

# 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**

**TUESDAY, NOVEMBER 26, 2013**

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

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

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

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

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

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

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

**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 recognizing Heartland Hospice and proclaiming December 1, 2013, "Heartland Hospice Day."

**3. REPORT ON CLOSED SESSION**

**4. ADDITIONAL MATERIALS**

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

A. 10.B.

DETAILS:

Email from Laurie Hill.

**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**

**Note: Appointments/reappointments will be made under General Government/Public Hearings Item 10.B. for the City's Art & Cultural Commission.**

**9. CONSENT CALENDAR**

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

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

## CAPITOLA CITY COUNCIL REGULAR MEETING - Tuesday, November 26, 2013

- A. Consider approving the City Council Minutes of the November 14, 2013, Regular City Council Meeting.  
RECOMMENDED ACTION:  
Approve Minutes.
- B. Approval of City Check Register Reports dated October 18, 2013, October 25, 2013, November 1, 2013, November 8, 2013, and November 15, 2013.  
RECOMMENDED ACTION:  
Approve the City Check Register Reports.
- C. Consider accepting the Office of Traffic Safety Selective Traffic Enforcement Program (STEP) grant funds in the amount of \$51,368; and, amend the Fiscal Year 2013-2014 General Fund Operating Budget by increasing both revenues and expenditures by \$51,368.  
RECOMMENDED ACTION:  
Accept the STEP grant, and approve budget amendment.
- D. Consider the approval of a contract with JFS, Inc., DBA Capitola Boat and Bait for the Wharf Lease and Mooring Concession Agreement.  
RECOMMENDED ACTION:  
Approve Agreement.

### 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. Presentation regarding the budget for the General Plan Update.  
RECOMMENDED ACTION:  
Receive presentation.
- B. Consider the Art & Cultural Commission's (Commission) recommendation to appoint the following to the Art & Cultural Commission: Kim Hogan as "Artist"; Roy Johnson as "Artist Professional"; and David Kraemer, James Wallace, and Nathan Cross as "At-Large Members", with terms ending December 31, 2015. Also, consider a Resolution amending the Commission Bylaws regarding membership; and, appoint Laurie Hill, Joan Davisson and Stephanie Gelman to fill the new "At-Large Member" seats.  
RECOMMENDED ACTION:  
Adopt a Resolution amending the Bylaws of the Capitola Art & Cultural Commission and make appointments.
- C. Consider funding for the City's Emergency Housing Assistance and Security Deposit Affordable Housing Programs for Fiscal Year 2013/2014.  
RECOMMENDED ACTION:  
Receive report and approve budget amendment.
- D. Consider an Ordinance amending Section 15.04.010 pertaining to Building and Fire Model Codes to become effective January 1, 2014 [1st Reading].  
RECOMMENDED ACTION:  
Continue to the December 12, 2013, City Council Meeting.

## CAPITOLA CITY COUNCIL REGULAR MEETING - Tuesday, November 26, 2013

- E. Adopt a Resolution opposing the United States Coast Guard's proposed removal of the Santa Cruz Lighted Whistle Buoy, aka "Mile Buoy".  
RECOMMENDED ACTION:  
Adopt Resolution.

### 11. ADJOURNMENT

Adjourn to the next Regular Meeting of the City Council on Thursday, December 12, 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](http://www.ci.capitola.ca.us). Agendas are also available at the Capitola Post Office located at 826 Bay Avenue, Capitola.

**Agenda Document Review:** The complete agenda packet is available at City Hall and at the Capitola Branch Library, 2005 Wharf Road, Capitola, on the Monday prior to the Thursday meeting. Need more information? Contact the City Clerk's office at 831-475-7300.

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

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

**Televised Meetings:** City Council meetings are cablecast "Live" on Charter Communications Cable TV Channel 8 and are recorded to be replayed at 12:00 Noon on the Saturday following the meetings on Community Television of Santa Cruz County (Charter Channel 71 and Comcast Channel 25). Meetings are streamed "Live" on the City's website at [www.ci.capitola.ca.us](http://www.ci.capitola.ca.us) by clicking on the Home Page link "View Capitola Meeting Live On-Line." Archived meetings can be viewed from the website at anytime.

# City of Capitola Mayor's Proclamation

## Recognizing Heartland Hospice and Proclaiming December 7, 2013 "Heartland Hospice Day"

WHEREAS, Heartland Hospice has been serving families in the City of Capitola and the Santa Cruz County Community for over ten years; and

WHEREAS, the mission of Heartland Hospice is to enrich their patients' lives, and the lives of the people who love them, by preserving their dignity, showing them respect and treating them with caring compassion; and

WHEREAS, Heartland Hospice promises to care for the mind, body, and spirit of their patients; and

WHEREAS, the City of Capitola has joined together with Heartland Hospice, recognizing Heartland as a community partner in care.

NOW, THEREFORE, I, Stephanie Harlan, Mayor of the City of Capitola, hereby recognize Heartland Hospice for the compassionate service it provides to our residents, proclaim **Saturday, December 7, 2013**, as "Heartland Hospice Day" in the City Capitola, and encourage residents to join me at the Capitola Bandstand for the third annual "Light Up a Life" Memorial Celebration to be held on that day from 3:30 to 5:30 p.m.

*Stephanie Harlan*

Stephanie Harlan, Mayor  
Signed and sealed this 26<sup>th</sup> day of  
November 2013

THIS PAGE INTENTIONALLY LEFT BLANK

**Sneddon, Su**

---

**From:** Richard Hill [laurieandrich@sbcglobal.net]  
**Sent:** Tuesday, November 26, 2013 1:23 PM  
**To:** City Council  
**Cc:** Sneddon, Su  
**Subject:** Tonights Meeting: Art and Cultural Commission Appointments

Dear Council,

I just received notice that tonight you will consider adding additional at-large positions to the Arts and Cultural Commission.

Unfortunately I am en route to Petaluma to pick up my mother for the Thanksgiving holiday.

I appreciate the opportunity to serve on the Commission and hope that you adopt the necessary changes to the by laws, reappoint the existing commissioners, and add the three applicants.

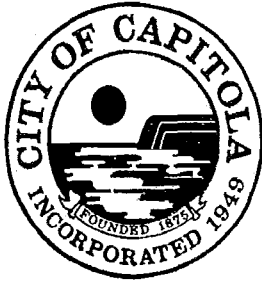
I have travel plans in December and the Commission will have my full attention at their first meeting in 2014.

Thanks again,

Laurie Hill

THIS PAGE INTENTIONALLY LEFT BLANK





# CITY COUNCIL AGENDA REPORT

## MEETING OF NOVEMBER 26, 2013

FROM: OFFICE OF THE CITY CLERK

SUBJECT: APPROVAL OF THE CITY COUNCIL MEETING MINUTES OF THE  
NOVEMBER 14, 2013, REGULAR CITY COUNCIL MEETING

---

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

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

**ATTACHMENTS:**

1. November 14, 2013, Regular City Council Meeting minutes

Report Prepared By: Susan Sneddon, CMC  
City Clerk

Reviewed and Forwarded  
By City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK

**CAPITOLA CITY COUNCIL  
REGULAR MEETING ACTION SUMMARY  
THURSDAY, NOVEMBER 14, 2013 - 7:00 PM**

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

Vice Mayor Storey called the meeting to order at 6:00 PM and announced the items to be discussed in Closed Session, as follows:

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

Negotiator: Lisa Murphy, Administrative Services Director

Employee Organizations: (1) Association of Capitola Employees; (2) Confidential Employees; (3) Mid-Management Group; (4) Department Head Group

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

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

The City Council recessed at 6:05 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. PRESENTATIONS**

A. Legislative update provided by Assemblymember Mark Stone. [580-40]

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

City Attorney Barisone stated that the City Council received a status report from Administration Services Director Murphy, City’s labor negotiator, regarding labor negotiations with the following employee organizations: (1) Association of Capitola Employees; (2) Confidential Employees; (3) Mid-Management Group; (4) Department Head Group; there was no reportable action. In addition, City Council received a status report from the City Attorney and the City Manager regarding existing litigation regarding Schroedel et al. v. the City of Capitola; there was no reportable action.

**4. ADDITIONAL MATERIALS**

Mayor Harlan stated the Council received additional materials for Item 10.B. on tonight’s agenda pertaining to the conceptual site plan for a multi-use recreational facility at the McGregor Drive property.

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

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

**CAPITOLA CITY COUNCIL ACTION MINUTES – Thursday, November 14, 2013**

**6. PUBLIC COMMENTS**

Marilyn Garrett spoke again wireless radiation.

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

Council Member Termini stated that he received complaints from the community regarding excessive noise from the Verizon store on 41<sup>st</sup> Avenue. In addition, he thanked the Police Department for efficiently handling the recent homicide.

Council Member Norton request that staff investigate incentives for the use of solar panels in the community. As the City representative on the Santa Cruz County Regional Transportation Commission (SCCRTC), he reported that the SCCRTC now owns a 32-mile rail corridor for multi-use bicycle and pedestrian trail; both the master plan and the environmental impact report have been approved.

Council Member Bottorff, City's ABAG representative, provided a report regarding RHNA numbers from the November 13, 2013, ABAG meeting.

City Treasurer McBroom stated that the City's Finance Advisory Committee is currently reviewing proposals for the City banking services.

**8. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS (None provided)**

**9. CONSENT CALENDAR**

- A. Consider approving the City Council Minutes of the October 24, 2013, Regular City Council Meeting.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of November 7, 2013. [740-50]
- C. Consider approving a request from the Capitola Soquel Chamber of Commerce to suspend Village parking meter enforcement for the holiday season. [470-30]
- D. Receive and approve the 2014 Meeting Schedules for the City Council/Successor Agency, and the Planning Commission/Architectural and Site Review Committee. [520-40]
- E. Adopt **Resolution No. 3969** approving the 2014 City Hall Closure Schedule. [630-10]
- F. Receive the Fiscal Year 2013/2014 First Quarter Budget Report and the Fiscal Year 2012/2013 Fourth Quarter Sales Tax Report. [330-70/390-70]

**ACTION Motion made by Council Member Termini, seconded by Council Member Storey, to approve the Consent Calendar. The motion was passed unanimously.**

**10. GENERAL GOVERNMENT / PUBLIC HEARINGS**

- A. Report on special events highlights and issues for 2013. [480-05]  
Report received.
- B. Presentation of McGregor Park property plans. [1040-20]  
Administrative Services Director Murphy presented this item.

## CAPITOLA CITY COUNCIL ACTION MINUTES – Thursday, November 14, 2013

Alex Fowler, professional cyclists, supports a professional pump track to promote safety.

Tucker Prussia, local elementary school student, supports the pump track.  
Jacque Bertrand, local resident, supports the McGregor Park Project.

Teri Champion, retailer serving the skateboarders, stated concern about fundraiser for the skate park. Suggested fund raise to build some temporary wood skate ramps.

Joan Leitner, 1710 47th Avenue, provided support for the proposed dog park on the McGregor property. She suggested a memorial at the dog park in memory of Joshua Lavene.

Michael Arnone, Architect, briefly reviewed the site plan selection process.

**ACTION**

**Motion made by Council Member Termini, seconded by Council Member Norton, to approve the conceptual site plan for a multi-use recreational facility at the McGregor Drive property, and to direct staff to submit a planning application. The motion was passed unanimously.**

- C. Review of proposed Central Fire Protection District Amendments to the 2014 Fire Code. [1110-10/570-10]

Community Development Director Grunow presented this item.

Fire Chief Maxwell, Central Fire Protection District of Santa Cruz County, provided an overview of the proposed Central Fire Protection District Amendments to the 2014 Fire Code.

Fire Marshall Devery, Central Fire Protection District of Santa Cruz County, provided input regarding the public policy related to the sprinkler requirement for remodels.

The following provided support for the proposed Central Fire Protection District Amendments to the 2014 Fire Code.

Ron Griesinger, Watsonville resident

TJ Welch, local resident

**ACTION**

**Motion made by Council Member Termini, seconded by Council Member Bottorff, to approve the proposed Central Fire Protection District Amendments to the 2014 Fire Code, and for the first reading of the Ordinance to be agendized at the next regularly scheduled City Council meeting. The motion was passed unanimously.**

- D. Continued from the October 24, 2013, City Council Meeting: Consider California Coastal Commission modifications to Title 10 Section 36.055 of the Capitola Municipal Code pertaining to parking meter rates and zones [1st Reading]. [470-30/740-30]

**ACTION**

**Motion made by Council Member Norton, seconded by Council Member Termini, to approve continuing the consideration of the California Coastal Commission modifications to Title 10 Section 36.055 of the Capitola Municipal Code pertaining to parking meter rates and zones to a date uncertain to allow staff additional time to negotiate with the Coastal Commission. The motion was passed unanimously.**

11. ADJOURNMENT

Mayor Harlan adjourned the meeting at 9:25 PM to the Special Joint Meeting of the City Council and the Planning Commission to be held on Thursday, November 21, 2013, at 6:00 p.m., in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.

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

ATTEST:

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



## CITY COUNCIL AGENDA REPORT MEETING OF NOVEMBER 26, 2013

FROM: FINANCE DEPARTMENT  
SUBJECT: CITY CHECK REGISTER REPORT

**RECOMMENDED ACTION:** Approve the attached Check Register Reports for October 18, October 25, November 1, November 8, and November 15, 2013.

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

Date	Starting Check #	Ending Check #	Total Checks/EFT	Amount
10/18/13	74446	74485	40	\$90,942.64
10/25/13	74486	74574	89	\$139,381.53
11/1/13	74575	74615	41	\$65,951.18
11/8/13	74616	74663	49	\$104,029.88
11/15/13	74664	74726	63	\$128,774.02

The check register of Oct 11, 2013 ended with check #74445

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
74476	Rincon Consultants	CDD	Depot Hill Hotel EIR	\$11,484.70
74477	SCC Auditor-Controller	PD	Sep2013 Citation Surcharges	\$14,917.00
74479	Soquel Crk Water District	PW	Semi-Monthly Irrigation Water	\$14,446.51
74485	Walsh Construction	PW	Pac Cove Progress Payment	\$16,698.83
74527	PG&E	PW	Monthly Electric	\$14,489.06
74533	Rincon Consultants	CDD	Depot Hill EIR, Sep2013	\$27,054.11
74535	Safety Striping Services	PW	Street Striping, per schedule	\$22,069.85
74577	Atchison, Barisone, Condotti	CM	Sep2013 Legal Services	\$14,557.38
74614	DC&E	CDD	Aug2013 Gen Plan Update	\$21,705.42
74641	Muniservices	FIN	Sales Tax Audit, Q2 2013	\$11,461.63
361183	CalPERS Health Ins	CM	Nov Ins, Employee Funded	\$55,786.40
74668	Bowman & Williams	PW	Sep/Oct Prof Services	\$33,509.26
74703	SCC Auditor-Controller	PD	Oct2013 Citation Surcharges	\$13,064.50
74718	Walsh Construction	PW	Pac Cove Progress Payment	\$17,816.64

**ATTACHMENTS:**

1. Check Register for October 18, 2013
2. Check Register for October 25, 2013
3. Check Register for November 1, 2013
4. Check Register for November 8, 2013
5. Check Register for November 15, 2013

Report Prepared By: Linda Benko  
AP Clerk

Reviewed and Forwarded  
by City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK




Checks dated 10/18/13 numbered 74446 to 74485 for a total of \$90,942.64 have been reviewed and authorized for distribution by the City Manager.

As of 10/18/13 the unaudited cash balance is \$2,041,658

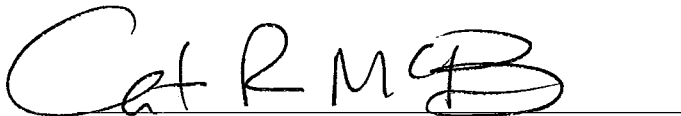
**CASH POSITION - CITY OF CAPITOLA 10/18/13**

	<u>Net Balance</u>
General Fund	\$ 97,384
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 299,125
Self Insurance Liability Fund	\$ 191,918
Stores Fund	\$ 2,134
Information Technology Fund	\$ 73,040
Equipment Replacement	\$ 132,881
Compensated Absences Fund	\$ 22,530
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 2,041,658</b>

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

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

10/18/2013  
 \_\_\_\_\_  
 Date

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

10/22/2013  
 \_\_\_\_\_  
 Date

## City Checks Issued 10/18/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74446	10/18/2013	Open			AMERIPRISE AUTO & HOME INSURAN	\$244.80
	Invoice		Date	Description	Amount	
	1676560K305		09/06/2013	Claim Payment, Churchill Fund 2213, Self Ins Liability	\$244.80	
74447	10/18/2013	Open			AT&T/CALNET 2	\$3,254.57
	Invoice		Date	Description	Amount	
	Sep2013		10/01/2013	Sep2013 Telephone Svc and Install. Fund 1000, Gen Fund=\$2945.38 Fund 2211, IT=\$309.19	\$3,254.57	
74448	10/18/2013	Open			C&N TRACTORS	\$68.07
	Invoice		Date	Description	Amount	
	31215W		09/23/2013	Parts, John Deere Loader	\$68.07	
74449	10/18/2013	Open			Calif Dept of General Services	\$21.00
	Invoice		Date	Description	Amount	
	Q1FY13/14		10/11/2013	Disability Access and Education Fee	\$21.00	
74450	10/18/2013	Open			CALIFORNIA COAST UNIFORM CO	\$55.46
	Invoice		Date	Description	Amount	
	1892		09/20/2013	Uniform Exp, Farotte	\$55.46	
74451	10/18/2013	Open			CAPITOLA PEACE OFFICERS ASSOC.	\$1,513.75
	Invoice		Date	Description	Amount	
	POA10-18-13		10/16/2013	POA Dues, Employee Funded	\$1,513.75	
74452	10/18/2013	Open			CLEAN SOURCE	\$1,129.03
	Invoice		Date	Description	Amount	
	1392420		09/27/2013	Cleaning Supplies	\$1,129.03	
74453	10/18/2013	Open			CRYSTAL SPRINGS WATER CO.	\$270.70
	Invoice		Date	Description	Amount	
	060094-Sep2013		09/30/2013	Drinking Water, Sep 2013, all sites	\$270.70	
74454	10/18/2013	Open			DELL COMPUTERS	\$2,074.77
	Invoice		Date	Description	Amount	
	XJ7K48T39		09/25/2013	Three Computers	\$1,721.40	
	XJ7MT2D75		09/30/2013	Computer Fund 2211, IT	\$353.37	
74455	10/18/2013	Open			FASTENAL COMPANY	\$701.50
	Invoice		Date	Description	Amount	
	CASAT22029		09/23/2013	Auto Parts	\$219.22	
	CASAT22030		09/23/2013	Auto Parts	\$474.04	
	CASAT22079		09/25/2013	Auto Parts	\$8.24	
74456	10/18/2013	Open			FLYNN, CAROLYN	\$4,000.00
	Invoice		Date	Description	Amount	
	CBF-9-2013		10/04/2013	Professional Services Sept 1-Oct 4, 2013 Fund 1000, Gen Fund=\$1500.00 Fund 1313, Gen Plan Update=\$600.00 Fund 1350, CDBG Grants=\$500.00 Fund 1351, CDBG Program=\$450.00 Fund 5552, Cap Hsg Succ=\$950.00	\$4,000.00	

# City Checks Issued 10/18/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74457	10/18/2013	Open			GRAINGER	\$139.95
	Invoice		Date	Description		Amount
	9253375571		09/25/2013	HVAC supplies		\$139.95
74458	10/18/2013	Open			GREEN LINE	\$440.00
	Invoice		Date	Description		Amount
	59949		09/27/2013	Annual Grease Trap Cleanout, Jade St Re		\$440.00
74459	10/18/2013	Open			HARLAN, STEPHANIE	\$581.19
	Invoice		Date	Description		Amount
	20130522		10/11/2013	Reimb Lodging Exp, League of CA Cities		\$581.19
74460	10/18/2013	Open			HOWELLS, NANCY	\$159.90
	Invoice		Date	Description		Amount
	2014-00000246		10/16/2013	Early Fall Instr. Payments		\$159.90
74461	10/18/2013	Open			ICMA RETIREMENT TRUST 457	\$4,489.16
	Invoice		Date	Description		Amount
	ICMA10-18-13		10/16/2013	Retirement Plan Contr, Employee Funded		\$4,489.16
74462	10/18/2013	Open			INTERNAT'L INST. OF MUNI CLERKS	\$110.00
	Invoice		Date	Description		Amount
	24033-2014		09/19/2013	2014 Membership Dues, Deiter		\$110.00
74463	10/18/2013	Open			KAREN NEVIS FINE ARTS	\$111.00
	Invoice		Date	Description		Amount
	1463		10/16/2013	2014 Calendar for Museum		\$111.00
74464	10/18/2013	Open			KRAFT, MARC	\$572.00
	Invoice		Date	Description		Amount
	2014-00000247		10/16/2013	Early Fall Instr. Payments		\$572.00
74465	10/18/2013	Open			LIUNA PENSION FUND	\$633.60
	Invoice		Date	Description		Amount
	Pension10-18-13		10/16/2013	Pension Dues, Employee Funded		\$633.60
74466	10/18/2013	Open			MID-COUNTY AUTO SUPPLY	\$93.26
	Invoice		Date	Description		Amount
	356096		09/24/2013	Auto Parts, Fleet		\$57.72
	355635		09/19/2013	Parts, John Deere Loader		\$31.47
	356017		09/23/2013	Auto Parts, fleet		\$4.07
74467	10/18/2013	Open			MISSION LINEN SUPPLY	\$754.16
	Invoice		Date	Description		Amount
	Sep2013		09/30/2013	Sep Mat and Uniform Cleaning Service		\$754.16
74468	10/18/2013	Open			MV TRANSPORTATION, INC.	\$5,316.30
	Invoice		Date	Description		Amount
	49409		10/01/2013	Beach Shuttle Service, Sep 2013, 90 hrs		\$5,316.30

