

# City of Capitola Agenda

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



**REVISED**

## **CAPITOLA CITY COUNCIL REGULAR MEETING**

**THURSDAY, JANUARY 9, 2014**

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

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

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

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

1. Schroedel et al. v. the City of Capitola  
[Santa Cruz Superior Court Case No. CV 175684]

**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. REPORT ON CLOSED SESSION**

**3. ADDITIONAL MATERIALS**

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

A. 9.A.

DETAILS:

Emails received regarding the consideration of an Urgency Ordinance prohibiting commercial marijuana cultivation and processing.

**4. ADDITIONS AND DELETIONS TO AGENDA**

**5. 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.*

**6. 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.*

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

A. Mayor and Vice Mayor's appointments to the City's Finance Advisory Commission.

RECOMMENDED ACTION:

Council determination regarding appointments.

**8. CONSENT CALENDAR**

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

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

## CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, January 9, 2014

- A. Consider approving the City Council Minutes of the Special Joint Meeting of the City Council and the Planning Commission held on November 21, 2013; the Special Closed Session held on December 12, 2013; and Regular City Council Meeting held on December 12, 2013.  
RECOMMENDED ACTION:  
Approve Minutes.
- B. Approval of City Check Register Reports dated November 22, 2013; December 6, 2013; December 13, 2013; and December 20, 2013.  
RECOMMENDED ACTION:  
Approve the City Check Register Reports.
- C. Consider an Ordinance amending Chapter 15.04 of the Capitola Municipal Code pertaining to Building and Fire Model Codes to become effective January 1, 2014 [2nd Reading].  
RECOMMENDED ACTION:  
Adopt Ordinance.
- D. Consider an Ordinance amending Chapter 2.44 of the Capitola Municipal Code pertaining to the Personnel System [2nd Reading].  
RECOMMENDED ACTION:  
Adopt Ordinance.
- E. Consideration of Budget Calendar for Fiscal Year 2014/2015.  
RECOMMENDED ACTION:  
Approve Budget Calendar.
- F. Consider a contract with Gene Bregman and Associates in an amount not to exceed \$10,000 for a public opinion poll.  
RECOMMENDED ACTION:  
Approve contract.
- G. Consider an Administrative Policy to amend the Board, Commission and Committee Guide Procedures.  
RECOMMENDED ACTION:  
Approve the Administrative Policy.
- H. Designate the Mayor and Vice Mayor to act as liaisons with the Soquel Unified Elementary School District Board of Trustees.  
RECOMMENDED ACTION:  
Accept designations.
- I. Consider approving a lease agreement with MRA, Inc., dba Capitola Beach Company, and authorize the City Manager to execute the agreement commencing on October 1, 2014, for a term of five years.  
RECOMMENDED ACTION:  
Approve lease agreement.

### 9. 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.*

## CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, January 9, 2014

- A. Consider an Urgency Ordinance prohibiting commercial marijuana cultivation.  
RECOMMENDED ACTION:  
Adopt Urgency Ordinance.
- B. Consider allocating funding to Esplanade Sidewalk Project.  
RECOMMENDED ACTION:  
Authorize allocating funds.
- C. Consider the adoption of a Green Energy Incentive Program.  
RECOMMENDED ACTION:  
Adopt Program and direct staff to amend the City's fee schedule.
- D. Consider a contract with the Animal Services Authority for Shelter and Adoption Services.  
RECOMMENDED ACTION:  
Approve contract.
- E. Consider an Ordinance amending Chapters 2.08 and 2.16 of the Capitola Municipal Code regarding the City Manager and the Planning Department [1st Reading].  
RECOMMENDED ACTION:  
Introduce Ordinance.

### 10. ADJOURNMENT

Adjourn to the next Regular Meeting of the City Council on Thursday, January 23, 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 on the Internet at the City's website: [www.ci.capitola.ca.us](http://www.ci.capitola.ca.us). Agendas are also available at the Capitola Post Office located at 826 Bay Avenue, Capitola.

**Agenda Document Review:** The complete agenda packet is available at City Hall and at the Capitola Branch Library, 2005 Wharf Road, Capitola, on the Monday prior to the Thursday meeting. 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.



## **CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, January 9, 2014**

**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 replayed at 12:00 Noon on the Saturday following the meetings 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.ci.capitola.ca.us](http://www.ci.capitola.ca.us) by clicking on the Home Page link "**View Capitola Meeting Live On-Line.**" Archived meetings can be viewed from the website at anytime.

THIS PAGE INTENTIONALLY LEFT BLANK

**Sneddon, Su**

---

**From:** Jean Graham [capitolajeans@gmail.com]  
**Sent:** Monday, January 06, 2014 8:34 PM  
**To:** City Council  
**Cc:** rocknjean@cruzio.com  
**Subject:** Commercial marijuana cultivation

Capitola City Council members:

I am a Capitola resident and a neighbor of the McCoy property on Kennedy Avenue. I do not want a commercial marijuana "farm" in my backyard. When the City Council granted Mr. McCoy permits to build, he promised low impact industries that would not negatively affect neighbors. A grow operation promises to use lots of energy, potentially, lots of water and will attract criminal interest. I ask you to consider this an opportunity to ban commercial cultivation in Capitola.

Jean Graham  
920 Capitola Ave #34  
831 295 1018

I have attached info about a recent court ruling:  
<http://www.idsupra.com/legalnews/cities-may-ban-medical-marijuana-cultiva-57590/>




Sent from my iPad

## JDSUPRA® BUSINESS ADVISOR

### Cities May Ban Medical Marijuana Cultivation

12/3/2013 by  Jonathan Hobbs | Kronick, Moskovitz, Tiedemann & Girard

Explore:

Like  0 Tweet 17 Share 1  Send  Embed



The Third District California Court of Appeal recently ruled that California's medical marijuana laws - the Compassionate Use Act ("CUA") and the Medical Marijuana Program ("MMP") - do not create a constitutional right to cultivate and possess marijuana, and likewise do not preempt a city's ordinance prohibiting medical marijuana cultivation. Therefore, cities may prohibit cultivation of all marijuana within their limits, including cultivation of marijuana for medical purposes.

In *Maral v. City of Live Oak* (November 26, 2013) --- Cal.Rptr.3d ---, plaintiff James Maral challenged the City of Live Oak's ("City") 2011 ordinance that prohibited marijuana cultivation within the city limits. Maral claimed that the CUA, approved by California voters in 1996, gave Californians the right to obtain and use marijuana for medical purposes. Maral also asserted that the MMP, enacted by the Legislature in 2003 to clarify provisions of the CUA and specify that the CUA immunized certain medical providers and patients from prosecution, preempted the City's ordinance. Upon motion by the City, the trial court dismissed Maral's complaint. Maral appealed.

The appellate court upheld the dismissal of the complaint. Analyzing the combined effect of the CUA and the MMP, the court found that, "Rather than granting a blanket right to use marijuana for medical purposes, the CUA created "only a limited defense to certain crimes, not a constitutional right to obtain marijuana." The court noted that while the MMP spells out that defense, it does not confer an unfettered right to cultivate or dispense marijuana anywhere one chooses. In short, the court stated that the remedies offered by the CUA and the MMP were "limited and specific," not creating a broad right of access to marijuana. This interpretation is consistent with prior case law rulings that have found that California's laws permitting medical marijuana do not prohibit local bans on marijuana distribution.

The appellate court found that because there is no right to cultivate medical marijuana, and certainly no constitutional right, the premise of Maral's complaint that the City's prohibition violated Californians' constitutional or other rights fails to state a viable cause of action. The judgment dismissing the complaint was, therefore, affirmed by the court of appeal.

Topics: Local Ordinance, Medical Marijuana, Municipalities

Published In: Civil Procedure Updates, Constitutional Law Updates, Health Updates, Zoning, Planning & Land Use Updates

**Sneddon, Su**

---

**From:** Frederick Coquelin [fredcoq1@gmail.com]  
**Sent:** Tuesday, January 07, 2014 10:56 AM  
**To:** City Council  
**Subject:** 100 Kennedy

Greetings Councilmembers,

Because of health reasons I will be unable to attend Thursday nights meeting, but I would just like to comment that no one living in Cabrillo Estates wants to see marijuana cultivation at 100 Kennedy. I am forever amazed at Mr McCoy and his refusal to acknowledge that his 'industrial' parcel abuts a residential neighbor. I hope the council will see through this folly and refuse his permit.

Sincerely  
Frederick Coquelin  
Space 2 930 Rosedale Ave

**Sneddon, Su**

---

**From:** Robert Singleton [robert@civinomics.com]  
**Sent:** Thursday, January 09, 2014 2:52 PM  
**To:** City Council  
**Subject:** Opposition to Ban on Commercial Marijuana Cultivation

Dear Capitola City Council Members,

In regards to the staff recommendation to prohibit the commercial cultivation and processing of marijuana within the city limits, I took the liberty of posting it online as a votable initiative. You can view and vote on the initiative here:

<https://civinomics.com/initiative/4R3W/ban-the-cultivation-and-processing-of-marijuana-within-city-limits/show>

Furthermore, I posted the initiative on facebook and then ran a targeted promotion to only Capitola residents over the age of 18. **The promoted post was seen by over 3,400 people.** You can view the post here:

[https://www.facebook.com/civinomics/posts/418457658285318?notif\\_t=like](https://www.facebook.com/civinomics/posts/418457658285318?notif_t=like)

Of those 3,400+ people, 8 people commented on the proposal. **7 of the 8 comments were against the proposed ban, with one neutral comment.** One person even wrote "I think we need all the jobs we can get..... so no."

I just wanted to pass on the information that I received and I hope that you will take this feedback into account when you make your decision.

Sincerely,  
Robert Singleton



**Robert Singleton | CMO & Founder**  
[robert@civinomics.com](mailto:robert@civinomics.com) | c: 707.569.4546  
877 Cedar St, Ste 150, Santa Cruz CA 95060

*join the beta launch at [civinomics.com](http://civinomics.com)*

# BAN THE CULTIVATION AND PROCESSING OF MARIJUANA WITHIN CITY LIMITS



City of Capitol Heights Policy

## Resolution

### WHEREAS, the City of Capitol Heights

desires to amend the City Code to prohibit the cultivation and processing of marijuana within city limits and to exempt the action from the provisions of the City Code.

### IT IS HEREBY RESOLVED THAT

the City

### DO HEREBY ADOPT

SB



Authored by Robert Singleton CMO and Founder, Civonomics

Published on 2014-01-08 12:35:03 Views 199

## BACKGROUND

On December 16, 2013, the City received a building permit application to remodel an existing industrial warehouse at 200 Kennedy Lane located within the Industrial Park (IP) zoning district to create commercial marijuana cultivation and processing facility.

Under the Capitola Municipal Code, a property owner is not permitted to use his or her property for an illegal use or to use that property in a fashion which constitutes a public nuisance. The Municipal Code also specifically provides that a person who uses his or her property for an illegal narcotics activity is, by definitely, maintaining a public nuisance. Because marijuana remains an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. 801 et seq., staff and the City Attorney believe uses involving the cultivation and/or processing of marijuana for commercial sale constitutes a public nuisance and is therefore a prohibited use. Accordingly, staff has worked with the City Attorney to draft an Urgency Ordinance to explicitly prohibit commercial marijuana cultivation and processing within City limits.

## Discussion

Commercial marijuana cultivation and processing has become an increasingly common use since adoption of Proposition 215, also known as the "Compassionate Use Act", in 1996. Although cultivation, processing, and consumption of marijuana for qualified medicinal purposes is legal in California, recent court decisions have affirmed that cities retain full regulatory authority under their constitutional police powers to prohibit and/or regulate medicinal marijuana businesses and land uses within their jurisdictional limits.

Commercial marijuana cultivation and processing uses can introduce a number of documented land use conflicts and public safety issues, including offensive odors, illegal sales and distribution, trespassing, theft, violent encounters between growers and persons attempting to steal plants, fire hazards, excessive energy consumption, and problems associated with mold, fungus, and pests.

In a small (1.67 square miles), densely developed city such as Capitola, comprised largely of small parcels with minimum setbacks, a proportionally significant number of mobile home spaces, and industrial, commercial, public facility and residential land uses in close proximity to one another with few buffer areas, nuisance impacts associated with commercial cultivation and processing of medical marijuana would be substantially intensified to the detriment of the City's residents, workers, business, and visitors.

The Police Chief has expressed concerns for the public safety threats that may be created by commercial marijuana cultivation and processing uses. The City of Capitola has experienced firsthand the public safety impacts of marijuana cultivation and distribution, including attempted murders in 2004 and most recently in December, 2013.

## PROPOSAL

The proposed Urgency Ordinance would prohibit the commercial cultivation and processing of marijuana within City limits while still allowing "primary caregivers" and "qualified patients" the necessary latitude to cultivate medicinal marijuana to meet their personal needs. The proposed Ordinance also establishes limits on personal medical marijuana cultivation, prohibiting all outdoor



cultivation and specifying limitations on growing marijuana indoors. Those limitations are intended to prevent cultivation from becoming a public nuisance and creating a negative impact on neighbors.

The proposed Ordinance would not regulate medical marijuana distribution and sales (eg., dispensaries). At the direction of City Council, staff could return with Ordinance amendments to establish distribution and sales regulations.

The proposed Ordinance is exempt pursuant to CEQA sections 15060(c)(2), 15061(b)(3), and 15321 (Attachment C).

## INFORMATIONAL RESOURCES



Supporting Materials, Staff Report and 3 Attachments

<http://capitola.siretechnologies.com/sirepub/mtgviewer.aspx?meetid=204&doctype=agenda&itemid=4211>

## ARGUMENTS



Please keep comments civil and on-topic. [Submit](#)

**Vote**

Vote to display rating

Total Votes: 6

**Share It**

Sign Up

Email or Phone

Keep me logged in

Password

Forgot your password?

Log In



Civinomics · 727 like this  
Yesterday at 1:30pm ·

Facebook © 2014

English (US) · Privacy · Terms · Cookies · More

Should Capitola Ban Commercial Marijuana Cultivation?

<http://bit.ly/potcapitola>

<http://bit.ly/potcapitola>  
civinomics.com

Capitola is considering the prohibition of commercial marijuana cultivation and processing within city limits.

Like · Comment

Fred Escoto, Don Richardson, Antonio Torres and 5 others like this.

Top Comments



Russell C Stephens No.  
2 · 17 hours ago via mobile



Eddy Dees No  
2 · 7 hours ago via mobile



Kristain Blair Nope.  
2 · 20 hours ago via mobile



Gavin Colfer No  
2 · 21 hours ago via mobile



Robert Acosta If they want to I guess? I would hope they'd put it to the voters instead.  
3 hours ago



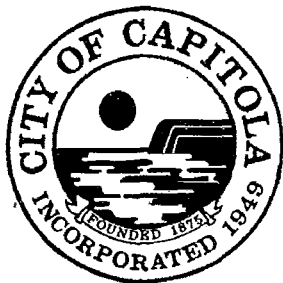
Craig Throop No  
4 hours ago via mobile



Don Richardson I think we need all the jobs we can get.... so no  
5 hours ago via mobile



Jack Driver No way.  
5 hours ago via mobile



## CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 9, 2014

FROM: CITY CLERK'S OFFICE  
SUBJECT: CONFIRM THE MAYOR AND VICE MAYOR'S APPOINTMENT TO THE CITY'S FINANCE ADVISORY COMMITTEE

---

**RECOMMENDED ACTION:** Mayor Storey and Vice Mayor Norton to be appointed to the City's Finance Advisory Committee (FAC), or appoint other Council Member(s) with the concurrence of the City Council

**BACKGROUND:** At the December 12, 2013, City Council meeting appointments were made to the Committee with the exception of the Mayor and Vice Mayor positions.

**DISCUSSION:** Attached is a worksheet showing membership on the City's Finance Advisory Committee [Attachment 1]. Pursuant to Resolution 3770 defining the composition and purpose of the City's Finance Advisory Committee the "Mayor and Vice Mayor shall serve on the FAC. When either or both the Mayor and Vice Mayor do not want to serve on this committee, other member(s) of the City Council shall be appointed by the Mayor, with the concurrence of the City Council."

**ATTACHMENTS:**

1. Draft 2014 Finance Advisory Commission Worksheet

Report Prepared By: Susan Sneddon, CMC  
City Clerk

Reviewed and Forwarded  
By City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK

### 2014 Capitola Finance Advisory Committee Appointment List

NAME OF BOARD/COMMISSION/ COMMITTEE – MEETING INFORMATION	APPOINTEE
<p><b>Finance Advisory Committee</b> Staff: Tori Hannah, Finance Director</p> <p><i>Meets: 3<sup>rd</sup> Tuesday of every other month at 6:00 p.m. in the City Hall Council Chambers</i></p> <p><b>Mayor and Vice Mayor to serve on the Committee, or select a Council Member as their appointee.</b></p>	<p>Nathan Cross (Norton Appt) Will O'Sullivan (Harlan Appt) Gary Snelson (Bottorff's Appt)</p> <p>Joyce Murphy (Business Rep) Christine McBroom (City Treasurer) ____ (Mayor appointee) ____ (Vice Mayor or appointee)</p>

DRAFT

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

### MEETING OF JANUARY 9, 2014

FROM: OFFICE OF THE CITY CLERK

SUBJECT: NOVEMBER 21, 2013 SPECIAL JOINT MEETING OF THE CITY COUNCIL/  
PLANNING COMMISSION; AND THE DECEMBER 12, 2013, REGULAR CITY  
COUNCIL MEETING

---

**RECOMMENDED ACTION:** Approve the subject minutes as submitted.

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

**ATTACHMENTS:**

1. November 21, 2013, Special Joint Meeting of the City Council and the Planning Commission;
2. December 12, 2013, Regular City Council Meeting.

Report Prepared By: Susan Sneddon, CMC  
City Clerk

Reviewed and Forwarded  
By City Manager: 

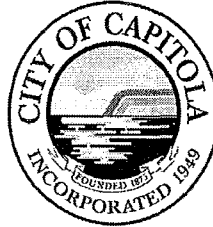
THIS PAGE INTENTIONALLY LEFT BLANK



**CAPITOLA CITY COUNCIL/PLANNING COMMISSION  
SPECIAL JOINT MEETING MINUTES  
THURSDAY, NOVEMBER 21, 2013**

CITY COUNCIL

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



PLANNING COMMISSION

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

**CAPITOLA CITY COUNCIL  
SPECIAL MEETING**

**THURSDAY, NOVEMBER 21, 2013**

**6:00 PM**

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

**JOINT MEETING OF THE CAPITOLA CITY COUNCIL**

**1. ROLL CALL AND PLEDGE OF ALLEGIANCE**

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

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

**2. ADDITIONAL MATERIALS (None provided)**

**3. CITY COUNCIL / PLANNING COMMISSION / STAFF COMMENTS (None provided)**

**4. GENERAL GOVERNMENT / PUBLIC HEARINGS**

**A. General Plan Update Status Report and Initiation of Public Review.**

Community Development Director Grunow introduced this item and provided background information regarding the General Plan Update process. He stated that over the past three years, the General Plan Advisory Committee (GPAC), and staff have engaged in an intensive public participation process which has included 19 GPAC meetings, and four public workshops. He stated that GPAC reached consensus on most issues and voted unanimously to recommend that staff initiate the public review of the draft General Plan and Environmental Impact Report (EIR).

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL AND THE  
PLANNING COMMISSION - THURSDAY, NOVEMBER 21, 2013

Ed Newman, GPAC Chair, commented on GPAC's three-year review process of the General Plan. He commended the GPAC members for their involvement in the process.

The City Council discussed the following General Plan Policy Issues.

1. Floor Area Ratio (FAR) Limits

Staff provided a presentation to define FAR, provide existing and proposed FAR limits, and illustrate FARs of existing structures in Capitola. Staff also presented a concept for an "increased FAR allowance" for hotels in the Village, properties along the west side of 41<sup>st</sup> Avenue, and properties fronting the 41<sup>st</sup> Avenue/Capitola Road intersection.

Members of the Planning Commission and City Council offered diverse opinions on proposed FARs, particularly the "increased FAR allowance" concept. Some members felt that the proposed allowance would set FAR limits too high while others suggested a higher base FAR limit may be a better approach. There was considerable discussion of the findings that would need to be made to permit a request for the increased FAR allowance. Concerns were also expressed that increasing FAR limits could lead to poorly designed projects in the future. Staff explained that good design is not necessarily a function of building intensity and provided examples of projects in Capitola which were well designed despite having higher FARs than many poorly designed projects in the City.

Staff acknowledged that FAR would be a key policy issue which will be discussed further during adoption hearings and suggested that the proposed FAR limits and "increased FAR allowance" remain in the Environmental Impact Report and draft General Plan to allow continued discussion and feedback on the issue.

2. Future Civic Center

Staff provided a presentation of issues raised by the GPAC and public related to draft General Plan policies related to considering relocating city hall, the police station, and the library to the lower Pacific Cove site. Members of the Planning Commission and City Council discussed the topic and offered direction to retain policies to allow future consideration of facilities relocation, independent of future location.

3. Capitola Road

Staff provided a presentation of comments and concerns expressed by the GPAC and members of the public related to policies in the draft General Plan which encourage strengthening connections between 41<sup>st</sup> Avenue and the Village. Staff suggested a compromised approach to encourage improved pedestrian and bicycle connections along Capitola Road and to retain existing land use designations which allow a mix of single- and multi-family residential and commercial uses. Members of the Planning Commission and City Council discussed the existing mosaic of land uses along Capitola Road and generally agreed that the dividing line between residential and commercial oriented uses was 45<sup>th</sup> Avenue. Staff suggested that the corridor should be planned in finer detail during the Zoning Ordinance update.

MINUTES OF THE SPECIAL MEETING OF THE CITY COUNCIL AND THE  
PLANNING COMMISSION - THURSDAY, NOVEMBER 21, 2013

4. McGregor Property

Staff provided a presentation of the McGregor property and comments received from the GPAC and members of the public which objected to the draft General Plan policies which encouraged future development of visitor-serving uses on the site. The Planning Commission and City Council discussed the issue and offered an alternative whereby visitor-serving uses would only be encouraged if and when recreational uses were relocated to a more central location in the City.

5. West Capitola/41st Avenue Neighborhood – “North Forties”

Staff presented objections raised by some members of the GPAC that the term “North Forties” should be removed from the document. Staff explained that the term had been introduced in the General Plan following comments that West Capitola/41<sup>st</sup> Avenue neighborhood was historically referred to as the “North Forties”. Staff suggested a compromised approach whereby the term would not be used as the neighborhood name, but would be cited in the description of the West Capitola/41<sup>st</sup> Avenue neighborhood.

Planning Commission and City Council discussion ensued regarding the General Plan Update and the Environmental Impact Report.

Cathlin Atchison, local resident, requested that the City consider climate adaptation and future environmental issues resulting in sea level rise when considering issues in the General Plan.

**ACTION**      **Motion made by Planning Commissioner Graves, seconded by Planning Commissioner Ortiz, to authorize staff to initiate public review of the draft General Plan and Environmental Impact Report. The motion was passed unanimously.**

**ACTION**      **Motion made by Council Member Norton, seconded by Council Member Termini, to authorize staff to initiate public review of the draft General Plan and Environmental Impact Report. The motion was passed unanimously.**

5. **ADJOURNMENT**

Mayor Harlan adjourned the meeting at 8:30 PM to the next Regular Meeting of the City Council on Thursday, November 14, 2013, at 7:00 PM, in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.

Chairman Mick Routh adjourned the meeting at 8:30 PM to the next Regular Meeting of the Planning Commission to be held on Thursday, December 5, 2013, at 7:00 p.m., in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.

\_\_\_\_\_  
Sam Storey, City Council Mayor

\_\_\_\_\_  
Mick Routh, Planning Commission Chair

ATTEST:

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

Approved by the City Council on January 9, 2014;  
Approved by the Planning Commission on January 16, 2014

THIS PAGE INTENTIONALLY LEFT BLANK

**CAPITOLA CITY COUNCIL**  
**MINUTES OF A SPECIAL CLOSED SESSION**  
**MEETING OCCURRED CONCURRENTLY WITH**  
**THE REGULARLY SCHEDULED CLOSED SESSION**  
**THURSDAY, DECEMBER 12, 2013 - 6:00 PM**

**CALL TO ORDER**

Mayor Harlan called the meeting to order at 6:00 PM and announced the item to be discussed in Special Closed Session, as follows:

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

Schroedel et al. v. the City of Capitola  
[Santa Cruz Superior Court Case No. CV 175684]

**ADJOURNMENT**

Mayor Harlan noted that there was no one in the audience; therefore, the City Council recessed at 6:05 PM to the City Manager's Office.

\_\_\_\_\_  
Stephanie Harlan, Mayor

ATTEST:

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

**MINUTES WERE UNANIMOUSLY APPROVED ON \_\_\_\_\_, 2014**

**CAPITOLA CITY COUNCIL  
REGULAR MEETING MINUTES  
THURSDAY, DECEMBER 12, 2013**

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

**CONFERENCE WITH LABOR NEGOTIATOR (Govt. Code §54957.6)**

Negotiator: Lisa Murphy, Administrative Services Director  
Employee Organizations: (1) Association of Capitola Employees; (2) Capitola Police Captains, (3) Capitola Police Officers Association, (4) Confidential Employees; (5) Mid-Management Group; and (6) Department Head Group

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

Schroedel et al. v. the City of Capitola  
[Santa Cruz Superior Court Case No. CV 175684]

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

**1. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Present: Council Members Sam Storey, Ed Bottorff, Michael Termini and Mayor Stephanie Harlan

Absent: Council Members Dennis Norton

**2. PRESENTATIONS**

A. Proclamation honoring Ettamae Shaffer, Capitola Historical Museum volunteer. [120-40]

B. Mayor Harlan introduced Brandon Gruber, Aptos High School student, and complimented him on his artwork that is on display in the Council Chambers.

**3. REPORT ON CLOSED SESSION [520-25]**

Assistant City Attorney Adair Paterno stated that City Council received a status report regarding the following existing litigation: Schroedel et al. v. the City of Capitola; there was no reportable action. In addition, she stated that the City Council received a status report from Administration Services Director Murphy, City's labor negotiator, regarding labor negotiations with the following employee organizations: (1) Association of Capitola Employees; (2) Capitola Police Captains; (3) Capitola Police Officers Association; (4) Confidential Employees; (5) Mid-Management Group; (6) Department Head Group. Ms. Paterno stated that there was no reportable action regarding the labor negotiations.

**4. ADDITIONAL MATERIALS (None provided)**

**5. ADDITIONS AND DELETIONS TO AGENDA (None provided)**

## CAPITOLA CITY COUNCIL MINUTES – Thursday, December 12, 2013

## 6. PUBLIC COMMENTS

Marilyn Garrett spoke against wireless radiation.

Jennifer Putnam, Massachusetts resident, stated that she hopes to raise funds for the dog park at McGregor Park. She requested that the City Council consider dedicating the future dog park in her son's name. Last year her son was struck and killed while riding his bicycle on Highway 1. Her son's dog survived and has been adopted by a family in the area.

## 7. CITY COUNCIL REORGANIZATION

A. Selection of new Mayor and Vice Mayor. [120-37]

**ACTION** Motion made by Council Member Termini, seconded by Council Member Bottorff, to nominate Vice Mayor Storey to serve as Mayor. The motion carried unanimously.

Mayor Storey presented Council Member Harlan with a gift of appreciation, and thanked her for her service as the Mayor this year.

Council Member Harlan thanked the community, staff, and Council Members (present and past) for serving.

Mayor Storey thanked his family, staff, and friends for the honor of serving as the City's new mayor.

**ACTION** Motion made by Council Member Termini, seconded by Council Member Harlan, to nominate Council Member Norton to serve as Vice Mayor. The motion carried unanimously.

## 8. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

Council Member Termini stated that there will be community Christmas caroling event on December 13<sup>th</sup> at 6 p.m., and to meet at the bandstand in the Village

## 9. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS

A. City Council appointments/reappointments of public members to various Boards, Committees and Commissions; and City Council representation on various City and County/Multi-County Boards, Commissions, and Committees. [110-10]

**ACTION** Motion made by Council Member Termini, seconded by Council Member Harlan, to take the following actions regarding appointments/reappointments to the Finance Advisory Committee:

- Appoint Joyce Murphy as the Business Representative;
- Reappoint Nathan Cross (Council Member Norton's appointee);
- Reappoint Will O'Sullivan (Council Member Harlan's appointee);
- Reappoint Gary Snelson (Council Member Bottorff's appointee);

The motion carried unanimously.

There was concurrence of the City Council to continue to the January 9, 2014, Regular City Council meeting, the appointments of the Mayor and Vice Mayor to the City's Finance Advisory Committee.

**ACTION** The City Council took the following actions regarding appointments to the Commission on the Environment:

Council Member Termini appointed Amie Forest;  
Council Member Storey appointed Bruce Arthur;  
Council Member Harlan appointed Kristin Sullivan;

Council Member Bottorff appointed Elisabeth Russell.

There was Council consensus for Council Member Norton to continue to be the City Council representative on the Commission on the Environment.

Motion made by Council Member Termini, seconded by Council Member Harlan, to re-establish the City's Library Ad Hoc Committee and to direct staff to initiate the recruitment.

There was Council consensus for to continue advertising through January 2014, to fill the vacancy for a City representative on the Santa Cruz County Hazardous Materials Advisory Commission.

There was Council consensus for Council Member Termini to be the alternate representative on the Santa Cruz County Children's Network.

The City Council approved continuing the same representation on all the other County and Multi-County Boards, Commissions and Committees that were made one year ago (December 13, 2012, Regular City Council meeting).

10. CONSENT CALENDAR

The City Council directed staff to contact GreenWaste Recovery, Inc. to ascertain if they would consider re-opening the contract to ascertain the possibility of allowing residents and commercial businesses to obtain large dumpsters from other vendors.

There was Council consensus to pull the portion of Item 10.A. regarding the approval of the City Council Minutes of the Special Joint Meeting of the City Council and the Planning Commission held on November 21, 2013. The Council requested that staff include more information regarding the overall topics that were discussed.

- A. Consider approving the City Council Minutes of the Special Joint Meeting of the City Council and the Planning Commission held on November 21, 2013; and the Regular City Council Meeting held on November 26, 2013.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of December 5, 2013. [740-50]
- C. Adoption of Resolution No. 3972 to apply for a Housing-Related Parks Grant to fund improvements to the Rispin property. [275-45]
- D. Adoption of Resolution No. 3973 setting the interest rate for Tenant's Security Deposits for 2014 at zero percent (0%), as was set for 2013. [750-10]
- E. Adoption of Resolution No. 3974 authorizing MuniServices to examine Measure O sales or transactions and use tax records. [100-15/ 500-10 MuniServices, LLC]
- F. Consider authorizing the Police Department to purchase a Cellebrite forensic extraction device, and amend the Fiscal Year 2013-2014 State Supplemental Law Enforcement Services Fund (SLESF) budget to authorize additional expenditures of \$8,100 from the unassigned fund balance. [330-10/370-40]



## CAPITOLA CITY COUNCIL MINUTES – Thursday, December 12, 2013

- G. Consider an agreement with California State Association of Counties Excess Insurance Joint Powers Authority (CSAC EIA) for Dental and Vision Benefits; authorize the City Manager to execute the agreement with CSAC EIA; adoption of **Resolution No. 3975** delegating authority to the City Manager to execute the Dental Memorandum of Understanding (MOU) with CSAC EIA. [630-10/500-10 A/C: CSAC EIA]
- H. Adoption of **Resolution No. 3976** approving the Rate Schedule for the Residential and Commercial Garbage Collection and Recycling in Capitola effective January 1, 2014. [930-45]

**ACTION** Motion made by Council Member Termini, seconded by Council Member Harlan, to approve the Consent Calendar with the exception of the portion of **Item 10.A.** regarding the approval of the City Council Minutes of the Special Joint Meeting of the City Council and the Planning Commission held on November 21, 2013; the minutes of the Regular City Council Meeting held on November 26, 2013 were approved. The motion was passed unanimously.

## 11. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Consider an Ordinance amending Chapter 15.04 of the Capitola Municipal Code pertaining to Building and Fire Model Codes to become effective January 1, 2014 [1st Reading]. [570-10/1110-10]

**ACTION** Motion made by Council Member Termini, seconded by Council Member Bottorff, to approve the first reading of an Ordinance amending Chapter 15.04 of the Capitola Municipal Code pertaining to Building and Fire Model Codes to become effective January 1, 2014. The motion was passed unanimously.

- B. Receive budget update and allocation of fund balance for Fiscal Year 2012/2013. [330-05]

City Treasurer McBroom, City Treasurer, stated that the Finance Advisory Committee supports the staff recommendation.

**ACTION** Motion made by Council Member Termini, seconded by Council Member Bottorff, to approve a budget amendment to allocate the year ending General Fund balance to various funds; and authorize the City Manager to enter into a purchase agreement for a new street sweeper with Global Environmental Products Inc., in the amount of \$174,770. The motion was passed unanimously.

- C. Consider approving Memorandums of Understanding with the following: (1) Association of Capitola Employees; (2) Capitola Police Captains; (3) Capitola Police Officers Association; (4) Confidential Employees; (5) Mid-Management Group; and (6) Department Head Group. [600-10]

**ACTION** Motion made by Council Member Termini, seconded by Council Member Bottorff, to approve the Memorandums of Understanding with the following: (1) Association of Capitola Employees; (2) Capitola Police Captains; (3) Capitola Police Officers Association; (4) Confidential Employees; (5) Mid-Management Group; and (6) Department Head Group. The motion was passed unanimously.

**CAPITOLA CITY COUNCIL MEETING MINUTES - Thursday, December 12, 2013**

- D. Consider a three-year agreement with Wells Fargo Bank to provide for the City's banking services. [320-10/500-10 A/C: Wells Fargo Bank]

City Treasurer McBroom, City Treasurer, thanked the staff for evaluating the banking proposals. She stated her reasoning for supporting the recommendation to execute an agreement with Wells Fargo Bank to provide banking services.

**ACTION Motion made by Council Member Termini, seconded by Council Member Bottorff, to approve a three-year agreement with Wells Fargo Bank to provide for the City's banking services. The motion was passed unanimously.**

- E. Consider an Ordinance amending Chapter 2.44 of the Capitola Municipal Code pertaining to the Personnel System [1st Reading]. [600-25]

**ACTION Motion made by Council Member Bottorff, seconded by Council Member Termini, to approve the first reading of an Ordinance amending Chapter 2.44 of the Capitola Municipal Code pertaining to the Personnel System. The motion was passed unanimously.**

**12. ADJOURNMENT**

Adjourn to the next Regular Meeting of the City Council on Thursday, January 9, 2014, at 7:00 PM, in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.

ATTEST:

\_\_\_\_\_  
Sam Storey, Mayor

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

**MINUTES WERE UNANIMOUSLY APPROVED ON \_\_\_\_\_, 2014**



## CITY COUNCIL AGENDA REPORT MEETING OF JANUARY 9, 2014

FROM: FINANCE DEPARTMENT  
SUBJECT: CITY CHECK REGISTER REPORT

**RECOMMENDED ACTION:** Approve the attached Check Register Reports for November 22, December 6, December 13, and December 20, 2013.

**DISCUSSION:** Check Registers are attached for:

Date	Starting Check #	Ending Check #	Total Checks/EFT	Amount
11/22/13	74727	74810	84	\$247,955.16
12/6/13	74811	74888	78	\$240,323.71
12/13/13	74889	74944	56	\$262,866.98
12/20/13	74945	75004	60	\$207,738.83

The check register of Nov 15, 2013 ended with check #74726.

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

Check	Issued to:	Dept.	Purpose	Amount
74740	Cale America	PW	Pkg Meter Purch & Installation	\$119,936.44
74788	PG&E	PW	Monthly Electric	\$15,024.20
74796	Rogers, Anderson et al	FIN	FY12/13 Audit	\$16,380.00
74806	Western Pacific Signal	PW	Speed Signs on Park Ave.	\$15,069.13
74816	Atchison, Barisone, Condotti	CM	Oct 2013 Legal Services	\$18,353.42
74832	DC&E	CDD	Sep 2013 Gen Plan Services	\$41,366.81
74861	Rincon Consultants	CDD	Oct 2013 Monarch Cove EIR	\$42,831.02
74864	SCC Conf & Visitor Council	FIN	TMD for Q1 FY13/14	\$25,945.92
74871	Soquel Creek Water Dist.	PW	Semi-Monthly Water use	\$16,207.22
62992	CalPERS Health Ins	FIN	Dec Ins, Employee Funded	\$55,552.54
74895	Bowman & Williams	PW	Nov Services, Various Projects	\$21,900.00
74930	SCC Auditor-Controller	PD	Citation Surcharges, Nov 2013	\$10,295.00
74941	Water Rock Constr.	PW	Pac Cove Lower Pkg Lot	\$179,559.00
74953	Community Bridges	CM	Semi-Annual Community Grant	\$52,874.00
74979	Troy Corliss	CM	41 <sup>st</sup> Ave Median Art project	\$27,175.00
75001	Walsh Construction	PW	Pac Cove Pkg Lot	\$32,691.07

**ATTACHMENTS:**

1. Check Register for November 22, 2013
2. Check Register for December 6, 2013
3. Check Register for December 13, 2013
4. Check Register for December 20, 2013

Report Prepared By: Linda Benko  
AP Clerk

Reviewed and Forwarded  
by City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK

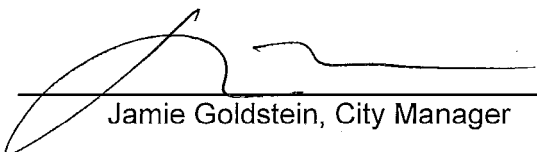
Checks dated 11/22/13 numbered 74727 to 74810 for a total of \$247,955.16 have been reviewed and authorized for distribution by the City Manager.

As of 11/22/13 the unaudited cash balance is \$2,017,091

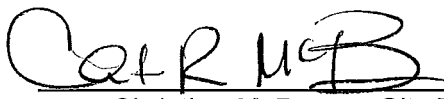
**CASH POSITION - CITY OF CAPITOLA 11/22/13**

	<u>Net Balance</u>
General Fund	\$ 109,448
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 299,125
Self Insurance Liability Fund	\$ 185,040
Stores Fund	\$ (50)
Information Technology Fund	\$ 60,540
Equipment Replacement	\$ 117,812
Compensated Absences Fund	\$ 22,530
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 2,017,091</b>

The Emergency Reserve Fund Balance is \$569,705.54 (not included above).

