

City of Capitola Agenda

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



REVISED

CAPITOLA CITY COUNCIL REGULAR MEETING

THURSDAY, OCTOBER 24, 2013

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

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

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

CONFERENCE WITH LABOR NEGOTIATOR (Govt. Code §54957.6)

Negotiator: Lisa Murphy, Administrative Services Director
Employee Organizations: Capitola Police Captains

PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code § 54957)

City Council's Performance Evaluation of the City Manager.

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]
2. Rae Ellen Leonard vs. the City of Capitola et al.
[United States District, Case No. C13-3714]

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

2. PRESENTATIONS

A. Proclamation declaring October 20 – 26, 2013, as “Freedom from Workplace Bullies Week.”

B. Wi-Fi presentation by Citizens Against Wireless Radiation.

3. REPORT ON CLOSED SESSION

4. ADDITIONAL MATERIALS

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

A. 2.A.
DETAILS:
Email from Johanson.

B. 9.B.
DETAILS:
Correction.

C. 9.D.
DETAILS:
Email from Sullivan.

5. ADDITIONS AND DELETIONS TO AGENDA

6. PUBLIC COMMENTS

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

7. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

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

8. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS

CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, October 24, 2013

9. CONSENT CALENDAR

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

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

- A. Consider approving the City Council Minutes of the October 10, 2013, Regular City Council Meeting.
RECOMMENDED ACTION:
Approve Minutes.
- B. Approval of City Check Register Reports dated September 20, 2013; September 27, 2013; October 4, 2013; and October 11, 2013.
RECOMMENDED ACTION:
Approve the City Check Register Reports.
- C. Consider an Ordinance amending Chapter 13.02 of the Capitola Municipal Code pertaining to Water Conservation Plumbing Fixture Retrofit Requirements [2nd Reading].
RECOMMENDED ACTION:
Adopt Ordinance.
- D. Consider a Resolution repealing Resolution No. 3424 and re-establishing the City's Commission on the Environment (COE).
RECOMMENDED ACTION:
Adopt Resolution.
- E. Consider awarding a contract with Bear Electrical Solutions in an amount not to exceed \$25,000 per year for traffic signal maintenance.
RECOMMENDED ACTION:
Award contract.
- F. Receive Annual Donations and Contributions Report.
RECOMMENDED ACTION:
Receive report.
- G. Consider approving the Memorandum of Understanding (MOU) with the Police Captains with the negotiated changes in benefits for July 1, 2013, through June 30, 2018.
RECOMMENDED ACTION:
Approve MOU.

CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, October 24, 2013

10. GENERAL GOVERNMENT / PUBLIC HEARINGS

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

- A. Consider an Ordinance amending Section 10.36.055(b) of the Capitola Municipal Code pertaining to parking meter rates accepting the Coastal Commission's modifications [1st Reading].
RECOMMENDED ACTION:
To be continued to the November 14, 2013, City Council Meeting.
- B. Consider the approval a contract with JFS, Inc., DBA Capitola Boat and Bait for the Wharf Lease and Mooring Concession Agreement.
RECOMMENDED ACTION:
Approve contract.
- C. Consider an Ordinance repealing Sections 17.57.020(B)(4), 17.57.060(F), and 17.57.040(D) pertaining to the Use of Sidewalk Signs in the Central Village Zoning District of the Capitola Municipal Code. [1st Reading]; and provide direction on code enforcement protocols within the Central Village.
RECOMMENDED ACTION:
Introduce Ordinance and adopt Administrative Policy.
- D. Consider a Resolution approving the submission of an application to the Santa Cruz County Regional Transportation Commission for funding under the State Transportation Improvement Program, Regional Surface Transportation Program, and the Monterey Bay Sanctuary Scenic Trail Network.
RECOMMENDED ACTION:
Adopt Resolution.

11. ADJOURNMENT

Adjourn 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.

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. Agendas are also available at the Capitola Post Office located at 826 Bay Avenue, Capitola.

CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, October 24, 2013

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.

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 by clicking on the Home Page link "**View Capitola Meeting Live On-Line.**" Archived meetings can be viewed from the website at anytime.

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City of Capitola Mayor's Proclamation

Declaring October 20 – 26, 2013
“Freedom from Workplace Bullies Week”

WHEREAS, the City of Capitola has an interest in promoting the social and economic well-being of its employees and citizens; and

WHEREAS, that well-being depends upon the existence of healthy and productive employees working in safe and abuse-free environments; and

WHEREAS, research has documented the stress-related health consequences for individuals caused by exposure to abusive work environments; and

WHEREAS, abusive work environments are costly to employers with consequences including reduced productivity, absenteeism, turnover, employee dissatisfaction, and injuries; and

WHEREAS, protection from abusive work environments should apply to every worker, and not limited to legally protected class status based only on race, color, gender, national origin, age, or disability;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Capitola recognizes October 20 - 26, 2013 as “Freedom From Workplace Bullies Week” and encourage citizens to mark this week with special activities and programs to break through the shame and silence enshrouding adult bullying at work.



Stephanie Harlan

Stephanie Harlan, Mayor

Signed and sealed this 24th day of October 2013

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Sneddon, Su

From: bonnie johanson [talkwithbonnie@yahoo.com]
Sent: Wednesday, October 23, 2013 11:45 PM
To: City Council; Harlan, Stephanie
Cc: knevis@cruzio.com
Subject: smart meters

Dear Capitola City Council members,

I will unfortunately be unable to attend the meeting on Thursday to address you in person after the presentation by Citizens Against Wireless Radiation. I would like to share my concerns and my personal experience with the dangers of smart meters.

I reside at the Capitola Shores Condominium Complex on Diamond St. After the banks of smart meters were installed on my building and the surrounding buildings, I began to feel a strange burning sensation in my head and starting hearing a strange, loud pitched, staccato sound in my ears. I had never before had ringing in my ears. At first, the ringing would disappear when I left my home and then would reappear when I came home. The ringing gradually became worse until it was non-stop 24 hours a day, even when I was away from home. The disturbance was so bad in my bedroom that I was unable to sleep and had to move out and sleep in another area of my home that was farther away from the meters. I would have been forced to move out had I not had my home professionally shielded against the radiation, which was quite costly. The shielding helped to reduce the volume of the ringing but it did not stop it. I still have the ringing in my ears 24/7 and have spent a lot of money trying to heal the condition holistically. It has been almost 2 years. There is no medical cure and I face the prospect of living with this condition for the rest of my life.

Recently, I was diagnosed with early stage cancer and had 2 surgeries and am now cancer free. I believe that the sleeplessness, the stress, and the damage caused by the smart meter radiation compromised my immune system and contributed to the manifestation of this cancer. It worries me that I and everyone else in the community are still being exposed to this dangerous radiation.

While I personally opted out of a smart meter, I continue to be impacted by my neighbors' meters as they are located in the enclosure where our trash cans are kept. Every time I empty trash I must pass within inches of a row of smart meters, a distance that even the FCC states is dangerous. It is also a violation of the FCC safety standards to have more than one meter per building, though they now claim there is no danger.

If it is of any concern whatsoever that Capitola residents be protected from current and future health risks, it is critical that we as a community work to have this public health risk removed. We must find a means of dismantling the smart meter program. The City of Palo Alto has no smart meters because they hire another source for their energy needs. I would like to propose that when our contract with PG&E is due to expire, we ask that they either honor the moratorium that was issued by the City of Capitola, or we will not renew our contract with them and will instead utilize another source.

Thank-you for taking the time to read my concerns. Please feel free to contact me if you have questions or would like to discuss the issue further.

Bonnie Johanson
4365 Diamond St #3

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**CITY COUNCIL
AGENDA REPORT
REVISED**

**MEETING OF SEPTEMBER 24, 2013
MEETING OF OCTOBER 24, 2013**

FROM: FINANCE DEPARTMENT
SUBJECT: CITY CHECK REGISTER REPORT

RECOMMENDED ACTION: Approve the attached Check Register Reports for Sep 20, Sep 27, Oct 4, and Oct 11

DISCUSSION: Check Registers are attached for:

Date	Starting Check #	Ending Check #	Total Checks/EFT	Amount
9/20/13	74202	74252	51	\$68,114.85
9/27/13	74253	74319	67	\$196,567.58
10/4/13	74320	74390	71	\$60,519.93
10/11/13	74391	74445	56	\$159,352.86

The check register of Sep 13, 2013 ended with check #74201


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
77231	PG&E	PW	Aug 2013 Gas & Electric	\$14,502.34
74255	Atchison, Barisone, et al	CM	Aug 2013 Legal Services	\$16,384.99
74302	SC Regional 911	PD	Q1 FY13/14 Opns & SCRMS	\$115,940.50
74391	American Traffic Solutions	PD	FY12/13 Red Light Citations	\$39,815.42
74405	Design, Community & Envir.	CDD	Jul 2013 Gen Plan Services	\$22,044.71
351435	CalPERS Health Ins	CM	Employee Health Ins	\$55,134.48

ATTACHMENTS:

1. Check Register for Sep 20, 2013
2. Check Register for Sep 27, 2013
3. Check Register for Oct 4, 2013
4. Check Register for Oct 11, 2013

Report Prepared By: Linda Benko
AP Clerk

Reviewed and Forwarded
by City Manager: 

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Sneddon, Su

From: sully@cruzio.com
Sent: Wednesday, October 23, 2013 10:12 PM
To: City Council
Subject: Kristin- COE on Calendar 10/24

Hello Mayor and City Council Members,

I will not be able to be present for tomorrow night's meeting where the COE restructuring and reconvening is on the consent calendar. If you have any questions or concerns about the COE restructuring, please let me know.

I have reviewed the documents and have spoken with Jamie and Rich.

Everything looks great as far as I am concerned. I am excited about the COE reconvening and appreciate all of your support.

Our youth and future generations will be grateful for your leadership!

Thank you for all of your great work.

Kindly,

Kristin

Kristin Jensen Sullivan
COE Chair

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CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: OFFICE OF THE CITY CLERK

SUBJECT: APPROVAL OF THE CITY COUNCIL MEETING MINUTES OF THE
OCTOBER 10, 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. October 10, 2013, Regular City Council Meeting minutes

Report Prepared By: Susan Sneddon, CMC
City Clerk

Reviewed and Forwarded
By City Manager: 

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**CAPITOLA CITY COUNCIL
REGULAR MEETING ACTION SUMMARY
THURSDAY, OCTOBER 10, 2013**

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

CALL TO ORDER

Mayor Harlan called the meeting to order at 6:30 PM and announced the item to be discussed in Closed Session, as follows:

CONFERENCE WITH LABOR NEGOTIATOR (Govt. Code §54957.6)

Negotiator: Lisa Murphy, Administrative Services Director
Employee Organizations: Capitola Police Captains

The City Council recessed at 6:35 PM to the City Manager’s Office.

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

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

2. REPORT ON CLOSED SESSION [520-25]

Assistant City Attorney Paterno stated that the Council received a status report from Administration Services Director Murphy, City’s labor negotiator, regarding labor negotiations with the Capitola Police Captains; there was no reportable action.

3. ADDITIONAL MATERIALS (None provided)

4. ADDITIONS AND DELETIONS TO AGENDA (None provided)

5. PUBLIC COMMENTS

Marilyn Garrett, local resident, stated she opposes wireless radiation.

Melody Sarina, Mermaid Triathlon organizer, thanked the City for hosting the recent Mermaid Triathlon.

Peter Pethoe, Santa Cruz Hostel, commented on the proposed Santa Cruz Desalination Project.

Sandy Erickson, 117 Cabrillo Street, stated concerns regarding a traffic hazard on Park Avenue.

6. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

Council Member Norton (City’s representative on the Santa Cruz County Regional Transportation Commission) provided an update regarding the auxiliary lane projects at Morrissey Blvd and Soquel Avenue.

Mayor Harlan stated that she attended the Grey Bears Annual Harvest Picnic on September 24th; and the Century 21 M&M and Associates Open House and Ribbon Cutting on September 26th.

CAPITOLA CITY COUNCIL ACTION SUMMARY – Thursday, October 10, 2013

Public Works Director Jesberg provided an update on the Lower Pacific Cove Parking Lot Project.

7. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS (None provided)

8. CONSENT CALENDAR

Council Member Norton requested that **Item 8.D.** regarding the Administrative Policy to implement the In-Lieu Parking Fee Program be pulled from the Consent Calendar for discussion.

- A. Consider approving the City Council Minutes of the September 26, 2013, Regular City Council Meeting.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of October 3, 2013. [740-50]
- C. Receive the Fourth Quarter Preliminary Budget Reports and Third Quarter Sales Tax Report. [330-70]
- D. Consider an Administrative Policy to implement the In-Lieu Parking Fee Program. [100-10/390-50]
- E. Consider accepting a Homeland Security Grant in the amount of \$6,928 and amending the Fiscal Year 2013/2014 General Fund Operating Budget by increasing both revenues and expenditures by \$6,928. [330-10]

ACTION **Motion made by Council Member Storey, seconded by Council Member Termini, to approve the following Consent Calendar items: Items 8.A.; 8.B.; 8.C., and 8.E. The motion was passed unanimously.**

The following **Item 8.D.** was pulled from the Consent Calendar.

- D. Consider an Administrative Policy to implement the In-Lieu Parking Fee Program. [100-10/390-50]

Nels Westman, 507 Riverview Drive, urged the City Council to approve the Administrative Policy.

Adam Samuels, El Salto Drive, provided comments regarding additional parking options for the Monarch Cove Inn.

Motion made by Council Member Norton, and seconded by Council Member Termini, to approve the proposed In-lieu Parking Fee Program Administrative Policy with the modification of not limiting participation to the Central Village Zoning District only. The motion failed with the following vote: AYES: Council Members Termini and Norton. NOES: Council Members Bottorff, Storey, and Mayor Harlan. ABSENT: None. ABSTAIN: None.

ACTION **Motion made by Council Member Storey, seconded by Mayor Harlan, to approve the Administrative Policy to implement the In-Lieu Parking Fee Program. The motion was passed unanimously.**

CAPITOLA CITY COUNCIL ACTION SUMMARY – Thursday, October 10, 2013

9. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Report from Teresa Landers, Director of Libraries, regarding the Santa Cruz Public Libraries Facilities Master Plan. [230-10]

Teresa Landers, Director of Libraries, provided the presentation regarding the Santa Cruz Public Libraries Facilities Master Plan.

Marilyn Garrett, local resident, stated she opposes wireless radiation in public libraries.

Nels Westman, 507 Riverview Drive, commented about the location of the Capitola Library.

Sandy Erickson, 117 Cabrillo Street, stated that additional taxes to raise funds for the County’s public libraries may create opposition.

- B. Consider an Ordinance amending Chapter 13.02 of the Capitola Municipal Code pertaining to Water Conservation Plumbing Fixture Retrofit Requirements [1st Reading]. [570-10/1160-10]

Peter Pethoe, Santa Cruz Hostel, commented about the new plumbing fixture requirements.

ACTION Motion made by Council Member Termini, seconded by Council Member Norton, to approve the first reading of the Ordinance amending Chapter 13.02 of the Capitola Municipal Code pertaining to Water Conservation Plumbing Fixture Retrofit Requirements. The motion was passed unanimously.

- C. Consider a Resolution of the City of Capitola accepting the transfer of the Rispin Property to the City of Capitola and terminating a Purchase Agreement. 810-10/780-40/500-10 A/C: Successor Agency/City.

Peter Pethoe, Santa Cruz Hostel, suggested a hostel on the Rispin property.

ACTION Motion made by Council Member Termini, seconded by Council Member Storey, to adopt Resolution No. 3966 of the City of Capitola accepting the transfer of the Rispin Property to the City of Capitola and terminating a Purchase Agreement. The motion was passed unanimously.

- D. Consider a request for staffing adjustments in the Community Development, Finance, and Police Departments. [330-10]

ACTION Motion made by Council Member Termini, seconded by Council Member Bottorff, to approve the request for staffing adjustments in the Community Development, Finance, and Police Departments. The motion was passed unanimously.

10. ADJOURNMENT

Mayor Harlan adjourned the meeting at 8:50 PM to the next Regular Meeting of the City Council on Thursday, October 24, 2013, at 7:00 PM, in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.

Stephanie Harlan, Mayor

ATTEST:

_____, CMC
Susan Sneddon, City Clerk

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CITY COUNCIL AGENDA REPORT

MEETING OF SEPTEMBER 24, 2013

FROM: FINANCE DEPARTMENT
SUBJECT: CITY CHECK REGISTER REPORT

RECOMMENDED ACTION: Approve the attached Check Register Reports for Sep 20, Sep 27, Oct 4, and Oct 11

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1. Check Register for Sep 20, 2013
2. Check Register for Sep 27, 2013
3. Check Register for Oct 4, 2013
4. Check Register for Oct 11, 2013

Report Prepared By: Linda Benko
AP Clerk

Reviewed and Forwarded
by City Manager: 

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Checks dated 9/20/13 numbered 74202 to 74252 for a total of \$68,114.85 have been reviewed and authorized for distribution by the City Manager.

As of 9/20/13 the unaudited cash balance is \$1,613,805

CASH POSITION - CITY OF CAPITOLA 9/20/13

	<u>Net Balance</u>
General Fund	\$ (123,451)
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 195,275
Self Insurance Liability Fund	\$ 147,619
Stores Fund	\$ (3,925)
Information Technology Fund	\$ 46,478
Equipment Replacement	\$ 106,632
Compensated Absences Fund	\$ 22,530
TOTAL UNASSIGNED GENERAL FUNDS	\$ 1,613,805

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



 Jamie Goldstein, City Manager

9/20/2013

 Date

 Vacant, City Treasurer

 Date

City Checks Issued 9/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74202	09/20/2013 Invoice 4613406	Open	Date 08/23/2013	Description Telephone & T-1 Service, all sites Fund 1000, Gen Fund=\$1731.07 Fund 1300, SLESF=\$1176.88 Fund 2211, IT=\$323.86	AT&T/CALNET 2	\$3,231.81
74203	09/20/2013 Invoice 20130831	Open	Date 08/31/2013	Description Pac Cove Relocation Services Fund 1420, Pac Cove	AUTOTEMP INC.	\$840.00
74204	09/20/2013 Invoice 292127-292128	Open	Date 09/06/2013	Description Equipment repair	B & B SMALL ENGINE REPAIR	\$171.70
74205	09/20/2013 Invoice 2014-00000198	Open	Date 09/17/2013	Description Aug 13 Sept 13 volleyball softball officials	BEYERS, FRED C	\$333.00
74206	09/20/2013 Invoice 7831 7849 7832	Open	Date 09/05/2013 09/05/2013 09/05/2013	Description Revise Sidewalk Improvement Plans Research Ownership, 420 Cap Ave Pac Cove Lower Parking Lot Fund 1000, Gen Fund=\$270.00 Fund 1200, CIP=\$6350.00	BOWMAN & WILLIAMS, INC.	\$6,620.00
74207	09/20/2013 Invoice 2014-00000199	Open	Date 09/17/2013	Description Bumgarner Softball Officials Sept 11 and 1	BUMGARNER, ERIC D	\$132.00
74208	09/20/2013 Invoice POA9-20-13	Open	Date 09/19/2013	Description POA Dues, Employee Funded	CAPITOLA PEACE OFFICERS ASSOC.	\$1,501.25
74209	09/20/2013 Invoice Sep-Oct13	Open	Date 09/11/2013	Description Internet Access, 9/20 to 10/19/13 Fund 2211, IT	Charter Communications	\$135.00
74210	09/20/2013 Invoice 1280166 1280166-01	Open	Date 08/27/2013 08/30/2013	Description Cleaning supplies Toilet paper	CLEAN SOURCE	\$1,915.82
74211	09/20/2013 Invoice UWFF1223/SWE1227	Open	Date 08/31/2013	Description Professional Services August 2013	COASTAL WATERSHED COUNCIL	\$4,394.36
74212	09/20/2013 Invoice 44416	Open	Date 08/27/2013	Description Capitola Muni Code Electronic Update	CODE PUBLISHING COMPANY INC.	\$235.95

City Checks Issued 9/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74213	09/20/2013 Invoice 1925	Open	Date 06/30/2013	Description Q4 FY12/13 PEG Fees Fund 1320, PEG	COMMUNITY TELEVISION OF SCC	\$4,574.48
74214	09/20/2013 Invoice 62753	Open	Date 08/31/2013	Description FY13/14 Budget copies	COMPLETE MAILING SERVICE INC	\$1,258.44
74215	09/20/2013 Invoice 2013-14-013	Open	Date 08/15/2013	Description FY13/14 Memberships	CRIMINAL JUSTICE COUNCIL OF SCC	\$3,000.00
74216	09/20/2013 Invoice 205881	Open	Date 08/31/2013	Description Pac Cove Fencing	D & G SANITATION	\$77.94
74217	09/20/2013 Invoice CASAT21618 CASA21667	Open	Date 08/22/2013 08/26/2013	Description Wharf Ladder Project Auto Supplies, Fleet	FASTENAL COMPANY	\$358.55
74218	09/20/2013 Invoice 10	Open	Date 08/28/2013	Description HVAC repair, Wharf Fund 1311, Wharf Fund	FEENEY, CRAIG/NAPCO	\$375.00
74219	09/20/2013 Invoice 13-886614 13-886613	Open	Date 09/06/2013 09/06/2013	Description 235 Gal Diesel 485 Gal Ethanol	FLYERS ENERGY, LLC	\$2,991.64
74220	09/20/2013 Invoice 109367	Open	Date 08/16/2013	Description Legal Services, Successor Agency Issues	GOLDFARB & LIPMAN, LLP	\$1,632.00
74221	09/20/2013 Invoice 331001004	Open	Date 08/07/2013	Description Stormwater Ordinance Prep	HYDROSCIENCE ENGINEERS INC.	\$1,858.46
74222	09/20/2013 Invoice ICMA9-20-13	Open	Date 09/19/2013	Description Retirement Plan Contr, Employee Funded	ICMA RETIREMENT TRUST 457	\$4,389.16
74223	09/20/2013 Invoice 50235473	Open	Date 08/26/2013	Description Three Batteries, Comm Ctr GEM Elec Veh	INTERSTATE BATTERY SYSTEM OF S	\$469.64
74224	09/20/2013 Invoice 26-25318	Open	Date 09/06/2013	Description Temp Labor, PW	LABORMAX STAFFING	\$2,232.07

City Checks Issued 9/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74225	09/20/2013	Open			LEWIS TREE SERVICE INC.	\$575.00
	Invoice		Date	Description		Amount
	21248		09/05/2013	Remove Alder, Monterey Park		\$575.00
74226	09/20/2013	Open			LUICH, JAY	\$264.00
	Invoice		Date	Description		Amount
	2014-00000196		09/17/2013	Aug 13 Sept 13 volleyball softball officials		\$264.00
74227	09/20/2013	Open			MID-COUNTY AUTO SUPPLY	\$133.05
	Invoice		Date	Description		Amount
	352522		08/21/2013	Auto parts, PD F-250 4x4		\$15.68
	353183		08/27/2013	Auto Parts, Comm Ctr GEM Vehicle		\$16.92
	353137		08/27/2013	Auto Parts, Comm Ctr GEM Vehicle		\$9.99
	353141		08/27/2013	Battery, PD Toyota Camry		\$89.52
	353574		08/30/2013	Auto Parts, Public Works		\$0.94
74228	09/20/2013	Open			MISSION PRINTERS	\$38.78
	Invoice		Date	Description		Amount
	46545		08/06/2013	Business Cards, Perry (museum)		\$38.78
74229	09/20/2013	Open			NORTH BAY FORD	\$76.34
	Invoice		Date	Description		Amount
	236949		08/26/2013	Auto Parts, PD 081		\$76.34
74230	09/20/2013	Open			ORCHARD SUPPLY HARDWARE	\$298.16
	Invoice		Date	Description		Amount
	6013-6127476		08/28/2013	Plumbing supplies		\$40.09
	6012-4799619		08/29/2013	Misc. Supplies		\$76.03
	2439633		08/29/2013	Caution Tape, Duct Tape		\$85.19
	6012-4159984		08/30/2013	Small Tools		\$43.94
	6014-6125017		09/04/2013	Key Box Lock, Shop		\$6.51
	6007-3526384		09/05/2013	Parts for Pressure Washer		\$36.69
	6011-199963		09/10/2013	Sweeper parts (Fund 1310, Gas Tax)		\$9.71
74231	09/20/2013	Open			PACIFIC GAS & ELECTRIC	\$14,502.34
	Invoice		Date	Description		Amount
	2014-00000191		09/12/2013	Monthly Elec		\$14,502.34
				Fund 1000, Gen Fund=\$5208.51		
				Fund 1300, SLESF=\$168.23		
				Fund 1310, Gas Tax=\$7036.15		
				Fund 1311, Wharf Fund=\$2089.45		
74232	09/20/2013	Open			PACIFIC GAS & ELECTRIC	\$101.94
	Invoice		Date	Description		Amount
	2014-00000192		09/12/2013	Pac Cove MHP Elec and Gas		\$101.94
74233	09/20/2013	Open			PACIFIC VETERINARY SPECIALISTS II	\$141.90
	Invoice		Date	Description		Amount
	283299		08/21/2013	Animal Control Exp, PD 13C-01686		\$141.90

City Checks Issued 9/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74234	09/20/2013 Invoice 228972	Open	Date 09/09/2013	Description Office Supplies, finance Fund 2210, Stores	PALACE ART & OFFICE SUPPLIES	\$70.91
74235	09/20/2013 Invoice 9/12/13 REC	Open	Date 09/16/2013	Description Postage for postage machine, Rec	PITNEY BOWES INC.	\$207.99
74236	09/20/2013 Invoice 2014-00000195	Open	Date 09/17/2013	Description Aug 13 Sept 13 volleyball softball officials	QUARTARARO, ROD V.	\$165.00
74237	09/20/2013 Invoice 2014-00000194	Open	Date 09/17/2013	Description Aug 13 Sept 13 volleyball softball officials	REED, DANIEL H.	\$231.00
74238	09/20/2013 Invoice 165710	Open	Date 08/23/2013	Description Auto Parts	SANTA CRUZ AUTO PARTS INC.	\$235.32
74239	09/20/2013 Invoice 93567	Open	Date 09/06/2013	Description Fire Inspection, Jade St Community Ctr	SANTA CRUZ FIRE EQUIPMENT CO.	\$402.15
74240	09/20/2013 Invoice 400109706 400108053	Open	Date 08/30/2013 09/12/2013	Description Aug 2013 Signal Maintenance July 2013 Response Callouts, Signal Main Fund 1310, Gas Tax	SIEMENS INDUSTRY INC.	\$5,628.80
74241	09/20/2013 Invoice 20130910	Open	Date 09/13/2013	Description Reimb Travel Exp for Training	SOLBERG, KYLE	\$106.45
74242	09/20/2013 Invoice 20130828	Open	Date 08/26/2013	Description Re-Point Zoning Code Link Fund 2211, IT	The URBAN EXPLORER, Inc.	\$250.00
74243	09/20/2013 Invoice 2014-00000193	Open	Date 09/17/2013	Description Aug 13 Sept 13 volleyball softball officials	THILL, WENDY	\$240.00
74244	09/20/2013 Invoice Flex-Sep13	Open	Date 09/13/2013	Description Replenish Flex Cash	TLC ADMINISTRATORS, INC.	\$442.56
74245	09/20/2013 Invoice 954791363 954791373	Open	Date 09/07/2013 09/14/2013	Description Weekly Shipping, PD Shipping, PD	UNITED PARCEL SERVICE	\$39.08

City Checks Issued 9/20/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74246	09/20/2013 Invoice Sep2013	Open			UNITED WAY OF SCC	\$50.00
			Date 09/19/2013	Description UW Contributions from Employees, Sep13		Amount \$50.00
74247	09/20/2013 Invoice 236277810 236277943	Open			US BANCORP EQUIPMENT FINANCE	\$340.33
			Date 09/04/2013 09/04/2013	Description Copier Lease, Contract 500-0306481-000, Copier Lease, Contract 500-0332346-000,		Amount \$80.48 \$259.85
74248	09/20/2013 Invoice PARS9-20-13	Open			US Bank Institutional Trust-Western Reg	\$453.49
			Date 09/19/2013	Description Retirement Contr, Employee Funded		Amount \$453.49
74249	09/20/2013 Invoice Kisling-BegHats	Open			Kisling, Niels	\$207.99
			Date 09/17/2013	Description Begonia Festival Hats, Museum Fundraise		Amount \$207.99
74250	09/20/2013 Invoice 2014-00000197	Open			Lofranco, April	\$74.00
			Date 09/16/2013	Description Cancelled class		Amount \$74.00
74251	09/20/2013 Invoice 2014-00000190	Open			Santa Cruz, Michael	\$50.00
			Date 09/16/2013	Description Transfer		Amount \$50.00
74252	09/20/2013 Invoice 2014-00000189	Open			The Beach Shack	\$60.00
			Date 09/16/2013	Description Cancelled class		Amount \$60.00
Check Totals:				Count	51	TOTAL \$68,114.85

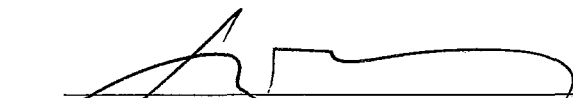
Checks dated 9/27/13 numbered 74253 to 74319 for a total of \$196,567.58 have been reviewed and authorized for distribution by the City Manager.

