

City of Capitola Agenda

Mayor: Stephanie Harlan
Vice Mayor: Michael Termini
Council Members: Jacques Bertrand
Ed Bottorff
Kristen Petersen

Treasurer: Peter Wilk



CAPITOLA CITY COUNCIL REGULAR MEETING

THURSDAY, AUGUST 24, 2017

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)]

Friends of Monterey Park v. the City of Capitola
Santa Cruz Superior Court Case No. CV 16CV01091

LIABILITY CLAIMS [Govt. Code § 54956.95]

Claimant: Liberty Mutual
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 Kristen Petersen, Michael Termini, Jacques Bertrand, Ed Bottorff, and Mayor Stephanie Harlan

2. PRESENTATIONS

A. Proclamation Naming the Begonia the Official City Flower

RECOMMENDED ACTION: Designate the tuberous begonia as Capitola's official city flower.

B. Children's Cancer Awareness Month Proclamation

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. 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 July 27, 2017, City Council Regular Meeting Minutes
RECOMMENDED ACTION: Approve minutes.
- B. Receive Planning Commission Action Minutes for the Regular Meeting of July 20, 2017
RECOMMENDED ACTION: Receive minutes for the meeting of July 20, 2017. The regular Planning Commission meeting of August 3, 2017, was canceled.
- C. Approval of City Check Register Reports Dated July 7, July 14, July 21 and July 28, 2017
RECOMMENDED ACTION: Approve check registers.
- D. Liability Claim of Liberty Mutual
RECOMMENDED ACTION: Deny liability claim.
- E. Consider a Hearing Date for the Appeal of the Planning Commission's Decision Regarding 2205 Wharf Road
RECOMMENDED ACTION: Set the date to hear the appeal of the Planning Commission's decision regarding application #16-041, 2205 Wharf Road, during the regular City Council meeting of October 12, 2017.
- F. Consider Amending the Memorial Program Policy
RECOMMENDED ACTION: Approve the proposed amendment to the Memorial Program Policy.
- G. Consider Purchase of New Electric Vehicle Charging Stations and Authorize Related Use Fee
RECOMMENDED ACTION: (1) Approve the purchase and installation of two Clipper Creek CS-40 electric vehicle (EV) charging stations in the amount of \$5,930 to replace the existing two EV stations in Beach and Village Parking Lot 1, and (2) approve a resolution adding a 50-cents/hour use-fee for the stations to the City's 2017/2018 Fee Schedule.
- H. Consider a Five-Year, Sole-Source Contract for Fish and Wildlife Monitoring of Soquel Creek
RECOMMENDED ACTION: Approve a sole-source contract with D.W. Alley and Associates for monitoring of Soquel Creek as mandated under the City's permits for an estimated annual cost of \$36,323, adjusted annually for up to five years.

9. **GENERAL GOVERNMENT / PUBLIC HEARINGS**

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

- A. Consider Capitola Village on ICEE Special Event Permit
RECOMMENDED ACTION: Review the Capitola Village Wharf and Business Improvement Association's request for a Special Event Permit, including an Encroachment Permit and an Amplified Sound Permit, for the Capitola Village on ICEE and provide direction.
- B. Consider Extending Red-Light Photo Enforcement Contract
RECOMMENDED ACTION: Extend the existing contract with American Traffic Solutions (ATS) for red-light photo enforcement services for a period of two years and authorize the city manager or his designee to sign the agreement.
- C. Drone Regulation Options Report
RECOMMENDED ACTION: Accept presentation and provide direction.
- D. Discuss Youth Membership on City Advisory Bodies
RECOMMENDED ACTION: Review information and provide staff direction.

10. **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

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
August 24, 2017

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 AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Proclamation Naming the Begonia the Official City Flower

RECOMMENDED ACTION: Designate the tuberous begonia as Capitola's official city flower.

BACKGROUND: For many years, the Antonelli, Brown, and Vetterle families grew tuberous begonias commercially along the western edge of Capitola. In 1952, the City hosted its first begonia festival featuring the showy blooms on floats in a nautical parade down Soquel Creek during Labor Day weekend, and in 1967 Governor Ronald Reagan officially designated Capitola the "Begonia Capitola of the World." Images of the blossoms have adorned the City's street signs since the 1980s. However, the city has apparently never named an official city flower. The commercial greenhouses eventually relocated to Monterey County, but the flowers and the festival have remained popular with the local community.