  
 \_\_\_\_\_  
 Jamie Goldstein, City Manager

11/22/2013  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Christine McBroom, City Treasurer

12/10/2013  
 \_\_\_\_\_  
 Date

## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74727	11/22/2013 Invoice 936486-5	Open	Date 11/01/2013	Description CPD - mower rental	A TOOL SHED	\$200.90
74728	11/22/2013 Invoice 5301	Open	Date 11/06/2013	Description Sweeper brooms Fund 1310, Gas Tax	ACME ROTARY BROOM SERVICE	\$1,524.75
74729	11/22/2013 Invoice 2014-00000283	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	ADAMS, BECKY	\$249.60
74730	11/22/2013 Invoice 15821414 86504221	Open	Date 11/12/2013 11/13/2013	Description 12/1-2/28/14 38th Ave. 12/1-2/28/14 422 Cap Ave.	ADT SECURITY SERVICES, INC.	\$256.38
74731	11/22/2013 Invoice 76154	Open	Date 11/06/2013	Description Pressure washer supplies	ALWAYS UNDER PRESSURE	\$407.53
74732	11/22/2013 Invoice 364487 364501 364532 364556 364573 364598 364608 364960	Open	Date 11/05/2013 11/05/2013 11/05/2013 11/06/2013 11/06/2013 11/06/2013 11/06/2013 11/13/2013	Description Top soil - soccer field Top soil - soccer field Top Soil, Jade St. Top soil - soccer field Saw dust - soccer field Sawdust - soccer field Sawdust - soccer field Landscape supplies - Bay Ave.	APTOS LANDSCAPE SUPPLY, INC.	\$992.73
74733	11/22/2013 Invoice 2013Seminar	Open	Date 11/15/2013	Description 2013 Government Tax Seminar	ASSOC. OF GOV'T ACCOUNTANTS	\$390.00
74734	11/22/2013 Invoice 4784765	Open	Date 10/24/2013	Description Phone and Data lines Fund 1000, Gen Fund=\$1355.82 Fund 2211, IT=\$310.93	AT&T/CALNET 2	\$1,666.75
74735	11/22/2013 Invoice 40499	Open	Date 11/22/2013	Description Nov Meter Reading Fund 1311, Wharf Fund	AUTOMATION TEST ASSOCIATES	\$25.00
74736	11/22/2013 Invoice Oct-Nov13	Open	Date 11/06/2013	Description City Credit Card Charges, Oct-Nov13 Fund 1000, Gen Fund=\$3634.52 Fund 2211, IT=\$703.48	BANK OF AMERICA	\$4,338.00

## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74737	11/22/2013	Open			BARRETT, SHARON	\$78.00
	Invoice		Date	Description		Amount
	2014-00000284		11/18/2013	Late Fall Instructor Payments 2013		\$78.00
74738	11/22/2013	Open			BETZ, SHERRI	\$3,814.20
	Invoice		Date	Description		Amount
	2014-00000285		11/18/2013	Late Fall Instructor Payments 2013		\$3,814.20
74739	11/22/2013	Open			BROOKTOWN DESIGN	\$775.00
	Invoice		Date	Description		Amount
	980		10/16/2013	Website Design		\$775.00
				Fund 1315, Public Arts Fee		
74740	11/22/2013	Open			CALE AMERICA INC.	\$119,936.44
	Invoice		Date	Description		Amount
	130776		10/30/2013	Oct 2013 active meters		\$865.81
	130172		08/28/2013	Parking Meter Purchase and Installation		\$119,070.63
				Fund 1000, Gen Fund=\$865.81		
				Fund 1200, CIP=\$60,528.03		
				Fund 1316, Parking Res=\$58,542.60		
74741	11/22/2013	Open			CENTRAL FIRE PROTECTION DISTRIC	\$80.00
	Invoice		Date	Description		Amount
	723-Oct2014		10/03/2013	Corp Yd Fire Inspection, Oct13 to Oct14		\$80.00
74742	11/22/2013	Open			CHARLEBOIS, FREDERIC	\$5,502.35
	Invoice		Date	Description		Amount
	2014-00000292		11/18/2013	Late Fall Instructor Payments 2013		\$5,502.35
74743	11/22/2013	Open			CLEAN BUILDING MAINTENANCE	\$3,934.30
	Invoice		Date	Description		Amount
	11831		11/04/2013	Oct 2013 Cleaning Service, all sites		\$3,934.30
				Fund 1000, Gen Fund=\$3716.80		
				Fund 1311, Wharf Fund=\$217.50		
74744	11/22/2013	Open			CRYSTAL SPRINGS WATER CO.	\$156.00
	Invoice		Date	Description		Amount
	Oct2013		10/31/2013	Drinking Water, Oct 2013, all sites		\$156.00
74745	11/22/2013	Open			CVS PHARMACY INC.	\$32.57
	Invoice		Date	Description		Amount
	1239		11/13/2013	Office supplies-PD		\$32.57
74746	11/22/2013	Open			DELL COMPUTERS	\$2,839.11
	Invoice		Date	Description		Amount
	XJ85K6RM6		10/29/2013	5 Computers		\$2,839.11
				Fund 2211, IT		
74747	11/22/2013	Open			DOGHERRA'S INC.	\$55.00
	Invoice		Date	Description		Amount
	312552		10/28/2013	Towing, 1989 Mazda PU		\$55.00
74748	11/22/2013	Open			EMBROIDERY WORKS	\$838.94
	Invoice		Date	Description		Amount
	12-3974		11/13/2013	Embroidered Patches, PD		\$838.94

## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74749	11/22/2013 Invoice 92717353	Open	Date 10/09/2013	Description Renewal, ArcGIS, Dec13 to Dec14 Fund 2211, IT	ENVIRON SYS RESEARCH INST	\$1,538.71
74750	11/22/2013 Invoice 19932	Open	Date 10/31/2013	Description Irrigation services	ET Water Systems Inc.	\$219.00
74751	11/22/2013 Invoice 2014-00000288	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	FAIA, MICHELE	\$546.00
74752	11/22/2013 Invoice CASAT22479 CASAT22501	Open	Date 10/25/2013 10/28/2013	Description Auto Supplies, Fleet Shop Supplies, Fleet	FASTENAL COMPANY	\$109.72
74753	11/22/2013 Invoice 2909973	Open	Date 11/01/2013	Description Safety shower-Corp Yd	FERGUSON ENTERPRISES, INC.	\$394.10
74754	11/22/2013 Invoice 2014-00000289	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	FITZGERALD, AIMEE	\$444.60
74755	11/22/2013 Invoice 13-907082 13-907084 13-908925 13-908924	Open	Date 11/08/2013 11/08/2013 11/15/2013 11/15/2013	Description 485 Gal Ethanol 142 Gal Diesel 120 Gal Diesel 479 Gal Ethanol	FLYERS ENERGY, LLC	\$4,658.53
74756	11/22/2013 Invoice 2014-00000290	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	FOJACO, HANYA	\$685.10
74757	11/22/2013 Invoice 2014-00000291	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	FOX, HELENA	\$405.60
74758	11/22/2013 Invoice 20131101	Open	Date 11/01/2013	Description Oct2013 Services, Monarch Cove EIR	FREITAS & FREITAS, INC.	\$4,675.00
74759	11/22/2013 Invoice 2014-00000287	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	GEDDES, SESE EGAN	\$198.90
74760	11/22/2013 Invoice 2014-00000293	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	HARRELL, ADRIENNE	\$222.30



## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74761	11/22/2013 Invoice 2014-00000286	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	HO KUK MU SUL CORPORATION	\$196.30
74762	11/22/2013 Invoice 362620	Open	Date 11/14/2013	Description Hose assembly	HOSE SHOP	\$19.26
74763	11/22/2013 Invoice 2014-00000294	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	INK, BRUCE	\$421.20
74764	11/22/2013 Invoice 3626-40	Open	Date 11/12/2013	Description Significant Changes to 2013 Residential C	INTERNATIONAL CODE COUNCIL	\$50.26
74765	11/22/2013 Invoice 2014-00000296	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	KAPLAN, PHIL	\$642.85
74766	11/22/2013 Invoice 225671	Open	Date 11/04/2013	Description Contract C12437-01, Canon IR2525 Fund 2211, IT	KBA Docusys	\$101.48
74767	11/22/2013 Invoice 2-1	Open	Date 11/12/2013	Description Construction Management 9/16-10/31/13 Fund 1200, CIP	KERKO, BRYAN T.	\$4,906.25
74768	11/22/2013 Invoice A191276	Open	Date 11/05/2013	Description Teak oil	KING'S PAINT AND PAPER, INC.	\$46.27
74769	11/22/2013 Invoice 2014-00000297	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	KINNAMON, LORRAINE	\$76.05
74770	11/22/2013 Invoice 2014-00000298	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	KRAFT, MARC	\$343.20
74771	11/22/2013 Invoice 2014-00000299	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	LAMMAM, ELIAS	\$234.00
74772	11/22/2013 Invoice 2014-00000300	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MAC LAUGHLIN, DAWN	\$426.40
74773	11/22/2013 Invoice 2014-00000301	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MARRUJO, SANDY	\$354.90

## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74774	11/22/2013 Invoice 2014-00000302	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MATTERN, MARK	\$241.28
74775	11/22/2013 Invoice 2014-00000303	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MCLAUGHLIN, MARY	\$1,066.00
74776	11/22/2013 Invoice 48688253	Open	Date 10/28/2013	Description Internet Access, Nov 2013 Fund 2211, IT	MEGAPATH COVAD COMMUNICATION	\$694.52
74777	11/22/2013 Invoice 360155 360233 359554 359466 360751	Open	Date 10/29/2013 10/30/2013 10/24/2013 10/23/2013 11/04/2013	Description Auto Parts, PD Mazda Pickup Auto Parts Auto Parts Auto Parts Auto Parts PD112	MID-COUNTY AUTO SUPPLY	\$451.21
74778	11/22/2013 Invoice 2014-00000304	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MILES, MITCHELL A.	\$1,092.65
74779	11/22/2013 Invoice 743408	Open	Date 10/30/2013	Description Spiral climber	Miracle Recreation Equipment Co.	\$2,022.79
74780	11/22/2013 Invoice 2014-00000305	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MITCHELL, JEANI	\$608.40
74781	11/22/2013 Invoice 2014-00000306	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MONIZ, CHARMAINE	\$197.60
74782	11/22/2013 Invoice MBA11-1229c	Open	Date 10/31/2013	Description Claim Settlement, Jimenez Fund 2213, Self-Ins Liability	MONTEREY BAY AREA SELF INS	\$1,303.70
74783	11/22/2013 Invoice MBA12-0810Bc	Open	Date 10/31/2013	Description Claim Settlement, Leonard Fund 2213, Self-Ins Liability	MONTEREY BAY AREA SELF INS	\$3,253.52
74784	11/22/2013 Invoice 2014-00000307	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	MORRISSEY, YOSHIE	\$123.50
74785	11/22/2013 Invoice 32238	Open	Date 11/07/2013	Description CAFR Reports for 2012-13	MUNISERVICES, LLC	\$1,425.00

## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74786	11/22/2013	Open			NORTH BAY FORD	\$29.35
	Invoice		Date	Description		Amount
	238342		11/08/2013	Auto parts, Fleet		\$29.35
74787	11/22/2013	Open			ORCHARD SUPPLY HARDWARE	\$1,219.77
	Invoice		Date	Description		Amount
	6005-2126969		10/28/2013	Misc.		\$117.73
	6011-6126028		10/29/2013	Misc.		\$36.93
	6013-4795871		10/29/2013	Tools		\$29.70
	6013-4796131		10/30/2013	Misc.		\$21.72
	6005-4767141		10/30/2013	misc.		\$23.88
	6005-5217337		11/01/2013	Tools for Parking Enforcement		\$18.66
	6008-7066336		11/01/2013	Digital Meter for Parking Enforcement		\$19.56
	6009-6126188		10/31/2013	Wasp spray		\$15.20
	6005-5217307		11/01/2013	Misc.		\$5.56
	6009-3526402		11/01/2013	Shovel		\$25.32
	6012-2122212		11/04/2013	General supplies		\$99.21
	6005-6127781		11/05/2013	Misc.		\$59.70
	6011-4797864		11/05/2013	Misc.		\$26.62
	6011-4797851		11/05/2013	Misc.		\$7.06
	29117		11/05/2013	Return Items		(\$17.38)
	6011-4798237		11/06/2013	Graffiti supplies		\$21.88
	6013-6127652		11/06/2013	Misc.		\$17.26
	6007-2435237		11/06/2013	Concrete patch - Park Ave.		\$75.54
	6011-2438441		11/07/2013	CPD-CORC painting supplies		\$175.95
	6011-2438452		11/07/2013	Soccer field		\$83.50
	6005-6008247		11/07/2013	Bolts		\$1.51
	6011-4799849		11/12/2013	Misc.		\$26.62
	6011-4799859		11/12/2013	Paint brushes		\$39.05
	6007-7896567		11/12/2013	Lag bolts - Cliff Dr. parking signs		\$61.98
	6009-8318008		11/13/2013	Saw		\$217.47
	6005-6008230		11/07/2013	Tools, Fleet		\$9.54
74788	11/22/2013	Open			PACIFIC GAS & ELECTRIC	\$15,024.20
	Invoice		Date	Description		Amount
	2014-00000281		11/15/2013	Monthly Elec		\$15,024.20
				Fund 1000=\$5929.17		
				Fund 1300, SLESF=\$135.53		
				Fund 1310, Gas Tax=\$7024.60		
				Fund 1311, Wharf Fund=\$1934.90		
74789	11/22/2013	Open			PACIFIC GAS & ELECTRIC	\$127.12
	Invoice		Date	Description		Amount
	2014-00000282		11/15/2013	Pac Cove MHP Elec and Gas		\$127.12

## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74790	11/22/2013	Open			PALACE ART & OFFICE SUPPLIES	\$493.38
	Invoice		Date	Description		Amount
	237673		11/01/2013	Office Supplies, City Hall		\$211.64
	238555		11/07/2013	Office Supplies, City Hall		\$70.98
	8962404		11/10/2013	13c-02267 supplies for case-PD		\$91.31
	238270		11/06/2013	Office supplies-PD		\$116.40
	239162		11/13/2013	Office Supplies, City Hall		\$3.05
				Fund 1000, Gen Fund=\$207.71		
				Fund 2210, Stores=\$285.67		
74791	11/22/2013	Open			PAPE MACHINERY	\$1,539.22
	Invoice		Date	Description		Amount
	8700219		11/07/2013	Parts, John Deere Loader		\$1,539.22
74792	11/22/2013	Open			PESTICIDE APPLICATORS PROF ASSOCIATION	\$400.00
	Invoice		Date	Description		Amount
	20131205		11/14/2013	Pesticide Applicators Test Prep Course Re		\$400.00
74793	11/22/2013	Open			PHOENIX GROUP INFORMATION SYSTEMS	\$1,817.76
	Invoice		Date	Description		Amount
	92013070		11/04/2013	Citation Processing, Sept 2013		\$1,817.76
74794	11/22/2013	Open			PITNEY BOWES INC.	\$153.61
	Invoice		Date	Description		Amount
	456194		11/04/2013	Postage Supplies		\$153.61
				Fund 2210, Stores		
74795	11/22/2013	Open			POT, TRENISE	\$955.50
	Invoice		Date	Description		Amount
	2014-00000308		11/18/2013	Late Fall Instructor Payments 2013		\$955.50
74796	11/22/2013	Open			ROGERS, ANDERSON, MALODY & SCOTT, LLP	\$16,380.00
	Invoice		Date	Description		Amount
	39861		11/15/2013	FY12/13 Audit Services		\$16,380.00
74797	11/22/2013	Open			SCC INFORMATION SERVICES	\$521.99
	Invoice		Date	Description		Amount
	Nov 2013		11/01/2013	Open query scan Nov 2013		\$521.99
74798	11/22/2013	Open			SMITH, BRET	\$1,819.20
	Invoice		Date	Description		Amount
	11102013		11/14/2013	Dry rot repairs to Museum		\$1,819.20
74799	11/22/2013	Open			SOQUEL NURSERY GROWERS, INC.	\$37.05
	Invoice		Date	Description		Amount
	317462		11/13/2013	Plants		\$37.05
74800	11/22/2013	Open			SPRINT	\$3,850.85
	Invoice		Date	Description		Amount
	974855313-143		10/29/2013	City Cell Phones		\$3,850.85

## City Checks Issued 11/22/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74801	11/22/2013 Invoice 11051911	Open	Date 10/29/2013	Description Active Net, Rec Fund 2211, IT	THE ACTIVE NETWORK INC.	\$316.28
74802	11/22/2013 Invoice 6535659-4	Open	Date 11/15/2013	Description Dec2013 Life & Disability Ins Fund 1000, Gen Fund=\$1793.95 Fund 1301, SCCACT=\$33.45	THE HARTFORD -PRIORITY ACCOUNT	\$1,827.40
74803	11/22/2013 Invoice 3834	Open	Date 10/31/2013	Description Parts, John Deere Mower	TURF & INDUSTRIAL EQUIPMENT CO.	\$79.50
74804	11/22/2013 Invoice 240459438 240459503	Open	Date 11/04/2013 11/04/2013	Description Contract 500-0306481-000, Canon IR2525 Contract 500-0332346-000, Konica C452 Fund 1000, Gen Fund=\$259.85 Fund 2211, IT	US BANCORP EQUIPMENT FINANCE	\$340.33
74805	11/22/2013 Invoice 2014-00000295	Open	Date 11/18/2013	Description Late Fall Instructor Payments 2013	WEINSTEIN, JOHANNA	\$538.20
74806	11/22/2013 Invoice 18097	Open	Date 11/12/2013	Description Speed signs for Park Ave.	WESTERN PACIFIC SIGNAL, LLC	\$15,069.13
74807	11/22/2013 Invoice 20131114	Open	Date 11/15/2013	Description Reimb Green Bldg Training Exp Fund 1314, Green Bldg Educ.	WHEELER, MARK	\$60.00
74808	11/22/2013 Invoice 2014-00000309	Open	Date 11/15/2013	Description Refund cite 243392	Lonsdale, Henry	\$10.00
74809	11/22/2013 Invoice 1415601-01	Open	Date 11/08/2013	Description Cleaning supplies	CLEAN SOURCE	\$355.62
74810	11/22/2013 Invoice 2013-0021	Open	Date 11/21/2013	Description Nov 2013 Contract Services	MORRISON, ED	\$2,500.00
Check Totals:				Count	84	TOTAL \$247,955.16

THIS PAGE INTENTIONALLY LEFT BLANK


Checks dated 12/6/13 numbered 74811 to 74888 plus one EFT for a total of \$240,323.71 have been reviewed and authorized for distribution by the City Manager.

As of 12/6/13 the unaudited cash balance is \$1,684,231

**CASH POSITION - CITY OF CAPITOLA 12/6/13**

	<u>Net Balance</u>
General Fund	\$ (218,719)
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 299,125
Self Insurance Liability Fund	\$ 185,040
Stores Fund	\$ (895)
Information Technology Fund	\$ 56,692
Equipment Replacement	\$ 117,812
Compensated Absences Fund	\$ 22,530
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$ 1,684,231</u>

The Emergency Reserve Fund Balance is \$569,705.54 (not included above).

  
 \_\_\_\_\_  
 Jamie Goldstein, City Manager

12/6/2013  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Christine McBroom, City Treasurer

12/10/2013  
 \_\_\_\_\_  
 Date

## City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74811	12/06/2013	Open			ADAMS, BECKY	\$20.80
	Invoice		Date	Description		Amount
	2014-00000311		12/02/2013	LF Instructor Payments Last 2013		\$20.80
74812	12/06/2013	Open			AFLAC	\$700.14
	Invoice		Date	Description		Amount
	483041		11/29/2013	Supplemental Health Ins, Employee Funde		\$700.14
74813	12/06/2013	Open			ALLSAFE LOCK COMPANY	\$104.00
	Invoice		Date	Description		Amount
	45489		11/22/2013	Council doors		\$104.00
74814	12/06/2013	Open			ALWAYS UNDER PRESSURE	\$283.01
	Invoice		Date	Description		Amount
	76225		11/19/2013	Pressure washer parts		\$80.80
	76230		11/19/2013	Pressure washer parts - sewer hose		\$202.21
74815	12/06/2013	Open			APTOS LANDSCAPE SUPPLY, INC.	\$106.08
	Invoice		Date	Description		Amount
	365393		11/21/2013	Wood chips		\$69.27
	365728		11/27/2013	Wood chips		\$36.81
74816	12/06/2013	Open			ATCHISON, BARISONE, & CONDOTTI	\$18,353.42
	Invoice		Date	Description		Amount
	Oct2013		11/21/2013	Oct 2013 Legal Services		\$18,353.42
74817	12/06/2013	Open			B & B SMALL ENGINE REPAIR	\$289.57
	Invoice		Date	Description		Amount
	295707		11/13/2013	Starter cord		\$5.41
	295759		11/14/2013	Chainsaw supplies		\$244.31
	296264		11/25/2013	Mower blades		\$39.85
74818	12/06/2013	Open			BAY CITY TOW	\$195.00
	Invoice		Date	Description		Amount
	13002229		11/03/2013	Tow Chevy Astro 13c-02229		\$195.00
74819	12/06/2013	Open			BIG CREEK LUMBER	\$207.88
	Invoice		Date	Description		Amount
	135035		11/25/2013	HVAC leak		\$207.88
74820	12/06/2013	Open			CALE AMERICA INC.	\$1,725.24
	Invoice		Date	Description		Amount
	130961		11/20/2013	Paystation Suppliles		\$456.69
	131040		11/27/2013	November active meter Maint		\$1,268.55
74821	12/06/2013	Open			CALIFORNIA COAST UNIFORM CO	\$108.64
	Invoice		Date	Description		Amount
	1991		10/31/2013	Uniform Exp, Mendoza		\$108.64



## City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74822	12/06/2013 Invoice Dec2013	Open			CALIF. LAW ENFORCEMENT ASSOC.	\$514.50
			Date	Description	Amount	
			11/21/2013	Dec2013, Long Term Disability Ins, PD	\$514.50	
74823	12/06/2013 Invoice POA11-29-13	Open			CAPITOLA PEACE OFFICERS ASSOC.	\$1,536.25
			Date	Description	Amount	
			11/29/2013	POA Dues, Employee Funded	\$1,536.25	
74824	12/06/2013 Invoice 2014-00000313	Open			CHARLEBOIS, FREDERIC	\$75.00
			Date	Description	Amount	
			12/02/2013	LF Instructor Payments Last 2013	\$75.00	
74825	12/06/2013 Invoice 0198562-Dec13	Open			Charter Communications	\$135.00
			Date	Description	Amount	
			11/11/2013	Internet Access, 11/20 to 12/19/13 Fund 2211 IT	\$135.00	
74826	12/06/2013 Invoice 2014-00000312	Open			CLARK, DAVE	\$375.05
			Date	Description	Amount	
			12/02/2013	LF Instructor Payments Last 2013	\$375.05	
74827	12/06/2013 Invoice 1426389	Open			CLEAN SOURCE	\$1,159.15
			Date	Description	Amount	
			11/12/2013	Cleaning supplies	\$1,159.15	
74828	12/06/2013 Invoice R213792	Open			CRESTOR INC.	\$516.35
			Date	Description	Amount	
			12/03/2013	3 Plaques-Napoli, Gaukel, Sandstrom	\$516.35	
74829	12/06/2013 Invoice 28750-81	Open			CRUZIO THE INTERNET STORE INC.	\$39.95
			Date	Description	Amount	
			11/21/2013	Website Hosting, Gen Plan Fund 1313, Gen Plan	\$39.95	
74830	12/06/2013 Invoice 11/18/13	Open			CVS PHARMACY INC.	\$53.42
			Date	Description	Amount	
			11/18/2013	coffee maker-PD	\$53.42	
74831	12/06/2013 Invoice 20274662	Open			DE LAGE LANDEN FINANCIAL SVCs.	\$335.61
			Date	Description	Amount	
			11/23/2013	Acct 371362, Copier Lease, Sharp MX700 Fund 2210, Stores	\$335.61	
74832	12/06/2013 Invoice 52255	Open			DESIGN, COMMUNITY & ENVIRONMENT	\$41,366.81
			Date	Description	Amount	
			09/30/2013	Sep2013 General Plan Services Fund 1313, Gen Plan	\$41,366.81	
74833	12/06/2013 Invoice 7366P5026 7511	Open			ELEVATOR SERVICE COMPANY, INC.	\$7,650.00
			Date	Description	Amount	
			11/24/2013	Elevator upgrades	\$7,485.00	
			12/01/2013	Quarterly lube and inspection	\$165.00	

## City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74834	12/06/2013	Open			EWING IRRIGATION	\$619.99
	Invoice		Date	Description		Amount
	7271886		11/13/2013	Irrigation supplies		\$137.57
	7277310		11/14/2013	Top soil		\$18.19
	7284325		11/15/2013	Irrigation supplies		\$41.44
	7288367		11/18/2013	Irrigation supplies		\$51.57
	7301289		11/20/2013	Drainage - Soquel Creek Park		\$304.37
	7306658		11/21/2013	Scoop shovel		\$43.40
	7324898		11/26/2013	Irrigation supplies		\$23.45
74835	12/06/2013	Open			EXTRA SPACE STORAGE OF SC	\$331.00
	Invoice		Date	Description		Amount
	B120-Dec2013		11/23/2013	Extra storage-PD		\$331.00
74836	12/06/2013	Open			FAROTTE, RYAN	\$293.07
	Invoice		Date	Description		Amount
	20131120		11/26/2013	Reimb Travel Exp, PD		\$293.07
74837	12/06/2013	Open			FARWEST NURSERY	\$20.69
	Invoice		Date	Description		Amount
	242117		11/04/2013	Plants		\$20.69
74838	12/06/2013	Open			FASTENAL COMPANY	\$387.80
	Invoice		Date	Description		Amount
	CASAT22427		10/21/2013	Misc Shop Supplies, Fleet		\$387.80
74839	12/06/2013	Open			CRAIG FEENEY/NAPCO	\$150.00
	Invoice		Date	Description		Amount
	14		11/22/2013	HVAC - NB Gym		\$150.00
74840	12/06/2013	Open			FLYERS ENERGY, LLC	\$1,895.52
	Invoice		Date	Description		Amount
	13-911070		11/22/2013	100 Gal Diesel		\$392.67
	13-911066		11/22/2013	400 Gal Ethanol		\$1,502.85
74841	12/06/2013	Open			HOSE SHOP	\$349.75
	Invoice		Date	Description		Amount
	A191503		11/18/2013	Hose Assy, Sweeper Fund 1310, Gas Tax		\$349.75
74842	12/06/2013	Open			KAPLAN, PHIL	\$27.95
	Invoice		Date	Description		Amount
	2014-00000314		12/02/2013	LF Instructor Payments Last 2013		\$27.95
74843	12/06/2013	Open			KBA Docusys	\$111.67
	Invoice		Date	Description		Amount
	228357		11/13/2013	Contract C12162-01, Acct CO12		\$83.48
	231775		12/03/2013	Rec Copier Exp, Canon IR1750, Contract (		\$28.19

# City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74844	12/06/2013 Invoice Nov 2013	Open	Date 11/20/2013	Description Uniform cleaning-PD	KING'S CLEANERS	\$697.75
74845	12/06/2013 Invoice 7E9D395C	Open	Date 11/20/2013	Description Body Work, 2006 Chevy Impala	KRAFT'S BODY SHOP	\$1,022.85
74846	12/06/2013 Invoice LIUNA-Nov13	Open	Date 11/29/2013	Description Nov2013 Pension Dues, Employee Funder	LIUNA PENSION FUND	\$950.40
74847	12/06/2013 Invoice 2014-1128	Open	Date 11/21/2013	Description Refund Tree Deposit	LOMA VISTA ESTATES OWNERS ASSOC, INC.	\$500.00
74848	12/06/2013 Invoice 361649 361045 360970 361129 361981	Open	Date 11/12/2013 11/06/2013 11/06/2013 11/07/2013 11/14/2013	Description Parts, Bobcat Loader Auto Parts, Fleet Auto Parts Auto Parts, fleet Returns	MID-COUNTY AUTO SUPPLY	\$91.30
74849	12/06/2013 Invoice 47305	Open	Date 11/13/2013	Description City Window Envelopes Fund 2210, Stores	MISSION PRINTERS	\$230.54
74850	12/06/2013 Invoice 37940	Open	Date 11/20/2013	Description Wharf Rd Streetscape	NATIVE REVIVAL NURSERY	\$14.91
74851	12/06/2013 Invoice 31832	Open	Date 11/22/2013	Description Travel Exp, HR & ESuite Implementation Fund 2211, IT	NEW WORLD SYSTEMS	\$2,097.72
74852	12/06/2013 Invoice 20131121	Open	Date 11/21/2013	Description Reimb Travel Exp, CalPELRA Conf.	NICHOLS, LIZ	\$49.94
74853	12/06/2013 Invoice 238412	Open	Date 11/15/2013	Description Weatherstip, PD111	NORTH BAY FORD	\$25.06
74854	12/06/2013 Invoice 6009-8318018 6005-2438981 6011-4790294 6011-4791446	Open	Date 11/13/2013 11/13/2013 11/14/2013 11/18/2013	Description Wheelbarrow tires Pliers - Jesse Sign supplies - PCPL Steel wool	ORCHARD SUPPLY HARDWARE	\$624.36

## City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
					ORCHARD SUPPLY HARDWARE (cont)	
	6011-4791768		11/19/2013	Small tools		\$266.36
	6011-4792133		11/20/2013	Rubber boots		\$27.18
	6007-2438455		11/21/2013	Bench repairs		\$13.38
	6005-6060486		11/22/2013	Misc.		\$14.00
	6013-3520873		11/26/2013	Parts, Library Generator		\$55.81
	6007-6129406		11/25/2013	Tools, Corp Yd		\$70.68
	6009-3525975		10/30/2013	Misc.		\$21.73
	6011-4791557		11/18/2013	Misc.		\$4.88
74855	12/06/2013	Open			PACIFIC VETERINARY SPECIALISTS IN	\$150.95
	Invoice		Date	Description		Amount
	298327		11/20/2013	Animal Control Expense, PD		\$150.95
74856	12/06/2013	Open			PALACE ART & OFFICE SUPPLIES	\$554.81
	Invoice		Date	Description		Amount
	239399		11/14/2013	Office supplies-PD		\$208.19
	8963742		11/14/2013	Office supplies-PD		\$40.02
	239629		11/18/2013	Office Supplies, City Hall		\$231.71
	239709		11/19/2013	Colored paper, City Hall		\$5.43
	240090		11/20/2013	Office Supplies, City hall		\$19.76
	240821		11/26/2013	Office Supplies		\$21.45
	8966799		11/22/2013	USB Drive-PD		\$28.25
				Fund 1000, Gen Fund=\$276.46		
				Fund 2210, Stores=\$278.35		
74857	12/06/2013	Open			PITNEY BOWES INC.	\$207.99
	Invoice		Date	Description		Amount
	20131104		11/04/2013	Postage for postage meter REC		\$207.99
74858	12/06/2013	Open			ProBUILD COMPANY LLC	\$1,279.72
	Invoice		Date	Description		Amount
	39958790		11/14/2013	Chalk for marking fields		\$51.29
	30060906		11/21/2013	Wood for benches		\$60.41
	30062048		11/25/2013	Bosch hammer		\$1,168.02
74859	12/06/2013	Open			PRUSSIA, JULIET	\$200.00
	Invoice		Date	Description		Amount
	1		11/22/2013	Dinner for Local Gov't Academy		\$200.00
74860	12/06/2013	Open			QUENVOLD'S SAFETY SHOEMOBILES	\$1,531.22
	Invoice		Date	Description		Amount
	51873		10/18/2013	Work shoes		\$1,717.18
	85014c		10/18/2013	credit Inv 51873 for previous payment		(\$185.96)
74861	12/06/2013	Open			RINCON CONSULTANTS, INC.	\$42,831.02
	Invoice		Date	Description		Amount
	19471		10/31/2013	Oct 2013 Monarch Cove EIR Services		\$42,831.02

## City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74862	12/06/2013	Open			ROSSI'S TOWING	\$40.00
	Invoice		Date	Description		Amount
	70119		11/22/2013	Tow Chevy Tahoe Lic. 1396158		\$40.00
74863	12/06/2013	Open			ROTO-ROOTER	\$284.00
	Invoice		Date	Description		Amount
	35924		11/19/2013	Excavation/Camera thru 6" main Fund 1421, Pac Cove		\$284.00
74864	12/06/2013	Open			SCC CONF & VISITORS COUNCIL	\$25,945.92
	Invoice		Date	Description		Amount
	TMD FY13/14 Q1		12/03/2013	TMD for Q1 FY13/14		\$25,945.92
74865	12/06/2013	Open			SCC HEALTH SERVICES	\$234.00
	Invoice		Date	Description		Amount
	20131119		11/19/2013	May & June 2013 Blood Alcohol tests		\$234.00
74866	12/06/2013	Open			SCC INFORMATION SERVICES	\$704.99
	Invoice		Date	Description		Amount
	R224-Q1-13-14		11/20/2013	Radio Shop FY13/14 Q1 Charges		\$704.99
74867	12/06/2013	Open			SANTA CRUZ MUNICIPAL UTILITIES	\$622.10
	Invoice		Date	Description		Amount
	2014-315		11/22/2013	Oct-Nov WATER BILLS FOR STREET ME		\$622.10
74868	12/06/2013	Open			SHAPE INC.	\$225.11
	Invoice		Date	Description		Amount
	118689		11/08/2013	Lawn Way Pump Station Repair		\$225.11
74869	12/06/2013	Open			SHERWIN-WILLIAMS	\$83.70
	Invoice		Date	Description		Amount
	6306-6		11/14/2013	Paint rig hose		\$83.70
74870	12/06/2013	Open			SMITH, BRET	\$470.00
	Invoice		Date	Description		Amount
	11212013		11/21/2013	City Hall dry rot		\$470.00
74871	12/06/2013	Open			SOQUEL CREEK WATER DISTRICT	\$16,207.22
	Invoice		Date	Description		Amount
	2014-00000316		11/21/2013	Semi-Monthly Water Usage, Irrigation		\$10,709.71
	2014-00000317		11/25/2013	Semi-monthly water use Fund 1000, Gen Fund=\$15,350.04 Fund 1311, Wharf Fund=\$857.18		\$5,497.51
74872	12/06/2013	Open			SOQUEL NURSERY GROWERS, INC.	\$65.71
	Invoice		Date	Description		Amount
	317586		11/21/2013	Wharf Rd. plants		\$33.66
	317658		11/27/2013	Plants		\$32.05

## City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74873	12/06/2013	Open			SPORT ABOUT	\$580.76
	Invoice		Date	Description		Amount
	6157		12/02/2013	Shirts for public works crew		\$580.76
74874	12/06/2013	Open			STAPLES	\$162.36
	Invoice		Date	Description		Amount
	96222		11/27/2013	Printer Fund 2211, IT		\$162.36
74875	12/06/2013	Open			UNITED PARCEL SERVICE	\$26.46
	Invoice		Date	Description		Amount
	954791473		11/23/2013	Shipping		\$6.99
	954791453		11/09/2013	Shipping-PD		\$19.47
74876	12/06/2013	Open			UNITED WAY OF SCC	\$75.00
	Invoice		Date	Description		Amount
	UW-Nov2013		11/29/2013	Employee Contributions to UW, Nov 2013		\$75.00
74877	12/06/2013	Open			UNIVERSAL BOOT INC.	\$392.00
	Invoice		Date	Description		Amount
	19027		10/04/2013	3 boots for vehicles		\$392.00
74878	12/06/2013	Open			UPEC LIUNA LOCAL 792	\$1,093.50
	Invoice		Date	Description		Amount
	UPEC-Nov2013		11/29/2013	Union Dues, Nov 2013, Employee Funded		\$1,093.50
74879	12/06/2013	Open			US BANCORP EQUIPMENT FINANCE, IN	\$98.97
	Invoice		Date	Description		Amount
	241473784		11/21/2013	Contract 500-0332356-000, IR1750, Jade		\$98.97
74880	12/06/2013	Open			US Bank Institutional Trust-Western Regio	\$387.64
	Invoice		Date	Description		Amount
	PARS-11-29-13		11/21/2013	Retirement Plan Contribution, Employee F		\$387.64
74881	12/06/2013	Open			ZUMAR INDUSTRIES INC.	\$2,680.30
	Invoice		Date	Description		Amount
	0149162		11/08/2013	Pay Station signs		\$1,417.84
	149247		11/13/2013	Tennis court signs		\$129.63
	149431		11/21/2013	Depot Hill/Jewel Box Permit Parking signs Fund 1000, Gen Fund=\$129.63 Fund 1310, Gas Tax=\$2,550.67		\$1,132.83
74882	12/06/2013	Open			Almaliti, Feda	\$380.00
	Invoice		Date	Description		Amount
	14135246		11/25/2013	Refund cite 14135246		\$380.00
74883	12/06/2013	Open			Anderson, Ken	\$500.00
	Invoice		Date	Description		Amount
	2014-1249		11/21/2013	Refund Tree Deposit, 4690 Crystal St.		\$500.00

# City Checks Issued 12/6/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74884	12/06/2013	Open			DiCrescinto, Ross	\$36.00
	Invoice		Date	Description		Amount
	14135779		11/19/2013	Refund cite 14135779		\$36.00
74885	12/06/2013	Open			Karkas, Eileen	\$36.00
	Invoice		Date	Description		Amount
	14136055		11/26/2013	Refund cite 14136055		\$36.00
74886	12/06/2013	Open			Milikan, Grant	\$36.00
	Invoice		Date	Description		Amount
	14136230		11/19/2013	Cite 14136230		\$36.00
74887	12/06/2013	Open			B & B SMALL ENGINE REPAIR	\$79.58
	Invoice		Date	Description		Amount
	292127c		09/06/2013	Correction to Inv 292127, exchanged items		\$79.58
74888	12/06/2013	Open			WHITE NELSON DIEHL EVANS LLP	\$225.00
	Invoice		Date	Description		Amount
	2013DVD		12/05/2013	2013 Gov't Tax Video/Manuals		\$225.00
62992	12/6/2013	Open			CalPERS Health	\$55,552.54
	Invoice		Date	Description		Amount
	Dec-13		12/1/2013	Dec2013 Health Ins Premium		\$55,552.54
Check Totals:			Count	78	TOTAL	\$240,323.71

THIS PAGE INTENTIONALLY LEFT BLANK



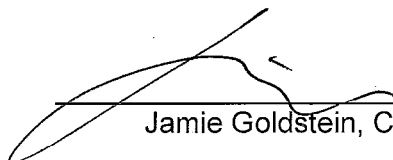
Checks dated 12/13/13 numbered 74889 to 74944 for a total of \$262,866.98 have been reviewed and authorized for distribution by the City Manager.

