

City of Capitola Agenda

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



CAPITOLA CITY COUNCIL REGULAR MEETING

THURSDAY, MAY 26, 2016

7:00 PM

CITY COUNCIL CHAMBERS
420 CAPITOLA AVENUE, CAPITOLA, CA 95010

CLOSED SESSION - 6:00 PM CITY MANAGER'S OFFICE

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

[Govt. Code §54956.9(d)(1)]

(Three cases)

1. Schroedel et al. v. the City of Capitola
[Santa Cruz Superior Court Case No. CV 175684]
2. GTE Mobilenet of California Limited Partnership, a California limited partnership d/b/a/ Verizon Wireless v. City of Capitola
[United States District Court Case No 16-CV-02495-PSG]
3. Friends of Monterey Park v. the City of Capitola
[Santa Cruz Superior Court Case No. CV 16CV01091]

LIABILITY CLAIMS [Govt. Code §54956.95]

Claimant: Vaccine Choice Santa Cruz County

Agency claimed against: City of Capitola

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

All correspondences received prior to 5:00 p.m. on the Wednesday preceding a Council Meeting will be distributed to Councilmembers to review prior to the meeting. Information submitted after 5 p.m. on that Wednesday may not have time to reach Councilmembers, nor be read by them prior to consideration of an item.

All matters listed on the Regular Meeting of the Capitola City Council Agenda shall be considered as Public Hearings.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Council Members Dennis Norton, Stephanie Harlan, Jacques Bertrand, Michael Termini and Mayor Ed Bottorff

2. PRESENTATIONS

A. Meet Your Police Officers

RECOMMENDED ACTION: Meet Parking Enforcement Officer Oscar Valdez and Senior Officer Leo Moreno.

B. Presentation of Appreciation Plaques to the City Council and the Police Department for Supporting Operation Surf

RECOMMENDED ACTION: None.

3. REPORT ON CLOSED SESSION

4. ADDITIONAL MATERIALS

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

5. ADDITIONS AND DELETIONS TO AGENDA

6. PUBLIC COMMENTS

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

7. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

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

8. REPORT FROM CITY REPRESENTATIVES TO REGIONAL BOARDS / COMMISSIONS

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
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9. CONSENT CALENDAR

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

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

- A. Consider the May 12, 2016, Regular City Council Minutes
RECOMMENDED ACTION: Approve Minutes.
- B. Approval of City Check Registers dated April 1, April 8, April 15, April 22 and April 29, 2016
RECOMMENDED ACTION: Approve Check Register Reports.
- C. Deny Liability Claim and Forward to the City's Liability Insurance Carrier
RECOMMENDED ACTION: Deny liability claim.
- D. Consider Adopting a Resolution of Intention to Levy Business Improvement Assessments for Fiscal Year 2016-2017, Which Receives the Capitola Village and Wharf Business Improvement Area Annual Report and the Proposed Fiscal Year 2016-2017 Budget; Sets a Public Hearing to Receive Oral or Written Protests on the Levy of Assessments for Fiscal Year 2016-2017 for Thursday, June 16, 2016; and Directs Required Noticing of the Public Hearing by the City Clerk and the Capitola Village and Wharf Business Improvement Area
RECOMMENDED ACTION: Adopt Resolution.
- E. Authorize the City to Surplus Four City Vehicles and One Coin Change Machine
RECOMMENDED ACTION: Approve the declaration of four vehicles and one change machine as surplus property and direct the Public Works Department to sell or dispose of the property.
- F. Consider extending the Wharf House Restaurant Lease
RECOMMENDED ACTION: Approve the lease extension.
- G. Set Public Hearing Date to Consider an Appeal of the Community Development Director's Determination Related to a Residential Remodel Project Located at 519 Oak Drive
RECOMMENDED ACTION: Set a Public Hearing Date for June 9, 2016.

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
May 26, 2016

10. **GENERAL GOVERNMENT / PUBLIC HEARINGS**

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

- A. Consider Adopting an Administrative Policy Regarding City Proclamations
RECOMMENDED ACTION: Adopt the Administrative Policy.

11. **ADJOURNMENT**

Note: Any person seeking to challenge a City Council decision made as a result of a proceeding in which, by law, a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the City Council, shall be required to commence that court action within ninety (90) days following the date on which the decision becomes final as provided in Code of Civil Procedure §1094.6. Please refer to code of Civil Procedure §1094.6 to determine how to calculate when a decision becomes "final." Please be advised that in most instances the decision become "final" upon the City Council's announcement of its decision at the completion of the public hearing. Failure to comply with this 90-day rule will preclude any person from challenging the City Council decision in court.

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

Agenda and Agenda Packet Materials: The City Council Agenda and the complete Agenda Packet are available for review on the City's website: www.cityofcapitola.org and at Capitola City Hall and at the Capitola Branch Library, 2005 Wharf Road, Capitola, prior to the meeting. Agendas are also available at the Capitola Post Office located at 826 Bay Avenue, Capitola. Need more information? Contact the City Clerk's office at 831-475-7300.

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

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

Televised Meetings: City Council meetings are cablecast "Live" on Charter Communications Cable TV Channel 8 and are recorded to be rebroadcasted at 8:00 a.m. on the Wednesday following the meetings and at 1:00 p.m. on Saturday following the first rebroadcast on Community Television of Santa Cruz County (Charter Channel 71 and Comcast Channel 25). Meetings are streamed "Live" on the City's website at www.cityofcapitola.org by clicking on the Home Page link "Meeting Video." Archived meetings can be viewed from the website at anytime.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: City Manager Department

SUBJECT: Meet Your Police Officers

RECOMMENDED ACTION: Meet Parking Enforcement Officer Oscar Valdez and Senior Officer Leo Moreno.

Report Prepared By: Susan Sneddon
City Clerk

Reviewed and Forwarded by:

A handwritten signature in blue ink, appearing to be "JG", is written over a horizontal line.

Jamie Goldstein, City Manager

5/20/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: City Manager Department

SUBJECT: Presentation of Appreciation Plaques to the City Council and the Police Department for Supporting Operation Surf

RECOMMENDED ACTION: None.

BACKGROUND: Operation Surf is a non-profit program which takes injured military veterans surfing with volunteers and experts. The weeklong event provided an environment where veterans work to overcome perceived limitations of their physical and psychological disabilities.

DISCUSSION: The entire event took place in various locations in Santa Cruz County starting with the welcoming ceremony on April 13, 2016, and ending on April 15, 2016. On April 14, Paradise Beach Grille Restaurant hosted a dinner for the Operation Surf participants. At this evening's Council meeting Laura Miller, Operation Surf Santa Cruz, will present appreciation plaques.

FISCAL IMPACT: None

Report Prepared By: Susan Sneddon
City Clerk

Reviewed and Forwarded by:

A handwritten signature in blue ink, appearing to be "JG", is written over a horizontal line.

Jamie Goldstein, City Manager

5/19/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: City Manager Department

SUBJECT: Consider the May 12, 2016, Regular City Council Minutes

RECOMMENDED ACTION: Approve Minutes.

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

ATTACHMENTS:

1. Draft May 12, 2016, City Council Minutes

Report Prepared By: Susan Sneddon
City Clerk

Reviewed and Forwarded by:

A handwritten signature in blue ink, appearing to be "JG", is written over a horizontal line.

Jamie Goldstein, City Manager

5/19/2016

**CAPITOLA CITY COUNCIL
REGULAR MEETING ACTION MINUTES
THURSDAY, MAY 12, 2016
7:00 PM**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Councilmember Dennis Norton: Present, Mayor Ed Bottorff: Present, Council Member Jacques Bertrand: Present, Vice Mayor Stephanie Harlan: Present, Council Member Michael Termini: Present.

City Treasurer McBroom was present.

2. PRESENTATIONS

A. Introduction of Thomas Dixon, Maintenance Worker I [480-05]

Thomas Dixon, Maintenance Worker I, was introduced.

3. ADDITIONAL MATERIALS (None provided)

4. ADDITIONS AND DELETIONS TO AGENDA

City Manager Goldstein stated that Item No. 10.C. regarding the approval of the Wharf House Restaurant Lease will be continued to the May 26, 2016, City Council meeting.

5. PUBLIC COMMENTS

Steve Piercy, New Brighton School Bike Club Volunteer Coordinator, stated that the Soquel Elementary School's Bike to School Day was a success. In addition, he stated that at the Community Traffic Safety Coalition (division of Santa Cruz County Regional Transportation Commission) is considering implementing a Vision Zero policy to help reduce traffic related injuries and fatalities.

6. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

City Manager Goldstein announced that the City's proposed 2016/2017 Fiscal Year Budget was distributed to the City Council today; the Finance Advisory Committee will review the proposed 2016/2017 Fiscal Year Budget at their May 17th meeting; the City Council/Successor Agency will review the proposed budget at their May 18th Joint Budget Study Session.

Assistant to the City Manager Laurent stated that the grand opening of the Monte Family Skate Park at McGregor Park will be on June 4th at 11 AM; and the grand opening of the Ozzie Memorial Dog Park at McGregor Park will be on June 11th at 10 AM.

Public Works Director Jesberg provided an update regarding various Capital Improvement Program projects.

7. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS

A. Consider Appointments to the Advisory Council to the Area Agency on Aging of Santa Cruz and San Benito Counties, and the Capitola Architectural and Site Review Committee [150-70]

RECOMMENDED ACTION: Consider Appointments.

Attachment: Draft May 12, 2016, City Council Minutes (1302 : Approval of City Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
May 12, 2016

RESULT:	APPOINTMENT OF MEGAN BISHOP AS THE LANDSCAPE ARCHITECT ON THE ARCHITECTURAL AND SITE REVIEW COMMITTEE, AND APPOINTMENT OF CRAIG WALTZ AS ALTERNATE ARCHITECT ON THE ARCHITECTURAL AND SITE REVIEW COMMITTEE [UNANIMOUS]; APPOINTMENTS TO THE ADVISORY COUNCIL TO THE AREA AGENCY ON AGING OF SANTA CRUZ AND SAN BENITO COUNTIES WERE CONTINUED.
MOVER:	Michael Termini, Council Member
SECONDER:	Jacques Bertrand, Council Member
AYES:	Norton, Bottorff, Bertrand, Harlan, Termini

8. REPORT FROM CITY REPRESENTATIVES TO REGIONAL BOARDS / COMMISSION

Council Member Termini stated that Capitola Art and Wine Festival Kickoff Party will be held at Bargetto Winery on May 19th from 6 PM to 9 PM. In addition he stated that the Red Tree Shopping Center has been repainted and re-landscaped.

Council Member Bertrand stated that he attended the following:

- May 5th the Santa Cruz County Regional Transportation Commission meeting;
- May 6th Focus Agricultural meeting including a partial tour of the University of California, Santa Cruz and Big Creek Lumber;
- May 8th Central Coast Climate Collaborative organizing meeting and subcommittee meeting focused on coastal issues for low-lying communities;
- May 9th Senior Council Advocacy meeting;
- May 9th Monterey Bay Division Meeting regarding “Health Benefits Marketplace”;
- May 19th Capitola Soquel Chamber of Commerce luncheon;
- May 12th Behavioral Health Criminal Justice Collaboration sponsored by Criminal Justice Council meeting.

Council Member Harlan stated that she attend the Wharf Road Manor Mobile Home Park Annual Homeowners Association meeting; she provided a summary of the meeting. In addition, she stated that the Soquel Cemetery property is for sale.

Council Member Norton stated that the roads at Surf & Sand Mobilehome Park were recently repaved. In addition he stated that the Santa Cruz County Regional Transportation Commission’s Transportation Improvement Plan will be coming to the City Council for approval in June this year.

Mayor Bottorff stated that this evening he attended the Tip-a-Cop event at Chili’s Bar and Grill. In addition, he stated that Cabrillo College is offering discounted bus passes for students that use the Santa Cruz Metropolitan Transit District buses.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
May 12, 2016

9. CONSENT CALENDAR

RESULT:	ADOPTED <i>ITEMS 9.A., and 9.B.</i> [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Stephanie Harlan, Vice Mayor
AYES:	Norton, Bottorff, Bertrand, Harlan, Termini

- A. Consider the April 28, 2016, Regular City Council Minutes
RECOMMENDED ACTION: Approve Minutes.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of May 5, 2016
RECOMMENDED ACTION: Receive Minutes.

10. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Resident-Initiated Community Visioning Process [700-30]
RECOMMENDED ACTION: Accept presentation and “Vision Capitola” summary report from the project organizers.

Gayle Ortiz presented Vision Capitola Final Summary Report.

Nels Westman, local resident, stated that the “Vision Capitola” workshops provided good community input and general interest trends of the community.

Molly Ording, Traffic and Parking Chair, stated that two of the top ten issues that came up from the “Vision Capitola” workshops dealt with traffic and parking issues in the Village.

RESULT:	RECEIVE REPORT
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- B. Receive Report Regarding the Wharf Financing Plan Options and Consider Authorizing a Contract with Gene Bregman and Associates [160-50/330-10/500-10 A/C: Gene Bregman and Associates]
RECOMMENDED ACTION: Receive report and authorize the City Manager to enter into a contract with Gene Bregman and Associates in an amount not to exceed \$13,000 for a public opinion polling on potential funding scenarios including ballot measures, and approve a budget amendment allocating \$13,000 from contract services in the Finance Department.

City Manager Goldstein stated that at the June 16, 2016, Joint Budget Study Session the City Council may discuss whether to move forward with the Gene Bregman and Associates polling after the June 7, 2016, election results are realized regarding Measure S – Community Facilities District Library Bond

City Treasurer McBroom suggested that if the polling is approved that the City provide public education regarding a future ballot measure.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
May 12, 2016

RESULT:	APPROVED A CONTRACT WITH GENE BREGMAN AND ASSOCIATES [UNANIMOUS]
MOVER:	Michael Termini, Council Member
SECONDER:	Dennis Norton, Councilmember
AYES:	Norton, Bottorff, Bertrand, Harlan, Termini

C. Consider extending the Wharf House Restaurant Lease [280-25/500-10 AC: Case, Willie]

RECOMMENDED ACTION: Approve the lease extension.

This item was continued to the May 26, 2016, City Council meeting

11. ADJOURNMENT

The meeting was closed at 8:30 PM.

Ed Bottorff, Mayor

ATTEST:

_____,CMC
Susan Sneddon, City Clerk

DRAFT

Attachment: Draft May 12, 2016, City Council Minutes (1302 : Approval of City Council Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: Finance Department

SUBJECT: Approval of City Check Registers dated April 1, April 8, April 15, April 22 and April 29, 2016

RECOMMENDED ACTION: Approve Check Register Reports.

BACKGROUND: Check registers are attached for:

Account: City Main				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
4/01/2016	83200	83256	58	\$129,633.45
4/08/2016	83257	83312	58	\$136,180.03
4/15/2016	83313	83360	49	\$458,449.29
4/22/2016	83361	83405	48	\$151,637.97
4/29/2016	83406	83462	60	\$92,934.09

The check register of March 25, 2016 ended with check #83199.

Account: Payroll				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
4/01/2016	4774	4783	99	\$146,158.98
4/15/2016	4786	4794	94	\$144,686.11
4/29/2016	4795	4803	100	\$160,361.91

Payroll checks 4766 & 4777 were voided and re-issued as check numbers 4784 & 4785.

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

Check	Issued to	Dept	Description	Amount
83226	Michael Arnone	PW	Rispin Park design	\$10,426.50
83230	Pacific Gas and Electric	PW	Monthly gas and electricity	\$13,382.28
83238	Santa Cruz Regional 911	PD	Regional 911 quarterly payment	\$59,385.90
83298	Santa Cruz Regional 911	PD	Regional 911 debt service payment	\$32,558.00
eft253	IRS	FN	Federal taxes and Medicare	\$25,058.66
83314	American Traffic Solutions	PW	July - December 2015 red light enforcement	\$43,381.70
83347	Atchison Barisone Condotti &	CM	March legal services	\$30,536.78

Approval of City Check Registers
May 26, 2016

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83348	Bear Electrical Solutions	PW	Monthly traffic signal maintenance, lighted crosswalk repairs at Capitola Rd. & 42 nd Ave.	\$30,970.00
83352	Earthworks Paving Contractors	PW	McGregor Skate Park	\$178,520.77
83354	Nichols Consulting Engineers	PW	Pavement Management Program	\$28,230.00
83357	SCC Conference & Visitors Council	FN	Quarterly tourism marketing district pass through payment	\$42,444.52
eft254	CalPERS Member Services	FN	PERS contributions PPE 3/26/16	\$45,605.33
83385	Earthworks Paving Contractors	PW	Rispin/Peery ADA Pathway	\$12,713.50
83393	Pacific Gas and Electric	PW	Monthly gas and electricity	\$13,469.37
eft255	IRS	FN	Federal Taxes and Medicare	\$25,227.89
eft257	CalPERS Member Services	FN	PERS contributions PPE 4/09/16	\$45,658.40
eft262	CalPERS Health Insurance	FN	May health insurance	\$52,305.99

ATTACHMENTS:

1. 04-01-16 City Check Register
2. 04-08-16 City Check Register
3. 04-15-16 City Check Register
4. 04-22-16 City Check Register
5. 04-29-16 City Check Register

Report Prepared By: Maura Herlihy
Account Technician

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

5/12/2016


Accounts payable checks dated 04/01/16 and numbered 83200 to 83256 totaling \$128,515.61, plus 2 efts totaling \$1,237.97, 10 payroll checks totaling \$3,714.20, and 89 payroll efts totaling \$142,444.78, for a total disbursement of \$275,792.43, have been reviewed and authorized for distribution by the City Manager.

As of 04/01/2016 the unaudited cash balance is \$4,648,377.12.

CASH POSITION - CITY OF CAPITOLA 04/01/2016

	<u>Net Balance</u>
General Fund	(\$40,470.40)
Payroll Payables	\$133,612.61
Contingency Reserve Fund	\$1,848,645.66
PERS Contingency Fund	\$150,000.00
Facilities Reserve Fund	\$154,870.00
Capital Improvement Fund	\$1,871,188.79
Stores Fund	\$27,553.62
Information Technology Fund	\$113,465.74
Equipment Replacement	\$91,308.99
Self Insurance Liability Fund	\$133,530.14
Worker's Comp. Ins. Fund	\$171,601.79
Compensated Absences Fund	(\$6,929.82)
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$4,648,377.12</u></u>

The Emergency Reserve Fund Balance is \$1,155,705.54 (not included above).



Jamie Goldstein, City Manager

04/01/2016
Date

Attachment: 04-01-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/01/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transaction Amount
CITY - Main City						
83200	03/29/2016	Open			CAROLYN FLYNN	\$3,517.5
	Invoice		Date	Description		Amount
	CBF2-2016		03/01/2016	Feb. affordable housing program management		\$3,517.50
				1000 - General Fund	\$1,050.00	
				1372 - Housing Trust Fund	\$2,467.50	
83201	04/01/2016	Open			AFLAC	\$1,164.2
	Invoice		Date	Description		Amount
	559860		03/31/2016	March supplemental insurance		\$1,164.22
				1001 - Payroll Payables		
83202	04/01/2016	Open			ALLSAFE LOCK COMPANY	\$24.3
	Invoice		Date	Description		Amount
	48158		03/10/2016	Keys for the PD		\$24.36
83203	04/01/2016	Open			ANDREW DALLY	\$94.0
	Invoice		Date	Description		Amount
	Dally031616		03/16/2016	SBSLI training expense reimbursement		\$94.06
83204	04/01/2016	Open			ANTHEM SPORTS	\$168.4
	Invoice		Date	Description		Amount
	151682		03/17/2016	Softball field supplies		\$168.46
83205	04/01/2016	Open			AUTOMATION TEST ASSOCIATES	\$40.0
	Invoice		Date	Description		Amount
	43449		03/22/2016	Capitola Wharf monthly meter reading		\$40.00
				1311 - Wharf Fund		
83206	04/01/2016	Open			B & B SMALL ENGINE REPAIR	\$13.7
	Invoice		Date	Description		Amount
	345761		03/29/2016	Sharpen chainsaws		\$13.70
83207	04/01/2016	Open			CALE AMERICA INC.	\$1,711.0
	Invoice		Date	Description		Amount
	139539		02/29/2016	Feb. 2016 active meters		\$1,711.00
83208	04/01/2016	Open			CALIFORNIA COAST UNIFORM COMPANY	\$706.6
	Invoice		Date	Description		Amount
	4992		03/02/2016	Uniform for Kimura		\$141.32
	4950		02/16/2016	Uniform for Vazquez		\$2.00
	4932		02/10/2016	Uniform for Vazquez		\$4.00
	4952		02/17/2016	Uniform for Long		\$198.80
	4852		01/23/2016	Uniform for Valdez		\$46.87
	4643		11/20/2015	Uniform for Valdez		\$165.85
	5031		03/15/2016	Uniform for Sloma		\$147.85
83209	04/01/2016	Open			CALIFORNIA LAW ENFORCEMENT ASSOCIATION	\$514.5
	Invoice		Date	Description		Amount
	CLEA032216		04/01/2016	April POA long term disability		\$514.50
				1001 - Payroll Payables		
83210	04/01/2016	Open			CAPITOLA-SOQUEL CHAMBER OF COMMERCE	\$7,500.0
	Invoice		Date	Description		Amount
	1754		03/24/2016	4th qtr contract payment		\$7,500.00
83211	04/01/2016	Open			COMPLETE MAILING SERVICE INC	\$1,674.6

Attachment: 04-01-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/01/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Amount	Transaction Amour
	Invoice 66891		03/16/2016	Mail service Late Spring brochures		\$1,674.67	
83212	04/01/2016	Open			EMERGENCY VEHICLE SPECIALISTS INC		\$1,080.0
	Invoice 4979		01/13/2016	Added/moved video cameras on motorcycle unit #31		\$1,080.00	
83213	04/01/2016	Open			FEDERAL EXPRESS		\$48.8
	Invoice 5-355-30070		03/18/2016	Shipping charges to Casey Printing		\$48.80	
83214	04/01/2016	Open			FIRST ALARM SECURITY & PATROL INC.		\$225.3
	Invoice 908377		03/15/2016	April thru June security services		\$225.39	
83215	04/01/2016	Open			FLYERS ENERGY LLC		\$115.7
	Invoice CFS1182986		02/29/2016	Fuel POST training		\$33.61	
	cfs1191048		03/15/2016	Chief went to Sacramento for gun control		\$82.16	
83216	04/01/2016	Open			HONEYWELL		\$2,727.9
	Invoice 762209		03/01/2016	printing paper for meters		\$2,727.94	
83217	04/01/2016	Open			HUB INTERNATIONAL		\$100.1
	Invoice 127732		03/28/2016	Community center event insurance		\$100.18	
83218	04/01/2016	Open			HUMBOLDT PETROLEUM LLC		\$26.0
	Invoice 085417		03/15/2016	Vehicle cleaning		\$19.50	
	085398		02/29/2016	Vehicle cleaning		\$6.50	
83219	04/01/2016	Open			JIM CLARK		\$605.0
	Invoice 32316		03/23/2016	Backflow testing		\$605.00	
83220	04/01/2016	Open			KING'S CLEANERS		\$555.0
	Invoice KC03172016		03/17/2016	uniform cleaning		\$555.00	
83221	04/01/2016	Open			LABORMAX STAFFING		\$993.4
	Invoice 26-59366		03/25/2016	Seasonal labor		\$993.46	

Attachment: 04-01-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/01/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transaction Amount
83222	04/01/2016	Open			LINDA FRIDY	\$656.4
	Invoice		Date	Description		Amount
	Fridy031816		03/18/2016	Technical Training for Clerks travel reimbursement		\$656.44
83223	04/01/2016	Open			LIUNA PENSION FUND	\$686.4
	Invoice		Date	Description		Amount
	CJ4032		03/31/2016	March LIUNA Pension Dues 1001 - Payroll Payables		\$686.40
83224	04/01/2016	Open			MAR-KEN K-9 TRAINING CENTER	\$480.0
	Invoice		Date	Description		Amount
	0033-16		03/16/2016	K-9 training March 2016		\$480.00
83225	04/01/2016	Open			MASTER CAR WASH	\$49.0
	Invoice		Date	Description		Amount
	mcw03052016		03/05/2016	Jan 1 thru Feb. 29 car washes		\$49.00
83226	04/01/2016	Open			MICHAEL ARNONE	\$10,426.5
	Invoice		Date	Description		Amount
	201528-4		03/24/2016	Rispin park progress payment 1200 - Capital Improvement Fund		\$10,426.50
83227	04/01/2016	Open			MICROFLEX CORP	\$648.5
	Invoice		Date	Description		Amount
	IN1649687		03/21/2016	Gloves		\$648.54
83228	04/01/2016	Open			NATIVE REVIVAL NURSERY	\$135.3
	Invoice		Date	Description		Amount
	43550		03/29/2016	Trees		\$135.31
83229	04/01/2016	Open			NORTHERN CALIFORNIA ASA	\$160.0
	Invoice		Date	Description		Amount
	NCASA03242016		03/24/2016	Register Softball teams with ASA		\$160.00
83230	04/01/2016	Open			PACIFIC GAS & ELECTRIC	\$13,382.2
	Invoice		Date	Description		Amount
	PGE031316acct9		03/15/2016	Monthly utilities		\$12,883.68
	PGE031516acct5		03/13/2016	Pac cove parking lot utilities		\$488.75
	PGE031316acct0		03/23/2016	Wharf Road Rispin Mansion utilities		\$9.85
				1000 - General Fund	\$5,030.58	
				1300 - SLESF - Supplemental Law Enforce	\$232.31	
				1310 - Gas Tax Fund	\$6,211.41	
				1311 - Wharf Fund	\$1,907.98	
83231	04/01/2016	Open			PALACE OFFICE SUPPLIES	\$225.2
	Invoice		Date	Description		Amount
	360833-0		03/09/2016	Office supplies		\$182.15
	360840-0		03/09/2016	office supplies		\$43.05

Attachment: 04-01-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/01/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transactio Amou
83232	04/01/2016	Open			PHIL ALLEGRI ELECTRIC INC.	\$1,742.
	Invoice		Date	Description		Amount
	20982		03/23/2016	Wharf lights		\$743.64
	20983		03/23/2016	Wharf lights		\$998.56
				1311 - Wharf Fund		
83233	04/01/2016	Open			PREFERRED BENEFIT INSURANCE ADMIN.	\$8,782.
	Invoice		Date	Description		Amount
	EIA16813		03/01/2016	March 2016 monthly dental and vision		\$8,782.96
				1000 - General Fund	\$163.76	
				1001 - Payroll Payables	\$8,619.20	
83234	04/01/2016	Open			PROFORCE LAW ENFORCEMENT	\$84.
	Invoice		Date	Description		Amount
	266526		03/02/2016	PD taser		\$84.94
				1300 - SLESF - Supplemental Law Enforce		
83235	04/01/2016	Open			RAIN WATER SOLUTIONS INC.	\$780.
	Invoice		Date	Description		Amount
	6945		03/29/2016	2016 Rain Barrel Program - 39, 50-gallon Black Ivy Rain Barrels		\$780.00
83236	04/01/2016	Open			SANTA CRUZ MUNICIPAL UTILITIES	\$879.
	Invoice		Date	Description		Amount
	SCMU032216		03/14/2016	Monthly water service for medians		\$879.03
83237	04/01/2016	Open			SANTA CRUZ OCCUPATIONAL MEDICAL CENTER	\$1,920.
	Invoice		Date	Description		Amount
	I-15487		02/29/2016	pre-employment physicals Currier, Ferrara		\$1,920.00
83238	04/01/2016	Open			SANTA CRUZ REGIONAL 911	\$59,385.
	Invoice		Date	Description		Amount
	SCR03152016		03/15/2016	Regional 911 FY15/16 4th QTR		\$59,385.90
83239	04/01/2016	Open			SIRCHIE	\$96.
	Invoice		Date	Description		Amount
	0244192-in		03/01/2016	Latent print kits		\$96.79
83240	04/01/2016	Open			SOQUEL CREEK ANIMAL HOSPITAL	\$1,098.
	Invoice		Date	Description		Amount
	40094		03/09/2016	Maverick vet services		\$1,098.38
83241	04/01/2016	Open			STAPLES ADVANTAGE	\$125.
	Invoice		Date	Description		Amount
	8038398765		03/12/2016	Office supplies		\$125.39
83242	04/01/2016	Voided	Payment ma	04/01/2016	STATE BOARD OF EQUALIZATION	\$120.
	Invoice		Date	Description		Amount
	BOE033016		03/23/2016	sales tax on sports equipment and rain barrels		\$120.13

Attachment: 04-01-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/01/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transaction Amount
83243	04/01/2016	Open			T&T PAVEMENT MARKINGS	\$1,990.7
	Invoice		Date	Description		Amount
	2016205		03/30/2016	Traffic paint 1310 - Gas Tax Fund		\$1,990.72
83244	04/01/2016	Open			ULINE	\$230.4
	Invoice		Date	Description		Amount
	75008236		03/02/2016	Hand truck and mailing tubes for evidence room		\$230.47
83245	04/01/2016	Open			UNITED PARCEL SERVICE	\$11.8
	Invoice		Date	Description		Amount
	954791116		03/12/2016	shipping		\$11.83
83246	04/01/2016	Open			WESTERN EXTERMINATOR COMPANY	\$104.0
	Invoice		Date	Description		Amount
	3927661		02/29/2016	February City Hall - rodent control		\$52.00
	3927662		02/29/2016	February turnouts - rodent control		\$52.00
83247	04/01/2016	Open			Andrea Pereiro	\$33.0
	Invoice		Date	Description		Amount
	2016-00000696		03/25/2016	Refund Cite 243974		\$33.00
83248	04/01/2016	Open			Central Coast CISM Team	\$262.5
	Invoice		Date	Description		Amount
	2004761		03/02/2016	Debriefing for suicide case		\$262.50
83249	04/01/2016	Open			Elizabeth Smart	\$14.0
	Invoice		Date	Description		Amount
	2016-00000697		03/25/2016	Refund cite 155126951		\$14.00
83250	04/01/2016	Open			Jennifer O'Neil	\$86.0
	Invoice		Date	Description		Amount
	2016-00000693		03/25/2016	Refund cite 166123827		\$86.00
83251	04/01/2016	Open			Nafisa Lillie	\$31.0
	Invoice		Date	Description		Amount
	2016-00000698		03/08/2016	refund cite 166125290		\$31.00
83252	04/01/2016	Open			Nooran Beheshita/Ahmad Jawid	\$67.0
	Invoice		Date	Description		Amount
	2016-00000694		03/25/2016	refund cite 14138889		\$67.00
83253	04/01/2016	Open			Rose Scianna	\$96.0
	Invoice		Date	Description		Amount
	2016-00000691		03/25/2016	Refund cite 244444		\$96.00
83254	04/01/2016	Open			Stanley Caplan or Todd Caplan	\$72.0
	Invoice		Date	Description		Amount
	2016-00000695		03/25/2016	refund cite 155125253		\$72.00

Attachment: 04-01-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/01/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transaction Amount
83255	04/01/2016	Open			Susan McDermott	\$36.0
	Invoice		Date	Description		Amount
	2016-00000692		03/25/2016	Refund cite 166125148		\$36.00
83256	04/01/2016	Open			Mackenzie and Albritton LLP	\$9.0
	Invoice		Date	Description		Amount
	Mackenzie040116		04/01/2016	Public records act request partial refund for document copies 2210 - ISF - Stores Fund		\$9.00
Type Check Totals:						\$128,515.6

<u>EFT</u>						
249	03/31/2016	Open			STATE BOARD OF EQUALIZATION	\$120.1
	Invoice		Date	Description		Amount
	BOE033116		03/31/2016	Sales tax on rain barrels and sports equipment		\$120.13
250	04/01/2016	Open			STATE DISBURSEMENT UNIT	\$1,117.8
	Invoice		Date	Description		Amount
	E0G6BHD6657		04/01/2016	Garnishment PPE 03-26-16 1001 - Payroll Payables		\$1,117.84
Type EFT Totals:						\$1,237.9

CITY - Main City Totals

	Counts:	Total:
Checks	56	\$128,395.4
EFTs	2	\$1,237.9
All	58	\$129,633.4
WELLS - Payroll Totals		
Checks	10	\$3,714.2
EFTs	89	\$142,444.7
All	99	\$146,158.9
Grand Totals:		
Checks	66	\$132,109.6
EFTs	91	\$143,682.7
All	157	\$275,792.4

Attachment: 04-01-16 City Check Register (1285 : Approval of City Check Registers)


Accounts payable checks dated 04/08/16 and numbered 83257 to 83312 totaling \$105,165.06, plus 2 efts totaling \$31014.97, for a total disbursement of \$136,180.03, have been reviewed and authorized for distribution by the City Manager.