## City Checks Issued 10/18/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74469	10/18/2013	Open			NORTHERN CALIFORNIA CITY CLERK	\$25.00
	Invoice		Date	Description		Amount
	20131108		10/11/2013	Training Session, City Clerk		\$25.00
74470	10/18/2013	Open			ORCHARD SUPPLY HARDWARE	\$376.47
	Invoice		Date	Description		Amount
	6014-3039425		09/23/2013	Misc. painting supplies - stencils		\$47.80
	6012-4795146		09/24/2013	Misc.		\$12.58
	6012-47952140		09/24/2013	Stencil supplies		\$58.19
	6014-6129912		09/25/2013	Misc.		\$28.24
	6012-4795663		09/26/2013	Misc.		\$10.82
	6013-3520990		09/26/2013	Misc.		\$65.22
	6012-4155823		09/26/2013	Plumbing supplies		\$55.91
	6012-4155830		09/26/2013	Misc.		\$1.29
	6013-1231373		09/30/2013	Primer		\$85.87
	6012-4796692		09/30/2013	Misc Supplies, PD 081		\$32.29
	6099-0022074		09/10/2013	Return Supplies		(\$21.74)
74471	10/18/2013	Open			PACIFIC GAS & ELECTRIC	\$55.11
	Invoice		Date	Description		Amount
	2014-00000259		10/11/2013	Pac Cove Elec		\$55.11
74472	10/18/2013	Open			PACIFIC VET SPECIALISTS INC.	\$106.25
	Invoice		Date	Description		Amount
	289760		09/25/2013	Animal Control Exp, 13c-01911		\$106.25
74473	10/18/2013	Open			PHOENIX GROUP INFORMATION SYS	\$2,074.57
	Invoice		Date	Description		Amount
	82013070		09/20/2013	Aug 2013 Citation processing		\$2,074.57
74474	10/18/2013	Open			PRAXAIR DISTRIBUTION INC.	\$251.10
	Invoice		Date	Description		Amount
	47240673		09/20/2013	Gases, Corp Yd		\$113.02
	25081459		09/23/2013	Welding Equipment, Corp Yd		\$23.36
	46956794		08/20/2013	Gases, Corp Yd		\$114.72
74475	10/18/2013	Open			PRINTING SYSTEMS, INC.	\$236.90
	Invoice		Date	Description		Amount
	81888		09/23/2013	City Checks		\$236.90
74476	10/18/2013	Open			RINCON CONSULTANTS, INC.	\$11,484.70
	Invoice		Date	Description		Amount
	19209		09/13/2013	Depot Hill Hotel EIR		\$11,484.70
74477	10/18/2013	Open			SCC AUDITOR-CONTROLLER	\$14,917.00
	Invoice		Date	Description		Amount
	Sep2013		10/11/2013	Citation Surcharges, Sep2013		\$14,917.00
74478	10/18/2013	Open			SANTA CRUZ SENTINEL	\$306.00
	Invoice		Date	Description		Amount
	2040516-Sep13		09/30/2013	Sep 2013 Advertising		\$306.00

**City Checks Issued 10/18/2013**

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74479	10/18/2013	Open			SOQUEL CREEK WATER DISTRICT	\$14,446.51
	Invoice		Date	Description		Amount
	2014-00000206		09/20/2013	Semi-Monthly Water Usage, Irrigation		\$14,446.51
				Fund 1000, Gen Fund=\$13250.75		
				Fund 1311, Wharf Fund=\$1195.76		
74480	10/18/2013	Open			SPRINT	\$2,473.09
	Invoice		Date	Description		Amount
	974855313-142		09/29/2013	Cell Phones, Aug 25 - Sep 25		\$2,473.09
74481	10/18/2013	Open			UNITED WAY OF SCC	\$50.00
	Invoice		Date	Description		Amount
	UW-Oct2013		10/16/2013	Oct 2013 Payroll Deductions to United Wa		\$50.00
74482	10/18/2013	Open			US BANCORP EQUIPMENT FINANCE	\$340.33
	Invoice		Date	Description		Amount
	238317879		10/04/2013	Contract 500-0332346-000, C452 Copier		\$259.85
	238317739		10/04/2013	Contract 500-0306481-000, IR2525 Copier		\$80.48
				Fund 1000, Gen Fund=\$259.85		
				Fund 2211, IT=\$80.48		
74483	10/18/2013	Open			US Bank Institutional Trust-Western Reg	\$344.91
	Invoice		Date	Description		Amount
	PARS10-18-13		10/16/2013	Retirement Plan Contr, Employee Funded		\$344.91
74484	10/18/2013	Open			WATSONVILLE BLUEPRINT	\$21.70
	Invoice		Date	Description		Amount
	42393		10/11/2013	Plan prints		\$21.70
74485	10/18/2013	Open			WALSH CONSTRUCTION AND ASSOC	\$16,698.83
	Invoice		Date	Description		Amount
	80127		10/10/2013	Progress payment through 10/6/13		\$16,698.83
				Fund 1200, CIP		
Check Totals:			Count	40	TOTAL	\$90,942.64

THIS PAGE INTENTIONALLY LEFT BLANK


Checks dated 10/25/13 numbered 74486 to 74574 for a total of \$139381.53 have been reviewed and authorized for distribution by the City Manager.

As of 10/25/13 the unaudited cash balance is \$1,976,016

**CASH POSITION - CITY OF CAPITOLA 10/25/13**

	<u>Net Balance</u>
General Fund	\$ 36,503
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 299,125
Self Insurance Liability Fund	\$ 191,618
Stores Fund	\$ 1,292
Information Technology Fund	\$ 69,421
Equipment Replacement	\$ 132,881
Compensated Absences Fund	\$ 22,530
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 1,976,016</b>

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

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

10/25/2013  
 \_\_\_\_\_  
 Date

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

~~10~~ 11/01/13  
 \_\_\_\_\_  
 Date

## City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74486	10/25/2013	Open			AFLAC	\$466.76
	Invoice 607484		Date 09/30/2013	Description Sep Supple Health Ins, Employee Funded		Amount \$466.76
74487	10/25/2013	Open			AHA CONSULTING INC.	\$100.00
	Invoice 2009664		Date 10/01/2013	Description Batch update of Meeting Start Times Fund 2211, IT		Amount \$100.00
74488	10/25/2013	Open			ALLEY, DONALD	\$1,554.00
	Invoice 1013-01		Date 10/02/2013	Description Soquel Lagoon Monitoring		Amount \$1,554.00
74489	10/25/2013	Open			AT&T	\$7.75
	Invoice 674-Oct2013 624-Oct2013		Date 10/01/2013 10/01/2013	Description Long Distance Service, Oct2013 Long Distance Service, Oct2013		Amount \$3.81 \$3.94
74490	10/25/2013	Open			AUTOMATION TEST ASSOCIATES	\$25.00
	Invoice 40395		Date 10/22/2013	Description Oct Meter Reading, Wharf Fund 1311, Wharf Fund		Amount \$25.00
74491	10/25/2013	Open			BANK OF AMERICA	\$3,774.49
	Invoice Sep-Oct2013		Date 10/08/2013	Description Sep-Oct Credit Card Charges Fund 1000, Gen Fund=\$2313.39 Fund 1310, Gas Tax=\$95.43 Fund 1311, Wharf Fund=\$137.97 Fund 1313, Gen Plan Update=\$411.81 Fund 2210, Stores=\$51.98 Fund 2211, IT=\$763.91		Amount \$3,774.49
74492	10/25/2013	Open			BATTERIES PLUS	\$48.70
	Invoice 314-250529		Date 10/04/2013	Description Batteries for meters		Amount \$48.70
74493	10/25/2013	Open			BEYERS, FRED C	\$330.00
	Invoice 2014-00000262 2014-00000264		Date 10/18/2013 10/18/2013	Description Softball Volleyball Officials Sept & Oct 201 Fred Beyers Umpire Sept 2013		Amount \$99.00 \$231.00
74494	10/25/2013	Open			BIG CREEK LUMBER	\$21.14
	Invoice 114580 114617		Date 10/15/2013 10/15/2013	Description Cedar post Cedar rail		Amount \$12.14 \$9.00
74495	10/25/2013	Open			BROADCAST MUSIC INC.	\$327.00
	Invoice 24116748		Date 10/21/2013	Description Music/events license, Oct2013 thru Sep20		Amount \$327.00



# City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74496	10/25/2013	Open			BROOKTOWN DESIGN	\$775.00
	Invoice		Date	Description		Amount
	980		10/16/2013	Website Design		\$775.00
				Fund 1315, Public Arts		
74497	10/25/2013	Open			CA DEPARTMENT OF JUSTICE	\$32.00
	Invoice		Date	Description		Amount
	994169		10/03/2013	Sept 2013 fingerprints		\$32.00
74498	10/25/2013	Open			CALE AMERICA INC.	\$770.00
	Invoice		Date	Description		Amount
	130486		09/30/2013	Sept 2013 active meters		\$770.00
74499	10/25/2013	Open			CALIFORNIA COAST UNIFORM CO	\$3,950.12
	Invoice		Date	Description		Amount
	1894		09/23/2013	Mendoza vest		\$832.97
	1904		09/26/2013	Minium vest		\$832.97
	1923		09/30/2013	Dally vest		\$832.97
	1903		09/26/2013	Moreno vest		\$832.97
	1901		09/25/2013	Equipment, Zamora		\$206.57
	1906		09/27/2013	Uniform Exp, K. Howard VIP		\$48.88
	1870		09/13/2013	Uniform Exp, Damsen		\$127.13
	1868		09/13/2013	Uniform Exp, M. Foster VIP		\$235.66
				Fund 1000, Gen Fund=\$618.24		
				Fund 1300, SLESF=\$3331.88		
74500	10/25/2013	Open			CHANTICLEER VET HOSPITAL	\$158.50
	Invoice		Date	Description		Amount
	Sep2013		10/02/2013	Animal Control Exp, Sep2013		\$158.50
74501	10/25/2013	Open			Charter Communications	\$135.00
	Invoice		Date	Description		Amount
	198562-Oct2013		10/11/2013	Internet Access, Oct 2013		\$135.00
				Fund 2211, IT		
74502	10/25/2013	Open			CHEVROLET OF WATSONVILLE	\$250.00
	Invoice		Date	Description		Amount
	146141		10/09/2013	Electrical Work, PD112		\$250.00
74503	10/25/2013	Open			CLEAN SOURCE	\$1,254.66
	Invoice		Date	Description		Amount
	1401247		10/08/2013	Cleaning supplies		\$1,254.66
74504	10/25/2013	Open			COMMERCIAL SPEEDOMETER SVC	\$260.00
	Invoice		Date	Description		Amount
	1274		09/24/2013	Verify Speedometer Accuracy, 8 PD vehicl		\$260.00
74505	10/25/2013	Open			CONOCO-PHILLIPS FLEET SERVICES	\$39.00
	Invoice		Date	Description		Amount
	34357962		09/25/2013	PD Fuel Card Purchase		\$39.00

## City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74506	10/25/2013	Open			CVS PHARMACY INC.	\$29.97
	Invoice		Date	Description		Amount
	6427		10/17/2013	Coffee, PD		\$29.97
74507	10/25/2013	Open			D & G SANITATION	\$582.69
	Invoice		Date	Description		Amount
	206652		09/30/2013	Portable toilets		\$504.75
	206651		09/30/2013	Fence		\$77.94
				Fund 1000, Gen Fund=\$77.94		
				Fund 1311, Wharf Fund=\$504.75		
74508	10/25/2013	Open			DOGHERRA'S INC.	\$153.00
	Invoice		Date	Description		Amount
	312272		10/03/2013	Wharf ramp		\$153.00
				Fund 1311, Wharf Fund		
74509	10/25/2013	Open			EWING IRRIGATION	\$37.41
	Invoice		Date	Description		Amount
	7090676		10/03/2013	Tree stakes		\$37.41
74510	10/25/2013	Open			FEDERAL EXPRESS	\$61.67
	Invoice		Date	Description		Amount
	2-436-42624		10/18/2013	Shipping Exp		\$61.67
74511	10/25/2013	Open			FLYERS ENERGY, LLC	\$2,494.74
	Invoice		Date	Description		Amount
	13-896200		10/07/2013	481 Gal Ethanol		\$1,846.82
	13-896201		10/07/2013	165 Gal Diesel		\$647.92
74512	10/25/2013	Open			FREITAS & FREITAS, INC.	\$4,335.00
	Invoice		Date	Description		Amount
	Sept 2013		10/01/2013	Professional Services 9/1-9/30/13		\$4,335.00
74513	10/25/2013	Open			Geo. H. Wilson, Inc.	\$450.00
	Invoice		Date	Description		Amount
	105340		10/10/2013	Lawn Way pump maintenance		\$450.00
74514	10/25/2013	Open			HARLAN, STEPHANIE	\$168.37
	Invoice		Date	Description		Amount
	20130920		10/21/2013	Reimb Mileage, League of CA Cities Conf		\$168.37
74515	10/25/2013	Open			INTERSTATE BATTERY SYSTEM OF S	\$236.97
	Invoice		Date	Description		Amount
	50236268		09/30/2013	Two Batteries, PD Vehicles		\$236.97
74516	10/25/2013	Open			JENNINGS, LINDA	\$78.00
	Invoice		Date	Description		Amount
	2014-00000261		10/18/2013	Softball Volleyball Officials Sept & Oct 201		\$78.00
74517	10/25/2013	Open			KING'S PAINT AND PAPER, INC.	\$76.53
	Invoice		Date	Description		Amount
	A189211		10/03/2013	Paint for wharf brackets		\$76.53
				Fund 1311, Wharf Fund		

## City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74518	10/25/2013	Open			LAUTZENHISER'S STATIONERY, INC.	\$1,120.61
	Invoice		Date	Description		Amount
	11157		10/08/2013	Permanent Records Paper		\$1,120.61
74519	10/25/2013	Open			LOOMIS	\$911.22
	Invoice		Date	Description		Amount
	11312417		09/30/2013	Armored Car Service, Oct2013		\$911.22
74520	10/25/2013	Open			LUICH, JAY	\$264.00
	Invoice		Date	Description		Amount
	2014-00000260		10/18/2013	Softball Volleyball Officials Sept & Oct 201		\$264.00
74521	10/25/2013	Open			MEGAPATH COVAD COMMUNICATION	\$646.51
	Invoice		Date	Description		Amount
	48651541		09/28/2013	Internet Access, Oct2013 Fund 2211, IT		\$646.51
74522	10/25/2013	Open			MID-COUNTY AUTO SUPPLY	\$115.27
	Invoice		Date	Description		Amount
	356760		09/30/2013	Auto Parts, PD 041		\$26.70
	356233		09/25/2013	Auto Parts, John Deere Loader		\$31.87
	356476		09/27/2013	Auto parts, PD 041		\$56.70
74523	10/25/2013	Open			MONTEREY BAY SYSTEMS	\$1,448.22
	Invoice		Date	Description		Amount
	185765		09/25/2013	Copier Maint, Contract 21883-02		\$902.50
	185764		09/25/2013	Copier maint, Contract 20168-06 Fund 1000, Gen Fund=\$902.50 Fund 2211, IT=\$545.72		\$545.72
74524	10/25/2013	Open			NATIONAL REC & PARKS ASSOC.	\$150.00
	Invoice		Date	Description		Amount
	41457-2014		10/21/2013	Membership, Nov 2013 thru Oct 2014		\$150.00
74525	10/25/2013	Open			NORTH BAY FORD	\$480.87
	Invoice		Date	Description		Amount
	CM237549		10/01/2013	Return Auto Parts		(\$49.52)
	237549		09/30/2013	Auto Parts, PD 072		\$48.24
	237574		09/25/2013	Auto parts, PD072		\$11.99
	237663		10/02/2013	Auto Parts, PD 072		\$54.53
	237671		10/02/2013	Auto parts, PD 082		\$415.63
74526	10/25/2013	Open			ORCHARD SUPPLY HARDWARE	\$114.18
	Invoice		Date	Description		Amount
	6014-6121317		10/02/2013	Auto Parts, PD041		\$21.71
	6012-4797009		10/02/2013	Maint Supplies, Lifeguard Towers		\$53.21
	6013-3172514		10/11/2013	Mower Parts		\$39.26

## City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74527	10/25/2013 Invoice 2014-00000258	Open	Date 10/13/2013	Description Monthly Elec Fund 1000, Gen Fund=\$5337.22 Fund 1300, SLESF=\$155.71 Fund 1310, Gas Tax=\$6998.14 Fund 1311, Wharf=\$1997.99	PACIFIC GAS & ELECTRIC	\$14,489.06
74528	10/25/2013 Invoice C232403 8952012 233576 8951372	Open	Date 10/01/2013 10/10/2013 10/07/2013 10/09/2013	Description Credit for duplicate charge Parking supply Office supplies Art Supplies, Art & Culture Committee	PALACE ART & OFFICE SUPPLIES	\$288.99
74529	10/25/2013 Invoice 8680367	Open	Date 10/03/2013	Description Parts for John Deere Loader	PAPE MACHINERY	\$6,878.08
74530	10/25/2013 Invoice 198509	Open	Date 10/09/2013	Description Safety supplies	PK SAFETY SUPPLY	\$462.04
74531	10/25/2013 Invoice 050-356921 PODS-Sep2013 050-358726 050-358727 050-357799 050-357800	Open	Date 10/04/2013 09/30/2013 10/16/2013 10/16/2013 10/10/2013 10/10/2013	Description Monthly rental of storage, PD Past due 10 days Move container, PD Final pickup of empty container, PD Move full container to new location Move pod 704b50, PD	PODS ENTERPRISES INC.	\$752.64
74532	10/25/2013 Invoice 30045965 30044956 30046890	Open	Date 10/07/2013 10/03/2013 10/09/2013	Description Wood - Depot Hill bench Roofing supplies Misc.	ProBUILD COMPANY LLC	\$238.44
74533	10/25/2013 Invoice 19305	Open	Date 09/30/2013	Description Professional Services Sept 1-30, 2013	RINCON CONSULTANTS, INC.	\$27,054.11
74534	10/25/2013 Invoice 20131004 20131011	Open	Date 10/21/2013 10/21/2013	Description Reimb Training Meals Reimb Training Meals	RYAN, SARAH	\$242.90
74535	10/25/2013 Invoice 715315-F	Open	Date 09/28/2013	Description Street Stiping, Per Schedule Fund 1310, Gas Tax	SAFETY STRIPING SERVICE INC.	\$22,069.85

## City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74536	10/25/2013	Open			SCC INFORMATION SERVICES	\$521.99
	Invoice		Date	Description		Amount
	SCAN-Oct2013		10/02/2013	Oct Open query Scan		\$521.99
74537	10/25/2013	Open			SCC TAX COLLECTOR	\$2,924.71
	Invoice		Date	Description		Amount
	138355-13/14-1		10/21/2013	Sanitation District Charges, Wharf Fund 1311, Wharf Fund		\$2,924.71
74538	10/25/2013	Open			SCC TAX COLLECTOR	\$3,676.57
	Invoice		Date	Description		Amount
	137752-13/14-1		10/21/2013	Sanitation District Charges, Esplanade		\$3,676.57
74539	10/25/2013	Open			SCC TAX COLLECTOR	\$337.47
	Invoice		Date	Description		Amount
	220562-13/14-1		10/21/2013	Sanitation District Charges, NB Gym		\$337.47
74540	10/25/2013	Open			SCC TAX COLLECTOR	\$869.65
	Invoice		Date	Description		Amount
	214543-13/14-1		10/21/2013	Sanitation District Charges, City Hall		\$869.65
74541	10/25/2013	Open			SCC TAX COLLECTOR	\$658.72
	Invoice		Date	Description		Amount
	219672-13/14-1		10/21/2013	Sanitation District Charges, Library		\$658.72
74542	10/25/2013	Open			SANTA CRUZ ELECTRONICS, INC.	\$37.78
	Invoice		Date	Description		Amount
	550144		08/27/2013	USB Adapter Fund 2211, IT		\$37.78
74543	10/25/2013	Open			SC OCCUPATIONAL MEDICAL CTR	\$435.00
	Invoice		Date	Description		Amount
	I-8554		09/30/2013	New Employee Physical, Needens		\$435.00
74544	10/25/2013	Open			SV FIRE PROTECTION DISTRICT	\$5,239.00
	Invoice		Date	Description		Amount
	1314-1		10/09/2013	FY 13/14 Hazmat team contribution		\$5,239.00
74545	10/25/2013	Open			SLOMA, CLIFF	\$209.89
	Invoice		Date	Description		Amount
	20131011s		10/21/2013	Reimb Training Meals		\$209.89
74546	10/25/2013	Open			SOQUEL CREEK WATER DISTRICT	\$4,018.00
	Invoice		Date	Description		Amount
	13-097		10/21/2013	Refund Planner Cost Recovery, 13-097		\$4,018.00
74547	10/25/2013	Open			SUMMIT UNIFORM CORP	\$107.66
	Invoice		Date	Description		Amount
	6707		09/10/2013	Uniform Exp, Evans		\$107.66
74548	10/25/2013	Open			THE HARTFORD -PRIORITY ACCOUNT	\$1,736.35
	Invoice		Date	Description		Amount
	6506105-3		10/21/2013	Nov Life & Long Term Disability Ins		\$1,736.35