As of 12/13/13 the unaudited cash balance is \$1,801,978.37

**CASH POSITION - CITY OF CAPITOLA 12/13/13**

	<u>Net Balance</u>
General Fund	\$ (97,824.79)
Contingency Reserve Fund	\$ 1,222,645.66
Worker's Comp. Ins. Fund	\$ 299,124.79
Self Insurance Liability Fund	\$ 185,039.52
Stores Fund	\$ (1,269.46)
Information Technology Fund	\$ 53,920.01
Equipment Replacement	\$ 117,812.21
Compensated Absences Fund	\$ 22,530.43
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$ 1,801,978.37</u>

The Emergency Reserve Fund Balance is \$569,705.54 (not included above).

  
 \_\_\_\_\_  
 Jamie Goldstein, City Manager

12/13/2013  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Christine McBroom, City Treasurer

\_\_\_\_\_  
 Date

## City Checks Issued 12/13/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74889	12/13/2013	Open			4 LESS TERMITE	\$1,000.00
	Invoice		Date	Description		Amount
	70313		11/26/2013	Fumigation for museum		\$1,000.00
74890	12/13/2013	Open			A TOOL SHED	\$130.00
	Invoice		Date	Description		Amount
	944528-5		12/05/2013	Equipment Rental, 19' lift		\$130.00
74891	12/13/2013	Open			AHA CONSULTING INC.	\$2,900.00
	Invoice		Date	Description		Amount
	2009682		12/01/2013	City Website Reconstruction Fund 2211, IT		\$2,900.00
74892	12/13/2013	Open			ALLSAFE LOCK COMPANY	\$16.17
	Invoice		Date	Description		Amount
	45512		12/09/2013	Keys-PD		\$16.17
74893	12/13/2013	Open			APTOS LANDSCAPE SUPPLY, INC.	\$185.11
	Invoice		Date	Description		Amount
	366180		12/09/2013	Grey fines - Rotary Park		\$61.70
	366274		12/11/2013	Top soil - Jade St. soccer field		\$123.41
74894	12/13/2013	Open			ARCADIA PUBLISHING COMPANY	\$197.29
	Invoice		Date	Description		Amount
	20467226		11/18/2013	Museum Supplies		\$197.29
74895	12/13/2013	Open			BOWMAN & WILLIAMS, INC.	\$21,900.00
	Invoice		Date	Description		Amount
	8036A		12/04/2013	Street Improvement Proj: Stockton Ave		\$2,456.00
	8036B		12/04/2013	Esplanade Sidewalk 11/1-11/30/13		\$5,932.75
	8025		12/04/2013	Pacific Cove MHP 11/1-11/30/13 Fund 1200, CIP		\$13,511.25
74896	12/13/2013	Open			CALIFORNIA COAST UNIFORM CO	\$54.32
	Invoice		Date	Description		Amount
	2025		11/14/2013	Uniform Exp, Yeung (Explorer)		\$54.32
74897	12/13/2013	Open			CAPITOLA PEACE OFFICERS ASSOC	\$1,536.25
	Invoice		Date	Description		Amount
	POA12-13-13		12/09/2013	POA Dues, Employee Funded		\$1,536.25
74898	12/13/2013	Open			CAPITOLA SELF STORAGE	\$6,420.00
	Invoice		Date	Description		Amount
	5421		11/12/2013	Museum Storage Unit 2829, to Dec 2014		\$2,280.00
	5420		11/12/2013	Museum Storage Unit 2810, to Dec 2014		\$4,140.00
74899	12/13/2013	Open			CHARLEBOIS, FREDERIC	\$75.00
	Invoice		Date	Description		Amount
	2014-00000321		12/09/2013	Instructor Pymt, Late Fall 2013		\$75.00
74900	12/13/2013	Open			Charter Communications	\$231.72
	Invoice		Date	Description		Amount
	Nov-Dec13		11/25/2013	Internet Access, Nov-Dec2013, NB Middle		\$231.72

## City Checks Issued 12/13/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74901	12/13/2013 Invoice 1247	Open	Date 11/30/2013	Description Professional Services 11/01/13-11/30/13	COASTAL WATERSHED COUNCIL	\$3,281.89
74902	12/13/2013 Invoice 34970440	Open	Date 11/30/2013	Description Gas Card Purchases, PD	CONOCO-PHILLIPS FLEET SERVICES	\$123.34
74903	12/13/2013 Invoice 28750-84	Open	Date 12/08/2013	Description Website Hosting, General Plan Fund 1313, Gen Plan	CRUZIO THE INTERNET STORE INC.	\$44.95
74904	12/13/2013 Invoice 208124	Open	Date 11/29/2013	Description Nov 2013 Fence rental, Pac Cove	D & G SANITATION	\$77.94
74905	12/13/2013 Invoice 7337426	Open	Date 12/04/2013	Description Misc. supplies	EWING IRRIGATION	\$13.75
74906	12/13/2013 Invoice 119232 119235 119231	Open	Date 11/12/2013 11/14/2013 11/10/2013	Description Suzuki Tow, 13c-02267 Highlander Tow, 13c-02267 Mini Cooper Tow, 13c-02267	EXTREME TOWING	\$900.00
74907	12/13/2013 Invoice 29	Open	Date 12/06/2013	Description Nov 2013 BIA Services Fund 1321, BIA	FERRASCI-HARP, AMY	\$1,025.00
74908	12/13/2013 Invoice 13-913238 13-913236	Open	Date 12/02/2013 12/02/2013	Description 80 Gal Diesel 407 Gal Ethanol	FLYERS ENERGY, LLC	\$1,841.75
74909	12/13/2013 Invoice CBF-11-2013 CBF-11-2013-2	Open	Date 12/01/2013 12/01/2013	Description Nov 2013 Services Nov 2013 Grant Writing Assistance Fund 1000, Gen Fund=\$3900.00 Fund 5552, Hsg Succ=\$2300.00	FLYNN, CAROLYN	\$6,200.00
74910	12/13/2013 Invoice Nov2013	Open	Date 12/01/2013	Description Nov Services, Monarch Cove Inn	FREITAS & FREITAS, INC.	\$3,060.00
74911	12/13/2013 Invoice 110222	Open	Date 11/18/2013	Description Oct 2013 Successor Agency Legal Fees	GOLDFARB & LIPMAN, LLP	\$864.00

## City Checks Issued 12/13/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74912	12/13/2013	Open			HOWELLS, NANCY	\$232.70
	Invoice		Date	Description		Amount
	2014-00000322		12/09/2013	Instructor Payment, Late Fall 2013		\$232.70
74913	12/13/2013	Open			HYDROSCIENCE ENGINEERS INC.	\$1,530.00
	Invoice		Date	Description		Amount
	331002001		12/04/2013	Plan Review Services, Monarch Redevelop		\$1,530.00
74914	12/13/2013	Open			ICMA RETIREMENT TRUST 457	\$3,689.16
	Invoice		Date	Description		Amount
	ICMA12-13-13		12/09/2013	Retirement Plan Contr, Employee Funded		\$3,689.16
74915	12/13/2013	Open			INDUSTRIAL SAFETY SUPPLY	\$213.72
	Invoice		Date	Description		Amount
	492151		12/03/2013	Rain coats and pants		\$213.72
74916	12/13/2013	Open			IT CREATIONS INC.	\$2,500.16
	Invoice		Date	Description		Amount
	89881		10/29/2013	Server Fund 2211, IT		\$2,500.16
74917	12/13/2013	Open			KAREN NEVIS FINE ARTS	\$65.25
	Invoice		Date	Description		Amount
	2178		12/08/2013	Mayor thank-you gift		\$65.25
74918	12/13/2013	Open			LC ACTION POLICE SUPPLY, LTD	\$2,372.77
	Invoice		Date	Description		Amount
	303789		10/31/2013	Gun gear, Grant funded		\$2,372.77
74919	12/13/2013	Open			MID-COUNTY AUTO SUPPLY	\$60.37
	Invoice		Date	Description		Amount
	361793		11/13/2013	Chev Tahoe, PD 112		\$11.62
	362441		11/19/2013	Auto Parts, PD112		\$33.00
	362469		11/19/2013	Auto parts, PD112		\$15.75
74920	12/13/2013	Open			MILLER'S TRANSFER & STORAGE CO	\$219.30
	Invoice		Date	Description		Amount
	85113		12/03/2013	Records handling, Nov & Storage, Dec		\$219.30
74921	12/13/2013	Open			MISSION LINEN SUPPLY	\$1,005.15
	Invoice		Date	Description		Amount
	Nov2013		11/30/2013	Mat, Mop, and Uniform Cleaning, Nov2013		\$1,005.15
74922	12/13/2013	Open			MISSION PRINTERS	\$197.45
	Invoice		Date	Description		Amount
	47304		11/13/2013	City Envelopes Fund 2210, Stores		\$197.45
74923	12/13/2013	Open			MURPHY, LISA	\$188.43
	Invoice		Date	Description		Amount
	20131022		12/06/2013	Reimb travel exp, CalPelra Conf		\$188.43

## City Checks Issued 12/13/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74924	12/13/2013	Open			ORCHARD SUPPLY HARDWARE	\$279.66
	Invoice		Date	Description		Amount
	6007-6129290		11/25/2013	HVAC repairs		\$63.51
	6010-7898801		11/25/2013	HVAC repairs		\$64.13
	6011-4793806		11/26/2013	Christmas palms		\$2.15
	6007-6129533		11/26/2013	Irrigation supplies		\$2.15
	6005-6122219		12/02/2013	Cement		\$26.02
	6013-7892068		12/02/2013	Misc.		\$7.60
	6007-2430894		12/04/2013	Misc.		\$83.66
	6011-4796231		12/04/2013	Hose		\$30.44
74925	12/13/2013	Open			PALACE ART & OFFICE SUPPLIES	\$177.13
	Invoice		Date	Description		Amount
	240090-1		11/21/2013	Office Supplies, City Hall		\$7.12
	241573		12/06/2013	Office Supplies, City Hall		\$77.82
	241350		12/06/2013	Office Supplies, City hall		\$71.18
	242471		12/10/2013	Office Supplies, City Hall		\$10.82
	242207-1		12/10/2013	Office Supplies, City Hall Fund 2210, Stores		\$10.19
74926	12/13/2013	Open			PODS ENTERPRISES INC.	\$167.48
	Invoice		Date	Description		Amount
	050-366157		12/05/2013	Container Rent, Dec 18-Jan 17		\$167.48
74927	12/13/2013	Open			PRINTING SYSTEMS, INC.	\$79.86
	Invoice		Date	Description		Amount
	82755		12/01/2013	2013 Form 1099		\$79.86
74928	12/13/2013	Open			ProBUILD COMPANY LLC	\$16.06
	Invoice		Date	Description		Amount
	30066301		12/11/2013	Pipe hangers Fund 1311, Wharf Fund		\$16.06
74929	12/13/2013	Open			ROYAL WHOLESALE ELECTRIC	\$218.73
	Invoice		Date	Description		Amount
	7719-576700		12/02/2013	Bulbs		\$28.28
	7719-576477		11/26/2013	Bathroom fan		\$190.45
74930	12/13/2013	Open			SCC AUDITOR-CONTROLLER	\$10,295.00
	Invoice		Date	Description		Amount
	Nov2013		12/06/2013	Citation Surcharges, Nov 2013		\$10,295.00
74931	12/13/2013	Open			SCC INFORMATION SERVICES	\$521.99
	Invoice		Date	Description		Amount
	Dec 2013		12/01/2013	SCAN open query Dec 2013		\$521.99
74932	12/13/2013	Open			SANTA CRUZ FIRE EQUIPMENT CO.	\$183.03
	Invoice		Date	Description		Amount
	95821		11/15/2013	Fire safety - gas shed Fund 1311, Wharf Fund		\$183.03
74933	12/13/2013	Open			SHERMAN, LEONIE	\$300.00
	Invoice		Date	Description		Amount
	Dec 2013		12/11/2013	Self Defense class Dec 2 and 9 2013		\$300.00

## City Checks Issued 12/13/13

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount	
74934	12/13/2013 Invoice 442487	Open	Date 12/05/2013	Description Pac Cove Lower Parking Lot Permit Regist Fund 1421, Pac Cove	STATE WATER RESOURCES CONTRC	\$613.00	
74935	12/13/2013 Invoice 19570	Open	Date 12/04/2013	Description Dec 2013 Flex Plan Admin Fee	TLC ADMINISTRATORS, INC.	\$175.00	
74936	12/13/2013 Invoice 6828279 6828777	Open	Date 11/18/2013 11/22/2013	Description Grass Bags for Lawn Mowers Lawn Mower Parts	TURF STAR INC.	\$262.85	
74937	12/13/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	UNITED WAY OF SCC	\$3,483.50	
74938	12/13/2013 Invoice 241603596 242491801 242491900	Open	Date 11/23/2013 12/04/2013 12/04/2013	Description Contract 500-0296803-000, IR2525, City P Contract 500-0306481-000, IR2525 Copier Contract 500-0332346-000, Konica C452 Fund 1000, Gen Fund=\$259.85 Fund 2211, IT=\$160.96	US BANCORP EQUIPMENT FINANCE	\$420.81	
74939	12/13/2013 Invoice PARS12-13-13	Open	Date 12/06/2013	Description Retirement Plan Contr, Employee Funded	US Bank Institutional Trust-Western Reg	\$302.62	
74940	12/13/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	VISTA CENTER FOR THE BLIND	\$885.50	
74941	12/13/2013 Invoice Progress #1 v2	Open	Date 12/04/2013	Description Pac Cove Lower Parking Lot Fund 1421, Pac Cove	WATER ROCK CONSTRUCTION CORP	\$179,559.00	
74942	12/13/2013 Invoice 13135055	Open	Date 12/06/2013	Description refund cite #13135055	Eidelman, Anton	\$36.00	
74943	12/13/2013 Invoice TRP100042748	Open	Date 12/11/2013	Description Armorer's course Blankenship, Murray	Glock Professional	\$390.00	
74944	12/13/2013 Invoice 501356	Open	Date 11/16/2013	Description Rec Copier Rental	PITNEY BOWES INC.	\$146.82	
City Totals				Count	56	Total	262,866.98


Checks dated 12/20/13 numbered 74945 to 75004 for a total of \$207,738.83 have been reviewed and authorized for distribution by the City Manager.

As of 12/20/13 the unaudited cash balance is \$3,112,270.30

**CASH POSITION - CITY OF CAPITOLA 12/20/13**

	<u>Net Balance</u>
General Fund	\$ 1,219,452.73
Contingency Reserve Fund	\$ 1,222,645.66
Worker's Comp. Ins. Fund	\$ 299,124.79
Self Insurance Liability Fund	\$ 185,039.52
Stores Fund	\$ (1,473.50)
Information Technology Fund	\$ 51,520.02
Equipment Replacement	\$ 117,812.21
Compensated Absences Fund	\$ 18,148.87
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$ 3,112,270.30</u>

The Emergency Reserve Fund Balance is \$569,705.54 (not included above).

  
 \_\_\_\_\_  
 Jamie Goldstein, City Manager

12/20/2013  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Christine McBroom, City Treasurer

\_\_\_\_\_  
 Date

## City Checks Issued 12/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74945	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	ADVOCACY INC.	\$3,582.50
74946	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	BIG BROTHERS BIG SISTERS OF SCC	\$1,346.00
74947	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	CABRILLO COLLEGE STROKE CTR	\$3,344.00
74948	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	CALIFORNIA GREY BEARS INC.	\$6,935.50
74949	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	CAMPUS KIDS CONNECTION INC.	\$8,247.50
74950	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	CASA OF SANTA CRUZ COUNTY	\$1,478.50
74951	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	CENTRAL COAST CENTER FOR INDEPENDENT	\$2,313.50
74952	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	COMMUNITY ACTION BOARD OF SCC	\$643.00
74953	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	COMMUNITY BRIDGES	\$52,874.00
74954	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	CONFLICT RESOLUTION CENTER	\$1,500.00
74955	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	CULTURAL COUNCIL OF SCC	\$465.00
74956	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	DIENTES COMMUNITY DENTAL CARE	\$654.00
74957	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	FAMILIES IN TRANSITION	\$1,176.00



# City Checks Issued 12/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74958	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	FAMILY SERVICE AGENCY, CENTRAL COAST	\$5,486.00
74959	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	HOMELESS SERVICE CENTER OF SC	\$1,250.00
74960	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	HOSPICE of SANTA CRUZ COUNTY	\$750.00
74961	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	NATIVE ANIMAL RESCUE	\$559.00
74962	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	O'NEILL SEA ODYSSEY	\$1,373.00
74963	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	PARENTS CENTER OF SANTA CRUZ	\$3,509.00
74964	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	SANTA CRUZ COMMUNITY COUNSEL	\$6,948.00
74965	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	SANTA CRUZ TODDLER CARE CTR	\$582.00
74966	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	SAVE OUR SHORES	\$1,000.00
74967	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	SECOND HARVEST FOOD BANK	\$4,877.50
74968	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	SENIOR CITIZENS LEGAL SERVICES	\$4,836.50
74969	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	SENIOR NETWORK SERVICES, INC.	\$1,195.50
74970	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	SENIORS COUNCIL OF SC COUNTY	\$1,603.50

## City Checks Issued 12/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74971	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	THE DIVERSITY CENTER	\$500.00
74972	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	VOLUNTEER CENTERS OF SCC	\$1,500.00
74973	12/20/2013 Invoice FY13/14-1	Open	Date 12/11/2013	Description Semi-Annual Community Grant Payment	WOMEN'S CRISIS SUPPORT	\$1,771.50
74974	12/20/2013 Invoice 4870858	Open	Date 12/03/2013	Description Phone & Data Service Fund 1000, Gen Fund=\$1566.32 Fund 2211, IT=\$311.10	AT&T/CALNET 2	\$1,877.42
74975	12/20/2013 Invoice 20131127	Open	Date 11/27/2013	Description FY13/14 Brochure Printing, Rec	CASEY PRINTING	\$3,693.06
74976	12/20/2013 Invoice 1249	Open	Date 11/30/2013	Description Professional Services 11/01/13-11/30/13	COASTAL WATERSHED COUNCIL	\$601.09
74977	12/20/2013 Invoice 45072	Open	Date 11/25/2013	Description Muni Code Electronic Update	CODE PUBLISHING COMPANY INC.	\$128.70
74978	12/20/2013 Invoice 63271	Open	Date 12/17/2013	Description Brochure Mailing	COMPLETE MAILING SERVICE INC	\$1,286.96
74979	12/20/2013 Invoice 20131209	Open	Date 12/09/2013	Description 41st Ave Median Art, Progress Payment Fund 1315, Public Art	CORLISS, TROY	\$27,175.00
74980	12/20/2013 Invoice Nov2013	Open	Date 11/29/2013	Description Drinking Water Service, Nov 2013	CRYSTAL SPRINGS WATER CO.	\$129.75
74981	12/20/2013 Invoice 589165	Open	Date 12/02/2013	Description Plants	FARWEST NURSERY	\$6.90
74982	12/20/2013 Invoice 13-915158 13-915160	Open	Date 12/06/2013 12/06/2013	Description 420 Gal Ethanol 110 Gal Diesel	FLYERS ENERGY, LLC	\$2,008.74

# City Checks Issued 12/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74983	12/20/2013	Open			GRANITE ROCK COMPANY	\$10.88
	Invoice		Date	Description		Amount
	801340		12/07/2013	Granite Rock Fines - Village		\$10.88
74984	12/20/2013	Open			LOOMIS	\$1,125.63
	Invoice		Date	Description		Amount
	11343402		11/30/2013	Nov 2013 Armored Car Service		\$1,125.63
74985	12/20/2013	Open			MEGAPATH COVAD COMMUNICATION	\$690.49
	Invoice		Date	Description		Amount
	48724424		11/28/2013	Internet access Fund 2211, IT		\$690.49
74986	12/20/2013	Open			MICROFLEX CORP #774353	\$518.82
	Invoice		Date	Description		Amount
	1412378		11/25/2013	Latex Gloves-PD		\$518.82
74987	12/20/2013	Open			MID-COUNTY AUTO SUPPLY	\$541.14
	Invoice		Date	Description		Amount
	363198		11/26/2013	Auto parts, Shop PU, F-150		\$52.15
	363407		11/27/2013	Wharf Rd Generator parts		\$3.46
	363080		11/25/2013	Parts, Bobcat Loader		\$9.63
	363637		12/02/2013	Oil Filters		\$16.08
	636615		12/02/2013	Auto parts, fleet		\$78.25
	363753		12/03/2013	Part, Bobcat Loader		\$26.81
	363707		12/03/2013	Nurf Bars, PW 2008 F-150		\$339.58
	363757		12/03/2013	Auto parts, fleet		\$15.18
74988	12/20/2013	Open			MISSION PRINTERS	\$38.78
	Invoice		Date	Description		Amount
	47377		11/26/2013	Business Cards, Nichols Fund 2210, Stores		\$38.78
74989	12/20/2013	Open			ORCHARD SUPPLY HARDWARE	\$400.04
	Invoice		Date	Description		Amount
	6011-4794114		11/27/2013	Misc.		\$32.94
	6011-4795563		12/02/2013	Cleaning supplies		\$8.36
	6005-6122131		12/02/2013	Misc.		\$16.30
	6007-3521377		12/06/2013	Velcro for parking		\$12.50
	6005-6122221		12/02/2013	Shop Tools, Fleet		\$97.86
	6005-6122661		12/04/2013	Sweeper Maint (Fund 1310, Gas Tax)		\$13.66
	6007-2430914		12/04/2013	Shop Tools		\$131.17
	6007-6122667		12/12/2013	Shop Tools		\$87.25
74990	12/20/2013	Open			PALACE ART & OFFICE SUPPLIES	\$165.26
	Invoice		Date	Description		Amount
	242207		12/09/2013	Office Supplies, City Hall		\$126.68
	243220		12/13/2013	Office Supplies, City Hall		\$36.00
	243220-1		12/16/2013	Office Supplies, City Hall Fund 2210, Stores		\$2.58
74991	12/20/2013	Open			PERRY, FRANK	\$144.21
	Invoice		Date	Description		Amount
	20131217		12/16/2013	Reimb Museum Supply Exp		\$144.21

## City Checks Issued 12/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74992	12/20/2013 Invoice 102013070	Open	Date 11/21/2013	Description Oct 2013 Citation processing	PHOENIX GROUP INFORMATION SYS	\$1,546.31
74993	12/20/2013 Invoice 47795608	Open	Date 11/20/2013	Description Corp Yard Gases	PRAXAIR DISTRIBUTION INC.	\$113.02
74994	12/20/2013 Invoice 30063683	Open	Date 12/03/2013	Description Concrete	ProBUILD COMPANY LLC	\$43.19
74995	12/20/2013 Invoice 2040516-Nov13	Open	Date 12/06/2013	Description Nov 2013 Advertising	SANTA CRUZ SENTINEL	\$500.61
74996	12/20/2013 Invoice 1214-2	Open	Date 11/24/2013	Description State mandated cost reimb services	SHIELDS CONSULTING GROUP INC.	\$2,500.00
74997	12/20/2013 Invoice 6106	Open	Date 10/17/2013	Description T Shirts For Softball Sport About 2013	SPORT ABOUT	\$507.15
74998	12/20/2013 Invoice 974855313-144	Open	Date 11/29/2013	Description Cell Phone Service	SPRINT	\$3,252.45
74999	12/20/2013 Invoice Nov2013	Open	Date 12/05/2013	Description IT Supplies Fund 2211, IT	STAPLES	\$47.16
75000	12/20/2013 Invoice 1135	Open	Date 11/25/2013	Description Nov2013 K-9 Training Services	VIGILANT CANINE SERVICES INTER.	\$250.00
75001	12/20/2013 Invoice 80130 80131	Open	Date 11/26/2013 12/15/2013	Description Pac Cove mobile home relocation (week e Pacific Cove mobile home moving work en Fund 1200, CIP	WALSH CONSTRUCTION AND ASSOC	\$32,691.07
75002	12/20/2013 Invoice 5886	Open	Date 12/09/2013	Description two light pole footings, set bolts, traffic con	WHITLOW CONCRETE, INC.	\$2,600.00
75003	12/20/2013 Invoice 6777	Open	Date 12/16/2013	Description Charge Point service contract 2 year renev	Clean Fuel Connection, Inc.	\$720.00

# City Checks Issued 12/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
75004	12/20/2013 Invoice 2014-00000331	Open	Date 12/18/2013	Description Reimb Attny Exp	Ryan, Sarah	\$124.00 \$124.00
Check Totals:				Count	60	TOTAL \$207,738.83

THIS PAGE INTENTIONALLY LEFT BLANK



# CITY COUNCIL AGENDA REPORT

## MEETING OF JANUARY 9, 2014

FROM: OFFICE OF THE CITY CLERK

SUBJECT: CONSIDER AN ORDINANCE AMENDING CHAPTER 15.04 PERTAINING TO  
CITY BUILDING AND FIRE CODES

---

**RECOMMENDED ACTION:** Adopt the proposed Ordinance amending Municipal Code Chapter 15.04 pertaining to building and fire codes [2nd Reading].

**BACKGROUND:** The draft Ordinance amending Chapter 15.04 presented for a second reading.

**DISCUSSION:** The City Council approved the first reading of this Ordinance at the Council meeting held on December 12, 2013.

The proposed Ordinance is before the City Council for its second reading and final adoption. If adopted, the Ordinance will take effect in thirty (30) days.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

1. Draft Ordinance

Report Prepared By: Susan Sneddon, CMC  
City Clerk

Reviewed and Forwarded  
By City Manager: \_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK



## ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
AMENDING CHAPTER 15.04 OF THE CAPITOLA MUNICIPAL CODE  
PERTAINING TO ADOPTION OF CALIFORNIA BUILDING CODES**

THE CITY COUNCIL OF THE CITY OF CAPITOLA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. Chapter 15.04 is amended to be titled CONSTRUCTION AND FIRE CODES

SECTION 2. Section 15.04.010 of the Capitola Municipal Code is amended to read as follows:

15.04.010 Adoption of California Building Codes. The City of Capitola adopts the following Codes or designated portions thereof:

- A. The California Building Code and appendices, 2013 edition, which edition incorporates the International Building Code, 2012 edition as published by the International Code Council and includes the Historic, Existing Building, and International Property Maintenance Codes.
- B. The California Electrical Code, 2013 edition, which incorporates the 2011 National Electrical Code as published by the National Fire Protection Association.
- C. The California Mechanical Code, 2013 edition, which incorporates the 2012 Uniform Mechanical Code as published by the Association of Plumbing and Mechanical Officials.
- D. The California Plumbing Code, 2013 edition, which incorporates the 2012 edition of the Uniform Plumbing Code.
- E. The California Fire code as amended by the Central Fire Protection District Fire Code, 2013 edition.
- F. The California Residential Code, 2013 edition, which incorporates the International Residential Code, 2012 edition.
- G. The 2013 California Referenced Standards Code.
- H. The California Energy Code, 2013 edition.
- I. The California Green Building Standards Code, 2013 edition.

SECTION 3. Section 15.04.050 Modifications to the California Building Code.

- A. The following local geologic conditions justify modifications to California Building Standards Code as detailed in subsection B:

Geological – The region is located in an area of high seismic activities as indicated by United States Geological Survey and California Division of Mines and Geology. Recent earthquake activities have indicated the lack of flexibility of materials and/or building systems has been a contributing factor to damages that reduced the usability of buildings, degraded the life-safety of building occupants, and increased the cost of rehabilitation of the structures.

- B. The following modifications apply to the California Building Code:

1805.3.1. Concrete floors in all residential occupancies shall be protected from moisture penetration by a bed of at least three inches of clean rock, not less than 3/8 inch nor more than 1 inch in diameter. Dampproofing consisting of not less than 10-mil polyethylene with joints lapped not less than 12 inches, a vapor barrier that meets or exceeds ASTM E-1745 Standards, or other approved methods or materials shall be installed beneath the slab. Joints in the membrane shall be

ORDINANCE NO. \_\_\_\_\_

lapped and sealed in accordance with the manufacturer's installation instructions.

Section 1905.1.8. Amends ACI 318 section 22.10.1 of ACI 318 that allows the use of plain concrete in residential structures assigned to seismic design category D, E or F to read:

22.10. Plain concrete in structures assigned to seismic design category C, D, E or F.

22.10.1. Structures assigned to Seismic Design Category C, D, E or F shall not have elements of structural plain concrete, except as follows:

(a) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

Exception: In detached one and two-family dwelling three stories or less in height, the projection of the footing beyond the face of the supported member is permitted to exceed the footing thickness.

(b) Plain concrete footing supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.

Exception: In detached one and two-family dwellings three stores or less in height and constructed with stud bearing walls, plain concrete footings with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted to have a total area of less than 0.002 times the gross cross-sectional area of the footing.

SECTION 4. The following changes and modifications are hereby made to the California Residential Code as referenced below:

R506.2.3. Concrete floors in all residential occupancies shall be protected from moisture penetration by a bed of at least three inches of clean rock, not less than 3/8 inch nor more than 1 inch in diameter. Dampproofing consisting of not less than 10-mil polyethylene with joints lapped not less than 12 inches, a vapor barrier that meets or exceeds ASTM E-1745 Standards, or other approved methods or materials shall be installed beneath the slab. Joints in the membrane shall be lapped and sealed in accordance with the manufacturer's installation instructions.

R403.1.3. Seismic reinforcing.

a) Concrete footings located in Seismic Design Categories D0, D1 and D2, as established in Table R301.2 (1), shall have minimum reinforcement of at least two continuous longitudinal reinforcing bars not smaller than No. 4 bars. Bottom reinforcement shall be located a minimum of 3 inches (76 mm) clear from the bottom of the footing.

b) In Seismic Design Categories D0, D1 and D2 where a construction joint is created between a concrete footing and a stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing, have a standard hook and extend a minimum of 14 inches (357 mm) into the stem wall.

ORDINANCE NO. \_\_\_\_

- c) In Seismic Design Categories D0, D1 and D2 where a grouted masonry stem wall is supported on a concrete footing and stem wall, a minimum of one No. 4 bar shall be installed at not more than 4 feet (1219 mm) on center. The vertical bar shall extend to 3 inches (76 mm) clear of the bottom of the footing and have a standard hook.
- d) In Seismic Design Categories D0, D1 and D2 masonry stem walls without solid grout and vertical reinforcing are not permitted.  
Exception: In detached one- and two-family dwellings which are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted.

In Seismic Design Categories D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, Method GB is not permitted and the use of Method PCP is limited to one-story single family dwellings and accessory structures.

Add the "e" footnote notation in the title of Table R602.10., after the four footnotes currently shown, to read:

TABLE R602.10.1.3(3)<sup>a,b,c,d,e</sup>

- e) R602.10.4.4. Limits on methods GB and PCP. In Seismic Design Categories D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, Method GB is not permitted for use as intermittent braced wall panels, but gypsum board is permitted to be installed when required by this Section to be placed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D<sub>0</sub>, D<sub>1</sub>, and D<sub>2</sub>, the use of Method PCP is limited to one-story single family dwellings and accessory structures.

SECTION 5. This Ordinance shall take effect and be in full force thirty (30) days after its final adoption by the City Council.

This Ordinance was introduced on the 12<sup>th</sup> day of December, 2013, and was passed and adopted by the City Council of the City of Capitola on the 9<sup>th</sup> day of January, 2014, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Sam Storey, Mayor

ATTEST:

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

THIS PAGE INTENTIONALLY LEFT BLANK



# CITY COUNCIL AGENDA REPORT

## MEETING OF JANUARY 9, 2014

FROM: OFFICE OF THE CITY CLERK

SUBJECT: CONSIDER AN ORDINANCE AMENDING CHAPTER 2.44 OF THE CAPITOLA MUNICIPAL CODE PERTAINING TO THE PERSONNEL SYSTEM

---

**RECOMMENDED ACTION:** Adopt the proposed Ordinance amending Municipal Code Chapter 2.44 of the Capitola Municipal Code pertaining to the Personnel System [2nd Reading].

**BACKGROUND:** The draft Ordinance amending Chapter 2.44 presented for a second reading.

**DISCUSSION:** The City Council approved the first reading of this Ordinance at the Council meeting held on December 12, 2013.

The proposed Ordinance is before the City Council for its second reading and final adoption. If adopted, the Ordinance will take effect in thirty (30) days.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

1. Draft Ordinance

Report Prepared By: Susan Sneddon, CMC  
City Clerk

Reviewed and Forwarded  
By City Manager: \_\_\_\_\_

A handwritten signature in black ink, appearing to be "J. B.", is written over a horizontal line that serves as a signature line.

THIS PAGE INTENTIONALLY LEFT BLANK

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
AMENDING CHAPTER 2.44 OF THE CAPITOLA MUNICIPAL CODE  
PERSONNEL SYSTEM**

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS FOLLOWS:

Section 1. Chapter 2.44 is hereby amended to read as follows:

**“CHAPTER 2.44”  
PERSONNEL SYSTEM**

- 2.44.020 Definitions.
- 2.44.030 Personnel officer.
- ~~2.44.040 Personnel board – Designated.~~
- ~~2.44.050 Personnel board – Duties.~~
- 2.44.060 Exempted employees.
- 2.44.062 Exempted officials.
- 2.44.070 Rules adoption and amendment.
- 2.44.080 Appointments.
- 2.44.090 Probationary period.
- 2.44.100 Continuation of employment.
- ~~2.44.110 Attendance and leaves for full-time exempt positions.~~
- 2.44.120 Disciplinary action.
- 2.44.130 Appeal.
- 2.44.140 Layoff and reemployment.
- 2.44.150 Political activity.
- 2.44.160 Discrimination prohibited.
- 2.44.170 Right to contract for special service.

**2.44.010 Adopted.**

In order to establish an equitable and uniform procedure for dealing with personnel matters; to attract to municipal service the best and most competent persons available; to assure that appointments and promotions of employees will be based on merit and fitness; and to provide a reasonable degree of security for qualified employees, the personnel system set forth in this chapter is adopted. (Ord. 381 § 1, 1974)

**2.44.020 Definitions.**

As used in this chapter, the following terms shall be defined as indicated:

- A. “Appointing powerAuthority” means the officers of the city who, in their individual capacities, or as a board, commission, or city council, have the final authority to make the appointment to the position to be filled means the City Manager, who is the appointing authority of employees in the competitive service, provided, however the City Manager may delegate in writing the appointing authority to any Department Head.