As of 9/27/13 the unaudited cash balance is \$1,402,465

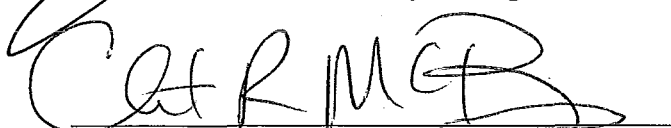
CASH POSITION - CITY OF CAPITOLA 9/27/13

	<u>Net Balance</u>
General Fund	\$ (329,138)
Contingency Reserve Fund	✓ \$ 1,222,646
Worker's Comp. Ins. Fund	✓ \$ 195,275
Self Insurance Liability Fund	✓ \$ 143,795
Stores Fund	✓ \$ (4,136)
Information Technology Fund	✓ \$ 44,994
Equipment Replacement	✓ \$ 106,499
Compensated Absences Fund	✓ \$ 22,530
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$ 1,402,465</u></u>

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



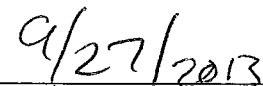
 Jamie Goldstein, City Manager



 Christine McBroom, City Treasurer

9/27/2013

 Date



 Date

City Checks Issued 9/27/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74253	09/27/2013	Open			A TOOL SHED	\$605.94
	Invoice		Date	Description		Amount
	927556-5		09/15/2013	Tractor		\$605.94
74254	09/27/2013	Open			AFLAC	\$466.76
	Invoice		Date	Description		Amount
	166771		09/01/2013	Aug 2013 Suppl Health Ins, Employee fun		\$466.76
74255	09/27/2013	Open			ATCHISON, BARISONE, & CONDOTTI	\$16,384.99
	Invoice		Date	Description		Amount
	Aug2013		08/31/2013	Aug 2013 Legal-Services		\$16,384.99
74256	09/27/2013	Open			B & B SMALL ENGINE REPAIR	\$154.73
	Invoice		Date	Description		Amount
	292452		09/12/2013	Equipment repair		\$154.73
74257	09/27/2013	Open			BANK OF AMERICA	\$792.65
	Invoice		Date	Description		Amount
	Aug-Sep13		09/19/2013	City Credit Card Charges, Aug-Sep2013		\$792.65
				Fund 1000, Gen Fund=\$219.06		
				Fund 2211, IT=\$573.59		
74258	09/27/2013	Open			BIG CREEK LUMBER	\$337.00
	Invoice		Date	Description		Amount
	94804		09/05/2013	Depot Hill bench		\$274.70
	97350		09/11/2013	Wood - Cap Ave. fence		\$51.92
	97474		09/11/2013	Cap. Ave. fence		\$10.38
74259	09/27/2013	Open			CA DEPARTMENT OF JUSTICE	\$64.00
	Invoice		Date	Description		Amount
	988532		09/05/2013	Fingerprint appt, new hire		\$64.00
74260	09/27/2013	Open			CADILLAC DESIGNS INC.	\$133.09
	Invoice		Date	Description		Amount
	2716		09/24/2013	Lettering for new motorcycles		\$133.09
				Fund 2212, Equip Replacement		
74261	09/27/2013	Open			CALE AMERICA INC.	\$770.00
	Invoice		Date	Description		Amount
	130210		08/29/2013	August Meter Maint		\$770.00
74262	09/27/2013	Open			CALIF DEPT OF FISH & WILDLIFE	\$224.00
	Invoice		Date	Description		Amount
	9/23/13		09/23/2013	Streambed Alteration Agreement Extensio		\$224.00
74263	09/27/2013	Open			CLEAN BUILDING MAINTENANCE	\$6,107.30
	Invoice		Date	Description		Amount
	11599		08/31/2013	Cleaning Service, Aug 2013		\$6,107.30
				Fund 1000, Gen Fund=\$5889.80		
				Fund 1311, Wharf Fund=\$217.50		
74264	09/27/2013	Open			COAST PAPER & SUPPLY INC.	\$59.84
	Invoice		Date	Description		Amount
	415517		09/19/2013	Evidence bags		\$59.84

City Checks Issued 9/27/2013

Invoice #	Date	Status	Description	Amount
74265	09/27/2013	Open	CODE PUBLISHING COMPANY INC.	\$500.00
Invoice	Date		Description	Amount
44587	09/19/2013		Reformat City Municipal Code	\$500.00
74266	09/27/2013	Open	CONOCO-PHILLIPS FLEET SERVICES	\$107.84
Invoice	Date		Description	Amount
34036730	08/21/2013		Fuel-PD	\$107.84
74267	09/27/2013	Open	CRUZIO THE INTERNET STORE INC.	\$39.95
Invoice	Date		Description	Amount
28750-76	09/02/2013		GPAC webhosting 9/23-10/22/13 Fund 1313, Gen Plan Update	\$39.95
74268	09/27/2013	Open	CVS PHARMACY INC.	\$20.66
Invoice	Date		Description	Amount
9047	09/13/2013		batteries	\$20.66
74269	09/27/2013	Open	ELEVATOR SERVICE COMPANY, INC.	\$165.00
Invoice	Date		Description	Amount
6450	09/01/2013		Quarterly Lube and Inspection, City Hall EI	\$165.00
74270	09/27/2013	Open	EMPLOYMENT DEVELOPMENT DEPT	\$827.00
Invoice	Date		Description	Amount
Q2 CY2013	09/17/2013		Unemployment Ins Benefit Charge Fund 2213, Self Ins Liability	\$827.00
74271	09/27/2013	Open	EWING IRRIGATION	\$67.45
Invoice	Date		Description	Amount
6964224	09/06/2013		Irrigation supplies	\$35.46
6985529	09/11/2013		Irrigation supplies	\$31.99
74272	09/27/2013	Open	FEDERAL EXPRESS	\$140.49
Invoice	Date		Description	Amount
2-406-94666	09/20/2013		Shipping Charges	\$140.49
74273	09/27/2013	Open	CRAIG FEENEY/NAPCO	\$375.00
Invoice	Date		Description	Amount
8202013	08/20/2013		Wharf HVAC repair Fund 1311, Wharf Fund	\$375.00
74274	09/27/2013	Open	FIRST ALARM	\$117.87
Invoice	Date		Description	Amount
666721	09/16/2013		1855 41st Ave. Space J9	\$117.87
74275	09/27/2013	Open	FLYERS ENERGY, LLC	\$2,159.39
Invoice	Date		Description	Amount
13-889026	09/16/2013		480 Gal Ethanol	\$2,159.39
74276	09/27/2013	Open	HARRIS & ASSOCIATES	\$2,240.00
Invoice	Date		Description	Amount
22401	09/11/2013		Aug 2013 Pavement Management Prograr Fund 1310, Gas Tax Fund	\$2,240.00
74277	09/27/2013	Open	HOLLISTER HONDA	\$360.97
Invoice	Date		Description	Amount
122170	09/09/2013		600 mile service to motor NC700X	\$360.97

City Checks Issued 9/27/2013

Item #	Date	Status	Description	Amount
74278	09/27/2013	Open	HOPE REHABILITATION SERVICES	\$1,575.00
	Invoice	Date	Description	Amount
	S148727	09/15/2013	Sidewalk Cleaning Services, Sep 2013	\$1,575.00
74279	09/27/2013	Open	KING'S CLEANERS	\$648.00
	Invoice	Date	Description	Amount
	9/10/13	09/10/2013	Uniform cleaning Sept 2013	\$648.00
74280	09/27/2013	Open	KING'S PAINT AND PAPER, INC.	\$377.40
	Invoice	Date	Description	Amount
	A186710	08/29/2013	Graffiti paint	\$123.62
	A187038	09/04/2013	Red curb paint	\$163.41
	A187037	09/04/2013	Graffiti paint	\$90.37
			Fund 1000, Gen Fund=\$213.99	
			Fund 1310, Gas Tax Fund=\$163.41	
74281	09/27/2013	Open	LC ACTION POLICE SUPPLY, LTD	\$2,261.06
	Invoice	Date	Description	Amount
	301426	09/12/2013	Reload kit, gun supplies	\$1,765.03
	301262	09/09/2013	goggles for gun range	\$496.03
74282	09/27/2013	Open	LEWIS TREE SERVICE INC.	\$1,900.00
	Invoice	Date	Description	Amount
	21260	09/10/2013	Palm trees on Wharf Rd.	\$1,900.00
74283	09/27/2013	Open	MEGAPATH COVAD COMMUNICATION	\$646.51
	Invoice	Date	Description	Amount
	48614230	08/28/2013	Internet Access	\$646.51
			Fund 2211, IT	
74284	09/27/2013	Open	MID-COUNTY AUTO SUPPLY	\$2,090.34
	Invoice	Date	Description	Amount
	353255	08/28/2013	Clutch Assy, PD CSO-II	\$145.84
	353233	08/28/2013	Wiper Blade, PW F-350	\$25.00
	353260	08/28/2013	Auto Parts, PD041	\$94.99
	353234	08/28/2013	Auto Parts, PD CSO-II	\$290.39
	353411	08/28/2013	Auto Parts, PD041	\$36.53
	353580	08/30/2013	Side Box, PW	\$917.51
	353545	08/30/2013	Auto Parts, PD041	\$13.50
	353543	08/30/2013	Public Works	\$314.81
	354289	09/07/2013	Fuse	\$8.14
	353748	09/03/2013	Auto parts, PD CSO2	\$191.87
	354383	09/09/2013	Auto parts, fleet	\$51.76
74285	09/27/2013	Open	MISSION LINEN SUPPLY	\$683.13
	Invoice	Date	Description	Amount
	158911-Aug13	08/31/2013	Aug Mats and Mops Cleaning, NB Gym	\$78.00
	158899-Aug13	08/31/2013	Uniform Cleaning Svc, PW	\$201.95
	159078-Aug13	08/31/2013	Uniform, Mops, Mat cleaning, Corp Yd	\$403.18
74286	09/27/2013	Open	MISSION PRINTERS	\$88.00
	Invoice	Date	Description	Amount
	46872	09/16/2013	business cards	\$88.00

City Checks Issued 9/27/2013

Check #	Invoice #	Status	Date	Description	Amount
74287	09/27/2013 Invoice MBA13-0517-1	Open	09/09/2013	MONTEREY BAY AREA SELF INS AUTI Liability Claim Payment, Hernandez Fund 2213, Self Ins Liability	\$2,996.98
74288	09/27/2013 Invoice 182860	Open	08/30/2013	MONTEREY BAY SYSTEMS Copier use, Konica C35, PD	\$77.81
74289	09/27/2013 Invoice 48955	Open	09/04/2013	MV TRANSPORTATION, INC. Aug 2013 Shuttle Service	\$5,907.00
74290	09/27/2013 Invoice 21304361	Open	09/09/2013	NIXON-EGLI EQUIPMENT CO. Pub Motor, Sweeper Fund 1310, Gas Tax Fund	\$921.81
74291	09/27/2013	Voided	9/27/2013	ORCHARD SUPPLY HARDWARE	\$0.00
74292	09/27/2013 Invoice 6481-Oct13	Open	09/13/2013	PACIFIC GAS & ELECTRIC Rispin Elec	\$8.88
74293	09/27/2013 Invoice 228336 229632	Open	09/05/2013 09/12/2013	PALACE ART & OFFICE SUPPLIES Office Supplies, City Hall Office Supplies, City Hall Fund 2210, Stores	\$216.43
74294	09/27/2013 Invoice 6860338	Open	09/06/2013	PAPE MACHINERY Parts, John Deere Loader	\$116.38
74295	09/27/2013 Invoice 20131003	Open	09/19/2013	PESTICIDE APPLICATORS PROF ASSI Class Registration, Garcia & DeLaTorre	\$250.00
74296	09/27/2013 Invoice 18066	Open	08/15/2013	PHIL ALLEGRI ELECTRIC, INC. Power for AC in server room	\$844.10
74297	09/27/2013 Invoice 050-352276 050-353824 050-349881	Open	09/05/2013 09/13/2013 09/01/2013	PODS ENTERPRISES INC. Storage Container, 9/20/13 thru 10/20/13 Storage Container, 9/30/13-10/30/13-PD Deliver empty container, monthly rental, lo	\$648.62
74298	09/27/2013 Invoice 18486	Open	09/01/2013	PUBLIC ENGINES, INC./CRIME REPOF Quarterly billing	\$597.00
74299	09/27/2013 Invoice 2014-00000200	Open	09/18/2013	RODGERS, PETER A Pete Rodgers Umpire June 2013	\$154.00

City Checks Issued 9/27/2013

Invoice #	Date	Status	Description	Amount
74300	09/27/2013	Open	ROYAL WHOLESALE ELECTRIC	\$202.24
Invoice	Date		Description	Amount
7719-573302	08/01/2013		Electrical - City Hall	\$202.24
74301	09/27/2013	Open	SCC HEALTH SERVICES	\$832.00
Invoice	Date		Description	Amount
Jan-Apr2013	09/03/2013		Jan thru April for Dominican Hosp. blood d	\$832.00
74302	09/27/2013	Open	SANTA CRUZ REGIONAL 911	\$115,940.50
Invoice	Date		Description	Amount
2013/2014	09/01/2013		2nd qtr member operating	\$87,132.75
FY13/14DEBT	09/01/2013		first half FY13/14, Debt Service	\$24,333.00
Q2 FY13/14	09/01/2013		Q2 FY13/14 SCRMS, SC Regional 911	\$4,474.75
74303	09/27/2013	Open	SMITH, BRET	\$1,500.00
Invoice	Date		Description	Amount
9162013	09/16/2013		Shed	\$1,500.00
74304	09/27/2013	Open	SOQUEL UNION ELEM SCHOOL DISTF	\$250.00
Invoice	Date		Description	Amount
14-4	09/17/2013		Safe Routes to School Grant pmt	\$250.00
74305	09/27/2013	Open	SPRING VALLEY WHOLESALE NURSE	\$470.34
Invoice	Date		Description	Amount
4183	09/17/2013		Street trees & palms	\$470.34
74306	09/27/2013	Open	SPRINT	\$3,077.00
Invoice	Date		Description	Amount
974855313-141	08/29/2013		City Cell Phones	\$3,077.00
74307	09/27/2013	Open	STAPLES	\$184.01
Invoice	Date		Description	Amount
75139	09/05/2013		Printer	\$184.01
			Fund 2211, IT	
74308	09/27/2013	Open	SUMMIT UNIFORM CORP	\$281.66
Invoice	Date		Description	Amount
6329	08/23/2013		Ear mold Valdez	\$13.05
6378	08/27/2013		Uniform Exp, Damsen	\$204.45
6377	08/27/2013		Evans, pants	\$64.16
74309	09/27/2013	Open	T & T PAVEMENT MARKINGS	\$1,575.50
Invoice	Date		Description	Amount
2013631	09/18/2013		Parking stencils	\$1,575.50
			Fund 1310, Gas Tax Fund	
74310	09/27/2013	Open	THE HARTFORD -PRIORITY ACCOUNT	\$1,857.75
Invoice	Date		Description	Amount
6473601-0	09/19/2013		Oct 2013 Life & Long Term Disability Ins	\$1,857.75
74311	09/27/2013	Open	THE SKYLIGHT PLACE INC.	\$2,422.35
Invoice	Date		Description	Amount
97191	08/15/2013		Windows, Comm Ctr	\$2,422.35

City Checks Issued 9/27/2013

Invoice #	Date	Status	Description	Amount
74312	09/27/2013	Open	Cureton, Lana Lee	\$380.00
Invoice	Date		Description	Amount
2014-00000203	09/13/2013		Refund citation 14134721	\$380.00
74313	09/27/2013	Open	Fitzpatrick, Sheila	\$70.00
Invoice	Date		Description	Amount
2014-00000201	09/24/2013		Refund citation 13134786	\$70.00
74314	09/27/2013	Open	Hilton Garden Inn	\$453.00
Invoice	Date		Description	Amount
2014-00000202	09/25/2013		Ryan hotel POST Oct 6-11 2013	\$453.00
74315	09/27/2013	Open	Munoz, Alberto & Lori Ann	\$8,500.00
Invoice	Date		Description	Amount
700Escalona	09/19/2013		Refund Landscape Completion Bond	\$8,500.00
74316	09/27/2013	Open	Renouard, Bruce T	\$41.00
Invoice	Date		Description	Amount
2014-00000205	09/20/2013		Refund citation 14134747	\$41.00
74317	09/27/2013	Open	Santos, Guillermina	\$37.00
Invoice	Date		Description	Amount
2014-00000204	09/06/2013		Refund citation 14134101	\$37.00
74318	09/27/2013	Open	LABORMAX STAFFING	\$1,803.20
Invoice	Date		Description	Amount
26-25561	09/13/2013		Temp Labor, PW	\$1,803.20
74319	09/27/2013	Open	ORCHARD SUPPLY HARDWARE	\$459.66
Invoice	Date		Description	Amount
6009-2430340	09/04/2013		Misc. Supplies	\$70.63
6007-3526292	09/05/2013		Light bulbs	\$20.64
6012-4151420	09/06/2013		Paint	\$37.25
6009-2430491	09/05/2013		Bench supplies	\$60.36
6012-4151453	09/06/2013		Tools	\$41.30
6014-2435492	09/06/2013		Depot Hill bench	\$23.40
6012-4791545	09/07/2013		Depot Hill bench	\$24.97
6012-4792099	09/09/2013		Drywall repair supplies	\$43.46
6014-6126027	09/09/2013		Drywall repair supplies	\$51.22
6012-4792181	09/09/2013		Misc.	\$31.50
6012-4792313	09/10/2013		Misc. Hardware	\$19.06
6009-5651044	09/10/2013		Concrete patch	\$35.87
			Fund 1000, Gen Fund=\$308.67	
			Fund 1311, Wharf Fund=\$150.99	

Check Totals: Count 67 Total \$196,567.58

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Checks dated 10/4/13 numbered 74320 to 74390 for a total of \$60,519.93 have been reviewed and authorized for distribution by the City Manager.

As of 10/4/13 the unaudited cash balance is \$2,023,090

CASH POSITION - CITY OF CAPITOLA 10/4/13

	<u>Net Balance</u>
✓ General Fund	\$ 295,236
✓ Contingency Reserve Fund	\$ 1,222,646
✓ Worker's Comp. Ins. Fund	\$ 195,275
✓ Self Insurance Liability Fund	\$ 143,795
Stores Fund	\$ (6,333)
Information Technology Fund	\$ 43,441
Equipment Replacement	\$ 106,499
✓ Compensated Absences Fund	\$ 22,530
✓ TOTAL UNASSIGNED GENERAL FUNDS	\$ 2,023,090

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



 Jamie Goldstein, City Manager

10/4/2013

 Date



 Christine McBroom, City Treasurer

10/4/2013

 Date

City Checks Issued 10/4/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74320	10/04/2013	Open			57 DESIGN INC.	\$350.00
	Invoice		Date	Description		Amount
	CV-9071513		07/15/2013	Create New Vector Artwork for BIA map		\$200.00
	CV-9092713		09/27/2013	Update BIA Brochure		\$150.00
				Fund 1321, BIA		
74321	10/04/2013	Open			ADAMS, BECKY	\$436.80
	Invoice		Date	Description		Amount
	2014-00000210		09/30/2013	Early Fall Instructor Payments 2013		\$436.80
74322	10/04/2013	Open			ARNONE, MICHAEL	\$1,855.25
	Invoice		Date	Description		Amount
	201322-1		09/30/2013	Progress Payment, McGregor Park		\$1,855.25
				Fund 1200, CIP		
74323	10/04/2013	Open			BARRETT, SHARON	\$78.00
	Invoice		Date	Description		Amount
	2014-00000211		09/30/2013	Early Fall Instructor Payments 2013		\$78.00
74324	10/04/2013	Open			BETZ, SHERRI	\$3,131.70
	Invoice		Date	Description		Amount
	2014-00000212		09/30/2013	Early Fall Instructor Payments 2013		\$3,131.70
74325	10/04/2013	Open			BIG CREEK LUMBER	\$89.40
	Invoice		Date	Description		Amount
	101791		09/19/2013	Wood for Depot Hill bench		\$20.91
	103724		09/24/2013	Memorial plaques, Fund 1311, Wharf Func		\$68.49
74326	10/04/2013	Open			BRINKS AWARDS & SIGNS	\$28.06
	Invoice		Date	Description		Amount
	73601		08/29/2013	Correct award, Rec		\$28.06
74327	10/04/2013	Open			CADILLAC DESIGNS INC.	\$51.03
	Invoice		Date	Description		Amount
	2729		09/27/2013	E-Waste Banner		\$51.03
74328	10/04/2013	Open			CALIFORNIA COAST UNIFORM COMP	\$249.80
	Invoice		Date	Description		Amount
	1855		09/06/2013	Uniform Exp, E. Gonzalez		\$127.13
	1792		08/21/2013	Uniform Exp, Vazquez		\$52.04
	1801		08/23/2013	Uniform Exp, Zamora		\$70.63
74329	10/04/2013	Voided	Incorrect Customer	10/04/2013	CalPERS LONG TERM CARE PROGRA	\$0.00
	Invoice		Date	Description		Amount
	Oct2013		09/19/2013	Long Term Disability Ins, PD		\$0.00
74330	10/04/2013	Open			CAPITOLA PEACE OFFICERS ASSOC.	\$1,513.75
	Invoice		Date	Description		Amount
	POA10-4-13		10/03/2013	POA Dues, Employee Funded		\$1,513.75
74331	10/04/2013	Open			CHARLEBOIS, FREDERIC	\$5,210.50
	Invoice		Date	Description		Amount
	2014-00000220		09/30/2013	Early Fall Instructor Payments 2013		\$5,210.50

City Checks Issued 10/4/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74332	10/04/2013	Open			CLEAN SOURCE	\$1,626.61
	Invoice		Date	Description		Amount
	1234511		09/10/2013	Towel dispensers		\$87.00
	1382505		09/13/2013	Cleaning supplies		\$1,539.61
74333	10/04/2013	Open			COMPLETE MAILING SERVICE INC	\$1,585.05
	Invoice		Date	Description		Amount
	62881		10/01/2013	Mailing service, Rec		\$1,585.05
74334	10/04/2013	Open			COPWARE INC.	\$400.00
	Invoice		Date	Description		Amount
	82095		09/01/2013	Legal Sourcebooks for Peace Officers Fund 2211, IT		\$400.00
74335	10/04/2013	Open			DAVIDSON, ANA LUCIA	\$223.60
	Invoice		Date	Description		Amount
	2014-00000213		09/30/2013	Early Fall Instructor Payments 2013		\$223.60
74336	10/04/2013	Open			DELL COMPUTERS	\$566.63
	Invoice		Date	Description		Amount
	XJ79C5RJ7		09/13/2013	Computer Purchase Fund 2211, IT		\$566.63
74337	10/04/2013	Open			DESTINATION MEDIA SOLUTIONS	\$3,000.00
	Invoice		Date	Description		Amount
	5101		07/01/2013	BIA Digital Media Advertising Services		\$1,500.00
	5102		08/01/2013	BIA Digital Media Advertising Services Fund 1321, BIA		\$1,500.00
74338	10/04/2013	Open			DICKS, CHUCK	\$111.15
	Invoice		Date	Description		Amount
	2014-00000214		09/30/2013	Early Fall Instructor Payments 2013		\$111.15
74339	10/04/2013	Open			EVANS, PAT	\$111.15
	Invoice		Date	Description		Amount
	2014-00000216		09/30/2013	Early Fall Instructor Payments 2013		\$111.15
74340	10/04/2013	Open			EWING IRRIGATION	\$143.26
	Invoice		Date	Description		Amount
	6882647		08/19/2013	Pruning shears		\$39.58
	7019041		09/18/2013	Sprinklers		\$35.28
	7031169		09/20/2013	Loppers		\$68.40
74341	10/04/2013	Open			EXTRA SPACE STORAGE OF SC INC	\$331.00
	Invoice		Date	Description		Amount
	Oct2013		09/23/2013	Extra storage-PD		\$331.00
74342	10/04/2013	Open			FAIA, MICHELE	\$637.00
	Invoice		Date	Description		Amount
	2014-00000217		09/30/2013	Early Fall Instructor Payments 2013		\$637.00
74343	10/04/2013	Open			CRAIG FEENEY/NAPCO	\$750.00
	Invoice		Date	Description		Amount
	12		09/27/2013	HVAC service		\$750.00

City Checks Issued 10/4/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74344	10/04/2013 Invoice 2014-00000218	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	FITZGERALD, AIMEE	\$301.60
74345	10/04/2013 Invoice 13-891238 13-891236	Open	Date 09/20/2013 09/20/2013	Description 160 Gal Diesel 478 Gal Ethanol	FLYERS ENERGY, LLC	\$2,443.89
74346	10/04/2013 Invoice 2014-00000219	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	FOJACO, HANYA	\$527.80
74347	10/04/2013 Invoice 2014-00000238	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	FOX, HELENA	\$387.40
74348	10/04/2013 Invoice 20130201x	Open	Date 09/27/2013	Description Reimb Travel Exp	GARRETT-FRIAS, BARBARA	\$216.59
74349	10/04/2013 Invoice 2014-00000215	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	GEDDES, SESE EGAN	\$110.50
74350	10/04/2013 Invoice 2014-00000221	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	HARRELL, ADRIENNE	\$395.20
74351	10/04/2013 Invoice ICMA10-4-13	Open	Date 10/03/2013	Description Retirement Contr, Employee Funded	ICMA RETIREMENT TRUST 457	\$4,489.16
74352	10/04/2013 Invoice 2014-00000222	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	INK, BRUCE	\$351.00
74353	10/04/2013 Invoice 2014-00000223	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	KAPLAN, PHIL	\$503.10
74354	10/04/2013 Invoice 193530x 196378x	Open	Date 05/20/2013 06/03/2013	Description Acct No CO12, Contract C12162-01 Acct No CO12, Contract C12683-01	KBA Docusys	\$87.82
74355	10/04/2013 Invoice 803-00000484353	Open	Date 09/26/2013	Description Sprayer hose	KELLY-MOORE PAINTS	\$61.67