## City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74549	10/25/2013 Invoice 97753	Open	Date 09/19/2013	Description Windows, Jade St	THE SKYLIGHT PLACE INC.	\$525.49
74550	10/25/2013 Invoice 2014-00000263	Open	Date 10/18/2013	Description Softball Volleyball Officials Sept & Oct 201	THILL, WENDY	\$120.00
74551	10/25/2013 Invoice Flex-Oct2013	Open	Date 10/23/2013	Description Replenish Flex Account, Oct 2013	TLC ADMINISTRATORS, INC.	\$302.47
74552	10/25/2013 Invoice CNIN044832	Open	Date 09/30/2013	Description Copier Maint, Sharp MX7001N Fund 2210, Stores	TRI-COUNTY BUSINESS SYSTEMS INC	\$801.09
74553	10/25/2013 Invoice 954791403 954791413	Open	Date 10/05/2013 10/12/2013	Description Shipping-PD Shipping-PD	UNITED PARCEL SERVICE	\$44.43
74554	10/25/2013 Invoice 5057	Open	Date 10/03/2013	Description FY13/14 Homeless Action Partnership	UNITED WAY OF SCC	\$2,885.00
74555	10/25/2013 Invoice 1013LP31150	Open	Date 10/17/2013	Description Oct 25 2013 thru April 25, 2014	USA PROTECT, LLC dba LP POLICE	\$450.00
74556	10/25/2013 Invoice July 2013	Open	Date 10/02/2013	Description July Pistol Range Use	WATSONVILLE POLICE DEPT	\$250.00
74557	10/25/2013 Invoice 2014-00000272	Open	Date 10/21/2013	Description Refund Bldg Permit BP2013-335	Abbott, Deborah	\$101.01
74558	10/25/2013 Invoice 12-144	Open	Date 10/21/2013	Description Refund Planner Cost Recovery, Surf & Sa	Alpert, Mark D.	\$788.25
74559	10/25/2013 Invoice 14135456	Open	Date 10/03/2013	Description Refund cite #14135456	Becker, Dave	\$36.00
74560	10/25/2013 Invoice 14135580	Open	Date 10/14/2013	Description Refund cite #14135580	Bekkers, Erik	\$31.00

## City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74561	10/25/2013 Invoice 13-105	Open	Date 10/21/2013	Description Refunds Planner Cost Recovery, Chili's Pe	Brinker International	\$4,358.00
74562	10/25/2013 Invoice Carnahan	Open	Date 10/21/2013	Description Refund Tree Removal Deposit	Carnahan, Mardel	\$500.00
74563	10/25/2013 Invoice 167650K305	Open	Date 10/21/2013	Description Jul 2013 Insurance Claim Settlement Fund 2213, Self-Ins Liability	Churchill, Michelle	\$300.00
74564	10/25/2013 Invoice 12136180	Open	Date 10/18/2013	Description Refund cite #12136180	Grey, James	\$10.00
74565	10/25/2013 Invoice 14134813	Open	Date 10/17/2013	Description refund cite #14134813	Haley, Ryan	\$10.00
74566	10/25/2013 Invoice 13-102	Open	Date 10/21/2013	Description Refund Planner Cost Recovery, Jensen/Ha	Jensen, Jerry	\$1,478.00
74567	10/25/2013 Invoice Mello	Open	Date 10/21/2013	Description Refund Tree Deposit, 380 Bay Ave.	Mello, Betty L.	\$500.00
74568	10/25/2013 Invoice 14135460	Open	Date 10/17/2013	Description Refund Citation #14135460	Mitrani, Mirit	\$31.00
74569	10/25/2013 Invoice BP2013-348	Open	Date 10/21/2013	Description Bldg Permit BP2013-348 Refund	Mr. Rooter Plumbing of Santa Cruz Coun	\$348.57
74570	10/25/2013 Invoice 267	Open	Date 10/14/2013	Description Refund Village Permit Mistakenly sold to p	Parker, Keana	\$50.00
74571	10/25/2013 Invoice 2014-00000270	Open	Date 10/14/2013	Description Fiscal Year 11/12 return unused SLESA fu Fund 1300, SLESF	SLESA	\$3,207.73
74572	10/25/2013 Invoice 14134699	Open	Date 10/17/2013	Description refund cite #14134699	Vann, Valerie	\$10.00
74573	10/25/2013 Invoice 46891	Open	Date 09/18/2013	Description Business Cards, City Treasurer	MISSION PRINTERS	\$38.78

# City Checks Issued 10/25/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount	
74574	10/25/2013	Open			RANNALS, DANE	\$721.46	
	Invoice		Date	Description		Amount	
	SS Refund		10/24/2013	Refund Soc Security Withheld from paych		\$721.46	
Check Totals:				Count	89	TOTAL	\$139,381.53




Checks dated 11/1/13 numbered 74575 to 74615 for a total of \$65,951.18 have been reviewed and authorized for distribution by the City Manager.

As of 11/1/13 the unaudited cash balance is \$1,833,646

**CASH POSITION - CITY OF CAPITOLA 11/1/13**

	<u>Net Balance</u>
General Fund	\$ (105,809)
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 299,125
Self Insurance Liability Fund	\$ 191,618
Stores Fund	\$ 1,233
Information Technology Fund	\$ 69,421
Equipment Replacement	\$ 132,881
Compensated Absences Fund	\$ 22,530
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 1,833,646</b>

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

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

11/1/2013  
 \_\_\_\_\_  
 Date

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

11/1/2013  
 \_\_\_\_\_  
 Date

## City Checks Issued 11/1/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74575	11/01/2013 Licensee Type Business	Open	Date 10/24/2013	Description License Refund	WILLIAM DE GUZMAN	\$60.00
74576	11/01/2013 Invoice 1013-04	Open	Date 10/29/2013	Description Soquel Creek Fish Monitoring FY 13/14	ALLEY, DONALD	\$5,087.65
74577	11/01/2013 Invoice Sep2013	Open	Date 10/24/2013	Description Sep 2013 Legal Services	ATCHISON, BARISONE, & CONDOTTI	\$14,557.38
74578	11/01/2013 Invoice Blankenship-Oct1	Open	Date 10/24/2013	Description Reimb Travel Exp, PD	BLANKENSHIP, LELAND	\$75.71
74579	11/01/2013 Invoice 1929	Open	Date 10/05/2013	Description Uniform Exp, Sandretti	CALIFORNIA COAST UNIFORM CO	\$102.12
74580	11/01/2013 Invoice 11710	Open	Date 10/07/2013	Description September Cleaning Services Fund 1000, Gen Fund=\$3856.80 Fund 1311, Wharf Fund=\$217.50	CLEAN BUILDING MAINTENANCE	\$4,074.30
74581	11/01/2013 Invoice 28750-78 2989-155 28750-79	Open	Date 10/02/2013 10/29/2013 10/29/2013	Description GPAC webhosting 10/23/13-11/22/13 Web hosting GPAC webhosting late fee Fund 1000, Gen Fund=\$65.70 Fund 1313, GenPlan Update=\$44.95	CRUZIO THE INTERNET STORE INC.	\$110.65
74582	11/01/2013 Invoice 106291-2014	Open	Date 10/18/2013	Description License Renewal, Nakamoto	DEPT OF PESTICIDE REGULATION	\$60.00
74583	11/01/2013 Invoice 20131022	Open	Date 10/22/2013	Description Employee Flu Shot administration	DOVER, ARTHUR S.	\$605.00
74584	11/01/2013 Invoice Evans-10-13	Open	Date 10/17/2013	Description Reimb Travel Expenses, PD	EVANS, KRAIG	\$183.68
74585	11/01/2013 Invoice 7137711	Open	Date 10/12/2013	Description Rake & shovel	EWING IRRIGATION	\$41.39
74586	11/01/2013 Invoice 242082	Open	Date 10/16/2013	Description Plants	FARWEST NURSERY	\$36.31

# City Checks Issued 11/1/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74587	11/01/2013	Open			FLYERS ENERGY, LLC	\$3,787.84
	Invoice		Date	Description		Amount
	13-898333		10/11/2013	100 Gal Diesel		\$391.58
	13-898332		10/11/2013	321 Gal Ethanol		\$1,262.25
	13-900183		10/17/2013	100 Gal Diesel		\$392.67
	13-900182		10/17/2013	444 Gal Ethanol		\$1,741.34
74588	11/01/2013	Open			HUB INTERNATIONAL OF CA	\$100.18
	Invoice		Date	Description		Amount
	October 2013		10/29/2013	Insurance coverage for CC events		\$100.18
74589	11/01/2013	Open			JIM CLARK BACKFLOW	\$100.00
	Invoice		Date	Description		Amount
	102213		10/22/2013	Blackflow testing, Median Strips		\$100.00
74590	11/01/2013	Open			KRAFT'S BODY SHOP	\$1,354.56
	Invoice		Date	Description		Amount
	32257		10/11/2013	Body Work, PD 082, Crown Vic		\$1,354.56
74591	11/01/2013	Open			Mainstreet Media dba GOODTIMES	\$225.00
	Invoice		Date	Description		Amount
	Ad # 00087670		10/10/2013	Advertising, Rec		\$225.00
74592	11/01/2013	Open			MID-COUNTY AUTO SUPPLY	\$292.35
	Invoice		Date	Description		Amount
	358736		10/17/2013	Star bit sockets		\$22.24
	357288		10/04/2013	Auto Parts, Fleet		\$9.91
	357258		10/04/2013	Sweeper parts (Fund 1310, Gas Tax)		\$13.42
	356998		10/02/2013	Auto Parts, PW Utility Trailer		\$118.27
	357499		10/07/2013	Auto Parts, PD041		\$79.09
	357852		10/09/2013	Auto Parts, Fleet		\$49.42
74593	11/01/2013	Open			MILLER'S TRANSFER & STORAGE CO	\$344.50
	Invoice		Date	Description		Amount
	84924		10/02/2013	Oct Storage, Sep Handling-Records Mgmt		\$344.50
74594	11/01/2013	Open			MONTEREY BAY SYSTEMS	\$273.84
	Invoice		Date	Description		Amount
	187033		10/07/2013	Photocopy Exp, Contract 11057-08		\$273.84
74595	11/01/2013	Open			ORCHARD SUPPLY HARDWARE	\$470.59
	Invoice		Date	Description		Amount
	6010-2434557		10/09/2013	Epoxy		\$5.97
	6005-2435172		10/10/2013	Misc.		\$117.36
	6012-4798724		10/10/2013	Misc.		\$10.85
	6012-4790390		10/17/2013	Misc.		\$38.25
	6010-4765757		10/17/2013	Misc Supplies, Fleet		\$11.03
	6007-9872159		10/11/2013	Misc Supplies, Fleet		\$7.83
	6007-3522023		10/10/2013	Small Tools, Fleet		\$54.33
	6014-2435508		09/06/2013	Sand		\$4.34
	6007-3523701		08/23/2013	Keys		\$5.42

## City Checks Issued 11/1/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
					ORCHARD SUPPLY HARDWARE (CONT)	
	6007-9870690		09/30/2013	Metal		\$28.25
	6012-4796996		10/02/2013	Truck rope - floating docks		\$43.48
	6007-3527909		09/13/2013	Trash Can		\$143.48
				Fund 1000, Gen Fund=\$427.11		
				Fund 1311, Wharf Fund=\$43.48		
74596	11/01/2013	Open			OSUNA AUTO ELEC & SMALL ENGINE	\$751.57
	Invoice		Date	Description		Amount
	1311		10/16/2013	Ford Alternator, PD CSO		\$145.09
	2095		10/17/2013	Auto Parts, PD 112		\$606.48
74597	11/01/2013	Open			PALACE ART & OFFICE SUPPLIES	\$281.72
	Invoice		Date	Description		Amount
	235129		10/16/2013	Office Supplies, City Hall		\$60.16
	8954268		10/17/2013	Supplies-Rec		\$25.97
	235196		10/16/2013	Office supplies		\$195.59
				Fund 1000, Gen Fund=\$221.56		
				Fund 2210, Stores=\$60.16		
74598	11/01/2013	Open			PEARSON, DENICE	\$134.49
	Invoice		Date	Description		Amount
	20131025		10/24/2013	Reimb Travel Exp, Training		\$134.49
74599	11/01/2013	Open			PESTICIDE APPLICATORS PROF ASSOC.	\$45.00
	Invoice		Date	Description		Amount
	106291-2014		10/18/2013	Membership, Nakamoto		\$45.00
74600	11/01/2013	Open			REED, DANIEL	\$33.00
	Invoice		Date	Description		Amount
	2014-00000276		10/29/2013	Dan Reed Softball Official Sept 2013		\$33.00
74601	11/01/2013	Open			SANTA CRUZ FIRE EQUIPMENT CO.	\$357.17
	Invoice		Date	Description		Amount
	93734		10/18/2013	Annual Fire Ext Maint, Museum		\$38.00
	93735		10/18/2013	Annual Fire Ext Maint, City Hall		\$80.00
	93736		10/18/2013	Annual Fire Ext Maint, New Brighton Gym		\$65.00
	93756		10/22/2013	Annual Fire Ext Maint, Corp Yd		\$174.17
74602	11/01/2013	Open			SIRCHIE	\$56.75
	Invoice		Date	Description		Amount
	0139174		10/08/2013	drug test kits, PD		\$56.75
74603	11/01/2013	Open			SMITH, BRET	\$655.67
	Invoice		Date	Description		Amount
	10232013		10/23/2013	Jade St. Baseball shed		\$655.67
74604	11/01/2013	Open			T & T PAVEMENT MARKINGS	\$480.06
	Invoice		Date	Description		Amount
	2013708		10/10/2013	3/8 steel rivets		\$480.06
				Fund 1310, Gas Tax		

# City Checks Issued 11/1/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74605	11/01/2013 Invoice 19027	Open	Date 10/04/2013	Description 3 boots for vehicles	UNIVERSAL BOOT INC.	\$392.00
74606	11/01/2013 Invoice 20131025	Open	Date 10/24/2013	Description Reimb Travel Exp, Training	WHEELER, MARK, S	\$937.48
74607	11/01/2013 Invoice 2001821-002	Open	Date 10/29/2013	Description Class refund	Keachie, Pam	\$54.00
74608	11/01/2013 Invoice 13-125	Open	Date 10/24/2013	Description Tree Deposit Refund, Appl 13-125	Sanders, Mike	\$500.00
74609	11/01/2013 Invoice 2001827-002	Open	Date 10/29/2013	Description Class refund	Sipiora, Jonie	\$54.00
74610	11/01/2013 Invoice 2001819-002	Open	Date 10/29/2013	Description Class refund	Smith, Whitney	\$69.00
74611	11/01/2013 Invoice POA-11/1/13	Open	Date 10/31/2013	Description POA Dues, Employee Funded	CAPITOLA PEACE OFFICERS ASSOC.	\$1,513.75
74612	11/01/2013 Invoice ICMA11-1-13	Open	Date 10/31/2013	Description Retirement Plan Contr., Employee Funded	ICMA RETIREMENT TRUST 457	\$4,489.16
74613	11/01/2013 Invoice PARS11-1-13	Open	Date 10/31/2013	Description Retirement Plan Contr, Employee Funded	US Bank Institutional Trust-Western Reg	\$247.89
74614	11/01/2013 Invoice 52232	Open	Date 08/31/2013	Description Aug 2013 Professional Services, Gen Plan Fund 1313, Gen Plan Update	DESIGN, COMMUNITY & ENVIRONMEN	\$21,705.42
74615	11/01/2013 Invoice 20131021	Open	Date 10/21/2013	Description Progress Payment, Seawall Tile Restoratic Fund 1315, Public Art Fund	LATSHAW , EDWARD, H	\$1,250.00
Check Totals:				Count	41	TOTAL \$65,951.18

THIS PAGE INTENTIONALLY LEFT BLANK

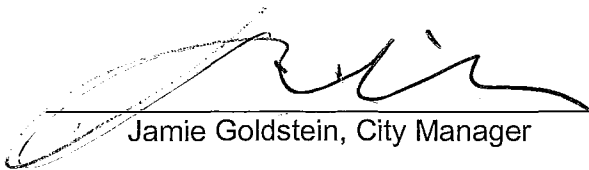
Checks dated 11/8/13 numbered 74616 to 74663 plus one EFT for a total of \$104,029.88 have been reviewed and authorized for distribution by the City Manager.

As of 11/8/13 the unaudited cash balance is \$1,708,428

**CASH POSITION - CITY OF CAPITOLA 11/8/13**

	<u>Net Balance</u>
General Fund	\$ (229,248)
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 299,125
Self Insurance Liability Fund	\$ 190,427
Stores Fund	\$ 436
Information Technology Fund	\$ 69,629
Equipment Replacement	\$ 132,881
Compensated Absences Fund	\$ 22,530
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b><u>\$ 1,708,428</u></b>

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

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

11/8/2013  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

## City Checks Issued 11/8/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74616	11/08/2013	Open			A SIGN ASAP	\$70.63
	Invoice		Date	Description		Amount
	130858		10/18/2013	Emergency phone sign		\$70.63
74617	11/08/2013	Open			AFLAC	\$466.76
	Invoice		Date	Description		Amount
	042030		10/30/2013	Oct 2013 Suppl Health Ins, Employee Fun		\$466.76
74618	11/08/2013	Open			ALLSAFE LOCK COMPANY	\$370.25
	Invoice		Date	Description		Amount
	45322		10/07/2013	Replace City Hall Door Handle		\$370.25
74619	11/08/2013	Open			B & B SMALL ENGINE REPAIR	\$128.42
	Invoice		Date	Description		Amount
	294412		10/18/2013	Mower blades & oil		\$128.42
74620	11/08/2013	Open			CALIFORNIA COAST UNIFORM CO	\$961.19
	Invoice		Date	Description		Amount
	1942		10/11/2013	Uniform & Equip Exp, Sandretti		\$128.22
	1916		09/30/2013	Bullet proof vest, Booth		\$832.97
				Fund 1000, Gen Fund=\$128.22		
				Fund 1300, SLESF=\$832.97		
74621	11/08/2013	Open			CALIF LAW ENFORCEMENT ASSOC.	\$514.50
	Invoice		Date	Description		Amount
	Nov2013		10/16/2013	Nov2013 Long Term Disability Ins, PD		\$514.50
74622	11/08/2013	Open			CLEAN SOURCE	\$1,474.60
	Invoice		Date	Description		Amount
	1392420-01		10/18/2013	Cleaning supplies		\$84.50
	14156001		10/29/2013	Cleaning supplies		\$1,390.10
74623	11/08/2013	Open			DE LAGE LANDEN FINANCIAL SVCS	\$335.61
	Invoice		Date	Description		Amount
	19942173		10/20/2013	Copier Lease payment, Acct 371362		\$335.61
				Fund 2210, Stores		
74624	11/08/2013	Open			EXTRA SPACE STORAGE OF SC INC	\$331.00
	Invoice		Date	Description		Amount
	2522221-Nov13		10/27/2013	Evidence storage, PD		\$331.00
74625	11/08/2013	Open			FASTENAL COMPANY	\$24.65
	Invoice		Date	Description		Amount
	CASAT22342		10/16/2013	Auto parts, Fleet		\$24.65
74626	11/08/2013	Open			FERRASCI-HARP, AMY	\$775.00
	Invoice		Date	Description		Amount
	28		11/03/2013	Oct 2013 BIA Professional Services		\$775.00
				Fund 1321, BIA		
74627	11/08/2013	Open			FLYERS ENERGY, LLC	\$2,389.23
	Invoice		Date	Description		Amount
	13-902423		10/25/2013	100 Gal Diesel		\$392.67
	13-902422		10/25/2013	520 Gal Ethanol		\$1,996.56



# City Checks Issued 11/8/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74628	11/08/2013 Invoice 20131104	Open	Date 11/04/2013	Description Reimb Travel Exp, PD	GARRETT-FRIAS, BARBARA	\$64.33
74629	11/08/2013 Invoice 109969	Open	Date 10/17/2013	Description Sep2013 Legal Services, Successor Agcy	GOLDFARB & LIPMAN, LLP	\$1,248.00
74630	11/08/2013 Invoice 20131030	Open	Date 11/04/2013	Description Reimb Mileage, AMBAG Meeting	GRUNOW, RICH	\$65.54
74631	11/08/2013 Invoice 15714	Open	Date 10/10/2013	Description Sep 2013 Bldg Plan Review Services	INTERWEST CONSULTING GROUP INC	\$200.00
74632	11/08/2013 Invoice 225672	Open	Date 11/04/2013	Description Contract C12683-01, Canon IR1750, Rec	KBA Docusys	\$28.19
74633	11/08/2013 Invoice 10/15/13	Open	Date 10/15/2013	Description Uniform cleaning-PD	KING'S CLEANERS	\$649.00
74634	11/08/2013 Invoice A189938	Open	Date 10/15/2013	Description Black traffic paint Fund 1310, GasTax	KING'S PAINT AND PAPER, INC.	\$101.93
74635	11/08/2013 Invoice 358462 358537 357974 357937	Open	Date 10/15/2013 10/15/2013 10/10/2013 10/10/2013	Description Auto Parts, Fleet Auto Parts, PW Utility Trailer Return Auto parts Auto Parts, PW Utility Trailer	MID-COUNTY AUTO SUPPLY	\$106.31
74636	11/08/2013 Invoice 742568	Open	Date 10/11/2013	Description Playground bridge	Miracle Recreation Equipment Co.	\$1,699.65
74637	11/08/2013 Invoice Oct2013	Open	Date 10/31/2013	Description Oct 2013 Mat, Towel, and Uniform Cleanin	MISSION LINEN SUPPLY	\$820.60
74638	11/08/2013 Invoice MBA11-0410	Open	Date 10/31/2013	Description Claim Settlement, MBCOC Fund 2213, Self-Ins Liability	MONTEREY BAY AREA SELF INS AUTI	\$1,190.36
74639	11/08/2013 Invoice 188565	Open	Date 10/22/2013	Description Copier Maint, Acct 4754242, Contract 223	MONTEREY BAY SYSTEMS	\$223.67