**Item #: 8.D. Attach 1.pdf**

DRAFT ORDINANCE

- B. "Class" means all positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.
- C. "Competitive service" means all positions of employment in the service of the city except those specifically excluded by this chapter.
- D. "Days" means calendar days unless otherwise stated.
- E. "Demotion" means the movement of an employee from one class to another class having a lower maximum rate of pay.
- F. "Employment list" means a list of names of persons who may be considered for employment with the city under specified conditions.
- G. "Examination" means selection techniques used to measure the relative capacities of the persons applying for positions within the competitive service.
- H. "Layoff" means the separation of employees from the active workforce due to lack of work or funds, or to the abolition of positions by the city council for the above reasons or due to organizational changes.
- I. "Position" means a group of duties and responsibilities in the competitive service requiring the full-time or part-time employment of one person.
- J. "Probationary period" means a working test period during which an employee is required to demonstrate his or her fitness for the position to which he or she is appointed by actual performance of the duties of the position.
- K. "Promotion" means the movement of an employee from one class to another class having a higher maximum rate of pay.
- L. "Provisional appointment" means an appointment of a person who possesses the minimum qualifications established for a particular class and who has been appointed to a position in that class in the absence of available eligibles.
- M. "Reinstatement" means the reemployment without examination of a former regular employee or probationary employee.
- N. "Suspension" means the temporary separation from the service of an employee without pay, for disciplinary purposes.
- O. "Transfer" means a change of an employee from one position to another position in the same class or in a comparable class.
- P. "Regular" means a position in the competitive service that is, regardless of the number of hours worked per week, intended to be continuous and uninterrupted (except for authorized or unpaid leave) and receives benefits. Positions intended to be seasonal, of a limited term, on call only, emergency, intermittent, substitute or on any other irregular basis are not "regular." (Ord. 829 § 1, 2001; Ord. 381 § 2, 1974)



## DRAFT ORDINANCE

**2.44.030 Personnel officer.**

The city manager shall be the personnel officer. The city manager may delegate any of the powers and duties conferred upon him or her as personnel officer under this chapter to any other officer or employee of the city or may recommend that such powers and duties be performed under contract as provided in Section 2.44.170. The personnel officer shall:

- A. Act as the appointing authority for the City
- ~~A.B. Administer all the provisions of this chapter and of the personnel rules not specifically reserved to the city council;~~
- ~~B.C. Prepare and recommend to the city council personnel rules and revisions and amendments to such rules;~~
- D. Prepare or cause to be prepared a position classification plan, including class specifications, and revisions of the plan. The plan, and any revisions thereof, shall become effective upon approval by the city council;
- ~~C.E. Have the authority to discipline employees in accordance with this Chapter and the personnel rules of the City.~~
- ~~D.F. Provide for the publishing or posting of notices of tests for positions in the competitive service; the receiving of applications therefore; the conducting and grading of tests; the certification to the appointing power of a list of all persons eligible for appointment to the appropriate position in the competitive service. (Ord. 381 § 3, 1974)~~

~~**2.44.040 Personnel board — Designated.**~~

~~— The city council shall act in the capacity of the personnel board. (Ord. 381 § 4, 1974)~~

~~**2.44.050 Personnel board — Duties.**~~

~~— The board, as provided by this chapter and by the rules, shall hear appeals submitted by any person in the competitive service relative to any disciplinary action, dismissal, demotion, charge of discrimination, or alleged violation of this chapter, and to certify its findings and recommendations as provided in the personnel system rules. (Ord. 381 § 5, 1974)~~

**2.44.060 Exempted employees.**

The provisions of this chapter apply to all employees in the service of the city, except:

- A. The city manager and any assistant city manager;
- B. Any department head, including the chief of police, whose first date of employment is July 1, 2001, or after;
- C. Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as fire, flood, or earthquake;
- D. Employees who are not "regular" (as defined in Section 2.44.020 (P)) employees. (Ord. 829 § 2, 2001; Ord. 381 § 6, 1974)

**2.44.062 Exempted officials.**

The provisions of this chapter do not apply to any of the following:

- A. Elective officers;
- B. Members of, appointive boards, commissions, and committees;

- C. Persons engaged under contract to supply expert, professional, technical or any other services;
- D. Volunteer personnel, such as volunteer firemen;
- E. City attorney, whether or not he or she is an employee. (Ord 829 § 3, 2001)

**2.44.070 Rules adoption and amendment.**

Personnel rules shall be adopted by resolution of the city council after notice of such action has been publicly posted in at least three public places designated by the city council, and at least five days prior to city council consideration. The personnel officer shall give reasonable written notice to each recognized employee organization affected by the ordinance, rule, resolution or regulation or amendment thereof proposed to be adopted by the city council. Amendments and revisions may be suggested by any interested party and shall be processed as provided in the personnel rules. The rules shall establish regulations governing the personnel system including:

- A. Preparation, installation, revision and maintenance of a position classification plan covering all positions in the competitive service, including employment standards and qualifications for each class;
- B. Public announcement of all tests and acceptance of applications for employment;
- C. Preparation and conduct of tests and the establishment and use of resulting employment lists containing names of persons eligible for appointment;
- D. Certification and appointment of persons from employment lists and the making of provisional appointments;
- E. Establishment of probationary periods;
- F. Evaluation of employees during the probationary period;
- G. Transfer, promotion, demotion, reinstatement, disciplinary action and layoff of employees in the competitive service;
- H. Separation of employees from the city service;
- I. The establishment of adequate personnel records;
- J. The establishment of appeal procedures concerning the interpretation of application of this chapter and any rules adopted under this chapter. (Ord. 381 § 7, 1974)

**2.44.080 Appointments.**

Appointments to vacant positions in the competitive service shall be made in accordance with the personnel rules. Appointments and promotions shall be based on merit and fitness to be ascertained so far as practicable by competitive examination. Examinations may be used and conducted to aid in the selection of qualified employees and shall consist of selection techniques which will test fairly the qualifications of candidates such as achievement and aptitude tests, written tests, personal interview, performance tests, physical agility tests, evaluation of daily work performance, work samples or any combinations of these or other tests. The probationary period shall be considered an extension of the examination process. Physical and medical tests may be given as a part of any examination.

In any examination the personnel officer may include, in addition to competitive tests, a qualifying test or tests and set minimum standards therefor.

## DRAFT ORDINANCE

~~Appointments shall be made by the city council, or by the officer in whom the power to make appointments is vested.~~

~~When appointment is to be made to a vacancy in the competitive service, the personnel officer shall transmit to the appointing power the names of all persons on the appropriate certified employment list, in the order in which they appear on the list. (Ord. 381 § 8, 1974)~~

#### **2.44.090 Probationary period.**

All regular appointments, including promotional appointments, shall be for a probationary period of not less than six months. Appointments to public safety positions will ordinarily be twelve months. That period may be reduced (but not below six months) if the chief of police so recommends and the city manager approves. Such a recommendation should only be made after the chief has had ample opportunity to evaluate the officer. During the probationary period, the employee may be rejected at any time without the right of appeal or hearing. An employee rejected during the probationary period from a position to which he or she has been promoted shall be reinstated to a position in the class from which he or she was promoted unless he or she is discharged from the city service as provided in this chapter and the rules.

An employee in the competitive service promoted or transferred to a position not included in the competitive service shall be reinstated to a position in the class from which he or she was promoted or transferred if action is taken to reject him or her unless he or she is discharged in the manner provided in this chapter and the personnel rules for positions in the competitive service. (Ord. 831, 2001; Ord. 381 § 9, 1974)

#### **2.44.100 Continuation of employment.**

Any person holding a position included in the competitive service who, on the effective date of the ordinance codified in this chapter, has served continuously in such position, or in some other position in the competitive service, for a period equal to the probationary period prescribed in the rules for his or her class, shall assume regular status in the competitive service in the position held on such effective date without qualifying test, and shall thereafter be subject in all respects to the provisions of this chapter and the personnel rules. Any other person holding positions in the competitive service shall be regarded as probationers who are serving out the balance of their probationary periods as prescribed in the rules before obtaining regular status. The probationary period shall be computed from the date of appointment or employment. (Ord. 381 § 10, 1974)

#### ~~2.44.110 Attendance and leaves for full-time exempt positions.~~

~~\_\_\_\_\_ The provisions of the personnel rules relating to attendance and leaves shall apply to the incumbents of full-time exempt positions, unless otherwise specified. (Ord. 381 § 11, 1974)~~

#### **2.44.120 Disciplinary action.**

~~Any The appointing power authority shall have the right, for due cause, to demote, dismiss, reprimand, reduce in pay, or suspend without pay for thirty calendar days, any regular non-sworn employee in accordance with procedures included in the personnel rules. Notice of such action must be in writing and served personally on such employee, except where an emergency situation exists, in which case the notice shall be served within three working days of the action taken. Such notice shall specify the penalty and contain a statement of the reason or reasons therefor.~~

Notwithstanding any provision in this rule to the contrary, public safety personnel in the Police Department are subject to provisions of the Public Safety Officers Procedural Bill of Rights (POBR), as set forth in Government Code §§ 3300 et seq., and wherever any provisions

**Item #: 8.D. Attach 1.pdf**  
DRAFT ORDINANCE

of these Rules and Regulations conflict with provisions of the POBR, the provisions of the POBR shall prevail.

The provisions of this section shall not apply to reductions in pay which are a part of a general plan to reduce salaries and wages or to eliminate positions. (Ord. 381 § 12, 1974)

**2.44.130 Appeal.**

Any employee in the competitive service shall have the right to appeal to the personnel board any disciplinary action, or alleged violation of this chapter, except in those instances where the right of appeal is specifically prohibited by this chapter or the rules adopted under this chapter or the personnel rules.

All appeals shall be concluded as expeditiously as possible and in accordance with the requirements and procedures as set forth in the personnel rules and regulations adopted pursuant to this chapter. (Ord. 381 § 13, 1974)

**2.44.140 Layoff and reemployment.**

Whenever in the judgment of the city council or the appointing authority, it becomes necessary in the interest of economy, or because the necessity for a position no longer exists, the city council or the appointing authority may abolish any position or employment in the competitive service; and the employee holding such position for employment may be laid off without taking disciplinary action, and without the right of appeal.

The order of layoff of employees shall be established by the personnel follow the process outlined in the personnel rules adopted pursuant to this Chapter. officer on the recommendation of the department head involved. The department head shall take into consideration the job performance and length of service of employees in preparing a recommended layoff list; provided, however, that no regular or probationary employee shall be laid off from his or her position in any department while any emergency, temporary or provisional employee is serving in the same class in that department.

Employees to be laid off shall be given at least fourteen days prior notice. The names of regular and probationary employees laid off or demoted in lieu of layoff shall be placed upon reemployment lists for one year for those classes requiring basically the same qualifications, duties and responsibilities of the class from which layoff or demotion in lieu of layoff was made.

Persons whose names are placed on reemployment lists in accordance with this section, and who are reemployed within the prescribed period, shall be regarded as having been on leave of absence during this period of absence and entitled to all benefits accruing from such leave. (Ord. 381 § 14, 1974)

**2.44.150 Political activity.**

The political activities of city employees shall conform to pertinent provisions of state and federal law. (Ord. 381 § 15, 1974)

**2.44.160 Discrimination prohibited.**

No person in the competitive service, or seeking admission thereto, shall be employed, promoted, demoted or discharged, or in any way favored or discriminated against because of political opinions or affiliations, race, color, ancestry, national origin, religious creed, sex, age, sexual orientation, or gender identity or because of the exercise of his or her rights under Section 3502 of the Government Code. (Ord. 381 § 16, 1974)

## DRAFT ORDINANCE

**2.44.170 Right to contract for special service.**

The city manager shall consider and make recommendations to the city council regarding the extent to which the city should contract for the performance of technical services in connection with the establishment or operation of the personnel system. The city council may contract with any qualified person or public or private agency for the performance of all or any of the following responsibilities and duties imposed by this chapter:

- A. The preparation of personnel rules and subsequent revisions and amendments thereof;
- B. The preparation of a position classification plan, and subsequent revisions and amendments thereof;
- C. The preparation, conduct and grading of competitive tests;
- D. The conduct of employee training programs;
- E. Special and technical services of advisory or informational character on matters relating to personnel administration. (Ord. 381 § 17, 1974)

**2.44.180 Effective date.**

This ordinance shall become effective immediately after the date of final passage by the City of Capitola City Council.

**2.44.190 No conflict with Federal or State law.**

Nothing in this ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any Federal or State law.

**2.44.100 Preemption.**

The provisions of this chapter shall be null and void if State or Federal legislation, or administrative regulation, takes effect with the same or substantially similar provisions as contained in this chapter. The City Council shall determine whether or not identical or substantially similar statewide legislation has been enacted or regulations issued."

Section 2. This ordinance shall take effect and be in full force on \_\_\_\_\_, 2013.

This ordinance was introduced on the 12<sup>th</sup> day of December, 2013, and was passed and adopted by the City Council of the City of Capitola on the 9<sup>th</sup> day of January, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Sam Storey, Mayor

ATTEST:

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

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

### MEETING OF JANUARY 9, 2014

FROM: FINANCE DEPARTMENT

SUBJECT: BUDGET CALENDAR FOR THE 2014-2015 FISCAL YEAR

**RECOMMENDED ACTION:** Approve the proposed Budget Calendar for Fiscal Year 2014-2015.

**BACKGROUND:** The Capitola Municipal Code requires the City to prepare and disseminate a budget calendar on or before March 1<sup>st</sup> of each fiscal year. The attached calendar provides dates for budget study sessions, hearings, meetings, and other significant budget events.

**DISCUSSION:** Staff has prepared the attached draft Budget Calendar for Fiscal Year 2014-2015. The budget cycle begins with a Special Joint City Council/Successor Agency Meeting on February 20, 2014. This meeting will focus on receiving the mid-year budget update and establishing Fiscal Year 2014-2015 Budget Principles. The Budget Principles will serve as a guide in staff's preparation of the Proposed Budget.

Pursuant to this calendar, the Proposed Budget will be distributed on Friday, May 9, 2014. The presentation of the Proposed City and Successor Agency Budgets is scheduled for Wednesday, May 21, 2014. This is a tentative schedule that may be changed as necessary by the City Manager and/or Council. Some meetings may be cancelled if they become unnecessary based on actions taken in prior sessions.

**FISCAL IMPACT:** None

#### **ATTACHMENTS**

1. Budget Calendar – 2014-2015 Fiscal Year

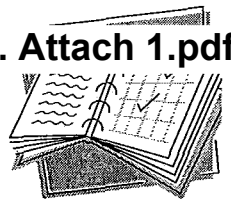
Report Prepared By: Tori Hannah  
Finance Director

Reviewed and Forwarded  
by City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY OF CAPITOLA BUDGET CALENDAR - 2014/2015 FISCAL YEAR



The City Manager and/or the City Council may change this tentative schedule.

NOTE: Some meetings may be cancelled if they become unnecessary based on prior sessions.

Meeting Date 2014	Week/Day	Nature of Meeting	Description
January 23	4 <sup>th</sup> Thursday	*Regular City Council/Successor Agency	Council to determine whether or not to receive new Community Based Health & Human Services Providers Program grant applications for FY14/15
<b>February 20</b>	3 <sup>rd</sup> Thursday	* <b>Special</b> Joint City Council/ Successor Agency	Establish Budgeting Principles / Mid-Year presentation
<b>Due date:</b> March 7	1 <sup>st</sup> Friday	N/A	Community Based Health & Human Services Providers Program grant application deadline
March 18	3 <sup>rd</sup> Tuesday	Finance Advisory Committee	Finance Advisory Committee to discuss elements of the Budget
April 3	1 <sup>st</sup> Thursday	Planning Commission	Planning Commission Review of the Capital Improvement Program (CIP)
May 9	2 <sup>nd</sup> Friday	N/A	Proposed Budget distribution
May 20	3 <sup>rd</sup> Tuesday	Finance Advisory Committee	Finance Advisory Committee to discuss proposed Budget and draft presentation with recommendations to Council
<b>May 21</b>	3 <sup>rd</sup> Wednesday	* <b>Special</b> Joint City Council/ Successor Agency	Presentation of City, Successor Agency & CIP Budgets
May 22	4 <sup>th</sup> Thursday	*Regular City Council/Successor Agency	
<b>May 29<sup>th</sup></b>	5 <sup>th</sup> Thursday	* <b>Special</b> Joint City Council/ Successor Agency	<ul style="list-style-type: none"> <li>- City Manager Report regarding Community Grant Applications</li> <li>- Community Grant Presentations</li> <li>- Council Deliberations</li> </ul>
<b>June 4<sup>th</sup></b>	1 <sup>st</sup> Wednesday	* <b>Special</b> Joint City Council/ Successor Agency	<ul style="list-style-type: none"> <li>- Finance Advisory Committee Presentation</li> <li>- Council Deliberations</li> </ul>
June 12	2 <sup>nd</sup> Thursday	*Regular City Council/Successor Agency	Reports from Finance: Appropriations Limit Resolution and Investment Policy
<b>June 19</b>	3 <sup>rd</sup> Thursday	* <b>Special</b> Joint City Council/ Successor Agency	Final City Council and Successor Agency Budget deliberations ( <i>If necessary</i> )
June 26	4 <sup>th</sup> Thursday	*Regular City Council/Successor Agency	Final Adoption of the City and Successor Agency Budgets and Pertinent Resolutions

NOTE: **Special** meetings will begin at 6:00 p.m., all Regular meetings begin at 7:00 p.m. Meetings with an asterisk (\*) are held in the City Hall Council Chambers and will be televised "Live" on Charter Communications Cable Channel 8. The Finance Advisory Committee Meetings begins at 6:00 pm, and are scheduled to be held in the Council Chambers.

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 9, 2014

FROM: CITY MANAGER

SUBJECT: AWARD CONTRACT FOR PUBLIC OPINION RESEARCH

**RECOMMENDED ACTION:** Authorize the City Manager to enter into a contract with Gene Bregman and Associates in an amount not to exceed \$10,000 for a public opinion poll (Attachment 1).

**BACKGROUND:** Periodically the City conducts public opinion polling to help gauge the City's performance in providing services and to obtain input on particular important projects. The last City-sponsored survey was conducted two years ago (Attachment 2).

In 2004 the City entered into a contract with Santa Cruz County which obligates the City of Capitola to construct a library. In addition, the Santa Cruz Public Library Joint Powers Authority (JPA), of which the City is a member, is considering a major facility plan, which could result in additional regional funding to construct a library being made available in the next several years. Given these facts, staff is recommending a public opinion survey to obtain information about the community's library needs.

Further, the City's storm water discharge permit requires a resident survey to determine their awareness of the water pollution prevention programs overseen by the Department of Public Works. This survey work is required to be completed periodically to ensure the educational and public outreach programs are meeting their intended goals.

**DISCUSSION:** Staff is recommending the attached contract with Gene Bregman & Associates to conduct a focused survey of 250 residents that includes questions regarding City services, library needs/usage, and storm water runoff. The results are expected to be accurate within 6%. The City obtained proposals from two qualified firms to conduct the proposed survey. The results are summarized below:

Fairbank, Maslin, Maullin, Metz & Associates (FM3)	\$13,000 - \$14,000
Gene Bregman & Associates	\$10,000

While FM3 has conducted the City's two previous public opinion surveys, Gene Bregman and Associates is a qualified local polling firm that has done extensive polling for other local jurisdictions.

**FISCAL IMPACT:** Funding for the proposed contract would be obtained from three sources identified in the adopted Fiscal Year 2013/2014 Budget: \$2,000 from Public Works storm water contract services, \$4,000 from Community Development library planning contract services, and \$4,000 from City Manager unanticipated events.

**ATTACHMENTS:**

1. Contract
2. 2012 survey results

Report Prepared By: Jamie Goldstein, City Manager

Reviewed and Forwarded  
By City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT**

Public Opinion Research  
Gene Bregman & Associates

THIS AGREEMENT is entered into on January 9, 2014, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Gene Bregman & Associates hereinafter called "Consultant".

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

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

**SECTION 1  
Scope of Services**

The services to be performed under this Agreement are for public opinion research and further detailed in Appendix One.

**SECTION 2  
Duties of Consultant**

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

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

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

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

**SECTION 3  
Duties of the City**

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

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

## **Item #: 8.F. Attach 1.pdf**

Professional Services Agreement January, 9 2014  
Public Opinion Research  
Gene Bregman & Associates  
Page 2

### **SECTION 4 Fees and Payment**

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

### **SECTION 5 Changes in Work**

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

### **SECTION 6 Time of Beginning and Schedule for Completion**

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

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

Work shall begin on or about January 15, 2014.

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

### **SECTION 7 Termination**

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

## SECTION 8 Insurance

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

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

- |  |  |
|--|--|
| 1. General Liability:<br>(including operations, products and completed operations) | <b>\$1,000,000</b> per occurrence and \$2,000,000 in aggregate (including operations, for bodily injury, personal and property damage. |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |

### ***Other Insurance Provisions***

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

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, returned receipt requested, has been given to the City.

## Item #: 8.F. Attach 1.pdf

Professional Services Agreement January, 9 2014  
Public Opinion Research  
Gene Bregman & Associates  
Page 4

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

### ***Acceptability of Insurers***

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

### ***Verification of Coverage***

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

## SECTION 9 **Indemnification**

Consultant agrees to indemnify, defend, and hold harmless the City, its officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including associated costs of investigation and defense arising in any manner from consultant's negligence, recklessness, or willful misconduct in the performance of this agreement.

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

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

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

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



## SECTION 12 Assignment

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

## SECTION 13 Amendments

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

## SECTION 14 Miscellaneous Provisions

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

**Item #: 8.F. Attach 1.pdf**

Professional Services Agreement January, 9 2014  
Public Opinion Research  
Gene Bregman & Associates  
Page 6

7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.

8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.

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

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

CONSULTANT  
P.O. Box 2799,  
Aptos, CA 95001  
831.685.2700

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

By: \_\_\_\_\_  
Gene Bregman, Consultant

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

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

Approved as to Form:

\_\_\_\_\_  
John G. Barisone, City Counsel

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

- Random survey of 250 registered voters in the City of Capitola at 10 minutes per interview;
- Consultation solely with principal of Gene Bregman & Associates;
- Assistance in developing topic areas to be investigated;
- Development of survey questionnaire;
- Scientific sample selection to assure our reaching accurate representations of the population;
- Pre-testing of questionnaire;
- Conduct of field work from our central phone bank;
- Editing, coding, and electronic data processing;
- Full computer printouts of all cross-tabulated data;
- Analyses of survey results, including appropriate graphical presentation;
- In-person presentation of results;
- On-going strategy and consultation.

**Item #: 8.F. Attach 1.pdf**

Professional Services Agreement January, 9 2014

Public Opinion Research

Gene Bregman & Associates


Page 8

**APPENDIX TWO  
Fees and Payments**

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$10,000 (Ten Thousand Dollars and Zero Cents), without specific, written advance authorization from the City. Payment shall be made in two installments, \$5,000 upon approval of the final questionnaire and final payment of \$5,000 upon receiving survey results.

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

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




# CITY OF Capitola

*Key Findings From February 2012 Voter Survey*

220-3346

*Fairbank, Maslin, Maulin, Metz & Associates - FM3*  
Public Opinion Research & Strategy

SANTA MONICA • OAKLAND • MADISON • MEXICO CITY



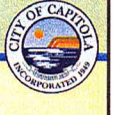
*Fairbank, Maslin, Maulin, Metz & Associates*  
FM3

## Methodology

- ❖ Telephone interviews with 300 registered voters in the City of Capitola
- ❖ Interviews conducted February 11-21, 2012
- ❖ Margin of Sampling Error +/- 5.6%

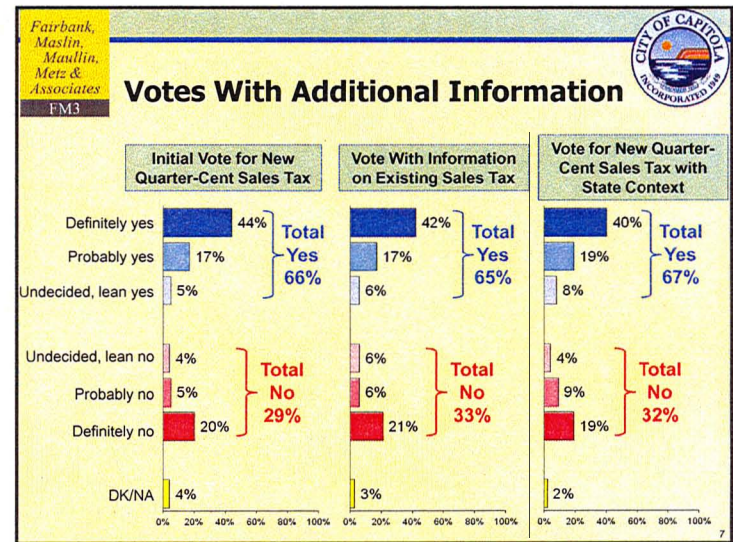
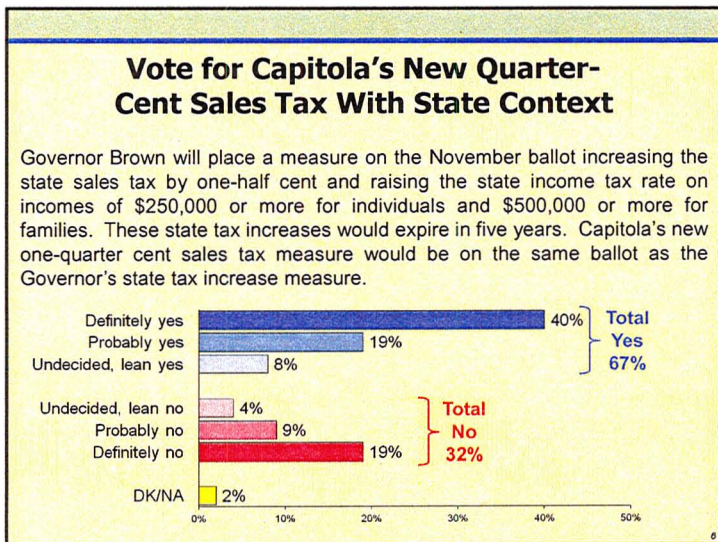
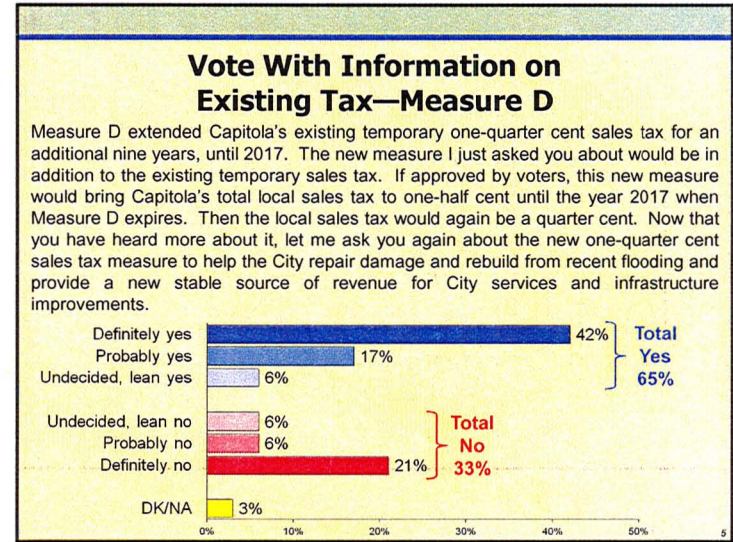
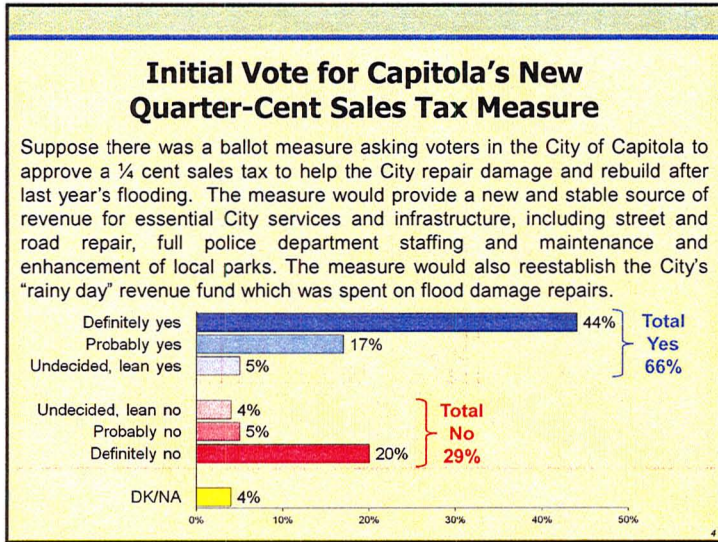
*Fairbank, Maslin, Maulin, Metz & Associates*  
FM3

## Vote on Capitola Quarter-Cent Sales Tax Measure

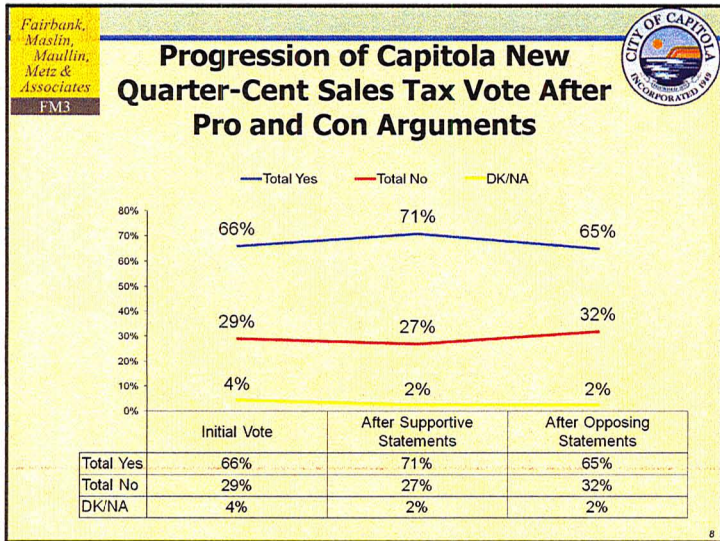


- ❖ The new quarter-cent sales tax receives strong support. Two in three voters say they would vote “yes” on the measure, including 44 percent who offer definite support.
- ❖ Support is essentially unchanged even when respondents are given information about Capitola’s existing sales tax and a potential state tax measure.
- ❖ After hearing arguments favoring the new sales tax measure, support rises to 71 percent. After opposition arguments, 65 percent support the measure.
- ❖ Democrats, women, older, and more affluent voters are the most supportive of this sales tax measure. Having a favorable opinion of Capitola’s quality of life and City government is strongly associated with a “yes” vote.









Fairbank, Maslin, Maullin, Metz & Associates  
FM3

**Initial Vote Demographics**

Demographic Group	Total Yes	Total No	DK/NA	% Of Sample
<b>All Voters</b>	<b>67%</b>	<b>29%</b>	<b>4%</b>	<b>100%</b>
<b>Party Registration</b>				
Democrat	75%	21%	4%	56%
Republican	53%	43%	5%	18%
DTS	62%	33%	5%	15%
Other	55%	45%	0%	11%
<b>Gender</b>				
Men	62%	35%	3%	44%
Women	71%	24%	5%	56%
<b>Age</b>				
18-49	59%	39%	2%	40%
50+	73%	22%	5%	57%
65+	75%	18%	7%	24%
<b>Income</b>				
\$0-\$75K	67%	28%	4%	52%
\$75K+	76%	23%	1%	27%

Fairbank, Maslin, Maullin, Metz & Associates  
FM3

**Initial Vote Demographics; Continued**

Demographic Group	Total Yes	Total No	DK/NA	% Of Sample
<b>Employment Status</b>				
Employed (Full/Part-Time)	63%	34%	4%	56%
Retired	76%	20%	3%	33%
Unemployed/Other	70%	25%	5%	8%
<b>Residence</b>				
Own	66%	29%	4%	68%
Rent	67%	30%	3%	30%
<b>Length of Residency in Capitola</b>				
< 10 Years	70%	27%	3%	41%
> 10 Years	65%	31%	4%	58%
<b>Child Under 18</b>				
Yes	54%	42%	3%	23%
No	71%	25%	4%	77%
<b>Capitola Quality of Life</b>				
Fair/Poor	44%	53%	3%	8%
Excellent/Good	69%	27%	4%	92%
<b>City Job</b>				
Fair/Poor	49%	46%	5%	33%
Excellent/Good	76%	21%	3%	65%

Fairbank, Maslin, Maullin, Metz & Associates  
FM3

**Ranking Importance of how to Spend New Tax Revenue and Pro and Con Arguments**



- ❖ Voters consider Capitola's financial stability, street maintenance, and flood control/repair as the most important uses of measure-generated funds.
- ❖ Improving local parks, rebuilding the police station, and converting the Rispien Mansion into a public park are of lower importance.
- ❖ Arguments in favor of the sales tax have a widely positive impact. Over seven in ten are very or somewhat convinced to vote yes on the measure after hearing the flood recovery and closing deficit messages.
- ❖ About half of respondents are very or somewhat convinced by each of the negative arguments, with a bad economy resonating the most.

**Ranking Importance of How to Spend New Tax Revenue**  
(Mean score +10=All Respondents Say "Extremely Important Item"; +1=All Respondents Say "Not Too Important Item")

How to Spend Funds	Ext./Very Important	S./W/Not Too Important	DK/NA	Mean Score
Maintaining the long-term financial stability of the City	78%	19%	3%	7.0
Repairing and maintaining local streets and roads	70%	28%	2%	6.3
Improving flood control	68%	32%	2%	6.4
Repairing infrastructure damage from last year's flood	66%	32%	2%	6.3
Providing a stable source of revenue to maintain and improve essential City services	64%	34%	1%	6.2
Improving storm water management	64%	33%	2%	6.1
Relocating residents of the Pacific Grove Mobile Home Park, which was badly damaged by last year's flood	61%	35%	5%	6.0
Restoring the City's financial reserves	58%	37%	5%	5.7
Creating and maintaining parks	58%	43%	1%	5.4
Restoring the police department to full staffing	54%	45%	2%	5.6
Building a permanent structure for the City library	51%	49%	1%	5.0
Expanding and modernizing City library facilities	45%	53%	2%	4.7
Increasing the number of parking spaces around the City	42%	57%	0%	4.6
Repairing local sidewalks	40%	58%	2%	4.6
Improving local parks	38%	59%	3%	4.4
Rebuilding the police station and relocating it outside of the floodplain	37%	61%	3%	4.2
Converting the Rispien Mansion into a public park	28%	65%	6%	3.7

**Arguments in Favor of New Capitola Quarter-Cent Sales Tax**  
(Mean score +10=All Respondents Say "Very Convincing Reason to Vote Yes"; -10=All Respondents Say "Not Convincing Reason to Vote Yes")

Argument	Very Conv.	Very/S.W. Conv.	Not Conv./Don't Bel.	No Diff./DK/NA	Mean Score
<b>(FLOOD RECOVERY)</b> Last year's flood devastated Capitola, causing severe damage to the Village, the City's police station, the Pacific Grove Mobile Home Park and many other local homes and businesses. This measure will provide the funding necessary to recover from the disaster and make important repairs to the City's infrastructure.	42%	74%	21%	5%	3.6
<b>(REBUILD RESERVES/CLOSE DEFICIT)</b> Capitola has prided itself on being fiscally conservative and consistently balancing the City budget. However, last year's flooding, the recession and a reduction in sales tax revenue have depleted emergency reserves and created a structural deficit of two-point-eight million dollars. This measure will help close the structural deficit and maintain essential City services that contribute to Capitola's favorable quality of life.	39%	72%	18%	9%	3.8
<b>(ACCOUNTABILITY)</b> This measure will be subject to strict accountability provisions, including annual independent financial audits, local control over how money is spent and public review of all expenditures. These requirements will ensure that funds are spent as promised to voters.	38%	70%	23%	8%	3.0
<b>(PUBLIC SAFETY)</b> This measure will enable Capitola to fully staff the local police department and re-locate the police headquarters outside of the flood plain—ensuring that the department can carryout its duties and respond effectively to keep our community safe.	30%	63%	29%	8%	1.8

**Arguments Against New Capitola Quarter-Cent Sales Tax**  
(Mean score +10=All Respondents Say "Very Convincing Reason to Vote No"; -10=All Respondents Say "Not Convincing Reason to Vote No")

Argument	Very Conv.	Very/S.W. Conv.	Not Conv./Don't Bel.	No Diff./DK/NA	Mean Score
<b>(ECONOMY)</b> We are facing the worst economy in a generation and many families are struggling just to make ends meet. It is not the right time to raise taxes.	32%	55%	33%	12%	1.1
<b>(TAXES)</b> Taxes are too high already. Capitola already has a quarter-cent sales tax to fund City services and the state will be increasing the sales tax this year too. Enough is enough. No new taxes.	31%	51%	35%	13%	0.6
<b>(PUBLIC EMPLOYEE SALARIES)</b> Money from this measure will ultimately go to higher salaries and pensions for City bureaucrats. The City should scale back high cost employee pensions and benefits instead of raising taxes.	30%	52%	34%	13%	0.7
<b>(WASTE)</b> The City needs to cut waste and inefficiency. There are plenty of places to save money in the budget without raising taxes.	23%	50%	35%	14%	0.1



Fairbank,  
Maslin,  
Maullin,  
Metz &  
Associates

FM3

## Transient Occupancy Tax



16

- ❖ A majority (55%) support increasing Capitola's Transient Occupancy Tax from ten to twelve percent.
- ❖ Among those who initially opposed the TOT, 22 percent switch to supporting it when informed that neighboring cities are also increasing their TOT, for a net gain of 10 percent.

17

Fairbank,  
Maslin,  
Maullin,  
Metz &  
Associates

FM3

## Support for Transient Occupancy Tax

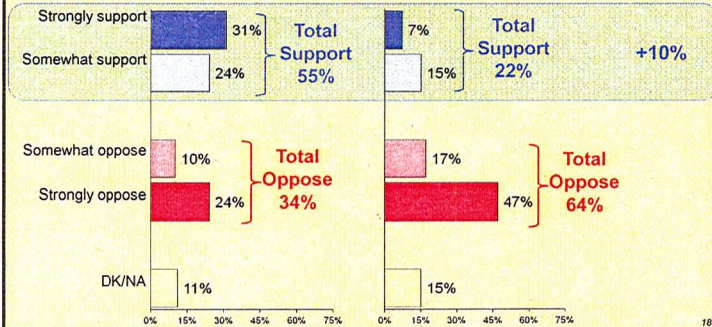


Without Added Information

With Added Information

Net Gain

(Among those Who Opposed/DK/NA Initial TOT Vote)



18

Fairbank,  
Maslin,  
Maullin,  
Metz &  
Associates

FM3

## Satisfaction With Services in Capitola



19

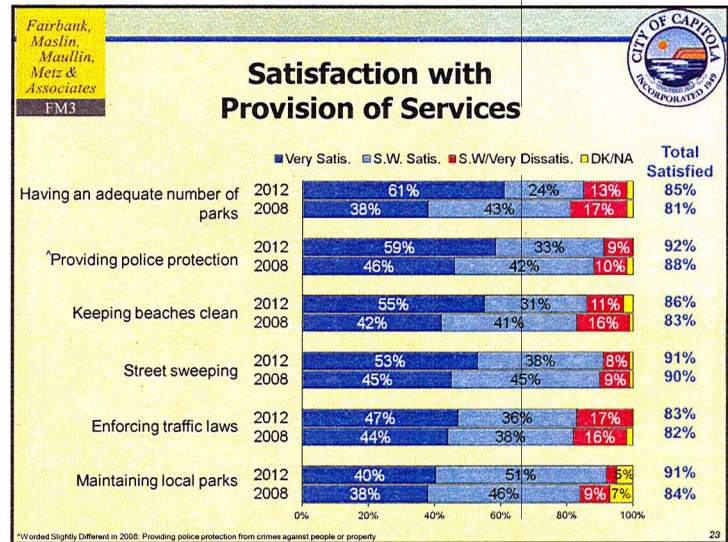
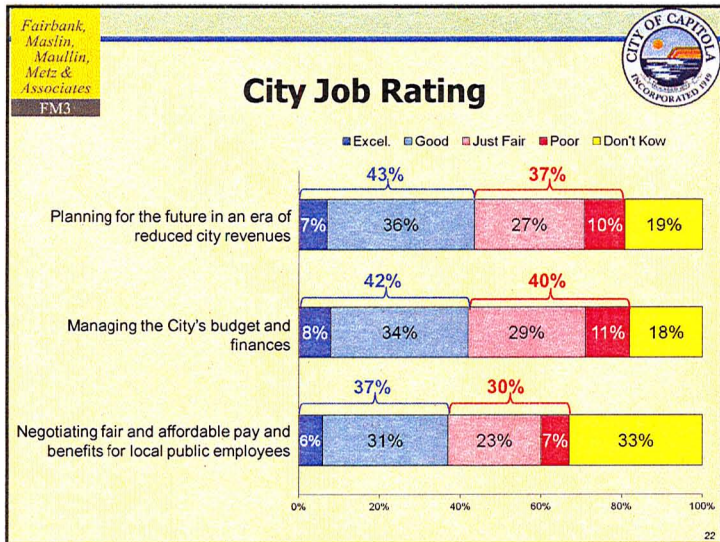
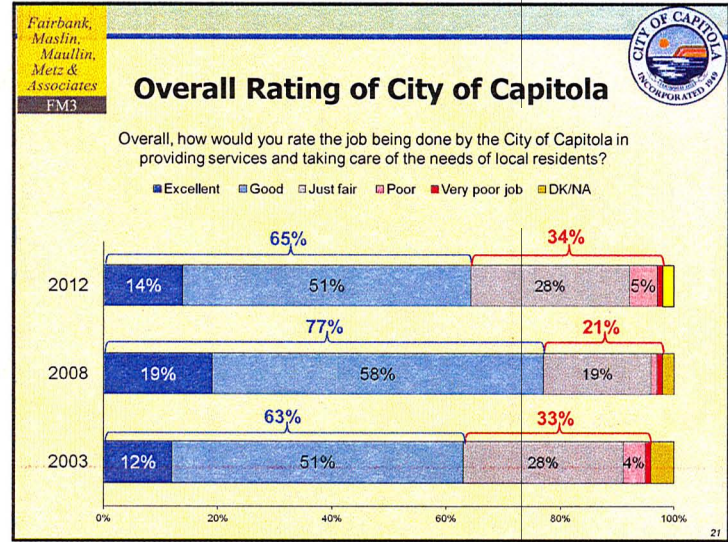


- ❖ Although respondents' overall rating of the City of Capitola has dropped since 2008, residents still express very positive views of City government.