City Checks Issued 10/4/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74356	10/04/2013 Invoice 2014-00000224	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	KINNAMON, LORRAINE	\$275.60
74357	10/04/2013 Invoice 26-25774	Open	Date 09/20/2013	Description Temp Maint Worker, PW	LABORMAX STAFFING	\$384.83
74358	10/04/2013 Invoice 2014-00000234	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	LAMB, RAVI KEN	\$432.90
74359	10/04/2013 Invoice 2014-00000225	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	LANCASTER, HELEN	\$343.20
74360	10/04/2013 Invoice 2014-00000226	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	MAC LAUGHLIN, DAWN	\$266.50
74361	10/04/2013 Invoice 2014-00000227	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	MARRUJO, SANDY	\$464.10
74362	10/04/2013 Invoice 2014-00000228	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	MCCUTCHEN, SUELLEN	\$286.00
74363	10/04/2013 Invoice 2014-00000229	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	MCLAUGHLIN, MARY	\$1,385.80
74364	10/04/2013 Invoice 353967	Open	Date 09/04/2013	Description Auto parts, fleet	MID-COUNTY AUTO SUPPLY	\$37.44
74365	10/04/2013 Invoice 2014-00000230	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	MILES, MITCHELL	\$719.55
74366	10/04/2013 Invoice 2014-00000231	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	MITCHELL, JEANI	\$481.65
74367	10/04/2013 Invoice 15	Open	Date 10/01/2013	Description Sep 2013 Contract Inspection Services	MORRISON, EDWARD	\$2,500.00

City Checks Issued 10/4/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74368	10/04/2013	Open			ORCHARD SUPPLY HARDWARE	\$903.02
	Invoice		Date	Description		Amount
	6013-9879238		09/09/2013	Manure fork		\$21.74
	6007-3527665		09/12/2013	Batteries		\$28.24
	6005-193695		09/12/2013	Tape measure		\$10.86
	6007-3527899		09/13/2013	Hoses		\$51.07
	6009-3171423		09/13/2013	Irrigation supplies		\$2.79
	6012-4793445		09/16/2013	Staple gun		\$31.52
	6012-4793494		09/17/2013	Memorial plaque supplies		\$41.24
	6012-4793548		09/17/2013	Misc.		\$62.48
	6014-6128005		09/17/2013	Sand - palm trees		\$24.32
	6009-192145		09/17/2013	Level & punches		\$20.63
	6007-5658618		09/17/2013	Hose		\$34.78
	6007-5658619		09/17/2013	Sand		\$121.58
	6005-6004054		09/18/2013	Tools for Steve		\$213.77
	6012-4793846		09/18/2013	Misc.		\$21.73
	6014-2438637		09/20/2013	Paint supplies - VIP's		\$59.65
	6012-4793966		09/19/2013	Supplies for Community Center		\$24.19
	6007-8099616		09/24/2013	Cleaning Supplies, Fleet		\$16.05
	6007-2438940		09/19/2013	Small Tools, Fleet		\$15.58
	6007-4769037		09/20/2013	Shop Supplies, Fleet		\$48.77
	6007-2438779		09/18/2013	Shop Supplies, Fleet		\$52.03
				Fund 1000, Gen Fund=\$810.71		
				Fund 1311, Wharf Fund=\$92.31		
74369	10/04/2013	Open			PALACE ART & OFFICE SUPPLIES	\$877.45
	Invoice		Date	Description		Amount
	229998		09/18/2013	Treasurer Nameplate		\$11.96
	230913		09/19/2013	Office Supplies, City Hall		\$44.04
	230401		09/17/2013	Office supplies-PD		\$109.96
	229884		09/13/2013	Office supplies-PD		\$93.31
	230526		09/18/2013	Office supplies-PD		\$64.34
	20117		09/18/2013	Chair, Corp Yd		\$390.20
	232526		09/30/2013	Office Supplies, City Hall		\$9.29
	232403		09/27/2013	Office Supplies, City Hall		\$154.35
				Fund 1000, Gen Fund=\$657.81		
				Fund 2210, Stores=\$219.64		
74370	10/04/2013	Open			PAPE MACHINERY	\$1,003.84
	Invoice		Date	Description		Amount
	8686343		09/12/2013	Parts for John Deere Loader		\$410.20
	8686331		09/12/2013	Parts for John Deere Loader		\$593.64
74371	10/04/2013	Open			PITNEY BOWES INC.	\$2,019.99
	Invoice		Date	Description		Amount
	20130913		09/19/2013	Postage Meter Refill, City Hall		\$2,019.99
				Fund 2210, Stores		
74372	10/04/2013	Open			PORTER, ANDREW	\$343.20
	Invoice		Date	Description		Amount
	2014-00000232		09/30/2013	Early Fall Instructor Payments 2013		\$343.20

City Checks Issued 10/4/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74373	10/04/2013 Invoice 2014-00000233	Open	Date 09/30/2013	Description Early Fall Instructor Payments 2013	POT, TRENISE	\$935.35
74374	10/04/2013 Invoice 113000099270	Open	Date 09/16/2013	Description Newspaper, Corp Yd	SANTA CRUZ SENTINEL	\$221.00
74375	10/04/2013 Invoice 400111270 4000109706	Open	Date 09/24/2013 08/30/2013	Description August 2013 service calls August 2013 routine maintenance Fund 1310, Gas Tax	SIEMENS INDUSTRY INC.	\$954.85
74376	10/04/2013 Invoice 20130925	Open	Date 09/27/2013	Description Reimb Travel Exp	SLOMA, CLIFF	\$162.82
74377	10/04/2013 Invoice 09162013	Open	Date 09/16/2013	Description Paint Jade St baseball shed	SMITH, BRET	\$1,850.00
74378	10/04/2013 Invoice 2014-00000207	Open	Date 09/20/2013	Description Semi-monthly water use	SOQUEL CREEK WATER DISTRICT	\$7,701.25
74379	10/04/2013 Invoice 9244233727	Open	Date 09/19/2013	Description Monitor Fund 2211, IT	STAPLES	\$553.77
74380	10/04/2013 Invoice 954791353	Open	Date 08/31/2013	Description Shipping-PD	UNITED PARCEL SERVICE	\$5.89
74381	10/04/2013 Invoice UPEC-Sep2013	Open	Date 10/03/2013	Description Union Dues, Sep 2013, Employee Funded	UPEC LIUNA LOCAL 792	\$1,053.00
74382	10/04/2013 Invoice PARS10-4-13	Open	Date 10/03/2013	Description Retirement Contr, Employee Funded	US Bank Institutional Trust-Western Reg	\$305.76
74383	10/04/2013 Invoice 42082 42146	Open	Date 09/26/2013 09/30/2013	Description prints Prints, Kings Plaza Theater Fund 1000, Gen Fund=\$19.53 Fund 2210, Stores=\$42.86	WATSONVILLE BLUEPRINT	\$62.39
74384	10/04/2013 Invoice 66285178	Open	Date 09/05/2013	Description Large first aid kit for PD	ZEE MEDICAL SERVICE CO.	\$338.41

City Checks Issued 10/4/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74385	10/04/2013 Invoice 14133874	Open	Date 09/27/2013	Description Refund citation 14133874	Delarosa, Rosalie	\$10.00 \$10.00
74386	10/04/2013 Invoice 2014-00000239	Open	Date 10/02/2013	Description Sarah Ryan POST Oct 7-11	Hilton Garden Inn	\$362.40 \$362.40
74387	10/04/2013 Invoice 2014-00000235	Open	Date 10/01/2013	Description Canceled league	Management, RDS	\$250.00 \$250.00
74388	10/04/2013 Invoice 2014-00000236	Open	Date 10/01/2013	Description Canceled league	Thompson, Jamie	\$74.00 \$74.00
74389	10/04/2013 Invoice 2014-00000237	Open	Date 10/01/2013	Description Canceled class	Zheng, Xiaojuan	\$84.00 \$84.00
74390	10/04/2013 Invoice Oct2013	Open	Date 10/04/2013	Description Oct2013 Long Term Disability, POA	CALIFORNIA LAW ENFORCEMENT AS	\$514.50 \$514.50
Type Check Totals:				Count	71	TOTAL \$60,519.93

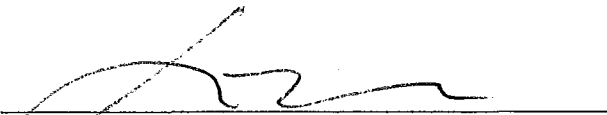
Checks dated 10/11/13 numbered 74391 to 74445 plus one eft for a total of \$159,352.86 have been reviewed and authorized for distribution by the City Manager.

As of 10/11/13 the unaudited cash balance is \$2,472,829

CASH POSITION - CITY OF CAPITOLA 10/11/13

	<u>Net Balance</u>
General Fund	\$ 749,078
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 195,275
Self Insurance Liability Fund	\$ 143,414
Stores Fund	\$ (7,866)
Information Technology Fund	\$ 41,253
Equipment Replacement	\$ 106,499
Compensated Absences Fund	\$ 22,530
TOTAL UNASSIGNED GENERAL FUNDS	\$ 2,472,829

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



 Jamie Goldstein, City Manager

10/11/2013

 Date

 Christine McBroom, City Treasurer

 Date

City Checks Issued 10/11/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74391	10/11/2013 Invoice 13605	Open	Date 09/01/2013	Description FY12/13 Red Light Citations	AMERICAN TRAFFIC SOLUTIONS, INC.	\$39,815.42
74392	10/11/2013 Invoice 230099-2014	Open	Date 09/19/2013	Description 2014 Membership Dues, Jesberg	ASCE/AMER SOCIETY OF CIVIL ENG	\$320.00
74393	10/11/2013 Invoice 4702039 4702039z	Voided	Payment made previ Date 09/13/2013 09/13/2013	10/11/2013 Description Acct No 4369510386356 Radio Circuit, PD	AT&T/CALNET 2	\$0.00
74394	10/11/2013 Invoice 40296	Open	Date 09/22/2013	Description Meter Reading, Wharf Fund 1311, Wharf Fund	AUTOMATION TEST ASSOCIATES	\$25.00
74395	10/11/2013 Invoice 2398	Open	Date 09/30/2013	Description Final Invoice, Pac Cove Relocation Service Fund 1420, Pac Cove	AUTOTEMP INC.	\$300.00
74396	10/11/2013 Invoice 292673	Open	Date 09/16/2013	Description Belt	B & B SMALL ENGINE REPAIR	\$9.10
74397	10/11/2013 Invoice 24236011	Open	Date 10/01/2013	Description Brochure printing, Rec	CASEY PRINTING	\$3,757.05
74398	10/11/2013 Invoice 2014-00000240	Open	Date 10/08/2013	Description Early Fall Instructor Payments-Round 2	CHARLEBOIS, FREDERIC	\$119.85
74399	10/11/2013 Invoice 225381-Sep-Oct13	Open	Date 09/25/2013	Description Internet Access, NB Circuit Fund 2211, IT	Charter Communications	\$231.72
74400	10/11/2013 Invoice 1240	Open	Date 09/16/2013	Description SCC Yellow Pages Recycle Guide	CITY OF SCOTTS VALLEY	\$975.00
74401	10/11/2013 Invoice 12131 & 1236	Open	Date 09/30/2013	Description Professional Services 9/1-9/30/13	COASTAL WATERSHED COUNCIL	\$5,037.20
74402	10/11/2013 Invoice 1257	Open	Date 09/30/2013	Description Tree Service, Pac Cove Area	COMMUNITY TREE SERVICE & DUMPS	\$1,100.00

City Checks Issued 10/11/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74403	10/11/2013 Invoice 386271	Open	Date 08/28/2013	Description Movie Rental, Movies at the Beach	CRITERION PICTURES USA INC.	\$320.00
74404	10/11/2013 Invoice 19584733	Open	Date 09/21/2013	Description Acct 371362, Copier Lease Fund 2210, Stores	DE LAGE LANDEN FINANCIAL SVCS	\$335.61
74405	10/11/2013 Invoice 51818	Open	Date 07/31/2013	Description Professional Services 7/1-7/31/13 Fund 1313, General Plan	DESIGN, COMMUNITY & ENVIRONMEN	\$22,044.71
74406	10/11/2013 Invoice 312115	Open	Date 09/16/2013	Description Tow	DOGHERRA'S INC.	\$204.00
74407	10/11/2013 Invoice CASAT21995	Open	Date 09/19/2013	Description Auto Parts, PW Utility Trailer	FASTENAL COMPANY	\$24.63
74408	10/11/2013 Invoice 27	Open	Date 10/07/2013	Description BIA Marketing Services Fund 1321, BIA	FERRASCI-HARP, AMY	\$775.00
74409	10/11/2013 Invoice 2014-00000242	Open	Date 10/08/2013	Description Early Fall Instructor Payments-Round 2	FITZGERALD, AIMEE	\$18.85
74410	10/11/2013 Invoice 13-893653 13-893664	Open	Date 09/27/2013 09/27/2013	Description 503 Gal Ethanol 175 Gal Diesel	FLYERS ENERGY, LLC	\$2,643.79
74411	10/11/2013 Invoice 105308	Open	Date 10/04/2013	Description HVAC maintenance	Geo. H. Wilson, Inc.	\$285.00
74412	10/11/2013 Invoice 19729	Open	Date 09/24/2013	Description FY12/13 CAFR Statistical Reports Pkg	HdL. Coren & Cone	\$595.00
74413	10/11/2013 Invoice S148897	Open	Date 09/30/2013	Description Hope Services FY 13/14	HOPE REHABILITATION SERVICES	\$875.00
74414	10/11/2013 Invoice 100113	Open	Date 10/01/2013	Description Consulting Arborists Services	JAMES P ALLEN & ASSOC	\$270.00

City Checks Issued 10/11/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74415	10/11/2013	Open			KBA Docusys	\$41.14
	Invoice		Date	Description		Amount
	219286		10/01/2013	Contract C12683-01, Acct No. CO12		\$28.19
	INV219147		10/01/2013	Copier Expense		\$12.95
74416	10/11/2013	Open			KRAFT'S BODY SHOP	\$882.16
	Invoice		Date	Description		Amount
	32134		09/24/2013	Body Repair, 2008 Crown Vic		\$882.16
74417	10/11/2013	Open			LAMMAM, ELIAS	\$312.00
	Invoice		Date	Description		Amount
	2014-00000243		10/08/2013	Early Fall Instructor Payments-Round 2		\$312.00
74418	10/11/2013	Open			LIUNA PENSION FUND	\$580.80
	Invoice		Date	Description		Amount
	Sep2013		09/19/2013	Sep 2013 Dues, Employee Funded		\$580.80
74419	10/11/2013	Open			MID-COUNTY AUTO SUPPLY	\$274.72
	Invoice		Date	Description		Amount
	354688		09/11/2013	Fuel Line, CSO1		\$11.25
	354655		09/11/2013	Fuel Line, CSO1		\$5.26
	355272		09/16/2013	Auto Parts, Mazda PU		\$134.97
	355354		09/17/2013	Auto Parts, Mazda PU		\$111.30
	355258		09/16/2013	Auto Parts, Parks		\$11.94
74420	10/11/2013	Open			MONTEREY BAY AREA SELF INS AUTI	\$242.80
	Invoice		Date	Description		Amount
	MBA12-0810B-4		09/13/2013	Liab Claim Payment, Leonard Fund 2213, Self Ins Liability		\$242.80
74421	10/11/2013	Open			MONTEREY BAY AREA SELF INS AUTI	\$63.60
	Invoice		Date	Description		Amount
	MBA11-1229-6		09/13/2013	Liab Ins Claim Payment, Jimenez Fund 2213, Self Ins Liability		\$63.60
74422	10/11/2013	Open			MONTEREY BAY AREA SELF INS AUTI	\$75.45
	Invoice		Date	Description		Amount
	2014-00000244		09/19/2013	MBASIA Misc Legal Fund 2213, Self Ins Liability		\$75.45
74423	10/11/2013	Open			NORTH BAY FORD	\$160.08
	Invoice		Date	Description		Amount
	237547		09/25/2013	Window Switch, PD 072		\$78.52
	237569		09/25/2013	Regulator, PD 072		\$81.56
74424	10/11/2013	Open			OLIVE SPRINGS QUARRY, INC.	\$16.57
	Invoice		Date	Description		Amount
	89915		09/30/2013	3/4 CIs base		\$16.57

City Checks Issued 10/11/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74425	10/11/2013	Open			ORCHARD SUPPLY HARDWARE	\$347.13
	Invoice		Date	Description		Amount
	6007-4769056		09/20/2013	Misc.		\$13.03
	6012-4794966		09/23/2013	Plumbing supplies		\$9.75
	6007-9870712		09/30/2013	Primer		\$42.93
	6012-4155921		09/27/2013	Small Tools, Fleet		\$67.35
	4151935		08/24/2013	Paint		\$15.23
	4796742		10/01/2013	Misc.		\$16.83
	6121056		10/01/2013	Paint supplies		\$21.73
	4797233		10/03/2013	Paint supplies - shed		\$122.80
	4797329		10/03/2013	Bolts		\$13.03
	4157394		10/04/2013	Paint - floating dock brackets		\$8.70
	4157420		10/04/2013	Misc.		\$15.75
74426	10/11/2013	Open			PALACE ART & OFFICE SUPPLIES	\$414.43
	Invoice		Date	Description		Amount
	231218		09/23/2013	Office Supplies, City Hall		\$44.53
	231520		09/24/2013	Office Supplies, City Hall		\$172.80
	8947051		09/25/2013	Misc Supplies, Art & Cultural Comm		\$14.49
	233679-0		10/07/2013	Office Supplies		\$161.32
	233865		10/08/2013	Office Supplies, City Hall		\$21.29
				Fund 2210, Stores		
74427	10/11/2013	Open			PAPE MACHINERY	\$1,739.81
	Invoice		Date	Description		Amount
	8699284		09/21/2013	Hoses, John Deere Loader		\$1,574.76
	8690761		09/16/2013	Fittings, John Deere Loader		\$163.92
	8700201		09/23/2013	O-Ring, John Deere Loader		\$1.13
74428	10/11/2013	Open			PERRY, FRANK	\$137.44
	Invoice		Date	Description		Amount
	20130210		10/02/2013	Printing Reimbursement		\$137.44
74429	10/11/2013	Open			PHANTON, FRANK	\$6,523.00
	Invoice		Date	Description		Amount
	20130922		09/22/2013	Remodel Pac Cove Modular & Restroom		\$6,523.00
74430	10/11/2013	Open			PITNEY BOWES INC.	\$797.50
	Invoice		Date	Description		Amount
	621830		10/01/2013	Postage Meter Maintenance		\$588.70
	556774		10/03/2013	Postage Meter Rental		\$208.80
				Fund 2210, Stores		
74431	10/11/2013	Open			PORT SUPPLY	\$205.43
	Invoice		Date	Description		Amount
	4648		08/29/2013	Maint Supplies		\$205.43
74432	10/11/2013	Open			ROYAL WHOLESALE ELECTRIC	\$27.73
	Invoice		Date	Description		Amount
	7719-574359		09/10/2013	Cable ties		\$27.73

City Checks Issued 10/11/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74433	10/11/2013 Invoice 140027	Open	Date 09/19/2013	Description Fingerprinting, VIPS Foster & Rubacalva	SCC OFFICE OF EDUCATION	\$55.00
74434	10/11/2013 Invoice Aug-Sep2013	Open	Date 09/24/2013	Description WATER BILLS FOR STREET MEDIANS	SANTA CRUZ MUNICIPAL UTILITIES	\$744.50
74435	10/11/2013 Invoice 9700855810	Open	Date 09/26/2013	Description USB Flash Drives Fund 2211, IT	STAPLES	\$108.64
74436	10/11/2013 Invoice 100813	Open	Date 10/08/2013	Description Photographs-Christine McBroom	THALER, SHMUEL	\$146.81
74437	10/11/2013 Invoice 19244	Open	Date 10/01/2013	Description Oct Admin Fee, Cafeterian Plan	TLC ADMINISTRATORS, INC.	\$175.00
74438	10/11/2013 Invoice 93030-Oct13	Open	Date 10/01/2013	Description Oct2013 Dental and Vision Ins. Employee Funded	TLC ADMINISTRATORS, INC.	\$8,975.03
74439	10/11/2013 Invoice 954791393	Open	Date 09/28/2013	Description Shipping-PD	UNITED PARCEL SERVICE	\$6.96
74440	10/11/2013 Invoice 237480926 237480785	Open	Date 09/23/2013 09/21/2013	Description Contract 500-0296803-000, Canon IR2525 Contract 500-0332356-000, Canon IR1750 Fund 1000, Gen Fund=\$98.97 Fund 2211, IT=\$80.48	US BANCORP EQUIPMENT FINANCE, I	\$179.45
74441	10/11/2013 Invoice 20130926	Open	Date 10/07/2013	Description Reimb Travel Exp for Training Class	VanSon, Brian	\$302.84
74442	10/11/2013 Invoice 2014-00000241	Open	Date 10/08/2013	Description Early Fall Instructor Payments-Round 2	ZIMMERMAN, CINDY	\$312.00
74443	10/11/2013 Invoice 2014-00000063	Open	Date 07/19/2013	Description Replace Lost Jr Leader Check, Rec	Riordan, Ashleigh	\$56.00
74444	10/11/2013 Invoice 2014-00000116	Open	Date 08/03/2013	Description Replace Lost Jr Leader Check, Rec	Riordan, Ashleigh	\$32.00

City Checks Issued 10/11/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74445	10/11/2013	Open			AT&T/CALNET 2	\$200.43
	Invoice		Date	Description		Amount
	4702039		09/13/2013	Acct No 4369510386356		\$200.43
				Fund 2211, IT		
351435	10/08/2013	Open			CalPERS Health Insurance	\$55,134.48
	Invoice		Date	Description		Amount
	14119356		09/19/2013	Health Ins Premium, Oct 2013		\$55,134.48
				Employee Funded		
Type Check Totals:			Count	56	TOTAL	\$159,352.86

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CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: OFFICE OF THE CITY CLERK

SUBJECT: CONSIDER AN ORDINANCE AMENDING CHAPTER 13.02 WATER
CONSERVATION PLUMBING FIXTURE RETROFIT REQUIREMENTS

RECOMMENDED ACTION: Adopt the proposed Ordinance amending Chapter 13.02 of the municipal code pertaining to Water Conservation Plumbing Fixture Retrofit Requirements [2nd Reading].

BACKGROUND: The draft Ordinance amending Chapter 13.02 presented for a second reading.

DISCUSSION: The City Council approved the first reading of this Ordinance at the Council meeting held on October 10, 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: _____

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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAPITOLA AMENDING CHAPTER 13.02 OF THE
CAPITOLA MUNICIPAL CODE SPECIFYING WATER CONSERVATION PLUMBING FIXTURE
RETROFIT REQUIREMENTS

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

Section 1: Chapter 13.02 of the Capitola Municipal Code is hereby amended to read as follows:

Chapter 13.02 WATER CONSERVATION PLUMBING FIXTURE RETROFIT REQUIREMENTS

Sections:

- 13.02.010 Purpose.
- 13.02.020 Application of regulations.
- 13.02.030 Definitions.
- 13.02.040 Retrofit requirements upon sale of real property.
- 13.02.050 Exemptions.
- 13.02.060 Verification of compliance.
- 13.02.070 Persons authorized to perform plumbing fixture inspections.
- 13.02.080 Option to transfer responsibility for retrofitting.
- 13.02.090 Penalties for violation and enforcement.
- 13.02.100 Civil remedy.
- 13.02.110 Historic structure exemption.

13.02.010 Purpose.

The purpose of this chapter is to reduce long-term demand for potable water within the city in order to ensure a reliable and adequate public water supply by establishing water efficiency standards for interior plumbing fixtures when changes in ownership of real property occur. (Ord. 856 § 1, 2003)

13.02.020 Application of regulations.

The provisions of this chapter shall apply to all residential, commercial, and industrial buildings served by the City of Santa Cruz Water Department and the Soquel Creek Water District that use water in showers, toilets, and urinals whenever the title to real property is conveyed from the seller to the buyer, for consideration, by means of a grant deed. (Ord. 856 § 1, 2003)

13.02.030 Definitions.

For the purpose of this chapter, the following words shall have the meanings set forth below:

A. "Buyer" means the person, persons, or entity to whom the title to real property is conveyed.

B. "Department." For persons served by the City of Santa Cruz Water Department, the term "department" shall refer to the City of Santa Cruz Water Department. For persons served by the Soquel Creek Water District, the term "department" shall refer to the Soquel Creek Water District.

C. "Director." For persons served by the City of Santa Cruz Water Department, the term "director" shall refer to the director of the City of Santa Cruz Water Department. For persons served by the Soquel Creek Water District, the term "director" shall refer to the general manager of the Soquel Creek Water District.

D. High efficiency plumbing fixtures" means any fixture which is designated as an USEPA WaterSense fixture; or any showerhead rated to use a maximum of 2.0 (two) gallons of water per minute, any high efficiency toilet rated to use a maximum of 1.28 (one and twenty eight

Item #: 9.C. Attach 1.pdf

Water Conservation Plumbing Fixture Retrofit Requirements Draft Ordinance

hundredths) gallons of water per flush, and any urinal and associated flush valve rated to use a maximum of 0.5 (one half) gallon of water per flush.

E. "Retrofit" means the replacement of conventional plumbing fixtures with high efficiency plumbing fixtures. Pre-existing toilets that use not more than 1.6 (one and six tenths) gallons per flush shall be considered to meet the requirements of this code.

F. "Seller" means the owner of real property prior to the time of sale.

G. "Time of sale" means the date of the recording of the deed transferring legal title to real property to implement a sale of the property.

H. "Transfer of responsibility to retrofit form" means a form provided by the director which certifies that the seller and buyer mutually agree that the responsibility for compliance with the retrofit requirements in this chapter is assumed by the buyer.

I. "Water conservation certificate" means a form provided by the director certifying compliance with the plumbing fixture requirements specified by this chapter. (Ord. 856 § 1, 2003)

13.02.040 Retrofit requirements upon sale of real property.

A. When Required. All existing residential, commercial, and industrial buildings shall, at the time of sale, be retrofitted, if not already so, exclusively with high efficiency plumbing fixtures.

B. Responsibilities of Seller. The seller shall be responsible for complying with the requirements of this chapter and for obtaining a water conservation certificate in accordance with Section 13.02.060 before the time of sale.

C. Disclosure of Retrofit Requirement. The seller and/or the seller's real estate agent or broker, under the California Real Estate Transfer Disclosure Statement requirements made pursuant to Section 1102.6a of the California Civil Code, shall give a written statement to the prospective buyer of the requirements of this chapter as soon as practicable prior to the transfer of title. The statement shall be either included in the receipt for deposit in a real estate transaction, an addendum to the real estate transfer disclosure statement, or a separate document. A signed copy of the water conservation certificate and the statement of retrofit requirements shall be included in the transfer documentation. (Ord. 856 § 1, 2003)

13.02.050 Exemptions.

The director may grant an exemption to the provisions of this chapter to any person only if the director determines that the unique configuration of a building drainage system or portions of a public sewer, or both, are incompatible with high efficiency toilet specifications and require a greater quantity of water to flush the system in a manner that is consistent with public health. The director shall require sufficient evidence or proof be submitted to substantiate any exemption. (Ord. 856 § 1, 2003)

13.02.060 Verification of compliance.

A. Upon retrofitting with high efficiency plumbing fixtures, prior to time of sale, the seller shall verify compliance by one of the following methods:

1. Physical inspection of the building by the director or other person authorized by the director to perform an on-site property inspection and to certify that the plumbing fixture requirements specified in this chapter have been satisfied;

2. Participation in an available toilet rebate program, where documentation of an inspection demonstrates that the retrofit requirements of this chapter have been satisfied;

3. Documentation that all structures which include plumbing fixtures on the property changing ownership were constructed or renovated in 1994 or later.

B. Once compliance with the requirements of this chapter has been verified, a water conservation certificate will be issued to the seller within two business days.