## City Checks Issued 11/8/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74640	11/08/2013	Open			MORRISON, EDWARD	\$2,500.00
	Invoice		Date	Description		Amount
	16		11/04/2013	Oct 2013 Inspection Services		\$2,500.00
74641	11/08/2013	Open			MUNISERVICES, LLC	\$11,461.63
	Invoice		Date	Description		Amount
	32047		10/11/2013	Sales Tax Audit, Qtr Ending 6/30/13		\$812.92
	32046		10/11/2013	Sales Tax Audit, Qtr Ending 6/30/13		\$10,648.71
74642	11/08/2013	Open			MURPHY, LISA	\$64.57
	Invoice		Date	Description		Amount
	20131030		10/30/2013	Reimb Snacks for Training		\$64.57
74643	11/08/2013	Open			NATIONAL FIRE PROTECTION ASSOC	\$165.00
	Invoice		Date	Description		Amount
	5904536X-3		11/04/2013	Membership, Wheeler		\$165.00
74644	11/08/2013	Open			ORCHARD SUPPLY HARDWARE	\$284.23
	Invoice		Date	Description		Amount
	6011-7063975		10/16/2013	Misc.		\$93.22
	6013-2123258		10/18/2013	Misc. (Fund 1311, Wharf Fund)		\$53.79
	6005-196343		10/24/2013	Sealant		\$21.71
	6010-9876802		10/24/2013	Misc. Maint Supplies		\$42.85
	6010-2126517		10/21/2013	Batteries, Corp Yd		\$40.17
	9170062		10/16/2013	Plants		\$32.49
74645	11/08/2013	Open			PACIFIC VETERINARY SPECIALISTS	\$133.63
	Invoice		Date	Description		Amount
	26490		10/04/2013	Animal Control Exp, #13C-02009		\$133.63
74646	11/08/2013	Open			PALACE ART & OFFICE SUPPLIES	\$965.14
	Invoice		Date	Description		Amount
	20285		10/18/2013	File cabinet		\$315.16
	235783		10/21/2013	Keyboard Tray, PW		\$445.11
	236183		10/23/2013	Keyboard Tray, PW		\$215.31
	236515		10/25/2013	Office Supplies, City Hall		\$16.23
	C235783		10/24/2013	Return Keyboard Tray, PW		(\$215.31)
	235331		10/18/2013	Office Supplies, Rec		\$188.64
				Fund 1000, Gen Fund=\$503.80		
				Fund 2210, Stores=\$461.34		
74647	11/08/2013	Open			PODS ENTERPRISES INC.	\$308.77
	Invoice		Date	Description		Amount
	050-359346		10/21/2013	PODS, delivery & rental, PD		\$308.77
74648	11/08/2013	Open			ProBUILD COMPANY LLC	\$302.06
	Invoice		Date	Description		Amount
	30050324		10/21/2013	24 padlocks		\$302.06
74649	11/08/2013	Open			QUENVOLD'S SAFETY SHOEMOBILES	\$185.96
	Invoice		Date	Description		Amount
	85014		10/18/2013	Safety Shoes, Turcotte		\$185.96

**City Checks Issued 11/8/2013**

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74650	11/08/2013 Invoice 2013-29	Open	Date 10/23/2013	Description Jul/Aug/Sep 2013 Admin Hearing, Pkg Cit	ROBERT SEELEY & ASSOCIATES	\$120.00 \$120.00
74651	11/08/2013 Invoice 7719-575425 7719-575443	Open	Date 10/17/2013 10/17/2013	Description CH light bulbs Volt meter - Jesse	ROYAL WHOLESALE ELECTRIC	\$133.32 \$75.36 \$57.96
74652	11/08/2013 Invoice 93739	Open	Date 10/21/2013	Description Annual Maintenance for extinguishers	SANTA CRUZ FIRE EQUIPMENT CO.	\$80.00 \$80.00
74653	11/08/2013 Invoice Sep-Oct2013	Open	Date 10/15/2013	Description WATER BILLS FOR STREET MEDIANS	SANTA CRUZ MUNICIPAL UTILITIES	\$729.20 \$729.20
74654	11/08/2013 Invoice 110939	Open	Date 10/10/2013	Description 40mm 12 rd belt, Blankenship	THE TACTICAL TAILOR INC.	\$72.56 \$72.56
74655	11/08/2013 Invoice 93030-Nov2013	Open	Date 11/01/2013	Description Nov 2013 Dental & Vision Ins, Employee F	TLC ADMINISTRATORS, INC.	\$4,850.40 \$4,850.40
74656	11/08/2013 Invoice 6623-NOV	Open	Date 11/05/2013	Description Postage for Winter 2014 brochure, Rec	UNITED STATES POSTAL SERVICE	\$4,640.00 \$4,640.00
74657	11/08/2013 Invoice 19086	Open	Date 10/17/2013	Description Keys for auto boots, PD	UNIVERSAL BOOT INC.	\$31.00 \$31.00
74658	11/08/2013 Invoice UPEC-Oct2013	Open	Date 10/16/2013	Description Union Dues, Oct 2013, Employee Funded	UPEC LIUNA LOCAL 792	\$972.00 \$972.00
74659	11/08/2013 Invoice 239525173 239397375	Open	Date 10/24/2013 10/22/2013	Description Contract 50-0296803-000, Copier Lease Contract 500-0332356-000, Copier Lease Fund 1000, Gen Fund=\$98.97 Fund 2211, IT=\$80.48	US BANCORP EQUIPMENT FINANCE	\$179.45 \$80.48 \$98.97
74660	11/08/2013 Invoice 1084	Open	Date 10/29/2013	Description Oct 2013 K-9 training	VIGILANT CANINE SERVICES	\$250.00 \$250.00
74661	11/08/2013 Invoice 1231	Open	Date 10/17/2013	Description Oil Change, Minium's bike	WE ALL RIDE SANTA CRUZ	\$286.99 \$286.99

**City Checks Issued 11/8/2013**

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount	
74662	11/08/2013	Open			La Quinta Inn & Suites Fresno Riverpark	\$288.15	
	Invoice		Date	Description		Amount	
	2014-00000278		11/04/2013	Travel Exp, Interview and Interrogation Cla		\$288.15	
74663	11/08/2013	Open			Yoxsimer, Bruce	\$5,000.00	
	Invoice		Date	Description		Amount	
	2014-486		11/04/2013	Refund Design Bond, 100 Central Ave.		\$5,000.00	
361183	11/08/2013	Open			CalPERS Health Insurance	\$55,786.40	
	Invoice		Date	Description		Amount	
	Nov2013		10/14/2013	Nov2013 Health Ins, Employee Funded		\$55,786.40	
Check Totals:				Count	49	TOTAL	\$104,029.88

Checks dated 11/15/13 numbered 74664 to 74726 for a total of \$128,774.02 have been reviewed and authorized for distribution by the City Manager.

As of 11/15/13 the unaudited cash balance is \$1,561,654

**CASH POSITION - CITY OF CAPITOLA 11/15/13**

	<u>Net Balance</u>
General Fund	\$ (372,639)
Contingency Reserve Fund	\$ 1,222,646
Worker's Comp. Ins. Fund	\$ 299,125
Self Insurance Liability Fund	\$ 189,597
Stores Fund	\$ 389
Information Technology Fund	\$ 67,125
Equipment Replacement	\$ 132,881
Compensated Absences Fund	\$ 22,530
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 1,561,654</b>

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

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

11/15/2013  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

## City Checks Issued 11/15/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74664	11/15/2013	Open			ALLSAFE LOCK COMPANY	\$3.25
	Invoice		Date	Description		Amount
	45401		10/28/2013	Toyota key		\$3.25
74665	11/15/2013	Open			AT&T	\$7.75
	Invoice		Date	Description		Amount
	674-Nov13		11/01/2013	Long Distance Service, Nov2013		\$3.81
	624-Nov13		11/01/2013	Long Distance Service, Nov2013		\$3.94
74666	11/15/2013	Open			B & B SMALL ENGINE REPAIR	\$2,327.30
	Invoice		Date	Description		Amount
	294681		10/23/2013	Chainsaw chaps		\$108.24
	295262		11/05/2013	Honda generator, Corp Yd		\$2,219.06
74667	11/15/2013	Open			BORDEN DECAL	\$1,348.88
	Invoice		Date	Description		Amount
	81310		10/21/2013	Parking permits for 2014		\$1,348.88
74668	11/15/2013	Open			BOWMAN & WILLIAMS, INC.	\$33,509.26
	Invoice		Date	Description		Amount
	7899		10/03/2013	Sep 2013 Professional Services		\$5,550.00
	7959		11/04/2013	Oct 2013 Professional Services		\$2,640.00
	7960		11/04/2013	Oct 2013 Professional Services		\$15,791.25
	7985		11/06/2013	Professional Services 11/1-11/6/13		\$9,528.01
				Fund 1200, CIP		
74669	11/15/2013	Open			C&N TRACTORS	\$19.33
	Invoice		Date	Description		Amount
	32196W		10/17/2013	Parts, PW Tractor		\$19.33
74670	11/15/2013	Open			CA DEPT OF TRANSPORTATION	\$1,610.26
	Invoice		Date	Description		Amount
	SL140160		10/15/2013	Q3 signals & lighting		\$1,610.26
				Fund 1310, Gas Tax		
74671	11/15/2013	Open			CALIFORNIA COAST UNIFORM CO	\$581.43
	Invoice		Date	Description		Amount
	1958		10/17/2013	Uniform Exp, Keane		\$581.43
74672	11/15/2013	Open			CAPITOLA PEACE OFFICERS ASSOC.	\$1,536.25
	Invoice		Date	Description		Amount
	POA11-15-13		11/15/2013	POA Dues, Employee Funded		\$1,536.25
74673	11/15/2013	Open			CHANTICLEER VET HOSPITAL	\$533.20
	Invoice		Date	Description		Amount
	Nov 2013		11/01/2013	Animal Control Exp, Nov2013, #13c-02122		\$533.20
74674	11/15/2013	Open			CHEVROLET OF WATSONVILLE	\$107.94
	Invoice		Date	Description		Amount
	190319		10/22/2013	Molding, PD041		\$107.94

# City Checks Issued 11/15/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74675	11/15/2013 Invoice 1242 & 1239	Open	Date 10/31/2013	Description Professional Services 10/1 -10/31/13	COASTAL WATERSHED COUNCIL	\$5,087.50
74676	11/15/2013 Invoice 1990	Open	Date 09/30/2013	Description Quarterly PEG fees Fund 1320, PEG	COMMUNITY TELEVISION OF SCC	\$4,528.72
74677	11/15/2013 Invoice 1437	Open	Date 11/04/2013	Description Remove one oak in Pac Cove Fund 1200, CIP	COMMUNITY TREE SERVICE	\$900.00
74678	11/15/2013 Invoice R213771	Open	Date 10/15/2013	Description Plaque, Lopes/Reber	CRESTOR INC.	\$344.24
74679	11/15/2013 Invoice 207414	Open	Date 10/31/2013	Description PCMHP fence rental	D & G SANITATION	\$77.94
74680	11/15/2013 Invoice UI-Q32013	Open	Date 11/12/2013	Description Unemployment Tax, Q3 2013 Fund 2213, Self Ins Liability	EMPLOYMENT DEVELOPMENT DEPT	\$872.00
74681	11/15/2013 Invoice 7214996	Open	Date 11/01/2013	Description Misc.	EWING IRRIGATION	\$8.85
74682	11/15/2013 Invoice 13-904722 13-904723	Open	Date 11/01/2013 11/01/2013	Description 463 Gal Ethanol 99 Gal Diesel	FLYERS ENERGY, LLC	\$2,163.48
74683	11/15/2013 Invoice Oct2013	Open	Date 11/07/2013	Description Professional Services, Oct 2013 Fund 1000, Gen Fund=\$2750.00 Fund 1350, CDBG Grants=\$100.00 Fund 5552, Cap Housing Succ=\$2200.00	FLYNN, CAROLYN	\$5,050.00
74684	11/15/2013 Invoice 20131111	Open	Date 11/11/2013	Description Reimb BIA Expenses Fund 1321, BIA	HANNA, CARIN	\$452.32
74685	11/15/2013 Invoice ICMA11-15-13	Open	Date 11/15/2013	Description Retirement Plan Contr, Employee Funded	ICMA RETIREMENT TRUST 457	\$4,389.16
74686	11/15/2013 Invoice 50236677	Open	Date 10/17/2013	Description Automobile Battery	INTERSTATE BATTERY SYSTEM	\$97.82

## City Checks Issued 11/15/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74687	11/15/2013	Open			IT CREATIONS INC.	\$2,500.16
	Invoice		Date	Description		Amount
	89881		10/29/2013	Server		\$2,500.16
				Fund 2211, IT		
74688	11/15/2013	Open			KIMLEY-HORN AND ASSOCIATES, INC	\$1,632.00
	Invoice		Date	Description		Amount
	097763002-1013		10/15/2013	Trip & Parking Generation Research for M		\$1,632.00
				Fund 1200, CIP		
74689	11/15/2013	Open			LATSHAW , EDWARD H	\$1,250.00
	Invoice		Date	Description		Amount
	20131104		11/04/2013	Final payment, Seawall Restoration Projec		\$1,250.00
				Fund 1315, Public Art Fund		
74690	11/15/2013	Open			LOOMIS	\$464.78
	Invoice		Date	Description		Amount
	11327767		10/31/2013	Change machine & Armored Car Service		\$464.78
74691	11/15/2013	Open			MARCHESE, HELEN	\$438.39
	Invoice		Date	Description		Amount
	20131112		11/11/2013	Replenish Petty Cash		\$438.39
				Fund 1000, Gen Fund=\$357.70		
				Fund 1314, Green Bldg=\$67.69		
				Fund 2210, Stores=\$13.00		
74692	11/15/2013	Open			MID-COUNTY AUTO SUPPLY	\$312.75
	Invoice		Date	Description		Amount
	358732		10/17/2013	Auto Parts, PD082		\$123.12
	358684		10/16/2013	Auto Parts, Fleet		\$109.22
	359182		10/21/2013	Auto Parts, Sweeper (Fund 1310, Gas Tax		\$54.42
	359510		10/23/2013	Auto Parts, Fleet		\$25.99
74693	11/15/2013	Open			MILLER'S TRANSFER & STORAGE CO	\$272.95
	Invoice		Date	Description		Amount
	85014		11/03/2013	Nov Storage, Oct Handling, Records Mgmt		\$272.95
74694	11/15/2013	Open			MUNISERVICES, LLC	\$1,162.64
	Invoice		Date	Description		Amount
	32164		10/25/2013	Q2 2013 Sales Tax Reporting Services		\$1,162.64
74695	11/15/2013	Open			NORTH BAY FORD	\$86.52
	Invoice		Date	Description		Amount
	238007		10/23/2013	Window Moulding, PD 082		\$86.52
74696	11/15/2013	Open			ORCHARD SUPPLY HARDWARE	\$192.13
	Invoice		Date	Description		Amount
	6011-4794773		10/21/2013	Painting supplies		\$38.44
	6013-6123849		10/21/2013	Misc.		\$2.49
	6014-8015662		10/23/2013	Wasp spray		\$21.43
	6013-4794504		10/24/2013	Caulking		\$54.27
	6010-9876808		10/24/2013	Misc. Maint Supplies		\$15.21
	6009-6065622		10/25/2013	Doggie bag boxes		\$35.31
	6010-7897108		10/28/2013	Misc. Maint Supplies		\$17.37
	6005-2126932		10/28/2013	Paint		\$7.61



# City Checks Issued 11/15/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74697	11/15/2013 Invoice 2092	Open	Date 10/22/2013	Description Alternator	OSUNA AUTO ELECTRIC	\$264.44
74698	11/15/2013 Invoice 8955833 238197	Open	Date 10/22/2013 11/06/2013	Description Ink cartridges Office Supplies, City Hall Fund 1000, Gen Fund=\$69.58 Fund 2210, Stores=\$34.35	PALACE ART & OFFICE SUPPLIES	\$103.93
74699	11/15/2013 Invoice 18269	Open	Date 10/10/2013	Description Cut power in Pac Cove Fund 1200, CIP	PHIL ALLEGRI ELECTRIC, INC.	\$262.40
74700	11/15/2013 Invoice 050-361404 050-361890	Open	Date 11/01/2013 11/05/2013	Description Container #629B50 rental 11/18 to 12/18/1 Container #704B50 11/20-12/20/13	PODS ENTERPRISES INC.	\$334.96
74701	11/15/2013 Invoice 47507773	Open	Date 10/20/2013	Description Corp Yd Gases	PRAXAIR DISTRIBUTION INC.	\$110.05
74702	11/15/2013 Invoice 16337	Open	Date 10/30/2013	Description Capitola Visitor Brochure, BIA Fund 1321, BIA	PRINTWORX	\$1,929.02
74703	11/15/2013 Invoice Oct2013	Open	Date 11/04/2013	Description Citation Surcharges, Oct 2013	SCC AUDITOR-CONTROLLER	\$13,064.50
74704	11/15/2013 Invoice 95603	Open	Date 10/25/2013	Description Annual Fire Extinguisher Maint, Corp Yd Ve	SANTA CRUZ FIRE EQUIPMENT CO.	\$264.88
74705	11/15/2013 Invoice 03514135-14	Open	Date 11/04/2013	Description Mosquito & Vector Control Assess, FY13/1	SANTA CRUZ MOSQUITO & VECTOR CONTROL	\$98.10
74706	11/15/2013 Invoice 11300009372-Nov2	Open	Date 11/01/2013	Description Paper service 11/26/13-11/24/14-PD	SANTA CRUZ SENTINEL	\$237.24
74707	11/15/2013 Invoice 2040516-Oct13	Open	Date 10/31/2013	Description Oct Advertising Exp, Public Hearing Notice	SANTA CRUZ SENTINEL	\$173.31
74708	11/15/2013 Invoice 16915	Open	Date 10/28/2013	Description Fabricate & Install Galvanized Pipe Guard Fund 1310, Gas Tax	SEA BERG METAL FABRICATORS INC	\$4,500.00

## City Checks Issued 11/15/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74709	11/15/2013	Open			SIEMENS INDUSTRY INC.	\$1,455.42
	Invoice		Date	Description		Amount
	400112952		10/16/2013	September call outs		\$757.18
	400111948		09/30/2013	September street lighting		\$698.24
				Fund 1310, Gas Tax		
74710	11/15/2013	Open			SIRCHIE	\$260.71
	Invoice		Date	Description		Amount
	014050		10/22/2013	Evidence boxes		\$260.71
74711	11/15/2013	Open			STATE BOARD OF EQUALIZATION	\$207.50
	Invoice		Date	Description		Amount
	00016589721		11/05/2013	Water Rights annual fee		\$207.50
74712	11/15/2013	Open			SUMMIT UNIFORM CORP	\$13.05
	Invoice		Date	Description		Amount
	7658		10/08/2013	Radio Equipment, Irao		\$13.05
74713	11/15/2013	Open			TARGET SPECIALTY PRODUCTS	\$872.93
	Invoice		Date	Description		Amount
	1616367		10/23/2013	Fertilizer		\$872.93
74714	11/15/2013	Open			TLC ADMINISTRATORS, INC.	\$175.00
	Invoice		Date	Description		Amount
	19417		11/04/2013	Nov2013 Cafeteria Plan Admin Fees		\$175.00
74715	11/15/2013	Open			TURF & INDUSTRIAL EQUIPMENT CO.	\$615.19
	Invoice		Date	Description		Amount
	IV03690		10/21/2013	John Deere Lawnmower parts		\$615.19
74716	11/15/2013	Open			UNITED PARCEL SERVICE	\$19.16
	Invoice		Date	Description		Amount
	954791433		10/26/2013	Shipping-PD		\$19.16
74717	11/15/2013	Open			US Bank Institutional Trust-Western Reg	\$258.88
	Invoice		Date	Description		Amount
	PARS11-15-13		11/15/2013	Retirement Plan Contribution, Employee F		\$258.88
74718	11/15/2013	Open			WALSH CONSTRUCTION AND ASSOC	\$17,816.64
	Invoice		Date	Description		Amount
	80128		10/23/2013	Pac Cove Services 10/6-10/18/13		\$7,074.85
	80129		11/01/2013	Pac Cove Services 10/18-11/1/13		\$10,741.79
				Fund 1200, CIP		
74719	11/15/2013	Open			WATSONVILLE BLUEPRINT	\$36.04
	Invoice		Date	Description		Amount
	42474		10/16/2013	Central Fire PRA Prints		\$36.04
74720	11/15/2013	Open			WHITLOW CONCRETE, INC.	\$5,850.00
	Invoice		Date	Description		Amount
	5832		10/25/2013	Pay station pads		\$5,850.00
				Fund 1200, CIP		

# City Checks Issued 11/15/2013

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
74721	11/15/2013	Open			ZEE MEDICAL SERVICE CO.	\$65.47
	Invoice		Date	Description		Amount
	66-285356		10/25/2013	Medical supplies, PD		\$65.47
74722	11/15/2013	Open			American Dream Realty	\$1,858.00
	Invoice		Date	Description		Amount
	10-091		11/13/2013	Refund Planner Cost Recovery Fees		\$1,858.00
74723	11/15/2013	Open			DeWitt, Shawd	\$680.00
	Invoice		Date	Description		Amount
	13-137		11/13/2013	Refund Planner Cost Recovery Fees		\$680.00
74724	11/15/2013	Open			Landmark Builders	\$1,778.00
	Invoice		Date	Description		Amount
	13-127		11/13/2013	Refund Planner Cost Recovery Fees		\$1,778.00
74725	11/15/2013	Open			Soquel Properties	\$500.00
	Invoice		Date	Description		Amount
	13-112		11/13/2013	Refund Tree Deposit, 912 Cap Ave.		\$500.00
74726	11/15/2013	Open			Wittwer, Michael	\$1,100.00
	Invoice		Date	Description		Amount
	13-148		11/13/2013	Refund Planner Cost Recovery Fees		\$1,100.00
Check Totals:				Count	63	TOTAL \$128,774.02

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

MEETING OF NOVEMBER 26, 2013

FROM: POLICE DEPARTMENT

SUBJECT: ACCEPT AN OFFICE OF TRAFFIC SAFETY SELECTIVE TRAFFIC ENFORCEMENT PROGRAM GRANT IN THE AMOUNT OF \$51,368, AND AMEND THE FISCAL YEAR 2013-2014 GENERAL FUND OPERATING BUDGET BY INCREASING BOTH REVENUES AND EXPENDITURES BY \$51,368

---

**RECOMMENDED ACTION:** Approve amending the General Fund Fiscal Year 2013-2014 Operating Budget to accept Office of Traffic Safety Selective Traffic Enforcement Program (STEP) Funds in the amount of \$51,368, and authorize budget expenditures of \$51,368.