As of 04/08/2016 the unaudited cash balance is \$4,559,637.46.

CASH POSITION - CITY OF CAPITOLA 04/08/2016

	<u>Net Balance</u>
General Fund	(\$81,719.45)
Payroll Payables	\$93,964.27
Contingency Reserve Fund	\$1,848,645.66
PERS Contingency Fund	\$150,000.00
Facilities Reserve Fund	\$154,870.00
Capital Improvement Fund	\$1,871,049.62
Stores Fund	\$26,718.25
Information Technology Fund	\$106,598.01
Equipment Replacement	\$91,308.99
Self Insurance Liability Fund	\$133,530.14
Worker's Comp. Ins. Fund	\$171,601.79
Compensated Absences Fund	(\$6,929.82)
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$4,559,637.46</u></u>

The Emergency Reserve Fund Balance is \$1,155,705.54 (not included above).



 Jamie Goldstein, City Manager

04/08/2016

 Date

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transaction Amount
83257	04/08/2016	Open			ADT SECURITY SERVICES INC.	\$57.9
	Invoice		Date	Description		Amount
	4182016		03/28/2016	Corp. yard security services April - May		\$57.99
83258	04/08/2016	Open			BAY AREA BARRICADE SERVICE INC.	\$1,282.4
	Invoice		Date	Description		Amount
	0336486-in		03/31/2016	Traffic cones and barricades 1310 - Gas Tax Fund		\$1,282.47
83259	04/08/2016	Open			BIG CREEK LUMBER	\$35.0
	Invoice		Date	Description		Amount
	543172		04/01/2016	Wood for street painting		\$35.01
83260	04/08/2016	Open			BOBBY'S PIT STOP INC.	\$334.2
	Invoice		Date	Description		Amount
	0347639		04/05/2016	smog inspection 2006 Ford F250 super duty		\$40.75
	0347543		03/29/2016	smog inspection 2006 Ford crown victoria		\$40.75
	0347544		03/29/2016	smog inspection 2004 Chevy tahoe		\$49.00
	0347510		03/28/2016	smog inspection 1997 Ford F350		\$40.75
	0347602		04/01/2016	smog inspection 2007 Ford crown victoria		\$40.75
	0347460		03/23/2016	smog inspection 1999 F250		\$40.75
	0347463		03/23/2016	smog inspection 2009 Ford crown victoria		\$40.75
	0347652		04/06/2016	smog inspection 1999 Ford F250 3/4 Ton		\$40.75
83261	04/08/2016	Open			BRINKS AWARDS & SIGNS	\$579.4
	Invoice		Date	Description		Amount
	76814		03/25/2016	Awards for Capitola JG Comp		\$579.42
83262	04/08/2016	Open			CALIFORNIA COAST UNIFORM COMPANY	\$77.7
	Invoice		Date	Description		Amount
	5028		03/14/2016	Explorer uniform for Peterson		\$18.00
	5050		03/23/2016	uniform for Dally		\$59.76
83263	04/08/2016	Open			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,653.0
	Invoice		Date	Description		Amount
	POA040416		04/01/2016	POA dues and gym dues PPE 03-26-16 1001 - Payroll Payables		\$1,653.00
83264	04/08/2016	Open			CRYSTAL SPRINGS WATER CO.	\$187.5
	Invoice		Date	Description		Amount
	CSW033116		03/31/2016	Monthly Drinking Water		\$187.50
83265	04/08/2016	Open			D & G SANITATION	\$54.2
	Invoice		Date	Description		Amount
	229964		03/31/2016	Temporary fencing		\$54.25
83266	04/08/2016	Open			DAVID SCOTT COBABE	\$1,731.1
	Invoice		Date	Description		Amount
	COBABE040116		04/01/2016	Early Spring Instructor Payment 2016		\$1,731.10

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transaction Amount
83267	04/08/2016	Open			DIXON AND SON INC.	\$1,370.5
	Invoice		Date	Description		Amount
	198198		03/24/2016	tow and flat repair		\$105.13
	198196		03/24/2016	tow and flat repair		\$145.50
	198398		04/05/2016	tires and repair		\$1,119.87
83268	04/08/2016	Open			ED MORRISON	\$3,360.0
	Invoice		Date	Description		Amount
	09		04/05/2016	March PW Inspections 15/16		\$3,360.00
83269	04/08/2016	Open			FERGUSON ENTERPRISES INC.	\$410.6
	Invoice		Date	Description		Amount
	4632514		03/23/2016	Wharf clamp 1311 - Wharf Fund		\$410.67
83270	04/08/2016	Open			FLYERS ENERGY LLC	\$2,010.2
	Invoice		Date	Description		Amount
	16-227255		03/22/2016	278 gallons ethanol		\$805.12
	16-227256		03/22/2016	185 gallons diesel		\$407.26
	16-230120		03/25/2016	201 gallons ethanol		\$563.50
	16-230121		03/28/2016	105 gallons diesel		\$234.40
83271	04/08/2016	Open			FREDERIC CHARLEBOIS	\$581.9
	Invoice		Date	Description		Amount
	CHARLEBOIS040116		04/01/2016	Early Spring Instructor Payment 2016		\$581.90
83272	04/08/2016	Open			GEORGE McMENAMIN	\$637.5
	Invoice		Date	Description		Amount
	45		04/05/2016	Riparian Restoration 15/16		\$637.50
83273	04/08/2016	Open			HELD, THOMAS	\$825.0
	Invoice		Date	Description		Amount
	Held032316		03/23/2016	Education reimbursement T. Held		\$825.00

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transactio Amou
83274	04/08/2016	Open			HOME DEPOT CREDIT SERVICES	\$808.1
	Invoice		Date	Description		Amount
	0561081		03/09/2016	Tester, wire connectors, tools		\$31.30
	0021361		03/09/2016	Pipe and fittings		\$81.82
	8012646		03/11/2016	Cleaning supplies		\$53.17
	5022016		03/14/2016	Propane		\$21.62
	2053058		03/17/2016	Field supplies		\$35.66
	9020024		02/29/2016	plumb bob and line, measuring tape, tester		\$44.26
	8053553		03/21/2016	Street painting supplies		\$170.13
	5213326		03/24/2016	hand truck tires, cotter pins		\$67.06
	0014954		03/29/2016	Wire brushes		\$76.76
	0573888		03/29/2016	Wrenches		\$24.64
	0054548		03/29/2016	Squeegee		\$24.17
	9221527		03/30/2016	Painting cart		\$80.95
	9221526		03/30/2016	Mortar and gloves		\$28.88
	8043191		03/31/2016	Power bit, brushes, paint respirator		\$51.98
	8221536		03/31/2016	Brush		\$15.76
				1000 - General Fund	\$706.76	
				1311 - Wharf Fund	\$101.40	
83275	04/08/2016	Open			HOSE SHOP	\$83.1
	Invoice		Date	Description		Amount
	385980		03/30/2016	Hose, T-bolt clamp		\$83.33
83276	04/08/2016	Open			ICMA RETIREMENT TRUST 457	\$4,542.0
	Invoice		Date	Description		Amount
	41152307		04/01/2016	457 contributions PPE 03-26-16		\$4,542.01
				1001 - Payroll Payables		
83277	04/08/2016	Open			INTERSTATE BATTERY SYSTEMS OF SAN JOSE	\$242.1
	Invoice		Date	Description		Amount
	50255779		03/30/2016	car batteries		\$242.35
83278	04/08/2016	Open			INTERWEST CONSULTING GROUP INC.	\$343.1
	Invoice		Date	Description		Amount
	26320		03/23/2016	February plan review services		\$343.37
83279	04/08/2016	Open			JAQUA OF CALIFORNIA	\$1,984.6
	Invoice		Date	Description		Amount
	1491		03/28/2016	Memorial benches (5)		\$1,984.69
				1311 - Wharf Fund		
83280	04/08/2016	Open			KBA Docusys Inc.	\$977.1
	Invoice		Date	Description		Amount
	INV424359		04/01/2016	Kyocera P6130cdn contract overage and supply shipping		\$170.80
	INV424360		04/01/2016	Kyocera/TA6551CI monthly contract		\$772.90
	INV424361		04/01/2016	Canon IR 1750 contract base rate and supply shipping		\$33.43
				1000 - General Fund	\$33.43	
				2210 - ISF - Stores Fund	\$772.90	
				2211 - ISF - Information Technology	\$170.80	

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transaction Amount
83281	04/08/2016	Open			KELLY MOORE PAINT COMPANY INC.	\$502.00
	Invoice		Date	Description		Amount
	803-00000635603		03/29/2016	Shop painting supplies		\$203.18
	803-00000635912		03/30/2016	Street painting supplies		\$298.83
83282	04/08/2016	Open			LABORMAX STAFFING	\$993.46
	Invoice		Date	Description		Amount
	26-59635		04/01/2016	Seasonal labor		\$993.46
83283	04/08/2016	Open			LLOYDS TIRE SERVICE	\$25.00
	Invoice		Date	Description		Amount
	302209		04/01/2016	flat repair		\$25.00
83284	04/08/2016	Open			MBS BUSINESS SYSTEMS	\$1,134.59
	Invoice		Date	Description		Amount
	269129		03/31/2016	PD copier quarterly contract charges		\$1,134.59
83285	04/08/2016	Open			MID COUNTY AUTO SUPPLY	\$2,434.76
	Invoice		Date	Description		Amount
	456174		03/11/2016	relay		\$45.14
	455884		03/09/2016	oil filter, air filter, brake pads, rotor		\$223.16
	455760		03/08/2016	hose clamps		\$21.54
	455696		03/07/2016	heater hoses, connectors		\$76.52
	455742		03/08/2016	connector		\$10.31
	456499		03/15/2016	fuel filter, air filter, shoes, hardware kit, cylinder, drums		\$159.06
	456667		03/16/2016	serpentine belt		\$30.52
	456553		03/15/2016	hi heat cast iron		\$8.48
	454969		03/01/2016	relay		\$47.96
	454970		03/01/2016	oxygen sensor		\$89.14
	458305		03/30/2016	oil filters, air filters		\$168.42
	458412		03/31/2016	rotors, brake pads		\$194.96
	458306		03/30/2016	fuel filter		\$13.05
	458289		03/30/2016	air filter		\$91.22
	458419		03/31/2016	rotor turn service		\$40.00
	458002		03/28/2016	water pump, gasket, thermostat		\$87.02
	458046		03/28/2016	twist lock, 9110-1 norton		\$19.88
	457642		03/24/2016	control arms, filters, ball joint, lever spring		\$305.95
	457789		03/25/2016	air filter, fuel filter		\$24.33
	457253		03/21/2016	oil filter, air filter		\$233.49
	458850		04/04/2016	brake rotor, rotor turn service 2006 F250		\$309.98
	458832		04/04/2016	wheel seal, rotor turn service, pad		\$156.66
	458496		03/31/2016	Paint rig supplies		\$30.00
	458498		03/31/2016	Grit hone, brake line		\$47.48

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City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transactio Amou
83286	04/08/2016	Open			MISSION LINEN SUPPLY	\$823.1
	Invoice		Date	Description		Amount
	502008463		03/02/2016	Linen service		\$91.83
	502079899		03/14/2016	Community Center rugs & mops		\$63.65
	502052767		03/09/2016	Linen service		\$69.35
	502099073		03/16/2016	Linen service		\$91.83
	502008462		03/02/2016	linen service, shop towels		\$31.80
	502052766		03/09/2016	linen service, shop towels		\$31.80
	502099072		03/16/2016	linen service, shop towels		\$31.80
	501920207		02/17/2016	linen service, shop towels		\$31.80
	502034735		03/07/2016	Mat service for police department		\$45.39
	502170989		03/28/2016	Mats & mops for community center		\$63.65
	502144775		03/23/2016	Linen service		\$69.35
	502124048		03/21/2016	Mat service		\$45.39
	502190517		03/30/2016	Linen & mat service, towels		\$91.83
	502190516		03/30/2016	linen service, shop towels		\$31.80
	502144774		03/23/2016	linen service, shop towels		\$31.80
83287	04/08/2016	Open			MISSION PRINTERS	\$170.1
	Invoice		Date	Description		Amount
	52779		03/31/2016	volunteer dinner invitation		\$170.64
83288	04/08/2016	Open			NANCY HOWELLS	\$279.1
	Invoice		Date	Description		Amount
	Howells040116		04/01/2016	Early Spring Instructor Payment 2016		\$279.50
83289	04/08/2016	Open			NORTH BAY FORD	\$338.1
	Invoice		Date	Description		Amount
	254406		03/25/2016	key		\$14.41
	307792		04/05/2016	2000 Ford F150 electrical repairs		\$324.17

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transacti Amot
83290	04/08/2016	Open			ORCHARD SUPPLY HARDWARE	\$1,144.
	Invoice		Date	Description		Amount
	047415		03/10/2016	Bolts		\$3.28
	047529		03/11/2016	Gloves		\$25.81
	061160		03/14/2016	Painting supplies		\$5.67
	022362		03/16/2016	Blower, power bit, adapters		\$222.80
	022215		03/15/2016	Wipes		\$4.12
	061241		03/16/2016	Graffiti paint		\$7.62
	061431		03/18/2016	Graffiti supplies		\$35.08
	023597		03/21/2016	Gloves - Lance		\$12.39
	058003		03/21/2016	Painting tool - Cooper		\$20.65
	023737		03/22/2016	Planters and soil		\$212.55
	058133		03/22/2016	Carriage bolts - Esplanade Park fence		\$6.32
	032295		03/22/2016	Wedge anchors		\$28.67
	058059		03/21/2016	nuts and bolts		\$30.16
	056600		03/07/2016	connectors		\$6.37
	055961		03/04/2016	nuts bolts and washers		\$5.39
	058433		03/23/2016	Fence hardware		\$57.31
	024023		03/24/2016	Yellow paint		\$9.90
	024856		03/28/2016	Grommet set		\$15.48
	025048		03/29/2016	Roller mop		\$18.59
	0033681		03/26/2016	mesh gloves, pliers		\$28.91
	040071		03/24/2016	Memorial bench supplies		\$66.13
	041442		03/30/2016	Wedge anchors		\$37.54
	034322		03/30/2016	Concrete cleaner		\$12.18
	025643		04/01/2016	Hose		\$61.98
	042016		04/01/2016	Graffiti paint		\$9.07
	059926		04/01/2016	Rose spray		\$9.29
	042821		04/04/2016	Cultivator		\$20.65
	043241		04/05/2016	Hose, weeder		\$41.51
	043352		04/05/2016	Memorial bench supplies		\$70.35
	025056		03/29/2016	gorilla glue, wrench		\$58.36
				1000 - General Fund	\$1,078.00	
				1311 - Wharf Fund	\$66.13	
83291	04/08/2016	Open			PACIFIC GAS & ELECTRIC	\$400
	Invoice		Date	Description		Amount
	0007523291-8		03/30/2016	street light shields		\$400.00
				1310 - Gas Tax Fund		
83292	04/08/2016	Open			PACIFIC MONARCH	\$2,550.
	Invoice		Date	Description		Amount
	47073		03/31/2016	Regionals 2016 bus deposit		\$1,250.00
	47074		03/31/2016	Regionals 2016 bus deposit		\$1,300.00

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transactio Amou
83293	04/08/2016	Open			PALACE OFFICE SUPPLIES	\$509.0
	Invoice		Date	Description		Amount
	363204-0		03/23/2016	office supplies		\$168.39
	363978-0		03/30/2016	office supplies		\$240.75
	9256139-0		04/01/2016	museum supplies		\$18.25
	363472-0		03/29/2016	Office supplies		\$162.79
	364560-0		04/04/2016	binders, paper, pens		\$47.07
	364834-0		04/05/2016	pens, markers		\$24.54
	C353180-0		01/25/2016	Return letter index		(\$5.15)
	C359638-0		03/04/2016	Return picture frames		(\$86.73)
	C304313-0		02/16/2015	Return wrist rest x2		(\$60.66)
				1000 - General Fund	\$366.73	
				2210 - ISF - Stores Fund	\$142.52	
83294	04/08/2016	Open			PAPE MACHINERY	\$1,185.0
	Invoice		Date	Description		Amount
	9869007		03/31/2016	bulbs		\$63.55
	9867114		03/31/2016	parts		\$1,121.58
83295	04/08/2016	Open			PHOENIX GROUP INFORMATION SYSTEMS	\$1,504.91
	Invoice		Date	Description		Amount
	022016070		03/28/2016	Feb 2016 citation processing		\$1,504.91
83296	04/08/2016	Open			ROYAL WHOLESALE ELECTRIC	\$239.0
	Invoice		Date	Description		Amount
	7719-602413		03/28/2016	Electrical supplies		\$73.70
	7719-602681		03/30/2016	Electrical supplies		\$35.89
	7719-602692		03/31/2016	Electrical supplies		\$130.37
83297	04/08/2016	Open			SAN LORENZO LUMBER	\$790.0
	Invoice		Date	Description		Amount
	55-0154899		03/03/2016	Wood - B&V I Parking lot fence		\$348.31
	55-0156006		03/08/2016	Scratch pad		\$5.39
	55-0155953		03/08/2016	Field marking chalk		\$282.48
	55-0159322		03/22/2016	Bosch bit		\$51.62
	55-0159599		03/22/2016	Fence cap - Esplanade fence		\$73.06
	55-0160064		03/24/2016	Carrige bolts		\$5.80
	55-0160065		03/24/2016	Wood		\$23.92
83298	04/08/2016	Open			SANTA CRUZ REGIONAL 911	\$32,558.00
	Invoice		Date	Description		Amount
	SCR911-031516		03/15/2016	SC Regional 911 capital/debt service		\$32,558.00
83299	04/08/2016	Open			SOQUEL CREEK WATER DISTRICT	\$3,031.58
	Invoice		Date	Description		Amount
	SCWD032216		03/22/2016	Monthly water usage and irrigation fees		\$3,031.58
				1000 - General Fund	\$2,659.71	
				1311 - Wharf Fund	\$371.87	
83300	04/08/2016	Open			SOQUEL NURSERY GROWERS INC.	\$55.1
	Invoice		Date	Description		Amount

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transactio Amou
	330908		04/01/2016	Plants for pac cove/city hall		\$55.18
83301	04/08/2016	Open			SPECTRUM BUSINESS	\$3,140.61
	Invoice		Date	Description		Amount
	SB031916		03/19/2016	March internet services		\$3,140.61
				1000 - General Fund	\$1,154.68	
				2211 - ISF - Information Technology	\$1,985.93	
83302	04/08/2016	Open			STEPFORD INC	\$5,000.00
	Invoice		Date	Description		Amount
	1601248		03/20/2016	May 2016 tech support service		\$5,000.00
				2211 - ISF - Information Technology		
83303	04/08/2016	Open			SUMMIT UNIFORMS	\$1,629.54
	Invoice		Date	Description		Amount
	29937		02/26/2016	uniform vest Farotte		\$814.54
	29938		02/26/2016	Uniform vest Evans		\$814.54
83304	04/08/2016	Open			SUPPLYWORKS	\$995.75
	Invoice		Date	Description		Amount
	362625881		03/25/2016	Cleaning supplies		\$995.75
83305	04/08/2016	Open			T MOBILE	\$3,475.05
	Invoice		Date	Description		Amount
	TM033116		03/31/2016	Monthly cell phone usage		\$3,475.05
83306	04/08/2016	Open			T&T PAVEMENT MARKINGS	\$3,942.14
	Invoice		Date	Description		Amount
	2016214		04/01/2016	Signs		\$2,450.89
	2016215		04/01/2016	Posts		\$1,491.14
				1310 - Gas Tax Fund		
83307	04/08/2016	Open			UNITED PARCEL SERVICE	\$17.27
	Invoice		Date	Description		Amount
	0000954791136		03/26/2016	shipping		\$17.27
83308	04/08/2016	Open			UNITED STATES POSTAL SERVICE	\$5,100.00
	Invoice		Date	Description		Amount
	6798		04/04/2016	Postage for mailing of Summer brochure		\$5,100.00
83309	04/08/2016	Open			US BANK PARS	\$222.26
	Invoice		Date	Description		Amount
	PARS040416		04/01/2016	PARS contributions PPE 03-26-16		\$222.26
				1001 - Payroll Payables		
83310	04/08/2016	Open			WATSONVILLE BLUEPRINT	\$626.48
	Invoice		Date	Description		Amount
	60059		03/31/2016	Plans for McGregor Park copying, binding		\$139.17
	59831		03/22/2016	scan, rebinding, indexing, file transfer		\$487.48
				1200 - Capital Improvement Fund	\$139.17	
				1317 - Technology Fee Fund	\$487.48	

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/08/2016

Check#	Invoice#	Status	Invoice Date	Description	Payee Name	Transactio Amou
83311	04/08/2016	Open			WEBER HAYES & ASSOCIATES INC.	\$6,156.1
	Invoice		Date	Description		Amount
	10663		12/17/2015	Monterey skate park phase i/ii ESA		\$6,156.88
83312	04/08/2016	Open			City of Gonzales	\$20.1
	Invoice		Date	Description		Amount
	COG032516		03/18/2016	MBA Managers' Group meeting -Jaime Goldstein		\$20.00
Type Check Totals:						\$105,165.1

<u>EFT</u>						
252	04/05/2016	Open			EMPLOYMENT DEVELOPMENT DEPT	\$5,956.1
	Invoice		Date	Description		Amount
	1-544-690-816		04/05/2016	State Tax Deposit PPE 03-26-16 1001 - Payroll Payables		\$5,956.31
253	04/05/2016	Open			INTERNAL REVENUE SERVICE	\$25,058.1
	Invoice		Date	Description		Amount
	270649674077052		04/05/2016	Federal tax deposit PPE 03-26-16 1001 - Payroll Payables		\$25,058.66
Type EFT Totals:						\$31,014.1

CITY - Main City Totals

	Counts:	Totals:
Checks	56	\$105,165.1
EFTs	2	\$31,014.1
All	58	\$136,180.1

Attachment: 04-08-16 City Check Register (1285 : Approval of City Check Registers)

Accounts payable checks dated 04/15/16 and numbered 83313 to 83360 totaling \$412,843.96, 1 eft totaling \$45,605.33, plus 9 payroll checks and 85 payroll efts totaling \$144,686.11, for a total disbursement of \$603,135.40, have been reviewed and authorized for distribution by the City Manager.

As of 04/15/2016 the unaudited cash balance is \$4,431,310.17.

CASH POSITION - CITY OF CAPITOLA 04/15/2016

	<u>Net Balance</u>
General Fund	(\$52,645.97)
Payroll Payables	\$158,154.27
Contingency Reserve Fund	\$1,848,645.66
PERS Contingency Fund	\$150,000.00
Facilities Reserve Fund	\$154,870.00
Capital Improvement Fund	\$1,649,631.35
Stores Fund	\$26,545.75
Information Technology Fund	\$106,598.01
Equipment Replacement	\$91,308.99
Self Insurance Liability Fund	\$133,530.14
Worker's Comp. Ins. Fund	\$171,601.79
Compensated Absences Fund	(\$6,929.82)
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$4,431,310.17</u></u>

The Emergency Reserve Fund Balance is \$1,155,705.54 (not included above).