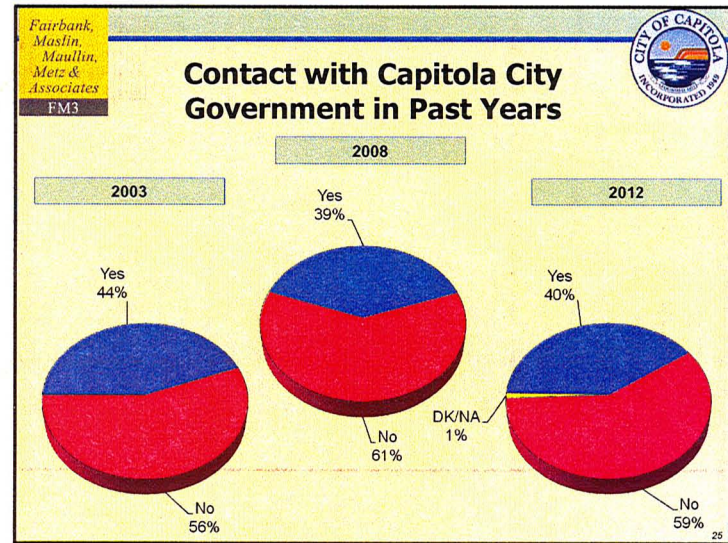
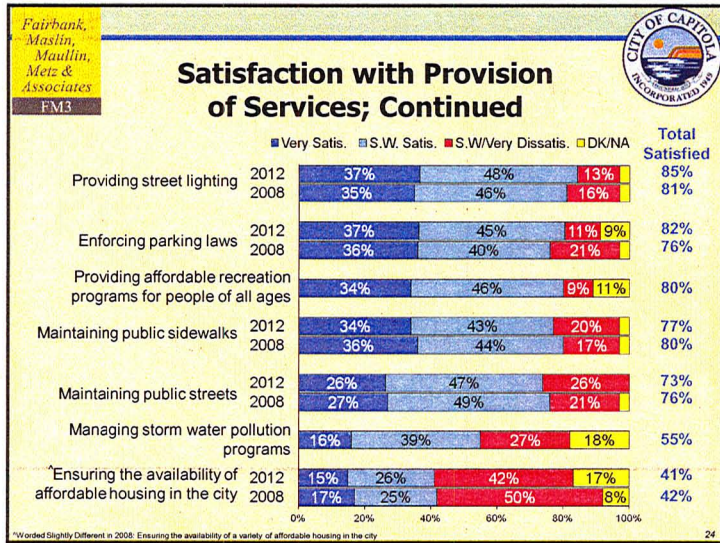
- ❖ Capitola residents remain overwhelmingly satisfied with the provision of most City services.

- ❖ Four in ten residents say they have had contact with City government, similar to findings in 2003 and 2008.

20







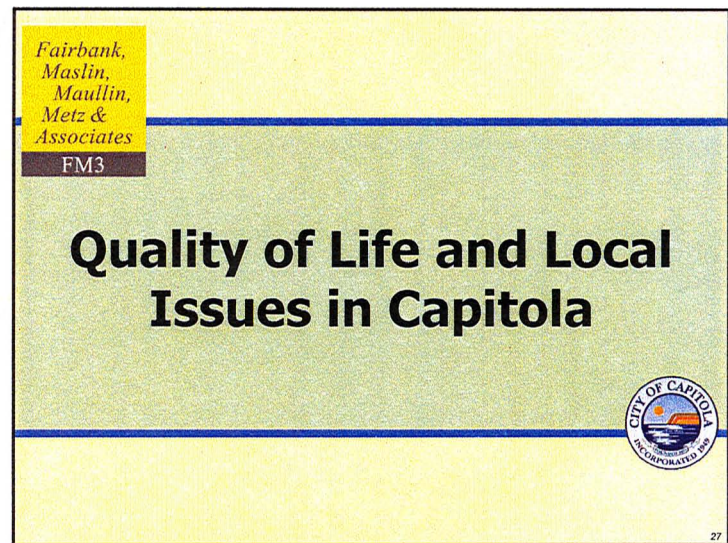
Fairbank, Maslin, Maullin, Metz & Associates  
FM3

**City Departments Most Frequently Contacted**

City Department	2003	2008	2012
Police	34%	44%	31%
City Council	25%	25%	30%
Planning/Permitting/Building	40%	35%	30%
Public Works	4%	7%	18%
City Clerk	6%	10%	17%
City Manager	7%	7%	12%
Parking	2%	12%	10%
Capitola History Museum	1%	6%	7%
Recreation	7%	13%	6%
City Attorney	2%	4%	4%
Other	6%	13%	7%
DK/NA	8%	1%	0%

\*\*Wording Slightly Different in 2008

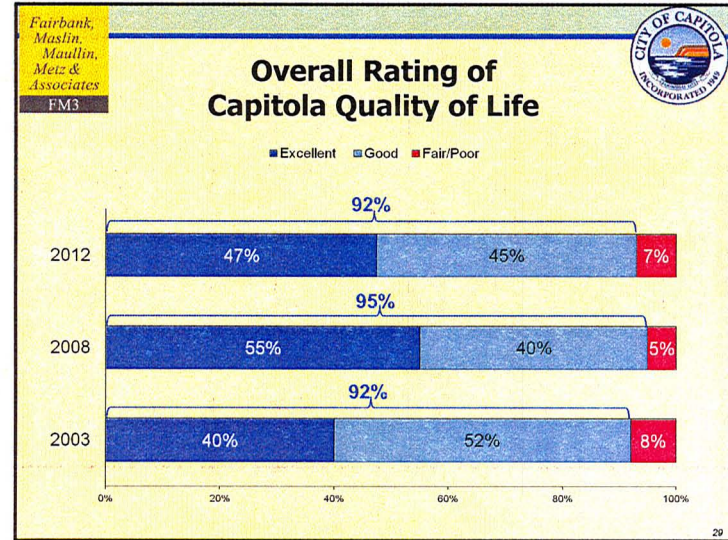
26



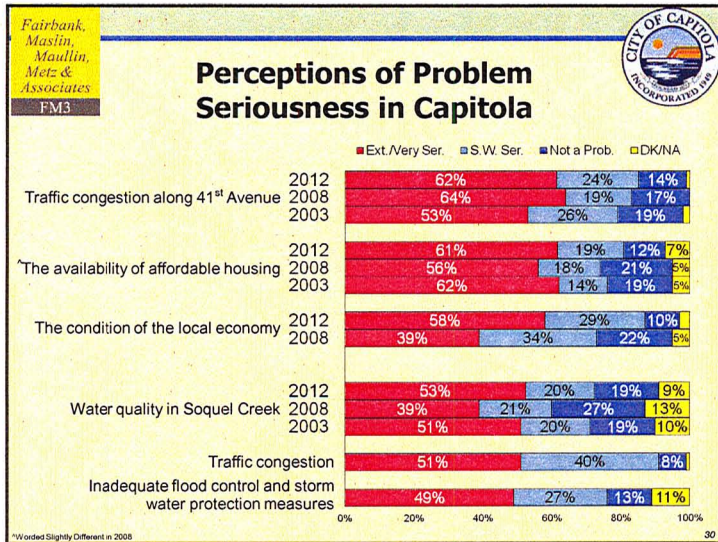


- ❖ Residents give high marks for quality of life in Capitola—92 percent rate it as excellent or good, similar to 2008 and 2003.
- ❖ Traffic congestion along 41<sup>st</sup> avenue, availability of affordable housing, and the condition of the local economy are perceived as the most serious problems in Capitola. Concern about the local economy has increased the most since 2008.
- ❖ The percentage considering the condition of local sidewalks, and parks and recreation facilities as a serious problem has risen considerably from prior surveys.
- ❖ Three in four consider crime in general a somewhat or very serious problem. While fewer—37 percent—consider police response time a somewhat or very serious problem.

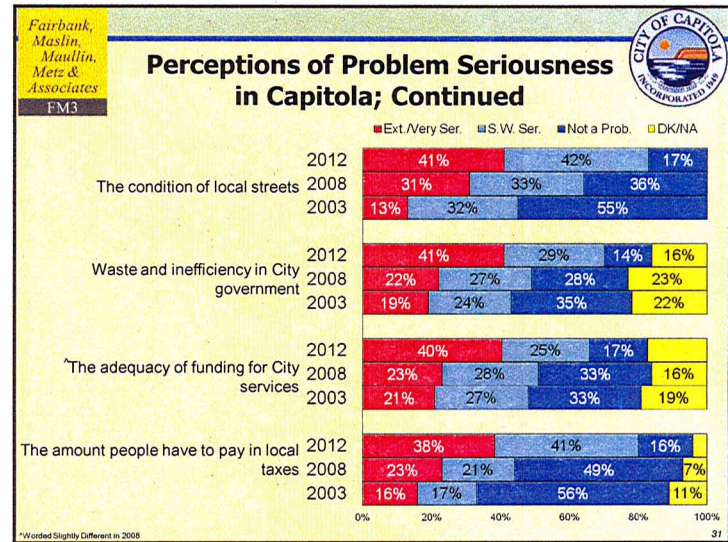
28



29

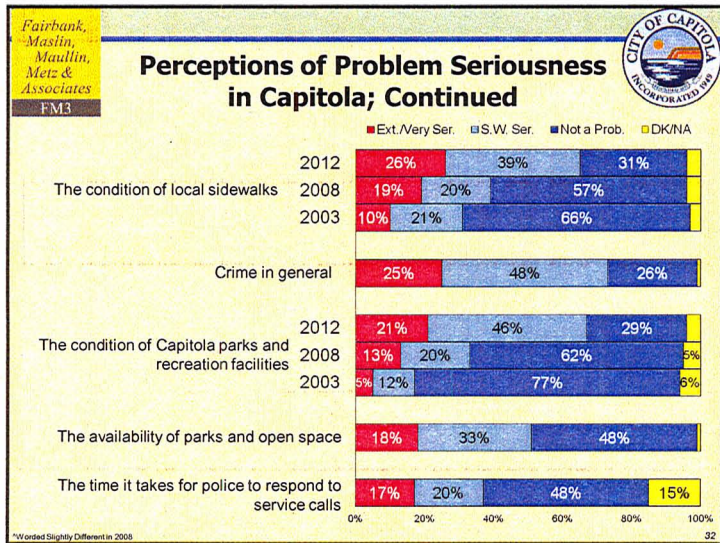


30



31





*Fairbank, Maslin, Maullin, Metz & Associates*  
FM3

## Information Sources About Capitola City Government

33

*Fairbank, Maslin, Maullin, Metz & Associates*  
FM3

**Voters turn most often to The Santa Cruz Sentinel and The Capitola Times as useful sources of information about the City.**

Useful Places/Sources	2003	2008	2012
The Santa Cruz Sentinel	62%	57%	66%
The Capitola Times	59%	65%	63%
City newsletters	64%	69%	57%
The Mid-County Post	46%	46%	49%
The City's website	28%	42%	42%
Community meetings with City officials	35%	37%	39%

34

**For more information, contact:**

**Shakari Byerly**

1999 Harrison St., Suite 1290  
Oakland, CA 94612  
Phone (510) 451-9521  
Fax (510) 451-0384  
Shakari@FM3research.com

*Fairbank, Maslin, Maullin, Metz & Associates - FM3*  
Public Opinion Research & Strategy  
SANTA MONICA • OAKLAND • MADISON • MEXICO CITY

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 9, 2013

FROM: OFFICE OF THE CITY MANAGER  
SUBJECT: PROPOSED AMENDMENTS TO BOARD, COMMISSION AND COMMITTEE  
GUIDE PROCEDURES

---

**RECOMMENDED ACTION:** Approve the City's Board, Commission and Committee Guide Procedures (Administrative Policy I-20) to amend the staff responsibilities to include the requirement to publicly report the vote of members at the City's Board, Commission and Committee meetings.

**BACKGROUND/DISCUSSION:** Beginning January 1, 2014, Section 54953 of the Government Code was amended (Senate Bill 751) requiring that at public meetings the vote of the members be publicly reported. To comply with this new law staff is recommending that Administrative Policy I-20 (Attachment 1) be amended to include this new requirement as shown in Section VI (E) under "Staff Responsibilities."

**FISCAL IMPACT:** None

**ATTACHMENTS:**

1. Section 54953 of the Government Code
2. Board, Commission and Committee Guide Procedures

Report Prepared By: Susan Sneddon, City Clerk

Reviewed and Forwarded  
By City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK



Section 54953 of the Government Code is amended to read:

**SEC. 1.**

(a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), when a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and that number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

THIS PAGE INTENTIONALLY LEFT BLANK



## ADMINISTRATIVE PROCEDURE

Number: I-20  
 Issued: 9/20/05  
 Revised: 8/10/06  
 Revised: 2/28/13  
 Revised: \_\_\_\_\_  
 Jurisdiction: Council

## Board, Commission and Committee Guide Procedures

### I. PURPOSE

The purpose of this procedure is to set forth consistent procedures concerning agenda preparation, meeting procedures, conduct and other administrative matters for city boards, commissions and committees.

### II. POLICY

It is the policy of the City of Capitola that all city boards, commissions, and committees shall follow the guidelines established in the "Board, Commission and Committee Guide – A Reference Guide for City Advisory Bodies" ("Guide") initially issued on March 1, 2005, and any revisions made thereto. It is the responsibility of the staff liaison of each board, commission or committee to be familiar with this guide, particularly as it relates to regular meeting protocol, including agenda preparation and posting, and staff responsibilities.

### III. PUBLIC MEETINGS

This section describes the key steps necessary for complying with the Ralph P. Brown Act, known as the "Brown Act", for public meetings of boards, commissions, and committees. The Brown Act (Gov. Code §§ 54950 et seq.4) is the state's open meetings act. It is intended to ensure that the public has adequate notice of what it's elected and appointed local decision makers do, and that those decisions and the deliberations leading to them take place in public. The Brown Act has evolved under a series of amendments and court decisions, and has been the model for open meeting laws. To locate the most current version the Brown Act on the Internet go to the League of California Cities website (<http://www.cacities.org/>) and in the search box enter *Open & Public IV: A Guide to the Ralph M. Brown Act*.

### IV. AGENDA, AGENDA PACKET, AND NOTICING REQUIREMENTS

Agendas for advisory committees will be prepared by staff in consultation with the advisory body Chair using the standard agenda format [Attachment 2]. The following also applies to agendas:

- A. Advisory body regular meeting agendas are posted in the City Hall foyer at least 72 hours prior to the meeting.
- B. Agendas and packet materials shall be distributed to all committee members prior to the meeting. This can be done by mail or email if all members have an email address and agree to receive materials in that manner. A copy of the agenda and packet materials

## Item #: 8.G. Attach 2.pdf

Administrative Procedure I-20  
Board, Commission and Committee Guide Procedures  
Page 2 of 3

shall also be provided to the City Clerk's Office for file. In addition, the advisory body staff liaison shall email a copy of all meeting agendas to the City Clerk, Records Coordinator, City Council Members, and the City's cost claims consultant pursuant to the Guide.

### **V. PROCEDURES FOR APPROVAL TO TECHNOLOGICAL CONFERENCING**

"Teleconference" is defined as "a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both." In addition to the specific requirements relating to teleconferencing, the meeting must comply with all provisions of the Brown Act. Refer to *III. Public Meetings* in this Administration Procedure for Board, Commission and Committee.

- A. Commissioner must complete a form (Attachment 7) requesting the ability to teleconference and confirm the following:
1. Agenda is posted at least 72 hours in advance.
  2. The teleconference location is accessible to the disabled and has the technology, such as a speakerphone, to enable the public to participate.
  3. The location is specifically identified in the notice and agenda of the meeting, including a full address and room number, as may be applicable.
  4. At least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction.

### **VI. STAFF RESPONSIBILITIES**

It is the responsibility of the staff liaison to follow the procedures contained in the guide, as well as the following:

- A. The "Guide," along with the current member roster and implementing resolution or ordinance, shall be presented to each advisory body member at the time he/she attends his/her first meeting and takes the Oath of Office.
- B. Following appointment of an advisory body member by the City Council, the City Clerk shall prepare the Oath form and forward it to the staff liaison. The staff liaison shall administer the Oath to each committee member at his/her first meeting using the standard Oath of Office form for Boards, Commissions and Committees [Attachment 1]. The committee member and the staff liaison administering the oath shall sign the Oath of Office form. The original form shall be given to the City Clerk for filing.
- C. The staff liaison shall be responsible for scheduling the meeting room with the receptionist and informing the receptionist of any changes to regularly scheduled meetings, special meetings, etc.

D. It is the responsibility of the staff liaison to keep attendance records and report attendance issues to the Mayor pursuant to Administrative Policy I-5, Attendance Policy and Leaves of Absence for City Advisory Bodies.

E. All public meetings complying with the Ralph Brown Act must publicly report the vote of its members. The Chair can comply with this requirement by conducting a roll call vote; or by simply reporting the vote on the record after it has been taken. For example the Chair, after calling for a vote on a motion, might state the following: "The motion passes 3 to 2, Committee/Commission members (name), (name), (name), in favor and Committee/Commission members (name) and (name) opposed."

EF. Minutes for advisory bodies will be prepared by the staff liaison immediately following the meeting to be included on the next advisory body agenda for approval. Minutes shall be action minutes with some discussion of matters considered by the body, including the names of members of the public who address the board. Minutes shall be prepared in a format similar to the standard minute format [Attachment 3]. Following approval of the minutes by the advisory body, a copy shall be emailed to the City Clerk, Records Coordinator, and City Council.

EG. The staff liaison shall be responsible for receiving the completed Teleconferencing Request form and providing a copy to the City Clerk.

Approved and authorized by the Capitola City Council at its meeting of ~~February 28,~~  
 2013 \_\_\_\_\_.

\_\_\_\_\_  
 Jamie Goldstein, City Manager

Attachments (Sample Documents):

1. Oath
2. Agenda
3. Minutes
4. Notice of Cancellation
5. Notice of Adjournment
6. Notice of Special Meeting
7. Teleconferencing Request Form

THIS PAGE INTENTIONALLY LEFT BLANK



# CITY COUNCIL AGENDA REPORT

## MEETING OF JANUARY 9, 2014

FROM: OFFICE OF THE CITY CLERK

SUBJECT: DESIGNATE THE MAYOR AND VICE MAYOR TO ACT AS LIAISONS WITH THE SOQUEL UNIFIED ELEMENTARY SCHOOL DISTRICT BOARD OF TRUSTEES

---

**RECOMMENDED ACTION:** Designate the Mayor and Vice Mayor to act as liaisons with the Soquel Unified Elementary School District Board of Trustees (School Board) as requested by the School Board.

**BACKGROUND/DISCUSSION:** The School Board has requested that the City designate two Council Members to act as liaisons to meet with Board Member Tory Del Favero and Board President Sandra Wallace to discuss various matters of mutual concern. These meetings will provide opportunities for discussions related to Soquel Unified Elementary School District and City cooperation over the next several years, including establishing updated maintenance protocols for the New Brighton Middle School Gym; determining how to secure the long-term viability of the Jade Street Community Center; investigating options to collaborate in the development of the Capitola Library; as well as, establishing better connections between the City's Recreation Programs and the District's activities.

**FISCAL IMPACT:** None

Report Prepared By: Susan Sneddon, CMC  
City Clerk

Reviewed and Forwarded  
By City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK





## CITY COUNCIL AGENDA REPORT

**MEETING OF JANUARY 9, 2014**

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: APPROVAL OF LEASE AGREEMENT WITH MRA, INC., DBA CAPITOLA BEACH COMPANY

**RECOMMENDED ACTION:** Authorize the City Manager to execute the lease agreement between the City of Capitola and MRA, Inc., commencing on October 1, 2014, for a term of five years.

**BACKGROUND:** The City has had a lease agreement with MRA, Inc. to operate a business which rents beach equipment, provides surf lessons and sells beach toys since 2004. The agreement expires on September 30, 2014. Similar to the Capitola Boat & Bait Shop lease agreement which the council approved in November, staff has prepared a new lease agreement with MRA, Inc. for Council consideration. Alternatively, the Council could consider other options such as preparing a request for proposal to review if there are other possible concessionaires for the site. If the Council chooses that option, the process would begin this spring.

**DISCUSSION:** The City owns the Esplanade Park, of which MRA, Inc., leases 256 square feet to operate beach equipment rentals, surf lessons and retail sales from a trailer which is stationed near the restrooms. The Capitola Beach Company has operated the business successfully without any late or missed payments, complaints or other issues. Therefore staff is recommending the renewal of the lease agreement for five years with an option to renew an additional five years.

MRA, Inc., has requested an extension to their schedule to allow the business to operate during weekends through November. The lease currently allows operations as follows: April through May weekends only; June, July and August – 7 days a week; and September – weekends only up to the Art & Wine Festival Weekend. The proposed lease includes the current schedule, plus the requested extension allowing operations during weekends in November.

**Key Terms of the contract:**

- TERM: Five year term with a five year option to renew;
- RENT: \$3,427.84 Annually
- Rent adjusted annually by the Consumer Price Index;
- Business schedule extended from weekends in September, to weekends through November.

**FISCAL IMPACT:** The annual rent is \$3,427.84

**ATTACHMENT:**

1. Lease

Report Prepared By: Lisa G. Murphy  
Administrative Services Director

Reviewed and Forwarded  
by City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK

**CITY OF CAPITOLA  
LEASE AGREEMENT**

THIS LEASE AGREEMENT is entered into on \_\_\_\_\_, 2014, by and between the City of Capitola, a Municipal Corporation, hereinafter called "Lessor" and MRA Sales, Inc. dba Capitola Beach company, hereinafter referred to as "Lessee".

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor certain real property comprised of a 256 square foot portion of the Esplanade Park, as designated by the City, which is situated in the City of Capitola ("Property) and which is more particularly described in "Attachment A" attached hereto, on the terms and conditions hereinafter set forth:

**1. Term of Agreement**

The term of this lease shall be 5 years. The lease term shall commence on October 1, 2014 and terminate on September 30, 2019. The lease shall only apply to the business schedule:

April and May – Weekends only from the first weekend in April or Easter weekend (whichever comes first) through Memorial Day weekend.

June, July, and August – 7 days a week

September, October, November – Weekends only, but not including the Art and Wine Festival Weekend

**2. Option to Extend.**

Lessee, at Lessee's option, may extend the term of this lease for an additional 5 years, through September 30, 2024. Lessee must exercise this option by giving written notice to Lessor no later than 30 days prior to September 30, 2024.

**3. Termination of Lease.**

Lessee may terminate this lease upon written notice to Lessor on or before March 1 of each prospective business year. If such notice is not received by Lessor in a timely manner Lessee shall be responsible for obligations of this lease through November. Upon termination of this lease agreement, Lessee shall surrender the Property to Lessor free and clear of all encumbrances. Lessee shall offer any improvements to City. City may in writing accept the improvements. Should the City require the surrender of the Property in its original fashion, Lessee shall defend and indemnify Lessor from all liability and expense resulting from the delay or failure to so surrender, including without limitation, claims made by any succeeding Lessee.

**4. Rent**

- a. For the months of April, September, October and November - \$92.17/month (to be adjusted 1/1/14 and thereafter as per Section 5)
- b. For the Month of May - \$122/month (to be adjusted 1/1/14 and thereafter as per Section 5)
- c. For June, July and August - \$314.60/month (to be adjusted 1/1/14 and thereafter as per Section 5)

All rent shall be due and payable on the first day of each month. Rent is deemed late if not received by Lessor by the 15<sup>th</sup> day of each month. Rent not paid when due shall bear interest from the date due until paid at the rate of 8/10ths of one percent per month.

**5. Rent – Annual Consumer Price Index Adjustment**

Beginning on January 1, 2014 and each subsequent year thereafter on January 1<sup>st</sup> the rent shall be an adjusted to reflect costs of living increases or decreases that have occurred over the preceding 12 month period. That cost of living adjustment shall be determined in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, figures in accordance with the United States Consumers All Items Price Index in the San Francisco-Oakland-San Jose Area, All Urban Consumers Index. The percent change figure for the one-year ending period ending in December shall be used in this computation. If the described index shall no longer be published, another generally recognized as authoritative shall be substituted by agreement of parties.

6. Taxes, Assessments and Public Utility Charges.

Lessee shall pay when due all water (excluding water for irrigation purposes), light, power, gas, heat and other utility and service charges and Lessor shall have no responsibility therefore. Lessee shall also pay directly before delinquency the amount of all property taxes, possessory interest taxes, and assessments, licenses, fees, or other charges applicable or allocable to the Property and personal property on the Property allocable to all periods within the term of this lease. Lessee further agrees that payments hereunder shall not reduce any rent due Lessor under the lease.

Lessee shall furnish to Lessor, at least thirty (30) days before the date when any tax, assessment, or charge would become delinquent, receipts or other appropriate evidence establishing their payment.

If at any time during the term of this lease the laws concerning the methods of real property taxation prevailing at the commencement of the term are changed so that a tax or excise on rents or any other such tax, however described, is levied or assessed against Lessor relative to the leased premises, Lessee shall pay before delinquency such tax or excise on rent. Nothing herein shall be construed to limit Lessee's legitimate rights to protest or litigate the imposition of any such tax or charge.

7. Use of Property.

The Property shall be used for the following: operate beach equipment rentals; surf lessons where there shall be no more than two instructors teaching at any one time and class sizes shall be limited to no more than 3 clients per instructor; and sale of sunscreen, logo t-shirts and/or hats, surf accessories consisting of only surf waxes and surf leashes. Lessee agrees that no other use of the Property will be made except upon prior written consent of the City Council of the City of Capitola.

In addition, the trailer shall be delivered no earlier than 7am, and shall be removed no later than 30 minutes following the close of business. All portions of the business shall be located and operated within the 20'x 20' area designated by the lease with the City of Capitola. Products shall be stored within the enclosed trailer, except for sample products available for display. No permanent signage shall be permitted. All signs shall be incorporated as part of the portable trailer.

The lessee agrees to coordinate his operations so as not interfere with preexisting park uses by the City, Capitola Chamber of Commerce, Arts and Cultural Commission, Wharf-to-Wharf, and Begonia Festival. Specifically, the lessee agrees to remove the trailer or delay its delivery to avoid conflicts with the following community activities:

1. Wednesday night twilight concerts sponsored by the Capitola Art and Cultural Commission.
2. Art and Wine festival sponsored by the Capitola Chamber of Commerce.
3. The activities of the Begonia Festival.
4. The Wharf-to-Wharf Race.

The lessor reserves the right to notify the lessee of any other event whereby the lessee will be required to modify their hours of operation. Such notice shall be provided in writing 14 days prior to the additional event.

8. Licenses and Permits.

Lessee acknowledges that nothing contained herein shall be deemed as a waiver by the City of Capitola of its permit authority over the proposed use contemplated by this lease agreement. It shall be Lessee's responsibility, at Lessee's sole cost and expense, to obtain all necessary licenses and permits to construct any improvements and operate a business on the Property including, but not limited to a business license, conditional use permit and coastal development permit from the City of Capitola. However, if Lessee applies during the 10 - year lease period for a permit from the City of Capitola authorizing use of the Property

as an outdoor eating area and such permit is denied by the City of Capitola, either party may, upon 30 days notice to the other, terminate this lease.

9. Representations and Condition of Premises.

Lessor agrees that, in the event Lessee's leasehold interest in the Property is condemned by the City of Capitola before expiration of the 10-year lease period, this lease shall terminate and Lessor agrees to reimburse Lessee for costs expended by Lessee in improving the Property.

Lessee warrants and represents that Lessor has made no representation or warranties to Lessee of any kind whatsoever concerning the Property, this lease, or any related matter. Lessee hereby waives any claim of any kind against Lessor for any matter arising out of or related to the misrepresentation, if any, of any fact or failure to disclose any fact concerning the Property, this lease or any related matter. Lessee covenants and agrees that it has examined the Property and accepts it in its present condition.

10. Alterations, Improvements and Additions.

Except as provided in paragraphs 11 and 12, Lessee shall not make any alterations, improvements or additions to the Property without the prior written consent of the Public Works Director of the City of Capitola.

11. Landscaping.

No landscaping is permitted within the leased area.

12. Maintenance.

Lessee agrees to assume full responsibility for the operation and maintenance of the Property throughout the term of this lease at its sole expense. Lessee agrees to perform all repairs and replacements and construct any improvements necessary to maintain and preserve the Property in a decent, safe, healthy and sanitary condition in a manner satisfactory to Lessor and in compliance with all applicable laws, regulations and requirements of any governmental entity and insurance company insuring all or any part of the Property. Lessee agrees that Lessor shall not be required to perform any maintenance, repairs or services or to assume any expense not specifically assumed herein in connection with the Property and Lessee hereby waives all rights to make repairs or to cause any work to be performed at the expense of Lessor as provided for in Section 1941 et seq. of the California Civil Code.

13. Right to Sell, Assign, Sublet, Refinance or Otherwise Transfer the Lease.

Lessee may not sell, assign, or otherwise transfer this lease or sublet any part of its interest hereunder in the Property without the prior written consent of Lessor, which shall not be unreasonably withheld. Consent to any sale, assignment, refinance or sublease shall not constitute consent to any other sale, assignment, refinance or sublease. No sale, subletting or assignment even with the consent of Lessor shall relieve Lessee of its obligation to pay the rent and perform all other obligations specified under this agreement. Any of the foregoing acts without such consent shall be void, and, at the option of Lessor, shall terminate this Lease.

Approval of any sale, assignment or sublease shall be conditioned upon the purchaser, assignee or sublessee agreeing in writing that they will assume the rights and obligations thereby sold, assigned or subleased and that they will keep and perform all covenants, conditions and provisions of this lease which are applicable to the rights acquired.

14. Indemnity.

An express condition of this lease is that the City of Capitola, its officers, agents and employees are to be free from all claims, losses, damages, costs, injury, and liability of every kind from any cause or causes whatsoever, in, on, upon, or in any way connected with the Property or access to the Property over Lessor's contiguous property, during the term of this

lease except those claims, losses, damages, costs, injuries, and liabilities arising out of or occurring as a result of the sole active negligence or willful misconduct of Lessor. Lessee shall assume the defense of and indemnify and save harmless Lessor, and its officers, agents and employees from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance or non-performance of any of the activities of Lessee undertaken pursuant to this lease.

Acceptance of the proof of insurance hereafter required shall not relieve Lessee from liability under this indemnification clause.

15. Insurance.

a) Required Coverage

(1) Public Liability and Property Damage Insurance.

Lessee shall take out and maintain during the term of this lease comprehensive broad form general public liability and property damage insurance in an amount not less than \$1,000,000 combined single limit per occurrence for property damage and bodily injury liability covering the Property.

(2) Contractual Liability Insurance.

Lessee shall take out and maintain during the term of this lease an insurance policy in the amount of at least \$1,000,000 insuring Lessor, its boards, commissions, officers, agents and employees, Lessee and any contractor or subcontractor performing work covered by the lease against damages sustained by reason of any action or actions at law or in equity and any claims or demands by reason of any breach or alleged breach of a contract, or provisions thereof, or by reason of any contractual liability on any contract, entered into by Lessee and/or any of Lessee's contractors, subcontractors, agents and/or employees.

b) Lessor as Joint or Additional Insured

All insurance required by this section shall name Lessor and its City Council, boards and commissions, officers, agents and employees as joint and/or additional insureds, as well as Lessee. Lessee shall furnish acceptable evidence of such joint insurance coverage to Lessor prior to commencement of any activity on the Property. Such insurance shall provide that Lessor shall receive at least thirty (30) days written notice prior to modification or cancellation thereof during this lease term. All requirements herein provided shall appear either in the body of the insurance policy or policies or as endorsements, and shall specifically bind the insurance earner.

All policies required by express provision of this lease shall contain language, to the extent obtainable, to the effect that:

(1) Any loss shall be payable notwithstanding any action or negligence of Lessor that might otherwise result in a forfeiture of the insurance;

(2) The insurer waives the right of subrogation against Lessor and against Lessor's agents and representatives; and

(3) The policies are primary and non-contributing with any insurance that may be carried by Lessor.

(c) Schedule for Presenting Evidence of Insurance.

Lessee shall deliver to Lessor, in the manner required for notices, copies of all insurance policies required by this lease together with evidence satisfactory to Lessor of payment required for procurement and maintenance of the policy, within the following time limits;

(1) For insurance required at the commencement of this lease, within thirty (30) days after execution of this lease, and in any event prior to any occupancy of the Property pursuant to this lease;

(2) For any renewal or replacement of the policy already in existence, at least sixty (60) days before expiration or other termination of the existing policy.

(d) Lessor's Right to Provide Insurance at Lessee's Expense.

If Lessee fails or refuses to procure or to maintain insurance as required by this lease or fails or refuses to furnish Lessor with required proof that the insurance has been procured and is in force and paid for, Lessor shall have the right, in addition to any other remedies, at Lessor's election and without notice, to procure and maintain such insurance. The premiums paid by Lessor shall be treated as added rent due from Lessee with interest at the rate of ten percent (10%) per year, to be paid on the first day of the month following the date on which the premiums were paid.

Lessor shall give prompt notice of the payment of such premiums stating the amounts paid and the names of the insurer or insurers, and interest shall run from the date of that notice.

16. Waste, Damage or Destruction.

Lessee agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance. Lessee agrees to keep the Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash and rubbish in a manner satisfactory to Lessor. If the Property shall be damaged by any cause which puts the Property into a condition which is not decent, safe, healthy and sanitary, then, subject to the terms of paragraph 10 hereof, Lessee agrees to make or cause to be made full repair of said damage, at Lessee's expense, and to restore the Property to the condition which existed prior to said damage.

Lessor shall not be required to furnish any services or facilities or make any repairs or alterations of any kind, in or on the Property. Lessor's election to maintain, repair, restore or replace if Lessee fails or refuses to do so, shall not constitute waiver of any right or remedy for Lessee's default, and Lessee shall promptly reimburse, defend, and indemnify Lessor against all liability, loss, cost, and expense arising from it.

No deprivation, impairment, or limitation of use resulting from any event or work contemplated by this paragraph shall entitle Lessee to any setoff, abatement, or reduction in rent or to any termination or extension of the term.

17. Entry and Inspection.

Lessor reserves the right to enter the Property for the purpose of ascertaining its condition, or to protect Lessor's interests or to inspect the operations conducted on the Property. In the event that such entry or inspection by Lessor discloses that the Property is not in a decent, safe, healthy and sanitary condition, Lessor shall have the right, after ten (10) days written notice to Lessee, to have any necessary maintenance work done at Lessee's expense and Lessee hereby agrees to pay promptly any and all costs incurred by Lessor in having such maintenance work done.

18. Lessee's Default.

The occurrence of any of the following shall constitute a default by Lessee:

- (a) Failure to pay rent when due and upon Lessor's demand;
- (b) Failure to operate and manage the Property in a manner consistent with the general public interest and use of Lessor's adjoining property;
- (c) Failure to perform any other provision of this lease if the failure to perform is not cured within fifteen (15) days, or such additional time as maybe authorized by Lessor, after notice has been given to Lessee;
- (d) Voluntary filing or having involuntarily filed against Lessee any petition under any bankruptcy or insolvency act or law;

- (e) Adjudication as a bankrupt;
- (f) General assignment for the benefit of creditors;
- (g) Allowing any of its rights or interests to be subjected to attachment, execution, or other levy, or to seizure under legal process, if not released within thirty (30) days.
- (h) Failure to comply with any condition of any use permit, coastal development permit, or any other land use approval given by the City of Capitola in connection with the use contemplated by this lease.

19. Remedies for Lessee's Default.

Lessor shall have the following remedies for Lessee's default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law, or otherwise provided by this lease. No delay or omission of Lessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Lessor hereunder.

Lessor may terminate the lease and recover from Lessee:

- a) The worth, at the time of the award, of the unpaid rent which had been earned at the time of the termination;
- b) The worth, at the time of the award, of the amount by which the unpaid rent which would have been earned after the date of termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;
- c) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of such rental loss for such period that Lessee proves could have been reasonably avoided; and
- d) Any other amount, including court costs, necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this lease, or which in the ordinary course of things would be likely to result therefrom.

"The worth at the time of the award," as referred to above, is to be computed by allowing interest or discounting present value employing the maximum interest rate the Lessor is permitted by law to charge."

Lessee hereby waives any right of redemption or relief from forfeiture under California Code of Civil Procedure sections 1174 or 1179, or under any other present or future law, in the event Lessee is evicted or Lessor takes possession of the Property because of Lessee's default.

Lessor may relet the Property prior to the time of any award for breach of this lease and such reletting does not waive Lessor's right to recover damages.