**BACKGROUND:** The State Office of Traffic Safety (OTS) offers grants for traffic related-programs to local law enforcement agencies. The Police Department has applied for and received numerous grants over the last nine years. The goal of the STEP Grant is to reduce the number of persons killed and injured in crashes involving alcohol, speed, red light violations and other primary collision factors. The Grant term is one-year, which coincides with the federal budget cycle, October 1, 2013 through September 30, 2014.

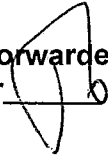
**DISCUSSION:** Funding is provided for equipment, training, supplies and overtime operations. Strategies may include DUI saturation patrols, warrant service operations targeting DUI violators who failed to appear in court or who violate probation, stakeouts, and court stings. The Program may also focus on speed, aggressive driving, seat belt enforcement, intersection operations, and special enforcement operations encouraging motorcycle safety.

**FISCAL IMPACT:** The Police Department's budget will be amended to reflect additional revenues and expenditures of \$51,368.

**ATTACHMENTS:**

1. 2013-14 STEP Budget Worksheets
2. Budget Adjustment

Report Prepared By: Denice Pearson  
Administrative/Records Analyst

Reviewed and Forwarded  
By City Manager 

THIS PAGE INTENTIONALLY LEFT BLANK

STEP BUDGET WORKSHEETS

Capitola - PT14100

As of: 5/1/13

Personnel - OT

#	Operation	Cost Per	Sub Total	Benef		Total	OT Rate Over	SPLIT FUNDING			
				it %	Benfits			AL	PT	PS	
60	Traffic Enforcemen	280.00	16,800.00	0.000	0.00	16,800.00	Yes \$107.30		16,800.00		
2	SFST (POST)	0.00	0.00	0.000	0.00	0.00		0.00			
1	DRE (POST)	0.00	0.00	0.000	0.00	0.00			0.00		
2	ARIDE (POST)	0.00	0.00	0.000	0.00	0.00			0.00		
20	Saturation Patrols	280.00	5,600.00	0.000	0.00	5,600.00		5,600.00			
0	Motorcycle Enforcement		0.00	0.000	0.00	0.00			0.00		
1	Warrant Service	280.00	280.00	0.000	0.00	280.00		280.00			
1	Court Stings	280.00	280.00	0.000	0.00	280.00		280.00			
1	Stakeouts	280.00	280.00	0.000	0.00	280.00		280.00			
33	Distracted Driving	280.00	9,240.00	0.000	0.00	9,240.00			9,240.00		
2	Other: Child Safety	500.00	1,000.00	0.000	0.00	1,000.00				1,000.00	
0	Other: Grant Mgmt	0.00	0.00	0.000	0.00	0.00		0.00			
0	Other: Seat Belt	0.00	0.00	0.000	0.00	0.00			0.00		
	Overtime Total							33,480.00			

Personnel - Regular Time

#	Position	Pay	Mo or Hr	amour	Ben Rat	Benefits	Total	AL	PT	PS
				0.00		0.00	0.00	0.00		
				0.00		0.00	0.00	0.00		
	Regular Total						0.00			

Travel

0	In-State	2,035							2,035.00	
	Out-of-State	0								
	Total Travel						2,035.00			

Contractual Services

0	Allied Agencies	0.00	Do Agency & Allied Ops match: (Yes) (No)				0.00			
	Main Budget Sub-ti	0.00	Total Contractual Services				0.00			

SUB-BUDGET:

Personnel - OT	Cost Per	Sub Total	Benef	it %	Benfits	Total
0	DUI Checkpoints	0.00	0.00	0.000	0.00	0.00
0	Saturation Patrols	0.00	0.00	0.000	0.00	0.00
0	Multi Agency Task	0.00	0.00	0.000	0.00	0.00
0	Warrant Service	0.00	0.00	0.000	0.00	0.00
0	Court Sting	0.00	0.00	0.000	0.00	0.00
	Sub-Contract Personnel Total					0.00
ODC -	Sub-Contract ODC Total					0
	Sub-Contract Total					0.00
	Contractual Services Total					0.00
	Difference:					0.00

**GME BUDGET WORKSHEETS**

Capitola - PT14100

As of: 5/1/13

**Equipment**

Qty	Item	Cost Per	Total
0	Motorcycle	0.00	0.00
2	Vehicle Speedback	7,801.50	15,603.00
0		0.00	0.00
0		0.00	0.00
		0.00	0.00

Total Equipment **15,603.00**

AL

PT

PT

0.00

15,603.00

0.00

0.00

0.00

0.00

**Other Direct Costs**

Qty	Item	Cost Per	Total
75	Child Safety Seats	0.00	0.00
50	Bike Helmets	0.00	0.00
1	presentation Suppl	0.00	0.00
1	Educational Materi	250.00	250.00
0		0.00	0.00
0		0.00	0.00
0		0.00	0.00
			0.00

Total ODC 250.00

Total ODC **250.00**

0.00

0.00

0.00

0.00

250.00

0.00

0.00

**Indirect Costs**

Indirect Cost Rate	Rate	Sub-Total
	0.00	0.00
		0.00

Total IDC 0.00

0.00

total 51,368.00

Check Total 51,368.00

TARGET AMOUNT **51,368.00**

% Split

% check

TOTAL AL

6,440.00

TOTAL PT

43,678.00

TOTAL PT

\$ 1,250.00

13%

85%

100 % =

98%

Difference 0.00

APPROVEI \$51,368.00

Subtotal:

Difference:

\$6,440.00

\$6,440.00

\$0.00

\$43,678.00

\$43,678.00

\$0.00

\$ 1,250.00

\$ 1,250.00

\$0.00



City of Capitola Budget Adjustment Form



Date 11/26/2013

Requesting Department Police

Administrative Council

Item 9.C.  
Council Date: 11/26/2013  
Council Approval

Revenues		
Account #	Account Description	Increase/Decrease
1000-20-20-000-3310.200	Grant Revenue-Federal Capital	\$ 51,368.00
<b>Total</b>		<b>\$ 51,368.00</b>

Expenditures		
Account #	Account Description	Increase/Decrease
1000-20-20-000-4130.200	Overtime Grant Funded	\$ 33,480.00
1000-20-20-000-4650.400	Capital Outlay-Equipment	15,603
1000-20-20-000-4400.200	Training & Memberships - Trave	2,035
1000-20-20-000-4450.500	Supplies - General Supplies	250
<b>Total</b>		<b>\$ 51,368.00</b>

Net Impact -

Purpose: To accept federal Fiscal Year 2014 Selective Traffic Enforcement Program grant.

\_\_\_\_\_

\_\_\_\_\_

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

Finance Department Approval \_\_\_\_\_

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

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

MEETING OF NOVEMBER 26, 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.

**DISCUSSION:** The City owns the wharf and leases the buildings to JFS Inc. to operate according to the lease. On October 24, 2013, this item was presented to the City Council for consideration. At that meeting, Frank Ealy, representing JFS Inc. requested the City Council consider incorporating into the agreement the option to waive the rent for up to four months during the winter depending on the fishing conditions. The City has waived the rent for the past nine years for the winter months through contract amendments. The City Council agreed and requested staff adjust the contract accordingly and return for approval.

**Key Terms of the contract:**

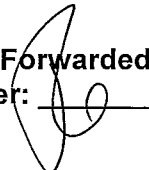
- TERM: Five year term with a five year option to renew;
- RENT: \$3,094.09 Monthly Rent;
- Rent adjusted annually by the Consumer Price Index;
- City Manager may waive the monthly rent for up to four months due to the fishing conditions.

**FISCAL IMPACT:** The monthly rent is \$3,094.09, with an option to waive the rent for up to four months under certain terms and conditions.

**ATTACHMENT:**

1. Wharf Lease

Report Prepared By: Lisa G. Murphy  
Administrative Services Director

Reviewed and Forwarded  
by City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK

**MUNICIPAL WHARF LEASE AGREEMENT**

**BETWEEN**

**THE CITY OF CAPITOLA**

**AND**

**JFS, INC.**

TABLE OF CONTENTS

	PAGE
<b>ARTICLE 1 - BASIC LEASE PROVISIONS .....</b>	<b>1</b>
1.01 Tenant Trade Name .....	1
1.02 Commencement of Term .....	1
1.03 Term .....	1
1.04 Premises .....	1
1.05 Premises Floor Area .....	1
1.06 License Area .....	1
1.07 Percentage Rent.....	1
1.08 Initial Minimum Annual Rent.....	1
1.09 Use of Premises .....	1
1.10 Use of License Area .....	1
1.11 Security Deposit .....	1
<b>ARTICLE 2 - LEASE OF PREMISES .....</b>	<b>2</b>
2.01 City of Capitola as Landlord.....	2
2.02 Premises .....	2
2.03 Reservations .....	2
2.04 Condition of Premises .....	2
<b>ARTICLE 3 – LICENSE AND MOORING CONCESSION</b>	
3.01 License Area .....	2
3.02 Mooring Concession.....	2
3.03 Business.....	3
3.04 Landlord Authority .....	3
3.05 Maintenance.....	3
3.06 Indemnification and Insurance.....	3
3.07 Condition of License Area.....	3
<b>ARTICLE 4 - TERM .....</b>	<b>4</b>
4.01 Commencement of Term .....	4
4.02 Extension of Term .....	4
4.03 Expiration; Holding Over.....	4

PAGE

**ARTICLE 5 - RENT** ..... 4

    5.01 Initial Minimum Annual Rent..... 4

    5.02 Monthly Rent Due..... 4

    5.03 Rent Payment Schedule..... 4

    5.04 Gross Sales..... 5

    5.05 Annual Statement ..... 5

    5.06 Adjustments to Minimum Annual Rent and Minimum Monthly Payment ..... 5

    5.07 Late Charge and Interest on Unpaid Rent ..... 5

    5.08 Books and Records..... 5

    5.09 Damages For Failure To Operate..... 6

**ARTICLE 6 - TAXES AND ASSESSMENTS**..... 6

    6.01 Personal Property Taxes ..... 6

    6.02 Possessory Interest Taxes ..... 6

**ARTICLE 7 – ASSIGNMENT AND SUBLETTING** ..... 6

    7.01 Landlords Consent Required..... 6

    7.02 Deemed Assignment..... 7

    7.03 Involuntary Assignment..... 7

    7.04 Unauthorized Assignment or Sublease..... 7

    7.05 Effects of Consent..... 7

**ARTICLE 8 - SECURITY DEPOSIT** ..... 7

    8.01 Amount of Deposit..... 7

    8.02 Use and Return of Security Deposit ..... 8

    8.03 Transfer of Security Deposit..... 8

**ARTICLE 9 – USE OF PREMISES AND CONDUCT OF BUSINESS**..... 8

    9.01 Use of Premises and License Area ..... 8

    9.02 Service Requirements ..... 9

    9.03 Conduct and Operation of Business ..... 9

    9.04 Licenses and Permits ..... 9

    9.05 Hazardous or Toxic Materials..... 9

    9.06 Compliance with Governmental Regulations ..... 10

    9.07 Americans With Disabilities Act ..... 10

**ARTICLE 10 - IMPROVEMENTS** ..... 10

    10.01 Consent..... 11

    10.02 Notices ..... 11

	PAGE
10.03 Trade Fixtures .....	11
10.04 Restoration.....	11
10.05 Signs and Advertising Matter.....	11
<b>ARTICLE 11 - MAINTENANCE AND REPAIRS .....</b>	<b>12</b>
11.01 Landlord's Maintenance Obligations.....	12
11.02 Landlord's Right of Entry .....	12
11.03 Tenant's Maintenance Obligations .....	13
<b>ARTICLE 12 - UTILITIES .....</b>	<b>13</b>
12.01 Separate Charges .....	13
12.02 Garbage and Trash .....	13
12.03 Interruption.....	14
<b>ARTICLE 13- INDEMNIFICATION AND INSURANCE.....</b>	<b>14</b>
13.01 Indemnification .....	14
13.02 Insurance Requirements .....	14
13.03 Tenant's Failure To Maintain Insurance.....	15
13.04 Fire Insurance/Other Insurance Premiums .....	16
13.05 Waiver of Subrogation.....	16
13.06 Waiver of Loss and Damage .....	16
13.07 Notice by Tenant.....	17
<b>ARTICLE 14 - DEFAULT .....</b>	<b>17</b>
14.01 Events of Default.....	17
14.02 Notice of Default and Opportunity to Cure.....	18
14.03 Remedies.....	18
14.04 Covenants and Conditions .....	19
<b>ARTICLE 15 - DAMAGE OR DESTRUCTION .....</b>	<b>19</b>
15.01 Landlord's Duty To Repair.....	19
15.02 Tenant's Duty to Repair or Replacement.....	20
<b>ARTICLE 16 - ESTOPPEL CERTIFICATES .....</b>	<b>20</b>
16.01 Tenant to Furnish Certificate .....	20
16.02 Additional Documents .....	21



	PAGE
<b>ARTICLE 17 - MUNICIPAL WHARF RULES AND REGULATIONS .....</b>	<b>21</b>
17.01 Rules and Regulations.....	21
 <b>ARTICLE 18 - MISCELLANEOUS .....</b>	 <b>21</b>
18.01 Attorneys' Fees .....	21
18.02 Sale or Lease of the Premises by Landlord .....	21
18.03 Liability to Successors .....	21
18.04 Interpretation .....	22
18.05 Time .....	22
18.06 Force Majeure .....	22
18.07 Notices .....	22
18.08 Relationship of Parties.....	23
18.09 Civil Code Section 718 .....	23
18.10 Waiver .....	23
18.11 Accord and Satisfaction .....	23
18.12 Authority .....	23
18.13 Broker's Commission.....	23
18.14 Discrimination.....	24

**MUNICIPAL WHARF LEASE AGREEMENT**

**THIS MUNICIPAL WHARF LEASE AGREEMENT** (the "Agreement") is made this 1<sup>st</sup> 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.** \_\_\_\_\_0\_\_\_\_\_.

## 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.**

(a) 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.

(b) The City Manager shall have the authority to waive the monthly rent, excluding utilities, for up to four months each year based on the current fishing conditions. Lessee shall submit a written request to the City Manager 30 days prior to the first month requested for the waiver. If the City Manager denies the request, the decision shall be final.

**5.03 Rent Payment Schedule.** Rent for the preceding month shall be due and payable in full by Tenant on the fifth (5<sup>th</sup>) 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 (10<sup>th</sup>) 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 10<sup>th</sup> 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.

**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**

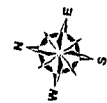
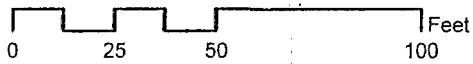
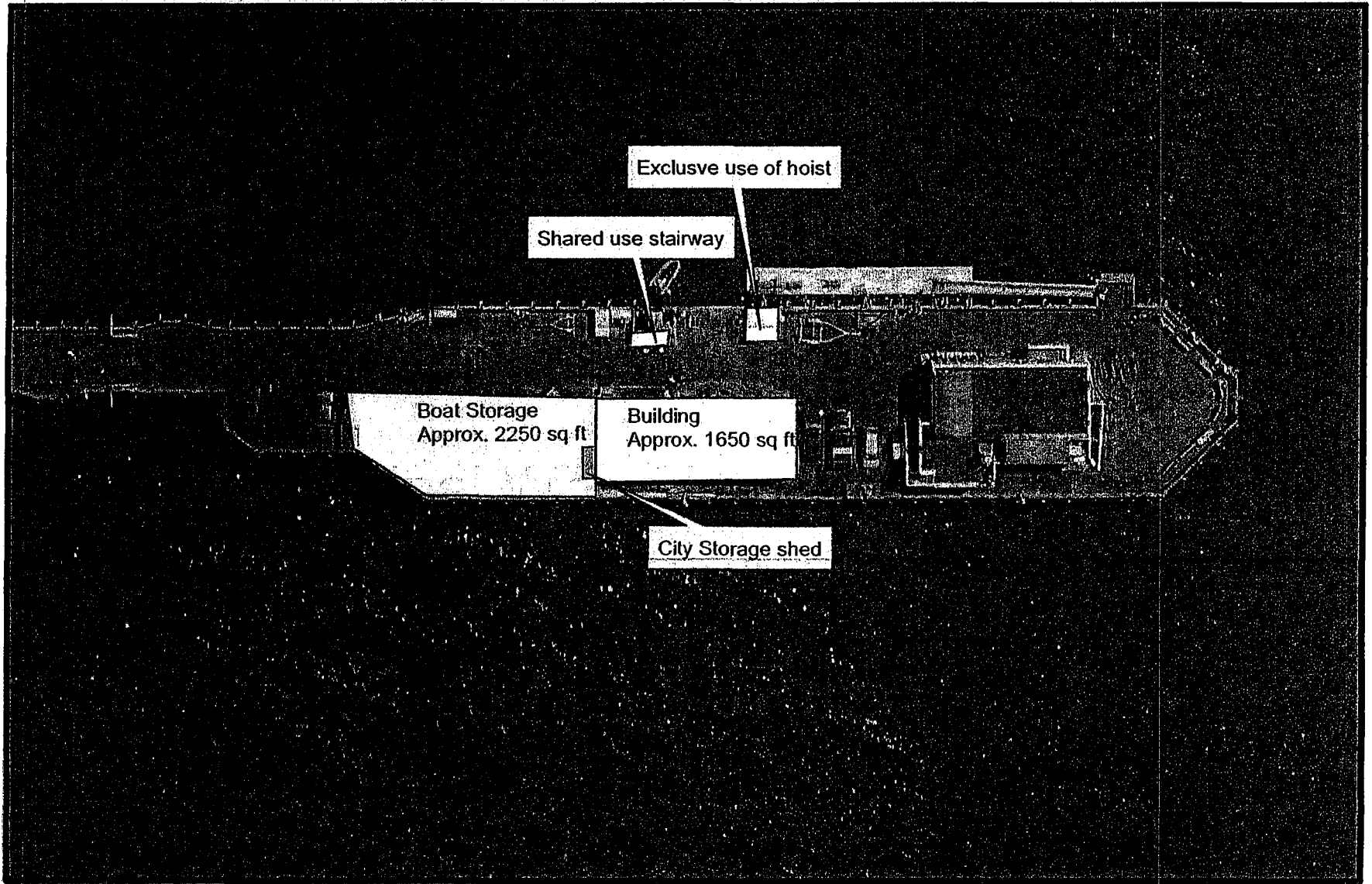
By: \_\_\_\_\_

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

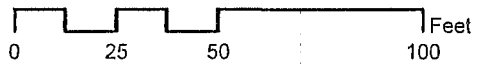
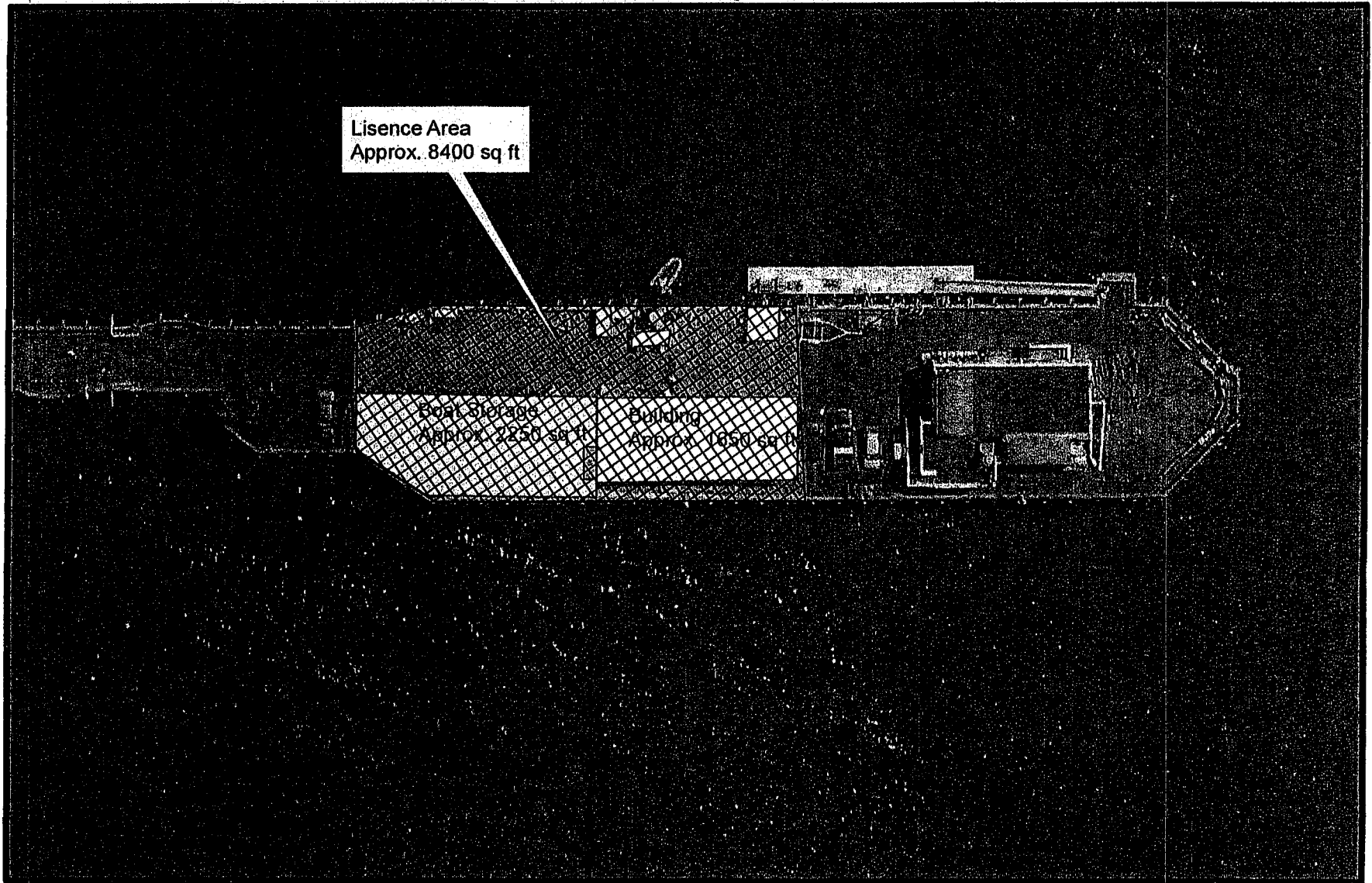
**EXHIBITS**