Water Conservation Plumbing Fixture Retrofit Requirements Draft Ordinance

C. The director may waive re-inspection and/or further proof of retrofit when a property already certified undergoes a subsequent sale. Water conservation certificates shall be maintained on file at the department in order to provide future verification that high efficiency plumbing fixtures have been installed. (Ord. 856 § 1, 2003)

13.02.070 Persons authorized to perform plumbing fixture inspections.

The following persons shall be authorized to perform an inspection of plumbing fixtures for the purpose of verifying compliance with the provisions of this chapter:

- A. Employees of the department assigned by the director.
- B. Plumbing contractors who hold a valid contractor's license issued by the state of California, and all A or B licensed contractors qualified to review plumbing fixtures.
- C. Other persons approved by the director to perform plumbing fixture inspections. (Ord. 856 § 1, 2003)

13.02.080 Option to transfer responsibility for retrofitting.

Before the time of sale, the seller and buyer of any property may mutually agree to transfer responsibility for compliance with this chapter to the buyer. In the event the buyer agrees to assume responsibility for retrofitting, the buyer shall complete the retrofit within ninety calendar days from the date of the sale. Before the time of sale, the seller and buyer shall complete the following procedures:

- A. The seller shall request from the department a transfer of responsibility to retrofit form. Both the seller and buyer shall sign the form certifying that the buyer has assumed responsibility for the retrofit.
- B. The seller shall file the signed transfer of responsibility to retrofit form with the department and include it in the real estate transfer documentation in lieu of the water conservation certificate.
- C. Upon completing the retrofit, the buyer shall contact the department to verify compliance. A water conservation certificate shall be issued to the buyer upon verification of compliance in accordance with Section 13.02.060. (Ord. 856 § 1, 2003)

13.02.090 Penalties for violation and enforcement.

A. Violation. It is unlawful for any person, firm, partnership, association, or corporation to fail to comply with the retrofit requirements of this chapter, or to alter or replace high efficiency plumbing fixtures required by this chapter with other than high efficiency plumbing fixtures. Violation of the provisions of this chapter shall constitute an infraction.

B. Notice of Correction. Whenever the director determines that there is a property where high efficiency plumbing fixtures have not been installed as required by this chapter or where such fixtures have been removed since initial installation and replaced with other than high efficiency plumbing fixtures, the director may serve a notice of correction on the owner(s) of the property on which the violation is situated and any other person responsible for the violation. The owner of record shall have ninety days to take corrective action. If corrective action is not taken within said ninety-day period the director may record a notice of violation in accordance with the administrative procedures for doing so set forth in this code.

C. Administrative Enforcement. In addition to any other remedy provided by this code, any provision of this ordinance may be enforced by an administrative order issued pursuant to any one of the administrative processes set forth in this code.

D. Persons Liable. No liability shall arise, nor shall any action be brought or maintained against, any agent of any party to a transfer of title, including any person or entity acting in the capacity of escrow officer, for any error, inaccuracy, or omission relating to compliance with this chapter. However, this section does not apply to a licensee, as defined in Section 10011 of the California Business and Professions Code, where the licensee participates in the making of the

Item #: 9.C. Attach 1.pdf

Water Conservation Plumbing Fixture Retrofit Requirements Draft Ordinance

disclosure required to be made pursuant to this chapter with actual knowledge of the falsity of the disclosure. Except as otherwise provided in this chapter, this section shall not be deemed to create or imply a duty upon a licensee, as defined in Section 10011 of the California Business and Professions Code, or upon any agent of any party to a transfer of title, including any person or entity acting in the capacity of an escrow officer, to monitor or ensure compliance with this chapter, or to notify any person of requirements to comply with this chapter.

E. A transfer of title is not invalidated on the basis of failure to comply with this chapter. (Ord. 856 § 1, 2003)

13.02.100 Civil remedy.

If the seller fails to comply with the retrofit requirements, the buyer shall install the high efficiency plumbing fixtures within ninety days from the time of sale. Any seller who fails to comply with the requirements of this chapter is liable to the buyer in the amount of two hundred fifty dollars for each fixture that does not comply with this chapter at the time of sale, or the actual costs of the buyer to comply with this chapter, whichever amounts are greater. (Ord. 856 § 1 (part), 2003)

13.02.110 Historic structure exemption.

Structures which are considered architecturally significant and which are listed as such in a recognized federal, state or local historic registry or in the city's general plan are exempt from the requirements of this chapter when both of the following circumstances exist: authentic historic plumbing fixtures are presently in place in the structure; and the plumbing fixtures cannot be replaced by matching high efficiency fixtures. (Ord. 856 § 1, 2003)

Section 2: 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 10th day of October, 2013, and was passed and adopted by the City Council of the City of Capitola on the 24th day of October 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Stephanie Harlan, Mayor

ATTEST:

_____, CMC
Susan Sneddon, City Clerk



CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 10, 2013

FROM: CITY CLERK'S OFFICE
SUBJECT: RE-ESTABLISHING THE CITY'S COMMISSION ON THE ENVIRONMENT.

RECOMMENDED ACTION: Adopt a Resolution repealing Resolution No. 3424 and re-establishing the Capitola Commission on the Environment (COE).

BACKGROUND/DISCUSSION: At the January 24, 2013 meeting, the City Council considered options regarding the organizational structure of the COE and placed the COE on hiatus for a period of six months to one year. At the September 26, 2013, City Council meeting staff provided a report regarding the COE, and Council received a presentation from Kristin Sullivan, COE Chair, regarding a proposed COE Restructuring Plan. The City Council directed staff to meet with Ms. Sullivan to discuss the Restructuring Plan and to agendize the adoption of a Resolution repealing the current Resolution establishing the COE and re-establishing the COE with new membership and operating direction (Attachment 2).

The City will provide staff support to the COE as assigned by the City Manager. The assigned staff will be responsible for assisting the COE through the preparation of agendas and meeting minutes, compilation of material for discussion at meetings and follow-up as necessary.

Upon adoption of the draft Resolution staff will advertise for openings on the COE. City Council will consider appointments to the COE at its regularly scheduled meeting on December 12, 2013, along with other appointments to various City Boards, Commissions and Committees.

FISCAL IMPACTS: It is estimated that the COE will require approximately 6 hours/month of staffing services.

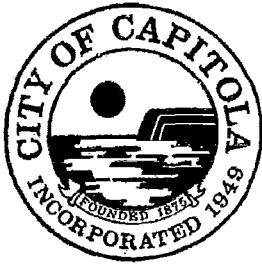
ATTACHMENTS:

1. September 26, 2013, City Council staff report;
2. September 26, 2013, City Council minute excerpt;
3. Draft Resolution

Report Prepared By: Susan Sneddon, CMC
City Clerk

Reviewed and Forwarded
By City Manager

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CITY COUNCIL AGENDA REPORT

MEETING OF SEPTEMBER 26, 2013

FROM: CITY CLERK'S OFFICE

SUBJECT: DISCUSSION REGARDING THE COMMISSION ON THE ENVIRONMENT

RECOMMENDED ACTION: Receive a report regarding the Capitola Commission on the Environment (COE) and provide direction.

BACKGROUND/DISCUSSION: The COE was established by the City in 2005 [Attachment 1]. The purpose of the COE was to provide advice and recommendations to the City Council on policy matters relating to the City of Capitola's environmental assets, but limited to topics that are not under the jurisdictions of existing committees or commissions.

At the January 24, 2013 meeting, the City Council considered options for the organizational structure of the COE and placed the COE on hiatus for a period of six months to one year. At that time, City Council encouraged the COE members and citizens to meet privately to draft a COE Restructuring Plan, to consider if the COE should continue as a standing committee subject to the Brown Act, or if the COE should transition to a non-City Blue Ribbon Environmental Task Force established to report to the City Council. Kristin Sullivan, COE Chair, met with other COE members (past & present), and various Council Members to obtain COE restructuring ideas. Attached is the June 11, 2013, correspondence from Ms. Sullivan along with her draft COE Restructuring Plan [Attachment 2].

Currently, the COE has five of the nine COE voting seats filled.

Council Representative:	Dennis Norton
Planning Commission Rep	TJ Welch
Council Member Appointees:	Kristin Sullivan (Harlan) <i>Vacant</i> (Storey) <i>Vacant</i> (Bottorf) <i>Vacant</i> (Termini)
Two At Large Members	Elisabeth Russell <i>Vacant</i>
Youth Member	Madeline Marlatt
Two Ex-Officio Members	Steven Peters, Water Quality Specialist, County of Santa Cruz Environmental Health Service John Ricker, Water Resources Program Coordinator, County of Santa Cruz Environmental Health Service

Fiscal Impacts:

As with any City Committee, should the Council reestablish the COE, it will require staff support. Currently CDD has two full time staff members and is engaged in a number of high profile projects, including the General Plan update. Based on the estimate provided by Ms. Sullivan (Attachment 2) the COE will require approximately 6 hours/month of staffing services.

Attachments:

1. Resolution No. 3424 forming the Commission on the Environment;
2. Draft COE Restructuring Plan;
3. January 24, 2013, City Council minute excerpt.

Report Prepared By: Susan Sneddon, CMC
City Clerk

Reviewed and Forwarded
By City Manager: 

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COPY

RESOLUTION NO. 3424

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
ESTABLISHING THE CAPITOLA COMMISSION ON THE ENVIRONMENT**

WHEREAS, the City of Capitola benefits substantially from numerous and significant environmental influences, some of which include Soquel Creek, the ocean and Capitola Beach, and associated riparian and special habitat areas; and

WHEREAS, protection and enhancement of these environmental influences maintains and increases a quality of life in the City of Capitola that is beneficial to all; and

WHEREAS, the City Council of the City of Capitola desires to receive advice and recommendations on matters of an environmental concern from a special commission comprised of individuals living within the City; and

WHEREAS, it is the desire of the City Council to establish such a commission and to provide for its regular time and place of meeting and staff.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA as follows:

- Section 1. The commission shall be called the City of Capitola Commission on the Environment (COE) and is hereby established.
- Section 2. The purpose of the COE is to provide advice and recommendations to the City Council on policy matters relating to the sustenance and benefit of the City of Capitola environmental assets, but limited to topics that are not under the jurisdictions of existing committees or commissions. The Commission will also, from time to time, consider any such matters referred to it by the City Council or the City Manager.
- Section 3. The COE shall be comprised of the following members: The Mayor, an appointee of the Mayor, an appointee of every other Council Member, and an appointee of the Planning Commission.
- Section 4. The regular meetings of the COE will be held at a minimum, four times per year, with meeting dates and times to be determined by the commission.
- Section 5. The City will provide staff support to the COE as assigned by the City Manager. The assigned staff will be primarily responsible for ensuring support, to include preparation of agendas and minutes, compilation of material for discussion at commission meetings and follow-up as necessary.

Item #: 10.A. Attach 1.pdf

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RESOLUTION NO. 3424

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Capitola on the 13th day of January, 2005, by the following vote:

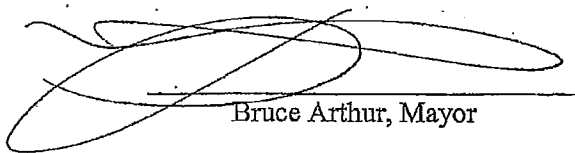
AYES: Council Members Termini, Norton, Harlan, Nicol, and Mayor Arthur

NOES: None

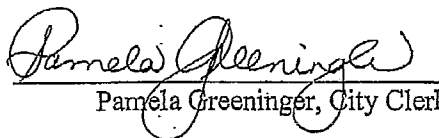
ABSENT: None

ABSTAIN: None

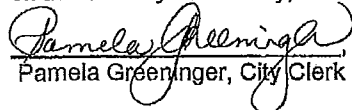
DISQUALIFIED: None


Bruce Arthur, Mayor

ATTEST:

 CMC
Pamela Greeninger, City Clerk

This is to certify that the above and foregoing is a true and correct copy of Resolution No. 3424 passed and adopted by the Capitola City Council on the 13th day of January, 2005.

 CMC
Pamela Greeninger, City Clerk

11 June 2013

Hello and Good Day to our City Manager and City Council Members,

As you know, the Capitola Commission on the Environment (COE) was placed on hiatus for the last six months in order to plan for our restructuring to improve the COE's effectiveness and efficiency. During the last six months I have met with fellow commissioners, past commissioners, and some City Council members to brainstorm on the restructuring of the COE.

Page 2 details our plan for restructuring. Page 3 is an attachment detailing the importance of the COE and its accomplishments. I am proud of our COE's accomplishments and look forward to our current plan.

We would like to see this item, on COE restructuring, placed on the next City Council agenda (June 27, 2013 meeting). I am hopeful that the COE will be able to reconvene in July 2013.

Thank you very much for your time. If you have any questions or need any more information, I can be reached at the telephone number stated below or by email.

Cordially,

Kristin Jensen Sullivan
Chair of Commission on the Environment
City of Capitola
477-0571

**COMMISSION ON THE ENVIRONMENT (COE)-
RESTRUCTURING- June 2013**

1) Proposed New COE Structure

- Criteria set for who should serve on COE- Application process. City Council members choose COE commissioners based on the members that apply within the desired criteria
- Commissioners appointed by City Council- 5 members (one City Council member and 4 City Council appointees)
- Need one staff member (~ 6 hours/month)- interested staff
- Meet once a month (working meetings and every other month are subcommittee meetings)

2) Proposed Goals of COE

- Address crucial City environmental and sustainable issues
- Be productive, proactive, purposeful, streamlined and focused
- Have well defined goals, objectives, and action items for accountability; Concentrate on a few goals at a times, recommend to Council
- Write a brief plan for the year that spells out where the COE expects to focus its energy and efforts and how this plan aligns with broader plans i.e. GPAC's Climate Action Plan.
- Project-based (*See #3 below)- Hone in, what alignment is with sustainability, work with the City (champion for staff), carve out specific tasks (*See #3 below)

3) Proposed COE Project Ideas- Need to manage doable projects

- Climate Action Planning (CAP)- Help staff to implement ideas that come forward from the CAP (AMBAG has no cost tools to help GPAC)
- Educational and Educational Materials- BPM's (stormwater- liason); Sustainability lecture series; Brochures
- Work With Existing Governmental Structures- City Council; City work on on beach and stream environments; GPAC- Incorporate Green Economy Matrix and CAP documents into our COE work; Work with the County COE and other city and county environmental commissions, CCA, AMBAG
- Outreach and Action- Involve youth, diversity; Advocate for planning issues- with smart growth; COE Ecotour

**COMMISSION ON THE ENVIRONMENT (COE)-
IMPORTANCE AND ACCOMPLISHMENTS**

- 1) **Importance of COE** (Sustainability= economic, social, environmental)
 - a. First in County- we serve(d) as a model (i.e., for the County COE)
 - b. COE needed in 21st Century- we are confronted with numerous environmental issues and need a body to help to solve such issues. Quality of life for present and future generations
 - c. City values the environmental perspective- we need real commitment here. COE needs to be a part of this community in its current capacity. We garner a lot of support from the community. People of Capitola appreciate and want the COE.
 - d. We volunteer our expertise, have skills of importance- If city staff were to do the work that we do (for staff) it would amount to a lot more in staff hours/\$'s. My time in last 1 year: I have put in at least 50 free hours. Add in other active commissioners, could get at least ~150 more free hours. This equates to ~20 FREE hours work per month (Return on Investment).
 - e. Environmental rules and regulations, from federal and state, require that we meet specific environmental requirements. Have lots of environmental regulations, ordinances in place—require staff time. i.e., By law, must decrease waste. We help with this mandate.
 - f. We work to educate and promote programs and projects that help to protect and enhance our treasured natural resources (and social and economic too)
- 2) **Accomplishments of COE (highlights)**
 - a. Sustainability lecture series- 11/12 (~64 attended), 4/13 (~20 attended)
 - b. Developed content for a COE webpage as part of the City website to include an extensive list of green resources both City-wide and regional as a service to residents.
 - c. Worked with City staff to produce a green economy matrix identifying goals and opportunities to incorporate sustainability into City philosophy on growth and development. (This work was also part of the GPAC)
 - d. Developed the Construction Site Stormwater Best Management Practices guidance document and plan sheet for contractors
 - e. Represented Capitola on GPAC, worked with City Council members to discuss ideas, goals of the COE
 - f. Work with City and have City staff present at our COE meetings on matters relating to zero waste goals and water issues
 - g. Assisted staff and Council with City ordinances such as the polystyrene ban, the green building ordinance, and the plastics bags ban.
 - h. Developed a Green Building Home Ideas pamphlet
 - i. We have several projects currently underway (see Page 1)
 - j. Reaffirming our value- There is a lack of staff and the COE fills this gap in our community—there is a demand and need for the COE in our community

**MINUTE EXCERPT
CAPITOLA CITY COUNCIL
REGULAR MEETING ACTION MINUTES
THURSDAY, SEPTEMBER 26, 2013**

10. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Discussion regarding the re-establishment of the City's Commission on the Environment. [430-05]

City Clerk Sneddon presented this item.

Kristin Sullivan, City's Commission on the Environment (COE) Chair, provided the proposed restructuring plan for the COE. She recommended that four (4) COE members be appointed by the City Council, and one appointee from the City Council; COE to meet once a month and working subcommittees to meet every other month.

The following provided support for re-establishing the COE:

Ana Maria Rebelo, Santa Cruz County Sustainability Coordinator

Sharon Sheris, former member of Santa Cruz County COE

Elisabeth Russell, AMBAG Special Projects Manager

Tiffany Wise West, former City COE member

Elida Erickson, UCSC Sustainability Programs Manager

Amy Forest, City resident

ACTION

Motion made by Council Member Termini, seconded by Council Member Norton, to approve reconstituting the Capitola Commission on the Environment (COE); staff to meet with Kristin Sullivan, COE Chair, to discuss how the COE is to be restructured; and to agendize the consideration of a Resolution confirming the re-establishment of the COE. The motion was passed unanimously.

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RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
REPEALING RESOLUTION NO. 3424 AND RE-ESTABLISHING
THE COMMISSION ON THE ENVIRONMENT**

WHEREAS, The City of Capitola benefits substantially from numerous and significant environmental resources, some of which include Soquel Creek, the ocean and Capitola Beach, and associated riparian and sensitive habitat areas; and

WHEREAS, protection and enhancement of these environmental resources maintains and enhances a quality of life in the City of Capitola that is beneficial to all; and

WHEREAS, the City Council of the City of Capitola desires to receive advice and recommendations on matters of an environmental concern from a special commission comprised of dedicated individuals with expertise in ecological and resource protection issues; and

WHEREAS, it is the desire of the City Council to establish such a commission and to provide for its regular time and place of meeting and staff

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Capitola that Resolution No. 3424 is hereby repealed in its entirety.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Capitola as follows:

- Section 1. The Commission shall be called the City of Capitola Commission on the Environment (COE) and is hereby established.
- Section 2. The purpose of the COE is to provide advice and recommendations to the City Council on policy matters relating to sustainability, environmental protection, and resource enhancement which benefit the City of Capitola and which are not under the jurisdictions of existing committees or commissions. The COE will also, from time to time, consider any such matters referred to it by the City Council or the City Manager.
- Section 3. The COE shall be comprised of five members, consisting of one City Council member and one appointee from each of the remaining four City Council members. The COE may, at their discretion, appoint non-voting ex officio members such as student participants.
- Section 4. The COE members may be City residents or non-residents.
- Section 5. The regular meetings of the COE will be held on a monthly basis.
- Section 6: The City will provide staff support to the COE as assigned by the City Manager. The assigned staff will be primarily responsible for assisting the COE with the preparation of agendas and minutes, compilation of material for discussion at meetings and follow-up as necessary.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 24th day of October, 2013, by the following vote:

AYES:
NOES:
ABSENT/ABSTAIN:

Stephanie Harlan, Mayor

ATTEST: _____, CMC
Susan Sneddon, City Clerk

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CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: TRAFFIC SIGNAL, LIGHTED PEDESTRIAN CROSSING, AND STREETLIGHT
MAINTENANCE AWARD OF CONTRACT

RECOMMENDED ACTION: Award a one-year contract, renewable annually, for up to ten years, to Bear Electrical Solutions for operation and maintenance of traffic signals and highway safety lighting at eight intersections and two lighted pedestrian crossings within the City.

BACKGROUND: On September 6, 2013 the Public Works Department received three proposals in response to a Request for Proposal for traffic signal, lighted pedestrian crossing and streetlight maintenance. Proposals were received from:

- Bear Electrical Solutions
- Cal-West Lighting & Signal Maintenance
- Siemens

The pricing listed in the proposals has been summarized in Attachment 1.

Based on a review of the proposals and a check of each firm's references, Public Works is recommending that the contract be awarded to Bear Electrical Solutions. Under the terms of the contract, the cost per signalized intersection will be \$65 per month and lighted crosswalks would cost \$48 per month. Staff is recommending that streetlight maintenance not be part of this contract at this time. Additional costs for work not covered by the routine maintenance will be at rates established in the contract. Based on previous years, it is estimated that the contract costs will not exceed \$25,000 per year and sufficient funding is budgeted in the gas tax fund for this expenditure.

DISCUSSION: Siemens has been the City's contractor for signal maintenance since 2003. No review or solicitation for competitive bids has been done since. The City is currently paying \$81.03 per intersection.

Bear Electrical Solutions is a relatively new company in the traffic signal and streetlight maintenance business but have staff who have worked on the City's signal systems and City staff has had excellent customer relations with them in the past. It is anticipated that this knowledge and experience with the City's systems will benefit the City.

Based on approval of this contract it is anticipated that Bear Electrical Solutions will begin work on December 1, 2013.

The proposals are available for review in the Public Works Department's office.

FISCAL IMPACT: Annual fixed cost of \$7,392 for routine maintenance, plus at cost charges for non-routine expenses. Total estimated not-to-exceed \$25,000 annually with funding from gas tax fund.

ATTACHMENTS

1. Proposal cost summary

Report Prepared By: **Steven Jesberg**
Public Works Director

Reviewed and Forwarded
By City Manager: 

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Traffic Signal Maintenance

Proposal Due: September 6, 2013

Proposal Summary

			Bear Electrical Solutions		Cal West Lighting and Signal Maintenance		Siemens	
Item	Unit	Qty	Unit Cost	Cost	Unit Cost	Cost	Unit Cost	Cost
<u>Routine Maintenance</u>								
Traffic Signals & Lighting	Ea	8	\$ 65.00	\$ 520.00	\$ 70.00	\$ 560.00	\$ 110.00	\$ 880.00
Lighted Pedestrian Crossings	Ea	2	\$ 48.00	\$ 96.00	\$ 40.00	\$ 80.00	\$ 60.00	\$ 120.00
Monthly Totals for routine maintenance				\$ 616.00		\$ 640.00		\$ 1,000.00
Annual fixed expenses				\$ 7,392.00		\$ 7,680.00		\$ 12,000.00
Streetlights (removed from contract)	Ea	148	\$ 1.90	\$ 281.20	* \$70 per outage		\$ 1.20	\$ 177.60
<u>Estimated Emergency Call-outs</u>								
			Reg	OT	Reg	OT	Reg	OT
Signal Technician	hourly		\$ 86	\$ 147	\$ 90	\$ 155	\$ 100	\$ 154
Laborer	hourly		\$ 70	\$ 90	\$ 65	\$ 95	\$ 65	\$ 125
Bucket truck	hourly		\$ 25		\$ 30		\$ 20	
		2	reg c/o	\$ 172		\$ 180		\$ 100
		2	OT c/o	\$ 588		\$ 620		\$ 616
		6	Veh	\$ 450		\$ 540		\$ 360
Total estimated call-outs monthly cost				\$ 1,210		\$ 1,340		\$ 1,076
Total estimated monthly				\$ 1,826.00		\$ 1,980.00		\$ 2,076.00
Total estimated annual				\$ 21,912.00		\$ 23,760.00		\$ 24,912.00

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CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: FINANCE DEPARTMENT

SUBJECT: ANNUAL DONATIONS AND CONTRIBUTIONS REPORT

RECOMMENDED ACTION: Receive the Annual Donations and Contributions Report.

BACKGROUND: In July of 2013, the City implemented Administrative Policy III-15 which authorizes the City Manager to accept and appropriate donations or grants of \$5,000 or less to support City projects and programs previously approved by Council. The attached Annual Donations and Contributions Report provides information related to grants and contributions received in Fiscal Year 2012-2013.

DISCUSSION: In Fiscal Year 2012-2013, the City received \$36,929 in annual donations and contributions with values of \$5,000 or less. A complete list of contributions, their purpose, and recipient programs are provided in Attachment 1.

Additionally, the Capitola Police Department (PD) was the recipient of 21 new PD helmets and backpacks with a value of \$10,500. This contribution was provided by the City of San Jose Police Department through a Santa Clara Homeland Security Grant for area-wide support for protective gear. While the City of Capitola retains custody of the gear, the helmets and backpacks are considered Federal property. Other PD donations include \$500 contributed by the Capitola-Soquel Chamber of Commerce to the Capitola Police Explorers for their uniformed duty at the Capitola Art & Wine Festival.

In Fiscal Year 2012-2013, the City also received over \$177,572 in State and Federal grants. A list of the granting agencies, as well as a description of expenditures is provided in Attachment 2.

FISCAL IMPACT: The City of Capitola benefits greatly from the generosity of individual citizens, City businesses, nonprofit agencies and others. As discussed above and shown on Attachment 1, contributions and sponsorships totaled \$36,929 for Fiscal Year 2012-2013 with an additional \$14,478 in contributions provided indirectly. Additionally, the City was able to receive State and Federal funding for \$177,572 in City expenditures.

ATTACHMENTS:

1. Donations and Contributions \$5,000 and Under Report;
2. Federal and State Grants Fiscal Year 2012-2013.

Report Prepared By: Tori Hannah
Finance Department

Reviewed and Forwarded
by City Manager: 

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Donations and Contributions to the City of Capitola

\$5,000 and under
Fiscal Year 2012-13

Purpose	From	To	Contribution ⁽¹⁾	Contribution value
2012 Twilight Concert Sponsor	Union Bank	Arts & Cultural	Cash	\$ 1,200
2012 Twilight Concert Sponsor	Stockton Bridge	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Devcon Construction	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Aspromonte Hotels, Inc.	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Britannia Arms of Capitola	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Zelda's On The Beach	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Paradise Beach Grille	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Earthworks Paving Contractors	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Gayle's Bakery	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Lanai Financial Solutions	Arts & Cultural	Cash	1,200
2013 Twilight Concert Sponsor	Whitlow Concrete	Arts & Cultural	Cash	1,200
2013 Art & Music at the Beach	Slatter Construction	Arts & Cultural	Cash	1,200
Movies at the Beach Sponsor	Pizza My Heart	Arts & Cultural	Cash	1,000
Movies at the Beach Sponsor	Pizza My Heart	Arts & Cultural	Cash	1,000
		Total		\$ 16,400
Safety Equipment ⁽²⁾	AAA (NCNU)	PD	Cash	\$ 5,000
Police dog contribution	Gloria Benedict	PD	Cash *	30
K-9 Program	Capitola Safety Foundation	PD	Cash *	3,500
Celebrite forensic extraction device	Target grant	PD	Cash	3,000
2012 National Night Out	Target grant	PD	Cash	1,000
2012 National Night Out	Capitola Mall Security	PD	Cash *	400
2012 National Night Out	Zelda's By The Beach	PD	Cash *	50
2012 National Night Out	Driscoll's	PD	Fresh berries *	75
2012 National Night Out	Whole Foods Market	PD	Chips / water *	50
2012 National Night Out	Trader Joe's	PD	Water *	35
2012 National Night Out	Glacier Ice	PD	Water *	25
2012 National Night Out	New Leaf Community Markets	PD	Water *	25
2012 National Night Out	Safeway	PD	Gift card *	25
Women's Self Defense Class	Pacific Gas & Electric / Anna Marie Gotti	PD / Recreation	Subsidized class	1,500
Memorial Day Ceremony	Gayle's Bakery	PD	Fruit platter / coffee *	90
		Total		\$ 14,805
Fundraising (non-book)	Various	Museum	Cash	\$ 4,910
On site donation box	Various	Museum	Cash	664
		Total		\$ 5,574
Recycling Education ⁽³⁾	Capitola-Soquel Patch	City Mgr's Office	200 Reusable bags *	\$ 150
		Total		\$ 150
				<u>\$ 36,929</u>
Other contributions				
Safety equipment ⁽⁴⁾	Santa Clara & San Jose Police Depts	PD	21 helmets, 21 backpacks *	\$ 10,500
Art & Wine Festival uniformed support	Capitola-Soquel Chamber of Commerce	Capitola Police Explorers	Cash *	500
Junior Guard Scholarship Program	Capitola Public Safety Foundation / Junior Lifeguard Parent's Club	Recreation	Cash *	3,348
Junior Guard Scholarship Program	St. John's Helpful Shop	Recreation	Cash *	130
				<u>\$ 14,478</u>

(1) An asterisk indicates that this amount was not estimated as part of the formal budget process

(2) Contribution from AAA of Northern California, Nevada, & Utah was for "safety equipment to serve the needs of Officers and the Community." The funds were used to purchase tactical equipment for the PD.