20. Limitations.

Lessee agrees that any claim or defense based upon or arising out of this lease shall be barred unless Lessee commences an action or alleges such a defense within three (3) months of the occurrence of the conduct or condition giving rise to the claim or defense. Lessee agrees that Lessor shall not in any event be liable to Lessee for lost profits or special, consequential, or exemplary damages under any circumstances arising from this lease.



21. Attorney's Fees.

Should either party to this lease institute any action or proceeding in court to enforce any provision hereof or for damages by reason of any alleged breach of this lease or for a declaration of such party's rights or obligations hereunder, or for any other judicial remedy, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorney's fees for the services rendered to the party finally prevailing in such action or proceeding.

22. Notices.

All notices given under this lease shall be given by registered letter deposited in the United States mail, postage prepaid to the following addresses:

To Lessor: City of Capitola Public Works Director  
420 Capitola Avenue  
Capitola, California 95010  
Fax: 831-479-8879

and

To Lessee: Matt Arthur  
MRA Sales, Inc.  
1360 49th Ave  
Capitola, CA 95010  
Fax: 831-479-1576

Either party may change the above address by notifying the other party, as provided above. Notices shall be deemed delivered either when delivered in person or by facsimile transmission or five (5) days from the deposit in the U.S. mail as provided above.

23. Holding Over.

Occupancy of the Property after the expiration of the term of this lease shall be construed to be a tenancy from month to month, and all other terms and conditions of this lease shall continue in full force and effect. During any such holdover period, rent shall be fair rental value as determined by Lessor.

24. Waiver of Breach.

Any waiver of or consent to any breach or breaches of any of the terms of this lease which may be given to Lessee shall not extinguish any covenant or condition of this lease nor constitute a waiver of any subsequent breach or breaches thereof.

25. Successor.

All of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

26. Interpretation.

a) Whenever the singular number is used in this lease, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm or association, when required by the context.

b) The headings or titles to the paragraphs of this lease are for convenience and do not in any way define, limit or construe the contents of such paragraphs.

c) This lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this lease, Lessee hereby acknowledges that neither Lessor nor any of its representatives, employees or agents has made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of the Property.

Lessee assumes all responsibility for operating and maintaining the Property in compliance with all applicable laws and regulations during the term of this lease, except as otherwise specifically stated in this lease.

d) The laws of the State of California shall govern the validity, performance and enforcement of this lease.

e) If any provision of this lease is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this lease which shall remain in full force and effect. If any provision of this lease is capable of two constructions, one which would render the provision void and one which would render the provision valid, the provision shall be interpreted in the manner which would render it valid.

27. Time is of the essence in this lease.

IN WITNESS WHEREOF this Lease is executed by Lessor, acting by and through its lawfully authorized officers, and by Lessee, acting by and through its lawfully authorized officers.

DATED:

"LESSOR"  
CITY OF CAPITOLA, a municipal corporation

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

"LESSEE"

By: \_\_\_\_\_  
Matt Arthur  
MRA Sales, Inc.

Approved as to form:

\_\_\_\_\_  
City Attorney

Attachment A: Location Diagram



# CITY COUNCIL AGENCY AGENDA REPORT

## MEETING OF JANUARY 9, 2014

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: CONSIDERATION OF AN URGENCY ORDINANCE TO PROHIBIT COMMERCIAL MARIJUANA CULTIVATION AND PROCESSING WITHIN CITY LIMITS.

**RECOMMENDED ACTION:** Adopt the proposed Urgency Ordinance to add Chapter 9.61 of the Capitola Municipal Code to prohibit commercial marijuana cultivation and processing within City limits and find the action exempt from the California Environmental Quality Act.

**BACKGROUND:** On December 16, 2013, the City received a building permit application to remodel an existing industrial warehouse at 200 Kennedy Lane located within the Industrial Park (IP) zoning district to create a commercial marijuana cultivation and processing facility.

Under the Capitola Municipal Code, a property owner is not permitted to use his or her property for an illegal use or to use that property in a fashion which constitutes a public nuisance. The Municipal Code also specifically provides that a person who uses his or her property for illegal narcotics activity is, by definition, maintaining a public nuisance. Because marijuana remains an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. 801 et seq., staff and the City Attorney believe uses involving the cultivation and/or processing of marijuana for commercial sale constitutes a public nuisance and is therefore a prohibited use. Accordingly, staff has worked with the City Attorney to draft an Urgency Ordinance to explicitly prohibit commercial marijuana cultivation and processing within City limits (Attachment 1).

**DISCUSSION:** Commercial marijuana cultivation and processing has become an increasingly common use since adoption of Proposition 215, also known as the "Compassionate Use Act", in 1996. Although cultivation, processing, and consumption of marijuana for qualified medicinal purposes is legal in California, recent court decisions have affirmed that cities retain full regulatory authority under their constitutional police powers to prohibit and/or regulate medicinal marijuana businesses and land uses within their jurisdictional limits.

Commercial marijuana cultivation and processing uses can introduce a number of documented land use conflicts and public safety issues, including offensive odors, illegal sales and distribution, trespassing, theft, violent encounters between growers and persons attempting to steal plants, fire hazards, excessive energy consumption, and problems associated with mold, fungus, and pests.

In a small (1.67 square miles), densely developed city such as Capitola, comprised largely of small parcels with minimum setbacks, a proportionally significant number of mobile home spaces, and industrial, commercial, public facility and residential land uses in close proximity to one another with few buffer areas, nuisance impacts associated with commercial cultivation and processing of medical marijuana would be substantially intensified to the detriment of the City's residents, workers, businesses, and visitors.

## Item #: 9.A. Staff Report.pdf

AGENDA STAFF REPORT JANUARY 9, 2014

### URGENCY ORDINANCE TO PROHIBIT COMMERCIAL MARIJUANA CULTIVATION AND PROCESSING

The Police Chief has expressed concerns for the public safety threats that may be created by commercial marijuana cultivation and processing uses (Attachment 2). The City of Capitola has experienced firsthand the public safety impacts of marijuana cultivation and distribution, including attempted murders in 2004 and most recently in December, 2013.

The proposed Urgency Ordinance would prohibit the commercial cultivation and processing of marijuana within City limits while still allowing "primary caregivers" and "qualified patients" the necessary latitude to cultivate medicinal marijuana to meet their personal needs. The proposed Ordinance also establishes limits on personal medical marijuana cultivation, prohibiting all outdoor cultivation and specifying limitations on growing marijuana indoors. Those limitations are intended to prevent cultivation from becoming a public nuisance and creating a negative impact on neighbors.

The proposed Ordinance would not regulate medicinal marijuana distribution and sales (e.g., dispensaries). At the direction of the City Council, staff could return with Ordinance amendments to establish distribution and sales regulations.


**CEQA REVIEW:** The proposed Ordinance is exempt pursuant to CEQA sections 15060(c)(2), 15061(b)(3), and 15321 (Attachment 3).

**FISCAL IMPACT:** None

#### **ATTACHMENTS:**

1. Draft Urgency Ordinance
2. Chief of Police Memorandum
3. Notice of CEQA Exemption

Report Prepared By: Katie Cattan  
Senior Planner

Reviewed and Forwarded  
by City Manager: 

ORDINANCE NO. \_\_\_\_\_

**AN URGENCY ORDINANCE OF THE CITY OF CAPITOLA  
REGARDING MEDICAL MARIJUANA PROCESSING AND CULTIVATION**

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

Section 1: Chapter 9.61 is hereby added to the Capitola Municipal Code to read as follows:

**9.61.010 Findings**

The City Council of the City makes the following findings:

A. In 1996, the voters of the State of California approved Proposition 215, also known as the Compassionate Use Act (CUA), codified at California Health and Safety Code section 11362.5 et seq.

B. On January 1, 2004, S.B. 240, known as the "Medical Marijuana Program" (MMP) (codified at Health and Safety Code section 11362.7 through 11362.83) went into effect to clarify the scope of the CUA.

C. The CUA is limited in scope in that it only provides a defense from criminal prosecution for possession and cultivation of marijuana to qualified patients and their primary caregivers. The MMP is also limited in scope in that it establishes a statewide identification program and affords qualified patients, persons with identification cards and their primary caregivers an affirmative defense to certain enumerated criminal sanctions that would otherwise apply to transporting, processing, administering or distributing marijuana.

D. Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon local governments, such as the City of Capitola, to allow, authorize or sanction the establishment and the operation of facilities cultivating or processing medical marijuana within its jurisdiction.

E. The CUA expressly anticipates the enactment of additional local legislation, providing: "[n]othing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, nor to condone the diversion of marijuana for non-medical purposes." (Cal. Health & Safety Code, § 11362.5(b)(2).)

F. On May 6, 2013, the California Supreme Court issued its decision in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.*, holding that cities have the authority to ban medical marijuana uses within their boundaries and prohibit any use that constitutes a violation of state or federal law.

G. Marijuana remains an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. 801 et seq., which makes it unlawful for any person to cultivate, manufacture, distribute or dispense, or possess with intent to manufacture, distribute or dispense marijuana. The Federal Controlled Substances Act contains no statutory exemption for the cultivation of marijuana for medical purposes. In addition the possession, possession for sale, cultivation, processing, transportation, importation, and distribution of marijuana generally still constitutes a crime in California pursuant to California Health and Safety Code Sections 11357 through 11361.

**Item #: 9.A. Attach 1.pdf**

ORDINANCE NO. \_\_\_\_\_

H. On June 6, 2005, the United States Supreme Court held, in *Gonzales v. Raich*, that Congress has the authority under the Commerce Clause of the United States Constitution, and has the power under the Federal Controlled Substances Act, to prohibit local cultivation, processing and use of marijuana even though it would be in compliance with California law.

I. Some of the documented problems with the cultivation and processing of marijuana include offensive odors, illegal sales and distribution of marijuana, trespassing, theft, violent encounters between growers and persons attempting to steal plants, fire hazards and problems associated with mold, fungus, and pests. In a small (1.676 square miles), densely developed city such as the City of Capitola, comprised for the most part of small parcels with minimum setbacks, a proportionally significant number of mobile home spaces, and industrial, commercial, public facility and residential land uses in extremely close proximity to one another with few buffer areas of separation, the nuisance impacts of the type herein delineated would be substantially intensified to the detriment of the City's residents, workers, businesses and visitors.

J. The City has experienced firsthand the secondary impacts associated with marijuana cultivation and processing when, in September 2004, the Capitola Police Department investigated an attempted murder which included a robbery and an assault on a person with a firearm over a large amount of processed marijuana and marijuana under cultivation found within a City residence. Most recently, on December 27, 2013, the City experienced impacts associated with marijuana cultivation and distribution when the Capitola Police Department investigated an attempted murder with a firearm during a marijuana sale on Capitola Road. During that incident, a non-City resident, who was apparently attempting to sell marijuana, was shot twice and transported by helicopter to a hospital. Most recently, on December 27 of 2013 the City experienced impacts associated with marijuana cultivation and distribution when the Capitola Police Department investigated an attempted murder with a firearm during a marijuana sale on Capitola Road. During that incident, a non-City resident who was apparently attempting to sell marijuana, and was shot twice and transported by helicopter to a hospital.

K. Due to the City's small size and the proximity of various uses to one another, any public nuisance within the City has the potential to adversely impact the entire community regardless of where the nuisance occurs.

L. On December 16, 2013, a building permit application was submitted on behalf of the 200 Kennedy Drive property owner seeking City authorization to proceed with structural, electrical and plumbing improvements to a warehouse building on those premises intended to facilitate the warehouse's use as an industrial/commercial medical marijuana cultivation, processing and warehouse facility which the property owner contends is a principally permitted agricultural use of the warehouse in the industrial zone in which the warehouse is located. For the reasons set forth in the foregoing findings the proposed medical marijuana-related use of the warehouse is both illegal and a public nuisance. The City Council finds that the public nuisance threatened by that proposed use is particularly accentuated in this instance in light of the fact that Cabrillo Mobile Home Estates, a tightly compacted mobile home community, comprised of over fifty (50) mobilehome residences, directly abuts the 200 Kennedy Drive property and the community's numerous residents would be immediately and adversely impacted by the public nuisance posed by this particular cultivation/processing/warehouse use. In December 20, 2013 correspondence with the property owner as well as in other verbal communications with the property owner, Community Development Department staff members have advised the

ORDINANCE NO. \_\_\_\_\_

property owner that the proposed medical marijuana-related use is prohibited by the City's Municipal Code. The property owner, in response, contends, based upon his consultation with legal counsel, that the proposed use is sanctioned by both the City's Municipal Code and state law and that accordingly he intends to proceed with his intended use of the property.

M. Because the potential risks posed by the proposed medical marijuana-related use to the health, safety and welfare of City residents, especially those residents in the mobilehomes located in the adjacent Cabrillo Mobile Home Estates mobilehome park, are so great, current and immediate, the City Council finds that there is an urgent need to adopt an ordinance which will go into effect immediately and which will unequivocally and clearly provide that medical marijuana cultivation and processing in the City in the manner here proposed by the property owner, already generally prohibited as illegal activity and a public nuisance, is also specifically and explicitly prohibited in the City of Capitola.

#### **9.61.020 Purpose and Intent**

A. It is the purpose and intent of this chapter to promote the health, safety, and general welfare of the residents and businesses within the City by regulating the cultivation and processing of medical marijuana.

B. Nothing in this chapter shall be construed to (1) allow persons to engage in conduct that endangers others or causes a public nuisance, (2) allow the use or cultivation of marijuana for non-medical purposes, or (3) allow any activity relating to the cultivation, processing, or distribution of marijuana that is illegal under state or federal law.

#### **9.61.030 Definitions**

For purposes of this chapter, the following definitions shall apply:

A. "Collective or cooperative cultivation" means the association within California of qualified patients, persons with valid identification cards, and designated primary caregivers to cultivate marijuana for medical purposes as defined in strict accordance with California Health and Safety Code sections 11362.5 et seq.

B. "Cultivate" or "cultivation" is the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof in any location.

C. "Medical marijuana" is defined in strict accordance with California Health and Safety Code sections 11362.5 et seq.

D. "Processing" is defined as any method used to prepare marijuana or its byproducts for commercial sale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create marijuana related products and concentrates.

E. "Primary caregiver" is defined in strict accordance with California Health and Safety Code section 11362.5 et seq.

#### **9.61.040 Prohibited activities.**

A. Indoor and outdoor cultivation of medical marijuana is prohibited in all areas of the City, except as outlined below in Section 9.61.040(A)(1).

1. Medical marijuana for personal use may be cultivated in conformance with the following standards:

(a) An individual qualified patient may cultivate medical marijuana indoors on the parcel where the qualified patient resides. Outdoor cultivation is prohibited.

**Item #: 9.A. Attach 1.pdf**

ORDINANCE NO. \_\_\_\_\_

(b) A primary caregiver may cultivate medical marijuana indoors for a qualified patient for whom he/she is the primary caregiver. Outdoor cultivation is prohibited.

(c) Medical marijuana cultivation is permitted only on parcels with residential units. Medical marijuana cultivation is permitted only within a residential unit, a garage, or a self-contained outside accessory building that is secured, locked, and fully enclosed.

(d) The medical marijuana cultivation area shall not exceed fifty (50) square feet per residence.

(e) The use of gas products (CO<sub>2</sub>, butane, etc.) for medical marijuana cultivation or processing is prohibited.

(f) Medical marijuana cultivation for sale is prohibited. Notwithstanding this prohibition, a primary caregiver may recover from his or her qualified patient the actual costs incurred by the primary caregiver in cultivating the medical marijuana he or she delivers to the qualified patient.

(g) From the public right of way, there shall be no exterior evidence of medical marijuana cultivation.

(h) The qualified patient and/or primary caregiver shall not participate in medical marijuana cultivation in any other location within the City.

(i) The residence shall maintain kitchens, bathrooms, and primary bedrooms for their intended use and these rooms shall not be used for medical marijuana cultivation.

(j) Any medical marijuana cultivation area located within a residence shall not create a humidity, mold or other nuisance condition.

(k) The medical marijuana cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gasses, odor, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to use or storage of materials, processes, products or wastes.

B. Processing marijuana for commercial sale is prohibited in all areas of the City.

**9.61.050 Prohibited activities declared a public nuisance.**

Any use or condition caused or permitted to exist in violation of any of the provisions of this chapter shall be and is hereby declared a public nuisance and may be abated by the City or subject to any available legal remedies, including but not limited to civil injunctions.

**9.61.060 Penalties for violation.**

A. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and subject to a maximum penalty of six (6) months imprisonment in county jail, or a fine of one thousand (\$1,000). Violators shall be subject to any other enforcement remedies available to the City under any applicable state or federal statute or pursuant to any other lawful power the City may possess.

B. Each day a violation is allowed to continue and every violation of the chapter shall constitute a separate violation and shall be subject to all remedies.

C. In the event any civil suit or action is brought by the City to enforce the provisions of this chapter, the prevailing party shall be entitled to recover the amount of its reasonable costs incurred in the action or proceeding, including, but not limited to, attorney's fees.



ORDINANCE NO. \_\_\_\_\_

**9.61.070 Severability.**

If any part or subsection of this chapter is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity, unlawfulness, or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any other part of this chapter.

Section 2. For the reasons hereinabove stated, the City Council finds and determines that: (a) there is a current and immediate threat to the public peace, health, or safety; (b) this ordinance must therefore be immediately enacted and enforced in order to protect and preserve the public interest, health, safety, comfort and convenience and to preserve the public welfare; and (c) this urgency ordinance is necessary to preserve the public health and safety of all residents or landowners adjacent to such uses as are prohibited by this ordinance.

Section 3. This urgency ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) – the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment and Section 15060(c)(3) – the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 4. Effective Dates. This ordinance shall take effect immediately based on the findings by the City Council that this ordinance is necessary for the immediate and urgent protection of the public health, safety, and general welfare. This ordinance shall be in full force and effect from the date of its adoption by the City Council.

This ordinance was passed and adopted by the City Council of the City of Capitola on the 9<sup>th</sup> day of January, 2014, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Sam Storey, Mayor

ATTEST:

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

THIS PAGE INTENTIONALLY LEFT BLANK



---

**INTEROFFICE MEMORANDUM**

---

**TO:** RICH GRUNOW, COMMUNITY DEVELOPMENT DIRECTOR  
**FROM:** RUDY ESCALANTE, CHIEF OF POLICE  
**SUBJECT:** PROPOSED COMMERCIAL CULTIVATION OF MARIJUANA  
200 KENNEDY DRIVE  
**DATE:** DECEMBER 20, 2013

---

In response to the proposed use at 200 Kennedy Drive, the Police Department would adamantly oppose the commercial cultivation of marijuana as a permitted use in the City of Capitola.

There are numerous concerns regarding this type of use that affects the safety and well being of this community. To specifically note, the cultivation of marijuana for commercial use is illegal both within the state of California and under Federal law. By allowing this type of use, it will increase the potential for addition crimes such as robbery, burglary, assault, kidnapping, carjacking, and theft. Person(s) who commit crimes at marijuana growing operations are often armed with a firearm; increasing the potential for homicide.

Case in point, in September of 2004, the Capitola Police Department investigated an attempted murder which included a robbery and an assault on a person with a firearm. A Capitola resident who was growing a large amount of marijuana in his residence received a knock on the door. When he opened the door he was confronted by three unknown men. One of the men immediately drew a firearm. An argument ensued and the victim was ultimately shot in the back in front of several witnesses. A large amount of processed marijuana and marijuana under cultivation was seized. This is a perfect example as to why the Police Department is so adamantly opposed to this type of use in the City.

The street that accesses the proposed use is shared by a local community church. This church offers many services to the community that includes children playground services. I have spoken to the associate church pastor from the church who also opposes the proposed use. At the corner of Kennedy Drive and Monterey Avenue is a large residential condominium complex. Just below the Kennedy Drive business zone is a senior housing park. Lastly, located on Monterey Avenue, which intersects with Kennedy Drive, is a middle school and an additional community church.

There are additional concerns for Capitola residents regarding the commercial cultivation of marijuana in both residential and commercial zoned areas. It is reasonable and prudent to regulate the cultivation of marijuana to avoid risks of violent criminal activity, malodorous smells, and indoor electrical fire hazards that may result from the processing or cultivation of marijuana.

Capitola Police Department, 422 Capitola Avenue, Capitola, CA 95010

## Item #: 9.A. Attach 2.pdf

December 20, 2013, Capitola Police Department Memorandum  
Page 2 of 2

Proposition 215, the Compassionate Use Act of 1996, was enacted to provide persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited specified circumstances. The proposition does not allow unlimited quantities of marijuana to be grown anywhere.

Senate Bill 420, passed in 2004, primarily addresses the criminal law providing patients and primary caregivers with limited immunity from criminal prosecution under certain identified statutes and does not grant the commercial growing of marijuana. Neither law regulates or restricts local zoning requirements for medical marijuana.

Finally, earlier this year the California Supreme Court unanimously affirmed a lower court's decision that cities have the authority and the right to ban medical marijuana dispensaries within their boundaries and prohibits any use that constitutes a violation of state or federal law. The court concluded that the Compassionate Use Act and the Medical Marijuana Program Act do not "expressly or impliedly pre-empt the authority of California cities and counties under their traditional land-use and police powers, to allow, restrict, limit, or entirely exclude facilities that distribute medical marijuana, and to enforce such policies by nuisance actions."

It is for these reasons that the Police Department opposes the proposed use.

## NOTICE OF EXEMPTION

To: Clerk of the Board  
County of Santa Cruz  
Governmental Center  
701 Ocean Street  
Santa Cruz CA 95060

From: City of Capitola  
Community Development Department  
420 Capitola Avenue  
Capitola, CA 95010

**Project Title:** URGENCY ORDINANCE TO PROHIBIT COMMERCIAL MARIJUANA CULTIVATION AND PROCESSING WITHIN CITY LIMITS

**Project Address:** Citywide **Assessor's Parcel No.:** N/A

**Project Location:** **City of:** Capitola **County of:** Santa Cruz

**Project Description:** The proposed ordinance would prohibit commercial marijuana cultivation and processing within City limits and establish limits on personal cultivation.

**Project Applicant:** City of Capitola

**Lead Agency:** City of Capitola

**The project is exempt as follows:**

- It clearly will not have a significant effect on the environment (15061(b)(3)).
- It is categorically exempt (Section 15060(c)(2) and 15321).
- It is a declared emergency (Section 21080(b)(3); 15269(a)).
- It is an emergency project (Section 21080(b)(4); 15269(b)(c)).
- It is statutorily exempt (Code/Section \_\_\_\_\_).

**Reasons why project is exempt:**

Commercial cultivation and processing of marijuana is currently not an allowed use in the City of Capitola. The Municipal Code specifically provides that a person who uses his or her property for illegal narcotics activity is, by definition, maintaining a public nuisance. Because marijuana remains an illegal substance under the Federal Controlled Substances Act, 21 U.S.C. 801 et seq., uses involving the cultivation and/or processing of marijuana for commercial sale constitutes a public nuisance and is therefore a prohibited use. Consequently, the proposed Ordinance would clarify and enumerate existing prohibitions of commercial cultivation and processing of marijuana in the City of Capitola. This action is exempt pursuant to: CEQA section 15060(c)(2) which excludes activities which will not result in a direct or reasonably foreseeable indirect physical change in the environment; CEQA section 15061(b)(3) which excludes activities when it can be seen with certainty that there is no possibility of the activity in question may have a significant effect on the environment; and CEQA section 15321 which excludes enforcement actions taken by regulatory agencies.

**Lead Agency**

**Contact Person** Rich Grunow **Phone:** (831) 475-7300

**Department:** Community Development **Address:** 420 Capitola Avenue, Capitola, CA 95010

Filer's  
Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date Submitted to County Clerk: \_\_\_\_\_ Received by: \_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK



# CITY COUNCIL

## AGENDA REPORT

MEETING OF JANUARY 9, 2014

FROM: DEPARTMENT OF PUBLIC WORKS  
 SUBJECT: ESPLANADE COOPERATIVE SIDEWALK PROJECT

**RECOMMENDED ACTION:** Approve the allocation of \$15,000 within the Capital Improvement Program for an Esplanade Sidewalk Project to be done cooperatively with property and business owners along the Esplanade to replace old, existing sidewalk with Village sidewalk.

**BACKGROUND:** The City has been approached by the owner of Paradise Beach Grille about rebuilding the sidewalk fronting his property with each party paying half the cost. City staff believes this is a very worthwhile project that will remove and replace very old and heavily used sidewalk with new sidewalk that is consistent with the Village streetscape used on Capitola Avenue and other areas of the Village. In reviewing the site it became apparent that the existing sidewalk was not compliant with current ADA laws, that this may be an opportunity to widen the sidewalk, and also it should be considered to expand the project along the Esplanade to include all of the properties along the south side of the Esplanade. To facilitate this project staff engaged Bowman & Williams Engineers, who designed the streetscape along Capitola Avenue, to survey and prepare a plan for the sidewalk replacement along the Esplanade. These plans are included as an attachment. The project plans do include widening the sidewalk by two feet which requires restriping the parking spaces in order to maintain the existing total lane width. The result is the loss of one to two parking spaces depending on the ultimate limits of this project.

**DISCUSSION:** The estimated total construction cost is \$100,000. The portion of sidewalk in front of Paradise Beach Grille is \$20,000 of which the City's half would be \$10,000. Staff is in the process of contacting other property owners along the Esplanade to measure their interest in the project. It is possible to construct this project in steps, and staff believes starting with the Paradise Beach Grille frontage will provide incentive for other properties to participate.

On December 12<sup>th</sup> the City Council set aside \$15,000 from the General Fund balance for undetermined sidewalk and streetscape improvements. At this time staff is recommending allocating these funds to the Esplanade Sidewalk Project so that the work in front of Paradise Beach Grille can proceed. Additional funding for the remainder of the project will be identified in the near future. Staff believes that sufficient funding will likely be available as part of the mid-year budget review.

**ATTACHMENTS:**

1. Plans

Report Prepared By: Steven Jesberg  
 Public Works Director

Reviewed and Forwarded  
 by City Manager:

THIS PAGE INTENTIONALLY LEFT BLANK



# STREET IMPROVEMENT PLAN

## THE ESPLANADE

### CITY OF CAPITOLA, CALIFORNIA

#### BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF SAN JOSE AVENUE AS SHOWN ON THE RECORD OF SURVEY 88-M-44 = N 14°24' E

#### TEMPORARY BENCHMARK

BENCHMARK IS CUT + IN CONCRETE SIDEWALK LOCATED APPROXIMATELY 59.42' NORTHEAST OF THE FOUND LEAD TAG AND PLUG, RE 6270, IN SIDEWALK AT SOUTHEAST CORNER OF STOCKTON AVENUE AND ESPLANADE  
ELEVATION = 10.23

#### BENCHMARK

BENCHMARK IS SANTA CRUZ COUNTY BENCHMARK 909, USGS BM "Z 212 1935" CAPITOLA RR STATION, NWLY OF MONTEREY & PARK AVES. INTERSECTION 3' S OF T.P.#13 LOCATED BY 4" X 4" WITNESS POST, STD DISK, SET IN CONC. FOUNDATION  
ELEVATION = 63.922 NGVD 29 (ADJUSTED)

CONTOUR INTERVAL = 1 FOOT

DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF

AERIAL TOPOGRAPHIC MAPPING BY AERO-GEODETIC CORPORATION, APRIL 2000.

#### NOTICE TO CONTRACTOR

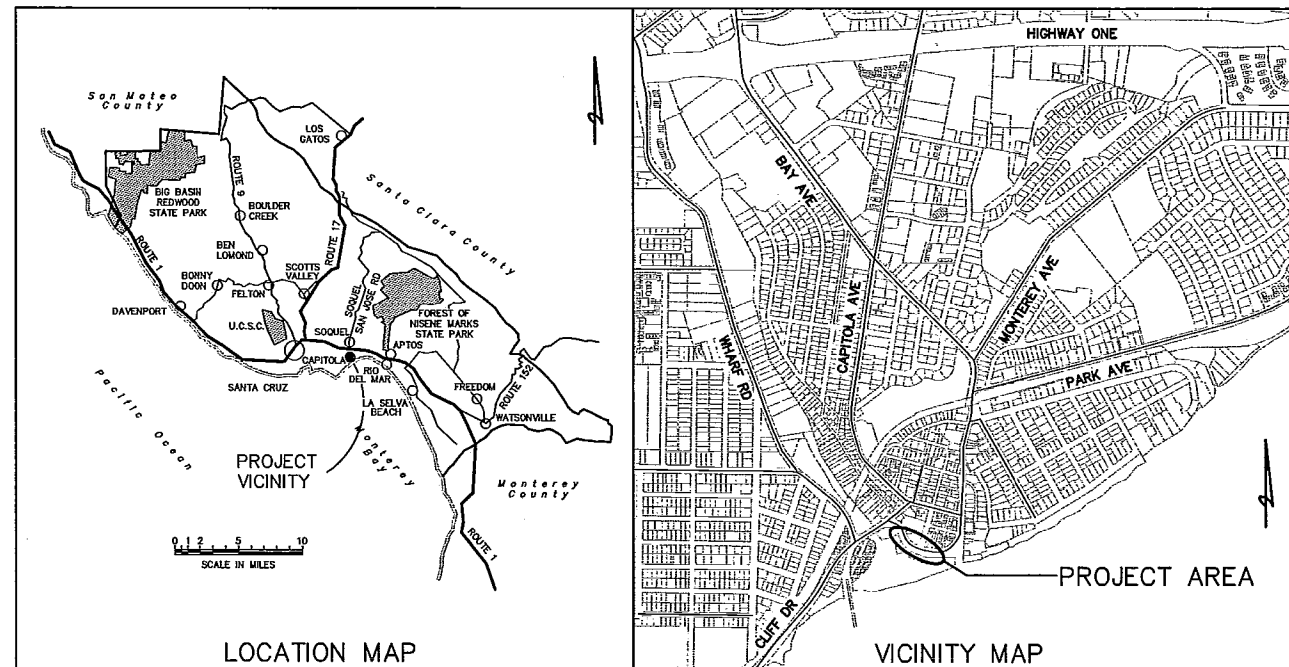
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

#### UNAUTHORIZED CHANGES AND USES:

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.

#### UNDERGROUND UTILITIES

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO STARTING ANY WORK. CALL UNDERGROUND SERVICE ALERT (USA) AT 1(800)642-2444 AT LEAST 48 HOURS IN ADVANCE OF EXCAVATION TO MARK THE LOCATION OF UTILITIES ON THE SITE. VERIFY DEPTH BY APPROVED "POT HOLE" METHODS PRIOR TO EXCAVATION.



#### PROJECT DESCRIPTION

1. WIDEN THE SIDEWALK 2' ALONG THE AREA SHOWN.
2. REPLACE THE CONCRETE CURB, GUTTER & SIDEWALK TO MATCH CAPITOLA AVENUE TO THE SEAWALL.
3. IMPROVE THE ADA PARKING SPACE WITH PROPER GRADING.
4. REMOVE 5 TREES AND PLANT 7 NEW TREES.
5. LOSE TWO PARKING SPACES BY RE-STRIPING.

#### SHEET INDEX

- C1.0 COVER SHEET
- C2.0 PROJECT PLAN & GENERAL NOTES
- C3.0 PLAN AND PROFILE
- C4.0 DETAILS & SPECIFICATIONS
- TP-1 TOPOGRAPHIC MAP - STOCKTON AVE & ESPLANADE
- TP-2 TOPOGRAPHIC MAP - THE ESPLANADE

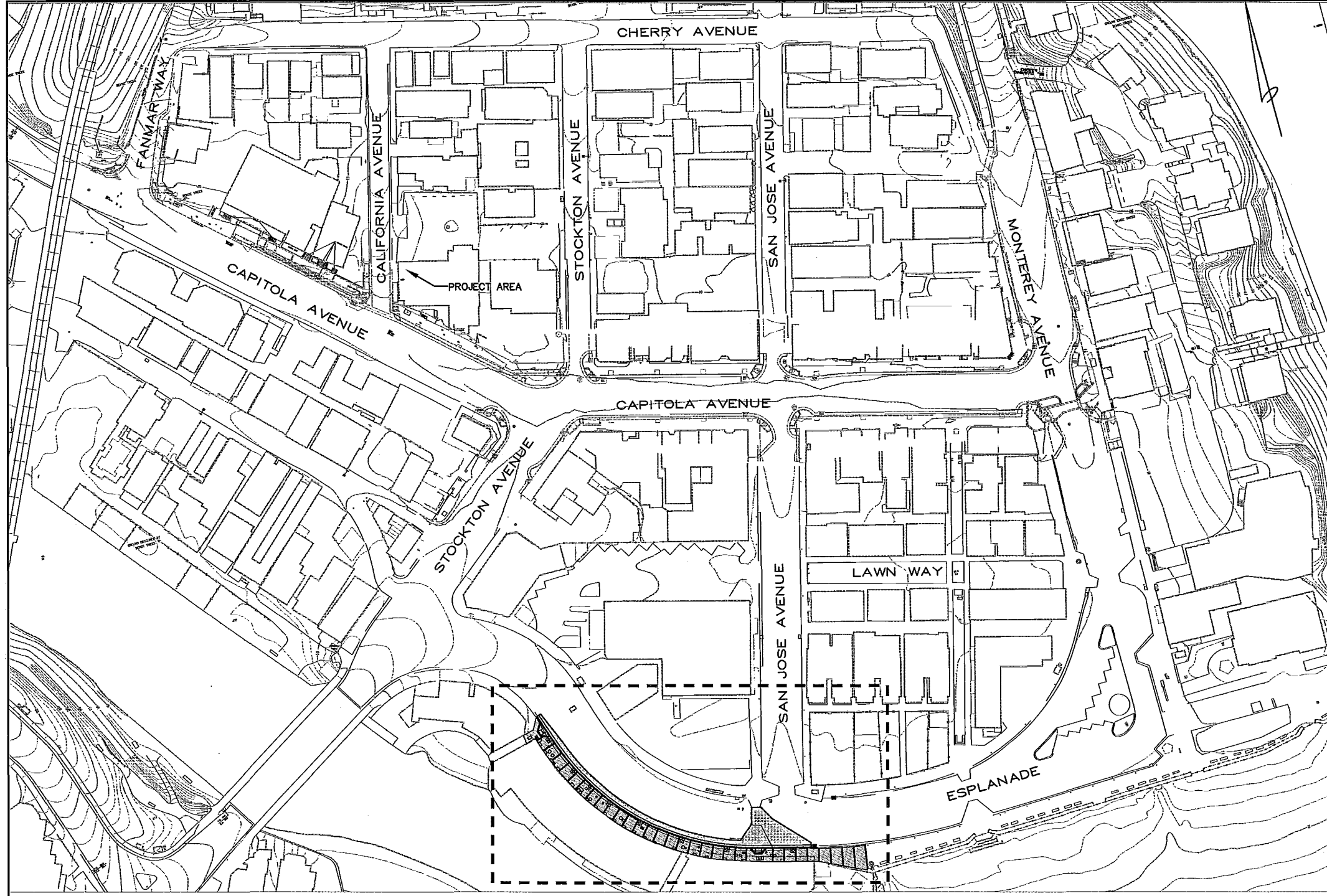


#### DISCLAIMER

THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.

APN 035-211-01, 02, 03 & 04

REVISIONS		JOB NO. 25422		SHEET <b>C1.0</b> OF 6
BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, CA 95060 (831) 426-3560		COVER SHEET		
SCALE 1" = 10'	DRAWN TPC/JFR	INDEX RODEO 3A	FILE NO. 25422	
DATE DECEMBER 9, 2013	CHECKED JFR			
DESIGN JFR	DWG NAME 25422_C1			



GENERAL NOTES

1. THE CONTRACTOR SHALL MAKE A DETAILED AND THOROUGH STUDY OF THESE PLANS IN THEIR ENTIRETY PRIOR TO ANY WORK ON THE JOBSITE. HE IS TO VERIFY ALL EXISTING CONSTRUCTION CONDITIONS AND IS TO COORDINATE THESE DRAWINGS WITH ALL OTHER TRADE DISCIPLINES FOR THE COMPLETED WORK. HE IS ALSO TO UNDERSTAND THAT ANY FEATURE OF CONSTRUCTION NOT FULLY SHOWN OR DETAILED SHALL BE OF THE SAME TYPE AS SHOWN FOR SIMILAR CONDITIONS.
2. THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER ANY DISCREPANCY OCCURRING ON THE DRAWINGS OR FOUND IN HIS COORDINATION WORK. NO CHANGES IN APPROVED PLANS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
3. ANY REQUEST FOR ALTERATIONS OR SUBSTITUTIONS MUST BE PRESENTED DIRECTLY TO THE ENGINEER, ACCOMPANIED BY A DETAILED SKETCH FOR REVIEW. BEFORE ANY APPROVAL WILL BE GIVEN AND BEFORE PROCEEDING WITH THE WORK. ABSOLUTELY NO ALTERATIONS OF THESE DOCUMENTS OF ANY KIND WILL BE APPROVED ON ANY SHOP DRAWINGS.
4. ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE STATE OF CALIFORNIA STANDARD SPECIFICATIONS (CALTRANS), LATEST EDITION, THE LATEST EDITION OF THE COUNTY OF SANTA CRUZ DESIGN CRITERIA MANUAL, SOQUEL CREEK WATER DISTRICT STANDARDS, THE CITY OF CAPITOLA STANDARD DETAILS, THE UNIFORM BUILDING CODE AND ALL OTHER APPLICABLE FEDERAL AND STATE LAWS.
5. ALL UNDERGROUND UTILITIES WITHIN THE ROADWAY AND UNDER CURB, GUTTER AND SIDEWALK SHALL BE INSTALLED PRIOR TO THE PLACEMENT OF NEW CURB, GUTTER, SIDEWALK AND PAVEMENT BY OTHERS.
6. THE LOCATIONS OF EXISTING UTILITIES AS SHOWN ON THE PLANS WERE OBTAINED FROM UTILITY COMPANIES AND MAY NOT REPRESENT TRUE LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH OF THESE UTILITIES PRIOR TO CONSTRUCTION, AND TO NOTIFY THE PROJECT ENGINEER IN CASE OF CONFLICT.
7. CONSTRUCTION STAKING AND COORDINATION WILL BE DONE BY THE ENGINEER, BOWMAN & WILLIAMS, 1011 CEDAR STREET (P.O. BOX 1621), SANTA CRUZ, CA 95061. THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER (426-3560) 72 HOURS PRIOR TO THE NEED FOR CONSTRUCTION STAKING.
8. THE CONTRACTOR SHALL SECURE ALL REQUIRED CONSTRUCTION PERMITS FROM THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE START OF WORK.
9. NO CHANGES IN THESE IMPROVEMENT PLANS SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE CITY OF CAPITOLA DEPARTMENT OF PUBLIC WORKS AND THE WRITTEN APPROVAL OF THE ENGINEER.
10. THE CONTRACTOR SHALL NOTIFY THE GEOTECHNICAL ENGINEER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
11. ALL PERMITS, COUNTY AND STATE, SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
12. THE DIRECTOR OF PUBLIC WORKS OR HIS AUTHORIZED REPRESENTATIVE SHALL HAVE THE AUTHORITY TO "STOP WORK" IF THE WORK IS NOT BEING DONE IN ACCORDANCE WITH THESE IMPROVEMENT PLANS.
13. ALL CONSTRUCTION SHALL COMPLY WITH THE AMERICAN'S WITH DISABILITIES ACT.