 Jamie Goldstein, City Manager

04/15/2016
 Date

Attachment: 04-15-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/15/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transactio Amou
83313	04/15/2016	Open			ALLSAFE LOCK COMPANY	\$4.1
	Invoice		Date	Description		Amount
	48197		04/11/2016	Keys		\$4.87
83314	04/15/2016	Open			AMERICAN TRAFFIC SOLUTIONS, INC.	\$43,381.7
	Invoice		Date	Description		Amount
	INV00021970		03/31/2016	July-December red light enforcement		\$43,381.70
83315	04/15/2016	Open			CA DEPARTMENT OF JUSTICE	\$32.0
	Invoice		Date	Description		Amount
	158338		04/06/2016	fingerprinting		\$32.00
83316	04/15/2016	Open			CALE AMERICA INC.	\$1,711.0
	Invoice		Date	Description		Amount
	139873		03/29/2016	March CALE parking meters		\$1,711.00
83317	04/15/2016	Open			CALIFORNIA COAST UNIFORM COMPANY	\$147.8
	Invoice		Date	Description		Amount
	5085		04/04/2016	uniform for Sloma		\$147.85
83318	04/15/2016	Open			EMBROIDERY WORKS	\$1,493.8
	Invoice		Date	Description		Amount
	16-4092		03/30/2016	Junior guard patches (1,500)		\$1,493.85
83319	04/15/2016	Open			FLYERS ENERGY LLC	\$22.1
	Invoice		Date	Description		Amount
	CFS1199821		03/31/2016	fuel for sacramento trip for gun control		\$22.53
83320	04/15/2016	Open			FRED C. BEYERS	\$132.0
	Invoice		Date	Description		Amount
	Beyers040816		04/12/2016	Softball Officials		\$132.00
83321	04/15/2016	Open			GARDAWORLD	\$120.1
	Invoice		Date	Description		Amount
	10197043		04/01/2016	April armored transportaion service		\$120.15
83322	04/15/2016	Open			HOME DEPOT CREDIT SERVICES	\$295.7
	Invoice		Date	Description		Amount
	4890184		02/24/2016	Black super		\$107.66
	12394		03/09/2016	Holesaw		\$71.36
	0016425		04/08/2016	Paint scrapppers		\$7.56
	6592169		04/12/2016	Grinding wheels for floating docks		\$66.25
	7891056		01/12/2016	Foam for front window of PD		\$42.93
				1000 - General Fund	\$229.51	
				1311 - Wharf Fund	\$66.25	
83323	04/15/2016	Open			HUMBOLDT PETROLEUM LLC	\$32.1
	Invoice		Date	Description		Amount
	085440		03/31/2016	Vehicle car washing		\$32.50

Attachment: 04-15-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/15/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83324	04/15/2016	Open			KELLY MOORE PAINT COMPANY INC.	\$64.1
	Invoice		Date	Description		Amount
	803-00000637370		04/08/2016	Spray tips		\$58.05
	803-00000637371		04/08/2016	Sand paper		\$6.46
83325	04/15/2016	Open			LABORMAX STAFFING	\$1,823.1
	Invoice		Date	Description		Amount
	26-59887		04/08/2016	Seasonal labor		\$1,823.36
83326	04/15/2016	Open			LANGUAGE LINE SERVICES INC	\$12.1
	Invoice		Date	Description		Amount
	3809918		03/31/2016	Over the phone interpretaion		\$12.22
83327	04/15/2016	Open			LOOMIS	\$137.4
	Invoice		Date	Description		Amount
	11783757		03/31/2016	March armored car service		\$137.43
83328	04/15/2016	Open			METRO MOBILE COMMUNICATIONS	\$709.9
	Invoice		Date	Description		Amount
	37803		02/22/2016	Motorcyle helmet for Weagle		\$709.91
83329	04/15/2016	Open			PALACE OFFICE SUPPLIES	\$106.1
	Invoice		Date	Description		Amount
	364441-0		04/01/2016	office supplies		\$106.13
83330	04/15/2016	Open			PHILLIPS PET FOOD & SUPPLIES	\$454.1
	Invoice		Date	Description		Amount
	CD12836895		04/05/2016	K-9 supplies		\$454.35
83331	04/15/2016	Open			SANTA CRUZ COUNTY ANIMAL SHELTER	\$5,500.0
	Invoice		Date	Description		Amount
	15/16-4CAP		04/05/2016	Quarterly animal shelter services		\$5,500.00
83332	04/15/2016	Open			SANTA CRUZ COUNTY OFFICE OF EDUCATION	\$30.0
	Invoice		Date	Description		Amount
	16279		04/06/2016	fingerprinting		\$30.00
83333	04/15/2016	Open			SHARON LACY	\$234.0
	Invoice		Date	Description		Amount
	Lacy040816		04/11/2016	Late Spring Instructor Payment		\$234.00
83334	04/15/2016	Open			SOUTH BAY REGIONAL TRAINING	\$3,392.0
	Invoice		Date	Description		Amount
	216396		04/06/2016	Police academy for Z. Currier		\$3,392.00
83335	04/15/2016	Open			SUMMIT UNIFORMS	\$1,712.8
	Invoice		Date	Description		Amount
	30038		03/02/2016	Patrol bag, name tag, baton, baton holder for Currier		\$107.66
	30030		03/02/2016	Uniform and equipment for Z. Currier		\$1,605.15

Attachment: 04-15-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/15/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83336	04/15/2016	Open			SUPPLYWORKS	\$2,031.91
	Invoice		Date	Description		Amount
	363458050		04/05/2016	Cleaning supplies		\$2,031.91
83337	04/15/2016	Open			TMT ENTERPRISES INC.	\$1,707.94
	Invoice		Date	Description		Amount
	84029		03/31/2016	24 tons of pacbell mix for Jade St. park		\$1,707.94
83338	04/15/2016	Open			UNITED PARCEL SERVICE	\$28.21
	Invoice		Date	Description		Amount
	0000954791156		04/09/2016	shipping		\$28.21
83339	04/15/2016	Open			WESTERN EXTERMINATOR COMPANY	\$52.00
	Invoice		Date	Description		Amount
	3999049		03/31/2016	March turnouts - rodent control		\$52.00
83340	04/15/2016	Open			ZUMAR INDUSTRIES INC.	\$467.08
	Invoice		Date	Description		Amount
	0164237		04/06/2016	No Right Turn On Red signs		\$191.09
	0164265		04/08/2016	Wharf Signs		\$276.08
				1310 - Gas Tax Fund	\$191.09	
				1311 - Wharf Fund	\$276.08	
83341	04/15/2016	Open			David Arrizon	\$72.00
	Invoice		Date	Description		Amount
	Arrizon155124758		04/07/2016	Refund cite 155124758		\$72.00
83342	04/15/2016	Open			DCSS State Disbursement Unit	\$293.00
	Invoice		Date	Description		Amount
	2016-00000725		03/24/2016	Writ of Execution, Case #DFL024050, Michael S. Day		\$293.00
83343	04/15/2016	Open			Margaret Gibson	\$84.60
	Invoice		Date	Description		Amount
	2002534.002		04/12/2016	Class refund		\$84.60
83344	04/15/2016	Open			Terri Locke	\$72.90
	Invoice		Date	Description		Amount
	2002530.002		04/08/2016	Class refund		\$72.90
83345	04/15/2016	Open			William McClintock	\$36.00
	Invoice		Date	Description		Amount
	155128205		04/07/2016	Refund cite 155128205		\$36.00
83346	04/15/2016	Open			AMY FERRASCI-HARP	\$1,265.00
	Invoice		Date	Description		Amount
	58		04/05/2016	March BIA website and advertising		\$1,265.00
				1321 - BIA - Capitola Village-Wharf BIA		

Attachment: 04-15-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/15/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83347	04/15/2016	Open			ATCHISON BARISONE & CONDOTTI	\$30,536.1
	Invoice		Date	Description		Amount
	ABC041416		04/06/2016	March legal services		\$30,536.78
83348	04/15/2016	Open			BEAR ELECTRICAL SOLUTIONS INC.	\$30,970.0
	Invoice		Date	Description		Amount
	3228		03/31/2016	March traffic signal maintenance-RESPONSE		\$394.00
	3197		03/31/2016	Lighted Crosswalk & RRFB Options-Capitola Rd/42nd Ave		\$29,960.00
	3207		03/31/2016	March traffic signal maintenance-ROUTINE 1310 - Gas Tax Fund		\$616.00
83349	04/15/2016	Open			BOWMAN & WILLIAMS INC.	\$4,832.1
	Invoice		Date	Description		Amount
	10101		04/05/2016	Construction staking Stockton Ave.		\$2,357.50
	10119		04/05/2016	Stockton Ave. sidewalk - principal engineer on-site 1200 - Capital Improvement Fund		\$2,475.00
83350	04/15/2016	Open			COASTAL WATERSHED COUNCIL	\$1,101.5
	Invoice		Date	Description		Amount
	1476		04/08/2016	First Flush Jan-March 2016 professional services		\$1,101.50
83351	04/15/2016	Open			Division of the State Architect	\$183.0
	Invoice		Date	Description		Amount
	DSA041116		03/31/2016	Quarterly disability access and education fee		\$183.00
83352	04/15/2016	Open			EARTHWORKS PAVING CONTRACTORS INC	\$178,520.1
	Invoice		Date	Description		Amount
	1893		03/31/2016	McGregor Park Progress Payment #3 1200 - Capital Improvement Fund		\$178,520.77
83353	04/15/2016	Open			KIMLEY-HORN AND ASSOCIATES INC.	\$850.0
	Invoice		Date	Description		Amount
	7529541		02/29/2016	#16-015 1501 41st Ave. Kings Plaza parking study		\$850.00
83354	04/15/2016	Open			NICHOLS CONSULTING ENGINEERS CHTD	\$28,230.0
	Invoice		Date	Description		Amount
	303055506		03/23/2016	Contract services - pavement management program 1200 - Capital Improvement Fund		\$28,230.00
83355	04/15/2016	Open			PREFERRED BENEFIT INSURANCE ADMIN.	\$5,992.1
	Invoice		Date	Description		Amount
	EIA17094		04/01/2016	April dental and vision insurance 1001 - Payroll Payables		\$5,992.70
83356	04/15/2016	Open			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$8,560.0
	Invoice		Date	Description		Amount
	SCCAC041416		04/06/2016	March citation processing		\$8,560.00
83357	04/15/2016	Open			SANTA CRUZ COUNTY CONFERENCE & VISITORS COL	\$42,444.5
	Invoice		Date	Description		Amount
	SCCCVC041116		03/31/2016	3rd QTR FY15/16 TMD		\$42,444.52

Attachment: 04-15-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/15/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transactio Amou
83358	04/15/2016	Open			SOQUEL CREEK WATER DISTRICT	\$9,835.00
	Invoice		Date	Description		Amount
	1495811		04/07/2016	McGregor Park water meter 1200 - Capital Improvement Fund		\$9,835.00
83359	04/15/2016	Open			SOQUEL UNION ELEMENTARY SCHOOL DISTRICT	\$1,810.93
	Invoice		Date	Description		Amount
	16-17		03/24/2016	County sewer charges for Jade St. restrooms & community center		\$1,810.93
83360	04/15/2016	Open			UNITED STATES POSTAL SERVICE	\$1,315.00
	Invoice		Date	Description		Amount
	USPS041416		04/08/2016	Bulk mail permit renewal and newsletter postage 1000 - General Fund \$1,100.00 2210 - ISF - Stores Fund \$215.00		\$1,315.00
Type Check Totals:						\$412,843.00
<u>EFT</u>						
254	04/13/2016	Open			CalPERS Member Services Division	\$45,605.33
	Invoice		Date	Description		Amount
	PERS041316		04/13/2016	PERS Contributions PPE 03/26/16		\$45,605.33
Type EFT Totals:						\$45,605.33

	Counts:	Total:
CITY - Main City Totals		
Checks	48	\$412,843.00
EFTs	1	\$45,605.33
All	49	\$458,448.33
WELLS - Payroll Totals		
Checks	9	\$4,477.00
EFTs	85	\$140,209.00
All	94	\$144,686.00
Grand Totals:		
Checks	57	\$417,321.00
EFTs	86	\$185,814.33
All	143	\$603,135.33

Attachment: 04-15-16 City Check Register (1285 : Approval of City Check Registers)


Accounts payable checks dated 04/22/16 and numbered 83361 to 83405 totaling \$74,471.58, 4 eft totaling \$77,166.39, for a total disbursement of \$151,637.97, have been reviewed and authorized for distribution by the City Manager.

As of 04/22/2016 the unaudited cash balance is \$6,452,884.66.

CASH POSITION - CITY OF CAPITOLA 04/22/2016

	<u>Net Balance</u>
General Fund	\$1,685,785.00
Payroll Payables	\$72,449.66
Contingency Reserve Fund	\$1,848,645.66
PERS Contingency Fund	\$150,000.00
Facilities Reserve Fund	\$154,870.00
Capital Improvement Fund	\$2,020,543.87
Stores Fund	\$25,995.41
Information Technology Fund	\$104,991.96
Equipment Replacement	\$91,308.99
Self Insurance Liability Fund	\$133,622.14
Worker's Comp. Ins. Fund	\$171,601.79
Compensated Absences Fund	(\$6,929.82)
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$6,452,884.66</u></u>

The Emergency Reserve Fund Balance is \$1,155,705.54 (not included above).



 Jamie Goldstein, City Manager

04/22/2016

 Date

Attachment: 04-22-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/22/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83361	04/21/2016	Open			CCCS dba CORPORATE CONSTRUCTION SERVICES	\$62.00
	Licensee Type			Licensee Number		Transaction Type
	Business			2923		Pre-Payment
83362	04/22/2016	Open			AARON MCKINNON	\$749.74
	Invoice		Date	Description		Amount
	McKinnon040816		04/08/2016	CSLSA conference expenses		\$749.74
83363	04/22/2016	Open			ANDREW DALLY	\$333.38
	Invoice		Date	Description		Amount
	Dally040616		04/06/2016	SBSLI training expenses		\$333.38
83364	04/22/2016	Open			AT&T	\$9.23
	Invoice		Date	Description		Amount
	ATT040116		04/21/2016	April monthly telephone charges		\$9.23
				1000 - General Fund	\$4.53	
				2211 - ISF - Information Technology	\$4.70	
83365	04/22/2016	Open			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,653.00
	Invoice		Date	Description		Amount
	POA041516		04/15/2016	POA and gym dues PPE 04-09-16		\$1,653.00
				1001 - Payroll Payables		
83366	04/22/2016	Open			CLEAN BUILDING MAINTENANCE CO.	\$3,719.13
	Invoice		Date	Description		Amount
	15864		03/31/2016	March janitorial services		\$3,719.13
				1000 - General Fund	\$3,501.63	
				1311 - Wharf Fund	\$217.50	
83367	04/22/2016	Open			EXPLORE PUBLISHING INC.	\$1,000.00
	Invoice		Date	Description		Amount
	930975		03/25/2016	BIA Explore Silicon Valley advertising		\$1,000.00
				1321 - BIA - Capitola Village-Wharf BIA		
83368	04/22/2016	Open			HAINES & COMPANY INC.	\$1,021.03
	Invoice		Date	Description		Amount
	327808		04/01/2016	real estate directory		\$1,021.03
				2211 - ISF - Information Technology		
83369	04/22/2016	Open			ICMA RETIREMENT TRUST 457	\$4,542.01
	Invoice		Date	Description		Amount
	41161645		04/15/2016	457 contributions PPE 04-09-16		\$4,542.01
				1001 - Payroll Payables		
83370	04/22/2016	Open			MACKAY METERS INC	\$130.13
	Invoice		Date	Description		Amount
	1043905		03/31/2016	MacKay parking meter & credit card transaction fees		\$130.13
83371	04/22/2016	Open			MILLER'S TRANSFER & STORAGE CO.	\$328.80
	Invoice		Date	Description		Amount
	87713		04/05/2016	Monthly record storage & warehouse handling		\$328.80

Attachment: 04-22-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/22/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83372	04/22/2016	Voided	Incorrect An	04/22/2016	PACIFIC GAS & ELECTRIC	\$12,600.59
	Invoice		Date	Description		Amount
	PGE041316acct9		04/13/2016	Monthly utilities		\$13,469.37
	PGE041316acct5		04/13/2016	Pac cove parking lot utilities (climate credit)		(\$850.82)
	PGE041316acct0		04/12/2016	Wharf Road Rispin Mansion utilities (climate credit)		(\$17.96)
				1000 - General Fund	\$3,286.59	
				1300 - SLESF - Supplemental Law Enf	\$188.90	
				1310 - Gas Tax Fund	\$7,201.45	
				1311 - Wharf Fund	\$1,923.65	
83373	04/22/2016	Open			SANTA CRUZ SENTINEL	\$1,386.08
	Invoice		Date	Description		Amount
	0000956100		03/31/2016	Classified advertising, legal notices		\$1,386.08
				1000 - General Fund	\$1,087.10	
				1200 - Capital Improvement Fund	\$298.98	
83374	04/22/2016	Open			TIMES PUBLISHING GROUP	\$350.00
	Invoice		Date	Description		Amount
	7444		04/13/2016	Garage sale advertising		\$350.00
83375	04/22/2016	Open			UNITED WAY OF SANTA CRUZ COUNTY	\$50.00
	Invoice		Date	Description		Amount
	UW041516		04/15/2016	United Way contributions PPE 04-09-16		\$50.00
				1001 - Payroll Payables		
83376	04/22/2016	Open			UPEC LIUNA LOCAL 792	\$1,218.00
	Invoice		Date	Description		Amount
	UPEC041516		04/15/2016	UPEC Dues PPE 04-09-16		\$1,218.00
				1001 - Payroll Payables		
83377	04/22/2016	Open			US BANCORP EQUIPMENT FINANCE INC.	\$923.64
	Invoice		Date	Description		Amount
	301807806		04/01/2016	office equipment rental contract		\$923.64
				1000 - General Fund	\$391.32	
				2210 - ISF - Stores Fund	\$532.32	
83378	04/22/2016	Open			US BANK PARS	\$206.36
	Invoice		Date	Description		Amount
	PARS041516		04/15/2016	PARS contribution PPE 04-09-16		\$206.36
				1001 - Payroll Payables		
83379	04/22/2016	Open			VanSon, Brian	\$460.80
	Invoice		Date	Description		Amount
	VanSon040116		04/01/2016	training expenses		\$460.80
83380	04/22/2016	Open			CA DEPARTMENT OF CONSERVATION	\$706.87
	Invoice		Date	Description		Amount
	2016QTR1		03/31/2016	strong motion instrumentation and seismic hazard mapping fee		\$706.87

Attachment: 04-22-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/22/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83381	04/22/2016	Open			CA DEPARTMENT OF TRANSPORTATION	\$2,761.72
	Invoice		Date	Description		Amount
	SL160764		04/13/2016	Signals & lighting billing - January thru March 1310 - Gas Tax Fund		\$2,761.72
83382	04/22/2016	Open			CALE AMERICA INC.	\$1,663.57
	Invoice		Date	Description		Amount
	140086		04/12/2016	Playstation service labor		\$250.00
	140077		04/12/2016	Playstation service bill validator		\$711.68
	140072		04/12/2016	Playstation base anchors (2)		\$326.89
	140049		03/30/2016	Parking playstation service labor		\$375.00
83383	04/22/2016	Open			CALIFORNIA BUILDING STANDARDS COMMISSION	\$205.20
	Invoice		Date	Description		Amount
	2016QTR1BSC		03/31/2016	building standards admin fee report		\$205.20
83384	04/22/2016	Open			COASTAL WATERSHED COUNCIL	\$2,130.37
	Invoice		Date	Description		Amount
	1472		03/31/2016	March NPDES Public Education & Outreach 15/16		\$1,083.70
	1453		01/05/2016	December NPDES Public Education & Outreach 15/16		\$1,046.67
83385	04/22/2016	Open			EARTHWORKS PAVING CONTRACTORS INC	\$12,713.50
	Invoice		Date	Description		Amount
	1862		03/09/2016	Rispin/Peery Park ADA Pathway Improvements Phase I 1200 - Capital Improvement Fund		\$12,713.50
83386	04/22/2016	Open			GEORGE McMENAMIN	\$602.50
	Invoice		Date	Description		Amount
	46		04/20/2016	Riparian Restoration 15/16		\$512.50
	003		04/16/2016	Work Day #2-event oversight		\$90.00
83387	04/22/2016	Open			HOUSING AUTHORITY OF SSC	\$2,539.00
	Invoice		Date	Description		Amount
	16-9CSD		04/06/2016	progress report of security deposit program 5552 - Cap Hsg Succ- Program Income		\$2,539.00
83388	04/22/2016	Open			HYDROSCIENCE ENGINEERS INC.	\$330.00
	Invoice		Date	Description		Amount
	331008005		04/11/2016	Soquel Creek Flume Rehabilitation Alternative Assessment		\$330.00
83389	04/22/2016	Open			ILLINGWORTH & RODKIN INC	\$2,997.39
	Invoice		Date	Description		Amount
	15-095-7		04/05/2016	Monterey skate park acoustic and air quality services		\$1,794.89
	15-095-6		03/10/2016	February 2016 acoustics and air quality services		\$1,202.50
83390	04/22/2016	Open			KIMLEY-HORN AND ASSOCIATES INC.	\$2,278.50
	Invoice		Date	Description		Amount
	7533913		02/29/2016	Third party technical review for Monterey skate park		\$1,302.00
	7660983		03/31/2016	third party technical review for Monterey skate park		\$976.50

Attachment: 04-22-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/22/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83391	04/22/2016	Open			MACADAM PROTECTION STRATEGIES	\$1,154.00
	Invoice		Date	Description		Amount
	09300215-3		04/04/2016	architectural plan review report for Monterey skate park		\$1,154.00
83392	04/22/2016	Open			MAR-KEN K-9 TRAINING CENTER	\$480.00
	Invoice		Date	Description		Amount
	0068-16		04/14/2016	April K-9 training		\$480.00
83393	04/22/2016	Open			PACIFIC GAS & ELECTRIC	\$13,469.37
	Invoice		Date	Description		Amount
	PGE041316acct9		04/13/2016	Monthly utilities		\$13,469.37
				1000 - General Fund	\$4,155.37	
				1300 - SLESF - Supplemental Law Enf	\$188.90	
				1310 - Gas Tax Fund	\$7,201.45	
				1311 - Wharf Fund	\$1,923.65	
83394	04/22/2016	Open			PALACE OFFICE SUPPLIES	\$134.54
	Invoice		Date	Description		Amount
	365788-0		04/11/2016	Office supplies		\$63.35
	366119-0		04/13/2016	office supplies		\$71.19
83395	04/22/2016	Open			R.L. HASTINGS & ASSOC. LLC	\$3,200.00
	Invoice		Date	Description		Amount
	0040616-8		04/06/2016	oversight of long-term monitoring for Bay Avenue Senior Apts		\$3,200.00
				1370 - HOME Reuse Fund		
83396	04/22/2016	Open			THE WESTGATE HOTEL	\$422.91
	Invoice		Date	Description		Amount
	6463171		04/14/2016	SLI school for Sgt. Dally - hotel accommodations		\$422.91
83397	04/22/2016	Open			WATSONVILLE BLUEPRINT	\$29.32
	Invoice		Date	Description		Amount
	60359		04/13/2016	scan of drawing		\$29.32
83398	04/22/2016	Open			WE ALL RIDE SANTA CRUZ	\$967.45
	Invoice		Date	Description		Amount
	4144347		04/05/2016	motorcycle tires		\$492.72
	4144348		04/05/2016	Motorcycle service, chain lube, clutch plate & springs, oil		\$474.73
83399	04/22/2016	Open			Aaron Sisson	\$48.00
	Invoice		Date	Description		Amount
	2016-00000733		04/14/2016	Refund cite 244602		\$48.00
83400	04/22/2016	Open			Andrew or Kay Rhind	\$20.00
	Invoice		Date	Description		Amount
	2016-00000732		04/14/2016	Refund cite 122125270		\$20.00
83401	04/22/2016	Open			David or Glenna Seely	\$30.00
	Invoice		Date	Description		Amount
	2016-00000734		04/14/2016	refund cite 155128019		\$30.00

Attachment: 04-22-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/22/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
83402	04/22/2016	Open			Olga Colbert	\$36.00
	Invoice		Date	Description		Amount
	2016-00000735		04/14/2016	refund cite 155124633		\$36.00
83403	04/22/2016	Open			Robert or Krista Shaw	\$39.00
	Invoice		Date	Description		Amount
	2016-00000728		04/13/2016	refund cite 155126079		\$39.00
83404	04/22/2016	Open			COASTAL WATERSHED COUNCIL	\$900.00
	Invoice		Date	Description		Amount
	1453remainder		01/05/2016	December NPDS public education and outreach 15/16		\$900.00
83405	04/22/2016	Open			WELLS FARGO BANK	\$6,469.04
	Invoice		Date	Description		Amount
	WF040216		04/04/2016	March 2016 credit card charges		\$6,469.04
				Items exceeding \$500:		
				Vision Capitola brochures	\$649.50	
				Digital forensics computer station	\$3,470.87	
				Dally SLI training POST reimburse	\$507.96	
				1000 - General Fund		\$6,086.97
				1313 - General Plan Update and Maint		\$26.00
				2210 - ISF - Stores Fund		\$24.95
				2211 - ISF - Information Technology		\$331.12

Type Check Totals:

\$87,072.17

void < 12,600.5

\$ 74,471.67

Attachment: 04-22-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/22/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transaction Amount
EFT						
255	04/20/2016	Open			INTERNAL REVENUE SERVICE	\$25,227.89
	Invoice		Date	Description		Amount
	270651162972462		04/20/2016	Federal tax and Medicare PPE 4/15/16 1001 - Payroll Payables		\$25,227.89
256	04/20/2016	Open			EMPLOYMENT DEVELOPMENT DEPT	\$6,030.90
	Invoice		Date	Description		Amount
	0-547-118-208		04/20/2016	CA taxes PPE 4/15/16 1001 - Payroll Payables		\$6,030.90
257	04/20/2016	Open			CalPERS Member Services Division	\$45,658.40
	Invoice		Date	Description		Amount
	PERS042016		04/20/2016	PERS contributions 4-15-16 pay day 1000 - General Fund (\$0.21) 1001 - Payroll Payables		\$45,658.40
259	04/22/2016	Open			ADP LLC	\$249.20
	Invoice		Date	Description		Amount
	ADP042216		04/22/2016	April payroll time sheet charges 2211 - ISF - Information Technology		\$249.20
Type EFT Totals:						\$77,166.39

Attachment: 04-22-16 City Check Register (1285 : Approval of City Check Registers)

CITY - Main City Totals

	Counts:	Totals:
Checks	44	\$74,471.58
EFTs	4	\$77,166.39
All	48	\$151,637.97

Accounts payable checks dated 4/29/16, numbered 83406 to 83462, totaling \$38,530.10, and 3 efts totaling \$54,403.99, plus 9 payroll checks totaling \$4,485.69 and 91 efts totaling \$155,876.22, for a total disbursement of \$253,296.00, have been reviewed and authorized for distribution by the City Manager.

As of 4/29/2016 the unaudited cash balance is \$6,273,902.57

CASH POSITION - CITY OF CAPITOLA 04/29/2016

	<u>Net Balance</u>
General Fund	\$1,494,504.18
Payroll Payables	\$102,254.65
Contingency Reserve Fund	\$1,848,645.66
PERS Contingency Fund	\$150,000.00
Facilities Reserve Fund	\$154,870.00
Capital Improvement Fund	\$2,009,366.36
Stores Fund	\$25,609.50
Information Technology Fund	\$99,049.12
Equipment Replacement	\$91,308.99
Self Insurance Liability Fund	\$133,622.14
Worker's Comp. Ins. Fund	\$171,601.79
Compensated Absences Fund	(\$6,929.82)
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$6,273,902.57</u></u>

The Emergency Reserve Fund Balance is \$1,155,705.54 (not included above).



Jamie Goldstein, City Manager

04/29/2016
Date

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/29/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Amount	Transaction Amount
83406	04/29/2016	Open			ADAMS ASHBY GROUP INC		\$760.00
	Invoice		Date	Description		Amount	
	1674		04/01/2016	March general admin. 1350 - CDBG Grants		\$760.00	
83407	04/29/2016	Open			AUTOMATION TEST ASSOCIATES		\$40.00
	Invoice		Date	Description		Amount	
	43553		04/22/2016	wharf electric meter reading and billing calculation 1311 - Wharf Fund		\$40.00	
83408	04/29/2016	Open			B & B SMALL ENGINE REPAIR		\$107.10
	Invoice		Date	Description		Amount	
	347166		04/14/2016	Shaft extension		\$75.75	
	347546		04/19/2016	Bypass pruner		\$31.34	
83409	04/29/2016	Open			BANK OF AMERICA		\$16.00
	Invoice		Date	Description		Amount	
	0012218451		03/31/2016	March 2016 analysis charge		\$16.00	
83410	04/29/2016	Open			BEN IRAO		\$92.95
	Invoice		Date	Description		Amount	
	900028594		04/19/2016	two hats for Ben Irao		\$92.95	
83411	04/29/2016	Open			BIOBAG AMERICAS INC.		\$1,270.85
	Invoice		Date	Description		Amount	
	440749		04/19/2016	Dog waste bags		\$1,270.85	
83412	04/29/2016	Open			CALIFORNIA COAST UNIFORM COMPANY		\$435.05
	Invoice		Date	Description		Amount	
	5121		04/15/2016	uniform for M. Gonzalez		\$363.05	
	5110		04/14/2016	uniform for Dally		\$72.75	
83413	04/29/2016	Open			CALIFORNIA LAW ENFORCEMENT ASSOCIATION		\$514.50
	Invoice		Date	Description		Amount	
	CLEA042116		05/01/2016	May PD long term disability 1001 - Payroll Payables		\$514.50	
83414	04/29/2016	Open			CAROLYN FLYNN		\$4,252.50
	Invoice		Date	Description		Amount	
	CBF3-2016		03/31/2016	March affordable housing program management		\$4,252.50	
83415	04/29/2016	Open			EWING IRRIGATION		\$442.00
	Invoice		Date	Description		Amount	
	1206038		04/06/2016	Home plate & rake		\$121.93	
	1230556		04/09/2016	Irrigation supplies		\$43.49	
	1255737		04/14/2016	Irrigation supplies		\$172.01	
	1263042		04/15/2016	Mattock		\$14.01	
	1280629		04/19/2016	Irrigation supplies		\$91.20	

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/29/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Amount	Transaction Amount
83416	04/29/2016	Open			EXTREME TOWING		\$200.00
	Invoice		Date	Description		Amount	
	002789		04/17/2016	towed vehicle from case 16c-00837		\$200.00	
83417	04/29/2016	Open			FERGUSON ENTERPRISES INC.		\$229.43
	Invoice		Date	Description		Amount	
	4689392		04/08/2016	Aqua Green sealant		\$229.43	
83418	04/29/2016	Open			FRED C. BEYERS		\$231.00
	Invoice		Date	Description		Amount	
	42216		04/22/2016	Sports Official 4/11-4/22/16		\$231.00	
83419	04/29/2016	Open			FREEMAN, THELMA		\$65.00
	Invoice		Date	Description		Amount	
	0266		04/24/2016	2016 Art and Music on the Beach postcard		\$65.00	
83420	04/29/2016	Open			H. MARCHESE - PETTY CASH CUSTODIAN		\$510.05
	Invoice		Date	Description		Amount	
	PC-Apr2016		04/21/2016	replenish petty cash		\$510.05	
				1000 - General Fund	\$498.84		
				1200 - Capital Improvement Fund	\$2.00		
				2210 - ISF - Stores Fund	\$9.21		
83421	04/29/2016	Open			HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ		\$1,834.00
	Invoice		Date	Description		Amount	
	16-9 CDBG		04/06/2016	March housing rehab, home ownership assistance		\$1,834.00	
				1350 - CDBG Grants			
83422	04/29/2016	Open			HUMBOLDT PETROLEUM LLC		\$26.00
	Invoice		Date	Description		Amount	
	085472		04/15/2016	Vehicle car wash		\$26.00	
83423	04/29/2016	Open			KELLY MOORE PAINT COMPANY INC.		\$1,052.75
	Invoice		Date	Description		Amount	
	803-00000636713		04/04/2016	Street painting supplies		\$611.48	
	803-00000638564		04/14/2016	Bead dispenser, cleaning kit		\$334.05	
	803-00000639891		04/22/2016	Painting supplies		\$166.00	
	803-00000639889		04/22/2016	RETURN paint thinner		(\$59.37)	
83424	04/29/2016	Open			KING'S CLEANERS		\$527.75
	Invoice		Date	Description		Amount	
	Kings041516		04/15/2016	uniform cleaning		\$527.75	
83425	04/29/2016	Open			KINGS PAINT AND PAPER INC.		\$345.09
	Invoice		Date	Description		Amount	
	A0233711		04/18/2016	Teak oil		\$92.53	
	A0233925		04/21/2016	Floating dock paint supplies		\$253.09	
				1000 - General Fund	\$92.53		
				1311 - Wharf Fund	\$253.09		