Exhibit A - Location of Premises and License Area on Capitola Municipal Wharf .....	26
Exhibit B - License Area .....	27
Exhibit C – Mooring Area.....	28

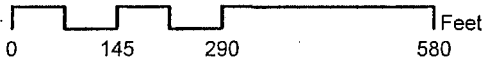
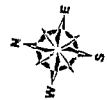
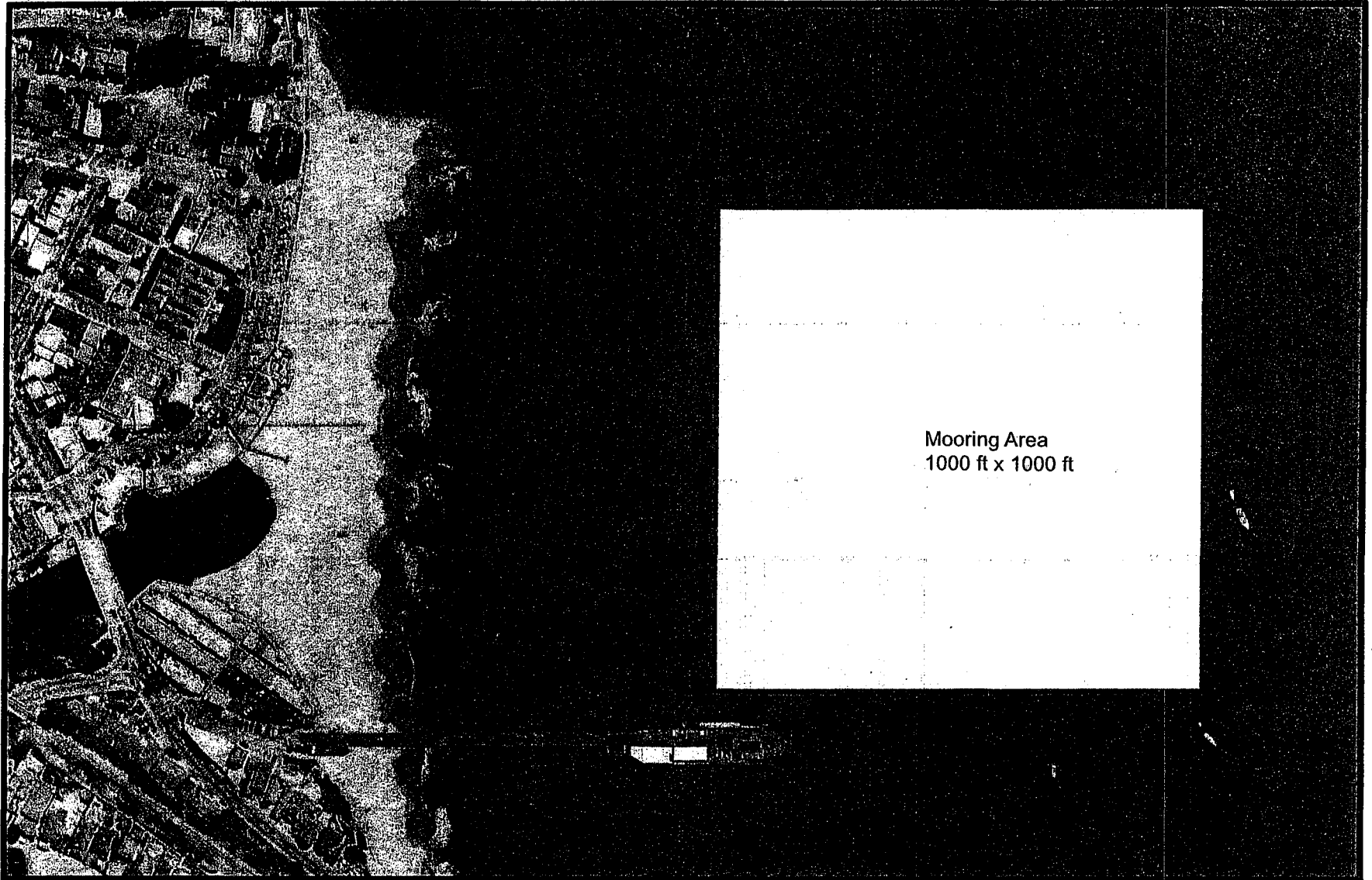
# Municipal Wharf Lease - Exhibit A



# Municipal Wharf Lease - Exhibit B



# Municipal Wharf Lease - Exhibit C





## CITY COUNCIL AGENDA REPORT

### MEETING OF NOVEMBER 26, 2013

FROM: COMMUNITY DEVELOPMENT DEPARTMENT  
SUBJECT: GENERAL PLAN UPDATE BUDGET PRESENTATION

**RECOMMENDED ACTION:** Receive the presentation.

**BACKGROUND:** The Community Development Department provided a General Plan update budget presentation at the July 25, 2013, City Council hearing. Work on the General Plan update proceeded following that hearing and significant progress has been made, including:

- Three General Plan Advisory Committee (GPAC) meetings;
- Completion of a preliminary draft General Plan;
- Completion of an administrative draft Environmental Impact Report (EIR);
- Completion of a 45-day public review period for the preliminary draft General Plan;
- GPAC recommendation to initiate public review of the draft General Plan and EIR; and,
- A special joint City Council/Planning Commission hearing.

**DISCUSSION:** The City executed a consultant contract with The Planning Center/ DC&E (DC&E) in the amount of \$892,068 to prepare the General Plan Update, Zoning Ordinance, Local Coastal Program (LCP), Climate Action Plan, EIR, and associated technical documents. The budget is funded through approximately \$674,000 from General Plan Maintenance Fees and \$218,068 in grant monies. A total of \$693,307.76 has been expended to date, which represents approximately 78% of the original budget.

Project Budget	Expenses	% Expended	Remaining Funds
\$892,068	\$693,307.76	78%	\$198,760.24

\$46,947.45 has been spent since the July 25, 2013, budget presentation, which is approximately 6% of the overall budget and accounts for work completed on the draft General Plan, EIR, Climate Action Plan, and public meeting preparation and attendance. A total of \$198,760.24 remains available to adopt the General Plan update and to complete the Zoning Ordinance, Local Coastal Program (LCP) amendment, and Climate Action Plan. It is anticipated that adequate funds are available to complete updates to the General Plan, Zoning Ordinance, LCP and Climate Action Plan.

**FISCAL IMPACT:** None

**ATTACHMENTS:** July 25, 2013 City Council Staff Report

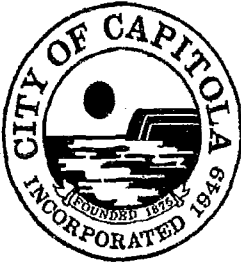
**Report Prepared By:** Richard Grunow  
Community Development Director

**Reviewed and Forwarded  
By City Manager**



THIS PAGE INTENTIONALLY LEFT BLANK





## CITY COUNCIL AGENDA REPORT

MEETING OF JULY 25, 2013

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: GENERAL PLAN UPDATE BUDGET PRESENTATION

**RECOMMENDED ACTION:** Receive the presentation.

**BACKGROUND:** The Community Development Department presented a revised General Plan Update work plan and schedule at the June 13, 2013 City Council hearing. The City Council accepted the revised work plan and directed staff to return with additional budget information and a revised Land Use Element to illustrate how the document would change under the modified work plan.

**DISCUSSION:** The City executed a consultant contract with The Planning Center/ DC&E (DC&E) in the amount of \$892,068 to prepare the General Plan Update, Zoning Ordinance, Local Coastal Program (LCP), Climate Action Plan, Environmental Impact Report (EIR), and associated technical documents. The budget is funded through \$674,000 from General Plan Maintenance Fees and \$218,068 in grant monies. A total of \$646,360 has been expended to date which represents approximately 72% of the original budget. The remaining contract value is \$245,708, which would be funded through \$84,157 in grant monies and \$161,551 from the General Plan Maintenance Fund.

Fund Source	Initial Budget	Expenses	% Expended	Remaining Funds
General Plan Maintenance Fund	\$674,000	\$512,449	76%	\$161,551
Grant Funds	\$218,068	\$133,911	61%	\$84,157
<b>TOTAL</b>	<b>\$892,068</b>	<b>\$646,360</b>	<b>72%</b>	<b>\$245,708</b>

Work completed to date includes four community workshops, four stakeholder work sessions, 17 General Plan Advisory Committee (GPAC) meetings, existing conditions white papers, a 41st Avenue Baseline Report, a 41st Avenue Alternatives Workbook, a 41st Avenue Re-Visioning Plan, Pacific Cove/City Hall Visioning Workbook, Preliminary greenhouse gas reduction measures, Village Hotel Design concepts, a Sea Level Rise Assessment, a Local Hazards Mitigation Plan, a Green/Environmental Economic Development Report, a Land Use Map, and a draft Land Use Element. Additionally, DC&E has developed GPAC-endorsed Guiding Principles, and goals and policies for each of the General Plan's eight elements. A Notice of Preparation was also released on July 1, 2013, which officially initiated the General Plan EIR process.

DC&E is scheduled to submit a complete administrative draft General Plan and Climate Action Plan in August. A draft General Plan is expected to be released to the public in September. Administrative drafts of the Zoning Ordinance and LCP are scheduled to be submitted in fall 2013, with adoption proceedings occurring in the summer of 2014.

The DC&E contract is divided into 32 tasks, each of which has an associated budget. To better correlate contract expenditures with work completed, the 32 tasks have been grouped into four categories: background studies and public outreach; plan preparation; plan adoption; and general expenses and contingencies.

7-25-13 CITY COUNCIL AGENDA ITEM  
 AGENDA STAFF REPORT: GENERAL PLAN BUDGET REPORT

The following table shows the budgeted amount by category with corresponding expenditures.

Category	Description	Budget	Total Billed	% Billed	Status
<b>Background Studies &amp; Public Outreach</b>	Existing conditions white papers, GPAC meetings, special study area workshops, green jobs report, sea level rise report, etc	\$401,335	\$396,625	99%	Background studies and initial public outreach efforts completed
<b>Plan Preparation</b>	Land Use Map; goals and policy development; draft GP, ZO, LCP, CAP, EIR	\$366,444	\$233,076	64%	Draft Land Use Element & Map, goals & policies completed. Draft GP in Sept. Draft ZO, LCP, & EIR in Fall 2013
<b>Plan Adoption</b>	EIR public review; GP, ZO, LCP hearings (GPAC, PC, CC) & adoption	\$74,293	\$8,707	12%	Plan Adoption has not yet begun
<b>Expenses &amp; Contingency</b>	General expenses & out-of-scope work	\$49,996	\$7,952	16%	\$6,948 in expenses and \$1,004 in contingencies have been billed to date
<b>TOTAL</b>	----	<b>\$892,068</b>	<b>\$646,360</b>	<b>72%</b>	----

As detailed in the table above, all necessary background studies and initial public outreach efforts have been completed and the budget for those tasks has been substantially depleted. Approximately \$133,368, or 36%, of the budget for plan preparation remains available to complete drafts of the General Plan, Zoning Ordinance, LCP, and Climate Action Plan. \$65,586, or 88%, of the budget remains available for plan adoption.

Overall, adequate monies remain available in the budget to complete the General Plan Update. DC&E is contractually obligated to complete the scope of work within the allocated budget unless the City requests and authorizes additional, out-of-scope work. Approximately \$31,814 of contingency funds is available to cover any unanticipated, out-of-scope work.

**General Plan Maintenance Fund**

The City collects a General Plan Maintenance Fee to support the General Plan Update. The current General Plan Maintenance Fee is collected with building permits at a rate of 0.6% of the total project valuation. These funds are collected exclusively for this purpose and may only be used for General Plan maintenance related activities.

The adopted Fiscal Year 2013/2014 budget projects an available balance in the General Plan Maintenance Fund of \$240,002. Anticipated Fiscal Year 2013/2014 expenses from the General Plan Maintenance Fund consist of \$161,551 for the DC&E contract and \$50,000 to cover City staff time, for a total of \$211,551.

Any remaining or accumulated monies in the General Plan Maintenance Fund following adoption of the General Plan, Zoning Ordinance, and LCP can be allocated to fund other updates to City Ordinances or guidelines. It is anticipated that General Plan Maintenance funds will be needed to pay for the City's Housing Element Update which is scheduled to begin in 2014 and is expected to cost between \$100,000 - \$150,000. At the current 0.6% rate, the General Plan Maintenance Fund is not expected to have sufficient monies to complete the Housing Element Update without additional General Fund allocation. A rate reduction or discontinuation of the General Plan Maintenance Fee would result in a greater General Fund dependency to complete the Housing Element or other necessary updates to City ordinances and guidelines.

7-25-13 CITY COUNCIL AGENDA ITEM  
AGENDA STAFF REPORT: GENERAL PLAN BUDGET REPORT

**General Plan Maintenance Fund**

	2010/11 Actual	2011/12 Actual	2012/13 Actual	2013/14 Projected	2014/15 Projected
Beginning balance	\$599,165	\$303,339	\$259,852	\$135,196	\$15,196
Revenue	\$ 56,559	\$181,924	\$115,886	\$70,000	\$70,000
<b>Total</b>	<b>\$655,724</b>	<b>\$485,263</b>	<b>\$375,738</b>	<b>\$205,196</b>	<b>\$85,196</b>
Staffing costs	\$120,000	\$ 94,080	\$ 48,512	\$ 50,000	\$ 20,000
Consultant costs <sup>1</sup>	\$232,385	\$131,331	\$192,030	\$140,000	\$ 25,000
Housing Element	\$ 0	0	\$ 0	\$ 0	\$150,000
<b>Total</b>	<b>\$352,385</b>	<b>\$225,411</b>	<b>\$240,542</b>	<b>\$190,000</b>	<b>\$195,000</b>
<b>Ending Balance</b>	<b>\$303,339</b>	<b>\$259,852</b>	<b>\$135,196</b>	<b>\$15,196</b>	<b>(\$109,804)</b>

<sup>1</sup>Includes DC&E contract plus other consultants working on General Plan Update

**Revised Land Use Element**

A copy of the draft Land Use Element has been redlined (Attachment 1) to better illustrate how the revised work plan would be presented in the General Plan. A summary of the proposed changes are outlined below:

1. **Reorganization:** The previous draft Land Use Element was focused and organized based on four Special Study Areas. The revised plan would be reorganized based on residential, mixed-use, commercial and industrial, and public facility land use designations. Additional neighborhood context and policies will also be provided.
2. **Decoupled General Plan/LCP:** The LCP will no longer be combined with the General Plan. Accordingly, coastal goals and policies will be removed from the General Plan and will instead be highlighted in an updated, stand-alone LCP.
3. **Generalization:** Development standards, design details and illustrations for the village hotel will be removed.
4. **Minimize Redundancy:** The revised document will consolidate repeated and/or redundant goals and policies.
5. **Miscellaneous Clean-ups:** A number of generally minor edits and corrections will be made throughout the document in response to direction received at the March 14, 2013 City Council Hearing.

It is important to note that information and details removed from the General Plan will be retained in other applicable planning documents, including the Zoning Ordinance, LCP, and/or design guidelines.

**FISCAL IMPACT:** None

**ATTACHMENTS:**

1. Redlined draft Land Use Element

**Report Prepared By:** Richard Grunow  
Community Development Director

**Reviewed and Forwarded  
By City Manager:** 

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

**MEETING OF NOVEMBER 26, 2013**

**FROM:** CITY MANAGER'S DEPARTMENT

**SUBJECT:** APPOINTMENTS TO THE ART & CULTURAL COMMISSION (COMMISSION)  
AND CONSIDER A RESOLUTION AMENDING THE COMMISSION BYLAWS

**RECOMMENDED ACTION:** (1) Consider the Art & Cultural Commission's (Commission) recommendation to re-appoint the following to the Commissioners: Kim Hogan as "Artist"; Roy Johnson as "Arts Professional"; and David Kraemer, James Wallace, and Nathan Cross as "At-Large Members", with terms ending December 31, 2015. (2) Consider a Resolution amending the Bylaws of the Commission regarding membership; and appoint Laurie Hill, Joan Davisson, and Stephanie Gelman to fill the new At-Large Member seats.

**BACKGROUND:** The Commission is comprised of nine members appointed by the City Council. The membership consists of one City Council Member, one Planning Commissioner, one Artist or Arts Organization Representative, one Art Professional, and five At-Large Members.

**DISCUSSION:** The Commission has five seats expiring on December 31, 2013; three At-Large, one Artist and one Art Professional. The At-Large seats are currently occupied by Nathan Cross, David Kraemer, and James Wallace. The current appointment for the Artist seat is Kim Hogan, and the Arts Professional is Roy Johnson. Recruitment was conducted to fill the vacancies and all of the current members reapplied, as well as four additional applicants for the At-Large seats. There were no new applicants for the Artist or Arts Professional seats.

In addition, staff is recommending that the City Council approve the attached amended Bylaws of the Commission [Attachment 3] regarding Membership (Section 1) to add three At-Large members; Quorum (Section 4) to revise the number of members present necessary to conduct a meeting; and Conduct of Meeting (Section 6) to conform to current minute-taking practices.

The Commission met on November 12, 2013, and recommended the City Council reappoint Commissioners Cross, Wallace, Kreamer, Johnson, and Hogan. In addition, the Commission is recommending expanding the At-Large membership from five to eight people. Three well-qualified new applicants attended the Commission meeting; Laurie Hill, Joan Davisson, and Stephanie Gelman. The amount of activities the Commission sponsors, including the concerts, art shows, movies, children's activities at events, and the public art program warrants an increase in membership.

**FISCAL IMPACT:** None

**ATTACHMENT:**

1. Applications
2. Draft Resolution
3. Draft Bylaws

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

**Reviewed and Forwarded  
By City Manager:** 

THIS PAGE INTENTIONALLY LEFT BLANK

RECEIVED

NOV 08 2013



CITY OF CAPITOLA

# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Citizens are encouraged to serve on the various City Boards, Committees, and Commissions. Appointments are made at a public City Council meeting.

Application for:

- Art & Cultural Commission  
[Artist; Arts Professional; At Large Member]  
Please underline category above.
- Finance Advisory Committee  
[Business Representative; At Large Member]  
Please underline category above.
- Historical Museum Board
- Architect & Site Committee  
[Architect; Landscape Architect; Historian]  
Please underline category above.
- Traffic & Parking Commission  
[Village Resident; Village Business Owner; At Large Member]  
Please underline category above.
- Planning Commission
- Other Committee \_\_\_\_\_

Name: Gelman, Stephanie

Telephone: (831) 227-9877

E-mail Address: Stephanie.gelman@gmail.com

Physical Address of Residence: 260 'B' Rancho Soquel Rd Soquel CA

Mailing Address: same as above

Business Address: \_\_\_\_\_

Occupation: Educator Music & Art @ Cabrillo and Lakeview Middle School

Are you a resident of the City of Capitola? Yes  No  BUT TRYING TO BUY A HOME IN CAPITOLA

Describe your qualifications and interest in serving on this Board/Commission/Committee: I have been an active member of the arts community in Santa Cruz County since 1976 - Serving on the faculty at Cabrillo, 28 years & performing with the SC Symphony for 20. I am also a visual artist & teach art as well as music.  
(Use additional paper, if necessary) (Cover)

**Please Note:** Appointment to this position may require you to file a conflict of interest disclosure statement with the City Clerk. This information is a public record and these statements are available to the public on request.

11/5/2013  
Date

Stephanie Gelman  
Signature of Applicant

Mail or Deliver Application to:  
Capitola City Hall  
Attn: City Clerk  
420 Capitola Avenue, Capitola, CA 95010

For questions please call the City Clerk at (831) 475-7300

(see resume)  
I teach a Correlation of the Arts class that might look interesting & show you a little more about me.

would bring enthusiasm,  
fresh ideas and energy to the  
commission. I have an excellent  
reputation in the County arts  
programs. I am also an avid  
surfer in Capitola and am  
pursuing the purchase of a  
home in Capitola. I have  
been outbid by people who do  
not live or plan to live here,  
but are buying rental property,  
making it more difficult for local  
residents to own. I will continue  
looking for a property and would  
like to serve on the commission  
and be fully involved in the  
arts programs that the city has  
sponsored for so many years.