SOQUEL CREEK WATER DISTRICT NOTES:

1. ALL WATERWORKS RELATED CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, STANDARD PLANS, AND THE DIRECTIONS OF THE CHIEF ENGINEER OF THE SOQUEL CREEK WATER DISTRICT. A COPY OF THE SOQUEL CREEK WATER DISTRICT STANDARD SPECIFICATIONS AND STANDARD PLANS SHALL BE MADE AVAILABLE ON THE JOB SITE AT ALL TIMES. COPIES MAY BE OBTAINED AT THE OFFICES OF THE SOQUEL CREEK WATER DISTRICT, 5180 SOQUEL DRIVE, SOQUEL, CA. 95073.
2. THE CONTRACTOR SHALL NOTIFY THE CHIEF ENGINEER OF THE SOQUEL CREEK WATER DISTRICT A MINIMUM OF 2 WORKING DAYS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL SCHEDULE ALL INSPECTIONS WITH THE SOQUEL CREEK WATER DISTRICT A MINIMUM OF 24 HOURS IN ADVANCE OF NEEDING SUCH INSPECTION. ALL VALVES SHALL ONLY BE OPERATED BY THE PERSONNEL OF THE SOQUEL CREEK WATER DISTRICT. SYSTEM SHUTDOWNS FOR THE INTERCONNECTION OF NEW IMPROVEMENTS TO THE EXISTING SYSTEM SHALL BE SCHEDULED WITH THE SOQUEL CREEK WATER DISTRICT A MINIMUM OF 3 WORKING DAYS IN ADVANCE FOR RESIDENTIAL AREAS AND 5 WORKING DAYS IN ADVANCE FOR COMMERCIAL AND INDUSTRIAL AREAS.

ABBREVIATIONS

A.B.	AGGREGATE BASE	EP.	EDGE OF PAVEMENT	M.J.	MECHANICAL JOINT
A.C.	ASPHALT CONCRETE	EA.	EACH	MIN.	MINIMUM
ADA	AMERICANS WITH DISABILITIES ACT	EL.	ELEVATION	MH	MANHOLE
B.M.	BENCH MARK	EX. EXIST.	EXISTING	N.I.C.	NOT IN CONTRACT
B.O.W.	BOTTOM OF WALL	F.F.	FINISH FLOOR	N	NORTH
B.W.	BACK OF WALK	F.G.	FINISH GRADE	N.T.S.	NOT TO SCALE
C & G	CURB AND GUTTER	F.H.	FIRE HYDRANT	O.C.	ON CENTER
C.A.T.V.	CABLE TELEVISION	F.O.C.	FACE OF CURB	P.C.C.	PORTLAND CEMENT CONCRETE
CL	CAST IRON	FIG.	FIGURE	PG&E	PACIFIC GAS AND ELECTRIC
CL	CENTER LINE	FLG.	FLANGE	PL	PROPERTY LINE
CONC.	CONCRETE	FL	FLOWLINE	PVC	POLYVINYL CHLORIDE
CONST.	CONSTRUCT	G.V.	GATE VALVE	PWMT	PAVEMENT
DET.	DETAIL	GRD.	GROUND	R/W	RIGHT OF WAY
DIA.	DIAMETER	H.V.	HORIZONTAL AND VERTICAL CONTROL	R.C.	RELATIVE COMPACTION
DM	DIMENSION	INV.	INVERT	RCP	REINFORCED CONCRETE PIPE
DN	DOWN	JP	JOINT POLE	REQ'D.	REQUIRED
DS	DOWN SPOUT	L.F.	LINEAR FEET	S/W	SIDEWALK
DWG.	DRAWING	LAT.	LATERAL	S	SOUTH
DWY.	DRIVEWAY	MAX.	MAXIMUM	SD	STORM DRAIN
E	EAST				

LEGEND

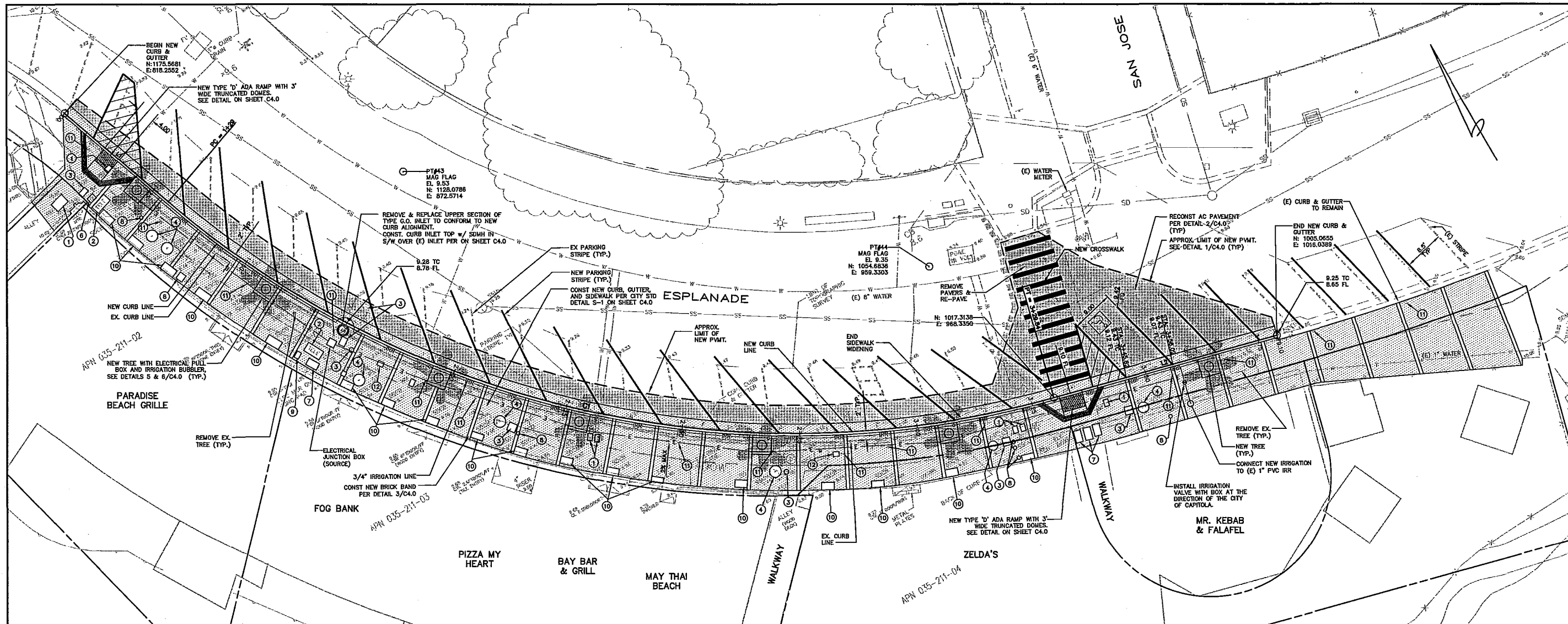
(P)	CONCRETE PAVEMENT	
(P)	ASPHALT PAVEMENT	

PRELIMINARY  
NOT FOR  
CONSTRUCTION

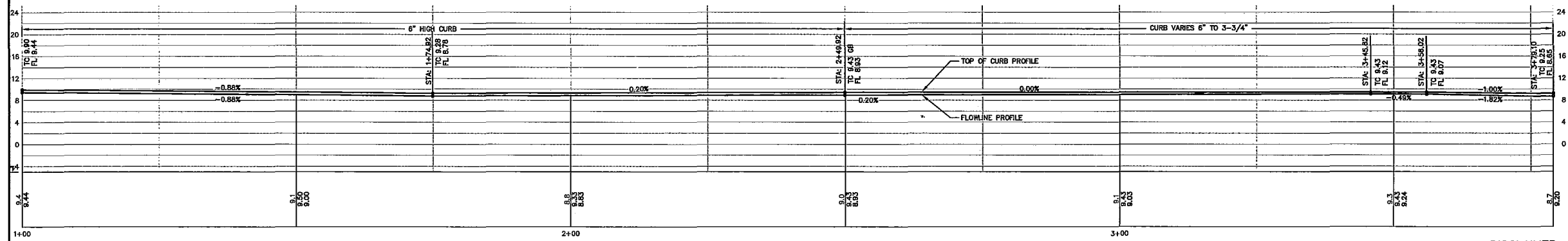


DISCLAIMER  
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.

APN 035-211-01, 02, 03 & 04		SHEET	
BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, CA 95060 (831) 426-3560		PROJECT PLAN & GENERAL NOTES	
IMPROVEMENT PLANS THE ESPLANADE THE CITY OF CAPITOLA, CALIFORNIA		SHEET	
SCALE 1"= 50'	DRAWN JFR/JFC	JOB NO. 25422	
DATE DECEMBER 9, 2013	CHECKED JFR	INDEX SOQUEL 2	C2.0
DESIGN JFR	DWG NAME 25422_02	FILE NO. 25422	OF 6



PLAN  
SCALE: 1"=10'



CURB & GUTTER PROFILE  
SCALE: 1"=10'

LINE AND CURVE TABLE			
LINE/CURVE	Length	Bearing/Delta	Radius
L1	29.00	S19°27'58"E	
L2	49.25	S75°35'00"E	
C1	200.84	56°08'02"	205.00

- ADJUST TO NEW SIDEWALK GRADE THE FOLLOWING:
- ① WATER METER
  - ② ATT VAULT
  - ③ MISC. UTILITY
  - ④ SSMH
  - ⑤ CATV BOX
  - ⑥ PG&E BOX
  - ⑦ SSCO
  - ⑧ (E) SDCB'S TO REMAIN
  - ⑨ REMOVE AND REPLACE (E) SIGNS AS DIRECTED BY THE CITY
  - ⑩ REMOVE & REPLACE (E) PAY STATION AS DIRECTED BY THE CITY

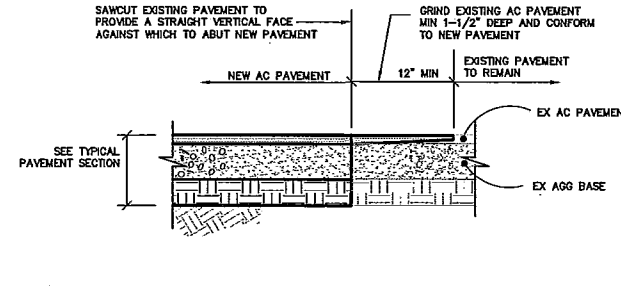
PRELIMINARY  
NOT FOR  
CONSTRUCTION



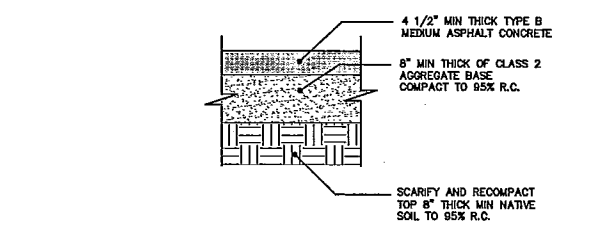
DISCLAIMER  
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.

APN 035-211-01, 02, 03 & 04

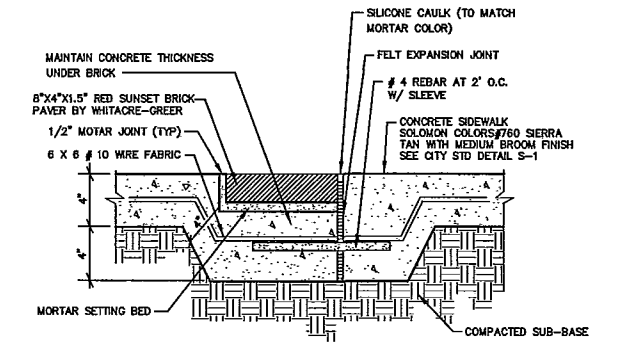
<b>BOWMAN &amp; WILLIAMS</b> CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, CA 95060 (831) 426-3560		<b>STREET IMPROVEMENT PLAN</b>  <b>THE ESPLANADE</b> THE CITY OF CAPITOLA, CALIFORNIA	
SCALE 1" = 10'	DRAWN JFR	JOB NO. 25422	SHEET
DATE DECEMBER 9, 2013	CHECKED	INDEX RODEO 3A	<b>C3.0</b>
DESIGN JFR	DWG NAME 25422_C3	FILE NO. 25422	OF 6



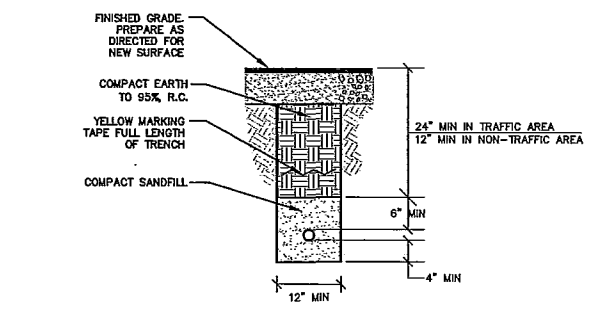
1 PAVEMENT BEVEL GRIND DETAIL  
SCALE: NTS



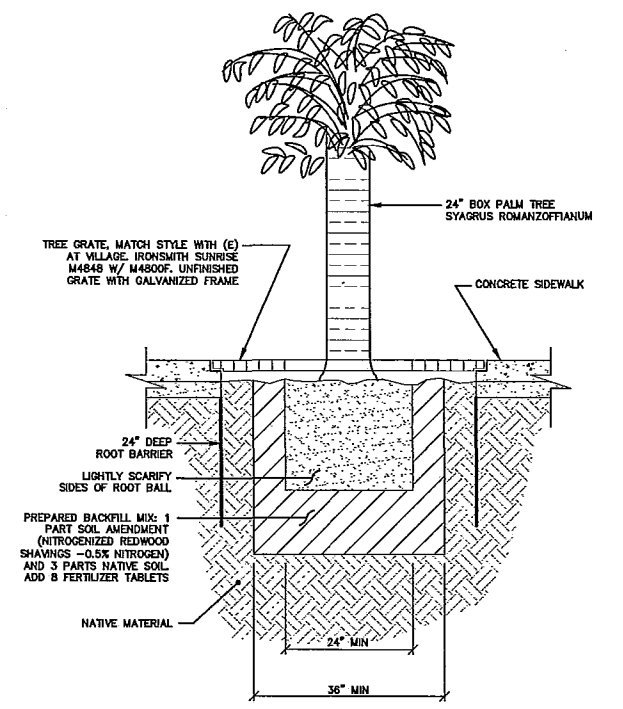
2 TYPICAL ASPHALT PAVEMENT SECTION  
SCALE: 3/4\"/>



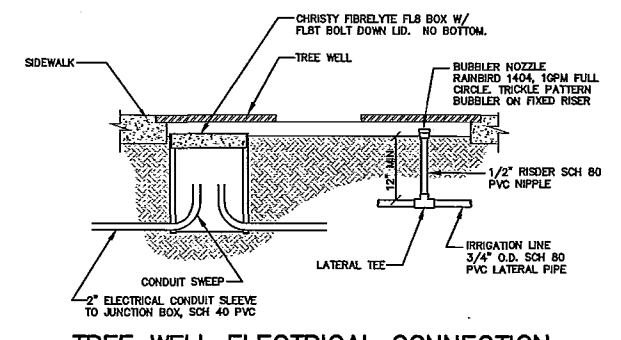
3 BRICK BAND TYPICAL SECTION  
SCALE: NTS



4 CONDUIT TRENCH DETAIL - LIGHTING  
SCALE: NTS



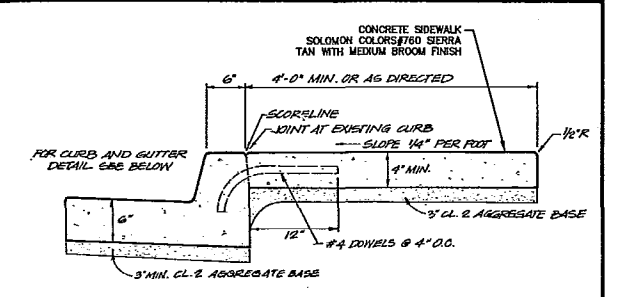
5 TREE PLANTING DETAIL  
SCALE: 3/4\"/>



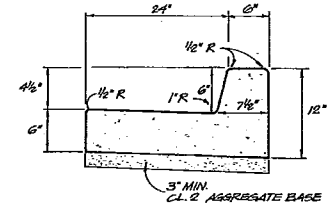
6 TREE WELL ELECTRICAL CONNECTION & BUBBLER RISER AT TREWELL  
SCALE: 1\"/>

TECHNICAL SPECIFICATIONS

- CURB, GUTTER, & SIDEWALK**
- CONCRETE SHALL BE SIX SACK MIX, CLASS "A".
  - CONCRETE COLOR SHALL BE SOLOMON COLORS#760 SIERRA TAN WITH MEDIUM BROOM FINISH. CONFIRM COLOR WITH CITY PRIOR TO CONSTRUCTION.
  - PROVIDE EXPANSION JOINT EVERY 80 FT WITH WEAKENED PLANE JOINT EVERY 12 FT.
- REINFORCING STEEL**
- REINFORCING STEEL SHALL COMPLY WITH ASTM A615, GRADE 60.
  - SUPPORTING DEVICES FOR THE REINFORCEMENT SHALL BE SPACED SUFFICIENTLY TO PROPERLY SUPPORT THE REINFORCEMENT AND PREVENT EXCESSIVE DEFLECTION.
  - THE FOLLOWING MINIMUM BAR COVERS SHALL BE MAINTAINED: CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 INCHES; CONCRETE EXPOSED TO EARTH OR WEATHER: 1 1/2 INCHES.
- EARTHWORK & GRADING**
- ALL EARTHWORK SHALL BE DONE IN ACCORDANCE TO SECTIONS 18 AND 19 OF CALTRANS STANDARD SPECIFICATIONS.
  - ALL EARTHWORK SHALL BE DONE UNDER THE SUPERVISION OF THE CITY SOIL ENGINEER.
  - THE CONTRACTOR SHALL NOTIFY AND COORDINATE WITH THE CITY FOR ANY CONFLICTS ENCOUNTERED DURING THE EARTHWORK OPERATION. ALL ENGINEERED FILL MATERIAL SHALL BE REVIEWED BY THE CITY FOR APPROVAL.
- ASPHALT CONCRETE**
- ASPHALT CONCRETE SHALL BE 1/2\"/>



CURB, GUTTER AND SIDEWALK

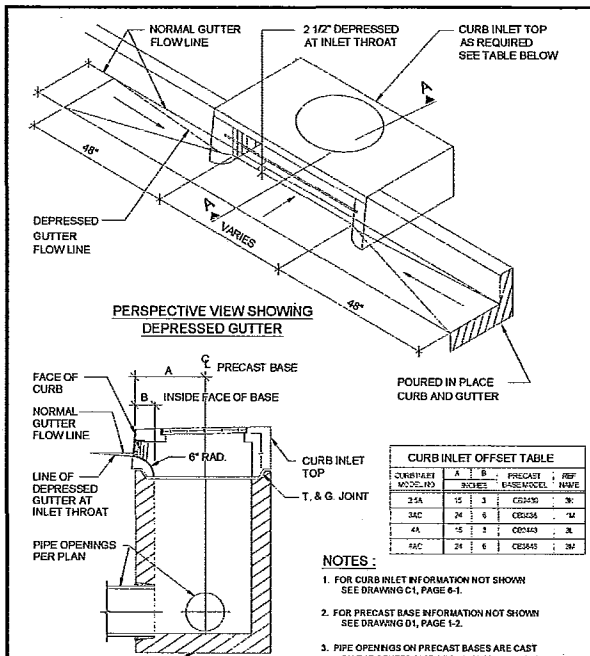


CURB AND GUTTER

REV.	DATE	REVISION DESCRIPTION	BY

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_  
PUBLIC WORKS DIRECTOR

DRAWN BY: \_\_\_\_\_ SCALE: AS SHOWN  
CHECKED BY: \_\_\_\_\_



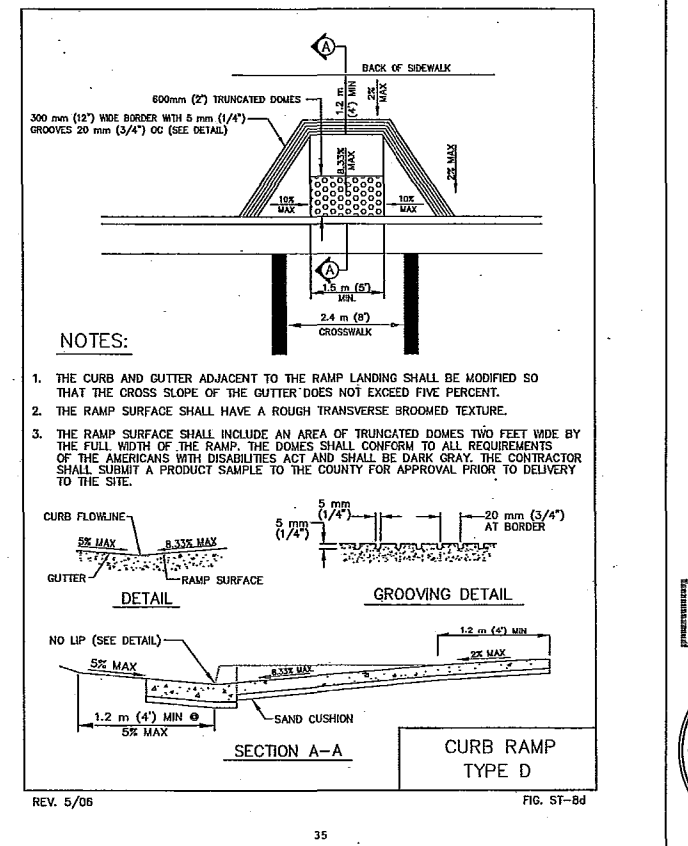
CURB INLET MODEL NO.	A	B	PRECAST BUCKETS	REF. NAME
25A	15	3	CR25A	3'
3A2	24	6	CR3A2	3'
4L	15	1	CR4L	3'
6A2	24	6	CR6A2	3'

NOTES:  
1. FOR CURB INLET INFORMATION NOT SHOWN SEE DRAWING C1, PAGE 6-1.  
2. FOR PRECAST BASE INFORMATION NOT SHOWN SEE DRAWING D1, PAGE 1-2.  
3. PIPE OPENINGS ON PRECAST BASES ARE CAST ON THE CENTER LINE OF THE WALL. CARE MUST BE TAKEN IN SETTING BASES AND LAYING PIPE TO INSURE PROPER ALIGNMENT.

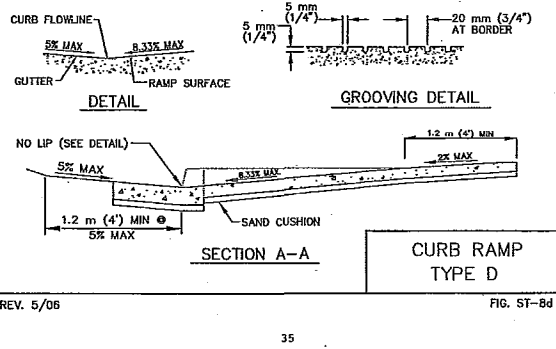
**US CONCRETE PRECAST GROUP**  
3049 INDEPENDENCE DRIVE, SUITE A  
MERRICKVILLE, CA 94501  
PHONE: 925-960-8140  
FAX: 925-960-1903  
WWW.USCONCRETE-PCRECAST.COM

Date: 3/12/2010  
Scale: N.T.S.  
Rev: 0  
DWG: 6-4.dwg

TITLE: TYPICAL CURB INLET INSTALLATION DETAIL  
PAGE: 6-4



- NOTES:
- THE CURB AND GUTTER ADJACENT TO THE RAMP LANDING SHALL BE MODIFIED SO THAT THE CROSS SLOPE OF THE GUTTER DOES NOT EXCEED FIVE PERCENT.
  - THE RAMP SURFACE SHALL HAVE A ROUGH TRANSVERSE BROOMED TEXTURE.
  - THE RAMP SURFACE SHALL INCLUDE AN AREA OF TRUNCATED DOMES TWO FEET WIDE BY THE FULL WIDTH OF THE RAMP. THE DOMES SHALL CONFORM TO ALL REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND SHALL BE DARK GRAY. THE CONTRACTOR SHALL SUBMIT A PRODUCT SAMPLE TO THE COUNTY FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.



PRELIMINARY SUBMITTAL



DISCLAIMER  
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.

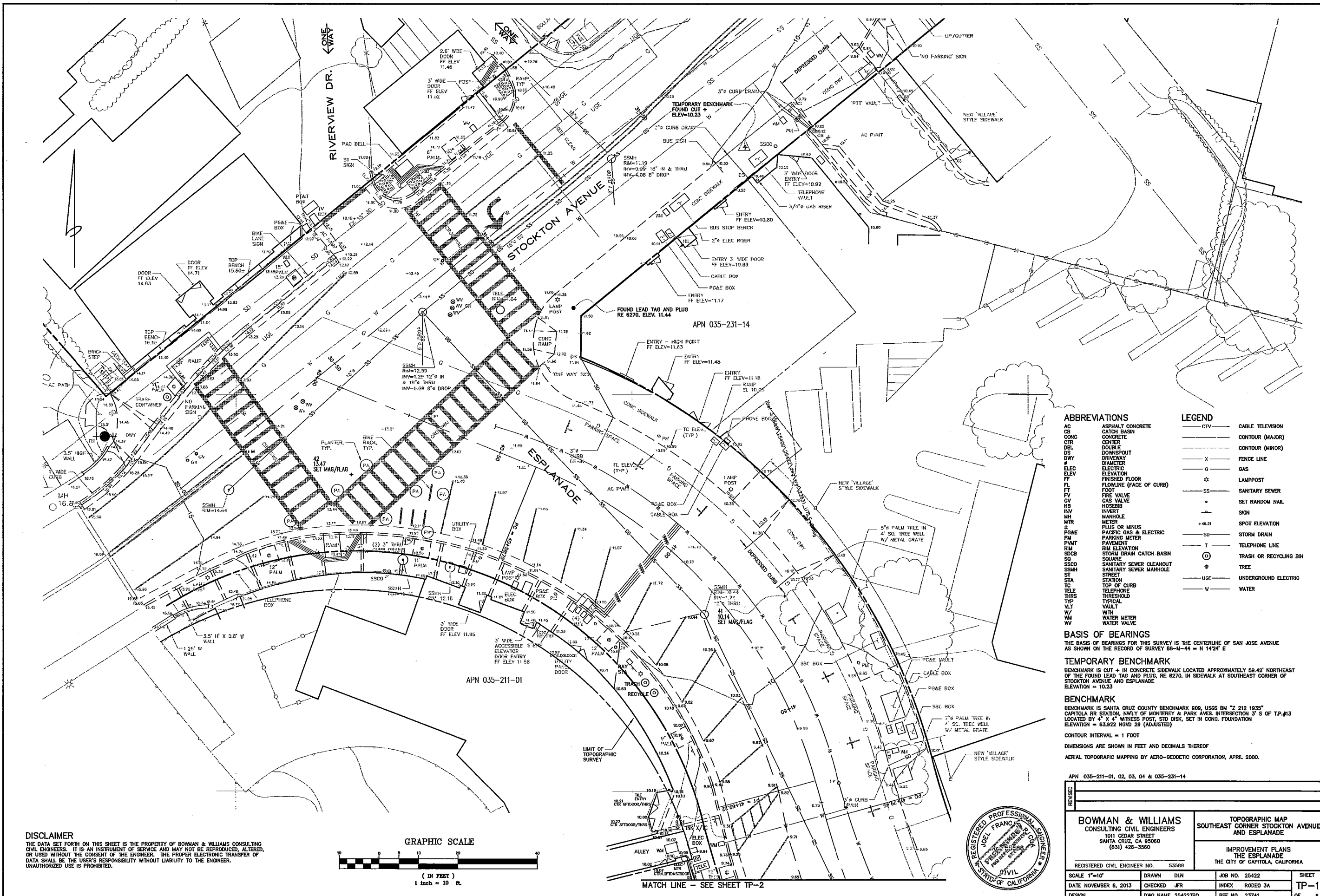
APN 035-211-01, 02, 03 & 04

REVISION			

**BOWMAN & WILLIAMS**  
CONSULTING CIVIL ENGINEERS  
1011 CEDAR STREET  
SANTA CRUZ, CA 95060  
(831) 425-3560

SITUATE IN THE CITY OF CAPITOLA, SANTA CRUZ COUNTY, CALIFORNIA

SCALE: 1" = 10'	DRAWN: JFR	JOB NO.: 25422	SHEET
DATE: DECEMBER 9, 2013	CHECKED: [ ]	INDEX: R0002 3A	C4.0
DESIGN: JFR	DWG NAME: 25422_C4	FILE NO.: 25422	OF 8



**ABBREVIATIONS**

AC	ASPHALT CONCRETE
CB	CATCH BASIN
CONC	CONCRETE
CTR	CENTER
DBL	DOUBLE
DS	DOWNSPOUT
DWY	DRIVEWAY
Ø	DIAMETER
#	ELECTRIC
ELEV	ELEVATION
FF	FINISHED FLOOR
FL	FLOWLINE (FACE OF CURB)
FT	FOOT
FV	FIRE VALVE
GV	GAS VALVE
HS	HOSEBIB
INV	INVERT
MH	MANHOLE
MTR	METER
±	PLUS OR MINUS
PG&E	PACIFIC GAS & ELECTRIC
PM	PARKING METER
PVMT	PAVEMENT
RM	ROOM ELEVATION
SSCB	STORM DRAIN CATCH BASIN
SQ	SQUARE
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
ST	STREET
STA	STATION
TO	TOP OF CURB
TELE	TELEPHONE
THRS	THRESHOLD
TYP	TYPICAL
V	VAULT
W	WATER
WM	WATER METER
WV	WATER VALVE

**LEGEND**

— CTV —	CABLE TELEVISION
— CONTOUR (MAJOR)	CONTOUR (MAJOR)
— CONTOUR (MINOR)	CONTOUR (MINOR)
— X —	FENCE LINE
— G —	GAS
— SS —	SANITARY SEWER
— W —	WATER
— T —	TELEPHONE LINE
— UGE —	UNDERGROUND ELECTRIC

**BASIS OF BEARINGS**  
 THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF SAN JOSE AVENUE AS SHOWN ON THE RECORD OF SURVEY 88-144 = N 14°24' E

**TEMPORARY BENCHMARK**  
 BENCHMARK IS CUT + IN CONCRETE SIDEWALK LOCATED APPROXIMATELY 50.42' NORTHEAST OF THE FOUND LEAD TAG AND PLUG, RE 6270, IN SIDEWALK AT SOUTHEAST CORNER OF STOCKTON AVENUE AND ESPLANADE  
 ELEVATION = 10.23

**BENCHMARK**  
 BENCHMARK IS SANTA CRUZ COUNTY BENCHMARK 809, USGS BM "Z 212 1935" CAPITOLA RR STATION, NWLY OF MONTEREY & PARK AVES. INTERSECTION 3' S OF T.P.#13 LOCATED BY 4" X 4" WITNESS POST, STD DISK, SET IN CONC. FOUNDATION  
 ELEVATION = 63.922 NAVD 29 (ADJUSTED)

CONTOUR INTERVAL = 1 FOOT  
 DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF  
 AERIAL TOPOGRAPHIC MAPPING BY AERO-GEODETIC CORPORATION, APRIL 2000.

APN 035-211-01, 02, 03, 04 & 035-231-14

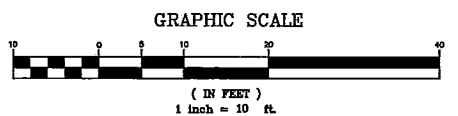
REVISIONS	DATE	BY	DESCRIPTION

<b>BOWMAN &amp; WILLIAMS</b> CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, CA 95060 (831) 426-3560	TOPOGRAPHIC MAP SOUTHEAST CORNER STOCKTON AVENUE AND ESPLANADE
REGISTERED CIVIL ENGINEER NO. 53588	IMPROVEMENT PLANS THE ESPLANADE THE CITY OF CAPITOLA, CALIFORNIA

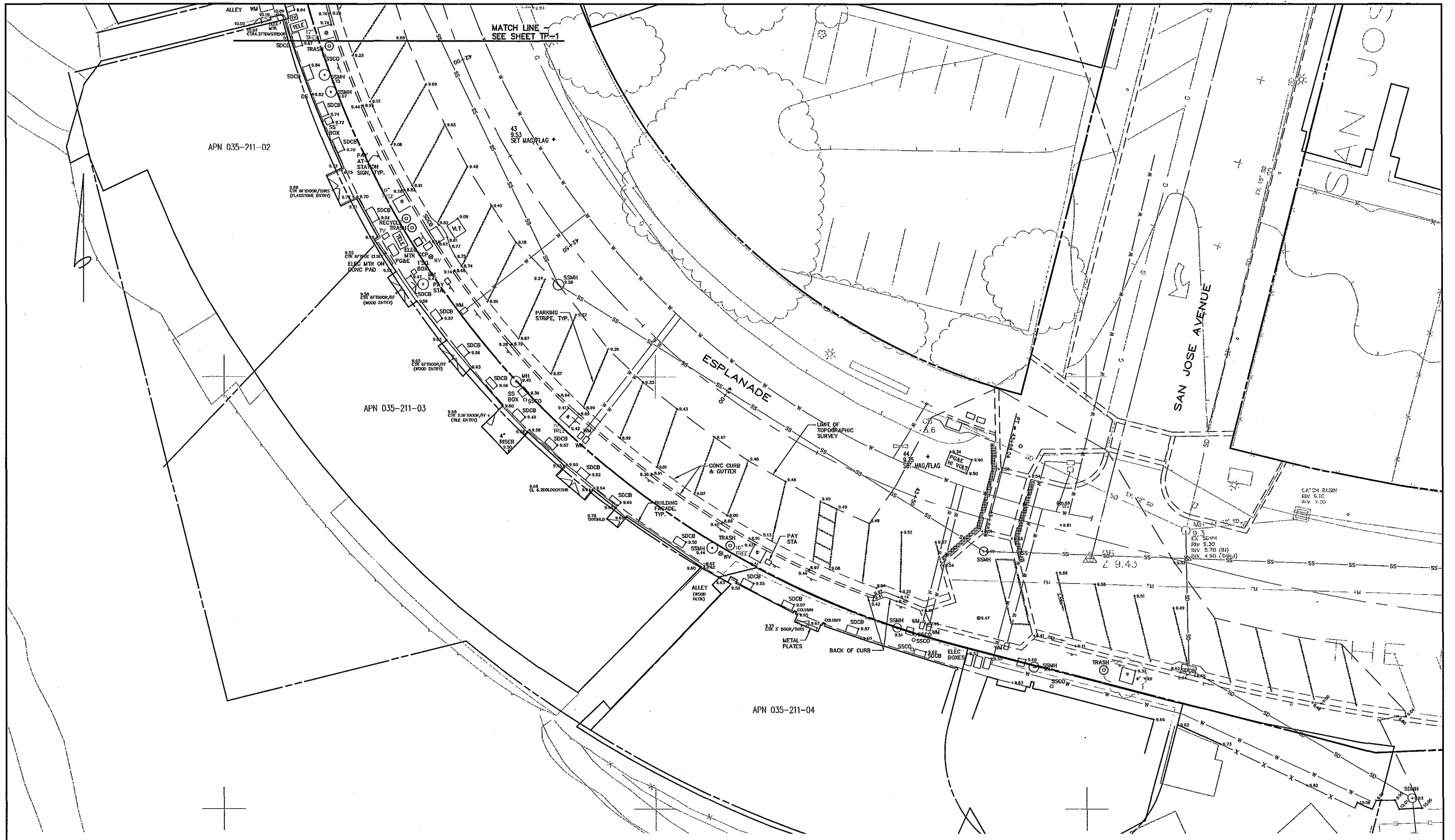
SCALE 1"=10'	DRAWN DLN	JOB NO. 25422	SHEET
DATE NOVEMBER 6, 2013	CHECKED JFR	INDEX RODEO 3A	TP-1
DESIGN	DWG NAME 25422TPD	REF NO. 23741	OF 6



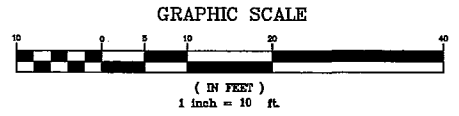
**DISCLAIMER**  
 THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.