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/29/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transactio Amot
83426	04/29/2016	Open			LABORMAX STAFFING	\$3,452.
	Invoice		Date	Description		Amount
	26-60150		04/15/2016	Seasonal labor		\$1,677.98
	26-60403		04/22/2016	Seasonal labor		\$1,774.90
83427	04/29/2016	Open			LIFE INSURANCE CO OF NORTH AMERICA-CIGNA	\$2,264.
	Invoice		Date	Description		Amount
	CIGNA040116		04/01/2016	April life insurance, LTD, STD, AD&D		\$2,264.20
				1000 - General Fund	\$36.08	
				1001 - Payroll Payables	\$2,228.12	
83428	04/29/2016	Open			MEDCO SUPPLY CO.	\$186.
	Invoice		Date	Description		Amount
	42072525		04/08/2016	cold packs		\$186.18
83429	04/29/2016	Open			NELSON MEMBRENO	\$577.
	Invoice		Date	Description		Amount
	CDD041416		04/14/2016	inspector training manuals and guidebooks		\$577.00
83430	04/29/2016	Open			PALACE OFFICE SUPPLIES	\$176.
	Invoice		Date	Description		Amount
	367237-0		04/20/2016	office supplies		\$176.96
83431	04/29/2016	Open			PHIL ALLEGRI ELECTRIC INC.	\$532.
	Invoice		Date	Description		Amount
	21066		04/15/2016	Light repair		\$532.45
83432	04/29/2016	Open			PHOENIX GROUP INFORMATION SYSTEMS	\$1,305.
	Invoice		Date	Description		Amount
	032016070		04/13/2016	March 2016 citation processing		\$1,305.21
83433	04/29/2016	Open			PK SAFETY SUPPLY	\$297.
	Invoice		Date	Description		Amount
	287075		04/20/2016	Safety supplies		\$154.10
	287177		04/21/2016	Gloves		\$112.01
	287196		04/21/2016	safety vest		\$31.65
83434	04/29/2016	Open			ROCKY MOUNTAIN SUNSCREEN	\$517.
	Invoice		Date	Description		Amount
	37650		04/08/2016	Sunscreen		\$517.49
83435	04/29/2016	Open			ROYAL WHOLESALE ELECTRIC	\$1.
	Invoice		Date	Description		Amount
	7719-602412		03/22/2016	Lamp recycle		\$1.98
83436	04/29/2016	Open			SANTA CRUZ COUNTY INFORMATION SERVICES	\$704.
	Invoice		Date	Description		Amount
	SCC041816		04/18/2016	January - March radio repair maintenance		\$704.99

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/29/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Amount	Transaction Amount
83437	04/29/2016	Open			SANTA CRUZ MUNICIPAL UTILITIES		\$885.00
	Invoice		Date	Description		Amount	
	SCMU041316		04/13/2016	Monthly water service for medians		\$885.21	
83438	04/29/2016	Open			SANTACRUZPARENT		\$100.00
	Invoice		Date	Description		Amount	
	40516.1		04/05/2016	Annual camp listing		\$100.00	
83439	04/29/2016	Open			SERVPRO OF SANTA CRUZ		\$129.38
	Invoice		Date	Description		Amount	
	4359		04/20/2016	Vehicle biohazard cleaning		\$129.38	
83440	04/29/2016	Open			STAPLES ADVANTAGE		\$82.94
	Invoice		Date	Description		Amount	
	8038882654		04/16/2016	office supplies		\$82.94	
83441	04/29/2016	Open			STOP COMPANY		\$32.62
	Invoice		Date	Description		Amount	
	4258		04/20/2016	"Slippery" Signs		\$32.62	
83442	04/29/2016	Open			SUPPLYWORKS		\$1,903.45
	Invoice		Date	Description		Amount	
	364723312		04/19/2016	Cleaning supplies		\$1,903.45	
83443	04/29/2016	Open			UNITED PARCEL SERVICE		\$20.98
	Invoice		Date	Description		Amount	
	0000954791176		04/23/2016	shipping		\$20.98	
83444	04/29/2016	Open			Mary Pickett		\$90.00
	Invoice		Date	Description		Amount	
	1024830.002		04/26/2016	Kayak Class Refund		\$90.00	
83445	04/29/2016	Open			Susan Wright		\$90.00
	Invoice		Date	Description		Amount	
	1006392.001		04/26/2016	Class Refund		\$90.00	
83446	04/29/2016	Open			ACCELA INC		\$1,080.00
	Invoice		Date	Description		Amount	
	INV-ACC19066		04/12/2016	software contract payment		\$1,080.00	
				2211 - ISF - Information Technology			
83447	04/29/2016	Open			AT&T/CALNET 2		\$1,717.13
	Invoice		Date	Description		Amount	
	0007939689		04/13/2016	Monthly telephone service & T-1 access		\$1,717.13	
				1000 - General Fund	\$1,426.43		
				2211 - ISF - Information Technology	\$290.70		
83448	04/29/2016	Open			BANK OF AMERICA		\$109.62
	Invoice		Date	Description		Amount	
	BOA040616		04/06/2016	March credit card charges		\$109.62	

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/29/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transactio Amot
83449	04/29/2016	Open			CODE PUBLISHING COMPANY INC.	\$143.
	Invoice		Date	Description		Amount
	52792		04/11/2016	Municipal code update		\$143.70
83450	04/29/2016	Open			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$775.
	Invoice		Date	Description		Amount
	2279		04/19/2016	March city council and planning televised meetings		\$775.00
83451	04/29/2016	Open			ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE	\$1,500.
	Invoice		Date	Description		Amount
	93121122		04/13/2016	ArcGIS for desktop single use license 2211 - ISF - Information Technology		\$1,500.00
83452	04/29/2016	Open			GILBARCO INC.	\$153.
	Invoice		Date	Description		Amount
	orderS0062418		03/08/2016	Annual fleet & fuel management software 2211 - ISF - Information Technology		\$153.00
83453	04/29/2016	Open			INTERNATIONAL CODE COUNCIL	\$191.
	Invoice		Date	Description		Amount
	1000684400		04/20/2016	national electrical code, special inspection manual, icc access		\$191.70
83454	04/29/2016	Open			LAW ENFORCEMENT PSYCHOLOGICAL SERVICES INC	\$375.
	Invoice		Date	Description		Amount
	1604506		04/15/2016	Psychological testing - Quolas		\$375.00
83455	04/29/2016	Open			LEAGUE OF CALIFORNIA CITIES Monterey Bay Division	\$52.
	Invoice		Date	Description		Amount
	LOCC042716		04/25/2016	May 2016 division meeting: Harlan and Bertrand		\$52.00
83456	04/29/2016	Open			MISSION PRINTERS	\$95.
	Invoice		Date	Description		Amount
	52821		04/14/2016	business cards - Kotila		\$95.13
83457	04/29/2016	Open			PALACE OFFICE SUPPLIES	\$391.
	Invoice		Date	Description		Amount
	368043-0		04/25/2016	legal folders, paper		\$122.16
	C367313-0		04/26/2016	Credit for damaged binder		(\$4.25)
	367505-0		04/21/2016	index binders for elections		\$86.09
	367313-0		04/20/2016	tabs, color paper, binders for elections		\$30.97
	365882-0		04/12/2016	pens, files, labels		\$68.87
	366895-0		04/19/2016	paper		\$88.05
				1000 - General Fund	\$110.32	
				2210 - ISF - Stores Fund	\$281.57	
83458	04/29/2016	Open			SANTA CRUZ OCCUPATIONAL MEDICAL CENTER	\$1,065.
	Invoice		Date	Description		Amount
	I-15686		03/31/2016	DOT physical and DMV paperwork - Sanden		\$90.00
	I-15684		03/31/2016	pre-employment medical exam - Quolas		\$975.00

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/29/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Amount	Transacti Amot
83459	04/29/2016	Open			SPECTRUM BUSINESS		\$3,064.
	Invoice		Date	Description		Amount	
	SB04192016		04/19/2016	April internet service		\$3,064.91	
				1000 - General Fund	\$1,153.27		
				2211 - ISF - Information Technology	\$1,911.64		
83460	04/29/2016	Open			STEPFORD INC		\$1,007.
	Invoice		Date	Description		Amount	
	1601231		03/21/2016	IT service contract overage		\$1,007.50	
				2211 - ISF - Information Technology			
83461	04/29/2016	Open			THOMAS DIXON		\$25.
	Invoice		Date	Description		Amount	
	CM042516		04/25/2016	finger printing reimbursement		\$25.00	
83462	04/29/2016	Open			UNITED WAY OF SANTA CRUZ COUNTY		\$478.
	Invoice		Date	Description		Amount	
	CM04212016		04/21/2016	211 Help Line grant funding		\$478.50	
Type Check Totals:							\$38,530.

<u>EFT</u>							
260	04/25/2016	Open			DISCOVERY BENEFITS		\$148.
	Invoice		Date	Description		Amount	
	0000636187-IN		03/31/2016	March cobra and FSA administration		\$148.00	
262	04/28/2016	Open			CalPERS Health Insurance		\$52,305.!
	Invoice		Date	Description		Amount	
	2006		04/14/2016	May health insurance		\$52,305.99	
				1000 - General Fund	\$2,838.95		
				1001 - Payroll Payables	\$49,467.04		
263	04/29/2016	Open			CalPERS Member Services Division		\$1,950.!
	Invoice		Date	Description		Amount	
	GASB68042916		04/29/2016	GASB 68 report fees		\$1,950.00	
Type EFT Totals:							\$54,403.!

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)

City Checks Issued 04/29/2016

Check #	Invoice #	Status	Invoice Date	Description	Payee Name	Transacti Amo
CITY - Main City Totals					Counts:	Total
Checks					57	\$38,530
EFTs					3	\$54,403
All					60	\$92,934
WELLS - Pavroll Totals						
Checks					9	\$4,485
EFTs					91	\$155,876
All					100	\$160,361
Grand Totals:						
Checks					66	\$43,015
EFTs					94	\$210,280
All					160	\$253,296

Attachment: 04-29-16 City Check Register (1285 : Approval of City Check Registers)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: City Manager Department

SUBJECT: Deny Liability Claim and Forward to the City's Liability Insurance Carrier

RECOMMENDED ACTION: Deny liability claim.

DISCUSSION: Vaccine Choice Santa Cruz County has filed a liability claim against the City for an undetermined amount.

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

Reviewed and Forwarded by:

A handwritten signature in blue ink, appearing to be "JG", is written over a horizontal line.

Jamie Goldstein, City Manager

5/20/2016



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: Finance Department

SUBJECT: Consider Adopting a Resolution of Intention to Levy Business Improvement Assessments for Fiscal Year 2016-2017, Which Receives the Capitola Village and Wharf Business Improvement Area Annual Report and the Proposed Fiscal Year 2016-2017 Budget; Sets a Public Hearing to Receive Oral or Written Protests on the Levy of Assessments for Fiscal Year 2016-2017 for Thursday, June 16, 2016; and Directs Required Noticing of the Public Hearing by the City Clerk and the Capitola Village and Wharf Business Improvement Area

RECOMMENDED ACTION: Adopt Resolution.

BACKGROUND: In June 2005, the City of Capitola adopted Ordinance No. 889, which added Chapter 5.10 to the Capitola Municipal Code establishing the Capitola Village and Wharf Business Improvement Area (CVWBIA), which was established to generate revenue for the exclusive purpose of promoting business in the CVWBIA. The governing State law requires certain annual actions and public hearing to continue this assessment district.

DISCUSSION: In accordance with State law, the CVWBIA is required to submit an annual plan for each year in which assessments are to be levied in the CVWBIA. The annual report, Exhibit A to the proposed Resolution, was prepared by the CVWBIA and fulfills the requirement for Fiscal Year 2016-2017 and is submitted for Council review. The annual report, which must be, and is, on file in the City Clerk's office, may be modified by the Council and then approved. For Fiscal Year 2016-2017, the CVWBIA Annual Report proposes to add an assessment category called "Restaurant - Limited", defined as small, informal cafes with annual gross receipts equal to or less than \$150,000 per year. Assessment rates are unchanged from last year and a 10% discount will be offered to businesses that pay by the due date.

The annual report also outlines the CVWBIA's Fiscal Year 2016-2017 planned activities and proposed budget. Activities for Fiscal Year 2016-2017 include:

- Increasing the number of year round visits;
- Increasing the number of people who stay, shop and dine;
- Improving ease of access to information with printed brochures/directories;
- Providing fun family-oriented events throughout the year;
- Improving and enhancing the appearance of the Village in cooperation with the City;
- Enhancing the ability of the CVWBIA to serve as a liaison between business owners, private and government agencies, and the City; and
- Increasing awareness outside of our community about the uniqueness of Capitola.

Business Improvement Area Advisory Committee Intention
May 26, 2016

The action to be taken by the City Council at this time is to adopt the proposed Resolution. In addition to providing notification of the City's intent to levy business improvement assessments for Fiscal Year 2016-2017, the Resolution receives the annual report and proposed budget of the CVWBIA, sets the date for a public hearing to be held on Thursday, June 16, 2016, and, pursuant to Streets & Highways Code Section 36523 (a) and (b), the Resolution sets forth noticing requirements and directs the City Clerk to publish the Resolution of Intention in the Santa Cruz Sentinel Newspaper once a week for two successive weeks with at least five days intervening between the respective publication dates before the public hearing, and directs the CVWBIA to give notice of the public hearing by mailing a completed copy of the Resolution of Intention to each business owner in the area within ten days of the Council's adoption of the Resolution.

A representative of the CVWBIA will be in attendance at the meeting in the event Council members have questions; however, the CVWBIA's presentation will be made at the public hearing on June 16, 2016.

The CVWBIA has prepared a Notice of Public Hearing (Attachment 2) that will be sent to each business in the area, along with a certified copy of the Council's Resolution.

FISCAL IMPACT: There is no fiscal impact to the City. CVWBIA billing and accounts payable costs incurred by the City are reimbursed by the CVWBIA. The City and CVWBIA have reviewed amounts charged by the City for these services and agree that they are reasonable.

ATTACHMENTS:

1. CVWBIA FY16-17 Exhibit A (PDF)
2. CVWBIA FY16-17 Public Hearing (PDF)

Report Prepared By: Mark Welch
Finance Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

5/19/2016

DRAFT RESOLUTION
RESOLUTION OF INTENTION OF THE CITY COUNCIL
OF THE CITY OF CAPITOLA
TO LEVY BUSINESS IMPROVEMENT ASSESSMENTS
FOR FISCAL YEAR 2016/2017

WHEREAS, the Capitola Village and Wharf Business Improvement Area (“CVWBIA”) has prepared a report to the City of Capitola for Fiscal Year 2016/2017 pertaining to the Business Improvement Area assessments for the CVWBIA under California Streets and Highways Code §36533; and

WHEREAS, Capitola Municipal Code §5.10.050 requires annual assessments to be imposed within the CVWBIA pursuant to a formula set forth in City Council Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS FOLLOWS:

1. The Annual Report and Proposed Fiscal Year 2016/2017 Budget of the CVWBIA pertaining to business improvement assessments, as presented in Exhibit “A” attached hereto, is received.

2. The City Council intends to levy and collect assessments within the CVWBIA for Fiscal Year 2016/2017.

3. The proposed activities authorized by Capitola Municipal Code Chapter 5.10 are described in the afore-referenced CVWBIA Annual Report. These activities include a variety of promotional activities, including village maintenance and beautification programs, and extended holiday parking programs. A number of promotional information media announcements and publications will also be financed from these funds, including regional magazine advertising, broadcast advertising and website advertising.

4. The Business Improvement Area is bounded per the map referenced in Municipal Code §5.10.020 and included in Ordinance 1003. The CVWBIA boundaries are not being altered this year.

5. The Annual Report of the CVWBIA and proposed assessments for Fiscal Year 2016/2017 are presented in Exhibit “A” attached hereto. The assessment formula is based on the classification of benefited businesses and the businesses’ number of full-time equivalent employees. A new assessment category “Restaurant - Limited” is added and defined in Exhibit A. The proposed renewal plan does not change the assessment amounts from last year and continues to offer a discount of 10% for assessments paid by the due date.

6. The Capitola City Council will hold a public hearing in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California, at the hour of 6:00 p.m., on Thursday, June 16, 2016, to receive any oral or written protests or endorsements to the regularity or sufficiency of the proposed business improvement assessments. If written protests complying with Streets and Highways Code §36524 and §36525 are received from the owners of businesses which will pay fifty percent or more of the assessments, assessments will not be levied, the procedure will be terminated and will not be reconsidered until one full year has elapsed.

Business Improvement Area Advisory Committee Intention
May 26, 2016

7. The City Clerk is directed to give notice of the public hearing to consider the levy of business improvement assessments for Fiscal Year 2016/2017 by publishing this Resolution of Intention in a newspaper of general circulation in the City once, at least ten days prior to the public hearing.

8. The CVWBIA Advisory Committee is directed to give notice of the public hearing to each business owner in the area by mailing a copy of the Council's Resolution of Intention to each business.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 26th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ed Bottorff, Mayor

ATTEST: _____
Susan Sneddon, City Clerk

EXHIBIT A

(Resolution No. _____)

Annual Report & Proposed Fiscal Year 2016-2017 Budget CVWBIA Assessment Basis CVWBIA Business Listing and Assessment Method

Activities

The Capitola Village and Wharf Business Improvement Area (“CVWBIA” or “District”), serves as the primary marketing agent for the Village and Wharf businesses with the goal of increasing tourism and promoting the Capitola Village and Wharf areas. All of the activities of the CVWBIA relate to achieving the single objective of marketing the Capitola Village and Wharf Area. Informational brochures for visitors, an attractive and active website linked to Village and Wharf merchants, a Village map identifying locations of Village and Wharf merchants, newsletters, advertising programs, holiday events, parking facilities, and Village betterment projects are key focuses of the District. This District is the only unified source of funding for the promotion of the Village and Wharf. These goals and objectives can be achieved by the CVWBIA continuing to fund activities and projects that will:

- Increase the number of year-round visits to the businesses within the District, emphasizing the period of October through May of each year.
- Increase the number of people who stay, shop, and dine in the Village and on the Wharf of Capitola.
- Improve access to information regarding the businesses and services provided by the Village and Wharf BIA to likely visitors to the area via the internet and printed brochures/directories.
- Provide fun, family-oriented events throughout the year emphasizing the attributes of the Village and Wharf, by working in partnership with the Capitola/Soquel Chamber of Commerce.
- Improve and enhance the appearance of the Village and Wharf in concert with the City of Capitola.
- Enhance the ability of the CVWBIA to serve as a liaison between individual business owners, local governments, and private agencies, including the City of Capitola.
- Increase awareness outside of our community about the uniqueness of Capitola.

As the CVWBIA begins its eleventh year, we will continue and expand successful programs from prior years, which include the following:

1. **Village Directories.** Over 85,000 directories are printed and distributed annually.
2. **Directory Distribution.** The CVWBIA has contracted with Certified Folder Display Service for distribution of 55,000 brochures in San Jose, Santa Clara and San Francisco and 20,000 brochures in Santa Cruz. This company has exclusive rights to lobby racks in many hotels, resorts, motels and visitor centers.

3. **Website Presence.** We maintain a recently updated, modern website (www.capitolavillage.com) for ease of use and connectivity to local businesses and short-term rentals. The website has a complete directory of all businesses in the boundaries of the CVWBIA with pictures and links to their individual websites. A schedule of events, sorted by month with contact information included, is provided to encourage visitors to the Village and Wharf. There is a News tab that includes the CVWBIA monthly newsletter, photos and videos of events, and news articles. The CVWBIA captures email addresses for future correspondence with website visitors via vacation and prize contests and visitor sign ups at merchants' shops throughout the Village and Wharf.
4. **Volunteers.** The CVWBIA members participate with the Capitola/Soquel Chamber of Commerce and volunteer at the various events they sponsor in the Village. The CVWBIA employs only one part-time employee and the remainder of the development and implementation of programs is staffed by volunteers.
5. **Holiday Activities.** The CVWBIA works with the Chamber and the City on the Christmas Holiday decorations and events. The CVWBIA hosts a Tree Lighting Ceremony, Holiday Faire, Community Caroling, and provides Holiday music throughout the Village. The CVWBIA also provides lights for trees throughout the Village and homes on Depot Hill.
6. **Advertising.** The CVWBIA places advertisements in regional travel magazines that draw visitors to the Village and Wharf. The CVWBIA will continue to co-op with the Santa Cruz County Conference and Visitors Council to promote Capitola by advertising in print, on television and radio.
7. **Membership Breakfast.** The quarterly breakfasts are an opportunity to inform members about current activities and receive valuable input.
 - a. Educational presentations on social networking, search engine optimization and other business enhancement tools are provided.
 - b. Regular attendance and reports by City representatives, including the City Manager, Chief of Police, Council Members and Director of Public Works, keep our membership informed and foster a partnership with the City to address issues in the Village.
8. **Public Works.** The CVWBIA contributes annually to the City of Capitola Public Works Department. Our contribution is used to help maintain the Village.
9. **Chamber of Commerce.** The CVWBIA contributes annually to support community interest projects and events.
10. **Activities.** The CVWBIA members support many community events, including the Rod & Classic Car Show, Wednesday night concerts, Begonia Festival and various other activities in the Village.

Capitola Village & Wharf Business Improvement Area Assessment Basis

The method of assessment classifies businesses within the CVWBIA boundaries into seven categories:

1. Retail / Service businesses
2. Restaurant / Bar / Take-out food and beverage businesses
3. Restaurant - Limited
4. Office and Professional businesses / Specialty
5. Short-term Rental businesses
6. Seasonal Foods
7. Hotel / Motel / Inn businesses

Assessment fees are assigned to these seven business categories by number of full-time equivalent employees, a flat rate, and a per unit amount. Registered non-profits are exempt from assessment fees.

The following table shows the assessment fees for the proposed CVWBIA. A 10% discount is offered to businesses that pay their assessment by the due date.

Business Category	Number of Full-Time Equivalent Employees*		
	0 – 5 employees	6 – 10 employees	More than 10 employees
Retail / Service	\$462	\$924	\$1,386
Restaurant / Bar / Take-out	\$528	\$1,056	\$1,584
	Flat Fee		
Restaurant – Limited**	\$308		
Office / Professional / Specialty	\$132		
Short-term Rental***	\$198		
Seasonal Food Service	\$308		
	Per Unit Fee		
Hotel / Motel / Inn	\$396 per unit		

Footnote* “Full-time employee” is an employee who works 2,000 hours per year or more. Multiple part-time employees are combined into a single full-time employee for the basis of this assessment calculation. (i.e. “fulltime equivalents”)

Footnote** “Restaurant-Limited” businesses are defined as small, informal cafes serving simple foods, baked goods, and/or drinks, for consumption on or off the premises, that may or may not have seating, including, but not limited to, coffee stores, juice bars, bakeries, delicatessens, and confectioneries. Annual gross receipts are \$150,000 or less.

Footnote*** “Short-term rental” businesses are defined as those dwellings which, at least once per fiscal year, are rented to a tenant for a tenancy of less than thirty days.

In-Lieu Payments/Trades. The City Manager is authorized to approve “in lieu” assessment payments in the form of Gift Certificates from CVWBIA retail, food or lodging business members whereby these businesses tender retail, restaurant and lodging gift certificates for use by the CVWBIA in connection with its promotional activities. The amount of “in lieu” assessment payments will be fixed per category, with exceptions that may be authorized by the City Manager.

Business Category	Assessment	Cash	In-lieu/Trade
Retail/Service (0 - 5 Employees)	\$462	\$387	\$75
Retail/Service (6 - 10 Employees)	\$924	\$774	\$150
Restaurant/Bar (0 - 5 Employees)	\$528	\$453	\$75
Restaurant/Bar (6 - 10 Employees)	\$1,056	\$906	\$150
Restaurant/Bar (11+ Employees)	\$1,584	\$1,359	\$225
Restaurant – Limited	\$308	\$308	\$0
Office / Professional /Specialty	\$132	\$132	\$0
Hotel / Motel / Inn	\$396 per unit	50%	50%
Short-term Rental	\$198	\$198	\$0
Seasonal Food Service	\$308	\$308	\$0

Associate Membership. CVWBIA is authorized to accept “associate membership” financial contributions from businesses outside the CVWBIA, which may wish to participate in the CVWBIA’s promotional activities, but are not subject to the CVWBIA assessments.

New Business Assessment. Assessments will be prorated by the quarter in which a business opens. “In Lieu” payments will be accepted.

Business Closing. A business notifying the CVWBIA before the end of the first quarter of the fiscal year (September 30th) that it will close before December 31st will be exempt from paying the assessment for that fiscal year. If the business does not close before December 31st, it must pay the year's assessment in full.

Discount. There will be a 10% discount for paying the assessment by the due date of August 31, 2016.

Delinquencies. CVWBIA has a clear policy relative to delinquent assessments. Businesses that have not paid their assessment by October 31, 2016, will be removed from the CVWBIA website and brochure. Assessments that have not been paid by January 31, 2017, will be sent to collections.

Capitola Village & Wharf Business Improvement Area Estimated Actual for FY 2015-2016 and Proposed Budget for FY 2016-2017

	FY 14/15 Actual	FY 15/16 Amended	FY 15/16 Est. Actual	FY 16/17 Proposed
Beginning Fund Balance	\$ 6,675	\$ 839	\$ 839	\$ 61
Revenues				
BIA Assessment Revenues - Cash*	55,075	56,000	56,309	79,948
BIA Assessment Discount	-	-	-	(23,948)
BIA Assessment Revenues - Trade**	9,000	13,000	13,380	13,000
BIA Assessment Late Fees			610	
Interest Revenue	73	35	84	50
Total Revenues	64,148	69,035	70,383	69,050
Total Source of Funds	\$ 70,823	\$ 69,874	\$ 71,222	\$ 69,111
Expenditures				
Advertising	\$ 49,064	\$ 66,000	\$ 60,752	\$ 57,000
Maintenance - City Public Works	3,000	3,000	3,000	3,000
Billing/Collection - City Accounting	4,200	4,200	4,200	4,200
Capitola Soquel Chamber Of Commerce	3,000	3,000	3,000	3,000
Supplies	3,305	71	208	200
Doubtful Accounts	7,416	2,000		200
Total Expenditures	69,985	78,271	71,160	67,600
Ending Fund Balance	\$ 839	\$ (8,397)	\$ 61	\$ 1,511

The following tables provide detail for selected items of the proposed FY 16/17 Budget:

Assessment Revenue Detail*	Proposed FY 16/17
Retail / Service	\$ 22,638
Restaurant / Bar / Take-out	18,480
Restaurant - Limited	2,156
Office / Professional / Specialty	3,696
Hotel / Motel / Inn	19,404
Short-term Rentals	13,266
Seasonal Foods	308
Subtotal	\$ 79,948

Advertising Detail	Proposed FY 16/17
Gift Certificates**	\$ 13,000
Holiday	5,000
CVC Partnership	7,500
TV/Radio	6,000
CDS Distribution	6,000
Directories Printing	6,500
Consulting-Marketing/Internet	11,000
Website changes	1,000
Printing Explore	1,000
Subtotal	\$ 57,000

* 16/17 Proposed Budget revenues reduced from BIA roster estimates based on prior year actual information

** Gift Certificates are provided from "Trade" revenues

Capitola Village & Wharf Business Improvement Area Budget Discussion

The CVWBIA will begin Fiscal Year 2016-2017 with an estimated fund balance of \$61.

Revenues: The proposed revenue is derived from the CVWBIA business roster and corresponding assessment rates. The allocation of cash and in-lieu revenue is based upon FY 2015-16 actual.

Expenditures:

Summary. The proposed expenditures include advertising and related services of \$57,000, City public works maintenance for beautification of \$3,000, City accounting staff of \$4,200 for billing and accounts payable services and \$3,000 for the partnership with the Chamber of Commerce. This year's proposed budget also includes \$200 for doubtful accounts and \$200 for supplies.

Advertising is the CVWBIA's principal expenditure.

- **Gift Certificates (\$13,000).** Members may satisfy a portion of their annual fee with gift certificates. These certificates are used to promote specific businesses in the Village through donations to various activities in the Village and promotional incentives to potential visitors to Capitola.
- **TV & Radio Advertising (\$6,000).** While these are a more expensive form of advertising media, we attempt to take advantage of special opportunities with spots that emphasize the Capitola Village.
- **Brochures (\$12,500).** We spend over \$10,000 printing and distributing directories of all members plus special events in the Village. These are very attractive and useful brochures, which are available at all local merchants and in distribution centers throughout the area.
- **Website (\$1,000).** Our website www.capitolavillage.com is now eleven years old and was overhauled in 2015-16.
- **Consulting and Marketing (\$11,000).** The CVWBIA coordinates all marketing programs, maintains a customer list, sends a newsletter to all members and one to "customers", coordinates and maintains our website and maintains a liaison with our members and partners.

The following is a roster of open businesses in the assessment area as of May 18, 2016.