I have enjoyed them all!  
I am also on the Jade St. Park  
USTA Tennis Team - and we took  
the Capitola name all the way to  
Sacramento in Districts this year! Sincerely,  
Stephanie Selma



## S T E P H A N I E G E L M A N

stephanie.gelman@gmail.com

260 Rancho Soquel Rd.  
Soquel, CA. 95073  
Cell: (831) 227-9877

## STRENGTHS

Twelve years of teaching experience primarily K-6 ♦ Ability to inspire and hold a standard of excellence ♦ Creates diversification for all students ♦ Effective classroom management skills ♦ Standards based instruction ♦ Organized assessment and record keeping ♦ Good natured and able to work effectively with diverse students, staff members, and parents

## TEACHING EXPERIENCE

<b>Saratoga Union School District, Saratoga, CA</b>	6/27-7/25/2011
<b>Kindergarten Teacher for summer enrichment program</b>	6/25-7/21/2012
<i>summer school program</i>	6/17-7/12/2013
<b>Lakeview Middle School, Watsonville, CA</b>	1/2010-present
<b>Music and Art Teacher, full time</b>	
<i>Plan and Implement curriculum</i>	
<i>Design assessment, follow State and District Standards</i>	
<b>Cabrillo College, Aptos, CA</b>	1985 - present
<b>Music Faculty Member, part time</b>	
<i>Computer technology lab, various music courses</i>	
<b>Saratoga Union School District, Saratoga, CA</b>	2010 - present
<b>Substitute Teacher, K-6 on call</b>	
<i>Follow and implement lesson plans for multiple grade levels</i>	
<b>Enkiteng Lepa, Kenya, Africa</b>	2/2010 - 3/2010
<b>Multiple Subjects K-3,</b>	
<i>Design and implemented special needs curriculum</i>	
<b>Santa Cruz Gardens, Soquel, CA</b>	2008 - 2009
<b>Third Grade Teacher</b>	
<i>Planned and implemented district adopted texts to align with State Standards</i>	
<i>Assessment, grading, parent teacher conferences</i>	
<i>Attended grade level and staff meetings, and IEP's</i>	
<i>Recruited and organized parent volunteers</i>	
<b>Blossom Hill Elementary School, Los Gatos, CA</b>	2007 - 2008
<b>Kindergarten Teacher</b>	
<i>All duties and responsibilities of classroom teacher</i>	
<i>Taught in a team format, lead teacher alternated as the AM teacher's aide</i>	
<b>Happy Valley Elementary School, Santa Cruz, CA</b>	2005 - 2007
<b>Music and Art Specialist k-6,</b>	

*Choral and Instrumental*

<b>Bonny Doon Elementary, Santa Cruz, CA</b> <b>Music and Art Specialist K-6</b>	2005 - 2006
<b>Santa Catalina, Monterey, CA</b> <b>General Music K-6</b>	2004 - 2005
<b>Pacific Collegiate College Preparatory, Santa Cruz, CA</b> <b>Musical Director, <i>Guys and Dolls</i></b>	2/2004 - 5/2004
<b>Scotts Valley High School, Scotts Valley, CA</b> <b>Musical Director, <i>Grease</i></b>	2/2003 - 5/2003

PROFESSIONAL EXPERIENCE

<b>Santa Cruz County Symphony, Santa Cruz, CA</b> <b>Co-Principal Flutist</b> <b>Orchestra representative for conductor search</b>	1985 - 2004
<b>Cabrillo Music Festival, Santa Cruz, CA</b> Bachelor of Arts in Psychology Extended Studies in Graphic Design	1998 - 2005

EDUCATION AND CREDENTIALS

National Hispanic University, ELL Authorization	2007
San Jose State University, Chapman University, University of San Diego	2006
<i>Continuing Ed coursework for Multiple Subjects Credential</i>	
San Jose State University, B.A. Music, (with distinction)	1978 - 1981
Masters Degree in Music Performance	1990 - 1992
Single Subject, Music, Teaching Credential K-12	1988
Community College Credential, valid for life, Music	1985

Correlation of the Arts  
Stephanie Gelman, Instructor

Syllabus

Students will study similarities and differences in art, music, and theatre arts from an interdisciplinary perspective. In other words, thinking across the boundaries of these disciplines to realize their commonalities. This course encourages you to consider the visual and performing arts and how they impact your life. I hope to spark both your interest and your desire to learn more about the visual and performing arts, also referred to as VAPA.

Course Objectives;

To enable you to elevate and grow your individual appreciation for the arts.

To enable you to recognize how the visual and performing arts and life constantly mirror one another.

To help you realize that themes evident in contemporary culture are often revealed and

commented upon by visual artists— past and present.

To further your recognition of the importance of music and art in our society.

To open your “window of interest” to a greater world of knowledge.

Some questions for discussions will include:

What do we see when we look at a work of art? The history of our cultures, Western

or Eastern, ancient or modern, can be told through the visual arts. Think about your house or apartment— do you have a piece of artwork, perhaps a reproduction of a painting, a photograph, or a print, on the wall? Why is it there, and what does it mean to you? What do you know about the work, or the artist who created it?

What do you hear when you listen to a piece of music? Music with words is poetry set in sound. Are the words telling a story you can relate to, do you take the words at face value or do you need to read between the lines to understand their deeper meaning? What about music that has no words, can it speak to you in a different way? What does this expression mean to you “ If a picture is worth a thousand words, what then of music?”

NOV 08 2013



CITY OF CAPITOLA

CITY of CAPITOLA

BOARDS AND COMMISSIONS APPLICATION

Citizens are encouraged to serve on the various City Boards, Committees, and Commissions. Appointments are made at a public City Council meeting.

Application for:

- Art & Cultural Commission  
[Artist; Arts Professional; At Large Member]  
Please underline category above.
- Finance Advisory Committee  
[Business Representative; At Large Member]  
Please underline category above.
- Historical Museum Board
- Architect & Site Committee  
[Architect; Landscape Architect; Historian]  
Please underline category above.
- Traffic & Parking Commission  
[Village Resident; Village Business Owner; At Large Member]  
Please underline category above.
- Planning Commission
- Other Committee \_\_\_\_\_

Name: Hill LAURIE R.  
Last First M.I.

Telephone: 476-4033 535-3326  
Home Business Cell

E-mail Address: laurieandrich@sbcglobal.net

Physical Address of Residence: 415 ROSEDALE CT. CAPITOLA

Mailing Address: SAME

Business Address: SAME

Occupation: retired Personnel Analyst - work part time

Are you a resident of the City of Capitola? Yes  No

Describe your qualifications and interest in serving on this Board/Commission/Committee:  
see attached.

(Use additional paper, if necessary)

**Please Note:** Appointment to this position may require you to file a conflict of interest disclosure statement with the City Clerk. This information is a public record and these statements are available to the public on request.

11/0/13  
Date

[Signature]  
Signature of Applicant

Mail or Deliver Application to:  
Capitola City Hall  
Attn: City Clerk

420 Capitola Avenue, Capitola, CA 95010

For questions please call the City Clerk at (831) 475-7300

November 8, 2013

Dear Capitola City Council and Staff,

Please accept my application for the Capitola Art and Cultural Commission as an at-large community member.

As you know, I am presently serving as the President of the Capitola Begonia Festival, and have served on the festival's board for over 12 years. As a Board Member, I have helped build the festival's capacity and sustainability and have chaired the Nautical Parade, Sand Sculptures, and several fundraising events.

What you might not know, is that I have a long history of organizing street parades (Clayton, CA), community art festivals, concerts, dances and Cross Country Runs (Santa Rosa and Novato, CA), children's activity and drama camps (Novato and Petaluma, CA), High School Dances (Santa Cruz) and large equine events throughout Northern California.

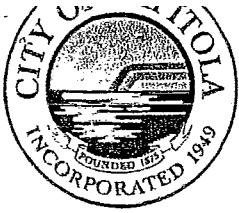
My passion is for events that encourage participation and build a connection to community. It excites me when I am a part of bringing people out of their homes, away from their electronics, and out into the community to experience something fun and new. I am also thrilled when I see the latest installation of a piece of public art.

I have read the Commission's mission statement and feel that my experience and passion would serve the Commission well. This is also an opportunity for the Commission to engage a local leader of a community organization.

Respectfully,



Laurie Hill



NOV 01 2013

CITY OF CAPITOLA

# CITY of CAPITOLA

## BOARDS AND COMMISSIONS APPLICATION

Citizens are encouraged to serve on the various City Boards, Committees, and Commissions. Appointments are made at a public City Council meeting.

Application for:

- Art & Cultural Commission  
[Artist; Arts Professional; At Large Member]  
Please underline category above.
- Finance Advisory Committee  
[Business Representative; At Large Member]  
Please underline category above.
- Historical Museum Board
- Architect & Site Committee  
[Architect; Landscape Architect; Historian]  
Please underline category above.
- Traffic & Parking Commission  
[Village Resident; Village Business Owner; At Large Member]  
Please underline category above.
- Planning Commission
- Other Committee \_\_\_\_\_

Name: DAVISSON JOAN C.  
Last First M.I.

Telephone: 831.476.1862 831.  
Home Business Cell

E-mail Address: joaniesun@juno.com

Physical Address of Residence: 3118 ERIN LANE SANTA CRUZ 95065

Mailing Address: 3118 ERIN LANE SANTA CRUZ, 95065

Business Address: \_\_\_\_\_

Occupation: Educator Hobby: Artist

Are you a resident of the City of Capitola? Yes  No

Describe your qualifications and interest in serving on this Board/Commission/Committee: \_\_\_\_\_

SEE ATTACHED

(Use additional paper, if necessary)

**Please Note:** Appointment to this position may require you to file a conflict of interest disclosure statement with the City Clerk. This information is a public record and these statements are available to the public on request.

November, 2013  
Date

Joane Davisson  
Signature of Applicant

Mail or Deliver Application to:  
Capitola City Hall  
Attn: City Clerk

420 Capitola Avenue, Capitola, CA 95010

For questions please call the City Clerk at (831) 475-7300

Qualifications and interest for serving on the Capitola Art and Cultural Commission.

A few years ago, I was delighted to serve on your committee to create the Capitola Oceanside Tile wall. There are two of my own tiles there. This was an opportunity to work with members of like minded people, dedicated to installing a community project.

The success of this endeavor instilled a desire to do more.

I am a retired educator, who still works with the Santa Cruz City Schools.

In addition, I am an artist. Shows have been at Chaminade, local venues and the Art League. Over the years, many mediums have been used.

It would be a pleasure to serve on the Commission. Please consider my application.

Sincerely,

*Joan Davisson*

Joan Davisson

Joan of Art

Joan C Davisson

3118 Erin Ln  
Santa Cruz, CA 95065-2006

(831) 476-1862  
Cell (831) 840-2832  
joanesun@juno.com  
Consignments accepted



THIS PAGE INTENTIONALLY LEFT BLANK



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
AMENDING EXHIBIT A OF RESOLUTION NO. 3463,  
ARTICLE III, SECTION 1, OF THE BYLAWS OF THE  
CAPITOLA ART & CULTURAL COMMISSION  
REGARDING MEMBERSHIP**

WHEREAS, the City Council adopted Resolution No. 3463 on the 26<sup>th</sup> day of May, 2005, approving Bylaws of the Capitola Art & Cultural Commission; and

WHEREAS, at its regular meeting of November 12, 2013, members of the Art & Cultural Commission voted to amend the Commission's Bylaws to increase the membership from five to eight "At-Large" Members; and

WHEREAS, any changes to the Art & Cultural Commission Bylaws must be approved by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Capitola that Exhibit A of Resolution No. 3463 is hereby amended to provide for amendment to Article III., Section 1 "Membership and Term of Office," of the Bylaws of the Capitola Art & Cultural Commission to read as follows:

**Section 1. Number and Qualifications**

The Art & Cultural Commission shall consist of ~~nine~~ twelve members as follows:

1. One (1) City Council Member
2. One (1) Planning Commissioner
3. One (1) Artist or Arts Organization Representative Member
4. One (1) Arts Professional Member
5. ~~Five (5)~~ Eight (8) "At-Large" Members

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 26<sup>th</sup> day of November, 2013, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

THIS PAGE INTENTIONALLY LEFT BLANK

## BYLAWS

### CAPITOLA ART & CULTURAL COMMISSION

City of Capitola, California

#### ARTICLE I. NAME AND AUTHORITY

##### Section 1. Name

The name of this organization shall be the CAPITOLA ART & CULTURAL COMMISSION of the City of Capitola, California, hereinafter referred to as the "Commission".

##### Section 2. Authority

The Commission is established pursuant to the authority of Chapter 2.56 of the City of Capitola Municipal Code.

#### ARTICLE II. POWERS AND DUTIES

The Capitola Art & Cultural Commission shall have the function and duties set forth in Municipal Code Section 2.56.050 and any amendments thereto. The Municipal Code Section currently provides for the following functions and duties:

- a. Advise the City Council as to the allocation of public funds for the support and encouragement of existing and new programs in the arts, and for the acquisition by purchase, gift or otherwise, of works of art;
- b. Subject to City Council approval, initiate, sponsor or direct special programs which will enhance the artistic and cultural climate of the City;
- c. Establish close liaison with other commissions and civic organizations in order to foster public interest in the arts;
- d. Advise the City Council concerning the interpretation and implementation of the City's established art and cultural policies and practices, including the Art & Cultural Master Plan, as they relate to the Art & Cultural Commission's objectives;
- e. In February of each year, prepare for City Council review an assessment of the Art & Cultural Commission's goals, plans and objectives from the prior fiscal year and recommend for Council approval the Art & Cultural Commission's goals, plans and objectives for the next fiscal year.
- f. Perform such other functions and duties as may be directed by the City Council.

## ARTICLE III. MEMBERSHIP AND TERM OF OFFICE

### Section 1. Number and Qualifications

The Art & Cultural Commission shall consist of ~~nine~~ twelve members as follows:

1. One (1) City Council Member
2. One (1) Planning Commissioner
3. One (1) Artist or Arts Organization Representative Member
4. One (1) Arts Professional Member
5. ~~Five (5)~~ Eight (8) "At-Large" Members

Members do not need to be a resident of Capitola.

### Section 2. Selection and Appointment of Members

Applications for Art & Cultural Commission members will be received by the City and forwarded to the Chairperson of the Art & Cultural Commission. Applicant(s) will attend a minimum of one Commission meeting, conference with the Chair and Commissioner(s) regarding the obligations and duties of being a commissioner prior to receiving approval for appointment. The Chair will forward the Commission's recommendation(s) for approval of applicant(s) to the City Clerk/Mayor.

The Council Member and Planning Commissioner appointees shall be selected by a majority vote of their respective boards. The Artist or Arts Organization Representative, Arts Professional, and the "At-Large" Appointees shall be appointed to the Art & Cultural Commission by a majority vote of the City Council.

### Section 3. Term of Office

Except as otherwise provided in Municipal Code Section, 2.56.030 the members shall serve for a term of two (2) years and may be reappointed for successive two-year terms with a term limit set at a maximum of three (3), two year terms.

### Section 4. Removal of Members

Any member who is absent for three meetings, and who fails to provide an excuse that is determined by the Chair to be reasonable, shall be removed by the City Council. All members of the Commission serve at the pleasure of the City Council and therefore may be removed from office, without cause, and at any time, by the affirmative vote of three City Council members.

## ARTICLE IV. OFFICERS

### Section 1. Selection of Officers

As soon as practicable, following the first day of January of each year, there shall be elected as officers for the Commission a Chairperson and a Vice Chairperson. An election shall be held at the next regular meeting to fill any office that becomes vacant during the calendar year.

### Section 2. Chairperson

The Chairperson shall be elected by a majority vote of the members from among their membership. The Chairperson shall preside at all regular meetings and shall call all special meetings. The Chairperson shall use Roberts Rules of Order to conduct the meetings. He or she shall represent the Commission before the Council.

### Section 3. Vice Chairperson

The Vice Chairperson shall be elected by a majority vote of the Commission members. He or she shall assume all duties of the Chairperson in the absence of the Chairperson.

### Section 4. Staff Representative

The Staff Representative shall be hired by the City Manager. General duties include:

1. Preparing, assembling and mailing meeting packets;
2. Correspondence and communication;
3. Record keeping;
4. Staff reports;
5. Financial reports;
6. Meeting minutes;
7. Liaison to the public;
8. Other tasks as assigned.

## ARTICLE V. COMMITTEES

### Section 1. Establishment of the Committees

The Art & Cultural Commission may designate specific committees as follows: Public Art, Volunteers, Fundraising, Marketing and any other committee as necessary. Committees shall be composed of no more than (3) commissioners. The committees may include volunteer members as deemed necessary by the Art & Cultural Commission. The committees shall report to the Art & Cultural Commission on no less than a quarterly basis.

## Section 2. Membership of Committees

The Chairperson shall make all assignments and appoint the Chairperson of each committee with the consensus of the commission.

## ARTICLE VI. MEETINGS

### Section 1. Open Meetings

All regular and special meetings of the Commission are subject to the Brown Act and therefore are advertised and open meetings to which the public and the press shall be invited.

### Section 2. Regular Meetings

Regular meetings of the Commission shall be held monthly on a day, time and location to be decided upon by the Commission on an annual basis. Any changes to regular meeting day, time and location will be provided to the Office of the City Clerk for calendaring purposes. *[Amended on 5/26/05 by Resolution No. 3463]*

### Section 3. Special Meetings

A special meeting may be called by the Chairperson of the Commission or by vote of the Commission. Notice of such special meeting shall be given as required by law; and the purpose of or the business to be transacted during such special meeting shall be stated in the notice.

### Section 4. Quorum

A quorum shall consist of a majority of the ~~seven~~ members of the Commission.

### Section 5. Absence of Quorum

In the absence of a quorum at any meeting, such meeting shall be adjourned to the next regular meeting date by any member present. No meeting may be declared adjourned for lack of a quorum until a fifteen (15) minute period after the scheduled time of the meeting has elapsed.

### Section 6. Conduct of Meeting

At the time and place established for any meeting, when a quorum is present, the Chairperson shall call the meeting to order. ~~The meeting minutes will be recorded with the tapes to be retained for 1 year. Staff will prepare and submit to the City Council the minutes in action form for their review.~~ The normal order of business shall include at least the following:

*This is to certify that the above and foregoing Bylaws of the Art & Cultural Commission of the City of Capitola were approved by the City Council of the City of Capitola on the 26<sup>th</sup> day of November, 2013, by adoption of Resolution No.*

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

Revisions to Art & Cultural Commission Bylaws

01/22/04	Resolution No. 3326	Original Bylaws approved by City Council
05/26/05	Resolution No. 3463	Amended Article VI, Section 2, Regular Meetings
04/26/12	Resolution No. 3915	Amended Article III, Section 1, Number of members
<u>11/26/13</u>	<u>Resolution No. ( )</u>	<u>Amended Article III, Section 1, Number and Qualifications; Article VI, Section 4, Quorum, and Section 6, Conduct of Meeting</u>

THIS PAGE INTENTIONALLY LEFT BLANK





## CITY COUNCIL AGENDA REPORT

**MEETING OF NOVEMBER 26, 2013**

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: CONSIDER FUNDING FOR THE CITY'S SECURITY DEPOSIT AND EMERGENCY HOUSING ASSISTANCE AFFORDABLE HOUSING PROGRAMS

**RECOMMENDED ACTION:** Approve a budget amendment to fund the Emergency Housing Assistance and Security Deposit Affordable Housing Programs for Fiscal Year 2013/2014.

**BACKGROUND:** The City of Capitola has historically funded a number of programs to help provide and improve affordable housing in the community. Funding for the programs primarily came from the City's Redevelopment Housing Set-Aside Fund. In 2011, the State terminated redevelopment, ending the City's funding source for these programs, with the exception of the City's Mobile Home Rental Assistance Program. In addition, with the end of redevelopment the City no longer has a Housing Program Manager position. As a result, administration of existing housing programs has fallen onto existing staff and consultant contracts.

On July 11, 2013 the City Council received a presentation (Attachment 2) regarding options to re-establish the City's affordable housing programs. At that hearing, Council directed staff to reinstate key affordable housing programs, as allowed by current funding constraints.

**DISCUSSION:** Based on input from the Housing Authority and Community Action Board, staff is recommending the City authorize funding for two key affordable housing programs, Emergency Housing Assistance and Security Deposit. These programs provide critical funding to keep families in their homes and prevent the high costs and issues associated with homelessness. The Emergency Housing Assistance Program is administered by Community Action Board (CAB) while the Security Deposit Program is administered by the Housing Authority. Staff is recommending funding as follows:

PROJECT	FY 09-10	FY 10-11	Existing FY 13-14	Proposed FY 13-14
Emergency Housing Assistance	\$ 105,237	\$ 105,260	\$ 0	\$ 30,000
Security Deposit	\$ 12,964	\$ 20,000	\$ 0	\$ 10,000
MHP Rental Assistance <sup>1</sup>	\$ 11,497	\$ 11,497	~\$100,000	~\$100,000

**The Security Deposit Program** provides forgivable loans to low- and very low-income households to cover the costs associated with moving into a new rental unit. The program provides participants who are at risk of becoming homeless with funds needed for security deposits and last month's rent.

**The Emergency Housing Assistance Program** provides emergency, short-term housing payment assistance to lower-income families to prevent eviction or foreclosure leading to homelessness. The assistance granted must be used for the household's rent or mortgage payment in cases involving a job loss, medical emergency, or similar event. The household must have no other funds available to make this payment, and must be below very low income limits, with either children or a disabled adult in the household.

<sup>1</sup> Includes Wharf Road and Loma Vista. MHP Rental Subsidy Program started in Aug. 2011 to support Surf and Sand, Castle, and Cabrillo.