**DISCLAIMER**  
 THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.



APN 035-211-01, 02, 03, 04 & 035-231-14			
<b>BOWMAN &amp; WILLIAMS</b> CONSULTING CIVIL ENGINEERS 1011 CEDAR STREET SANTA CRUZ, CA 95060 (831) 426-3580		IMPROVEMENT PLANS THE ESPLANADE THE CITY OF CAPITOLA, CALIFORNIA	
REGISTERED CIVIL ENGINEER NO. 53588		SITUA IN THE CITY OF CAPITOLA SANTA CRUZ COUNTY, CALIFORNIA	
SCALE 1"=10'	DRAWN DLN	JOB NO. 25422	SHEET
DATE NOVEMBER 6, 2013	CHECKED JFR	INDEX RODEO 3A	TP-2
DESIGN	DWG NAME 25422TPO	REF NO. 23741	OF 6



## CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 9, 2014

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: CONSIDER ADOPTION OF A GREEN ENERGY INCENTIVE PROGRAM

**RECOMMENDED ACTION:** Adopt the Green Energy Incentive Program and direct staff to amend the fee schedule.

**BACKGROUND:** Environmental sustainability has been a long-standing core value for the City of Capitola and its residents. As issues related to foreign energy dependence and climate change become more serious, the need to develop domestic and renewable energy sources has become increasingly urgent. To promote sustainable energy practices, staff proposes to implement a green energy incentive program to encourage more residents to install rooftop solar photovoltaic systems, solar water heaters, and electric vehicle charging stations.

**DISCUSSION:** The Community Development Department currently charges a \$148 building permit fee for rooftop solar photovoltaic systems, \$123 for solar water heaters, and \$150 - \$200 for electric vehicle charging stations. Over the past three years, the City has issued an average of eight solar photovoltaic permits, two electric vehicle charger permits, and zero solar water heater permits per year. In an effort to encourage the installation and use of sustainable energy systems, staff proposes a Green Energy Incentive Program which would include the following components:

- Free permitting of rooftop solar systems, solar water heaters, and electric vehicle charging stations;
- Over-the-counter plan check reviews by appointment to expedite the permit process;
- Creation of promotional and educational materials including pamphlets, green energy cost savings estimates, and information on other available incentive and rebate programs.

The proposed Program would be available to any Capitola resident or business wishing to install rooftop solar systems, solar hot water heaters, and/or electric vehicle charging stations. Large-scale commercial solar operations would not be eligible for fee waivers.

If adopted, it is anticipated the Program could be expanded in conjunction with the City's efforts to adopt and implement a Climate Action Plan. The Climate Action Plan is expected to introduce additional incentives to promote increased energy efficiency and conversion to sustainable energy alternatives.

**FISCAL IMPACT:** Adoption of the Program would result in an approximate revenue loss of approximately \$1,500 - \$2,500 per year, depending on the number of permits issued in a given year; however, there are adequate funds in the budget to compensate for this minor loss in revenue.

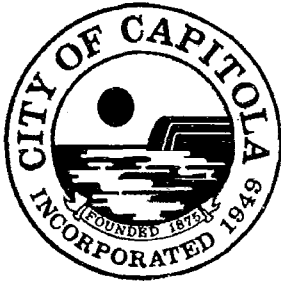
**ATTACHMENTS:** None

**Report Prepared By:** Brian Van Son  
Building Inspector

Reviewed and Forwarded  
By City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK





## CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 9, 2014

FROM: POLICE DEPARTMENT

SUBJECT: CONSIDER A CONTRACT WITH THE ANIMAL SERVICES AUTHORITY FOR SHELTER AND ADOPTION SERVICES

**RECOMMENDED ACTION:** (1) Authorize the City Manager to approve a contract for services with the Santa Cruz County Animal Services Authority through June 30, 2014; and (2) direct staff to draft a Resolution amending the Fiscal Year 2013-2014 Capitola Fee Schedule to incorporate the 2013-2014 Animal Services Authority fee schedule for the January 23, 2014, City Council meeting.

**BACKGROUND:** The City of Capitola has had its own Animal Control Officers for over 40 years. For the past 20 years, animal control duties have been assigned to the City's Community Service Officers. Although the Community Service Officers provide animal patrol and enforcement activities, the City has never had a facility to board animals. In the past, the City has utilized either the SPCA or the regional joint powers authority (JPA), Animal Services Authority (ASA), for these animal control services.

As a cost saving measure, the City withdrew from the JPA in 2007 and contracted with SPCA. Under the agreement with the SPCA, the City was responsible for transporting impounded or stray animals to a veterinarian for examination. When an animal cleared the examination, the officer would then transport the animal to the SPCA. The SPCA would then place the animal for adoption and was responsible for collecting or paying any fees associated with that adoption. The City was responsible for the cost of all veterinarian services associated with the animal.

**DISCUSSION:** On July 30, 2013, the Police Department received a 30-day notice from the Santa Cruz SPCA informing the City that effective September 1, 2013, the animal control contract with the City of Capitola would be terminated. The reason cited was that it was not economically feasible for their organization to continue services for the City. In meeting with the Police Department, the SPCA indicated they would need to charge an additional \$20,000 annually for SPCA to continue to provide animal services to the City.

There are only two entities in Santa Cruz County that provide boarding services for impounded or stray animals, the SPCA and ASA. After receiving the letter of termination from the SPCA, the Police Department reached out to the ASA for assistance. Since September 1, 2013, the ASA has been providing interim boarding and animal disposition services until a contractual agreement could be reached.

Under the proposed contract, Capitola will continue to provide its own animal patrol and enforcement program, but ASA will be responsible for veterinary services, animal boarding, and adoption. They are located at 2200 7<sup>th</sup> Avenue, Santa Cruz, California. On December 9, 2013, the ASA Board of Directors approved the attached contract of services with the City of Capitola. When animals are received at the ASA, they are put through an extensive evaluation process.

Any animal that is sick or injured is immediately cared for by the on-site medical staff. Animals are evaluated for temperament and fit as to whether adoption or foster care services are most appropriate for the animal. The facility is well kept and they have one of the largest volunteer groups that assist in the care and maintenance of their animals.

**Item #: 9.D. Staff Report.pdf**

**1-9-14 AGENDA REPORT: CONTRACT WITH THE ANIMAL SERVICES AUTHORITY FOR SHELTER AND ADOPTION SERVICES**

**FISCAL IMPACT:** The adopted Fiscal Year 2013-2014 Budget includes \$22,000 for animal control contract services; therefore the proposed contract does not require any increases in our current animal services budget.

**ATTACHMENTS:**

1. 30-Day SPCA Notice;
2. ASA Contract for Services;
3. ASA Provision of Services, Exhibit A; and
4. ASA 2013-14 Fee Schedule, Exhibit B

Report Prepared By: Rudy Escalante  
Chief of Police

Reviewed and Forwarded  
By City Manager 



July 30, 2013

Chief Rudy Escalante  
422 Capitola Ave.  
Capitola, CA 95010  
Via Facsimile and US Mail

Dear Chief Escalante,

The purpose of this letter is to provide a 30-day notice from the Santa Cruz SPCA that, effective September 1, 2013, we will be terminating our animal control contract with the City of Capitola Police Department.

At this time we feel that continuing this contract is, among other concerns, not economically feasible for our organization.

Please confirm receipt of this notice by either telephone or email. Thank you for your past partnership and for your prompt response to this notification.

Respectfully,



Lisa Carter  
Executive Director  
Santa Cruz SPCA  
(P) 831.465.5000  
(F) 831.479.8530  
Director@santacruzspca.org

THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT BETWEEN SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY  
AND THE CITY OF CAPITOLA FOR ANIMAL SHELTER SERVICES

This Agreement is entered into on December 9, 2013, between the SANTA CRUZ COUNTY ANIMAL SERVICES AUTHORITY, a joint powers authority organized and existing under the laws of the State of California by the County of Santa Cruz and the Cities of Santa Cruz, Scotts Valley and Watsonville, hereinafter referred to as "ASA" and the City of Capitola, hereinafter referred to as "CITY".

WITNESSETH

WHEREAS, it is beneficial for the ASA to provide consolidated animal shelter and animal control services on a county-wide basis; and

WHEREAS, the CITY has requested the ASA to provide certain animal shelter services; and

WHEREAS, the ASA is willing to provide such services provided that the CITY reimburses the ASA for all costs incurred in providing such services; and

WHEREAS, it is necessary and desirable that the parties enter into the Agreement as set forth below;

NOW, THEREFORE, IT IS HEREBY AGREED between the CITY and Animal Services as follows:

1. Term. This Agreement shall commence on September 1, 2013 and terminate on June 30, 2014.

2. Obligations of the Parties.

(a) The ASA will provide animal shelter services to the CITY as set forth in EXHIBIT A, attached hereto and incorporated herein by reference.

(b) In consideration for the services provided by the ASA, the CITY shall make payments as provided in Paragraph 3.

3. Payment. By mutual agreement of both parties, services as described within EXHIBIT A of this Agreement will be billed by the ASA at a flat rate of \$15,000 in three equal installments of \$5,000 in January 2014, March 2014 and June 2014 and will be payable by the CITY within thirty (30) days of receipt of invoice. If an animal needs veterinary treatment pursuant to California Penal Code Section 597.1(c), the CITY will pay for all costs incurred at the veterinary hospital. Any amounts remaining in the CITY's veterinary appropriation of \$7,000 will be paid to the ASA no later than July 2014. The CITY's total payments to the ASA will not exceed \$22,000.

Revenue shall accrue to the ASA from: fines and impound fees, spay and neuter fees, adoption fees, boarding fees, license fees and other fees taken in for operations, and shall offset the costs of operations. The CITY shall adopt the ASA Fee Schedule as the Schedule that prevails in the CITY's jurisdiction. The ASA's 2013-14 fees are listed within EXHIBIT B of this Agreement.

4. Notice. All notices, demands, requests, consents, approvals, waivers, or communications ("notices") that either party desires or is required to give to the other party or any other person shall be in writing and either personally served or sent by prepaid postage, first class mail. Notices shall be addressed as appears below for each party, provided that if either party gives notice of a change of name or address, notices to the giver of that notice shall thereafter be given as demanded in that notice.

Authority:                    General Manager  
                                      Santa Cruz County Animal Services Authority  
                                      2200 7<sup>th</sup> Avenue  
                                      Santa Cruz, CA 95062

City:                            Chief of Police  
                                      City of Capitola  
                                      422 Capitola Avenue  
                                      Capitola, CA 95010

5. Mutual Indemnification. It is agreed that the ASA shall defend, hold harmless, and indemnify the CITY, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement and which results from the negligent act or omissions of the ASA, its officers, and/or employees.

It is further agreed that the CITY shall defend, hold harmless, and indemnify the ASA, its officers and employees, from any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement and which results from the negligent act or omissions of the CITY, its officers, and/or employees.

In the event of concurrent negligence of the ASA, its officers and/or employees, and the CITY, its officers and/or employees, then the liability for any and all claims for injuries or damages to persons and/or property, which arises out of the terms and conditions of this Agreement, shall be apportioned according to the California theory of comparative negligence.

In the event of a dispute as to indemnification between the ASA and the CITY, the payment of monies or apportionment of fault, as specified herein, the parties agree to select an arbitrator. If the parties cannot agree on the selection of an arbitrator, they shall contact the Santa Cruz County Arbitration Administrator pursuant to Cal. Rules of Court 1617, and select an arbitrator from the randomly selected list of names provided, and shall be entitled to preemptory challenges as specified in Cal. Rules of Court 1605. The non-binding arbitration shall be conducted according to Cal. Rules of Court 1600 st. seq., which governs Judicial Arbitration Rules for Civil Cases.

The duty of the ASA and the CITY to indemnify and save harmless as set forth herein shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. Insurance.

(a) Each party shall furnish the other with certificates of insurance evidencing the required coverage. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the other party of any pending change in the limits of liability or of any cancellation or modification of the policy.

(b) Each party shall have in effect, during the entire life of this Agreement, Workers' Compensation an employer liability insurance providing full statutory coverage. Each party certifies that it is aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the code.

(c) Each party shall take out and maintain during the entire life of this Agreement such bodily injury liability and property damage liability insurance as shall protect it from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from the performance of services under the Agreement. Such insurance shall be combined single-limit bodily injury and property damage for each occurrence and shall include comprehensive liability of at least \$ 1,000,000.00.

(d) In the event of a breach of any provisions of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the non-breaching party at its option may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work or obligations pursuant to this Agreement.

7. Inspection of Records. All records, books, reports, and documentation maintained by the ASA related to performance under the Agreement shall be open for inspection by the CITY upon demand at reasonable times.

8. Merger Clause. This Agreement, including the attached EXHIBIT "A" sets forth the entire Agreement between the parties. No subsequent alteration or variations shall be valid unless made in writing and signed by the parties hereto.



IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year in the Agreement first above written.

Dated: 12-12-13

Melanie Sobel  
General Manager  
Santa Cruz County Animal Shelter

APPROVED AS TO FORM:

Marie Costa  
Attorney for the Animal Shelter

Dated: 12/3/13

\_\_\_\_\_  
Chief of Police  
City of Capitola

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT A  
PROVISION OF SERVICES

1. Animal shelter services - The CITY will collect and transport animals to the Animal Shelter located at 2200 7<sup>th</sup> Avenue, Santa Cruz, CA 95062 where the ASA will provide the following services:
  - Impounding and boarding of dogs, cats and other animals;
  - Veterinary care for impounded animals;
  - Euthanasia services;
  - Quarantine services;
  - Spay/neuter services for impounded animals;
  - Licensing and microchipping services; and
  - Adoption and transfer services.

THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B  
2013-14 FEES

Adoption Fees

Dogs	
Puppies 2-6 mo	\$195
Adults 7 mo-6 yrs	\$130
Sr. Adult 6 yrs+	\$60
Cats	
Kittens 2-6 mo	\$120
Adults 7 mo-6yrs	\$100
Sr. Adult 6 yrs+	\$55
Rabbits	\$50
Rodents	\$25
Small Caged Birds	\$25
Exotic Birds (i.e., parrots)	\$75
Small Livestock, Goats	\$75
Large Livestock, Cows	\$100
Horse	\$250
Chicken/Rooster	\$10

Adoption Hold Fee, until 5:00 p.m. next business day, not applicable to adoption, non-refundable

Cat	\$20
Dog	\$25

Adoption fee for rescue/non-profit agencies is equal to the cost of the spay/neuter for only adoptable animals.

Adoption fee for rescue/non-profit agencies for Rabbits is \$20.

Adoption fee for rescue/non-profit agencies includes a microchip.

Impound Fees

	Altered	*Unaltered
Cat		
First Impound	\$30	\$30 + Penalty \$35
Second Impound	\$50	\$50 + Penalty \$50
Third Impound	\$75	\$75 + Penalty \$100
Fourth/Subsequent	\$75	\$75 + Penalty \$100

Dog		
First Impound	\$75	\$75 + Penalty \$35
Second Impound	\$115	\$115 + Penalty \$50
Third Impound	\$195	\$195 + Penalty \$100
Fourth/Subsequent	\$225	\$225 + Penalty \$100

\*Unaltered animal penalty fee provided under California Food and Agriculture Code section 30804.7 and 31751.7

Livestock

Large: First Impound	\$200
Second/Subsequent	\$250
Small: First Impound	\$75
Second/Subsequent	\$125
A.C. Officer Services	\$75/hour (min. 2 hours after hours)

Board Fees - Daily

Cats	\$20
Dogs	\$25
Other	\$25

License Fees - Dogs

Altered - one year	\$29
Unaltered - one year	\$100 with Unaltered Animal Certificate
Late Penalty	\$15
Senior Citizen (65+) - one year, altered, one dog	\$20

Potentially dangerous/vicious dog - one year	\$200
Unaltered Animal Certificate - one time	\$250
Exemption from Unaltered Animal Certificate	\$15 plus license fee

License Fees - Cats

Unaltered Animal Certificate - one time	\$250
Late Penalty	\$15
Failure to license - if impounded	\$30
Feral Cat Colony Registration Fee	\$20

Quarantine Fees

Home Quarantine (Field Check)	\$75
Shelter Quarantine	\$50 plus board fees

Service Fees

Microchip	\$25
Dog/Cat Trap Rental	\$10
Dog Humane Trap Deposit	\$255
Cat Humane Trap Deposit	\$70
Pick-up Animal in a Trap	\$75
Pick-up of Owned Animal	\$75
Use of Livestock Trailer	\$100/\$150 (1 <sup>st</sup> /2 <sup>nd</sup> time)

Medical Fees

Medical groom	\$45
Medical nail trim	\$15
Medication dispensed	\$20
Vet procedure	\$25
Rabies	\$14
Medical bath	\$20
Wound prep	\$35

Owner Surrender of Animal

Dog	\$50
-----	------

**Item #: 9.D. Attach 4.pdf**

Cat	\$35
Rabbit	\$25
Exotic	\$55
(snake, lizard, bird, turtle)	\$15-\$35
Small Rodents	\$10-\$25
Large Livestock	\$100
Small Livestock	\$75
Large Exotic	\$55
 <u>Protective Custody Fee</u>	
Owner Arrest	\$75/hour (min. 2 hours after hours)
Confiscate/Humane	\$75/hour (min. 2 hours after hours)
Emergency Hospital	\$25
 Owner Requested Euthanasia	 \$50 plus disposal
 Disposal of dead animals	 \$30, up to 19 lbs \$40, 20-69 lbs \$55, 70-99 lbs \$70, 100 lbs and up
 Refund Processing Fee	 \$25
 Animal Control Officer Services	 \$75/hour
 Field Return of Owned Animal	 \$75 unaltered penalty fee if applicable
 <u>Spay/Neuter Fees for Impounded Animals</u>	
Cats	
Neuter	\$55
Spay	\$80
Dogs	
Neuter 30 lbs/under	\$100
Neuter 50 lbs/under	\$110



Neuter 75 lbs/under	\$120
Neuter 99 lbs/under	\$130
Neuter +100 lbs	\$150
Spay 30 lbs/under	\$100
Spay 50 lbs/under	\$120
Spay 75 lbs/under	\$130
Spay 99 lbs/under	\$160
Spay +100 lbs	\$190

Planned Pethood Spay/Neuter Fees

Dog	\$100
Cat	\$50
Rabbit	\$75
“Fix-a-Pit” Program	\$50
Animals over 100 lbs, in heat, pregnant or cryptochid add	\$20

Fees for Additional Required Services

Microchip	\$25
License	\$29
Rabies	\$10
Late drop-off fee	\$20
Blood panel	\$55

ONE STOP Fees with Purchase of License

Rabies	\$10
Microchip	\$25
Nuisance Abatement Appeals Fee (County)	\$75
Non-Sufficient Funds Check Fee	\$40
Puppy Training Deposits	\$100-\$200
Training Room Rental Fees	\$22

FINES FOR VIOLATIONS OF ANIMAL ORDINANCE – ADMINISTRATIVE CITATION PROGRAM

Failure to License\*

First offense in one year	\$100
Second offense in one year	\$200
Third offense in one year	\$500

Failure to provide rabies vaccination\*\*

First offense in one year	\$100
Second offense in one year	\$200
Third offense in one year	\$500

Failure to display license (each dog) \$50

Failure to spay or neuter dog or cat over 6 months, unless owner holds unaltered animal certificate\*\*\*

First offense in one year	\$100
Second offense in one year	\$200
Third offense in one year	\$500

Dog running at large, first offense \$100

Dog running at large, second offense \$200

Dog running at large, third offense \$250

Dog off leash, first offense \$50

Dog off leash, second offense \$100

Dog off leash, third offense \$150

Failure of owner to pick up after dog or cat defecating \$100

Habitual noisy animals (6.12.090) \$100

Permitting livestock to trespass, per offense \$200

All recommended penalties not subject to cure will be reduced by 50% if they are paid in full by 5:00 p.m. of the first business day following issuance.

\* Citations for failure to license will be dismissed if cured within 7 calendar days, including day of issuance.

\*\* Citations for failure to provide rabies vaccination will be dismissed if cured within 7 calendar days, including day of issuance.

\*\*\* Citations for failure to spay or neuter dog or cat over 6 months, unless owner holds unaltered animal certificate will be dismissed if ASA receives evidence that animal was spayed or neutered within 30 calendar days, including day of issuance.

THIS PAGE INTENTIONALLY LEFT BLANK



# CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 9, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: INTRODUCTION OF AN ORDINANCE AMENDING CHAPTERS 2.08 AND 2.16 OF THE CAPITOLA MUNICIPAL CODE REGARDING THE CITY MANAGER AND THE PLANNING DEPARTMENT [1<sup>ST</sup> READING]

**RECOMMENDED ACTION:** Approve the first reading of an Ordinance amending Chapters 2.08 and 2.16 of the Capitola Municipal Code (CMC) regarding the City Manager and the Planning Department.

**BACKGROUND:** Staff has incrementally been reviewing Title 2, Administration and Personnel of the Capitola Municipal Code to identify Chapters which need to be updated. The updated language is primarily to reflect changes in state or federal law, council policy or conflicting language from other sections of the CMC which were never "cleaned up".

**DISCUSSION:** There are two Chapters of the CMC which staff is proposing to update at this time. The first is Chapter 2.08 which describes the office of the City Manager. This chapter establishes the position of city manager and proceeds define to the powers and duties of the office. There are several proposed changes as outlined below:

## CHAPTER 2.08 CITY MANAGER

CODE SECTION	CURRENT CODE LANGUAGE (summary)	REVISED LANGUAGE (summary)
2.08.020 Residence	City Manager is required to become a resident of the city, unless the city council approves his or her residence outside the city.	Removed. California Constitution Article XI, Section 10(b) prohibits cities from requiring its employees to live within city limits.
2.08.060 Compensation	1) City council approves City Manger expenses incurred while performing official duties. 2) Upon termination or removal the city manager will receive a severance equal to two months pay.	1) Admin. Policy III-2 Authorizes the City Manager 2)Removed: Terms are outlined in city managers employment agreement and vary with each agreement.
2.08.065 Exemption from civil service	New Section	City Manager is exempt from civil service or personnel system. The position is "at-will".
2.08.100 Power of appointment and removal	City Manager does <u>not</u> have authority to appoint/remove the city clerk.	Removed city clerk from the list of exempt positions/officers from which the city manager has authority.
2.08.150 Budget	City Manager will submit proposed annual salary plan for city council approval	Removed the referenced language. Salaries are approved via MOU's and Employment Contracts.
2.08.160 Purchasing agent	City Manager's purchasing authority may not exceed four hundred dollars.	Updated to reflect Purchasing Policy III-4.
2.08.220 Departmental Cooperation	City Clerk listed separately to work in cooperation with the City Manager	Removed the city clerk from this section.

**Item #: 9.E. Staff Report.pdf**

AGENDA STAFF REPORT JANUARY 9, 2014

ORDINANCE REGARDING THE CITY MANAGER & PLANNING DEPARTMENT

The second Chapter staff is recommending for an update, is Chapter 2.16, Planning Department. Similar to the Chapter 2.08 above, this Chapter creates the Planning Department and outlines the appointment and powers and duties of the community development director. The primary change is to reflect the current practice of the city manager appointing the community development director as opposed to the city council. The compensation section was removed because the terms are delineated in the employment agreement which is approved by the city council.

**CHAPTER 2.16 PLANNING DEPARTMENT**

<b>CODE SECTION</b>	<b>CURRENT CODE LANGUAGE (summary)</b>	<b>REVISED LANGUAGE (summary)</b>
<b>2.16.030 Director – Appointment and qualifications</b>	The community development director shall be appointed by the city council.	The community development director shall be appointed by the city manager.
<b>2.16.050 Director-Compensation</b>	The city council shall from time to time determine directors' compensation.	Removed: Terms are outlined in the community development director's employment agreement.

**FISCAL IMPACT:** No fiscal impact.

**ATTACHMENT:**

1. Chapter 2.08 Draft Ordinance Amendment
2. Chapter 2.16 Draft Ordinance Amendment

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

**Reviewed and Forwarded  
by City Manager:** 

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
AMENDING CHAPTER 2.08 OF THE CAPITOLA MUNICIPAL CODE  
CITY MANAGER**

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS FOLLOWS:

Section 1. Chapter 2.08 is hereby amended to read as follows:

**“CHAPTER 2.08”  
CITY MANAGER**

Sections:

- 2.08.010 Office created.
- ~~2.08.020 Residence-Removed~~
- 2.08.030 Council member eligibility.
- 2.08.040 Bond.
- 2.08.050 Acting city manager.
- 2.08.060 Compensation.
- ~~2.08.065 Exemption from civil service~~
- 2.08.070 Powers and duties.
- 2.08.080 Law enforcement.
- 2.08.090 Authority over employees.
- 2.08.100 Power of appointment and removal.
- 2.08.110 Administrative reorganization of officers.
- 2.08.120 Ordinances.
- 2.08.130 Attendance at council meetings.
- 2.08.140 Financial reports.
- 2.08.150 Budget.
- 2.08.160 Purchasing agent.
- 2.08.170 Investigations and complaints.
- 2.08.180 Public buildings.
- 2.08.190 Hours of employment.
- 2.08.200 Additional duties.
- 2.08.210 Internal relations with council.
- 2.08.220 Departmental cooperation.
- 2.08.230 Attendance at commission meetings.
- 2.08.240 At-will employment.

**2.08.010 Office created.**

The office of the city manager of the city is created and established. The city manager shall be appointed by the city council wholly on the basis of his or her administrative and executive ability and qualifications and shall hold office for and during the pleasure of the city council. (Ord. 308 § 1, 1968)

~~**2.08.020 Residence.**~~

~~Residence in the city at the time of appointment of a city manager shall not be required as a condition of the appointment, but within one hundred eighty days thereafter the city manager must become a resident of the city, unless the city council approves his or her residence outside the city. (Ord. 308 § 2, 1968)~~

**2.08.030 Council member eligibility.**

No member of the city council shall be eligible for appointment as city manager until one year has elapsed after such council member as ceased to be a member of the city council. (Ord. 308 § 3, 1968)

**2.08.040 Bond.**

The city manager shall furnish a corporate surety bond to be approved by the city council in such sum as may be determined by the city council and shall be conditioned upon the faithful performance of the duties imposed upon the city manager as prescribed in this chapter. Any premium for such bond shall be a proper charge against the city. (Ord. 308 § 4, 1968)

**2.08.050 Acting city manager.**

The assistant city manager shall serve as manager pro tempore during any temporary absence or disability of the city manager. In the event there is no assistant city manager, the city manager, by a letter filed with the city clerk, shall designate a qualified city administrative officer to exercise the powers and perform the duties of manager during his or her temporary absence or disability. In the event the city manager's absence or disability extends over a six-month period, the city council may, after the six-month period, appoint an acting city manager. (Ord. 308 § 5, 1968)

**2.08.060 Compensation.**

The city manager shall receive such compensation and expense allowances as the city council from time to time determines, and said compensation and expenses shall be a proper charge against such funds of the city as the city council designates.

In addition, the city manager shall be reimbursed for all actual and necessary expenses incurred by him or her in the performance of his or her official duties, including those incurred when traveling on business pertaining to the city; reimbursement shall only be made, however, when an itemized claim, setting forth the sums expended for such business for which reimbursement is requested, has been presented to and approved by the city council ~~mayor~~.

~~On termination of employment of the city manager by reason of involuntary removal from service other than for willful misconduct in office, the city manager shall receive cash severance pay in a lump sum, equal to two months pay, such pay to be computed at the highest salary received by the city manager during his or her service with the city. Involuntary removal from service includes reduction in pay not applicable to all employees of the city. (Ord. 308 § 6, 1968)~~

**2.08.065 Exemption from civil service:**

The City Manager is excluded from civil service or personnel system of the City, and the City Manager shall not be entitled to the benefits, advantages or protection of the civil service or personnel system and shall not be subject to the procedures outlined or prevailing to such system.



**2.08.070 Powers and duties.**

The city manager shall be the administrative head of the government of the city under the direction and control of the city council except as otherwise provided in this chapter. The city manager shall be responsible for the efficient administration of all the affairs of the city which are under his or her control. In addition to these general powers and administrative head, and not as a limitation thereon, it shall be his or her duty and he or she shall have the powers set forth in Sections 2.08.080 through 2.08.200. (Ord. 308 § 7, 1968)

**2.08.080 Law enforcement.**

It shall be the duty of the city manager to enforce all laws and ordinances of the city and to see that all franchises, contracts, permits and privileges granted by the city council are faithfully observed. (Ord. 308 § 7.1, 1968)

**2.08.090 Authority over employees.**

It shall be the duty of the city manager and he or she shall have the authority to control, order and give directions to all heads of departments and to subordinate officers and employees of the city under his or her jurisdiction through their department heads. (Ord. 308 § 7.2, 1968)

**2.08.100 Power of appointment and removal.**

It shall be the duty of the city manager to, and he or she shall, appoint, remove, promote and demote any and all officers and employees of the city except the city clerk, city attorney, and city treasurer, subject to all applicable personnel ordinances, rules and regulations. (Ord. 308 § 7.3, 1968)

**2.08.110 Administrative reorganization of officers.**

It shall be the duty and responsibility of the city manager to conduct studies and effect such administrative reorganization of offices, positions or units under his or her direction as may be indicated in the interest of efficient, effective and economical conduct of the city's business. (Ord. 308 § 7.4, 1968)

**2.08.120 Ordinances.**

It shall be the duty of the city manager and he or she shall recommend to the city council for adoption such measures and ordinances as he or she deems necessary. (Ord. 308 § 7.5, 1968)

**2.08.130 Attendance at council meetings.**

It shall be the duty of the city manager to attend all meetings of the city council unless excused therefrom by the mayor individually or city council as a whole, except when his or her removal is under consideration. (Ord. 308 § 7.6, 1968)

**2.08.140 Financial reports.**

It shall be the duty of the city manager to keep the city council at all times fully advised as to the financial condition and needs of the city. (Ord. 308 § 7.7, 1968)

## Item #: 9.E. Attach 1.pdf

### **2.08.150 Budget.**

It shall be the duty of the city manager to prepare and submit the proposed annual budget and the proposed annual salary plan to the city council for its approval. (Ord. 308 § 7.8, 1968)

### **2.08.160 Purchasing agent.**

It shall be the duty of the city manager and he or she shall be responsible for the purchase of all supplies and services for all the departments or divisions of the city in accordance with the City purchasing policy. The city manager shall make no purchase exceeding four hundred twenty five thousand dollars without prior city council approval. No expenditures shall be submitted or recommended to the city council except on report and approval of the city manager. (Ord. 308 § 7.9, 1968)

### **2.08.170 Investigations and complaints.**

It shall be the duty of the city manager to make investigations into the affairs of the city and any department or division thereof, and any contract or the proper performance of any obligations of the city. Further, it shall be the duty of the city manager to investigate all complaints in relation to matters concerning the administration of the city government in regard to the service maintained by public utilities in the city. (Ord. 308 § 7.10, 1968)

### **2.08.180 Public buildings.**

It shall be the duty of the city manager and he or she shall exercise general supervision over all public buildings, public parks and all other public property which are under the control and jurisdiction of the city council. (Ord. 308 § 7.11, 1968)

### **2.08.190 Hours of employment.**

It shall be the duty of the city manager to devote his or her entire time to the duties of his or her office and in furthering the interests of the city. (Ord. 308 § 7.12, 1968)

### **2.08.200 Additional duties.**

It shall be the duty of the city manager to perform such other duties and exercise such other powers as may be delegated to him or her from time to time by ordinance or resolution or other official action of the city council. (Ord. 308 § 7.13, 1968)

### **2.08.210 Internal relations with council.**

The city council and its members shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and neither the city council nor any member thereof shall give orders to any subordinates of the city manager. The city manager shall take his or her orders and instructions from the city council only when sitting in a duly convened meeting of the city council and no individual councilmember shall give any orders or instructions to the city manager. (Ord. 308 § 8, 1968)

### **2.08.220 Departmental cooperation.**

It shall be the duty of all subordinate officers and the city clerk, city treasurer and city attorney to assist the city manager in administering the affairs of the city efficiently, economically and harmoniously. (Ord. 308 § 8.1, 1968)

**2.08.230 Attendance at commission meetings.**

The city manager may attend any and all meetings of the planning commission, recreation and park commission, and any other commissions, boards or committees created by the city council, upon his or her own volition or upon direction of the city council. At such meetings which the city manager attends, he or she shall be heard by such commissions, boards or committees as to all matters upon which he or she wishes to address the members thereof, and he or she shall inform said members as to the status of any matter being considered by the city council, and he or she shall cooperate to the fullest extent with the members of all commissions, boards or committees appointed by the city council. (Ord. 308 § 8.2, 1968)

**2.08.240 At-will employment.**

The city manager shall be an at-will employee, who may be removed from office, or his or her authority temporarily suspended, at the sole discretion of the majority vote of the whole city council, subject to any such restrictions as are specifically set forth in the city manager's contract of employment. (Ord. 818 § 1, 2000; Ord. 308 § 9, 1968)

Section 2 This ordinance shall take effect and be in full force on \_\_\_\_\_, 2014.

This ordinance was introduced on the 9<sup>th</sup> day of January, 2014, and was passed and adopted by the City Council of the City of Capitola on the \_\_\_ day of \_\_\_, 2014, by the following vote:

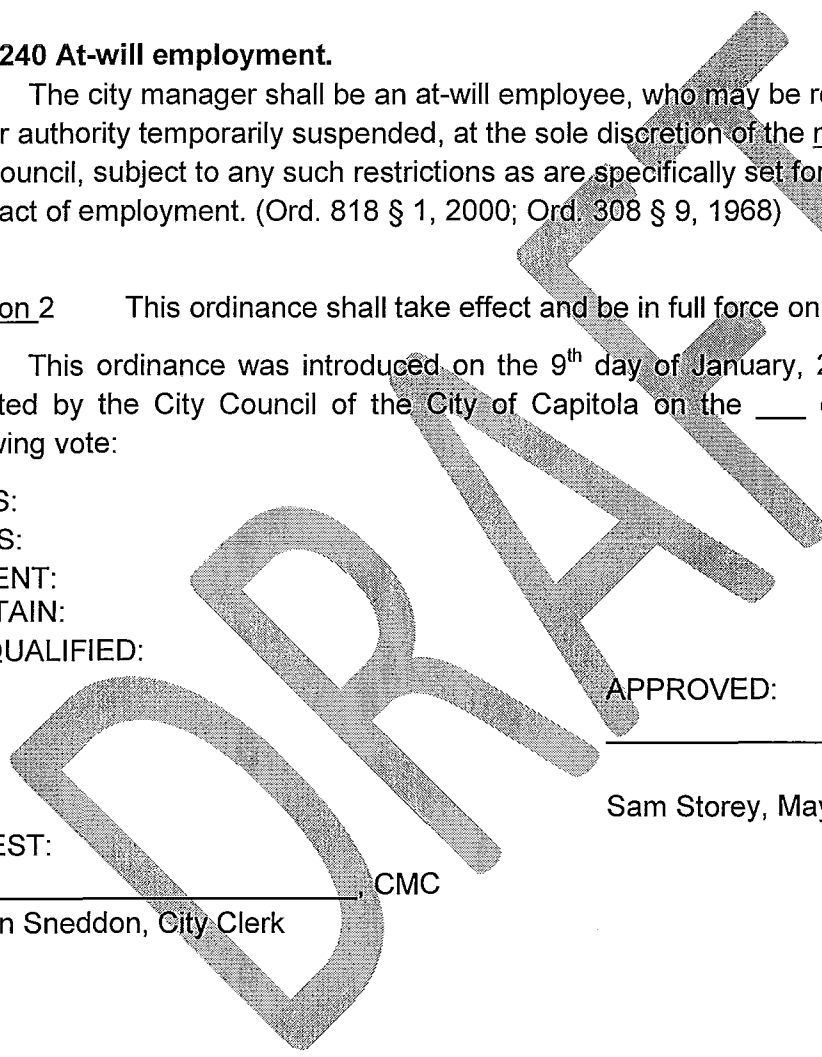
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:
- DISQUALIFIED:

APPROVED:

\_\_\_\_\_  
Sam Storey, Mayor

ATTEST:

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



THIS PAGE INTENTIONALLY LEFT BLANK

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
AMENDING CHAPTER 2.16 OF THE CAPITOLA MUNICIPAL CODE  
PLANNING DEPARTMENT**

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS  
FOLLOWS:

Section 1. Chapter 2.16 is hereby amended to read as follows:

**“CHAPTER 2.16”  
PLANNING DEPARTMENT**

Sections:

- 2.16.010 Created.
- 2.16.020 Employees.
- 2.16.030 Director – Appointment and qualifications.
- 2.16.040 Director – Powers and duties.
- 2.16.050 Director – Compensation.

**2.16.010 Created.**

The department of planning is created and established in accordance with Section 65200 et seq., of the Government Code of the state of California. (Ord. 331 § 1, 1970)

**2.16.020 Employees.**

The number of employees to carry out the functions of the planning department shall be designated by the city manager and the community development director with the approval of the city council. (Ord. 331 § 2, 1970)

**2.16.030 Director – Appointment and qualifications.**

The community development director shall be appointed by the ~~city council~~ city manager and hold office at the pleasure of the city council. He or she shall be qualified pursuant to Section 65201 of the Government Code of the state of California and shall have the ability to manage and direct the planning department, and possess knowledge of the principles of state laws and city ordinances relating to zoning and planning, together with a working knowledge of engineers' drawings, mapping and topography, and have the ability to collect, analyze and interpret data pertaining to planning and zoning activities. (Ord. 331 § 3, 1970)

**2.16.040 Director – Powers and duties.**

The community development director shall plan and supervise the technical work and administrative detail of the planning commission; serve as secretary to the planning commission and carry out their directives; develop and promote long range planning programs; prepare zoning and other regulatory ordinances in preliminary form; supervise the work of the staff of the planning department; supervise and participate in the administration of zoning ordinances; make land use studies and reports; consult with citizens and officials on planning problems; advise the city council on planning problems; maintain cooperative liaison with other agencies in the planning field, including state and local agencies; answer inquiries from the public concerning zoning regulations. (Ord. 331 § 4, 1970)

**~~2.16.050 Director – Compensation.~~**

**Item #: 9.E. Attach 2.pdf**

~~\_\_\_\_\_ The community development director shall receive such compensation and expense allowances as the council shall from time to time determine, and said compensation and expenses shall be a proper charge against such funds of the city as the council designates. (Ord. 331 § 5, 1970)~~

Section 2 This ordinance shall take effect and be in full force on \_\_\_\_\_, 2014.

This ordinance was introduced on the 9<sup>th</sup> day of January, 2014, and was passed and adopted by the City Council of the City of Capitola on the \_\_\_ day of \_\_\_, 2014, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:  
DISQUALIFIED:

APPROVED: \_\_\_\_\_

Sam Storey, Mayor

ATTEST:

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

DRAFT