Capitola Village & Wharf Business Improvement Area Business Listing and Assessment Method

Business Type	Assessment Method	Estimate Assessment	
F = FOOD (Larger restaurants)	Per employee category: 0-5; 6-10; >10 employees	F	\$18,480
RL = RESTAURANT LIMITED	Flat fee	RL	\$2,156
H = HOTEL/MOTEL/INN	Flat fee per unit or room	H	\$19,404
O = OFFICE/PROFESSIONAL	Flat fee	O	\$3,696
R = RETAIL/SERVICE	Per employee category: 0-5; 6-10; >10 employees	R	\$22,638
SF = SEASONAL FOOD	Flat fee	SF	\$308
SR = SHORT TERM RENTALS	Flat fee per unit	SR	\$13,266
X = EXEMPT	No Assessment	X	\$0
		Total	\$79,948

Business Address	Business Name	Type	FY16/17 Est. Size	FY16/17 Est. Amount Due
1400 Wharf Rd	Wharf House Restaurant	F	6 - 10	\$1,056
209A Esplanade	Pizza My Heart	F	6 - 10	\$1,056
231 Esplanade #102	Stockton Bridge Grille	F	6 - 10	\$1,056
215 Esplanade	Paradise Beach Grille	F	> 10	\$1,584
1750 Wharf Rd	Shadowbrook Restaurant	F	> 10	\$1,584
203 Esplanade	Zelda's	F	> 10	\$1,584
110 Monterey	Britannia Arms Pub & Rest.	F	> 10	\$1,584
231 Esplanade #101	Margaritaville	F	> 10	\$1,584
316 Capitola Ave	Bella Roma Café	F	0 - 5	\$528
123 Monterey	El Toro Bravo	F	0 - 5	\$528
231 Esplanade #100	Mr. Toots Coffee & Tea	F	0 - 5	\$528
200 Monterey #1	Souza's Ice Cream & Candy	F	0 - 5	\$528
103 Stockton Ave	Armida Winery	F	0 - 5	\$528
200 Monterey #3	Geisha Japanese Restaurant & Tea House	F	0 - 5	\$528
104 Stockton Ave	Village Grill & Creamery	F	0 - 5	\$528
209B Esplanade	Bay Bar & Grill	F	0 - 5	\$528
207 Esplanade	Sea Side Siam	F	0 - 5	\$528
115 San Jose Ave, Ste. #7	CAVA Wine Bar	F	0 - 5	\$528
200 Monterey Avenue #2	Taqueria Baja	F	0 - 5	\$528
115 San Jose Avenue Ste. #6	Caruso's Tuscan Cuisine	F	0 - 5	\$528
211 Esplanade	The Sand Bar	F	0 - 5	\$528
427 Capitola Avenue	Avenue Café	F	0 - 5	\$528
210 Esplanade	Capitola Hotel II, LLC	H	8	\$3,168
5000 Cliff Dr.	Harbor Lights Motel	H	10	\$3,960
250 Monterey	Inn at Depot Hill	H	12	\$4,752
1500 Wharf Rd	Venetian Hotel	H	19	\$7,524
309 Capitola Ave.	Vice Salon	O		\$132
312E Capitola Ave	57 Design Inc.	O		\$132
312D Capitola Ave	Beach House Rentals	O		\$132
301 Capitola Ave	David Lyng & Associates	O		\$132
411 Capitola Ae	Fuse Architects	O		\$132
415 Capitola Ave	James B. Colip Insurance	O		\$132

Attachment: CVWBIA FY16-17 Exhibit A (1157 : Business Improvement Area Advisory Committee Intention)

Business Address	Business Name	Type	FY16/17 Est. Size	FY16/17 Est. Amount Due
425 Capitola Ave. #3	Kathy Macdonald Association	O		\$132
314 Capitola Ave	Katz & Lapides	O		\$132
331 Capitola Ave. #B	Michael Lavigne Real Estate	O		\$132
331 Capitola Ave Ste. K	Newman & Marcus, LLP	O		\$132
413 Capitola Ave	Richard Emigh, Land Use	O		\$132
331 Capitola Ave. #D	Suess Insurance Agency	O		\$132
312 Capitola Ave Ste. C	Violet Blossom Massage	O		\$132
208 San Jose Ave	Capitola Surf & Paddle	O		\$132
220 Capitola Avenue	Psychic Mermaid	O		\$132
331 Capitola Ave	Capitola Village Real Estate	O		\$132
314 Capitola Ave	Law Offices of Sam Storey	O		\$132
200 Monterey Avenue	Lindemann & Sloan Properties	O		\$132
820 Bay Avenue Suite 210	Speech Righter, Inc.	O		\$132
425 Capitola Ave Ste. #1	Bodhi Addiction Treatment and Wellness	O		\$132
314 Capitola Ave	Springwater Wealth Management, LLC	O		\$132
314 Capitola Ave	John H. McSpadden	O		\$132
115 San Jose Ave	Art of Mine	O		\$132
115 San Jose Ave Suite N	The Stowaway Hair Studio	O		\$132
202 Stockton Ave	Bayside Property Management Services	O		\$132
314 Capitola Avenue	Miles J. Dolinger, Attorney at Law	O		\$132
201 Monterey Ste. H	Landmark Properties	O		\$132
212 San Jose Ave #2	Aaron Burke & Assoc.	O		\$132
1400 Wharf Rd	Capitola Boat & Bait	R	0 - 5	\$462
131 Monterey	Capitola Beach Co.	R	0 - 5	\$462
208A Monterey	Avalon Visions	R	0 - 5	\$462
110 Capitola Ave #3	Avijah Fashion Gallery	R	0 - 5	\$462
417 Capitola Ave	Betsy's Summerhouse Antiques	R	0 - 5	\$462
217 Capitola Ave	Big Kahuna Hawaiian Shirts	R	0 - 5	\$462
109 Capitola Ave	Capitola Seashells	R	0 - 5	\$462
205 Capitola Ave	Chocolate Bar	R	0 - 5	\$462
209 Capitola Ave	Craft Gallery	R	0 - 5	\$462
207 Capitola Ave	Craft Gallery Annex	R	0 - 5	\$462
114 Stockton Av	Euphoria Rio Mix	R	0 - 5	\$462
110 Capitola Ave., #2	Free to Ride	R	0 - 5	\$462
212 Capitola Ave	Gaia Earth Treasures	R	0 - 5	\$462
219 Capitola Ave	Hot Feet	R	0 - 5	\$462
201 Monterey #B	Kickback	R	0 - 5	\$462
120 Stockton Ave.	Latta	R	0 - 5	\$462
202 Capitola Ave.	Nubia Swimwear	R	0 - 5	\$462
204 Capitola Ave	Oceania	R	0 - 5	\$462
321 Capitola Ave	Pacific Gallery	R	0 - 5	\$462
110 Capitola Ave #1	Panache Bath & Body Shop	R	0 - 5	\$462
107 Capitola Ave	Phoebe's	R	0 - 5	\$462
300 Capitola Ave	Quality Market	R	0 - 5	\$462
116 San Jose Av	Rainbow City Limit	R	0 - 5	\$462
216 Capitola Ave.	Slap Happy	R	0 - 5	\$462
214 Capitola Ave	Super Silver	R	0 - 5	\$462
117 Capitola Ave	Surf n Shack	R	0 - 5	\$462
120 San Jose Ave	Sweet Asylum	R	0 - 5	\$462

Business Address	Business Name	Type	FY16/17 Est. Size	FY16/17 Est. Amount Due
121 San Jose Ave	Thomas Kinkade Gallery	R	0 - 5	\$462
201 Capitola Ave	Village Mouse	R	0 - 5	\$462
122 Capitola Ave	Yvonne	R	0 - 5	\$462
115 San Jose Ave.	Parking at the Mercantile	R	0 - 5	\$462
120 Monterey Ave.	Parking at the Theater	R	0 - 5	\$462
201 Monterey #A	Village Sea Glass	R	0 - 5	\$462
112 Capitola Ave. Suite, 100	Lumen Gallery	R	0 - 5	\$462
115 Capitola Ave	Capitola Reef	R	0 - 5	\$462
409 Capitola Ave	Art Inspired	R	0 - 5	\$462
115 San Jose Avenue	Om Rythms	R	0 - 5	\$462
224 Esplanade	RNTF, LLC dba Bedroom Desserts	R	0 - 5	\$462
112 Stockton Av	Sea Level T's	R	0 - 5	\$462
207 Monterey Avenue #100	Stella Boutique/Stella Mitchell	R	0 - 5	\$462
115 San Jose Avenue	Carousel Taffy & Treats	R	0 - 5	\$462
222 Esplanade	Slow Coast	R	0 - 5	\$462
111 Capitola Avenue	Gallery One	R	0 - 5	\$462
115 San Jose Ave	BFF Boutique	R	0 - 5	\$462
215 Capitola Ave	Vanity by the Sea	R	0 - 5	\$462
401 Capitola Avenue	Charley & Company	R	0 - 5	\$462
210 Capitola Avenue	Just Baby Gifts & Apparel	R	0 - 5	\$462
126 San Jose Ave	Zen Island	R	0 - 5	\$462
116 Stockton Ave	Xandra Swimwear	R	0 - 5	\$462
210 Monterey #1	Thai Basil	RL	0 - 5	\$308
312-B Capitola Avenue	It's Wine Tyme	RL	0 - 5	\$308
201 Esplanade	Rocks of Petra (ROP)	RL	0 - 5	\$308
105 Stockton Ave	Sea Side Coffee	RL	0 - 5	\$308
311 Capitola Ave	Calypso's Cove	RL	0 - 5	\$308
201 Monterey #C	Capitola Deli & Café	RL	0 - 5	\$308
110 Stockton Avenue	Bouchees	RL	0 - 5	\$308
107 San Jose Ave, Ste. #8	Left Coast Sausage Worx	SF	0 - 5	\$308
222 San Jose Av	Avonne Stone Jacobs, Judy Jacobs	SR	1	\$198
303 Cherry Way	Cal & Carla Cornwell	SR	1	\$198
305 Riverview Ave.	Capitola Pelican House	SR	1	\$198
1500 Wharf Rd #5	Colleen Merle Lund	SR	1	\$198
310 Riverview Ave	Eleanor Glover	SR	1	\$198
1500 Wharf Rd #14	Erline Mello	SR	1	\$198
318 Capitola Ave #2	Fred & Sharon Andres	SR	1	\$198
215 Monterey #A	Greg & Maxine Sivaslian	SR	1	\$198
206 Monterey	Jay & Pamela Chesavage	SR	1	\$198
5005 Cliff Dr. #3	Jean Ladoucour	SR	1	\$198
301 Cherry Way	Jeff & Kathie Gaylord	SR	1	\$198
208 Monterey C	Pat Castagnola	SR	1	\$198
327 Riverview Ave A	Paulo Franca	SR	1	\$198
109 Monterey #4	Sharon Dougan	SR	1	\$198
1500 Wharf Rd #7	Viola M Carr	SR	1	\$198
1500 Wharf Rd. #1	Bob Coe	SR	1	\$198
1500 Wharf Rd. #20	Leonard Tyson	SR	1	\$198
4960 Cliff Dr. #2	Tim & Stacy Hopkins	SR	1	\$198
1500 Wharf Rd #11	Jeri Chestnut	SR	1	\$198

Business Address	Business Name	Type	FY16/17 Est. Size	FY16/17 Est. Amount Due
225 San Jose Av	Michelle & Stephen Murphy	SR	1	\$198
318 Capitola Ave #1	Randy Hayes	SR	1	\$198
4995 Cliff B	David Johnson	SR	1	\$198
1500 Wharf Road #2	Albert Ribisi & Mary Scolari	SR	1	\$198
208 Stockton Ave	George Adzich	SR	1	\$198
5005 Cliff Drive Unit 1	Tom & Susan Baines	SR	1	\$198
4950 Cliff Drive	Lou Bergma	SR	1	\$198
318 Capitola Avenue #4	Deborah Cohen 318 Capitola Ave #4	SR	1	\$198
206 California Ave	Vito Mazzarino	SR	1	\$198
131 Lawn Way	Sunshine Villa	SR	1	\$198
318 Riverview	LaRock Rental	SR	1	\$198
215 San Jose Ave #A	Surf City Rentals Inc.	SR	1	\$198
320 Riverview	Leslie Vineyard	SR	1	\$198
409 Riverview	Creekside Cottage	SR	1	\$198
417 Riverview	Bridget Taylor	SR	1	\$198
309 Cherry Ave	Pan American Investments	SR	1	\$198
190 El Camino Medio	Gray Whale Beach House	SR	1	\$198
102 Lawn Way	Craig & Mimi French	SR	1	\$198
1500 Wharf Rd. #9	Grandma's Nest	SR	1	\$198
5005 Cliff Drive #6	Alanna Harvey	SR	1	\$198
212 El Camino Medio	Doug Raetz	SR	1	\$198
116 Esplanade #A-B	Dorean Moore	SR	2	\$396
317 & 327 Riverview Ave B	Steve & Linda Woodside	SR	2	\$396
5005 Cliff Dr. #4, 314 Riverview	Sue Norris	SR	2	\$396
1500 Wharf Rd #3,4	Watson Family Limited Partnership (Mike Newell)	SR	2	\$396
109 Cherry Ave Units A & B	Bill & Julie Kenney	SR	2	\$396
209 Stockton A & B	Castillo Properties	SR	2	\$396
4980 Cliff Unit A & B	Steve Pericone	SR	2	\$396
207 A & B San Jose Ave	Bailey Property Management	SR	2	\$396
397 & 399 Riverview Ave.	Castellanos Properties - Windmill Properties	SR	2	\$396
231 Esplanade #301, #300, #200	Robert Chestnut	SR	3	\$594
212 Monterey Ave #1, 3, 4	Joseph Minigione	SR	3	\$594
211 Monterey #A, B, C	Lindemann & Sloan Properties	SR	3	\$594
				\$79,948



NOTICE OF PUBLIC HEARING

ANNUAL RENEWAL OF THE CAPITOLA VILLAGE AND WHARF BUSINESS IMPROVEMENT AREA

Hearing Body: Capitola City Council
 Hearing Date: Thursday, June 16, 2016
 Hearing Time: 6:00 PM
 Hearing Place: City Hall Council Chambers
 420 Capitola Avenue, Capitola

The Capitola City Council hereby notifies you of a Public Hearing regarding the Annual Renewal of the Capitola Village and Wharf Business Improvement Area (CVWBIA) for Fiscal Year 2016-2017. The renewal plan proposes to add a new assessment category called "Restaurant – Limited" and keep assessment rates the same as last year, offering a 10% discount to businesses that pay by the due date. The report states the amount of "in lieu" assessment payments to be accepted from CVWBIA retail, food or lodging business members whereby these businesses tender retail, restaurant and lodging gift certificates for use by the CVWBIA in connection with its promotional activities.

For a copy of the budget or details of the annual renewal, contact the Capitola Village and Wharf Business Improvement Area Board Member Carin Hanna at 831-475-4466 or by email at capitolavillage1@gmail.com.

The Capitola City Council will hold the public hearing in the City Hall Council Chambers after the hour of 6:00 p.m. on Thursday, June 16, 2016, and will receive any oral or written protests or endorsements to the regularity or sufficiency of the proposed business improvement assessments. If written protests complying with Streets and Highways Code §36524 and §36525 are received from the owners of businesses which will pay fifty percent or more of the assessments, assessments will not be levied, the procedure will be terminated and will not be reconsidered until one full year has elapsed.

If you have any questions concerning the foregoing, please contact the Capitola Village and Wharf Business Improvement Area Board of Directors at 831-854-2350 or City Manager Jamie Goldstein at 831-475-7300.

DATED: May 26, 2016

 CITY OF CAPITOLA
 Susan Sneddon, City Clerk



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: Public Works Department

SUBJECT: Authorize the City to Surplus Four City Vehicles and One Coin Change Machine

RECOMMENDED ACTION: Approve the declaration of four vehicles and one change machine as surplus property and direct the Public Works Department to sell or dispose of the property.

BACKGROUND: City Council approval is required for the surplus of City owned capital assets. The Police Department and Public Works Department have identified four vehicles and one coin changer on the capital asset list that are no longer useful to the City and are recommending they be declared surplus property.

DISCUSSION: The following equipment is either no longer used or operational:

Department	Make	Model	Vin Number	Planned Disposition
Public Works	Ford	F150	2FTEF15YXLCA65816	sell at auction
Public Works	Saturn	Compact	1G8ZH5288WZ187163	sell at auction
Public Works	Ford	F150	1FTZZF1729YNB27427	non-operational, sold for parts
Police Department	Ford	Crown Vic.	2FAHP71V28X135404	non-operational, sold for parts
Police Department	Hamilton	Change Machine	AE22FZZFFZAAZZZ	sell at auction

FISCAL IMPACT: Profits from the sale of this equipment will be placed into the Equipment Replacement Internal Service Fund for the purchase of future equipment.

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

5/20/2016

Report Prepared By: Steve Jesberg
Public Works Director



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: City Manager Department
SUBJECT: Consider extending the Wharf House Restaurant Lease

RECOMMENDED ACTION: Approve the lease extension.

BACKGROUND: The current lease between the City and Willie Case, the owner of the Wharf House Restaurant, was agreed upon in 2001. In 2006, the first amendment to the lease was approved, which extended the lease for five years with a lessee option for an additional five-years. That five year option was exercised by Mr. Case in March of 2011. The first amendment to the lease expires in May 2016.

At the April 14, 2016, City Council meeting, staff was directed to create a second amendment and extend the lease with language to include the potential of the City performing significant work on the Capitola Wharf which would potentially disrupt or close restaurant operations for a period of time.

At the May 12, 2016, City Council Meeting, this item was continued to a future meeting.

DISCUSSION: After discussions with the City Attorney, staff determined the best way to address the potential work on the Capitola Wharf was to create a lease with one-year terms, which are automatically renewed unless either party gives a 90-day notice to terminate the lease. The lessee is aware of the potential work on the Wharf as he stated at the April 14, 2016, Council meeting when discussed.

The following items were also changed or added in the second amendment to the lease:

- Lessee acknowledges that the City is evaluating potential work on the Wharf;
- Lessee is now responsible for all grease and oil related blockages to the sewer line between the Wharf House Restaurant and the sewage pump on the Wharf;
- Specific language detailing the one month "rent credit" for a fireworks show;
- Insurance requirements have been updated.

FISCAL IMPACT: The current monthly rent for the Wharf House Restaurant is \$3,683.95. The lease contains language that will adjust the monthly rent base on the Consumers Price Index annually on January 1st.

ATTACHMENTS:

1. Wharf House Lease 2nd Amendment

Wharf House Lease
May 26, 2016

2. 2001-2006 Wharf House Lease With Reflected Changes

Report Prepared By: Larry Laurent
Assistant to the City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

5/20/2016

2nd AMENDMENT TO
WHARF RESTAURANT LEASE
BETWEEN
CITY OF CAPITOLA AND WILLIE CASE

This 2nd Amendment to Wharf Restaurant Lease Between City of Capitola and Willie Case (“2nd Amendment”) is made and entered into as of this _____ day of May, 2016 (“Effective Date”), by and between the City of Capitola (“Lessor”) and Willie Case (“Lessee”) (individually referred to herein as “Party” and collectively as “Parties”).

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Wharf Restaurant Lease Between City of Capitola and Willie Case, date Real Estate Lease dated May 21, 2001 (the “Original Lease”) for the exclusive use of all of the interior, including wall surfaces and windows, of the existing Restaurant Structure located on the Capitola Wharf, excluding the restroom (the “Premises”), which Premises are further depicted on Exhibit A attached to the Original Lease (which is incorporated herein by reference).

WHEREAS, the term of the Original Lease commenced on May 21, 2001 and was initially scheduled to expire on May 10, 2006.

WHEREAS, the Original Lease was amended pursuant to that certain 1st Amendment to the Wharf Restaurant Lease Agreement Between City of Capitola & Willie Case, executed by the Parties on May 16, 2006 and June 1, 2006, respectively (“1st Amendment”). (The Original Lease and 1st Amendment are hereinafter collectively referred to as the “Lease”).

WHEREAS, pursuant to such 1st Amendment, the Lease term was extended for five (5) additional years, commencing on May 11, 2006 and ending on May 10, 2011, and Lessee was provided with the option to renew the Lease for five (5) additional years.

WHEREAS, in March 2011, Lessee exercised his option to renew and the Lease is currently scheduled to expire on May 10, 2016.

WHEREAS, Lessor and Lessee desire to extend the term of the Lease and to further amend and modify the Lease as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, terms, conditions, and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties hereby agree as follows:

1. Recitals. All of the above recitals are incorporated herein and made a part hereof, as if fully set forth in the text of this 2nd Amendment.

2. Defined Terms. Unless otherwise provided in this 2nd Amendment, all defined terms used herein shall have the meanings ascribed to them in the Lease.

3. Term; Termination. Section 1, Term, of the Lease is hereby deleted in its entirety and replaced with the following:

Term; Termination.

(a) Initial Term. The initial term of this Lease shall commence on May 21, 2001 and end on May 10, 2017 (“Initial Term”), unless sooner terminated or extended under the terms of this Lease.

(b) For purposes of this Lease, all references to the “Term” shall be construed to include the Initial Term and the Extended Term(s) (as defined below) as the options to extend are exercised, unless the context clearly and unequivocally requires otherwise.

(c) Option to Extend Term.

i. If Lessee fully and faithfully performs all of the terms and conditions of this Lease, Lessee shall have the option, subject to and only with the mutual consent of Lessor, to extend the Initial Term of this Lease for four (4) consecutive additional periods of one (1) year each immediately following the then current Term (the “Extended Term”). Except to the extent otherwise provided in this Lease, at the end of the Initial Term and each successive Extended Term, Lessee will be presumed to have exercised its option to extend and the Term of this Lease will automatically extend for such one (1) year Extended Term (subject to the termination provisions set forth below), unless either Party provides written notice to the other of such Party’s intent not to extend the Lease (“Notice of Non-Extension”) by no later than ninety (90) days before the scheduled expiration of the Initial Term or, if applicable, the Extended Term. If either Party timely delivers such Notice of Non-Extension, the Lease will expire at the end of the Initial Term or then current Extended Term, the option to extend shall terminate and be null and void, and Lessee shall have no other rights to extend the Lease Term. The Extended Term will be subject to all terms, conditions, and covenants set forth in this Lease, except that the monthly base rent for each such Extended Term shall be adjusted in accordance with the provisions of Sections 4(a) and 30(g). Lessee’s option(s) to extend are further subject to the terms and conditions set forth below.

ii. Lessee may not exercise the options granted herein during any time Lessee is in default of any provision of this Lease or in the event that Lessee has been in default in the performance of any of the terms and/or conditions of this Lease on two (2) or more separate occasions during the twelve (12) months prior to exercising an option and has been notified of such defaults by Lessor. If Lessee is in default under this Lease on the date that Lessee exercises an option to extend, then Lessor may elect to (i) allow Lessee to exercise such option notwithstanding the breach or default of Lessee (which acceptance shall not waive or otherwise relieve Lessee of its obligations to

promptly correct such default and fully comply with all terms and conditions of this Lease); or (ii) rescind Lessee's option right, and Lessee's efforts to exercise the option to extend shall be totally ineffective, null and void, the subject Extended Term shall not commence and this Lease shall expire at the end of the Initial Term or applicable Extended Term.

iii. Any option granted to Lessee in this Lease is personal to the original Lessee and cannot be assigned or exercised by anyone other than said original Lessee without Lessor's prior written consent, which may be given or withheld in Lessor's sole and absolute discretion, and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

(d) Right to Terminate. Lessor may terminate this Lease for any reason by providing Lessee with written notice (delivered in accordance with Section 15, Notice) at least ninety (90) days prior to the effective date of termination, without any liability to Lessee by virtue of such termination.

4. Rent Reduction During Annual Firework Event. Subsection (l) of Section 4, Rental and Payment of Taxes and Assessments, is hereby amended to add the following:

"Each year, Lessor may host the annual Monte Foundation Fireworks show, during which the Capitola Wharf, including, but not limited to, the Premises, must be closed (i.e. the gate that controls public access to the Wharf is shut and padlocked) to public access for several days ("Annual Fireworks Closure"). Lessee receives advanced notice of such Annual Fireworks Closure. If and when such Annual Fireworks Closure occurs, Lessee (as Lessee's sole and exclusive remedy for the entire period of disruption, restricted occupancy, and/or closure and any and all impacts [including, without limitation, any costs incurred, loss of use, lost profits, loss of business, etc.] relating to the Annual Fireworks Closure) shall receive a one-time annual credit equal to one month's fixed base rent (at the then current rate), which, as of May 1, 2016, equals three thousand, six hundred, eighty-three and 00/100 dollars (\$3,683), as full and complete compensation for the Annual Fireworks Closure ("Annual Fireworks Rent Credit"). Such adjustment shall be effectuated by a one-time credit, applied against rent due during the subject Lease year, and computed by the Finance Department. Lessee shall pay the amounts specified in the Lease for rent, without reduction for such Annual Fireworks Closure, until such time as Lessee receives, in writing, a statement of the relevant Annual Fireworks Rent Credit. Thus, for example, if the Annual Fireworks Closure occurred on May 20, 2016, Lessee would receive one Annual Fireworks Rent Credit of \$3,683 for the entire Annual Fireworks Closure, which credit would be calculated by the Finance Department, applied against rent due by Lessee to the Lessor during the May 11, 2016

through May 10, 2017 Lease year, and reflected in a written rent adjustment notice issued by Lessor to Lessee after conclusion of the Annual Fireworks Closure. Lessee will receive no more than one such credit per Lease year. Other than the Annual Fireworks Rent Credit described herein, Lessee will not receive any rent credit, adjustment, reduction, or abatement or any other compensation for any Annual Fireworks Closure.”

5. Condition of Premises. Section 6, Condition of Premises, of the Lease is hereby deleted in its entirety and replaced with the following:

Condition of Premises; Capitola Wharf Rules and Regulations.

Lessee acknowledges and agrees that Lessor has made no representations as to the condition of the Capitola Wharf or Premises or the suitability or safety of the Capitola Wharf or Premises for any purpose whatsoever. Lessee is accessing, occupying and using the Premises in its “AS IS” condition and at Lessee’s own risk. Lessor makes no warranties, expressed or implied to Lessee.

(a) Lessee agrees to accept possession of the Premises in the condition existing as of the date Lessee executes this Lease **and again, as of the date Lessee executes the 2nd Amendment (in May 2016)**, and, subject to the terms and conditions of this Lease. Lessee represents that it has inspected the Premises and agrees to accept them in their present “AS IS, WHERE IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS” condition as of the date Lessee executes the Lease and again **as of the date Lessee executes the 2nd Amendment in May 2016**, with no representation as to the fitness for a particular use, physical condition, zoning, environmental conditions, etc. Lessee acknowledges that no representations, express or implied, with respect to the condition of the Premises or the Capitola Wharf have been made to the Lessee by the Lessor. Lessor does not warrant or guarantee the Premises (or the Capitola Wharf) as being suitable for Lessee’s purposes. Lessee is responsible for determining whether or not the building codes, applicable permits, laws, covenants or restrictions of record, regulations, and ordinances (“Applicable Requirements”), and the zoning, are appropriate for Lessee’s intended use, and acknowledges that past uses of the Premises may no longer be allowed. Correction of any item of non-compliance with an Applicable Requirements shall be the obligation of Lessee at Lessee’s sole cost and expense. Any work required by Lessee to prepare the Premises for its occupancy and use (including, but not limited to, any repairs and/or improvements, structural or otherwise, needed for the Premises to comply with applicable requirements of the Americans with Disabilities Act (ADA)) shall be paid for by Lessee and shall be subject to all of the terms and conditions set forth in this Lease.

(b) Lessee acknowledges that: (i) it has been advised by Lessor to satisfy itself with respect to the condition of the Premises (including, but not limited to the electrical, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee’s intended use; (ii) Lessee has made such investigation as it deems necessary with

reference to such matters and assumes all responsibility therefore as the same relate to its occupancy and use of the Premises; and (iii) neither Lessor, nor Lessor's employees, representatives, or agents have made any oral or written representations or warranties with respect to said matters other than as expressly set forth in this Lease. This Lease is subject to all matters of public record (including, but not limited to, the Capitola Wharf Condition Assessment and Resiliency Study (dated April 6, 2016) and the related public presentation and discussions that occurred during the April 14, 2016 Capitola City Council meeting, at which Lessee was in attendance) and such other matters as are apparent from an inspection of the Premises, including, but not limited to, existing easements, leases, licenses, servitudes and right-of-ways for roads, telephone, and electric power lines and facilities, pipelines, and other purposes whether recorded or not.

(c) Lessee acknowledges and understands that Lessor is in the process of evaluating and assessing the Capitola Wharf and preparing a ten-year improvement plan, which will likely include various Wharf projects during the Term of the Lease. As part of this process, certain Wharf improvement projects, including, but not limited to, pile repair and replacement, have been recommended. Accordingly, Lessee further acknowledges and understands that during the Term of this Lease, Lessor will likely be engaging in and performing various projects on the Capitola Wharf, which may include significant structural changes to the Capitola Wharf and/or Premises that could necessitate closure of the Capitola Wharf (and/or Premises) and/or termination of this Lease. Lessee enters into this Lease with full knowledge of the existing conditions of the Capitola Wharf (including, but not limited to, the need for ongoing repair and improvements) and the understanding that at any point during the Lease Term, the Lessor may substantially change the Capitola Wharf and/or Premises, close the Capitola Wharf and/or Premises, and/or terminate this Lease, without any liability to Lessee by virtue of such actions and/or termination.

(d) Lessee 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 by disabled individuals. Lessee agrees to release, indemnify, defend and hold harmless Lessor (and its officials, officers, directors, employees, agents, representatives, independent contractors, successors and assigns) from and against any claim, loss, expense or liability arising from Lessee's failure to fully comply with all such laws or regulations.

(e) This Lease is made subject to the provisions of California Civil Code Section 718, and it is agreed that if at any time the leasing of the Premises herein described shall interfere with the use of the Capitola Wharf for navigation, fishing and/or commerce, then this Lease shall terminate, without any liability to Lessee my virtue of such termination.

(f) Lessor shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Lessee, or Lessee's officers, employees, invitees, customers, agents, representatives,

servants, contractors, clients, guests, invitees, or any other person in, on, at, or about the Premises, unless (and only to the extent) caused by Lessor's sole negligence or willful misconduct.

(g) The foregoing acknowledgements, assurances, representations, and understandings by Lessee and Lessee's agreement to accept the Premises in their "AS IS, WHERE IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS" condition as of the date Lessee executes the 2nd Amendment, are material conditions and inducements to Lessor entering into the 2nd Amendment and agreeing to extend the Lease as provided in the 2nd Amendment.