**Item #: 10.C. Staff Report.pdf**

AGENDA STAFF REPORT NOVEMBER 26, 2013

SECURITY DEPOSIT AND EMERGENCY HOUSING ASSISTANCE AFFORDABLE HOUSING PROGRAMS

**FISCAL IMPACT:**

<b>Fund</b>	<b>Current Estimated FY 13/14 Ending Balance</b>	<b>Emergency Housing Assistance</b>	<b>Security Deposit</b>	<b>Proposed FY 13-14 Ending Balance</b>
Housing Successor	\$91,416	\$ -30,000	\$ -10,000	\$51,416

Funding for the Housing Successor is generated by repaid housing loans from the City's former Redevelopment Agency. The Housing Successor fund does not have a dependable annual revenue stream, and only receives revenue when loans are repaid. As a result, decisions regarding funding levels will need to be considered on a year-to-year basis, with the understanding that ongoing expenditures may not be possible.

Allocating limited funding to these programs does involve tradeoffs as fewer resources will be available to finance a larger affordable housing project in the future. In that past, the availability of funding has given the City to ability to opportunistically participate in a number of larger projects, including the Bay Avenue Senior Housing Project and numerous mobile home park acquisitions.

**ATTACHMENTS**

1. Budget Amendment
2. July 11, 2013 City Council staff report

**Report Prepared By:** Richard Grunow  
Community Development Director

**Reviewed and Forwarded  
By City Manager:** 



Date 11/19/2013

Requesting Department Community Development

Administrative Council

Item # \_\_\_\_\_ Council Date 11/26/2013 Council Approval \_\_\_\_\_ 10.C.

Revenues		
Account #	Account Description	Increase/Decrease
Total		-

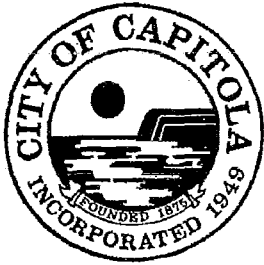
Expenditures		
Account #	Account Description	Increase/Decrease
5552-00-00-000-4500.XXX	Security Deposit/Emergency Housin	40,000
Total		40,000

Net Impact (40,000)

Purpose: Appropriation from fund balance to support the Security Deposit and Emergency Housing Assistance Programs

Department Head Approval \_\_\_\_\_  
 Finance Department Approval \_\_\_\_\_  
 City Manager Approval \_\_\_\_\_

THIS PAGE INTENTIONALLY LEFT BLANK



## CITY COUNCIL AGENDA REPORT

**MEETING OF JULY 11, 2013**

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: REVIEW OF CITY'S AFFORDABLE HOUSING PROGRAM

**RECOMMENDED ACTION:** Receive report and provide direction regarding reinstating affordable housing programs or continuing to allow monies to accumulate to fund a larger affordable housing project.

**BACKGROUND:** The City of Capitola has historically funded a number of programs to help provide and improve affordable housing in the community. Funding for the programs primarily came from the City's Redevelopment Housing Set-Aside Fund. In 2011, the State terminated redevelopment, ending the City's funding source for these programs. In addition, with the end of redevelopment, the City no longer has a Housing Program Manager position. As a result, administration of existing housing programs has fallen onto existing staff and consultant contracts. In summary, those contracts for Fiscal Year 2013/2014 include:

- R.L. Hastings & Associates, LLC - \$3,200 for HOME reporting, funded through HOME Grant funds
- Carolyn Flynn - \$13,200 to oversee sales of new Inclusionary units, sales of existing affordable mobile home units, and to assist with payoffs of affordable housing loans, funded through the General Fund and Housing Successor reuse funds.

**DISCUSSION:** In the past, the City's primary affordable housing programs included the following:

- First Time Homebuyer Loan, Security Deposit program and Housing Rehabilitation Loan programs, administered by the Housing Authority of Santa Cruz County.
- Emergency Housing Assistance Program, administered by Community Action Board (CAB).
- Major affordable housing projects, including Bay Avenue Senior Housing, Dakota Apartments, mobile home park acquisitions, etc. Those projects were developed by third party affordable housing developers, with assistance from City staff.
- Mobile Home Park Resident Purchase assistance, administered by City staff with the Redevelopment Agency (RDA) and CDBG funds.
- Mobile Home Rental Assistance, administered by the Housing Authority with an annual budget of around \$100,000. This is the only currently active housing program.

Historic funding levels for these programs were as follows:

PROJECT	Average Annual Budget	FY 09-10	FY 10-11	FY 13-14
Emergency Housing Assistance	\$95,000	\$ 105,237	\$ 105,260	\$ 0
Security Deposit	\$15,000	\$ 12,964	\$ 20,000	\$ 0
First Time Home Buyer	\$60,000	\$ 55,736	\$ 4,167	\$ 0
Housing Rehab	\$75,000	\$ 40,667	\$ 65,679	\$ 0
MHP Rental Assistance <sup>1</sup>	Varied	\$ 11,497	\$ 11,497	~\$100,000

<sup>1</sup> Includes Wharf Road and Loma Vista. MHP Rental Subsidy Program started in Aug. 2011 to support Surf and Sand, Castle, and Cabrillo.

## Item #: 10.C. Attach 2.pdf

### AGENDA STAFF REPORT JULY 11, 2013 REVIEW OF CITY'S AFFORDABLE HOUSING PROGRAM

The only affordable housing program currently offered by the City is the Mobile Home Rental Assistance Program. Limited funding is available to reinstate other programs through the Housing Successor, HOME Program Reuse Fund, and/or the Housing Trust Fund. The Council may allocate the limited available funding to reinstate one or more affordable housing programs. Alternatively, the Council could allow funds to accumulate to finance a larger affordable housing project in the future.

Potentially available funding sources for affordable housing programs include approximately \$66,000 in Housing Successor monies and \$18,000 in Home Program Reuse Funds. Approximately \$184,000 is also available from the Housing Trust Fund; however, these monies have been earmarked to pay for the Pacific Cove Relocation debt service and the fund is anticipated to be depleted over the next couple of years. None of these funds include a dependable annual revenue stream, and only receive revenue when loans are repaid.

Each of these funding sources has regulatory limitations which would need to be further investigated before committing to fund a program. Additionally, any allocation of these funds for affordable housing programs must be made on a year-to-year basis, with the understanding that ongoing expenditures may not be possible.

Currently the legal landscape regarding appropriate uses for Housing Successor funds is still being defined. For example, Senate Bill 341 is being considered in the State Senate which would better define appropriate uses for Housing Successor funds. If the City Council chooses to reinstate one or more affordable housing programs, rather than save funding for a larger scale acquisition/renovation-type project, staff will return with funding and program recommendations.

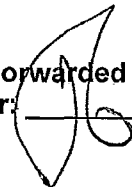
**FISCAL IMPACT:** None

#### **ATTACHMENTS**

1. Housing program description

**Report Prepared By: Richard Grunow**  
**Community Development Director**

**Reviewed and Forwarded  
By City Manager:**





## CITY COUNCIL AGENDA REPORT

MEETING OF NOVEMBER 26, 2013

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: CONSIDER AN ORDINANCE AMENDING SECTION 15.04.010  
PERTAINING TO BUILDING AND FIRE MODEL CODES TO BECOME  
EFFECTIVE JANUARY 1, 2014 [1ST READING]

---

**RECOMMENDED ACTION:** Continue this item to the December 12, 2013, City Council meeting.

**BACKGROUND/DISCUSSION:** At the November 14, 2013, City Council meeting the Council considered the Central Fire Protection District Amendments to the 2014 Fire Code, and directed staff to prepare an Ordinance for adoption. Staff noticed this date for a public hearing, therefore staff recommends continuing the first reading of the Fire Code Ordinance in conjunction with the adoption of the California Building Standards Code at the December 12, 2013, City Council meeting.

**ATTACHMENTS:** None

Report Prepared By: Richard Grunow  
Community Development Director

Reviewed and Forwarded  
by City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK





## CITY COUNCIL AGENDA REPORT

MEETING OF NOVEMBER 26, 2013

FROM: CITY MANAGER DEPARTMENT

SUBJECT: CONSIDER A RESOLUTION OPPOSING THE UNITED STATES COAST GUARD'S PROPOSED REMOVAL OF THE SANTA CRUZ MILE BUOY

**RECOMMENDED ACTION:** Adopt a Resolution opposing the United States Coast Guard's proposed removal of the Santa Cruz Lighted Whistle Buoy, aka "Mile Buoy."

**BACKGROUND:** On November 13, 2013, the United States Coast Guard District 11 issued a Local Notice to Mariners indicating that four Aids to Navigation (AtoNs) were proposed for removal. The four AtoNs are, in the order listed by the Coast Guard:

1. Año Nuevo Island Lighted Whistle Buoy
2. Santa Cruz Lighted Whistle Buoy ("Mile Buoy")
3. Moss Landing Harbor Entrance
4. Pillar Point Harbor Approach Lighted Buoy

The Coast Guard has been directed to reduce its AtoN maintenance by 10%. Coast Guard staff indicates they generally believe a mark on a chart can serve, as well as a physical buoy for navigation due to the current availability and relatively low cost of electronic navigation equipment such as GPS devices. Comments on the proposed removal are requested by November 28, 2013.

**DISCUSSION:** The City was contacted by the Santa Cruz Port District, asking if the City would consider submitting comments to the Coast Guard on this issue. Staff understands the Port District, the City of Santa Cruz Council, and the County of Santa Cruz plan to consider similar Resolutions opposing the removal of the buoy. The attached Resolution emphasizes both the operational uses of the Mile Buoy and the functions it fulfills in assisting inexperienced boaters and paddlers.

**ATTACHMENTS:**

1. Draft Resolution
2. Local Notice to Mariners

Report Prepared By: Jamie Goldstein  
City Manager

Reviewed and Forwarded  
by City Manager: 

THIS PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
OPPOSING THE UNITED STATES COAST GUARD'S PROPOSED REMOVAL OF  
THE SANTA CRUZ LIGHTED WHISTLE BUOY (AKA "MILE BUOY")**

WHEREAS, the Pacific Ocean waters along the Santa Cruz coast are a community asset, providing both the opportunity and the environment for commercial, recreational, research and educational aquatic activities; and

WHEREAS, thousands of residents, visitors and commercial operators use and enjoy the waters along the Santa Cruz coast every year; and

WHEREAS, weather and sea conditions frequently combine to create hazardous conditions for boaters, paddlers, swimmers and surfers with varying degrees of experience and ability; and

WHEREAS, the Santa Cruz Port District is charged with rescuing boaters, paddlers, swimmers and surfers from the waters along the Santa Cruz coast; and

WHEREAS, the Santa Cruz County Coastal Incident Response Plan, a mutual aid plan involving the Port District along with City, County and State agencies, provides for responses to emergencies at sea being coordinated between land-based and ocean-going emergency responders; and

WHEREAS, the Santa Cruz Mile Buoy is the only physical reference point visible from shore and usable for directing rescuers to victims and distressed vessels; and

WHEREAS, the Santa Cruz Mile Buoy serves as a safety demarcation between the open ocean and calmer, near shore waters; and

WHEREAS, countless children and adults, including disabled persons, learn basic boating and navigation skills in the waters between the Santa Cruz Mile Buoy and the shoreline; and

WHEREAS, during heavy weather and emergencies at sea, mariners may not be able to program and operate small electronic devices and must be able to rely on available audible and visible aids for safe navigation; and

WHEREAS, the Santa Cruz Mile Buoy is critical and indispensable to the safety of all mariners navigating waters along the Santa Cruz coastline; and

WHEREAS, a mark on a chart is insufficient for serving the needs of rescuers, commercial operators and other mariners regardless of the availability of electronic navigation devices:

**NOW, THEREFORE, BE IT RESOLVED** that the Capitola City Council opposes the United States Coast Guard's proposed removal of the Santa Cruz lighted whistle buoy (LLNR 4080), known locally as the "Mile Buoy," and urges the United States Coast Guard to continue to maintain its aids to navigation as essential infrastructure for the safety of all mariners.

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Capitola on the 26<sup>th</sup> day of November, 2013, by the following vote:

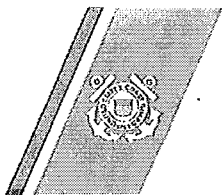
- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

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

ATTEST:

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

THIS PAGE INTENTIONALLY LEFT BLANK



U.S. Department  
of Homeland Security  
United States  
Coast Guard

## LOCAL NOTICE TO MARINERS

**District: 11**

**Week: 46/13**

SEND CORRESPONDENCE TO:  
COMMANDER  
DISTRICT ELEVEN (DPW)  
COAST GUARD ISLAND BUILDING 50-2  
ALAMEDA, CA 94501-5100

*See next page.*

REFERENCES: COMDTPUB P16502.6, Light List Volume VI, 2013 Edition and Coast Pilot Volume 7. Coast Pilots, along with corrections, are available at: <http://www.nauticalcharts.noaa.gov/nsd/cpdownload.htm>.

BROADCAST NOTICE TO MARINERS - Information concerning aids to navigation and waterway management promulgated by BNM 0520-13 to BNM 0525-13 has been incorporated in this notice if still significant.

### SECTION I - SPECIAL NOTICES

This section contains information of special concern to the Mariner.

#### SUBMITTING INFORMATION FOR PUBLICATION IN THE LOCAL NOTICE TO MARINERS

A complete set of guidelines with examples and contact information can be found at <http://www.uscg.mil/D11/DP/LnmRequest.asp> or call BM1 Joshua Netherton at 510-437-2980 or e-mail [D11LNM@uscg.mil](mailto:D11LNM@uscg.mil). Please provide all Local Notice to Mariners submissions 14 days prior to the start of operations.

#### BRIDGE INFORMATION-DISCREPANCIES AND CORRECTIONS

For bridge related issues during normal working hours Monday through Friday, contact the Coast Guard Eleventh District Bridge Section, Coast Guard Island, Building 50-2, Alameda, CA 94501-5100, telephone: 510-437-3516 Office; 510-219-4366 Cell. For emergencies or discrepancies during nights, weekends and holidays, immediately notify the nearest Coast Guard Sector Command via VHF-FM chan. 16 or via telephone: San Diego & Colorado River 619-278-7031, Los Angeles 310-521-3800, San Francisco 415-399-7300, Eureka 707-839-6100. Flotsam may accumulate on and near bridge piers and abutments. Mariners should approach all bridges with caution.

\*To REPORT A DELAY AT A DRAWBRIDGE, report form DelayRept0207.pdf is included in the Enclosures section of this Local Notice to Mariners.\*

#### DGPS

For information regarding the DGPS system, or to report GPS, DGPS, or AIS problems, mariners are advised to contact: <http://www.navcen.uscg.gov>, email: [nisws@navcen.uscg.gov](mailto:nisws@navcen.uscg.gov), or the USCG Navigation Center at 703-313-5900.

#### COAST PILOT 7-NEW EDITION

PUBLICATION- National Oceanic Atmospheric Administration (NOAA)-U.S. Coast Pilot 7, Pacific Coast: California, Oregon, Washington, Hawaii and Pacific Islands, 46th Edition, 2014, has been issued and is ready for free download and weekly updates at <http://nauticalcharts.noaa.gov/nsd/cpdownload.htm>.

Print-on-Demand (POD) bound copies are available for purchase; see <http://www.nauticalcharts.noaa.gov/staff/charts.htm#POD>.

Annually printed copies will be available about three weeks from date of this announcement from authorized chart agents and their sales outlets. An agent listing may be viewed at <http://aeronav.faa.gov>. Price \$30.00

The 2014 Edition cancels the preceding 2013 Edition, and incorporates all previous corrections.

LNM: 46/13

#### CORRECTIONS TO U.S. CHART NO. 1, EDITION 12

Corrections to U.S. Chart No. 1, Edition 12 are enclosed (see US\_Chart No1\_Changes), and can also be found at [http://www.nauticalcharts.noaa.gov/mcd/chart1/US\\_ChartNo1\\_2013.10.22.pdf](http://www.nauticalcharts.noaa.gov/mcd/chart1/US_ChartNo1_2013.10.22.pdf).

LNM: 46/13

CHANNEL ISLANDS-ATON DISCONTINUANCE

The U.S. Coast Guard is proposing to discontinue the following AtoN:

- Santa Barbara Island Light (2675)
- Santa Catalina Island West End Light (2670)
- Ship Rock Light (2635)
- Catalina Harbor Light (2630)
- Long Point Light (2625)
- Santa Catalina Island East End Light (2605)
- San Nicolas Island East End Light (2590)

Direct any questions, comments, or feedback no later than 16 Dec 13 to LT Melissa Smith at 510-437-5984 or Melissa.A.Smith@uscg.mil.

Charts: 18728 18740 18755 18756 18757

LNM: 46/13

LONG BEACH-SANTA CATALINA ISLAND-LED CONVERSION

The U.S. Coast Guard is proposing to change Ship Rock Light (LLNR 2635) to an LED with a 5nm nominal range. Direct any questions, comments, or feedback no later than 19 Nov 13 to LT Melissa Smith at 510-437-5984 or Melissa.A.Smith@uscg.mil.

Charts: 18020 18022 18740 18746 18757

LNM: 42/13

POINT SUR TO SAN FRANCISCO-ATON DISCONTINUANCE

The U.S. Coast Guard is proposing to discontinue the following AtoN:

- Ano Nuevo Island Lighted Whistle Buoy 24 (LLNR 315)
- Santa Cruz Lighted Whistle Buoy SC (LLNR 4080)
- Moss Landing Harbor Entrance LBB MLA (LLNR 3990)
- Pillar Point Harbor Approach Lighted Buoy PP (LLNR 330)

Santa Cruz Lighted Whistle Buoy SC and Moss Landing Harbor Entrance LBB MLA will be replaced with a mark on the chart designating the preferred latitude and longitude to be used for an approach to the harbor. Direct any questions, comments, or feedback no later than 28 Nov 13 to LT Melissa Smith at 510-437-5984 or Melissa.A.Smith@uscg.mil.

Charts: 18010 18645 18680 18682 18685

LNM: 44/13

SAN FRANCISCO-BOLINAS BAY-DUXBURY REEF

The U.S. Coast Guard is proposing to change Duxbury Reef Lighted Whistle Buoy 1DR (LLNR 4205) to a buoy hull without a whistle. Direct any questions, comments, or feedback no later than 01 Dec 13 to LT Melissa Smith at 510-437-5984 or Melissa.A.Smith@uscg.mil.

Charts: 18010 18022 18640 18645 18647 18649 18680

LNM: 45/13

SANTA MONICA BAY-LED CONVERSION

The U.S. Coast Guard is proposing to change Ventura Marina South Jetty Light 6 (LLNR 3700), Marina Del Rey Light 3 (LLNR 3455), and Redondo Beach East Jetty Light 2 to LEDs with a 5nm nominal range. Direct any questions, comments, or feedback no later than 28 Nov 13 to LT Melissa Smith at 510-437-5984 or Melissa.A.Smith@uscg.mil.

Charts: 18020 18022 18720 18725 18740 18744 18748

LNM: 44/13

SECTION VII - GENERAL

This section contains information of general concern to the Mariners. Mariners are advised to use caution while transiting these areas.

CERRITOS CHANNEL-BRIDGE

REPLACEMENT SCHUYLER HEIM BRIDGE CONSTRUCTION- Two temporary eastern trestles are in place for construction of the replacement bridge. Temporary falsework is being erected over the trestle. The main navigation span through the construction site provides 75ft of horizontal clearance and, once temporary falsework is in place, 43ft of vertical clearance at Mean High Water. The temporary falsework and trestles will be lighted at night with steady burning red lights (See trestle/falsework lighting diagram enclosure at the end of this notice). Portions of the eastern fenders on the existing bridge have been removed. The western portions of the fenders remain in place. Construction activities will take place Monday through Friday, 0700 to 1530 until August 2015. For conditions at the bridge mariners can contact Caltrans at 213-792-5518, MCM Construction at 714-305-2725, or MCM Construction at 714-330-5370. Mariners are requested to use caution while transiting the area. See enclosure section for Heim\_FalseworkTrestleBargeLighting.pdf and HEIM\_fenderpierlightingplan.pdf.

Chart 18749

LNM: 45/11

DPMP SBEPIS JWS.BS. J PCB.CS.EHF

I JH X BZ173ICS.EHF.CBSLFS-IBJ / . IUF n qpsbszlsf t urt ljot ubrlselvqt usf bn lboelapx ot usf bn lqpsu f lsf qhnd n f outpgti f lcsahf -lqspvjef l21g.l v f sjdbrk/fnsboof lbcpwf li jhi lx huf sbol61gfi psj[pothndfnsboof lbudi f ln bjolobvjhbypobnti boof riqbolpom/IBuofjhi u-li f lsf t uhlqjft lsf ln bsl f e xju lsf eljhi u lboeld f ln bjoldi boof riqboljt ln bsl f elx ju l bldf out slsohlf lpg3lhf f oljhi u /IDbcifndsept l lcsbdjoh ln bzicf lqsf t f outjohndqbot lf ydf qut u f ln bjoldi boof riqbo/IDbcifnl lsf ln bsl f elx ju ln vaj.dqpsf elghnt /IP sbohf lcvpzt ll bwf lcf f oljot ubrlselbypohlu f lfnohu lpgtu f lsf t urt lfnbvjohlbol pqf ojhlgpswf t lf rrlpqlbt t lu spvhi lu f ln bjolobvjhbypobnti boof riqbo/INbqof sl lsf lsf r vf t f elupvt f lu f ln bjoldi boof riqbolpom-lboelqspdf f el u spvhi lu f lqspif du l juf lbudboplx bl f ll qf f e/ll f lcsahf lsf qhnd n f outqspif dux jnsf ljolqspshf t t lu spvhi lEf df n cf sl3124/

MDN: 29022

DSFTDFOUJ.UZ.NBS.JFIDPOTUSVDUPO

EvsuBlDpot uvdjpolDpn qhozlx.jnlpoevrdtdpovjovpvt lsf ehjohlboelebzjhi di pvslsf dpat uvdjpolpgDsf t df oudjuz.lbof sbolPvuf slQpbuCbtlolbul52.