(3) Estimated value between .50 and 1.00 per bag

(4) Equipment was obtained by the Santa Clara Police Department through a Homeland Security Grant for area-wide support for protective gear. San Jose PD dispersed the helmets and backpacks to South Bay Agencies. The equipment remains Federal property and are tracked as such.

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Purpose	Grant	From	To	2012-13 Expenditure Funding
Preparation of the Local Hazard Mitigation Plan	CDBG Disaster Recovery Initiative	U.S. Department of Housing and Urban Development	CDD	\$ 65,616
General Plan and Safety Element	Proposition 84 Grant	State of California Department of Conservation	CDD	48,988
Recycling education	CCPP Funding	State of California Resources Recycling and Recovery	CM	5,000
Target underage drinking	ABC Grant	State of California Department of Alcoholic Beverage Control	PD	2,328
DUI checkpoints and saturation patrol	Avoid the Nine	National Highway Traffic Safety Administration	PD	23,141
DUI checkpoints and saturation patrol	Avoid the Nine	National Highway Traffic Safety Administration	PD	31,006
Bullet proof vests	Bullet Proof Vest Partnership	U.S. Department of Justice	PD	1,493
				<u>\$ 177,572</u>

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CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: POLICE CAPTAINS MEMORANDUM OF UNDERSTANDING FOR THE PERIOD OF JULY 1, 2013 THROUGH JUNE 30, 2018

RECOMMENDED ACTION: Authorize the City Manager to execute the Memorandum of Understanding (MOU) with the Police Captains with the negotiated changes in benefits for July 1, 2013, through June 30, 2018

BACKGROUND: The Police Captains Bargaining Unit MOU expired on June 30, 2013. As required by State law the City has negotiated with the bargaining unit on working conditions, salary and benefit changes.

DISCUSSION: After several months of good faith negotiations with the Captain's Bargaining Unit the City negotiating team recommends a new five-year contract. The contract includes no salary increase in year one, and an annual salary increase based on the Consumer Price Index (CPI) in years 2-5; however that salary increase is capped at 3% in year two and 3.5% in each year thereafter. The contract also includes increases in the health care allowance to offset rising health insurance costs for employees. The contract includes a \$6 per pay-period increase for uniform cleaning. There is no change to the City's cap on PERS contributions, therefore all PERS rate increases will be paid by employees. In addition there will be an Educational Incentive Program based on the completion of 50% of either POST Command College or an applicable Masters Degree Program.

Below are the negotiated changes listed by the year the changes will be implemented and the cost:

	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18
Health Care	0.0%	2.5%	2.5%	2.5%	2.5%
Salary COLA: Cap	0.0%	CPI: Cap 3%	CPI: Cap 3.5%	CPI: Cap 3.5%	CPI: Cap 3.5%
Uniform Cleaning \$6/per pay period	\$156				
Educational Incentive 5%				\$8,400	
TOTAL COST	\$156	Up To \$5,300	Up To \$6,100	Up To \$14,900	Up To \$6,600

FISCAL IMPACT: The estimated cost for each year is as follows: Year 1 = \$156; Year 2 = up to \$5,300; Year 3 = up to \$6,100; Year 4 = up to \$14,900; and Year 5 = up to \$6,600.

ATTACHMENT: MOU for the Captains Bargaining Unit.

Report Prepared By: Lisa G. Murphy
Administrative Services Director

Reviewed and Forwarded
by City Manager

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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
POLICE CAPTAINS AND CITY OF CAPITOLA
PERIOD 7/1/13- 6/30/18**

This Memorandum of Understanding (MOU) shall become effective upon ratification by the Police Captains (Employees) and approval by the City of Capitola City Council. This MOU shall be in effect from July 1, 2013 to June 30, 2018.

In recognition of the need to prevent compaction between the Captains and the Police Officer Association (POA) employees, the Captains shall not receive less than the cost of living adjustments received by the Police Officers Association for any given year under consideration. Should an increase of the POA cost of living be more than the Captains salary adjustment for that contract year, the Captain's salary shall be adjusted by the increased amount and such adjustment shall occur at the time the POA adjustment is implemented. It also is the City's goal to maintain a minimum 15% differential in compensation between a top step Sergeant and a top step Captain taking into account salary, education incentive pay, shift differential and longevity pay.

1. Personnel Rules

The Personnel Rules and Regulations of the City of Capitola, existing or hereafter adopted, are not altered, changed or modified unless by explicit provisions of this MOU.

2. Salary

- A. Attached hereto is a salary schedule applicable to Police Captains.
- B. Except as provided in Section 3, Employee's monthly salary shall be as shown on the attached schedule. "Salary" does not include, and is in addition to: flex plan, PERS, or other benefits to which Employee is entitled. For the purposes of this contract, Police Captains start at Step E of the attached pay scale that was in effect at the time of promotion.
- C. Pay Increase Schedule
- There shall be no salary increases during the 2013 – 2014 fiscal year
 - Effective the first full pay period in July 2014, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January - December changes for calendar year 2013 up to a maximum of 3%.
 - Effective the first full pay period in July 2015, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for

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All Urban Consumers, Annual Average January - December changes for calendar year 2014) up to a maximum of 3.5%.

- Effective the first full pay period in July 2016, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January - December changes for calendar year 2015) up to a maximum of 3.5%.
- Effective the first full pay period in July 2017, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January - December changes for calendar year 2016) up to a maximum of 3.5%.

3. Longevity Pay Incentive

Employees having 10 consecutive years of full time employment with the City of Capitola are eligible for a 5% longevity enhancement, which shall be applied to base salary. Employees having 15 consecutive years of full time employment with the City of Capitola are eligible for an additional compounded 5% longevity enhancement.

4. Vacation

A. Vacation

Vacation Accrual

Vacation accrues on a prorated basis, based upon a 30-day month. The rates of accrual are as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
1 and 2	12
3 and 4	14
5 through 9	17
10 through 19	22
20 and higher	27

B. Accumulation

- (1) An employee, may generally not accumulate more than 540 hours of vacation, but instead each year must cash out, pursuant to Sections 4C and 4D below, all accumulated vacation in excess of 67.5 days (540 hours), except that
- (2) An employee who had accumulated more than 67.5 vacation days (540 hours) as of 6/30/94 may maintain that level: provided, however, that

if accumulated vacation falls below 67.5 days (540 hours), the provisions of (B) (1), above shall thereafter apply.

C. Vacation Cash Out On Termination

An employee who has unused vacation and who leaves the City service for any reason will not continue to accrue vacation after the last day of regular on-the-job employment (separation date) and will be paid at the then applicable rate for all accumulated but unused vacation leave to the date of separation.

D. Vacation Cash Out Before Termination

Employee will be eligible to convert up to 40 hours per fiscal year of accumulated vacation time to cash. The pay out rate is calculated by converting Employee's salary, at the rate applicable on the cash out date, to an hourly rate in the manner set forth in attached section 2 of Standard MOU Provisions.

5. Holidays/Personal Holidays

Holiday compensation is covered by Section 40 of the attached "Standard" and "Additional" MOU provisions, with the following exceptions:

Employee shall also be entitled to 3 personal holidays per calendar year. Unused personal holidays are not cumulative.

6. Incorporated Provisions

The following sections of the "Standard" and "Additional" MOU are attached hereto and incorporated herein: 2 (Wage Schedule/Hourly Rates), 3 (Service), 4 (Types of Appointments), 5 (Beginning Salary Rates), 6 (Advancement Within Schedule), 7 (Promotion To New Position), 9 (Personnel Rules), 10 (Effective Date of Pay Increase), 13 (Sick Leave Defined), 16 (Bereavement Leave), 17 (Family and Medical Leave Act of 1993), 19 (Accruals After Date of Separation), 22 (Drug Free Policy), 26 (Re-opener), 40 (Holidays), and 50 (Education Reimbursement).

7. Sick Leave Accrual/Medical Report

Sick leave accrues on a prorated basis, based upon a 30-day month. Twelve days (96 hours) accrue each calendar year.

8. Sick Leave Cash Out

Employees shall have no right to cash out any sick leave. With the exception of Captain Tom Held who is subject to a memorandum dated May 22, 2003 from the City Manager which states under item #3, "A second set of employees are those who have accumulated more than 240 hours of sick leave as of 6/30/94 and who have been employed for at least ten years. These employees are identified by name on a list maintained by the Executive Assistant to the City Manager, and these employees have their cashable sick leave capped at the amount accumulated on that 6/30/94 date, and this amount of cashable sick leave shall remain as

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cashable sick until: 1) all or any portion of the cashable sick leave is cashed out, in which case the amount of accumulated cashable sick leave hours is permanently reduced by the amount of hours cashed out and shall not ever be increased; 2) all or any portion of the cashable sick leave is reduced through use, in which case the amount of cashable sick leave hours is permanently reduced by the number of hours used and shall not ever be increased; 3) termination, at which time all remaining cashable sick leave shall be cashed out, unless an agreement to extend the period of cash out is reached between the City and employee.” At the time of ratification of this MOU, Captain Held has 517.68 eligible cashable sick leave hours.

9. Insurance

The City will provide term life insurance in the amount of \$50,000 and long-term disability insurance to date of separation.

10. Physical Examinations

The City, in conjunction with the comprehensive health care insurance program, will provide an annual physical examination for Employee only. City will pay the amount not covered by the health care program.

11. Retirement Program

The City participates in the Public Employees Retirement System operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City pays the employee and employer share of the retirement contributions and has a 3% at 50 program for safety programs. The parties understand that when the City’s PERS Excess Assets have significantly decreased, the City’s Total Employer Rate will increase: Each member of the bargaining unit agrees to a cap on the amount that the City will pay to PERS. That cap will be 28.291%. The Cap is calculated as follows:

	2008-09 MOU Cap
	<u>Net POB</u>
Employer Variable:	16.955%
Employer paid employee costs	9.000%
Employer paid member contrib. (a)	1.526%
Employer paid member contrib. (b)	<u>0.810%</u>
TOTAL	28.291%

Should at any time the PERS costs to the City exceed the percentages defined above, the employees agree that the portion of the employer paid employee costs or employer paid contributions will be reduced and assumed by the employee in an equal percent or any part of a percent that actual PERS costs exceed the above caps. If at any time the employer paid employee costs or employer paid member contributions are wholly paid by the employee and PERS costs continue to increase the employee will also assume those increases. It is agreed by the City and the Captains that this provision expires with the termination of this Memorandum of Understanding and is open for negotiation for renewal of the next Memorandum of Understanding.

With regard to the "Amortization of Side Fund" portion of the employer rate, i.e. the portion of the employer rate attributable to the City's unfunded liability, if PERS should in the future decrease that rate as a direct result of a City payment to reduce the Side Fund, the City's cap would reduce by the percentage decrease that PERS identifies as resulting from the City payment. This also applies to the 2007 Capitola Pension Obligation Bond.

For all eligible employees hired on or after July 1, 2012 the City's PERS contribution rate shall be capped at no more than 23.291% of reportable salary. Once an employee hired on or after July 1, 2012 accrues five (5) years of total service, s/he shall be entitled to the same terms that apply to all other current employees. EPMC and the Value of EPMC will be the same for employees hired after July 1, 2012 as employees hired prior to that date.

All employees hired prior to July 1, 2012 the City's contribution cap shall remain as stated above at 28.291%.

Public Employees Pension Reform Act for Safety Employees hired by the City on or after January 1, 2013 and do not qualify as Classic members as determined by CalPERS: For new safety employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS, CalPERS has by statute implement a 2.7% @ 55 pension formula, based on a three year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CALPERS.

12. Jury Duty

Leave of absence with pay shall be granted to Employee while serving on jury duty. Any jury fee awarded shall be deposited with the City Treasurer.

13. Grievance Procedure

A. Definition. Until modified by adoption of City-wide Personnel Rules, grievance is defined as an allegation by an employee or group of employees that the Employer has failed to provide a condition of employment, which is established by law, Compensation Plan, by an pertinent written City or departmental rules, provided that the enjoyment of such right is not made subject to the discretion of the Employer by the terms of this Compensation Plan and, provided further, that if the grievance pertains to "conditions of employment" the subject is a matter that is within "scope of representation" as defined in California Government Code Section 3504.

B. Department Review and Adjustment of Grievances. The following is the procedure to be followed in the resolution of grievances.

1. Employee shall have the right to consult with and be assisted by a representative of his own choice in this and all succeeding steps of this section and may thereafter file a grievance in writing with the immediate supervisor. Within five actual working days after

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receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to Employee with his/her answer thereto, in writing.

2. If the grievance is not resolved at the first level, Employee shall have five actual working days after receipt of the answer within which to file an appeal with the City Manager.
3. The City Manager shall have five actual working days in which to review, and if necessary, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of Employee or his representative and the City Manager, a hearing is required at this step, and Employee, and his representative, shall have the right to be present and participate in such hearing. The time limit at this step may be extended by mutual agreement between the City Manager and Employee or his representative.

C. Effect of Failure of Timely Action. Failure of Employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Employer to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

D. Limitation on Stale Grievances. A grievance shall be void unless presented within thirty (30) calendar days from the day upon which the Employer has allegedly failed to provide a condition of employment, or within thirty (30) calendar days from the time at which an employee might reasonably have been expected to learn of such alleged failure to provide. In no event shall any grievance include a claim for salary or similar monetary relief for more than the thirty-day period plus such reasonable discovery period.

14. Administrative Leave

As an exempt employee, Employee is entitled to 10 days per year of Administrative Leave (time off). Administrative Leave is non-cumulative. It may not be converted to cash.

15. Mileage Reimbursement

Employees required to use their personal vehicles while on City business will be reimbursed at the most recent rate set by the Internal Revenue Service.

16. Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, \$115 per month effective January 1, 2013, will be paid to PERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount

required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee. Effective 10/27/13 the contribution for full-time regular employees is as follows:

Employee Only:	\$700 per month
Employee + 1:	\$899 per month
Employee + 2 or more:	\$1,099 per month

Effective July 1, 2014 the City will increase its contribution by 2.5% to:

Employee Only	\$718
Employee +1	\$921
Employee+2 or more	\$1,126

Effective July 1, 2015 the City will increase its contribution by 2.5% to:

Employee Only	\$735
Employee +1	\$945
Employee+2 or more	\$1,155

Effective July 1, 2016 the City will increase its contribution by 2.5% to:

Employee Only	\$754
Employee +1	\$968
Employee+2 or more	\$1,184

Effective July 1, 2017 the City will increase its contribution by 2.5% to:

Employee Only	\$773
Employee +1	\$992
Employee+2 or more	\$1,213

Employees who can verify to the City's satisfaction that: they have equivalent health coverage for medical (including dental & vision) provided through their spouse, which will remain in effect until the next enrollment date; or who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution may use the remaining funds to purchase benefits other than medical (including dental & vision) coverage or take this amount in cash for the employee only contribution amount. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan).

The city reserves the option of adding additional programs to the cafeteria plan, as they may become available.

17. Uniform Allowance

Effective the first full pay period upon ratification by the City Council, each year Employer shall pay \$35.00 per pay period as and for a uniform allowance. Employer has made no representation as to the tax treatment of such allowance.

Compensation paid or the monetary value for the purchase, rental and/or maintenance of required uniforms will be reported to CalPERS, to the extent allowable by CalPERS.

Item #: 9.G. Attach 1.pdf

18. Workers Compensation

Workers Compensation is payable as provided in the California Labor Code.

19. Reserved

20. Captain probation

Probation for the position of Captain shall be six months and shall be governed by the attached Standard MOU Provisions.

CITY OF CAPITOLA

By: _____

Date: _____

EMPLOYEE

By: MEW #503

Date: 10/18/13

EXCERPTS FROM STANDARD MOU PROVISIONS

2. Wage Schedules/Hourly Rates

The wage schedules contained in, or attached to, this Memorandum of Understanding set forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters, such as "A" to "F", designate the respective pay steps for each position. The rates contained in the wage schedule do not include overtime or benefits.

Whenever it is necessary to compute an hourly pay rate in order to apply an provision of this MOU, that will be done by multiplying any monthly rate by 12 in order to derive an annual rate, and dividing the annual rate by 2080 (or proportionate number of hours for part time positions, e.g., 1040 for a half-time position).

3. Service

The word "service" as used in this Memorandum of Understanding means continuous full-time service in the position in which the employee is being considered for salary advancement, service in a higher position, or service in a position allocated to the same salary schedule and having generally similar duties and requirements. A lapse of service of any employee for a period of time longer than thirty days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee, and any such employee re-entering the service of the City shall be considered as a new employee.

4. Types of Appointment

The following types of appointment may be either full-time, as established by the City Manager:

A. Probationary appointment

A probationary appointment is for a specified period of time, during which job performance is evaluated as a basis for subsequent regular appointment.

B. Regular appointments.

A regular appointment ordinarily follows successful completion of a probationary period. "Regular" means a position that is, regardless of the number of hours worked per week, intended to be continuous and uninterrupted (except for authorized paid or unpaid leave). Positions intended to be seasonal, of a limited term, on call only, emergency, intermittent, substitute, or on any other irregular basis are not "regular." The positions set forth in the wage schedule are all regular positions, and unless specifically stated, the pay rate is applicable to a full-time position. All positions covered by the section are half time or more.

C. Acting appointments.

An acting appointment occurs when an employee is temporarily assigned to, and performs all the duties of a position other than the position he/she normally occupies, or when an employee is assigned an acting appointment pending evaluation of the employee's ability to perform the duties of the position.

D. Accruals for part time positions.

When a position is less than full time it will be classified by a fraction. For example "half-time" regular employment is expected to average 20 hours per week; "three-quarters" employment is expected to average 30 hours per week. Vacation accrual, sick leave accrual, Flex Plan contributions, holidays, personal holidays are paid or accrued according to these classifications. Thus, compared to a full time employee, a half-time employee, even if actual time occasionally exceeds or falls below 20 hours in a week, when compared to a full time employee: receives one-half the Flex Plan contribution; accrues one-half the number of hours of vacation or sick leave; and is paid for four hours on a holiday or personal holiday.

5. Beginning Salary Rates

A new employee's base pay shall be computed by using the rate shown as step "A" in the schedule allocated to the class of employment for which the employee has been hired, except that upon recommendation of the department head under whom the employee will serve and with the approval of the City Manager, such new employee may be employed at a higher step, depending upon the employee's qualifications.

6. Advancement within the Schedule

The following provisions govern salary advancement within the schedule:

A. Probationary advancement

Upon successful completion of probation, an employee (except an employee that was hired at the top step) will advance one step.

B. Regular Merit advancement

An employee may be considered for advancement upon completion of the minimum length of service specified for step increases. Unless specifically otherwise stated, this will be 12 months for full-time appointments and proportionately adjusted for other appointments. For instance half-time appointments will be evaluated for regular merit adjustments every 24 months. Advancement to higher steps shall be granted only for continued meritorious and efficient service and

continued improvement by the employee in the effective performance of the duties of the position held.

C. Special Merit advancement

When an employee consistently demonstrates exceptional ability and proficiency in the performance of assigned duties, the supervising department head may recommend to the City Manager that said employee be advanced to higher pay step without regard to the minimum length of service provisions contained in this resolution. The City Manager may approve and effect such advancement.

D. Denial of advancement

When an employee has not been approved for advancement to the next higher wage step, such employee may be reconsidered for such advancement after the completion of three months of additional service.

7. Promotion to New Position

When an employee is promoted to a position in a higher classification, such employee shall be assigned to step "a" in the appropriate schedule for the higher classification. However, if such employee is already being paid at a rate equal to or higher than step "A", he/she shall be placed in the step in the appropriate salary schedule which will grant such employee a salary increase of not less than 5%.

9. Personnel Rules

The City retains the right to amend and create personnel rules, provided they are not in conflict with specific provisions of the MOU. Where appropriate, City will meet and confer with applicable employee group or groups (Government Code Section 3300 and following), before amending or creating new personnel rules.

10. Effective Date of Pay Increase

A merit-pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed. Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustment falls for all odd numbered calendar years; and, at the beginning of the following pay period for the even number calendar years.

13. Sick Leave Defined

Employees have the right under federal and state law (see Section 17 below) to be absent from regularly scheduled work without being reprimanded, disciplined, or discharged. They may also have additional rights under their MOUs. "Sick leave" as used herein refers to an employee's rights to be compensated, by means

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other than Workers Compensation benefits, while on medical leave or where so allowed, by specific provisions in the MOU, such as bereavement leave.

16. Bereavement Leave

Leave of absence with pay because of death in the immediate family of an employee shall be granted for a period not to exceed three days. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, or any other leave. For purposes of this section, "immediate family" means mother, step-mother, father, step-father, husband, wife, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents.

17. Family & Medical Leave Act of 1993

The City shall follow the provisions provided for family leave as specified in the federal Family & Medical Leave Act of 1993, and the state Family Rights Act as it applies to public employees.

19. Accruals after Date of Separation

An employee's separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. "Yearly allotment" means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or the insurance described in Section 16 of the Standard MOU.

22. Drug Policy

The City is implementing its "Drug Free Workplace Policy".

26. Re-opener

Upon request of any bargaining unit, the parties will negotiate whether specific provisions will be added to the MOU about awards of days off for five years of accident free work

40. Holiday Schedule

There shall be twelve (12) holidays granted annually for the life of the MOU. The holidays to be observed during the calendar year are set forth below.

New Year's Day	1/01
Martin Luther King Day	*
Lincoln's Birthday	2/12

Washington's Birthday	*
Memorial Day	*
Independence Day	7/4
Labor Day	*
Columbus Day	*
Veterans' Day	11/11
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25

*These Holidays are taken at the same time as the federal holiday is scheduled. Holidays listed above occurring on a Saturday shall be observed on Friday. Holidays occurring on a Sunday shall be observed on Monday.

In addition, City hall will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick leave in order not to lose compensation.

50. Education Reimbursement Program

- A. Tuition & Books: The City will reimburse employees for tuition and textbooks upon the completion of courses approved in advance by the City Manager in accordance with the following schedule:

State supported California colleges and universities - 100% tuition and textbook reimbursement.

Private colleges and universities - 100% of tuition or the tuition of the University of California whichever is less. Textbook reimbursement will be at 100%.

- B. Education Incentive Pay: Upon satisfactory completion of 50% of an applicable Masters Degree as determined by the City Manager, or 50% of P.O.S.T. Command College, the employee shall receive a salary increase equal to 5% of base pay. The employee shall submit to the City Manager a list of courses and credits, together with transcripts to verify the acquisition of claimed credits. Satisfactory completion shall mean a grade of "C" or better in any course. For Command College employee shall submit verification of enrollment and a program schedule to the City Manager. The City Manager will determine at what point in the schedule delineates 50% completion of the program.

SALARY SCHEDULE

July 1, 2013 Salary Rate	Step A	Step B	Step C	Step D	Step E	Step F
Captain	\$ 8,037	\$ 8,439	\$ 8,861	\$ 9,305	\$ 9,771	\$ 10,260



CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: CONSIDERATION OF CALIFORNIA COASTAL COMMISSION
MODIFICATIONS TO TITLE 10 SECTION 36.055 OF THE CAPITOLA
MUNICIPAL CODE PERTAINING TO PARKING METER RATES AND
ZONES [1ST READING]

RECOMMENDED ACTION: Continue the item to the November 14, 2013 City Council meeting.

BACKGROUND/DISCUSSION: The City Council considered the proposed Coastal Commission modifications to the City's requested Local Coastal Program (LCP) amendment on September 26, 2013. The Council continued the item to October 24, 2013 and directed staff to meet with Coastal Commission staff to clarify requirements to provide a free park and ride shuttle and free and low cost parking.

Staff contacted Coastal Commission staff on September 27, 2013 to request a meeting. Unfortunately, Coastal Commission staff indicated they were unable to meet until November 6, 2013. Staff therefore recommends this item be continued until the regularly scheduled City Council meeting on November 14, 2013.

ATTACHMENTS:

1. None

Report Prepared By: Richard Grunow
Community Development Director

Reviewed and Forwarded
by City Manager: 

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CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: APPROVAL OF MUNICIPAL WHARF LEASE AGREEMENT WITH JFS, INC., DBA CAPITOLA MOORING AND MARINE SUPPLY

RECOMMENDED ACTION: Authorize the City Manager to execute the Municipal Wharf Lease Agreement between the City of Capitola and JFS, Inc. commencing on January 1, 2014, for a term of five years.

BACKGROUND: The City has had a Lease Agreement with JFS, Inc. to operate the Capitola Mooring and Marine Supply shop since 1997. The agreement expires on December 31, 2013. The original agreement dated December 1995, was assigned to JFS Inc. in 1997. That agreement has been amended five times. Given the age of the original agreement and the timing of the expiration, staff took this opportunity to re-write the Agreement in its entirety to include updated contract standards.

DISCUSSION: The City owns the Wharf and leases the buildings to JFS Inc. to operate according to the lease. JFS Inc. has operated the business successfully without any late or missed payments, complaints or other issues. Given the long-term history with JFS Inc. and the established nature of the business, staff is recommending the continuation of the Lease Agreement for an additional five years under the same terms and conditions as the previous Lease.

Key Terms of the contract:

- TERM: Five year term with a five year option to renew
- RENT: \$3,094.09 Monthly Rent
- Rent Adjusted Annually by the Consumer Price Index

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 chose that option, staff recommends a one-year amendment to the existing Lease Agreement in order to conduct a thorough process.

FISCAL IMPACT: The monthly rent is \$3,094.09

ATTACHMENT:

1. Wharf Lease

Report Prepared By: Lisa G. Murphy
Administrative Services Director

Reviewed and Forwarded
by City Manager: 

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MUNICIPAL WHARF LEASE AGREEMENT

BETWEEN

THE CITY OF CAPITOLA

AND

JFS, INC.

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MUNICIPAL WHARF LEASE AGREEMENT

THIS MUNICIPAL WHARF LEASE AGREEMENT (the "Agreement") is made this 1st day of January, 20____ between the City of Capitola ("Landlord") and JFS, Inc. ("Tenant"). Landlord and Tenant agree to all of the terms and conditions of this Agreement as follows:

ARTICLE 1 - BASIC LEASE PROVISIONS

The following are basic terms applicable to this Agreement. The Sections and Exhibits referenced below in parenthesis explain and define the basic terms and are to be read in conjunction with the basic terms herein:

1.01 **Tenant Trade Name.** "Capitola Mooring & Marine Supply" as of the effective date of this Agreement.

1.02 **Commencement of Term.** January 1, 2014 (Section 4.01).

1.03 **Term.** Five (5) years, terminating no later than December 31, 2018 unless otherwise extended as provided herein (Section 4.01 and Section 4.02).

1.04 **Premises.** 1400 Wharf Road, Capitola Municipal Wharf (Section 2.02).

1.05 **Premises Floor Area.** 1650 square feet (Section 2.02).

1.06 **License Area.** 8400 square feet (Section 3.01).