6. Lessee Responsible for Sewer Line. Section 7, Maintenance of Building, is hereby amended to read as follows:

"Lessee agrees to assume full responsibility for the operation and maintenance of the Premises throughout the Term of this Lease at its sole expense. Lessee agrees to perform all repairs and replacements and construct any improvements necessary to maintain and preserve the Premises in a decent, safe, healthy and sanitary condition in a manner satisfactory to Lessor and in compliance with all applicable laws, regulations and requirements of any governmental entity and insurance company insuring all or any part of the Premises. Lessee agrees that Lessor shall not be required to perform any maintenance, repairs or services or to assume any expense not specifically assumed herein in connection with the Premises and Lessee hereby waives all rights to make repairs or to cause any work to be performed at the expense of Lessor as provided for in Section 1941 *et seq.* of the California Civil Code. The exterior wall maintenance, including windows, and roof maintenance is the responsibility of Lessor. Lessor shall maintain the existing heating and cooling systems in reasonable order. Lessor shall maintain electrical wiring and plumbing elements (excluding the sewage line to and from the Premises, the maintenance and repair of which shall be Lessee's responsibility) located within the walls to their level of adequacy as of the effective date of the within lease. In all other respects Lessee shall, at Lessee's own cost and expense, keep the leased premises (including, without limitation structural and nonstructural features, as well as, fixtures, furnishings, systems, facilities, and equipment) in good condition and repair. The water purifier and the walk-in refrigerator are fixtures owned by Lessee and may be removed by Lessee at the end of the term. Lessee shall maintain at its sole cost and expense the walk-in refrigerator, and if necessary, replace it.

Grease and oil generated from and/or used in Lessee's business operations at the Premises can place a significant burden on the sewer line servicing the Premises and have, on occasion, formed blockages in the sewer pipes. Accordingly, Lessee shall also maintain and repair, at its sole cost and expense, the sewer pipelines from the Premises to the sewage pump station on the Wharf and be responsible for repairing and clearing any clogs caused by Lessee's operations at and/or use of the Premises. Should a blockage be determined by Lessor to be caused by use of the public restrooms, the Lessor will reimburse the Lessee for the direct costs of the repairs, but only to the extent such repair costs are solely and directly caused by the use of the public restrooms.

Excepting such normal maintenance and repair work as is required hereunder, the premises shall not be altered, repaired, or changed, no signs shall be attached to, painted upon, or otherwise affixed to the exterior of a building, nor shall any changes be made in the exterior of a building so as to alter the color, finish or other architectural or aesthetic features of said building without obtaining the prior written approval of Lessor. Lessee agrees that all alterations, additions and improvements, including, **but not limited to**, fixtures, made or affixed in, to, or on the premises, except such unattached movable business fixtures as have been described in a written inventory filed by Lessee prior to placement of said fixtures on the leased premises and approved by Lessor for removal upon the expiration of the term hereof, shall be the property of Lessor, and shall remain upon and be surrendered with the premises. Any improvements to the interior of the premises, including, **but not limited to**, fixtures, requires the advance approval of the Lessor. Such improvements shall be of a quality acceptable to the Lessor and in keeping with the decor established for the wharf. Lessee further agrees not to overload the said premises or to install any machinery therein without the written consent of the Lessor, and that any damage or injury done to the premises by the Lessee or by any person who may be in or upon said premises shall be paid for by Lessee. Lessee agrees, at the expiration of the term of this lease, or upon the 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, or fire, excepted.”

7. Indemnification and Insurance. Section 12, Indemnification and Liability Insurance, is hereby deleted in its entirety and replaced with the following:

Indemnification and Liability Insurance.

(a) Lessor shall not be liable to Lessee for any damage or injury to the person, business, or property of Lessee (or Lessee's officers, employees, invitees, customers, agents, representatives, servants, contractors, clients, or guests) from any cause, which is not the result of Lessor's sole negligence or willful misconduct. Lessee agrees to indemnify, release, defend (with counsel reasonably satisfactory to Lessor), and hold harmless Lessor, and its officials, officers, employees, representatives, agents, successors and assigns (collectively “Indemnified Parties” and individually “Indemnified Party”), from and against any and all losses, claims, demands, actions, penalties, fines, judgments, costs and expenses (including, but not limited to, reasonable attorneys’ fees and investigation costs), liabilities, and/or damages, of any kind or nature, whether for any injury or damage to person or property, or any other damage, as a result of, or arising out of this Lease, Lessee’s occupancy and/or use of the Premises, any breach or default of Lessee’s obligations to be performed under the terms of this Lease, any activity, work, or other thing done, permitted, or suffered by Lessee in, on or about the Premises (including, but not limited to, claims arising from the Lessee’s use of any facilities on the Premises), and/or arising from any reason or cause whatsoever in connection with the use or occupancy of the Premises by Lessee (and/or any officer, representative, agent, employee, servant, contractor, client, guest, customer, or invitee of Lessee) during the Term and such longer period of time thereafter as Lessee or any third party continues to

occupy or be in possession of the Premises or any facility thereon (the “Indemnity Period”). This indemnification by Lessee shall not include indemnity for the sole negligence or intentional misconduct of Lessor. In any case, action, or proceeding brought against Lessor (and/or another Indemnified Party) by reason of any such claim, Lessee shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee shall not settle any claim relating to, involving, or affecting the Lessor without the Lessor’s prior written consent. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause other than the sole negligence or intentional misconduct of Lessor, and Lessee hereby waives all claims in respect thereof against Lessor (and/or the Indemnified Parties). Lessee’s obligations under this Article shall survive the expiration or earlier termination of this Lease.

(b) Lessee shall maintain the insurance required in Attachment 1 (attached hereto and incorporated herein). Upon execution of this Lease and the 2nd Amendment, and, in any event, before Lessee enters the Premises (or any portion thereof), Lessee shall, at its sole cost and expense, procure and maintain in full force and effect, so long as may be necessary to fully protect Lessor and, in any event, at least through the end of the Lease Term, Worker's Compensation Insurance in accordance with the laws of the state in which the Premises is located; Employers' Liability Insurance; “All Risk” Property Insurance; Commercial General Liability Insurance on an occurrence basis only, insuring Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto, including completed operations, contractual liability, and Lessor’s Protective Liability Insurance; Comprehensive Automobile Liability Insurance on an “Any Auto” basis covering any and all owned, non-owned and hired automobiles used in connection with the Premises and such other coverage and in the minimum limits as specified in Attachment 1. Lessor may require reasonable increases in the minimum limits for the Commercial General Liability and Automobile Liability coverages. If Lessee’s existing coverage does not meet the requirements set forth herein, Lessee agrees to amend, supplement or endorse the existing coverage to do so at no additional cost to Lessor. Compliance in full with the insurance requirements stated in this Lease is understood to be a condition precedent to Lessor’s obligations under this Lease.

(c) All insurance required to be carried by Lessee pursuant to this Section 12 and Attachment 1 (excluding Workers’ Compensation) shall be subject to the Lessor’s reasonable approval and shall: (i) be endorsed to (A) name the Lessor, its City Council members, boards, commissions, officers, officials, employees, agents, and volunteers as additional insureds in accordance with the requirements in Attachment 1 of this Lease, and (B) state that the insurance provided by the Lessee shall apply as primary insurance without qualification and that any other insurance maintained by Lessor shall be in excess only and shall not be called upon to contribute with the insurance of Lessee; (ii) be carried with a company(ies) duly licensed to do business in the State of California and bearing a rating of “A” or better; and (iii) contain a waiver by the insurer of any right to subrogation against the Lessor, its City Council members, boards, commissions, officers, officials, employees, agents, and volunteers. The Commercial General Liability,

Automobile Liability and Employer's Liability coverages required may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess and/or umbrella liability policies.

(d) A certificate of the insurance (ACORD form 25S), satisfactory to Lessor, evidencing that the coverage required under this Lease is in place, stating policy numbers, dates of expiration and limits of liability thereunder, containing the provisions specified herein, and further providing that such policies shall not be subject to cancellation, lapse or change except after at least thirty (30) days' prior written notice to the Lessor, shall be delivered to Lessor on or before the effective date of the 2nd Amendment, and thereafter upon renewal of such policies prior to the expiration of the term of such coverage.

(e) If Lessee fails to procure, maintain or show evidence of insurance as required by this Lease, Lessor shall have the right, but not the obligation, to procure and maintain the required insurance for the benefit of Lessee and Lessor. The premiums paid by Lessor shall be treated as additional rent due from Lessee, to be paid on the first day of the month following the date on which the premiums were paid.

8. Rules and Regulations. Section 18, Rules and Regulations, of the Lease is hereby deleted in its entirety and replaced with the following:

Rules and Regulations; Compliance with Laws.

(a) Lessee acknowledges and understands that the Premises is located on property of Lessor primarily devoted to commerce and navigation, namely the Capitola Wharf, which is under exclusive control of Lessor. By executing this Lease, Lessee 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 and/or improvement of the Capitola Wharf, including, but not limited to, such directives as to the usage of the Capitola Wharf as may be determined or promulgated by the officers, department heads, or duly authorized representatives of Lessor in their official or departmental capacity. Lessee further agrees that such laws, ordinances, directives, rules, regulations and/or conditions as may be imposed by Lessor through its City Council, administrative officers, department heads and/or duly authorized representatives, shall be subject to immediate compliance by Lessee without question or qualification as to the validity or reasonableness thereof.

(b) Lessee shall not use, or permit the Premises or any part thereof to be used, for any purpose other than the purpose for which the Premises are hereby leased. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof. Nor shall Lessee sell or permit to be kept, used, stored or sold in or about the Premises any article which may be prohibited by any policy of fire insurance obtained by the Lessor. Lessee shall, at its sole

cost and expense, comply with any and all requirements regarding the use of the Premises by any company that issues a policy of fire, casualty or public liability insurance to the Lessor. Lessee shall not cause or permit the Premises or any adjoining portion of the Capitola Wharf to be used for any illegal purposes or in any way that constitutes waste or a nuisance, or that unreasonably annoys, disturbs or interferes with owners and/or occupants of, or causes damage to the balance of the Capitola Wharf, neighboring premises, properties, or improvements. Lessee shall not use the Premises for any purpose that is prohibited by any law, statute, ordinance, permit or governmental rule or regulation now in force, or that may be enacted or promulgated in the future. Lessee shall, at its own cost and expense, comply promptly with all laws, statutes, ordinances, rules, regulations, orders, permits, and requirements of any duly constituted governmental or public authority now in force, or that may be enacted or promulgated in the future, and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating in any way to the operation of Lessee's business at the Premises and/or the use of the Premises, Lessee's operations on the Premises, the storage of personal property and equipment, including, in particular, but not limited to, all the terms and conditions of any City of Capitola conditional use permits, and/or any other permits, authorizations, and/or licenses pertaining to the Premises, INCLUDING, BUT NOT LIMITED TO, ALL LOCAL COUNTY, STATE AND FEDERAL LAWS RULES AND REGULATIONS CONCERNING THE SAFETY, AND/OR THE USE, STORAGE AND DISCARDING OF HAZARDOUS SUBSTANCES AND OTHERWISE RELATED TO ENVIRONMENTAL PROTECTION (collectively "laws").

9. **Right of Entry For Alteration, Modifications and Repairs.** Section 20, Right of Entry For Alteration, Modifications and Repairs, of the Lease is hereby deleted in its entirety and replaced with the following:

Right of Entry For Alteration, Modifications and Repairs.

(a) It is agreed that Licensor has reserved and shall at all times have the right to alter, repair, improve, and/or add to the Premises and/or the Capitola Wharf (including, but not limited to, the structure), including, without limitation, areas that may support the Premises (either directly or indirectly), as well as areas that may affect (in any way) the use and/or occupation of the Premises and/or any other portions of the Capitola Wharf used in operation of Lessee's business. It is further agreed that, for the purpose of making alterations, repairs, improvements, and/or additions to said Premises and/or Capitola Wharf, or any part thereof, whether supporting the Premises or affecting the use and occupation of said Premises, Lessor shall have the right of entry upon said Premises and/or Capitola Wharf to erect scaffolding and all other necessary or convenient structures about and upon the Premises and/or Capitola Wharf, and, further, that Lessor shall have the right, on Lessor's finding it necessary to do so, to remove all or such portions of any such structure or building subject to the Lease herein, as may be required to make repairs, alterations, improvements and/or additions to the Capitola Wharf and/or the Premises.

(b) Lessor, its agents, contractors, employees and assigns may enter the Premises at all reasonable times to:

- i. Examine the Premises and any buildings, structures, and/or improvements thereon;
- ii. Perform any obligation of, or exercise any right or remedy of, Lessor under this Lease;
- iii. Maintain, make repairs, alterations, improvements and/or additions to the Premises, or to other portions of the Capitola Wharf as Lessor deems necessary;
- iv. Perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter;
- v. Perform work that Lessor deems necessary to prevent waste or deterioration in connection with the Capitola Wharf; and
- iv. Perform work that Lessor deems necessary to prevent waste or deterioration in connection with the Premises should Lessee fail to commence to make, and diligently pursue to completion, in a reasonable time as defined by Lessor, Lessee's required repairs after written demand therefore by Lessor.

(c) Lessee hereby waives any claims for damage and/or injury against Lessor (including, but not limited to, those arising from loss of business) by reason of Lessor's entry onto, use of, modification to, and/or removal of all or any portion of the Premises and/or any structure or building on the Capitola Wharf (including, but not limited to, any structure or building leased pursuant to the terms of this Lease) for the purpose of making repairs, alterations, improvements, and/or additions to the Premises, the Capitola Wharf, and/or to any other area. As Lessee's sole and exclusive remedy, Lessee's rents upon said Premises shall be subject to abatement during such period that Lessee shall be unable to use or occupy the entire Premises and on a prorated basis in the event only a portion of the Premises is not subject to use and occupation during said alterations, repairs, improvements, and/or additions.

(d) Lessor agrees to give Lessee reasonable notice of intention to make repairs, except in situations involving immediate peril and hazard to the Capitola Wharf, when such entry shall be made summarily by Lessor. Lessor shall be the sole and exclusive judge as to what constitutes immediate peril and hazard to the Capitola Wharf.

10. Destruction of Premises. Section 21, Destruction of Premises, is hereby amended as follows:

Destruction of Premises.

(a) In the event of a partial destruction of the Capitola Wharf structure of which the demised Premises are a part, excluding any building thereon, during the said Term of this Lease, from any cause, Lessor shall forthwith repair the same provided Lessor determines that such repairs are covered by insurance proceeds from policies then in place and can be made within thirty (30) calendar days under the laws and regulations of State, Federal, County, and/or Municipal authorities, but said partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled (as Lessee's sole and exclusive remedy) to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee on the said premises. If Lessor determines that such repairs are not covered by insurance proceeds and/or cannot be made within thirty (30) days, Lessor may, at its sole and absolute option (without any obligation to do so), make same within a within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as aforesaid in this paragraph provided. In the event that Lessor does not so elect to make such repairs which Lessor determines are not covered by insurance proceeds and/or cannot be made within thirty (30) days, or such repairs cannot be made under such applicable laws and regulations of State, Federal, County, and/or Municipal authorities, this Lease may be terminated at the option of either party.

(b) The provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of the State of California (and any successor statutes) are inapplicable with respect to any destruction of the Premises, such sections providing that a lease terminates upon the destruction of the leased premises unless otherwise agreed between the parties to the contrary. In respect to any ~~partial~~ destruction of the Premises (including, but not limited to, any partial destruction which Lessor is obligated to repair or may elect to repair under the terms of this Section 21) ~~paragraph~~, the provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of the State of California (and any successor statutes) are waived by Lessee.

(c) Lessee shall immediately notify Lessor in writing upon the occurrence of any damage or destruction that may occur on or to the Premises. In the event of a destruction of or damage to the Premises or a building which is a part of the leased Premises, to the extent of less than fifty percent (50%) of the replacement cost thereof, during the said Term, from any cause, Lessee shall to the extent of applicable insurance proceeds, forthwith repair, restore and/or rebuild the same, but said partial destruction and/or damage shall in no way annul or void this Lease, except as hereinafter provided. Lessee, at Lessee's sole cost and expense, shall commence such repair and restoration work as soon as is reasonable under the circumstances and continue thereafter diligently and without interruption thereof to complete said repair and restoration work. The repairs required hereby shall be such as to restore the Premises and/or building to substantially the same condition as immediately preceding said partial destruction and/or damage.

(d) In the event that the Premises and/or building on the demised Premises be destroyed or damaged to the extent of more than fifty percent (50%) of the replacement cost thereof, Lessor may elect to terminate this Lease.

(e) In the event of any dispute between Lessor and Lessee relative to the provisions of this paragraph, Lessor's reasonable findings and conclusions as to ability to repair and extent of damage shall be binding upon Lessee.

(f) If a qualified expert's written report made after May 11, 2016~~September 15, 2000~~ reasonably concludes that the condition of the pilings is such that the immediate cost of rendering the Capitola Wharf safe for the uses contemplated by this agreement is in excess of \$300,000, and Lessor makes and institutes a decision not to make such repairs (with adequate notice to Lessee and public hearing on the report), then Lessor may terminate this Lease upon ninety (90) days~~five months~~ written notice to Lessee, from date of formal City Council action being entered. "Immediate cost", as used in this sub-paragraph, means the amounts a qualified expert reasonably opines must be spent in 18 months following the issuance of his/her report in order for the Wharf to be safe for the uses contemplated by this Lease. ~~"Immediate costs" does not refer to the normal costs of periodically maintaining or replacing planking. It does not include that portion of such costs for which the Lessor would be certain of reimbursement through insurance or grants. Lessor agrees to make its best good faith efforts to obtain funding and grants from other governmental sources, to defray portions of "immediate costs" as defined hereinabove.~~

(g) Unless this Lease has been terminated pursuant to the provisions hereof, Lessee's obligation to make payments of rent and to perform all its covenants and conditions shall not be affected by any damage or destruction of the Premises by any cause whatsoever (other than the sole negligence or willful misconduct of Lessor), and Lessee hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligations of Lessee as herein set forth, or which relieves Lessee therefrom. Lessee expressly waives any right it may have, in law or equity, to offset any cost incurred by Lessee for repairs or restoration to the Premises against Lessee's obligations to pay rent and other amounts under this Lease.

(h) Notwithstanding any other provision of this Lease, upon any event of damage or destruction to the Premises, Lessee shall at its sole cost and expense promptly take such actions and undertake and complete such work as is necessary to assure the safe condition of the Premises pending the ultimate disposition.

11. Section Headings. The section headings contained in this 2nd Amendment are for convenience only and shall in no manner be construed as part of this 2nd Amendment.

12. Not Retroactive. Except as expressly stated otherwise in this 2nd Amendment, this 2nd Amendment shall be deemed to be effective as of May 11, 2016 and

shall not be construed to be retroactive and shall have no effect on the terms and conditions of the Lease prior to May 11, 2016.

13. Ratification of Lease. Except as modified in this 2nd Amendment, all of the terms, conditions, covenants, provisions, representations and warranties contained in the Lease shall remain in full force and effect and are hereby ratified, confirmed, reaffirmed and republished in all respects and the Lease is deemed modified to reflect the changes set forth in this 2nd Amendment. If the provisions of this 2nd Amendment and the provisions of the Lease, previously amended shall conflict, then the provisions of this 2nd Amendment shall control.

14. Counterparts. This 2nd Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

15. Authority. The individuals executing this 2nd Amendment on behalf of the Parties hereby warrant that they have the requisite authority to execute this 2nd Amendment on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed, delivered and intend this 2nd Amendment as of the date set forth above.

By: Willie Case Date: _____

CITY OF CAPITOLA

By: Jamie Goldstein, City Manager Date: _____

Approved as to Form:

Anthony Condotti, City Attorney Date: _____

Attachment: Wharf House Lease 2nd Amendment (1480 : Wharf House Lease)

ATTACHMENT 1 INSURANCE

INSURANCE LIABILITY LIMITS:

1. Workers' Compensation & Employer Liability

Workers' Compensation Limits - Statutory as required by applicable State Law

Employers Liability Limits

\$1,000,000 Each Accident
\$1,000,000 Disease - Policy Limit
\$1,000,000 Disease - Each Employee

The insurer shall agree to waive all rights of subrogation against Lessor, its City Council members, boards, commissions, officers, officials, employees, agents and volunteers arising from Lessee's occupancy and/or use of the Premises.

2. "All Risk" Property Insurance against loss or damage to the Premises and any Lessee improvements or betterments resulting from fire, windstorm, hail, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage casualty insurance policies. Such insurance shall be maintained in an amount not less than one hundred percent (100%) of the full replacement value of the Premises and any Lessee improvements and betterments. Such property insurance shall name the Lessor as a loss payee as its interest may appear.

3. Commercial General Liability (Occurrence Form Only) Limits

\$3,000,000 Each Occurrence /\$3,000,000 Aggregate
\$3,000,000 Personal Injury Liability
\$3,000,000 Aggregate for Products-Completed Operations

Including products, completed operations, contractual liability, broad form property damage to include injury to or destruction of Lessor's property, coverage for explosion, collapse and underground damages, and limited pollution liability endorsement.

4. Automobile Liability Limits

\$2,000,000 Combined Single Limit Each Occurrence Bodily Injury and Property Damage
Including Owned, Non-owned, and Hired Vehicles

The policy shall be endorsed to include Motor Carrier Act endorsement – Hazardous Materials Cleanup (MCS-90).

5. Environmental Impairment Liability/Pollution Liability Insurance Limits

\$2,000,000 Per Occurrence/\$2,000,000 in the aggregate
Covering losses caused by pollution conditions that arise from the operations of the Lessee to apply to bodily injury, property damage, including loss of use of damaged property or of property that has been physically injured, cleanup costs, and defense.

Endorsed to name Lessor, its City Council members, boards, commissions, officers, officials, employees, agents and volunteers as additional insureds

The additional insured endorsement required under the Lease shall be written utilizing standard ISO form CG 20 10 04 13 in combination with ISO form CG 20 37 04 13, or the equivalent, as determined by Lessor, and the endorsement required under the Lease for primary and non-contributory coverage shall be written utilizing standard ISO form CG 20 01 04 13. There shall be no modification or change from the standard ISO form language.

WHARF RESTAURANT LEASE

BETWEEN

CITY OF CAPITOLA

AND

WILLIE CASE

FROM May 21, 2001 TO MAY 10, 2006

Attachment: 2001-2006 Wharf House Lease With Reflected Changes (1480 : Wharf House Lease)

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WHARF RESTAURANT LEASE

Recitals: City of Capitola, as Lessor, hereby leases to Willie Case, as Lessee, the premises described in Exhibit A attached hereto.

1. Term. ~~This lease shall be effective on the date last below executed and end on May 10, 2006.~~

(a) Initial Term. The initial term of this Lease shall commence on May 21, 2001 and end on May 10, 2017 (“Initial Term”), unless sooner terminated or extended under the terms of this Lease.

(b) For purposes of this Lease, all references to the “Term” shall be construed to include the Initial Term and the Extended Term(s) (as defined below) as the options to extend are exercised, unless the context clearly and unequivocally requires otherwise.

(c) Option to Extend Term.

(i) If Lessee fully and faithfully performs all of the terms and conditions of this Lease, Lessee shall have the option, subject to and only with the mutual consent of Lessor, to extend the Initial Term of this Lease for four (4) consecutive additional periods of one (1) year each immediately following the then current Term (the “Extended Term”). Except to the extent otherwise provided in this Lease, at the end of the Initial Term and each successive Extended Term, Lessee will be presumed to have exercised its option to extend and the Term of this Lease will automatically extend for such one (1) year Extended Term (subject to the termination provisions set forth below), unless either Party provides written notice to the other of such Party’s intent not to extend the Lease (“Notice of Non-Extension”) by no later than ninety (90) days before the scheduled expiration of the Initial Term or, if applicable, the Extended Term. If either Party timely delivers such Notice of Non-Extension, the Lease will expire at the end of the Initial Term or then current Extended Term, the option to extend

shall terminate and be null and void, and Lessee shall have no other rights to extend the Lease Term. The Extended Term will be subject to all terms, conditions, and covenants set forth in this Lease, except that the monthly base rent for each such Extended Term shall be adjusted in accordance with the provisions of Sections 4(a) and 30(g). Lessee's option(s) to extend are further subject to the terms and conditions set forth below.

(ii) Lessee may not exercise the options granted herein during any time Lessee is in default of any provision of this Lease or in the event that Lessee has been in default in the performance of any of the terms and/or conditions of this Lease on two (2) or more separate occasions during the twelve (12) months prior to exercising an option and has been notified of such defaults by Lessor. If Lessee is in default under this Lease on the date that Lessee exercises an option to extend, then Lessor may elect to (i) allow Lessee to exercise such option notwithstanding the breach or default of Lessee (which acceptance shall not waive or otherwise relieve Lessee of its obligations to promptly correct such default and fully comply with all terms and conditions of this Lease); or (ii) rescind Lessee's option right, and Lessee's efforts to exercise the option to extend shall be totally ineffective, null and void, the subject Extended Term shall not commence and this Lease shall expire at the end of the Initial Term or applicable Extended Term.

(iii) Any option granted to Lessee in this Lease is personal to the original Lessee and cannot be assigned or exercised by anyone other than said original Lessee without Lessor's prior written consent, which may be given or withheld in Lessor's sole and absolute discretion, and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

(d) Right to Terminate. Lessor may terminate this Lease for any reason by providing Lessee with written notice (delivered in accordance with Section 15, Notice) at least ninety (90)

days prior to the effective date of termination, without any liability to Lessee by virtue of such termination.

2. **Business.** On the leased premises, Lessee shall engage only in the restaurant business, and no other businesses except upon prior written consent of the City Manager of the City of Capitola.

3. **Licenses and Permits.** It shall be Lessee's responsibility, at Lessee's sole cost and expense, to obtain all necessary licenses and permits to operate the businesses above-mentioned on the leased premises.

4. **Rental and Payment of Taxes and Assessments.**

(a) Through December 2001 Lessee agrees to and shall pay to Lessor a monthly base rent of \$2,621.85, (prorated the first month). Thereafter rent shall be the greater of: 1) an annual fixed base rent at the beginning rate above-stated together with the cost of living adjustment set forth in Section 30(g) below, or 2) an annual percentage equal to five percent (5%) of Lessee's gross sales and business transacted, as hereinafter defined. On or before January 31 of each year Lessee shall furnish a true and accurate statement of all sales and business transacted during the previous calendar year. 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 Lessee or Lessee's principal agent. Concurrent with submitting the computation, Lessee shall adjust the total Fixed rents and total annual percentage rent and remit the balance due.

(b) The next cost of living adjustment set forth in Section 30(g) shall first be made for the month of January, 2002.

(c) Rent is deemed late if not received by Lessor by the 15th day of each month. Rent not paid when due shall bear interest from the date due until paid at the rate of 8/10ths of one percent per month. If any installment of rent, or any statement of sales and business transacted, is not received by Lessor when due, for any cause, Lessee shall pay to Lessor an additional sum of \$100 as a late charge and penalty. Acceptance of any partial rent payment shall not constitute a waiver of Lessee's default with respect to the overdue amount, or prevent Lessor from exercising any of the other rights and remedies available to Lessor.

(d) "Gross Sales and Business Transacted" shall include:

1. The entire amount of the price charged, whether wholly or partially for cash or on credit, or otherwise, for all commodities, goods, wares, merchandise, foods, beverages, services, sales of every kind and description, or other consideration of value sold, leased, licensed, served, or delivered, and all charges for services sold or performed in, at, upon, or from any part of, or through the substantial use of, the premises by Lessee or any other person, firm, or corporation, or by means of any mechanical or other vending device;

2. All gross income of Lessee or any other person, firm, or corporation from any operations in, at upon, or from the premises which are neither included in nor excluded from gross sales by other provisions of this Lease, but without duplication;

3. Without limitation, all deposits received and not refunded to the purchaser in connection with any transaction; and

4. All orders secured or received in the premises by telephone, mail, house-to-house, or other canvassing by personnel operating from, reporting to, or under supervision of any employee, agent, or representative located at or operating out of the premises or which Lessee, in the normal and customary course of its operation, would credit or attribute to its business in the premises, or by other means, whether or not filled elsewhere.

(e) "Gross Sales and Business Transacted" shall not include, or if included there shall be deducted (but only to the extent they₂ have been excluded), the following:

1. The net amount of cash or credit refunds in fact made upon sales from the premises, where the merchandise sold or some part of it is returned by the purchaser to and accepted by Lessee (but not exceeding, in any instance, the selling price of the item in question);

2. Returns to suppliers, shippers or manufacturers;

3. The amount of any City, County, State, or Federal sales, luxury, or excise taxes on sales from the premises where such taxes are both added to the selling price (or absorbed therein) and paid to the taxing authorities by Lessee (but not by any vendor of Lessee).

(f) Lessee shall keep in the premises, or at another location approved in writing by Lessor, true and complete records and accounts of all sales and business transacted, including daily bank deposits and sales tax returns to the State Board of Equalization, and shall give Lessor access, during reasonable hours, to such records and accounts.

(g) Lessee shall keep and preserve for at least forty-eight (48) months after the end of each lease year all sales slips, cash register tape readings, sales books, sales tax returns, bank books, and duplicate deposit slips, and other evidence of gross sales and business transacted for such year.

(h) Lessor shall, after 48 hour notice, have the right at any time and from time to time to audit all the books of account, bank statements, documents, records, all Federal and State tax returns, papers and files of Lessee relating to gross sales and business transacted, and, on request by Lessor, Lessee shall make all such matters available for examination at the premises. If Lessor should have an audit made for any year and the gross sales and business transacted shown by Lessee's statement for such quarter should be found to be understated by more than three percent (3%), Lessee shall immediately pay to Lessor the cost of such audit as well as the additional rent payable by Lessee to Lessor, plus interest and late charges payable. Otherwise, the cost of such audit shall be paid by Lessor. Lessor's right to have such an audit made with respect to any year shall expire forty-eight (48) months after Lessee's statement for

such year.

(i) Any information obtained by Lessor pursuant to the provisions of this paragraph shall be treated as confidential, except in any litigation or arbitration proceedings between the parties, and except further that Lessor may divulge such information to a serious prospective Lessee or encumbrancer of the premises in a general manner, without revealing the exact nature of Lessee's business without prior permission.

(j) Additionally, Lessee agrees to pay before delinquency all lawful taxes, assessments, fees, and or charges which at any time may be levied by the State, County, or any tax or assessment levying body other than the City of Capitola upon any interest in this lease or any possessory right which Lessee may have in or to the premises covered hereby or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees, and charges on commodities, goods, merchandise, foods, beverages, fixtures, appliances, equipment and property owned by it in, on, or about said premises. If such items are not timely paid, Lessor, at its sole option, may pay any such amounts as it reasonably believes are due. All amounts so paid shall, five days after Lessor mails notice of payment, constitute delinquent rent subject to rent and penalties as above-provided.

(k) The Lessee agrees to use a cash register acceptable to the Lessor to record sales. The Lessor may, at its option, maintain control over the audit tape in the cash register.

(l) Lessee shall receive a pro rata reduction of rent in situations where the Public Works Department, the Police Department, or the Building Department closes (i.e., shuts and padlocks the gate that controls public access to the wharf) the public access to the wharf for four or more daylight hours. Lessee is advised to, in writing, specify all days that Lessee contends the wharf has been closed in this manner. Such adjustments shall be effectuated by credits computed by the Finance Department. Lessee shall pay the amounts specified above for rent, without reduction for such closures, until such time as Lessee receives, in writing, a statement of the relevant rent adjustment.

Each year, Lessor may host the annual Monte Foundation Fireworks show, during which the Capitola Wharf, including, but not limited to, the Premises, must be closed (i.e. the gate that controls public access to the Wharf is shut and padlocked) to public access for several days (“Annual Fireworks Closure”). Lessee receives advanced notice of such Annual Fireworks Closure. If and when such Annual Fireworks Closure occurs, Lessee (as Lessee’s sole and exclusive remedy for the entire period of disruption, restricted occupancy, and/or closure and any and all impacts [including, without limitation, any costs incurred, loss of use, lost profits, loss of business, etc.] relating to the Annual Fireworks Closure) shall receive a one-time annual credit equal to one month’s fixed base rent (at the then current rate), which, as of May 1, 2016, equals three thousand, six hundred, eighty-three and 00/100 dollars (\$3,683), as full and complete compensation for the Annual Fireworks Closure (“Annual Fireworks Rent Credit”). Such adjustment shall be effectuated by a one-time credit, applied against rent due during the subject Lease year, and computed by the Finance Department. Lessee shall pay the amounts specified in the Lease for rent, without reduction for such Annual Fireworks Closure, until such time as Lessee receives, in writing, a statement of the relevant Annual Fireworks Rent Credit. Thus, for example, if the Annual Fireworks Closure occurred on May 20, 2016, Lessee would receive one Annual Fireworks Rent Credit of \$3,683 for the entire Annual Fireworks Closure, which credit would be calculated by the Finance Department, applied against rent due by Lessee to the Lessor during the May 11, 2016 through May 10, 2017 Lease year, and reflected in a written rent adjustment notice issued by Lessor to Lessee after conclusion of the Annual Fireworks Closure. Lessee will receive no more than one such credit per Lease year. Other than the Annual Fireworks Rent Credit described herein, Lessee will not receive any rent credit, adjustment, reduction, or abatement or any other compensation for any Annual Fireworks Closure.

5. **Inspection.** Lessor and the agents and employees of Lessor shall have the right to enter upon said premises at all reasonable times to inspect the same, to see that no damage has been or is done, and to protect any and all rights of Lessor and to post such reasonable notices as

Lessor may desire to protect the rights of Lessor.

6. **Condition of Premises; Capitola Wharf Rules and Regulations.** Lessee agrees to ~~take the premises in their present condition.~~ Lessee acknowledges and agrees that Lessor has made no representations as to the condition of the Capitola Wharf or Premises or the suitability or safety of the Capitola Wharf or Premises for any purpose whatsoever. Lessee is accessing, occupying and using the Premises in its "AS IS" condition and at Lessee's own risk. Lessor makes no warranties, expressed or implied to Lessee.

(a) Lessee agrees to accept possession of the Premises in the condition existing as of the date Lessee executes this Lease and again, as of the date Lessee executes the 2nd Amendment (in May 2016), and, subject to the terms and conditions of this Lease. Lessee represents that it has inspected the Premises and agrees to accept them in their present "AS IS, WHERE IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS" condition as of the date Lessee executes the Lease and again as of the date Lessee executes the 2nd Amendment in May 2016, with no representation as to the fitness for a particular use, physical condition, zoning, environmental conditions, etc. Lessee acknowledges that no representations, express or implied, with respect to the condition of the Premises or the Capitola Wharf have been made to the Lessee by the Lessor. Lessor does not warrant or guarantee the Premises (or the Capitola Wharf) as being suitable for Lessee's purposes. Lessee is responsible for determining whether or not the building codes, applicable permits, laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements"), and the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. Correction of any item of non-compliance with an Applicable Requirements shall be the obligation of Lessee at Lessee's sole cost and expense. Any work required by Lessee to prepare the Premises for its occupancy and use (including, but not limited to, any repairs and/or improvements, structural or otherwise, needed for the Premises to comply with applicable requirements of the Americans with Disabilities Act (ADA)) shall be paid for by Lessee and shall be subject to all of the terms and

Attachment: 2001-2006 Wharf House Lease With Reflected Changes (1480 : Wharf House Lease)

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conditions set forth in this Lease.

(b) Lessee acknowledges that: (a) it has been advised by Lessor to satisfy itself with respect to the condition of the Premises (including, but not limited to the electrical, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use; (ii) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefore as the same relate to its occupancy and use of the Premises; and (iii) neither Lessor, nor Lessor's employees, representatives, or agents have made any oral or written representations or warranties with respect to said matters other than as expressly set forth in this Lease. This Lease is subject to all matters of public record (including, but not limited to, the Capitola Wharf Condition Assessment and Resiliency Study (dated April 6, 2016) and the related public presentation and discussions that occurred during the April 14, 2016 Capitola City Council meeting, at which Lessee was in attendance) and such other matters as are apparent from an inspection of the Premises, including, but not limited to, existing easements, leases, licenses, servitudes and right-of-ways for roads, telephone, and electric power lines and facilities, pipelines, and other purposes whether recorded or not.

(c) Lessee acknowledges and understands that Lessor is in the process of evaluating and assessing the Capitola Wharf and preparing a ten-year improvement plan, which will likely include various Wharf projects during the Term of the Lease. As part of this process, certain Wharf improvement projects, including, but not limited to, pile repair and replacement, have been recommended. Accordingly, Lessee further acknowledges and understands that during the Term of this Lease, Lessor will likely be engaging in and performing various projects on the Capitola Wharf, which may include significant structural changes to the Capitola Wharf and/or Premises that could necessitate closure of the Capitola Wharf (and/or Premises) and/or termination of this Lease. Lessee enters into this Lease with full knowledge of the existing conditions of the Capitola Wharf (including, but not limited to, the need for ongoing repair and improvements) and the understanding that at any point during the Lease Term, the Lessor may

substantially change the Capitola Wharf and/or Premises, close the Capitola Wharf and/or Premises, and/or terminate this Lease, without any liability to Lessee by virtue of such actions and/or termination.

(d) Lessee 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 by disabled individuals. Lessee agrees to release, indemnify, defend and hold harmless Lessor (and its officials, officers, directors, employees, agents, representatives, independent contractors, successors and assigns) from and against any claim, loss, expense or liability arising from Lessee's failure to fully comply with all such laws or regulations.

(e) This Lease is made subject to the provisions of California Civil Code Section 718, and it is agreed that if at any time the leasing of the Premises herein described shall interfere with the use of the Capitola Wharf for navigation, fishing and/or commerce, then this Lease shall terminate, without any liability to Lessee my virtue of such termination.

(f) Lessor shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Lessee, or Lessee's officers, employees, invitees, customers, agents, representatives, servants, contractors, clients, guests, or any other person in, on, at, or about the Premises, unless (and only to the extent) caused by Lessor's sole negligence or willful misconduct.

(g) The foregoing acknowledgements, assurances, representations, and understandings by Lessee and Lessee's agreement to accept the Premises in their "AS IS, WHERE IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS" condition as of the date Lessee executes the 2nd Amendment, are material conditions and inducements to Lessor entering into the 2nd Amendment and agreeing to extend the Lease as provided in the 2nd Amendment.

7. Maintenance of Building. Lessee agrees to assume full responsibility for the operation and maintenance of the Premises throughout the Term of this Lease at its sole expense. Lessee agrees to perform all repairs and replacements and construct any improvements necessary

Attachment: 2001-2006 Wharf House Lease With Reflected Changes (1480 : Wharf House Lease)

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to maintain and preserve the Premises in a decent, safe, healthy and sanitary condition in a manner satisfactory to Lessor and in compliance with all applicable laws, regulations and requirements of any governmental entity and insurance company insuring all or any part of the Premises. Lessee agrees that Lessor shall not be required to perform any maintenance, repairs or services or to assume any expense not specifically assumed herein in connection with the Premises and Lessee hereby waives all rights to make repairs or to cause any work to be performed at the expense of Lessor as provided for in Section 1941 et seq. of the California Civil Code. The exterior wall maintenance, including windows, and roof maintenance is the responsibility of Lessor. Lessor shall maintain the existing heating and cooling systems in reasonable order. Lessor shall maintain electrical wiring and plumbing elements (excluding the sewage line to and from the Premises, the maintenance and repair of which shall be Lessee's responsibility) located within walls to their level of adequacy as of the effective date of the within lease. In all other respects Lessee shall, at Lessee's own cost and expense, keep the leased premises (including, without limitation structural and nonstructural features, as well as, fixtures, furnishings, systems, facilities, and equipment) in good condition and repair. The water purifier and the walk-in refrigerator are fixtures owned by Lessee and may be removed by Lessee at the end of the term. Lessee shall maintain at its sole cost and expense the walk-in refrigerator, and if necessary, replace it.

Grease and oil generated from and/or used in Lessee's business operations at the Premises can place a significant burden on the sewer line servicing the Premises and have, on occasion, formed blockages in the sewer pipes. Accordingly, Lessee shall also maintain and repair, at its sole cost and expense, the sewer pipelines from the Premises to the sewage pump station on the Wharf and be responsible for repairing and clearing any clogs caused by Lessee's operations at and/or use of the Premises. Should a blockage be determined by Lessor to be caused by use of the public restrooms, the Lessor will reimburse the Lessee for the direct costs of the repairs, but only to the extent such repair costs are solely and directly caused by the use of

the public restrooms.

Excepting such normal maintenance and repair work as is required hereunder, the premises shall not be altered, repaired, or changed, no signs shall be attached to, painted upon, or otherwise affixed to the exterior of a building, nor shall any changes be made in the exterior of a building so as to alter the color, finish or other architectural or aesthetic features of said building without obtaining the prior written approval of Lessor. Lessee agrees that all alterations, additions and improvements, including, but not limited to, fixtures, made or affixed in, to, or on the premises, except such unattached movable business fixtures as have been described in a written inventory filed by Lessee prior to placement of said fixtures on the leased premises and approved by Lessor for removal upon the expiration of the term hereof, shall be the property of Lessor, and shall remain upon and be surrendered with the premises. Any improvements to the interior of the premises, including, but not limited to, fixtures, requires the advance approval of the Lessor. Such improvements shall be of a quality acceptable to the Lessor and in keeping with the decor established for the wharf. Lessee further agrees not to overload the said premises or to install any machinery therein without the written consent of the Lessor, and that any damage or injury done to the premises by the Lessee or by any person who may be in or upon said premises shall be paid for by Lessee. Lessee agrees, at the expiration of the term of this lease, or upon the 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, or fire, excepted.

8. **Assignment.** Lessee may not assign or encumber his 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 unless the written consent of the Lessor.

It is specifically intended that neither this Lease, nor any interest therein, shall be assigned by action or by operation of law, including, without limitation, testacy or intestacy, and no trustee, Sheriff, creditor or purchaser at any judicial sale, or any officer of any court or receiver (unless appointed by the request of the Lessor) shall acquire any right under this Lease, or the

possession or use of the premises, or any part thereof, without the written consent of Lessor.

9. **Lessee's Default.** The occurrence of any of the following shall constitute a default by Lessee:

(a) Failure to pay rent when due.

(b) Abandonment and vacation of the premises (failure to occupy and operate the premises for seven (7) consecutive days shall be deemed an abandonment and vacation, unless expressly authorized by Lessor).

(c) Failure to perform any other provision of this Lease if the failure to perform is not cured within ten (10) days, or such additional time as may be authorized by Lessor, after notice has been given to Lessee.

10. **Remedies.** Lessor shall have the following remedies if Lessee commits a default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law, or otherwise provided by this Lease.

(a) Lessee agrees that if Lessor is involuntarily made a party defendant to any litigation concerning this lease or the demised premises, or the premises of which the demised premises are a part, by reason of any act or omission of Lessee, and not because of any act or omission of Lessor, then Lessee shall indemnify and hold harmless the Lessor from all loss, cost, liability and expense by reason thereof, including reasonable attorney's fees and court costs incurred by Lessor in such litigation.

(b) If Lessee breaches this lease or abandons the premises before the end of the term, or if its right to possession is terminated by Lessor because of Lessee's breach of this lease, this lease terminates. On such termination, Lessor may recover from Lessee:

1. The worth, at the time of the award, of the unpaid rent which has been earned at the time of the termination;
2. The worth, at the time of the award, of the amount by which the unpaid rent which would have been earned after the date of termination until the time of award

exceeds the amount of such rental loss that Lessee proves could have been reasonably avoided;

3. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could have been reasonably avoided; and

4. Any other amount, including court costs, necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this lease, or which in the ordinary course of things would be likely to result therefrom;

5. "The worth at the time of award," as referred to in subparagraphs 1 and 2, is to be computed by allowing interest at the maximum rate the City is permitted by law to charge.

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

(c) In the event that either party hereto shall commence any legal action or proceeding, including any action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant, or condition of this lease by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to his court costs, a reasonable attorney's fees to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any. As used herein, the "party prevailing" means the party in whose favor final judgment is rendered.

11. **Waivers.** The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach of any obligation hereunder by Lessee other than the failure to pay the particular rental so accepted; and the waiver of any breach of any covenant or condition by Lessor herein shall not constitute a waiver of any other breach regardless of knowledge thereof. Any waiver by Lessor of any default must be in writing.

12. Indemnification and Liability Insurance.

(a) Lessor shall not be liable to Lessee for any damage or injury to the person,

business, or property of Lessee (or Lessee's officers, employees, invitees, customers, agents, representatives, servants, contractors, clients, or guests) from any cause, which is not the result of Lessor's sole negligence or willful misconduct. Lessee agrees to indemnify, release, defend (with counsel reasonably satisfactory to Lessor), and hold harmless Lessor, and its officials, officers, employees, representatives, agents, successors and assigns (collectively "Indemnified Parties" and individually "Indemnified Party"), from and against any and all losses, claims, demands, actions, penalties, fines, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and investigation costs), liabilities, and/or damages, of any kind or nature, whether for any injury or damage to person or property, or any other damage, as a result of, or arising out of this Lease, Lessee's occupancy and/or use of the Premises, any breach or default of Lessee's obligations to be performed under the terms of this Lease, any activity, work, or other thing done, permitted, or suffered by Lessee in, on or about the Premises (including, but not limited to, claims arising from the Lessee's use of any facilities on the Premises), and/or arising from any reason or cause whatsoever in connection with the use or occupancy of the Premises by Lessee (and/or any officer, representative, agent, employee, servant, contractor, client, guest, customer, or invitee of Lessee) during the Term and such longer period of time thereafter as Lessee or any third party continues to occupy or be in possession of the Premises or any facility thereon (the "Indemnity Period"). This indemnification by Lessee shall not include indemnity for the sole negligence or intentional misconduct of Lessor. In any case, action, or proceeding brought against Lessor (and/or another Indemnified Party) by reason of any such claim, Lessee shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee shall not settle any claim relating to, involving, or affecting the Lessor without the Lessor's prior written consent. Lessee, as a material part of the consideration to Lessor, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause other than the sole negligence or intentional misconduct of Lessor, and Lessee hereby waives all claims in respect thereof against Lessor (and/or the Indemnified Parties). Lessee's obligations under this Article shall survive the expiration or earlier termination of this Lease.~~This lease is made upon the express condition that~~

~~Lessor is to be free from all liability and claim for damages by reason of any injury to, or death of, any person or persons, including Lessee, and Lessee's agents and employees, or property of any kind whatsoever and to whomsoever belonging except for damages caused by the Lessor, its agents or employees, from any cause or causes whatsoever in any way connected with the Lessee's business operations during the term of this lease or any extension thereof or any occupancy hereunder, Lessee hereby covenanting and agreeing to indemnify and save harmless Lessor from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring.~~

(b) Lessee shall maintain the insurance required in Attachment 1 (attached hereto and incorporated herein). Upon execution of this Lease and the 2nd Amendment, and, in any event, before Lessee enters the Premises (or any portion thereof), Lessee shall, at its sole cost and expense, procure and maintain in full force and effect, so long as may be necessary to fully protect Lessor and, in any event, at least through the end of the Lease Term, Worker's Compensation Insurance in accordance with the laws of the state in which the Premises is located; Employers' Liability Insurance; "All Risk" Property Insurance; Commercial General Liability Insurance on an occurrence basis only, insuring Lessor and Lessee against any liability arising out of the use, occupancy or maintenance of the Premises and all areas appurtenant thereto, including completed operations, contractual liability, and Lessor's Protective Liability Insurance; Comprehensive Automobile Liability Insurance on an "Any Auto" basis covering any and all owned, non-owned and hired automobiles used in connection with the Premises and such other coverage and in the minimum limits as specified in Attachment 1. Lessor may require reasonable increases in the minimum limits for the Commercial General Liability and Automobile Liability coverages. If Lessee's existing coverage does not meet the requirements set forth herein, Lessee agrees to amend, supplement or endorse the existing coverage to do so at no additional cost to Lessor. Compliance in full with the insurance requirements stated in this Lease is understood to be a condition precedent to Lessor's obligations under this Lease.

~~further agrees to take out and keep in force during the life hereof, at Lessee's expense, public liability and property damage insurance, and products liability insurance, with a company or companies satisfactory to Lessor to protect Lessor against any liability to the public incident to the use of, or resulting from, any accident or occurrence in or about said premises, with a single combined liability limit of at least One Million Dollars (\$1,000,000) for any one accident or occurrence, and property damage limit of not less than Three Hundred Thousand Dollars (\$300,000) for any one accident or occurrence. All public liability insurance and property damage insurance shall insure performances by Lessee of the indemnity provision of paragraph 12(a). The said policy or policies shall require that in the event of modification or cancellation of any policy, the insurance carrier shall notify Lessor in writing at least thirty (30) days prior thereto, and Lessee agrees, if Lessee does not keep such insurance in full force and effect, that Lessor may, at its option either terminate this lease, or take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be part of the rental and payable as such on the next day upon which rent becomes due. Lessee agrees that Lessor shall be named on said policy as an additional insured party in accordance with the foregoing covenants. Said policy or policies shall further provide that any other insurance carried by Lessor shall be excess insurance only, as to the liability insured thereby.~~

(c) All insurance required to be carried by Lessee pursuant to this Section 12 and Attachment 1 (excluding Workers' Compensation) shall be subject to the Lessor's reasonable approval and shall: (i) be endorsed to (A) name the Lessor, its City Council members, boards, commissions, officers, officials, employees, agents, and volunteers as additional insureds in accordance with the requirements in Attachment 1 of this Lease, and (B) state that the insurance provided by the Lessee shall apply as primary insurance without qualification and that any other insurance maintained by Lessor shall be in excess only and shall not be called upon to contribute with the insurance of Lessee; (ii) be carried with a company(ies) duly licensed to do business in the State of California and bearing a rating of "A" or better; and (iii) contain a waiver by the

insurer of any right to subrogation against the Lessor, its City Council members, boards, commissions, officers, officials, employees, agents, and volunteers. The Commercial General Liability, Automobile Liability and Employer's Liability coverages required may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess and/or umbrella liability policies.

(d) A certificate of the insurance (ACORD form 25S), satisfactory to Lessor, evidencing that the coverage required under this Lease is in place, stating policy numbers, dates of expiration and limits of liability thereunder, containing the provisions specified herein, and further providing that such policies shall not be subject to cancellation, lapse or change except after at least thirty (30) days' prior written notice to the Lessor, shall be delivered to Lessor on or before the effective date of the 2nd Amendment, and thereafter upon renewal of such policies prior to the expiration of the term of such coverage.

(b)(e) If Lessee fails to procure, maintain or show evidence of insurance as required by this Lease, Lessor shall have the right, but not the obligation, to procure and maintain the required insurance for the benefit of Lessee and Lessor. The premiums paid by Lessor shall be treated as additional rent due from Lessee, to be paid on the first day of the month following the date on which the premiums were paid.

13. Utilities. Lessee, by direct contract with the provider, shall pay for garbage and natural gas. Lessee will pay its share of the Sanitation District billing for sewer to the City in accordance with the District's breakdown of charges, which shall not include the restroom. Exhibit "B" is a sample of such a breakdown. Regarding electricity, the parties will continue the present practice whereby a commercial testing service periodically measures existing consumption of both Lessee and the other wharf tenant, and correspondingly apportions electricity charges between them. City will expeditiously install a water meter that will measure the water used by the restaurant and the bathroom. Thereafter, lessee will pay 61 % of the cost of the restaurant/restroom water. Until such meter is operational Lessee will continue to pay the

same proportion of the cost of all water supplied to the wharf as the restaurant's proportionate share of sewer service to the entire wharf (56% on the March 2001 Sanitation District invoice.) Such sewer, electricity, and/or water payments are due within thirty (30) days of City's invoice to Lessee, whereupon they shall become an additional element of rent, subject to the interest and penalty provisions of Section 4 of this lease and of California law.

14. Conduct of Business. Lessee agrees that the said Lessee's business shall be established and conducted throughout the term hereof in a first-class manner and that Lessee will not use the demised premises for, or carry on or permit upon said premises, any offensive, noisy, or dangerous trade, business, manufacture, or occupation, or any nuisance, and Lessee further agrees that the herein demised premises shall not be used or permitted to be used in whole or in part during the said term of this lease for any purpose or use in violation of any of the laws, ordinances, regulations, or rules or any public authority at any time applicable thereto; and Lessee expressly agrees at all times during the term of this lease at Lessee's own cost to construct, repair, maintain, and do all things necessary to maintain the herein demised premises in a clean, neat, and sanitary manner and in compliance with any and all laws, ordinances, rules and regulations of any public authority in force during the term of this lease.

15. Notice. Any notice, demand, or communication under or in connection with this lease may be served upon Lessor by personal service, or by mailing the same by registered mail in the United States Post Office, postage thereon fully prepaid and directed to the Lessor as follows:

LESSOR: City Clerk
420 Capitola Avenue
Capitola, CA 95010

LESSEE: Willie Case
1400 Wharf Road, Suite
B Capitola, CA 95010

and may likewise be served on Lessee at the address above written. Either Lessor or Lessee may change such address by notifying the other₁₀ party in writing as to such new address as

Lessee or Lessor may desire used, and which same shall continue as the address until further written notice. Mailed notice shall be deemed delivered on the next day following the date of the date registered with the Post Office.

16. Operation of Business: Usage and Care of Premises. Lessee further agrees not to leave said premises, or the building thereon, unoccupied or vacant during the term hereof. Lessee shall provide the following for a reasonable time span and at competitive prices: Breakfast, beginning at 8:00 a.m. (9:00 a.m. between November 1 and the end of February), lunch, and dinner--all such meals on Saturday, Sunday and at least four weekdays of each week. Lessor may, at its option, in writing and for good cause, permit Lessee to temporarily close down said business.

Lessee acknowledges that the City's interest is not merely to receive revenue from the premises, but of greater importance is that the wharf and the businesses located thereon are operated in such a way that the public enjoys maximum benefits therefrom. Maximum public benefit is not possible unless the businesses and concessions located upon the Wharf are operated fully, efficiently, and courteously. Businesses or concessions that are run in a mediocre fashion will tend to detract from the public's enjoyment of the Wharf (which has been very expensive for the City to renovate and maintain). Lessee agrees that its businesses must be operated in a way which satisfies the duties and interests described in this paragraph. Failure to operate in such manner is a material breach of this lease agreement.

Lessee shall maintain adequate personnel for the efficient serving of its customers. Lessee shall use only such space in the premises for office, clerical, and other non-service or non-selling purposes as is reasonably required for Lessee's business on the premises, and is approved by Lessor.

Lessee agrees that no goods, merchandise, or materials shall be kept, stored, or sold on said demised premises which are in any way hazardous, and further agrees not to suffer any act or omission or commission on the premises which will increase the rate of any insurance to be paid

by Lessor. Fuel and oil in Fire Marshal-approved containers is permitted. If the said insurance rate is increased by such an act, then the increased cost to Lessor of such insurance on the premises of which the herein demised premises are a part shall be paid by Lessee and as rental on the next day succeeding said payment upon which rent becomes due and as a part thereof.

17. Rights and Options. The failure to exercise any right or option or privilege hereunder by Lessor shall not exclude Lessor from exercising any right, option, or privilege hereunder, and shall not be deemed a waiver of said right, option, or privilege, nor shall it relieve Lessee from lessee's obligation to perform each and every covenant and condition on Lessee's part to be performed hereunder not from damages or other remedy for failure to perform or meet the obligations of this lease.

18. Rules and Regulations; Compliance with Laws. ~~Lessee further agrees that such directives, _____ rules, regulations, ordinances and conditions as may be imposed by the City of Capitola through its City Council, administrative officers, department heads or duly authorized representatives in emergency situations shall be subject to immediate compliance.~~

(a) Lessee acknowledges and understands that the Premises is located on property of Lessor primarily devoted to commerce and navigation, namely the Capitola Wharf, which is under exclusive control of Lessor. By executing this Lease, Lessee 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 and/or improvement of the Capitola Wharf, including, but not limited to, such directives as to the usage of the Capitola Wharf as may be determined or promulgated by the officers, department heads, or duly authorized representatives of Lessor in their official or departmental capacity. Lessee further agrees that such laws, ordinances, directives, rules, regulations and/or conditions as may be imposed by Lessor through its City Council, administrative officers, department heads and/or duly authorized representatives, shall be subject

to immediate compliance by Lessee without question or qualification as to the validity or reasonableness thereof.

19. (b) Lessee shall not use, or permit the Premises or any part thereof to be used, for any purpose other than the purpose for which the Premises are hereby leased. No use shall be made or permitted to be made of the Premises, nor acts done, which will increase the existing rate of insurance upon the Premises, or cause a cancellation of any insurance policy covering the Premises or any part thereof. Nor shall Lessee sell or permit to be kept, used, stored or sold in or about the Premises any article which may be prohibited by any policy of fire insurance obtained by the Lessor. Lessee shall, at its sole cost and expense, comply with any and all requirements regarding the use of the Premises by any company that issues a policy of fire, casualty or public liability insurance to the Lessor. Lessee shall not cause or permit the Premises or any adjoining portion of the Capitola Wharf to be used for any illegal purposes or in any way that constitutes waste or a nuisance, or that unreasonably annoys, disturbs or interferes with owners and/or occupants of, or causes damage to the balance of the Capitola Wharf, neighboring premises, properties, or improvements. Lessee shall not use the Premises for any purpose that is prohibited by any law, statute, ordinance, permit or governmental rule or regulation now in force, or that may be enacted or promulgated in the future. Lessee shall, at its own cost and expense, comply promptly with all laws, statutes, ordinances, rules, regulations, orders, permits, and requirements of any duly constituted governmental or public authority now in force, or that may be enacted or promulgated in the future, and with the requirements of any board of fire underwriters or other similar body now or hereafter constituted relating in any way to the operation of Lessee's business at the Premises and/or the use of the Premises, Lessee's operations on the Premises, the storage of personal property and equipment, including, in particular, but not limited to, all the terms and conditions of any City of Capitola conditional use permits, and/or any other permits, authorizations, and/or licenses pertaining to the Premises, INCLUDING, BUT NOT LIMITED TO, ALL LOCAL COUNTY, STATE AND FEDERAL LAWS RULES AND

REGULATIONS CONCERNING THE SAFETY, AND/OR THE USE, STORAGE AND DISCARDING OF HAZARDOUS SUBSTANCES AND OTHERWISE RELATED TO ENVIRONMENTAL PROTECTION (collectively "laws").

20.19. Limitation. No use shall be made of the premises hereby leased which shall interfere with fishing, commerce, navigation or the maintenance and operations of said Capitola Wharf.