1.07 **Percentage Rent.** \$37,129.08 or 5% Gross Sales. (Section 5.01 and 5.02).

1.08 **Initial Minimum Annual Rent.** \$37,129.08, (adjusting annually, Section 5.01).

1.09 **Use of Premises.** Use of the Premises shall be limited to the following: Bait and tackle shop, including bottled or canned food and drink and foodstuffs for boaters (but not including any food or drinks which Landlord determines is in competition with the restaurant located on the wharf); charter boat operations; boat rentals, sales and repairs; boat hoist operation; boat shuttle service to and from moored boats; and the mooring operations described in Paragraph 3.02.

1.10 **Use of License Area.** Storage, launching, and retrieval of fishing boats and loading and unloading of boat rental customers; storage of associated fuel, oil, gear and equipment (Section 3.01 and 3.02).

1.11 **Security Deposit.** 

ARTICLE 2 - LEASE OF PREMISES

2.01 City of Capitola as Landlord. Tenant acknowledges and understands that Landlord is a municipality consisting of numerous offices, departments, agencies and districts. Whenever a provision contained in this Agreement, or any extension, modification or amendment, requires the written consent of Landlord, such consent must be obtained from the then acting City Manager for the City of Capitola. Tenant may not rely on any statement or representation by any other employee, agent or representative of Landlord in obtaining such consent and any such statement or representation other than the express written consent of the City Manager shall be null and void and have no effect.

2.02 Premises: Landlord leases to Tenant and Tenant leases from Landlord the building (the "Building") designated as 1400 Municipal Wharf, Capitola, California, presently consisting of a retail store (the "Premises") located on the wharf structure belonging to the City of Capitola and commonly known as the Capitola Municipal Wharf (the "Wharf"). The Premises shall not include, and the Tenant shall have no rights in, the Wharf decking, substructure, and support elements underlying or surrounding the Premises unless otherwise permitted herein. A diagram of the location of the Premises on the Wharf is attached to this Agreement as Exhibit A.

2.03 Reservations. Landlord reserves the right at any time to make alterations or additions to the Premises and the Wharf. Landlord also reserves the right to construct other buildings or improvements on the Wharf and to make alterations or additions thereto. Easements for light and air are not granted in this Agreement. Landlord further reserves the right to enter and access the roof of the Premises or to repair and maintain the roof and to use any space within walls or above the ceiling finish and beneath the floor surface for utility lines and conduits.

2.04 Condition of Premises: Tenant acknowledges that it recognizes the uniqueness of the Premises and accepts them in their current and disclosed condition existing on the date of execution of this Agreement, subject to all applicable zoning, municipal, county or state laws, ordinances and regulations affecting the use of the Premises. Tenant acknowledges that it has satisfied itself, by its own independent investigation that the Premises are suitable for its intended use and neither Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

ARTICLE 3 – LICENSE AND MOORING CONCESSION

3.01 License Area. Landlord is the owner of the public right of way surrounding the Premises described herein. Landlord hereby grants to Tenant the use of a 8400 square foot area of the public right of way (the "License Area") in close proximity to the Premises for the purposes set forth in this Article. A diagram of the location of the License Area is attached to this Agreement as Exhibit B.

3.02 Mooring Concession. Tenant shall have the exclusive right to conduct commercial mooring operations within the 1000 foot by 1000 foot area designated in Exhibit C attached hereto. From May 1 through September 30, unless weather conditions make it quite impracticable, Tenant shall perform all of the following activities:

- (a) Install, provide annual inspection and extraordinary maintenance, provide major repairs, and replace, as necessary, no fewer than thirty (30) and up to fifty (50) moorings or any greater number authorized by the City Council, including all related

apparati. All services in connection with the foregoing shall be provided by Tenant at its own expense.

- (b) Provide, service, maintain, and operate a safe, well-maintained shore boat to adequately provide timely transportation between moored vessels and the wharf during all daylight hours, or according to such schedule as is approved by the City Council.
- (c) Tenant shall not rent any moorings for any period of time which extends beyond the expiration of this Agreement.

3.03 Business: Lessee shall engage only in the businesses listed in this paragraph, and no other businesses except upon prior written consent of the City Council of the City of Capitola: Bait and tackle shop, including food and drink (but not including any food or drinks which Lessor determines is in competition with the restaurant located on the Wharf); charter boat operations, boat rentals, sales and repairs, boat hoist operations; boat shuttle service to and from moored boats, and the mooring operations described Section 3.02.

3.04 Landlord Authority. Landlord shall at all times retain exclusive final authority over the public right of way including the License Area. Landlord shall have the right to perform any and all acts of construction and maintenance in the public right of way, including the License Area, as fully and completely as if the license for the use of the License Area did not exist. Landlord may provide Tenant with advance notice of any construction or maintenance to be performed by Landlord or Landlord's agents in the License Area, but is under no obligation to do so. Landlord will not be liable to Tenant by reason of any injury to or interference with Tenant's business or property for any inconvenience or damages caused thereby.

Landlord may formulate rules, conditions of, regulations and a permit process for the use of the public property and the License Area and the uses of other areas in the public right of way of Landlord. The areas surrounding the Premises, including the License Area, may be governed thereby and Tenant agrees to be bound by these rules and regulations and to obtain such permits or licenses as may be required. The License Area may be governed by this Agreement to the extent it is not in conflict with Landlord rules, regulations, and permit requirements as they now or hereafter exist.

3.05 Maintenance. Tenant shall maintain the License Area in a clean and sanitary manner, sweeping at least daily and washing the surface area when necessary. Tenant must maintain a trash receptacle within the License Area, and must periodically dispose of trash in Tenant's assigned trash receptacle. Tenant may not dispose of trash in the general Wharf trash cans.

3.06 Indemnification and Insurance. Tenant agrees to indemnify and hold Landlord harmless from any and all liabilities, claims, and costs (including attorney's fees) arising in any manner from any injury or damage incurred in the License Area during the course of the tenancy. All insurance requirements of the Agreement apply to the License Area, and Tenant must provide Landlord evidence of insurance coverage for the License Area.

Tenant shall add the License Area to its insurance policy and shall provide City with verification of insurance.

3.07 Condition of License Area: Tenant acknowledges that it recognizes the uniqueness of the License Area and accepts it in its current and disclosed condition existing on the date of execution of this Agreement, subject to all applicable zoning, municipal, county or state laws, ordinances and regulations affecting the use of the License Area. Tenant acknowledges that it has satisfied itself, by its own independent investigation that the License

Area is suitable for its intended use and neither Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the License Area for the conduct of Tenant's business.

ARTICLE 4 – TERM

4.01 Commencement of Term: The term (the "Term") of this Agreement shall commence on the date specified in Section 1.02 (the "Commencement Date") and shall continue until the date of termination specified in Section 1.03, unless terminated sooner in accordance with the terms and provisions of this Agreement.

4.02 Extension of Term. Tenant shall have the option to extend this Agreement for a period of five years by delivering written notice that Tenant wishes to exercise this option to the City Manager's office no less than 90 days prior to the date of termination of this Agreement.

4.03 Expiration; Holding Over: The Term will expire at 5:00 p.m. on the date specified in Section 1.03. If Tenant should remain in possession of the Premises and the License Area after the expiration of the Term of this Agreement in the absence of a new lease agreement, or after Landlord has declared a forfeiture of this Agreement as a result of Tenant's default, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the terms, conditions, provisions and obligations of this Agreement at the time this Agreement expires or upon the Tenant's default, as the case may be, except the Minimum Annual Rent shall be one and one-half (1 ½) times the amount of such rent in effect prior to the Tenant's holdover. Unless the Tenant obtains the express written consent of Landlord to holding over, Landlord does not waive its right to pursue any legal or equitable remedy against Tenant with regard to Tenant's continued possession of the Premises and the License Area after the expiration of the term of this Agreement.

ARTICLE 5 – RENT

5.01 Initial Minimum Annual Rent. Lessee agrees to and shall pay Lessor the greater of an annual fixed rent at the rate of \$37,129.08 for January 1, 2014, annually adjusted per cost of living index per Section 5.06.

5.02 Monthly Rent Due. The actual Rent to be paid by Tenant to Landlord on a monthly basis will be the greater of 1) one-twelfth (1/12) of the annual percentage rent (based upon figures for the previous year) or one-twelfth (1/12) of the fixed annual rent; or 2) the sum of 5% of Tenants gross sales and business transacted, as hereinafter defined.

5.03 Rent Payment Schedule. Rent for the preceding month shall be due and payable in full by Tenant on the fifth (5th) day of the following month. Rent shall be remitted to Landlord at the address set forth below for notices or at such other location as Landlord may notify Tenant in writing. Rent paid after the tenth (10th) day of the month will be considered late and subject to a late charge and interest as set forth below.

5.04 Gross Sales. The term "Gross Sales" as used in this Agreement means all gross receipts of every kind and nature from sales and services from all business conducted by Tenant on, in, at or from the Premises or the License Area, whether upon credit or for cash, in every department operating in the Premises or License Area, whether operated by the Tenant or by any subtenant or concessionaire, excepting therefrom any rebates or refunds to customers and the

amount of all sales or excise tax receipts collected from customers and paid by Tenant to any government agency. Sales upon credit shall be included in the Gross Sales for the period in which the merchandise is delivered or service rendered to the customer, regardless of when payment is made.

5.05 Annual Statement. On or before June 15 of each year Tenant shall furnish a true and accurate statement of all sales and business transacted during such year upon which the percentage rent is based. The statement shall show the refunds and returns deducted in computing the amount of such gross sales and business transacted and shall be certified to be correct by Tenant or Tenant's principal agent. In the computation Tenant shall adjust the total fixed rents and total annual percentage rent and remit the balance due.

5.06 Adjustments to Minimum Annual Rent and Minimum Monthly Payment.

(a) Commencing on each anniversary of the Term of the Agreement, there shall be an adjustment to the Minimum Annual Rent to reflect cost of living increases that have occurred over the prior 10-month period ending in October. The cost of living adjustment shall be determined in accordance with the U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-San Jose area. If the described index shall no longer be published, another generally recognized index shall be substituted by agreement of the parties.

(b) Upon adjustment of the Minimum Annual Rent and Minimum Monthly Payment as provided for above, Landlord shall notify Tenant in writing. Failure of Landlord to so notice Tenant shall not relieve Tenant of responsibility to pay any increase in Rent.

5.07 Late Charge and Interest on Unpaid Rent.

(a) Rent is deemed late if not received by Landlord by the 10th day of each month. Rent not paid when due shall bear interest from the date due until paid at the maximum amount permitted by law, not to exceed 1.5% per month. Tenant acknowledges that late payments and/or failure to submit any statement required by this Agreement when due will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, but are not limited to, processing and accounting charges. Therefore, if any monthly rental payment is not received by Landlord by the due date, or if any statements of sales and business transacted are not submitted by Tenant to Landlord by the due date, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant.

(b) Landlord's acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or otherwise affect Landlord's ability to exercise any and all available rights and remedies.

5.08 Books and Records

(a) Tenant shall keep full, complete and proper books, records, and accounts of its daily Gross Sales. Landlord and its agents and employees shall have the right, with forty eight (48) hours prior notice, anytime during the regular business hours, to examine and copy all of the books and records of Tenant, including any sales tax reports pertaining to the business of Tenant conducted at the Premises and License Area, for the purpose of investigating and verifying the accuracy of any Monthly Statement or of Gross Sales.

(b) Tenant shall keep all its records for two (2) years. If an audit discloses an understatement by Tenant of three percent (3%) or more in Gross Sales for the period of any report, then the Tenant shall immediately pay to Landlord the cost of such audit; otherwise, the cost of such audit shall be paid by Landlord.

(c) Landlord agrees to maintain all business information obtained through Monthly Statements and/or audits as confidential to the extent legally permitted, with the exception of information required to bring or defend legal actions.

5.09 Damages For Failure To Operate: Landlord desires to keep the Wharf fully operational and to receive Rent from Tenant. Tenant acknowledges and understands that its failure to keep its business open and operational during the times set forth elsewhere in this Agreement without the prior written consent of Landlord will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, (a) if Tenant fails to open and operate its business to the public by the date of Commencement, or (b) thereafter, if Tenant fails to continuously operate its business in accordance with the terms of this Agreement or vacates the Premises and the License Area prior to the expiration of the term, Landlord shall have the right, at its option, to collect as liquidated damages an amount equal to one-thirtieth (1/30) of the monthly installment of Minimum Annual Rent for each day which Tenant fails to so operate in order to compensate Landlord for the loss of Rent and customer traffic, in addition to all other charges and amounts payable under this Agreement. Landlord and Tenant agree that said charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such action by Tenant.

ARTICLE 6 - TAXES AND ASSESSMENTS

6.01 Personal Property Taxes. Tenant shall pay before delinquency all federal, state or local taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Premises, and that become payable during the term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

6.02 Possessory Interest Taxes. Tenant shall pay before delinquency all possessory interest taxes, assessments, license fees, and other charges that are levied and assessed against the leasehold interest. "Possessory Interest Tax" means that tax imposed pursuant to laws of the State of California on leaseholds of tax exempt property and does not include taxes on Tenant's inventory, personal, or any other tax or assessment that is presently or may, in the future be levied. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

ARTICLE 7 – ASSIGNMENT AND SUBLETTING

7.01 Landlord's Consent Required. With Landlord's written consent, which consent shall not be unreasonably denied, Tenant may assign or encumber its interest in the Lease or in the Premises, or sublet all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises. In the event Tenant submits a request with Landlord pursuant to this section, the request shall be accompanied by a copy of all agreements between the Tenant and the proposed assignee setting forth all of the terms and conditions of the sale of the business and assignment of the leasehold interest, a statement by the proposed assignee describing, in detail, assignee's proposed plan for operation of the business, setting forth in particular, any changes in the management operation, staffing, services, merchandise, and pricing proposed by the assignee, pro forma financial statements demonstrating that the

assignee would be able to operate the business in an economically viable manner during the remainder of the Term, and any other information requested by the Landlord concerning the proposed assignee's ability to financially assume the obligation of the Lease and to conduct the business designated herein.

7.02 Deemed Assignment. Any transfer of this Agreement from Tenant by merger, consolidation, liquidation or sale of a controlling interest of corporate stock shall constitute an assignment. All transfers shall require Landlord approval. The phrase "controlling interest" means the right to vote stock possessing at least fifty-one percent (51%) of the combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors.

7.03 Involuntary Assignment. It is specifically intended that neither this Agreement, nor any interest therein or in the Premises shall be assigned by operation of law, including, without limitation, testacy or intestacy, bankruptcy, reorganization or insolvency, and no trustee, Sheriff, creditor, or purchaser at any judicial sale, or any officer of any court or receiver (unless appointed at the request of Landlord) shall acquire any rights under this Agreement, or the possession or use of the Premises or License Area, without the written consent of Landlord.

7.04 Unauthorized Assignment or Sublease. Any attempted assignment or subletting without Landlord's required consent shall be void and shall, at the option of Landlord, terminate this Agreement. Any assignee, subtenant or other recipient of Tenant's interest in this Agreement is hereby notified that such transfer is of no force or effect without Landlord's prior written consent.

7.05 Effect of Consent. Consent by Landlord to an assignment or subletting shall not release Tenant from its primary liability under this Agreement, and Landlord's consent to one assignment, subletting or occupation by other parties shall not be deemed a consent to other subleases, assignments or use by other parties.

ARTICLE 8 - SECURITY DEPOSIT

8.01 Amount of Deposit

(a) Upon execution of this Agreement, Tenant shall deposit with Landlord the one twelfth (1/12) of the annual fixed rental as a Security Deposit (the "Security Deposit"). This Security Deposit shall be held by Landlord, without liability for interest, as partial security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Agreement to be performed by Tenant. Landlord may commingle the Security Deposit and shall not be required to keep it separate from its general funds.

(b) The Security Deposit shall be held by Landlord, without liability for interest, as partial security for the full and faithful performance by Tenant of all the terms, covenants and conditions of this Agreement to be performed by Tenant. Landlord may commingle the Security Deposit and shall not be required to keep it separate from its general funds.

8.02 Use and Return of Security Deposit. If Tenant fails to abide by any of the terms, covenants and conditions of this Agreement, then Landlord, at its option, may use any amount of the Security Deposit to compensate Landlord for any loss or damage sustained or suffered due to such failure by Tenant. The entire Security Deposit, or any portion thereof, may

be applied by Landlord for the payment of overdue rent or other sums due and payable to Landlord by Tenant hereunder. Tenant shall, upon the written demand of Landlord, immediately remit to Landlord a sufficient amount in the form of a cashier's check to restore the Security Deposit to the original sum deposited. Failure to do so within five (5) days after such demand shall constitute a material breach of this Agreement. Should Tenant comply with all of the terms, covenants and conditions of this Agreement and promptly pay when due all of the rent herein provided and all other sums payable by Tenant to Landlord, the Security Deposit will be returned in full to Tenant within thirty (30) days following the end of the Term or earlier termination of this Agreement.

8.03 Transfer of Security Deposit. Landlord may deliver the Security Deposit to Landlord's assignee or successor in interest in the Premises, in the event that Landlord's interest is sold, conveyed, transferred or assigned, and upon delivery, Landlord shall be discharged from any further liability with respect to repayment of the Security Deposit to Tenant.

ARTICLE 9 – USE OF PREMISES AND CONDUCT OF BUSINESS

9.01 Use of Premises and License Area.

(a) Tenant shall use the Premises under the trade name, and solely for the use specified, in Sections 1.01 and 1.09 respectively, herein. No use shall be made of the Premises that interferes with fishing, commerce, navigation or the maintenance and operation of the Wharf.

(b) Tenant shall at no time allow slot machines or any other gaming machines or arcade amusement machines (including without limitation pinball, video, and other games of amusement), to be used, operated or kept within the Premises or License Area without the prior written consent of Landlord. Tenant shall not commit or suffer to be committed any waste upon the Premises or License Area or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenants or their customers on the Wharf.

(c) Tenant shall not use, or permit the Premises and the License Area or any part thereof to be used, for any purpose other than the purpose for which the Premises and License Area are leased or licensed. No use shall be made or permitted to be made of the Premises and License Area, nor acts done, which will increase the existing rate of insurance upon the Premises and License Area, or cause a cancellation of any insurance policy covering the Premises and License Area or any part thereof. Nor shall Tenant sell or permit to be kept, used, stored or sold in or about the Premises and License Area any article which may be prohibited by any policy of fire insurance obtained by the Landlord. Tenant shall, at its sole cost, comply with any and all requirements regarding the use of the Premises and License Area by any company that issues a policy of fire, casualty or public liability insurance to the Landlord. If Tenant's use of the Premises and License Area results in a rate increase for the Premises and License Area or any other building on the Wharf, or the Wharf itself, Tenant shall pay as additional rent within ten (10) days written notice, a sum equal to the additional premium caused by such rate increase.

9.02 Service Requirements. In addition to all other requirements in this Agreement, Tenant shall be required to meet the following minimum service requirements:

(a) Tenant shall supply at least fifteen (15) boats with motors available for rental to the public. Said boats and motors shall be in good, operational condition, and shall be in compliance with all Coast Guard regulations.

- (b) Tenant shall operate the hoist located on the Wharf during all times necessary to adequately serve the public. Tenant is solely responsible for operation of the hoist. Because of the nature of the hoist, it is not possible to have a railing on the edge of the Wharf in the vicinity of the hoist. Tenant must take all measures necessary to keep the public away from that portion of the Wharf that has no railing, including, but not limited to, the erection of chains or barriers. The City Manager or the Public Works Director may require additional safety measures in this regard.
- (c) Tenant may, but is not required to, operate boat sales, boat repairs and boat chartering businesses.

9.03 Conduct and Operation of Business. Tenant agrees that Tenant's business operated on the Premises shall be established and conducted throughout the term of this Agreement in a first-class manner and that Tenant will not use the Premises for, or carry on or permit upon the Premises any offensive, noisy, or dangerous trade, business, manufacture, or occupation, or cause or permit any nuisance. Tenant further agrees that neither the Premises nor the License Area shall be used or permitted to be used in whole or in part during the term of this Agreement for any purpose or use that is in violation of an applicable laws, ordinances, regulations, and/or rules of any public authority. Tenant will do all things necessary to maintain the Premises and the License Area in a clean, neat, and sanitary manner, and in compliance with all applicable laws, ordinances, regulations, and/or rules of any public authority, and will keep the Premises open for business and cause such business to be conducted thereon during each and every day and for such number of hours each day as is necessary to fully serve the public. Tenant shall provide, carry and offer for sale at all times a full line of services and full and complete stock of reasonable merchandise at competitive prices, and shall maintain adequate personnel for the efficient serving of customers. Tenant shall provide, carry and offer for sale only high quality merchandise, and shall not lower the quality of its services or merchandise or change the quality of its business without Landlord's consent. Tenant shall employ its best efforts to operate the business conducted on the Premises in a manner that will produce the maximum volume of gross sales.

9.04 Licenses and Permits. Tenant shall obtain and maintain, at its sole cost and expense, all necessary licenses and permits to operate the businesses above on the Premises.

9.05 Hazardous or Toxic Materials.

(a) Tenant shall comply, at its expense, with all federal, state and local statutes or regulations concerning environmental conditions, emissions, pollutants and controls. Tenant shall not cause, store, use or permit any Hazardous Material, including without limitation asbestos or polychlorinated biphenyls, to be brought upon, kept or used in or about the Premises and License Area by Tenant, its agents, employees, contractors or invites, without the prior written consent of Landlord, which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business, does not violate any requirements of the Landlord's policies of fire, causality or public liability insurance and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises and License Area.

(b) If Tenant breaches any of its obligation stated herein, or if the presence of Hazardous Material on the Premises and License Area caused or permitted by Tenant results in contamination of the Premises and License Area, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgment, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Premises and License Area,

damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises and License Area, damages arising from any adverse impact on marketing of space on the Wharf, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the lease term as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises and License Area caused or permitted by Tenant results in any contamination of the Premises and License Area, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises and License Area to the condition existing prior to the introduction of any such Hazardous Material to the Premises and License Area; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises and License Area.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" shall include without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), and any amendments or successor statutes thereto.

9.06 Compliance with Governmental Regulations. Tenant shall, at its sole cost and expense, comply with all of the requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises and License Area. With regard to the use of the Premises and License Area, Tenant shall faithfully observe all local ordinances and state and federal statutes now in force or which may hereafter be in force.

9.07 Americans With Disabilities Act. Tenant acknowledges and expressly accepts full responsibility and shall incur all costs and expenses for compliance with the requirements of the Americans with Disabilities Act (ADA) and any other local, state or federal law or regulation regarding the accessibility of the Premises and License Area by disabled individuals. Tenant agrees to release, indemnify, defend and hold Landlord harmless for any claim, loss, expense or liability arising from Tenant's failure to fully comply with all such laws or regulations.

ARTICLE 10 – IMPROVEMENTS

10.01 Consent. Tenant shall not make any improvements, alterations or additions to the Premises or the License Area without Landlord's prior written consent. All improvements,

alterations and additions shall be in conformity with the laws, directives, rules or regulations of all applicable public and governmental agencies. Prior to the commencement of any work relating to any repairs, alterations, improvements or additions approved by Landlord, Tenant's contractor(s) shall notify the Public Works Director.

10.02 Notices. At least fifteen (15) days prior to commencing any work relating to any improvements, alterations or additions approved by Landlord, Tenant shall notify Landlord in writing of the expected commencement date. Landlord shall have the right thereafter to post and maintain on the Premises and the License Area such notices as Landlord deems necessary to protect Landlord and the Premises and the License Area from mechanics' liens, materialmen's liens or any other liens. Tenant shall pay, when due, all claims for labor and materials furnished to or for Tenant for use in improving the Premises and the License Area. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises and the License Area arising out of work performed, materials furnished or obligations to have been performed on the Premises and the License Area by or at the request of Tenant. Tenant hereby indemnifies and holds Landlord harmless against loss, damage, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it.

10.03 Trade Fixtures. Tenant may install trade fixtures, display items, machinery or other trade equipment in conformance with the all laws, ordinances, directives, rules or regulations of all applicable public and governmental agencies. With the exception of furniture, equipment and trade fixtures that may be removed by Tenant without causing damage to the Premises and the License Area, all improvements, alterations or additions shall become part of the Premises and License Area and belong to Landlord at termination of the Agreement. Tenant shall not remove any trade fixtures, display items, machinery or other trade equipment from the Premises and the License Area, without Landlord's written consent, if the removal of any such item would cause damage to the Premises and License Area and, in the absence of Landlord's written consent to removal, any such item shall be deemed a part of the Premises and the License Area and belong to the Landlord at termination of the Agreement.

10.04 Restoration. Except as otherwise provided herein, Tenant shall return the Premises and the License Area to the same condition as existed at the date of execution of the Agreement, reasonable wear and tear expected. Landlord, through Landlord's sole discretion and authority, and upon receipt of written request from Tenant, may consider allowing any Tenant Improvements approved by Landlord under this Agreement to remain. Landlord, at its election, may also require Tenant to remove, at tenant's sole cost, any improvements, alterations or additions approved by Landlord in accordance with this Agreement. Tenant shall repair, at its sole cost, any damage resulting from the removal of any alterations, improvements, additions, equipment, machinery or trade fixtures.

10.05 Signs and Advertising Matter.

(a) Tenant will not place, install, maintain or construct or allow any third party to place, install, maintain or construct any sign, banner, flag, awning or canopy, covering, or advertising matter on the roof, or on any exterior door, wall or windows of the Premises and the License Area without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or window coverings in good condition and repair at all times. Tenant shall not display or sell any merchandise or allow carts, portable signs, devices, vending machines or other objects to be stored or remain on the wharf or elsewhere outside of the defined exterior of the Premises and the License Area without the prior written consent of the Landlord.

(b) No advertising medium shall be used or allowed to be used by Tenant which can be heard or experienced outside the Premises and the License Area, including without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or television. Except with Landlord's prior written consent, Tenant shall not distribute or cause to be distributed on the Wharf any handbills or other advertising devices.

ARTICLE 11 - MAINTENANCE AND REPAIRS

11.01 Landlord's Maintenance Obligations.

(a) Landlord, on behalf of Tenant, shall maintain in good condition and repair the foundations, roofs, structural components (including Wharf substructure and pilings), and exterior surfaces of exterior walls of the Building (exclusive of doors, door frame, door checks, windows, window frames and store fronts); provided, however, if any repairs or replacements are necessitated by the negligence, gross negligence or willful acts of Tenant, its officers, employees, representatives, agents, customers, invitees or trespassers or by reason of Tenant's failure to observe or perform any provisions contained in this Agreement or caused by alterations, additions or improvements made by Tenant or its officers, employees, representatives, agents, contractors, subcontractors, laborers or materialmen, the cost of such repairs and replacements shall be the sole obligation of Tenant.

(b) Tenant shall be solely responsible for all repairs to and maintenance of the Premises, the License Area, and improvements constructed or used by Tenant within the License Area which are not expressly allocated to the Landlord under this Agreement or by separate written agreement between the Landlord and Tenant.

(c) Unless Tenant notifies Landlord in writing of the need for repairs under this provision, Landlord shall not be liable for its failure to make such repairs. Landlord shall be entitled to a reasonable period of time to effect such repairs upon receipt of said written notice from Tenant. Tenant waives any right of offset against any rent due hereunder and agrees not to assert as an affirmative defense in any judicial proceeding or arbitration brought by Landlord against Tenant on claims made under this Agreement the provisions of Sections 1941 and 1942 of the California Civil Code, or any superseding statute, and of any other law permitting Tenant to make repairs at Landlord's expense.

11.02 Landlord's Right of Entry. Landlord, its agents, contractors, employees and assigns may enter the Premises and License Area at all reasonable times to: (a) examine the Premises and License Area; (b) perform any obligation of, or exercise any right or remedy of, Landlord under this Agreement (c) make repairs, alterations, improvements or additions to the Premises, the Building, the License Area, or to other portions of the Wharf as Landlord deems necessary; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; (e) show prospective tenants the Premises and License Area during the last six (6) months of the Term; and (f) perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises and License Area should Tenant fail to commence to make, and diligently pursue to completion, in a reasonable time as defined by Landlord, Tenant's required repairs after written demand therefor by Landlord. Landlord's right of entry includes the right to erect scaffolding and all other necessary structures to make any repairs, alterations, or improvements to the Premises, the License Area, and/or the Capitola Wharf. Tenant's rent for the Premises shall be subject to proration during such period that Tenant is unable to occupy the entire Premises due to Landlord's entry to make repairs, alterations or improvements to the Premises, the License Area, and/or the Capitola Wharf. Tenant hereby waives any claims to damage against Landlord

arising from loss of business by reason of Landlord's entry as provided for in this Paragraph. Landlord will give a minimum of twenty-four (24) hours advance notice of such entry when practicable.

11.03 Tenant's Maintenance Obligations.

(a) Except as provided elsewhere in this Agreement, Tenant, at its sole cost and expense, shall keep the Premises and License Area in good order, condition and repair and shall make all replacements necessary to keep the Premises and License Area in such condition, including maintenance, repair, and HVAC systems, and maintenance and inspection of fire sprinkler systems.

(b) All replacement equipment shall be of a quality equal to or exceeding that of the original equipment or improvements, and shall keep with the décor established for the Wharf. Should Tenant fail to make these repairs and replacements or otherwise maintain the Premises and License Area for a period of three (3) days after delivery of a written demand by Landlord, or should Tenant commence, but fail to complete, any repairs or replacements within a reasonable time after written demand by Landlord, Landlord shall have the right to make such repairs or replacements without liability to Tenant for any loss or damage that may occur to Tenant's stock or business, and Tenant shall pay for all costs incurred by Landlord in making such repairs or replacements, together with interest thereon at the maximum rate permitted by law from the date of commencement of the work through the date of payment. Tenant shall, at its expense, repair promptly any damage to the Premises, Building, the License Area, or the Wharf caused by Tenant, its agents, employees, customers, invitees, subtenants, assignees or concessionaires, or caused by the installation or removal of Tenant's personal property.

(c) Tenant shall, at its own expense, comply with all requirements of the Landlord's insurance underwriters and any other governmental authority having jurisdiction thereof, regarding the installation and periodic maintenance of fire suppression systems or apparatus.

(d) Tenant agrees, at the expiration of the term of this Lease, or upon earlier termination thereof for any reason, to quit and surrender said premises in good condition and repair, reasonable wear and tear and damages by acts of God, excepted.

ARTICLE 12 – UTILITIES

12.01 Separate Charges. Tenant shall pay for all water, garbage, gas, heat, light, power, telephone service and any other utilities metered or otherwise separately charged to the Premises and License Area. Tenant will pay its share of the Sanitation District billing for sewer to the City in accordance with the District's breakdown of charges. Regarding electricity, the parties will continue the present practice whereby a commercial testing service periodically measures existing consumption of both Tenant and the other Wharf tenant, and correspondingly apportions electricity charges between them. Such payments are due within thirty (30) days of City's invoice.

12.02 Garbage and Trash. Tenant shall make all such arrangements as are necessary to ensure that garbage and trash are removed from the Premises and from the License Area. Tenant is also responsible for cleaning and maintaining any fish-cleaning tables located on the Wharf. Tenant shall frequently and promptly conduct the cleanup operations required by this section.

12.03 Interruption. Landlord shall not be liable for any failure or interruption of any utility service being furnished to the Premises and License Area, and no such failure or interruption shall entitle Tenant to terminate this Agreement.

ARTICLE 13 - INDEMNIFICATION AND INSURANCE

13.01 Indemnification. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant, as a material part of the consideration for this Agreement, hereby expressly waives and releases all claims against Landlord, its officers, employees, representatives and agents, for any injury or damage to any person or property on or about the Premises and License Area arising for any reason. Tenant agrees to indemnify, release, defend and hold harmless Landlord, its officers, employee, representatives and agents from any loss, claim, cost, expense or liability for any injury or damage to person or property, occurring in, on or about the Premises and License Area, arising for any reason, including without limitation the condition or use of the Premises and License Area or the improvements or personal property located therein and against any loss, claim, cost, expense or liability for injury to the person or property of Tenant, its agents, officers, employees, invitees or trespassers.

13.02 Insurance Requirements. Lessee 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 Lessee's operation and use of the Premises and License Area. The cost of such insurance shall be borne by the Tenant.

(a) Minimum Scope of Insurance. Coverage shall be at least as broad as the following:

- (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (ii) Workers' Compensation insurance as required by the State of California.
- (iii) Property insurance against all risks of loss to any Tenant property, improvements or betterments.

(b) Minimum Limits of Insurance. Lessee shall maintain limits no less than the following:

- (i) General Liability. \$1,000,000 per occurrence for bodily injury, personal, (Including operations, injury and property damage, products and completed operations).
- (ii) Property Insurance. Minimum of \$1,000,000 or equal to the full replacement value (whichever is greater) of Tenant's personal property, trade fixtures, equipment, merchandise, improvements located on the Premises and License Area.
- (c) Deductibles and Self-Insured Retentions. Landlord may choose to review deductibles and self-insured retentions on property insurance. At the option of Landlord, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Landlord,

its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to Landlord guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(c) Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

- (i) The City of Capitola, its officers, officials, employees and volunteers are to be covered as insured's with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.
- (ii) Tenant's insurance coverage shall be primary insurance as respects Landlord, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Landlord, its officers, officials, employees or volunteers shall be excess of Tenant's insurance and shall not contribute with it.
- (iii) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been given to Landlord.

(d) Acceptability of Insurer. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

(e) Verification of Coverage. Tenant shall furnish Landlord with original certificates and amendatory endorsements effecting commercial general liability coverage required by this agreement. Upon request by Landlord, Tenant shall provide certificates evidencing the other coverages required herein. The endorsements should be on forms provided by Landlord or on other than Landlord's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by Landlord before the Lease commences. Landlord 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.

(f) Increase in Coverage. Landlord may increase or decrease the amount of commercial general liability insurance required herein, based upon a general review by Landlord of the standard insurance requirements. Such changes in coverage shall be commercially reasonable at the determination of Landlord. Changes in insurance amounts shall occur not more frequently than every two years. Landlord will notify Tenant of any changes under this provision of this Agreement.

13.03 Tenant's Failure To Maintain Insurance. Tenant agrees that if Tenant does not maintain any insurance policy required under this Agreement or fails to pay any premiums when due, Landlord may, at its election, either terminate this Agreement, require that the Premises and License Area be immediately closed for business pending reinstatement of insurance by Tenant, or obtain the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be additional rent due by the Tenant and payable on the next date upon which a payment of rent is due.

13.04 Fire Insurance/Other Insurance Premiums.

(a) Tenant, at its sole cost, shall procure and maintain an insurance policy throughout the term of this Agreement insurance as may be deemed necessary by Landlord or

required by Landlord's lender or by any governmental agency. Tenant shall also carry throughout the term of this Agreement at Tenant's expense, fire and extended coverage casualty insurance covering the Tenant's personal property, trade fixtures, equipment and merchandise located in or upon the Premises and License Area in an amount approved by Landlord. Landlord, in its sole discretion, may require Tenant, from time to time, to procure and maintain other policies of insurance covering the Premises and License Area, including without limitation, earthquake insurance, vandalism and malicious mischief endorsement and rental loss insurance.

(b) All policies of insurance required under this Agreement shall name Landlord as an additional insured. Landlord has the right at any time to demand a copy of a Certificate of Insurance from Tenant for the policies of insurance required herein and any other reasonable evidence proving compliance with these provisions. The failure to provide the Landlord with such evidence within five (5) calendar days of such demand shall constitute a material breach of this Agreement.

(c) If Tenant is unable to obtain any policy of insurance required by Landlord under this Agreement, then Landlord, at its sole discretion, and subject to the availability of coverage, may purchase such policy of insurance and Tenant shall reimburse Landlord for Tenant's pro rata share of the cost of such insurance. In determining Tenant's pro rata share of the premiums for any such insurance specified herein, the schedule issued by the organization making the insurance rate on the improvements, areas and/or risks covered, showing the various components of such rates, shall be conclusive evidence of the charges which make up the insurance rate and the pro rata share to be charged to the Premises and License Area. If such a schedule cannot be obtained, then Tenant's pro rata share shall be based upon the ratio that the gross floor area of the Premises and License Area bears to the total gross leasable floor area of the building or buildings for which said insurance policy relates. Landlord may estimate the cost of insurance and collect and impound Tenant's share of these costs upon written notice to Tenant.

13.05 Waiver of Subrogation. Tenant and Landlord each waive its right of recovery against the other, and each party's successors, assigns, directors, agents and representatives in connection with any loss or damage caused to property belonging to the Tenant or Landlord which is covered by any insurance policy of either the Tenant or Landlord in force at the time of any such loss or damage. Tenant and Landlord hereby waive, on behalf of each party's insurance carriers, any right of subrogation it may have against the other party and each shall notify its carriers of the waiver contained herein.

13.06 Waiver of Loss and Damage. Landlord shall not be liable for any damage to inventory or other property of Tenant, or others, located in, on or about the Premises and License Area, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, which is not the direct result of Landlord's negligence, and Tenant waives any claim against Landlord with respect to such property. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises and License Area or from the pipes, appliance or plumbing works or from the roof, street or subsurface or from any other places or by any other cause of whatsoever nature. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any such damage caused by other tenants or persons in the Premises and License Area, occupants of adjacent property of the Wharf, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises and License Area shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation

claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

13.07 Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in or around the Premises and License Area or of any damage or defects in the Premises and License Area, or any fixtures or equipment therein.

ARTICLE 14 – DEFAULT

14.01 Events of Default. The occurrence of any of the following shall constitute a breach and material default of this Agreement by Tenant:

(a) The failure of Tenant to pay or cause to be paid any rent, monies or other charges due Landlord as set forth in this Agreement if the failure continues for ten (10) consecutive calendar days after the due date payment of any such amounts;

(b) The failure of Tenant to maintain all insurance coverage as set forth in Article 13.

(c) The abandonment of the Premises and the License Area by Tenant, which shall mean failure to operate as set forth in this Agreement for seven (7) consecutive days, except by prior written notice by Tenant and with the written consent of Landlord;

(d) Except as otherwise provided in this Agreement, the failure of Tenant to do or cause to be done any act as set forth in this Agreement, if the failure continues for ten days (10) consecutive days after notice has been given to Tenant. However, Tenant shall not be in default of this Agreement if Tenant commences to cure the default within said ten (10) day period and diligently and in good faith continues to cure the default to the satisfaction of the Landlord;

(e) Tenant causing, permitting or suffering, without the prior written consent of Landlord, any act when this Agreement requires Landlord's prior written consent or prohibits such act; or

(f) Any act of bankruptcy caused, suffered or permitted by Tenant. For the purposes of this Agreement, "act of bankruptcy" shall include any of the following:

- (i) Any general assignment or general arrangement for the benefit of creditors;
- (ii) The filing of any petition by or against Tenant to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, unless such petition is filed against Tenant and the same is dismissed within sixty (60) days;
- (iii) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises and License Area or of Tenant's interest in this Agreement.

- (iv) The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises and License Area or of Tenant's interest in this Agreement.

14.02 Notice of Default and Opportunity to Cure. Landlord shall give written notice to Tenant of any Event of Default on the part of Tenant. Said notice shall specify the nature of the act, omission, or deficiency giving rise to the Event of Default. In addition, if the Event of Default is curable, and does not give rise to an imminent danger to health or safety, the notice shall also specify the action required to cure the default, and a reasonable date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which Tenant must take or commence such action to cure. If the notice specifies only a commencement date for the cure, Tenant must commence such cure within the specified time and shall diligently pursue the cure to completion within a reasonable time thereafter.

14.03 Remedies. In the event of any breach by Tenant, in addition to other rights or remedies of Landlord at law or in equity, Landlord shall have the following remedies:

- (a) Landlord shall have the right to recover against Tenant:
 - (i) The worth at the time of award of the unpaid rent that had been earned at the time of termination;
 - (ii) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of the rental loss that Tenant proves could have been reasonably avoided;
 - (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; and
 - (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Agreement.

(b) The worth at the time of award of the amounts referred to in the previous subparagraphs shall be computed by allowing interest at ten percent (10%) per annum. The worth at the time of award of the amount referred to in subparagraph (iii) shall be computed by discounting this amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) Efforts Landlord may make to mitigate the damages caused by Tenant's breach of this Agreement shall not constitute a waiver of Landlord's right to recover damages against Tenant, nor shall anything contained in this Agreement affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Agreement for personal injuries or property damage, and Tenant agrees to indemnify and hold Landlord harmless from any injuries and damages, including all reasonable attorney fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery, and in enforcing the terms and provisions of this indemnification against Tenant.

(d) However, the breach of this Agreement by Tenant, or an abandonment of the Premises and the License Area by Tenant, shall not constitute a termination of this Agreement, nor of Tenant's right of possession under this Agreement, unless and until Landlord

elects to do so, and until that time Landlord shall have the right to recover rent and all other payments to be made by Tenant under this Agreement as they become due; provided, that until Landlord elects to terminate this Agreement and Tenant's right of possession under this Agreement, Tenant shall have the right to sublet the Premises and the License Area or to assign interests in this Agreement, or both, subject only to the written consent of Landlord, which consent shall not be unreasonably withheld.

(e) As security for the performance by Tenant of all duties and obligations under the Agreement, Tenant assigns to Landlord the right, power, and authority, during the continuance of this Agreement, to collect the rents, issues, and profits of the Premises and the License Area, reserving to Tenant the right, prior to any breach or default by Tenant under this Agreement, to collect and retain the rents, (solely in the case of a sublease previously approved by Landlord) issues, and profits, from the operation of Tenant's approved business use, as they become due and payable, and so long as payments to Landlord are also kept current. Upon any breach or default, Landlord shall have the right at any time afterward, without notice except as provided for previously, either in person, by agent, or by a receiver to be appointed by a court, enter and take possession of the Premises and the License Area and collect rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any secured indebtedness, and in an order as Landlord may determine.

(f) In the event that Landlord should take any act to maintain or preserve the Premises and the License Area on Tenant's behalf, or seek the appointment of a receiver to protect Landlord's interests under this Agreement, such acts shall not constitute a termination of Tenant's right of possession unless Tenant receives written notice from Landlord to regarding Landlord's election to terminate.

(g) Tenant acknowledges that Landlord has executed this Agreement in reliance on the financial information furnished by Tenant to Landlord as to Tenant's financial condition. If it is determined at any time subsequent to the date of this Agreement that any of the financial information furnished by Tenant and relied upon by Landlord in executing this Agreement is substantially untrue or inaccurate, Tenant shall be deemed to be in default under this Agreement, which default shall not be subject to cure, and which shall entitle Landlord to exercise all remedies reserved to Landlord under this Agreement or otherwise available to Landlord at law.

14.04 Covenants and Conditions. All covenants made by Tenant hereby are conditions of this Agreement; therefore, in the event of any default by Tenant in fulfilling any of the same, Landlord may at any time thereafter at its option declare a forfeiture of this Agreement. Landlord shall not be obligated to perform any covenant made by Landlord under this Agreement which accrues after the date of any default by Tenant hereunder.

ARTICLE 15 - DAMAGE OR DESTRUCTION

15.01 Landlord's Duty To Repair.

(a) If the Premises and the License Area are destroyed or materially damaged from a cause not insured against under a fire or casualty insurance required herein, or if the amount of available insurance proceeds, including deductible costs, is not sufficient to completely repair or restore any such damage or destruction, Landlord shall have the right to terminate this Agreement by giving written notice of termination to Tenant within thirty (30) days after the date of the damage or destruction. If the Agreement is not terminated, then Landlord

shall diligently proceed to repair and restore the Premises and the License Area to the extent that insurance proceeds, including deductible costs, are sufficient to completely repair or restore any such damage or destruction.

(b) If the Premises and the License Area are materially damaged or destroyed from a cause covered by a fire or casualty insurance required herein, and it can be repaired or restored within thirty (30) days after commencement of repair or restoration, then Landlord shall diligently proceed to repair and restore the Premises and License Area. If Landlord determines that the Premises and the License Area cannot be repaired or restored within this period, then this Agreement may be terminated at the option of either party.

(c) If the Premises and the License Area are damaged to the extent of fifty percent (50%) or more of the replacement cost, Landlord may elect to terminate this Agreement.

(d) If Landlord elects or is required to make repairs under this Article, Tenant shall be entitled to a reduction in rent or License Fees, equal to that portion of the Premises and the License Area in which the floor area rendered unusable bears to the gross floor area of the Premises and the License Area, from the date of damage to the earlier of the date Tenant reopens for business or thirty (30) days from completion of Landlord's repair work. If, in Landlord's sole determination, the damage to the Premises and the License Area is such that Tenant cannot conduct normal business operations and must close, Tenant shall be entitled to a reduction in rent or License fees from the date of damage to the earlier of the date Tenant reopens for business or thirty (30) days from completion of Landlord's repair work. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises and the License Area.

(e) Except as otherwise provided in this Agreement, damage to or destruction of the Premises and the License Area shall not terminate this Agreement or result in the abatement of any rent or other charges payable under this Agreement. Tenant expressly waives any right it may have, in law or equity, to offset any cost incurred by Tenant for repairs or restoration to the Premises and the License Area against Tenant's obligations to pay rent in connection with Landlord's duties of repair and restoration under this Agreement.

(f) Landlord's duties of repair and restoration under the provisions of this Agreement shall extend only to those portions of the Premises and the License Area insured under a policy of fire or casualty insurance required herein, and Landlord shall not be responsible for any loss, damage, or destruction to Tenant's personal property, trade fixtures, merchandise, inventory or equipment.

15.02 Tenant's Duty to Repair or Replace. Except as otherwise provided herein, Landlord's obligation to restore shall not include the restoration or replacement of Tenant's personal property, trade fixtures, merchandise, inventory, or equipment. Tenant shall restore and replace said items in the event that Landlord is obligated or elects to repair any damage or destruction of the Premises and the License Area.

ARTICLE 16 - ESTOPPEL CERTIFICATES; ADDITIONAL DOCUMENTS

16.01 Tenant to Furnish Certificate. Tenant shall, within ten (10) business days of written notice from Landlord, execute and deliver to Landlord a written statement certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Tenant's statement shall include other details requested by Landlord, such

as the date to which rent and other charges are paid and Tenant's knowledge concerning any uncured defaults in Landlord's obligations under this Agreement and the nature of such defaults if they are claimed. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrance of the Premises and the License Area. Tenant's failure to deliver such statements within such time shall be conclusive upon the Tenant that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Landlord, and that there are no uncured defaults in Landlord's performance and that not more than one (1) month's rent has been paid in advance.

16.02 Additional Documents. Tenant, upon request of any party in interest, shall execute promptly such instruments and certificates necessary to carry out the intent of the foregoing Sections as shall be requested by Landlord.

ARTICLE 17 - MUNICIPAL WHARF RULES AND REGULATIONS

17.01 Rules and Regulations. Tenant acknowledges and understands that the Premises and the License Area are located on property of Landlord primarily devoted to commerce and navigation, namely the Municipal Wharf, which is under exclusive control of Landlord. By executing this Agreement, Tenant agrees to abide by all laws, ordinances, directives, rules and regulations promulgated by the City Council of the City of Capitola now existing or hereafter made for the government, management, maintenance, operation or improvement of the Wharf, including such directives as to the usage of the Wharf as may be determined or promulgated by the officers or representatives of Landlord in their official or departmental capacity. Tenant further agrees that such laws, ordinances, directives, rules, regulations or conditions as may be imposed by Landlord through its City Council, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant without question or qualification as to the validity or reasonableness thereof.

ARTICLE 18 – MISCELLANEOUS

18.01 Attorneys' Fees. In the event of any legal action, arbitration or proceeding between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and expenses as awarded by the court, arbitrator or other person deciding the legal action, arbitration or proceeding as a part of the judgment or award resulting therefrom.

18.02 Sale or Lease of the Premises and the License Area by Landlord. Notwithstanding any provisions of this Agreement, Landlord may assign in whole or in part Landlord's interest in this Agreement and may sell all or part of Landlord's leasehold interest in the real estate of which the Premises and the License Area are a part. In the event of any sale or exchange of the Premises and the License Area by Landlord and assignment by Landlord of this Agreement, Landlord shall be entirely freed and relieved of all liability under all covenants and obligations contained in or derived from this Agreement or arising out of any act, occurrence or omission relating to the Premises and the License Area which occurs after the consummation of such sale, exchange or assignment.

18.03 Liability to Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto who shall be jointly and severally liable for the covenants contained herein.

18.04 Interpretation. Whenever the singular number is used in this Agreement, the same shall include the plural. Reference to any gender shall include the masculine, feminine and neuter genders, and the word "person" shall include corporation, firm or association, when required by the content.

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

This instrument contains all of the agreements and conditions made between the parties with respect to the hiring of the Premises and the License Area and may not be modified orally or in any manner except by a written instrument signed by all the parties to this Agreement.

The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement and such other provisions shall remain in full force and effect. If any provision of this Agreement 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.

Except as may otherwise be expressly stated, each payment required to be made by the Tenant shall be in addition to and not in substitution for other payments to be made by Tenant.

18.05 Time. Time is of the essence in this Agreement.

18.06 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to that resulting from such prevention, delay or stoppage. However, Tenant's obligations to make payment for rental and other charges pursuant to the terms of this Agreement shall be excused or reduced only as elsewhere specifically provided in this Agreement.

18.07 Notices. Any notice required to be given by one party to the other or required to exercise an option under this Agreement may be given: by personal delivery in writing to the address set forth below; by registered or certified mail to the address set forth below with postage prepaid and return receipt requested; by private express parcel delivery service such as FedEx or United Parcel Service to the address set forth below; by successful facsimile transmission to the facsimile transmission telephone number set forth below; or by successful email transmission to the email address set forth below. Notice shall be deemed communicated on the date of personal delivery in the case of personal delivery; as of five days from the date of postmark in the case of certified or registered mail; as of three days from the date of pick-up by the express parcel service in the case of delivery by an express parcel service; as of the date of facsimile transmission in the case of delivery by successful facsimile transmission; as of the date of email in the case of delivery by successful email transmission. A facsimile transmission shall be deemed successful if the facsimile confirmation sheet documents a successful transmission. An email transmission shall be deemed successful if a return unsuccessful email transmission notice is not received by the transmitting party. Each party may change its notification contact information set forth below by providing written notice of any such change in accordance with this paragraph.

Landlord

City of Capitola
Attn.: City Manager
420 Capitola Ave.
Capitola, Ca 95010

Tenant

JFS, Inc.
15 Municipal Wharf
Santa Cruz, CA 95060

Either party may, by proper notice, at any time designate a different address to which notices shall be sent.

18.08 Relationship of Parties. The relationship of the parties hereto is that of Landlord and Tenant and it is expressly understood and agreed that Landlord is not in any way or for any purpose a partner of Tenant, or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

18.09 Civil Code Section 718. This Lease is made subject to the provisions of Section 718 of the Civil Code of the State of California, and it is agreed that if at any time the leasing of the Premises shall interfere with the use of the Wharf for navigation or fishing, this Lease shall terminate.

18.10 Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Agreement shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

18.11 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Agreement provided.

18.12 Authority. If Tenant is a corporation or partnership, each individual executing this Agreement on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

18.13 Broker's Commission. Each party represents and warrants that there are no claims for brokerage commissions or finder's fees arising from that party's activities in connection with this Agreement, and each party agrees to indemnify and hold the other party harmless from all liability arising from any such claim.

Item #: 10.B. Attach 1.pdf

18.14 Discrimination. Tenant, in its use of the Premises, shall not discriminate against any person or class of persons on the basis of race, color, creed, national origin, sex, age, or physical handicap.

SIGNATURE PAGE FOLLOWS

The parties have executed this Agreement as of the date first written above.