20. **Right of Entry for Alterations, Modifications and Repairs.** ~~It is agreed that Lessor has reserved and shall at any and all times have the right to alter, repair, improve, or add to, the demised premises such portions of the Capitola Wharf structure as may support said demised premises either directly or indirectly, or which may in any way affect the use and occupation of said demised premises. It is further agreed that, for the purpose of making alterations, repairs, improvements, or additions, to said Capitola Wharf, or any part thereof, whether supporting said demised premises or affecting the use and occupation of said demised premises, Lessor shall have the right of entry upon said demised premises to erect scaffolding and all other necessary structures about and upon the demised premises, and further that Lessor shall have the right, on Lessor's finding it necessary to do so, to remove all or such portions of any structure or building subject to the lease herein, as may be required to make repairs to the Capitola Wharf. Lessee hereby waives any claims to damage against Lessor arising from loss of business by reason of Lessor's entry and removal of all or any portion of any structure or building leased by the terms of this agreement, for the purpose of making repairs to said demised premises and Capitola Wharf, as aforesaid. Lessor agrees that entry upon and removal from any of said demised premises shall be made in such manner as not to interfere with the operation of Lessee's use and occupation of demised premises or business thereon unless necessary to do so, and Lessor shall be the sole and exclusive judge as to the necessity of entry and removal of any of said demised premises for purpose of repairs. Lessee's rents upon said premises shall be subject to abatement during such period that Lessee shall be unable to use or occupy the entire~~

~~demised premises and on a prorated basis in the event only a portion of the premises is not subject to use and occupation during said repairs and alterations. Lessor agrees to give Lessee reasonable notice of intention to make repairs, except in situations involving immediate peril and hazard to the Capitola Wharf, when such entry shall be made summarily by Lessor. Lessor shall be sole and exclusive judge as to what constitutes immediate peril and hazard to the Capitola Wharf.~~

(a) It is agreed that Licensor has reserved and shall at all times have the right to alter, repair, improve, and/or add to the Premises and/or the Capitola Wharf (including, but not limited to, the structure), including, without limitation, areas that may support the Premises (either directly or indirectly), as well as areas that may affect (in any way) the use and/or occupation of the Premises and/or any other portions of the Capitola Wharf used in operation of Lessee's business. It is further agreed that, for the purpose of making alterations, repairs, improvements, and/or additions to said Premises and/or Capitola Wharf, or any part thereof, whether supporting the Premises or affecting the use and occupation of said Premises, Lessor shall have the right of entry upon said Premises and/or Capitola Wharf to erect scaffolding and all other necessary or convenient structures about and upon the Premises and/or Capitola Wharf, and, further, that Lessor shall have the right, on Lessor's finding it necessary to do so, to remove all or such portions of any such structure or building subject to the Lease herein, as may be required to make repairs, alterations, improvements and/or additions to the Capitola Wharf and/or the Premises.

(b) Lessor, its agents, contractors, employees and assigns may enter the Premises at all reasonable times to:

- i. Examine the Premises and any buildings, structures, and/or improvements thereon;
- ii. Perform any obligation of, or exercise any right or remedy of, Lessor under this Lease;

- iii. Maintain, make repairs, alterations, improvements and/or additions to the Premises, or to other portions of the Capitola Wharf as Lessor deems necessary;
- iv. Perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter;
- v. Perform work that Lessor deems necessary to prevent waste or deterioration in connection with the Capitola Wharf; and
- iv. Perform work that Lessor deems necessary to prevent waste or deterioration in connection with the Premises should Lessee fail to commence to make, and diligently pursue to completion, in a reasonable time as defined by Lessor, Lessee's required repairs after written demand therefore by Lessor.

(c) Lessee hereby waives any claims for damage and/or injury against Lessor (including, but not limited to, those arising from loss of business) by reason of Lessor's entry onto, use of, modification to, and/or removal of all or any portion of the Premises and/or any structure or building on the Capitola Wharf (including, but not limited to, any structure or building leased pursuant to the terms of this Lease) for the purpose of making repairs, alterations, improvements, and/or additions to the Premises, the Capitola Wharf, and/or to any other area. As Lessee's sole and exclusive remedy, Lessee's rents upon said Premises shall be subject to abatement during such period that Lessee shall be unable to use or occupy the entire Premises and on a prorated basis in the event only a portion of the Premises is not subject to use and occupation during said alterations, repairs, improvements, and/or additions.

(d) Lessor agrees to give Lessee reasonable notice of intention to make repairs, except in situations involving immediate peril and hazard to the Capitola Wharf, when such entry shall be made summarily by Lessor. Lessor shall be the sole and exclusive judge as to

what constitutes immediate peril and hazard to the Capitola Wharf.

21. **Destruction of Premises.**

(a) In the event of a partial destruction of the Capitola Wharf structure of which the demised Premises are a part, excluding any building thereon, during the said Term of this Lease, from any cause, Lessor shall forthwith repair the same provided Lessor determines that such repairs are covered by insurance proceeds from policies then in place and can be made within thirty (30) calendar days under the laws and regulations of State, Federal, County, and/or Municipal authorities, but said partial destruction shall in no way annul or void this Lease, except that Lessee shall be entitled (as Lessee's sole and exclusive remedy to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee on the said premises. If Lessor determines that such repairs are not covered by insurance proceeds and/or cannot be made within thirty (30) days, Lessor may, at its sole and absolute option (without any obligation to do so), make same within a reasonable time, this Lease continuing in full force and effect and the rent to be proportionately abated as aforesaid in this paragraph provided. In the event that Lessor does not so elect to make such repairs which Lessor determines are not covered by insurance proceeds and/or cannot be made within thirty (30) days, or such repairs cannot be made under applicablesuch laws and regulations of State, Federal, County, and/or Municipal authorities, this Lease may be terminated at the option of either party.

(b) The provisions of Section 1932, Subdivision 2, and Section 1933, Subdivision 4, of the Civil Code of the State of California (and any successor statutes) are inapplicable with respect to any destruction of the Premises, such sections providing that a lease terminates upon the destruction of the leased premises unless otherwise agreed between the parties to the contrary. In respect to any partial-destruction of the Premises (including, but not limited to, any partial destruction which Lessor is obligated to repair or may elect to repair under the terms of this paragraphSection 21), the provisions of Sections

1932, Subdivision 2, and of Section 1933, Subdivision 4, of the Civil Code of the State of California (and any successor statutes) are waived by Lessee.

(c) Lessee shall immediately notify Lessor in writing upon the occurrence of any damage or destruction that may occur on or to the Premises. In the event of destruction of or damage to the Premises or a building which is part of the leased Premises, to the extent of less than fifty percent (50%) of the replacement cost thereof, during the said Term, from any cause, Lessee shall to the extent of applicable insurance proceeds, forthwith repair, restore, and/or rebuild the same, but said partial destruction and/or damage shall in no way annul or void this Lease, except as hereinafter provided. Lessee, at Lessee's sole cost and expense, shall commence such repair and restoration work as soon as is reasonable under the circumstances and continue thereafter diligently and without interruption thereof to complete said repair and restoration work. The repairs required hereby shall be such as to restore the Premises and/or building to substantially the same condition as immediately preceding said partial destruction and/or damage.

(d) In the event that the Premises and/or building on the demised Premises be destroyed or damaged to the extent of more than fifty percent (50%) of the replacement cost thereof, Lessor may elect to terminate this Lease.

(e) In the event of any dispute between Lessor and Lessee relative to the provisions of this paragraph, Lessor's reasonable findings and conclusions as to ability to repair and extent of damage shall be binding upon Lessee.

(f) _____ If a qualified expert's written report made after May 11, 2016 ~~September 15, 2000~~ reasonably concludes that the condition of the pilings is such that the immediate cost of rendering the Capitola Wharf safe for the uses contemplated by this agreement is in excess of \$300,000, and Lessor makes and institutes a decision not to make such repairs (with adequate notice to Lessee and public hearing on the report), then Lessor may terminate this Lease upon five months/ninety (90) days written notice to Lessee, from date of formal City Council action being entered. "Immediate cost", as used in this sub-paragraph, means the amounts a qualified

expert reasonably opines must be spent in 18 months following the issuance of his/her report in order for the Wwharf to be safe for the uses contemplated by this Llease. ~~"Immediate costs" does not refer to the normal costs of periodically maintaining or replacing planking. It does not include that portion of such costs for which the Lessor would be certain of reimbursement through insurance or grants. Lessor agrees to make its best good faith efforts to obtain funding and grants from other governmental sources, to defray portions of "immediate costs" as defined hereinabove.~~

(g) Unless this Lease has been terminated pursuant to the provisions hereof, Lessee's obligation to make payments of rent and to perform all its covenants and conditions shall not be affected by any damage or destruction of the Premises by any cause whatsoever (other than the sole negligence or willful misconduct of Lessor), and Lessee hereby waives the provisions of any statute or law now or hereafter in effect contrary to such obligations of Lessee as herein set forth, or which relieves Lessee therefrom. Lessee expressly waives any right it may have, in law or equity, to offset any cost incurred by Lessee for repairs or restoration to the Premises against Lessee's obligations to pay rent and other amounts under this Lease.

(f)(h) Notwithstanding any other provision of this Lease, upon any event of damage or destruction to the Premises, Lessee shall at its sole cost and expense promptly take such actions and undertake and complete such work as is necessary to assure the safe condition of the Premises pending the ultimate disposition.

22. **Fire and Other Perils Insurance, Interest of Lessor and Lessee.** Lessee shall, prior to or concurrent with the commencement of occupancy under this lease agreement, obtain

insurance from a company or companies approved by Lessor, and authorized to do business in the State of California, insuring in the name of Lessee the buildings on the leased premises and all fixtures therein, in an amount approved by Lessor, against loss by reason of the perils of fire, lighting, vandalism and malicious mischief, and endorsed to include extended coverage, said policy to be on a replacement cost basis, and to be maintained in full force and effect throughout the term of this lease. The policy or policies, or proof thereof satisfactory to Lessor, shall be deposited with Lessor prior to or concurrent with occupancy under this lease. Should Lessee fail to keep insurance in full force and effect, Lessor may, at its option, either terminate this lease or may take out the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be part of the rental and payable as such on the next day upon which rent become due.

Said policy or policies shall provide that the loss payable shall be paid to Lessor. Lessor shall receive and hold the proceeds from said policy or policies, subject to the following: If the building is destroyed to the extent of fifty percent (50%) of the replacement cost thereof, and Lessor elects to terminate this lease, then the proceeds of said insurance which are applicable to the building shall be payable to Lessor.

23. Vehicular Access, Parking, and Use of Roof. Lessor may create and enforce any restrictions concerning vehicular access and use of the wharf (including parking on the wharf or the lack thereof) which is, in its discretion, deems appropriate for safety and protection of the wharf structure. The Lessor may also impose any restrictions it deems appropriate, to control noise or limit damage to the roof, or to Lessee's business use of the upper surface of the roof.

24. Security Deposit. Lessee's prior security deposit with Lessor under previous lease is agreed by the parties to be \$1500.00. If Lessee is in default, Lessor can use the security deposit, or any portion of it, to cure the default or to compensate Lessor for all damage sustained by Lessor resulting from Lessee's default or Lessee's damage to property. Lessee shall immediately on demand pay to Lessor a sum equal to the portion of security deposit expended or applied by

Lessor as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with Lessor. If Lessee is not in default at the expiration or termination of this lease, Lessor shall return the security deposit to lessee. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit with Lessor's general and other funds. Lessor shall not be required to pay Lessee interest on the security deposit.

25. Telephone. A phone shall be available for direct (not recorded) public inquiries regarding all of Lessee's businesses during all such hours of operation required by this lease.

26. Insurance Deadline. All forms of insurance required under this lease shall be obtained on or before January 31 of each year and Lessee shall provide the city with certificates or policies so demonstrating.

27. Possessory Interest Tax. Lessee recognizes and understands in accepting this lease that it may be liable for possessory interest tax imposed by City or County on its leasehold interest, and that its payment of such tax shall not reduce the amount of consideration due Lessor under this lease, and that Lessor shall have no liability for the payment of such a tax.

28. Garbage and Trash. On Exhibit C, attached hereto, there is depicted an area of the wharf over which Lessee has the responsibility of cleaning up any trash or garbage left by either the general public or Lessee's agents or employees; however, Lessee is not required, outside of the restaurant, to supply public trash receptacles. Lessee shall frequently and promptly conduct such cleanup operations. Lessee shall make all such arrangements as are appropriate to insure that garbage and trash are removed from its premises.

29. Former Lease Agreements Superseded. The within agreement supersedes and replaces all earlier lease/concession agreements relating to these premises, except that Lessee is not relieved of obligations to repay any past due rent or penalties.

30. Miscellaneous.

- (a) The storage of building materials, and the use of the premises, shall be limited to the use of the premises as a Wharf and

building or maintenance activates authorized hereunder, or at any time, shall be subject to the approval and direction of the Lessor.

(b) In case there be more than one Lessee, the obligation of Lessees executing the within lease shall be joint and several.

(c) The covenants and agreements contained in this lease shall be binding upon the parties hereto and upon their respective heirs, executors and successor.

(d) Time is of the essence of this lease and of each and every provision herein contained.

(e) This lease shall be construed and interpreted in accordance with the laws of the State of California.

(f) 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 hereinabove described shall interfere with the use of the Wharf for navigation or fishing, then this lease shall terminate.

(g) The fixed minimum base rent (see Section 4(a)) shall be adjusted annually as follows: Beginning with the rent due for the month of January, 2002, there shall be an adjustment to reflect costs of living increases or decreases that have occurred over the preceding 12 month period. That cost of living adjustment shall be determined in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, figures in accordance with the United States Consumers All Items Price Index in the San Francisco-Oakland-San Jose Area, All Urban Consumers Index. The percent change figure for the one year ending period ending in December shall be used in this computation. If the described index shall no longer be published, another generally recognized as authoritative shall be substituted by agreement of the parties. If they are unable to agree within ten (10) days after demand by either party, the substantive index shall, on application of either party, be selected by the Chief Officer of the San Francisco Regional Office of the Bureau of Statistics, or its successor.

31. **Discrimination.** Lessee in its use of the leased 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.

IN WITNESS WHEREOF, the parties hereto have executed this lease Agreement the day and year first herein written.

LESSEE:



LESSOR:

CITY OF CAPITOLA
A Municipal Corporation

Attachment: 2001-2006 Wharf House Lease With Reflected Changes (1480 : Wharf House Lease)

SUMMARY OF CITY'S INTEREST IN THE WHARF

The County of Santa Cruz was given ownership of certain tide and submerged lands now within the City of Capitola subject to certain terms, conditions, reservations, and trustee responsibilities set forth in a statutory grant from the State of California (STATS. 1935, Ch. 687, as amended by STATS. 1974, Ch. 884.). Thereafter all of the County's rights were duly assigned to the City of Capitola, which was formalized by a resolution of said Board of Supervisors and a grant deed dated December 12, 1979, concerning assessor's parcel 34-0720-01.

During 1979 and 1980 the City cooperated with the State of California in renovating the Wharf. From that process the following instruments resulted: "Cooperative Agreement for the Operation and Maintenance for Capitola Fishing Wharf" and "Agreement" between Department of Fish and Game and the City of Capitola both dated February 14, 1980 together with amendment of July 1, 1980.

Leases of the within variety are authorized pursuant to provisions to the above described statutes and by paragraph 10 of said "Cooperative Agreement."

PREMISES

The premises which are the subject of this lease consist of the exclusive use of all of the interior, including wall surfaces and windows, of the existing Restaurant Structure located on the Capitola Wharf, excluding the restroom.

SANTA CRUZ COUNTY SANITATION DISTRICT
 701 OCEAN STREET, ROOM 410
 SANTA CRUZ, CA 95060
 (831)454-2160 FAX (831)454-2089

CITY OF CAPITOLA
 Attn: Tina Reza
 420 Capitola Ave
 Capitola, CA 95010

March 29, 2001



SUBJECT: 2001/2002 SEWER SERVICE CHARGE *BREAKDOWN FOR* APN 34-072-01
 (CAPITOLA WHARF BUSINESSES)

Dear Tina;

The following is the breakdown of the upcoming 2001/2002 sewer service charges for the businesses on the above parcel:

(THIS IS FOR YOUR INFORMATION ONLY —THIS IS NOT A BILL)

2000 total water use	1,312	HCF							
Fishing Supplies	60	HCF X \$3.86)	(1	X \$157.92)	=	\$389.52
Public Restrooms	(626	HCF X \$3.86)	(1	X \$157.92)	=	\$2,574.28
Wharf House (EgRestaurant Rate)	(626	HCF X \$6.11)	(1	X \$157.92)	=	\$3,982.78
								Parcel Total=	<u>\$6,946.58</u> 1

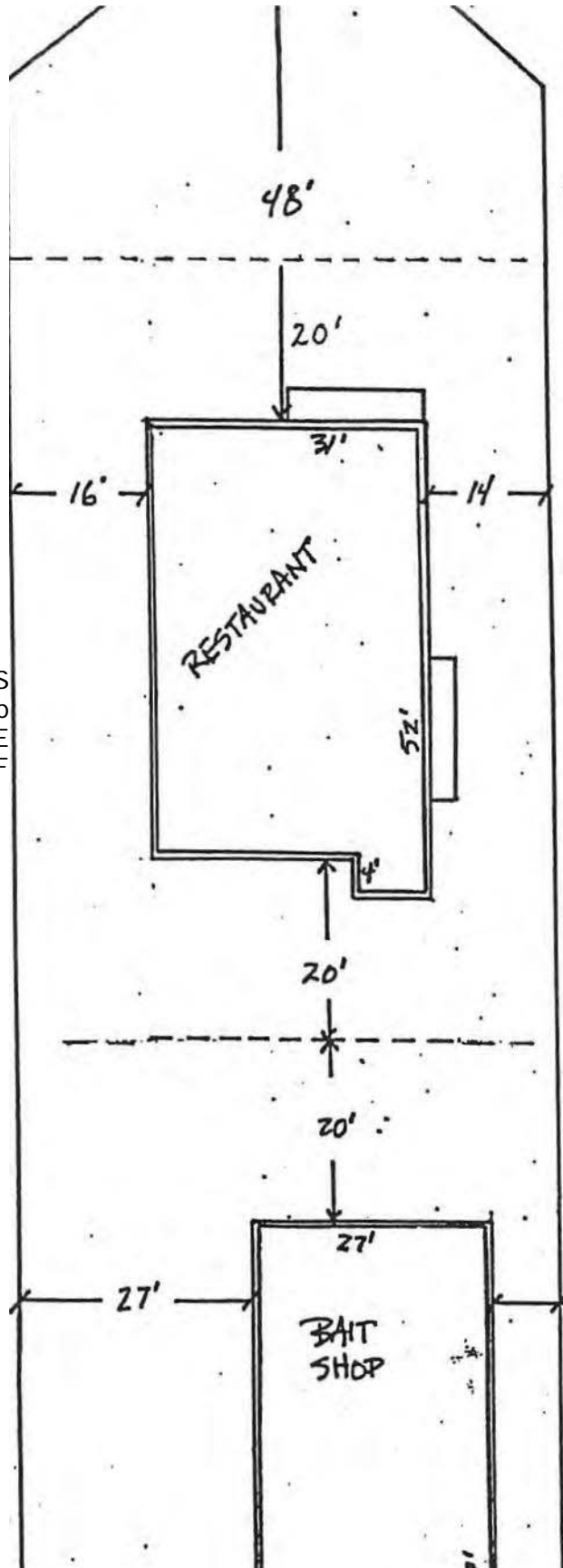
If you have any other questions, feel free to call me at 454-2790.

Yours truly

Eleanor Anderson
 Sanitation Engineering

Attachment: 2001-2006 Wharf House Lease With Reflected Changes (1480 : Wharf House Lease)

LESSEE'S CLEAN-UP AREA IS ENCOMPASSED BY THE DOTTED LINES AND THE SIDES OF THE WHARF



ATTACHMENT 1

INSURANCE

INSURANCE LIABILITY LIMITS:

1. Workers' Compensation & Employer Liability

Workers' Compensation Limits - Statutory as required by applicable State Law

Employers Liability Limits

\$1,000,000 Each Accident

\$1,000,000 Disease - Policy Limit

\$1,000,000 Disease - Each Employee

The insurer shall agree to waive all rights of subrogation against Lessor, its City Council members, boards, commissions, officers, officials, employees, agents and volunteers arising from Lessee's occupancy and/or use of the Premises.

2. "All Risk" Property Insurance against loss or damage to the Premises and any Lessee improvements or betterments resulting from fire, windstorm, hail, lightning, vandalism, malicious mischief, and such other perils ordinarily included in extended coverage casualty insurance policies. Such insurance shall be maintained in an amount not less than one hundred percent (100%) of the full replacement value of the Premises and any Lessee improvements and betterments. Such property insurance shall name the Lessor as a loss payee as its interest may appear.

3. Commercial General Liability (Occurrence Form Only) Limits

\$3,000,000 Each Occurrence /\$3,000,000 Aggregate

\$3,000,000 Personal Injury Liability

\$3,000,000 Aggregate for Products-Completed Operations

Including products, completed operations, contractual liability, broad form property damage to include injury to or destruction of Lessor's property, coverage for explosion, collapse and underground damages, and limited pollution liability endorsement.

4. Automobile Liability Limits

\$2,000,000 Combined Single Limit Each Occurrence Bodily Injury and Property Damage

Including Owned, Non-owned, and Hired Vehicles

The policy shall be endorsed to include Motor Carrier Act endorsement -

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Attachment: 2001-2006 Wharf House Lease With Reflected Changes (1480 : Wharf House Lease)

Hazardous Materials Cleanup (MCS-90).

5. Environmental Impairment Liability/Pollution Liability Insurance Limits

\$2,000,000 Per Occurrence/\$2,000,000 in the aggregate

Covering losses caused by pollution conditions that arise from the operations of the Lessee to apply to bodily injury, property damage, including loss of use of damaged property or of property that has been physically injured, cleanup costs, and defense.

Endorsed to name Lessor, its City Council members, boards, commissions, officers, officials, employees, agents and volunteers as additional insureds

The additional insured endorsement required under the Lease shall be written utilizing standard ISO form CG 20 10 04 13 in combination with ISO form CG 20 37 04 13, or the equivalent, as determined by Lessor, and the endorsement required under the Lease for primary and non-contributory coverage shall be written utilizing standard ISO form CG 20 01 04 13. There shall be no modification or change from the standard ISO form language.

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Attachment: 2001-2006 Wharf House Lease With Reflected Changes (1480 : Wharf House Lease)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: Community Development

SUBJECT: Set Public Hearing Date to Consider an Appeal of the Community Development Director's Determination Related to a Residential Remodel Project Located at 519 Oak Drive

RECOMMENDED ACTION: Set a Public Hearing Date for June 9, 2016.

BACKGROUND: The Building Department issued building permits for a residential remodel project at 519 Oak Drive on November 5, 2015. The property is located in the R-1 (Single-family Residential) Zoning District and is currently developed with an approximately 575 square-foot single-family residence. The project consists of an interior remodel, a new HVAC system, installation of new siding and windows, removal of a chimney, and landscaping.

An appeal was filed on May 6, 2016 (Attachment 1), which contends that staff erred in several determinations, including improperly allowing the project to proceed without a Design Permit and not initiating Code enforcement in response to the appellants' complaint about poisonous shrubs planted by the property owner.

DISCUSSION: In accordance with Municipal Code Section 2.52.030, staff can either schedule an appeal hearing for the next City Council meeting or shall, at the next City Council meeting, request the City Council set the time and place of the hearing.

The appellants have requested the appeal hearing be postponed until June due to a scheduled surgery. Accordingly, staff recommends the City Council set a hearing date for June 9, 2016. To ensure the delay does not unduly deprive the applicants from reasonable use of their property, staff intends to issue a Certificate of Occupancy upon satisfactory completion of their remodel project, which is anticipated to occur before the appeal hearing.

FISCAL IMPACT: None

ATTACHMENTS:

519 Oak Drive Appeal - Set Hearing
May 26, 2016

1. 519 Oak Drive Appeal Letter

Report Prepared By: Rich Grunow
Community Development Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

5/20/2016

NOTICE OF APPEAL

Appellants: Bruce Daniels & Barbara Graves
 Phone: (831) 462-4803
 Street Address: 521 Oak Drive, Capitola, CA 95010
 Mailing Address: P.O. Box 1640, Capitola, CA 95010

MAY 06 2016
 CITY OF CAPITOLA
 CITY CLERK

BY HAND-DELIVERY

May 6, 2016

City Council of the City of Capitola
 c/o Office of the City Clerk
 420 Capitola Avenue
 Capitola, CA 95010

Re: NOTICE OF APPEAL RE 519 OAK DRIVE

Pursuant to City of Capitola Municipal Code section 2.52, we are hereby appealing to the City Council several decisions and Municipal Code interpretations made by Community Development Director Rich Grunow in a letter he sent to us dated April 21, 2016, and in clarifying emails he sent on April 26 and May 3, 2016, concerning the City's approvals of development and construction activities, and the City's decisions not to pursue enforcement actions at 519 Oak Drive (the "Property"), as follows:

1. In violation of Municipal Code section 17.15.030, the City failed to require a design review and planning permits for changes to the Property, such as chimney removal visible from the street, door removal, new fencing across the front, window expansions, new windows, new patios, grade changes, impervious surface addition, intensification of use with ensuing parking problems, complete clearing of the land with all new plants which are subject to State requirements of water consumption cutbacks and drought-tolerance, etc.
2. In violation of Municipal Code section 15.04, the City allowed demolition and construction to proceed at the Property without proper permits.
3. In interpreting Municipal Code section 12.12.200 (Removal of Hazardous Trees, Code section 12.12.030), the City applied an incorrect definition of "tree."
4. The City improperly allowed the planting of Prunus Caroliniana trees on the Property, which are extremely toxic and hazardous, in violation of City requirements set forth in Municipal Code section 12.12.040 & 12.12.200 regarding the planting and removal of hazardous trees that threaten other trees and/or threaten the community.

Attachment: 519 Oak Drive Appeal Letter (1467 : 519 Oak Drive Appeal - Set Hearing)

5. The City improperly approved the planting of Prunus Caroliniana trees on the Property in conflict with City and State policies requiring or encouraging the planting of trees so as to preserve solar orientations, views, and exposure as per Code section 12.12.070.

6. The City improperly allowed the planting of Prunus Caroliniana, Podocarpus Gracillior, and other trees on the Property in conflict with the City's sight distance traffic visibility requirements as per Code section 17.54.030.

7. Failure to maintain residential area qualities of landscaping, parking, and character from Code section 17.15.020.

8. The City is improperly allowing an intensification of use of a substandard lot (the Property is a 33' x 70' lot), with a shared driveway without proper review, by allowing the owners of the Property to convert a garage to living space.

9. Failure to require mandated replacement trees for a removal (Code section 12.12.190).

10. Failure to require replacement of public sidewalk damaged during private construction as per Code section 12.24.090.

Finally, we request the City Council to declare the Prunus Caroliniana trees planted at the Property to be a public nuisance subject to abatement pursuant to Municipal Code sections 12.12.200 & 12.12.040.

Please let us know about required submissions and hearing dates.

Thank you,

Barbara Graves and Bruce Daniels

Barbara Graves
Bruce Daniels



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 26, 2016

FROM: City Manager Department

SUBJECT: Consider Adopting an Administrative Policy Regarding City Proclamations

RECOMMENDED ACTION: Adopt the Administrative Policy.

BACKGROUND/DISCUSSION: The City frequently receives requests for proclamations from individuals and groups. Currently there is no policy or guidelines for the consideration of proclamations. At the April 28, 2016, City Council meeting, Mayor Bottorff requested the City Council consider the adoption of an Administrative Policy regarding City proclamations.

The Draft Administrative Policy indicates that only proclamations dealing with local, county, state issues or those that positively impact the community and convey an affirmative message to residents will be considered. The Policy further outlines two general types of proclamations:

Type I: Gives recognition to local individuals and organizations or recognize local, regular and special events;

Type II: More routine in nature and are for regional or statewide events/recognitions such as Amateur Radio Week, Child Abuse Prevention Month, September Childhood Cancer Awareness Month, etc. These types of proclamations will be issued administratively and will generally not be read at a City Council meeting and will be posted on the City's website.

Staff is recommending that this Administrative Policy (Attachment) be approved.

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

5/20/2016

FISCAL IMPACT: None.

ATTACHMENTS:

1. Draft Proclamation Policy and Procedure

Report Prepared By: Susan Sneddon
City Clerk

ADMINISTRATIVE POLICY

Number: ____

Issued: ____

Jurisdiction: City Council

PROCLAMATION POLICY AND PROCEDURE

I. PURPOSE

The purpose of this policy is to provide a process for processing City proclamations.

II. POLICY

A proclamation may honor an individual, an organization, commemorate a special event, or a special day, month or year. Members of the public may request to have a proclamation prepared, or a City Council Member may request one. Only proclamations dealing with local, county, state issues or those that positively impact the community and convey an affirmative message to residents will be considered, and are issued in the City's sole and absolute discretion.

Only those proclamations selected by the City will be issued and, due to the number of requests received for proclamations only the following types of proclamations will generally be issued:

Type I Proclamation

These proclamations give recognition to local individuals and organizations or recognize local regular and special events.

Type II Proclamation

These proclamations are more routine in nature and are for regional or statewide events/recognitions such as Amateur Radio Week, Child Abuse Prevention Month, September Childhood Cancer Awareness Month, etc. These proclamations will be issued administratively and will generally not be read at a City Council meeting.

III. PROCEDURE

Following is the procedures for preparing a Type I or Type II Proclamation:

1. Proclamation requests must be transmitted to the City Clerk's Office at least two weeks prior to the requested completion date. The request shall include either a sample proclamation to be used as a guide or shall provide sufficient information to assist the City Clerk staff in preparing the proclamation.
2. City Clerk will finalize the proclamation for the Mayor's signature.
3. The City Clerk shall agendize all Type I Proclamations, which shall be read and presented at a City Council meeting.
4. The City Clerk shall post Type I and Type II Proclamations on the City's website.

5. The City Manager or Mayor shall determine if a Type II Proclamation will be issued administratively or presented at a City Council meeting.

This policy is approved and authorized by

Jamie Goldstein
City Manager

DRAFT

Attachment: Draft Proclamation Policy and Procedure (1448 : Proclamation Admin Policy)