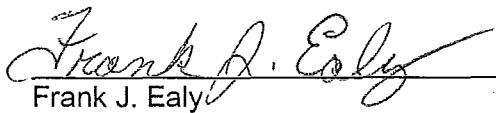
LANDLORD:

City of Capitola
a California municipal corporation

By: _____
Benjamin Goldstein
Its: City Manager

TENANT:

JFS, Inc.
A California Corporation

By:  _____
Frank J. Ealy
Its: Vice-President

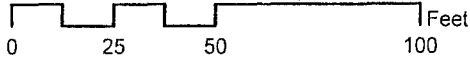
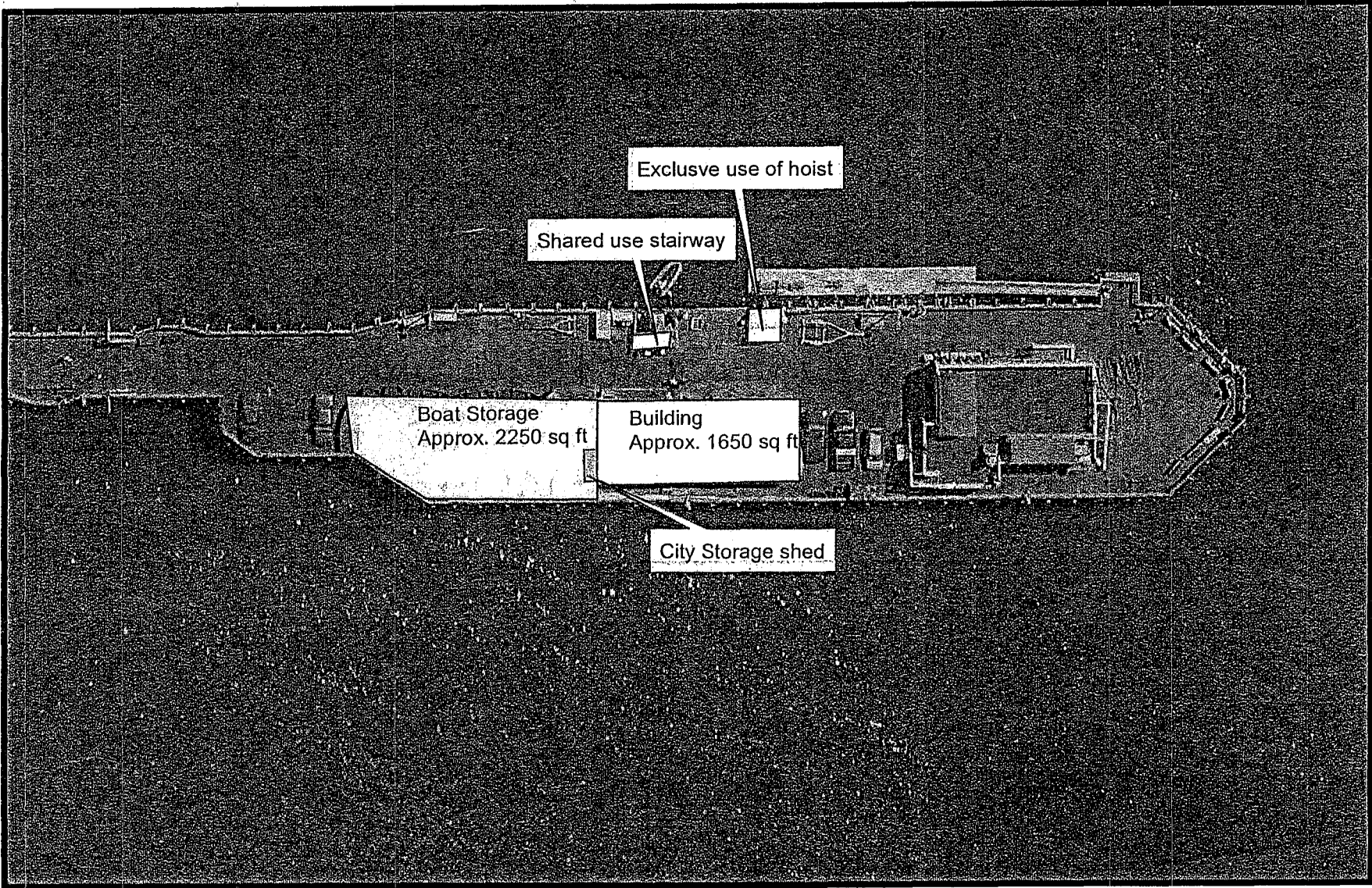
OFFICE OF THE CITY ATTORNEY

By: _____

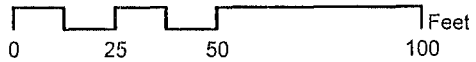
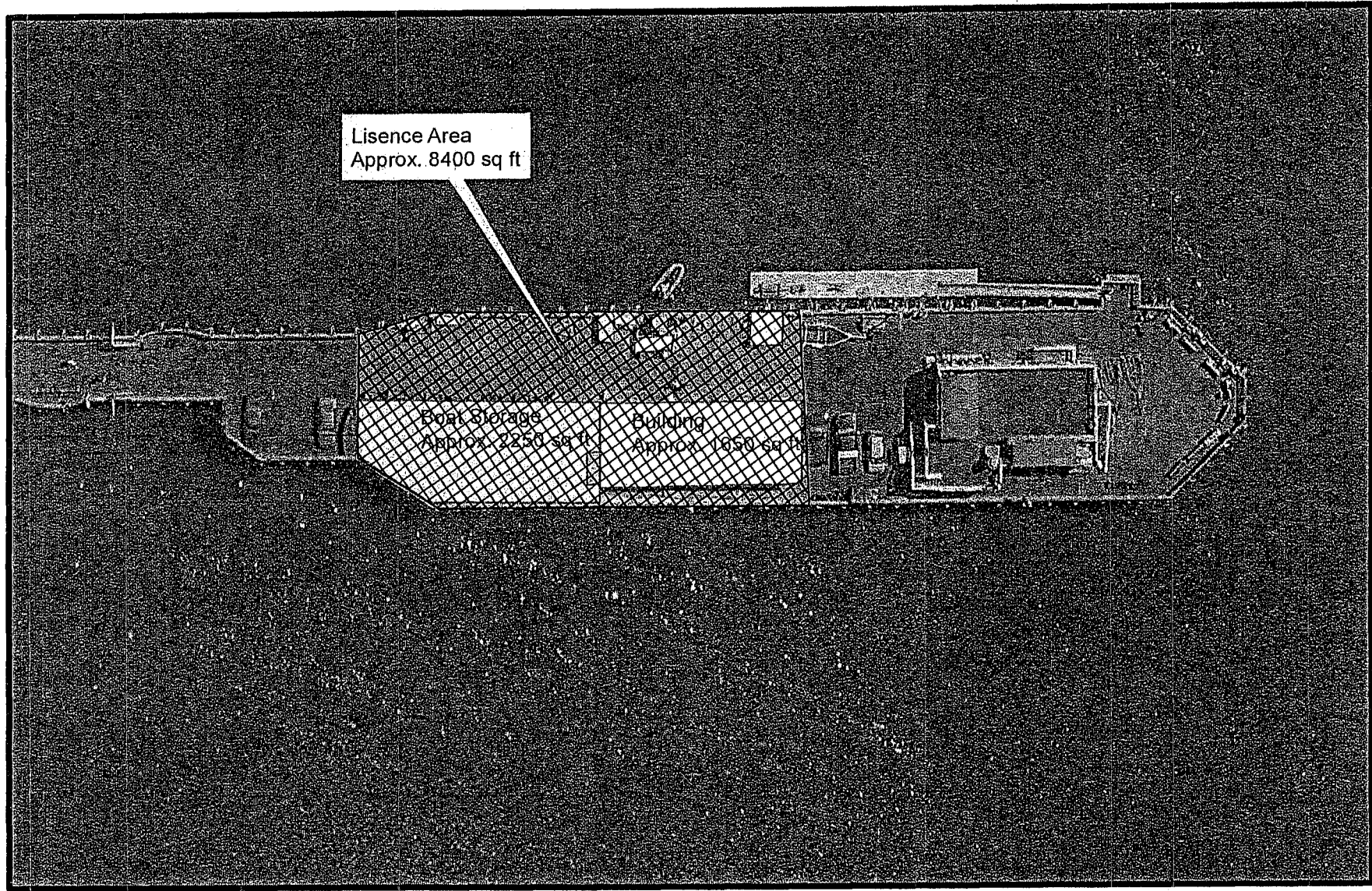
Date: _____

EXHIBITS

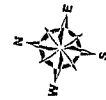
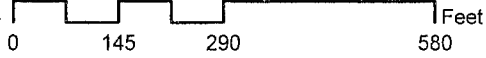
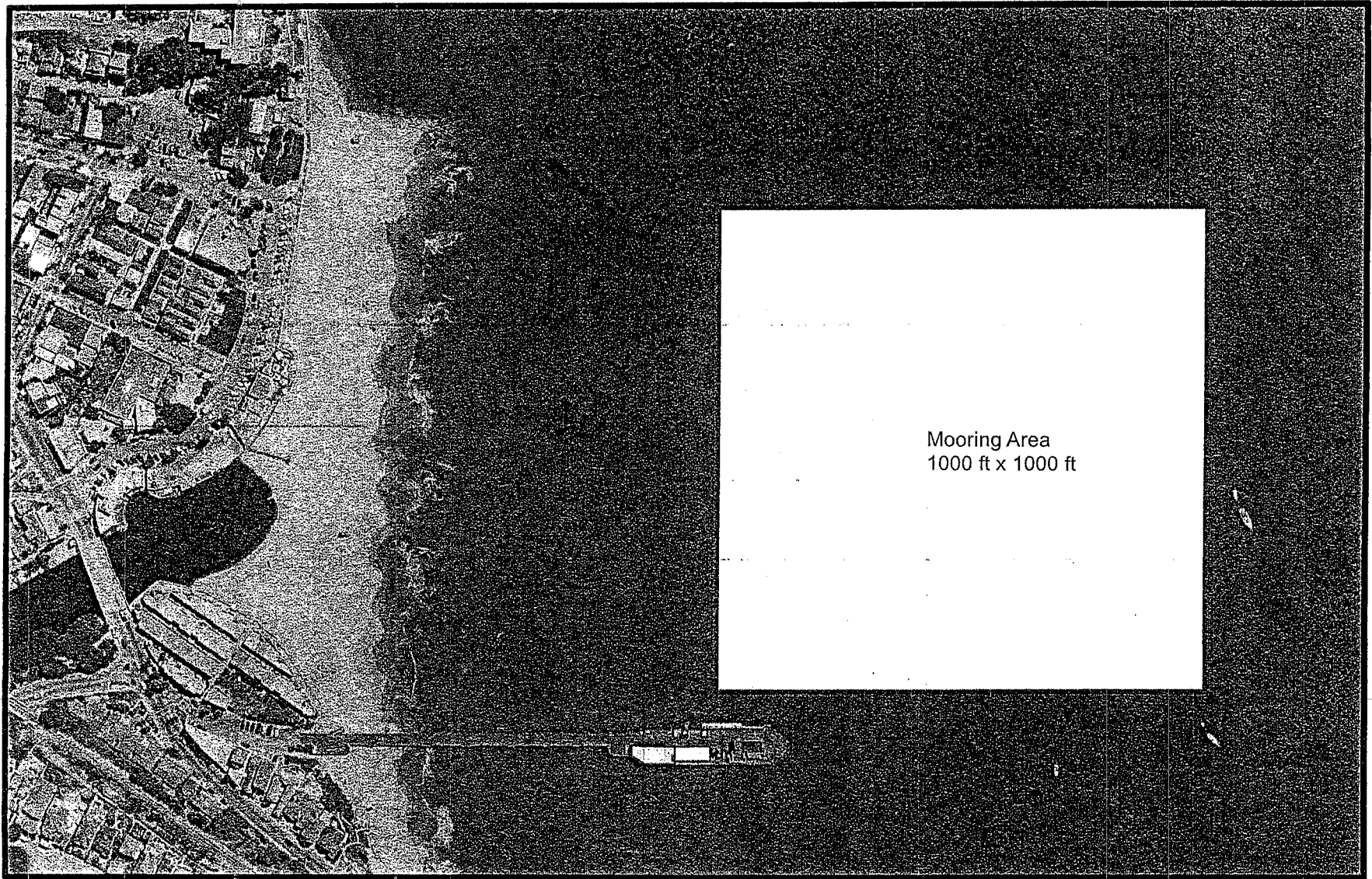
Municipal Wharf Lease - Exhibit A



Municipal Wharf Lease - Exhibit B



Municipal Wharf Lease - Exhibit C



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CITY COUNCIL AGENCY AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: INTRODUCE AN ORDINANCE PERTAINING TO THE USE OF SIDEWALK SIGNS IN THE CENTRAL VILLAGE ZONING DISTRICT

RECOMMENDED ACTION:

1. Adopt an Ordinance amending Section 17.57.040(D) of the Municipal Code pertaining to Prohibited Signs and repealing Section 17.57.020(B)(4) and 17.57.060(F) pertaining to the Use of Sidewalk Signs in the Central Village Zoning District; and
2. Adopt an Administrative Policy for zoning enforcement of noncompliant signs and outdoor displays within the Village.

BACKGROUND: Sandwich board signs and outdoor displays have been an ongoing enforcement issue in the Capitola Village. In September 2011, the Community Development Department initiated an enforcement effort throughout Capitola. Over a dozen Village merchants were sent courtesy notices notifying them they had noncompliant signs/displays. Courtesy notices were also sent to 41st Avenue merchants.

Following the distribution of courtesy notices, the Village Business Improvement Association (BIA) approached the City with the idea to develop a program to allow sandwich board signs under certain conditions. Community Development staff met with BIA representatives and brought forward an Ordinance which would allow certain sandwich board signs for a one-year trial.

After a number of City Council hearings, the City Council approved an amendment to the City's Sign Ordinance to allow sidewalk signs in the Central Village Zoning District on July 12, 2012. The amended Ordinance allows the Community Development Director to issue permits over-the-counter for sidewalk signs which conform to specified criteria. The approved sidewalk sign design was based on a proposal from a BIA Advisory Committee (Attachment 2). The design consists of a two-sided, pole mounted sign not to exceed 18 inches in width by 58 inches in height. The Ordinance specified that no other temporary advertising signs may be used in conjunction with a sidewalk sign, including all banners, flags, or window signs covering more than one-third of the window. In addition, the amended Ordinance added a provision to allow the City to remove illegal signs from Village sidewalks. The City Council adopted the Ordinance with direction that it be reviewed after a one year trial period.

DISCUSSION: Since the adoption of the amended Ordinance, no Village sidewalk sign applications have been submitted. In preparation for the one year review of the Ordinance, the Community Development Director met with representatives of the BIA and the Capitola Village Residents' Association (CVRA). During these meetings, representatives reasoned the lack of applications may be due to the cost associated with the new signs. Costs include: Design and fabrication of the sign (estimated +/- \$500); Sign Permit Application (\$127.05); Public Works Encroachment Permit (\$70); and the proof of liability insurance in the amount of one million dollars. The cost of the insurance would vary based on the existing insurance policy held by the property/business owner.

A comprehensive review of the City's Sign Ordinance is planned following the adoption of the General Plan Update. The village is a pedestrian oriented destination for residents and many tourists. As such, future code revisions should include standards for signs that are oriented to the pedestrian and compliment the scale of the Historic Village. In other communities, a pedestrian-oriented Sign Ordinance typically includes blade signs, wall signs, and window signs (Attachment 3: Pedestrian Oriented Signs). These types of signs are allowed under the existing sign regulations, and encouraged based on the Village Design Guidelines. Future amendments to the Sign Ordinance may include more specificity in terms of appropriate type of signs (wall, blade, windows, etc.), location on

Item #: 10.C. Staff Report.pdf

AGENDA STAFF REPORT OCTOBER 24, 2013
SIDEWALK SIGNS IN THE VILLAGE

building, size, and materials based on the character of the Village. Sidewalk signs, although oriented toward the pedestrian, may create clutter and liability issues due to placement within the sidewalk and entryways. Due to the issues associated with sidewalk signs, the lack of applications over the past year, and the existing pedestrian-oriented alternatives allowed within the Sign Code, staff is recommending City Council repeal of the Village Sidewalk Sign Ordinance.

CODE ENFORCEMENT: While the City was considering the various options for sidewalk signs/sandwich board regulations, proactive enforcement operations were put on hold. Staff has continued to enforce sign regulations in the Village on a complaint basis, however given the lack of proactive enforcement by the City the number of outdoor displays and illegal signs has grown. Today there are numerous signs and displays of varying style and craftsmanship that do not comply with the Village Sign Code. Outdoor display of merchandise in the Village requires approval of a Conditional Use Permit by the Planning Commission.

Staff is proposing two Administrative Policy options with enforcement to address the ongoing issue of the non-compliant signs and outdoor displays in the Village: (1) A proactive enforcement model (Attachment 4); and (2) A complaint-based enforcement option (Attachment 5). Staff is requesting direction from Council on which code enforcement option should be implemented by staff.

An initial public outreach effort would be initiated prior to the procedures outlined in the proactive enforcement model. Because the initial public outreach is not ongoing, it is not included in the Administrative Policy. The goal of this model is to have all Village business in compliance with the Sign Ordinance on or before January 2, 2014. The initial public outreach would include sending a letter to all Village businesses a month in advance to inform the businesses of the existing opportunities within the Sign Ordinance, the regulations prohibiting unpermitted outdoor displays and prohibiting sandwich board signs, and the upcoming code enforcement. On January 2, 2014, Community Development staff will inventory signs and displays in the Village and send a Notice of Violation via certified mail to any business in violation. At this point the proactive enforcement model would be initiated by staff. Within the proactive enforcement model, any remaining violations will either be removed by the City (located within the right-of-way) or the violator will be issued a citation.

The proposed proactive enforcement policy is intended to establish clear guidance to staff and business so all parties understand enforcement protocols. At the same time, the policy lays out a framework for enforcement that efficiently uses staff time by authorizing the issuance of citations in the field, or removal of unauthorized signs, rather than a multi-step notification/warning process that can be extremely time intensive.

CEQA REVIEW: The project is categorically exempt pursuant to CEQA Section 15061(B)(3), which excludes projects from environmental review when it can be seen with certainty that there is no possibility that an activity may have a significant effect on the environment. Sign placement in a fully developed urban setting would not have any significant impacts on the environment.

FISCAL IMPACT: None

ATTACHMENTS:

1. Draft Ordinance amending Section 17.57.040(D) of the Municipal Code pertaining to Prohibited Signs and repealing Section 17.57.020(B)(4) and 17.57.060(F) pertaining to the Use of Sidewalk Signs in the Central Village Zoning District.
2. Example of BIA sidewalk sign
3. Examples of Pedestrian Oriented Signs
4. Draft Administrative Policy (Proactive Code Enforcement)
5. Draft Administrative Policy (Complaint-based Code Enforcement)

Report Prepared By: Katie Cattan
Senior Planner

Reviewed and Forwarded
by City Manager



ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AMENDING SECTION 17.57.040 D. OF THE MUNICIPAL CODE PERTAINING TO
PROHIBITED SIGNS AND REPEALING SECTIONS 17.57.020 B. 4. AND 17.57.060 F.
TO THE MUNICIPAL CODE PERTAINING TO THE PROHIBITION OF
SIDEWALK SIGNS IN THE CENTRAL VILLAGE**

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

- Section 1.** Section 17.57.020 B. 4. is repealed from the Capitola Municipal Code as follows:
- ~~4. Sidewalk signs as allowed in this chapter.~~
- Section 2.** Section 17.57.040 D. of the Capitola Municipal Code is amended to read as follows:
- D. Sidewalk signs; ~~except as allowed in this chapter.~~
- Section 3.** Section 17.57.060 F. is repealed from the Capitola Municipal Code as follows:
- F. Sidewalk signs are permitted in the Central Village Zoning District subject to the following standards:
- ~~1. Only one (1) two sided sidewalk sign per business establishment is permitted.~~
 - ~~2. The sidewalk in front of the business must be at least 78 inches in width.~~
 - ~~3. Sidewalk signs consistent with the approve BIA Design can be issued an over the counter sign permit by the Community Development Director~~
 - ~~4. Sidewalk signs shall be no larger than eighteen inches in width and no taller than 58 inches measured from the ground.~~
 - ~~5. The signs may be placed on poles which will either be placed in a hole drilled into the sidewalk or in moveable stand. The moveable stands cannot be more than 18 inches wide will need to be approved as part of the sign permit. Lights, banners, flags or similar objects shall not be placed on or adjacent to sidewalk signs.~~
 - ~~6. All sidewalk signs will need to obtain an encroachment permit. The eneroachment permit will identify the location and method used to drill a hole in the sidewalk and/or the location of a sign on a base.~~
 - ~~7. Sidewalk signs shall not interfere with pedestrian ingress or egress as required by the Building Code or obstruct vehicular traffic sight distance requirements. A forty eight (48) inch level clear path of travel on concrete or similar material must be maintained where the sign if located.~~
 - ~~8. Sidewalk signs shall be spaced a minimum of 30 linear feet from all other permitted sidewalk signs.~~

ORDINANCE NO. _____

- ~~9. Sidewalk signs must use the approved Business Improvement Association master design approved by the Community Development Director. A copy of the approved sidewalk sign shall be maintained in the Planning Department of the City of Capitola.~~
- ~~10. Sidewalk signs may be used only during the hours when the business is open to the public. At all other times the sign and base must be stored within the business premises.~~
- ~~11. No other temporary advertising signs may be used at the same time as the sidewalk sign is in use. This includes all banners, flags, window signs covering more than 1/3 of the window or other temporary signage.~~
- ~~12. All other signs on the property receiving a permit for a sidewalk sign much be in conformance with the City's sign regulations prior to a sidewalk sign permit being issued.~~
- ~~13. Damaged or dilapidated sidewalk signs shall be replaced at the discretion of the Community Development Director.~~
- ~~14. No sidewalk sign may contain lights of any kind.~~
- ~~15. No more than 30 sidewalk signs will be allowed in the Central Village Zoning District at any time.~~
- ~~16. The owner of any business desiring to place a sidewalk sign on the City right-of-way shall provide an executed City hold harmless waiver and proof of liability insurance to the satisfaction of the City Attorney in the amount of \$1,000,000 prior to placing the sign within said right-of-way.~~
- ~~17. Multi-tenant developments shall be permitted one sandwich board sign per each common exterior public business entrance.~~
- ~~18. Individual signs may advertise more than one business.~~
- ~~19. Illegal signs or sign stands may be removed by the City of Capitola to insure public safety.~~

Section 4. This ordinance shall be in full force and take effect on the date of adoption by the City Council of Capitola.

This ordinance was introduced on the 24th day of October, 2013 and was passed and adopted by the City Council of the City of Capitola on the ___ day of _____, 2013, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

APPROVED:

Stephanie Harlan, Mayor

ATTEST:

_____, CMC
Susan Sneddon, City Clerk



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Examples of Pedestrian Oriented Signs

Blade Sign: Projects off front façade of building. Oriented toward pedestrian walking on sidewalk.

Wall Sign: Located on front façade of building. Visible to pedestrian on either side of street and the automobile.

Window Display Sign: Located within the front window. Typically set back from window to draw the pedestrian eye into the display within the store.



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ADMINISTRATIVE POLICY

Number: _____
 Issued: _____
 Jurisdiction: _____

ENFORCEMENT OF SIGNS AND OUTDOOR DISPLAYS

I. PURPOSE

- A. The purpose of this policy is to proactively and equitably regulate signs and outdoor displays in a manner that achieves the City's goals of maintaining the character and aesthetic integrity of the Central Village District and complying with local, state and federal laws.

II. POLICY

- A. With reference to the foregoing, the following sign and outdoor display of merchandise policy shall be implemented and administered within the Capitola Central Village District:
1. Existing signs within the Village that are prohibited per Capitola Municipal Code §17.57.040 and have not received approval by either the Community Development Department staff or the Planning Commission, are illegal and therefore shall be required to be removed by the business owner.
 2. Existing outdoor displays of merchandise within the Village that do not have an approved Conditional Use Permit per Capitola Municipal Code Chapter 17.21.060 are illegal and therefore shall be required to be removed by the business owner.

III. PROCEDURE

- A. The following protocol for proactive code enforcement of sign violations and outdoor displays of merchandise violations will be followed:
1. If the violation is present, City Staff shall handle the violation as follows:
 - a) Sidewalk sign in right-of-way. Ask business owner to remove sign. If business owner is not present, Public Works shall remove sign and store the sign at the Public Works yard. Business owner must request meeting with Public Works Director to obtain sign.
 - b) Sidewalk sign violation on private property – Ask business owner to remove the sign. If business owner is not present and sign is not removed by onsite representative, issue a citation and fine for failure to remove prohibited sign on private property in the amount of \$100.
 - c) Other illegal signs – Any other sign violations in the City will be addressed in the same manner as sidewalk signs dependant on the location of the sign (private or public property). In a matter involving a unique circumstance, Community Development staff may take appropriate code enforcement measures toward resolution of the violation.
 - d) Outdoor Display of Merchandise. If a business owner has not removed an existing outdoor display, City staff will issue citation and fine for failure to obtain a conditional use permit (outdoor display) in the amount of \$100.
 2. Ongoing and/or repeat violations. Citations may be issued for each violation, per day. Repeat violations of illegal sidewalk signs and/or outdoor displays will result in a citation of \$100 per violation, per day.

This policy is approved and authorized by:

 Jamie Goldstein
 City Manager

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ADMINISTRATIVE POLICY

Number: _____

Issued: _____

Jurisdiction: _____

ENFORCEMENT OF SIGNS AND OUTDOOR DISPLAYS
(Complaint Based)

I. PURPOSE

- A. The purpose of this policy is to proactively and equitably regulate signs and outdoor displays in a manner that achieves the City's goals of maintaining the character and aesthetic integrity of the Central Village District and complying with local, state and federal laws.

II. POLICY

- A. With reference to the foregoing, the following sign and outdoor display of merchandise policy shall be implemented and administered within the Capitola Central Village District:
1. Existing signs within the Village that are prohibited per Capitola Municipal Code §17.57.040 and have not received approval by either the Community Development Department staff or the Planning Commission, are illegal and therefore shall be required to be removed by the business owner.
 2. Existing outdoor displays of merchandise within the Village that do not have an approved Conditional Use Permit per Capitola Municipal Code Chapter 17.21.060 are illegal and therefore shall be required to be removed by the business owner.

III. PROCEDURE

- A. The following protocol for complaint-based code enforcement of sign violations and outdoor displays of merchandise violations will be followed:
1. Once a complaint has been received, Community Development staff to verify violations.
 2. Send a Notice of Violation via certified mail to business in violation. Notice of Violation shall state:
 - a) Sign violation and/or outdoor displays of merchandise violation must be removed immediately.
 - b) Failure to remove sign within the public right-of-way will result in removal of the sign by Public Works.
 - c) Failure to remove outdoor displays of merchandise will result in a citation of \$100. Notice shall warn business owners that citations may be issued per violation, per day.

3. If the violation is present after Notice of Violation has been received, City Staff shall handle the violation as follows:
 - a) Sidewalk sign in right-of-way. Ask business owner to remove sign. If business owner is not present, Public Works shall remove sign and store the sign at the Public Works yard. Business owner must request meeting with Public Works Director to obtain sign.
 - b) Sidewalk sign violation on private property – Ask business owner to remove the sign. If business owner is not present and sign is not removed by onsite representative, issue a citation and fine for failure to remove prohibited sign on private property in the amount of \$100.
 - c) Other illegal signs – Any other sign violations in the City will be addressed in the same manner as sidewalk signs dependant on the location of the sign (private or public property). In a matter involving a unique circumstance, Community Development staff may take appropriate code enforcement measures toward resolution of the violation.
 - d) Outdoor Display of Merchandise. If a business owner has not removed an existing outdoor display, City staff will issue citation and fine for failure to obtain a conditional use permit (outdoor display) in the amount of \$100.
4. Ongoing and/or repeat violations. Citations may be issued per violation, per day. Repeat violations of illegal sidewalk signs and/or outdoor displays will result in a citation of \$100 per violation, per day.

This policy is approved and authorized by:

Jamie Goldstein
City Manager



CITY COUNCIL AGENDA REPORT

MEETING OF OCTOBER 24, 2013

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: ADOPT RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR FUNDING UNDER THE STATE TRANSPORTATION IMPROVEMENT PROGRAM, REGIONAL SURFACE TRANSPORTATION PROGRAM, AND THE MONTEREY BAY SANCTUARY SCENIC TRAIL NETWORK

RECOMMENDED ACTION: Adopt a Resolution authorizing the Public Works Director to submit an application to the Santa Cruz County Regional Transportation Commission (RTC) for transportation funding for the projects within the City of Capitola.

BACKGROUND: The Santa Cruz Regional Transportation Commission has issued a call for grant applications for the State Transportation Improvement Program, Regional Surface Transportation Program and the Monterey Bay Sanctuary Scenic Trail Network. Eligible projects include: Road rehabilitation, transportation system management; bicycle and pedestrian improvements; transportation enhancement; transportation demand management; and access improvements to the railway corridor. Funding is not available for road maintenance. Grant applications are due on Tuesday October 29, 2013, and funding award received by the City will be shown in next year's Capital Improvement Program.

DISCUSSION: Based on the criteria established by the RTC for the grant awards staff is currently recommending that the Council prioritize the following projects and direct Public Works to prepare applications:

- Upper Pacific Cove Parking Lot trail and Depot Hill Park Improvements (Sanctuary Trail Project);
- Cliff Drive Pedestrian Improvements (Sanctuary Trail Project);
- Capitola Avenue/Bay Avenue Intersection Improvements (STIP/RSTP project);
- 41st Avenue Paving between Clares Street and Highway 1 (RSTP project).

Staff will present details of these projects at the Council meeting along with other project options for the Council to consider. With the October 29, 2013, application deadline, the Council will need to provide direction to Public Works at this meeting.

FISCAL IMPACT: The amount of funding award recommended by the RTC will vary depending on the number and costs of project applications received.

ATTACHMENTS

1. Draft Resolution

Report Prepared By: **Steven Jesberg**
Public Works Director

Reviewed and Forwarded
By City Manager: 

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RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUCIL OF THE CITY OF CAPITOLA
APPROVING THE SUBMISSION OF APPLICATIONS TO THE SANTA CRUZ COUNTY
REGIONAL TRANSPORTATION COMMISSION (SCRTC)
FOR TRANSPORTATION FUNDING**

WHEREAS, the Santa Cruz County Regional Transportation Commission is requesting eligible agencies to submit applications for State Transportation Improvement Program, Regional Surface Transportation Program, and Monterey Bay Sanctuary Scenic Trail Network funds by October 29, 2013; and

WHEREAS, these funds can be used for a variety of transportation capital and planning purposes; and

WHEREAS, it has been the interest of the residents of Santa Cruz County for the City of Capitola to do the following projects (listed in priority order):

1. TBD
2. TBD
3. TBD

THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Approves the submission of applications to the SCRTC for the listed projects.
2. Certifies that these projects are among the highest priorities for this jurisdiction.
3. Certifies that the City of Capitola is willing and able to maintain and operate the project.
4. Certifies that the City of Capitola will commit the funds necessary to ensure this project is fully funded.
5. Authorizes the Director of Public Works to act as the agent for the City of Capitola in executing and processing all documentation needed to secure these funds.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 24th day of October 2013, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Stephanie Harlan, Mayor

ATTEST:

_____, CMC
Susan Sneddon, City Clerk

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