DISCUSSION: This past winter, Golden State Bulb Growers, the longtime partner and source of the festival's flowers, announced that it was ending commercial production of tuberous begonias after this year's festival, leaving it with no source in the northern hemisphere for large quantities of begonias. As the City marks its final Begonia Festival, a request was made to name the tuberous begonia as the official city flower in honor of its long local popularity and role in Capitola's history.

FISCAL IMPACT: None

ATTACHMENTS:

1. Begonia City Flower Proclamation
2. Santa Cruz Sentinel Begonia Article 9-29-1971

Report Prepared By: Linda Fridy
City Clerk

Proclamation Naming Begonia City Flower
August 24, 2017

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/17/2017

City of Capitola

Mayor's Proclamation

Designating the Tuberous Begonia as Capitola's Official City Flower

WHEREAS, floral bulbs were planted in Capitola since the time of the founding of Camp Capitola in the 1870s; and

WHEREAS, begonias thrive in Capitola's mild climate; and

WHEREAS, growers surrounding Capitola Village engaged in begonia production since the 1920s, and these local nurseries grew and supplied tubers for gardens around the world; and

WHEREAS, Capitola has enjoyed a tradition of pageants that featured begonia blossoms since 1950 and has hosted the annual Capitola Begonia Festival since 1952; and

WHEREAS, internationally known local growers Brown Ranch, Antonelli Brothers, and Vetterle & Reinelt generously supplied begonia blossoms for the festival; and

WHEREAS, begonias brought enjoyment to thousands of people during each annual festival, uniting the community in decorating floats and hosting events; and

WHEREAS, Capitola was officially designated the "Begonia Capital of the World" by Governor Ronald Reagan in 1967 and mail from Capitola was canceled with that motto into the 1970s; and

WHEREAS, the City's street signs have featured a begonia since the 1980s.

NOW, THEREFORE, I, Stephanie Harlan, Mayor of the City of Capitola, hereby designate the tuberous begonia as Capitola's Official City Flower and encourage residents to grow and display these beautiful blossoms.



Stephanie Harlan

Stephanie Harlan, Mayor
Signed and sealed this 24th day of August, 2017

Capitola's Begonia Image In Jeopardy

By DON RIGHETTI
Sentinel Staff Writer

One business has announced it may leave the Capitola area and already a lot of people are concerned the community's motto and whole image are in jeopardy.

Capitola's motto is "Begonia Capital of the World" and the business that may shortly close its doors is Vetterle Bros. Begonia Gardens.

Capitola has gotten a lot of tourist-dollar mileage from its title as begonia capital. Each September it hosts the Capitola National Begonia Festival which attracts thousands of visitors. It cancels all the stamps on its outgoing mail with a begonia capital reminder, and chamber of commerce brochures lean on the title as a community image.

Now that just one business — Vetterle Bros. — has announced it wants to close its Capitola operation, is the begonia capital title really in jeopardy?

Could be. There are only three major begonia growers in the Capitola area — Vetterle, Antonelli Bros. and Brown Bulb Ranch. Since Brown is a wholesale operation closed to the public, the loss of Vetterle would leave only Antonelli Bros. to prove to visitors that Capitola really does produce all those begonias.

But Mayor Phillip Walker isn't ready to throw in the towel. He doesn't think the loss of Vetterle's will make all that much difference.

"We never did have a begonia grower within the city limits of Capitola," he commented.

"Antonelli and Vetterle are both outside the city, and most of the begonias for the festival come from La Selva Beach."

The mayor claims it's a tradition that the begonia is Capitola's flower and that the tradition doesn't depend on how many commercial growers are in the area.

"There will always be begonias grown in this area because the climate is so perfect for it," Walker said. "As the city grows up, naturally there will be fewer places to grow them commercially. But Capitolsans will continue to grow them in their yards and planter boxes, so the people will carry on the tradition themselves."

There is no question that the Begonia Festival Assn. is concerned about the possible loss of the title. Ron Graves, this year's director, has indicated that the handwriting is on the wall and the festival should start looking about for a new image and theme.

Long-time festival board member Lew Deasy said the group began thinking about a new format for the celebration three years ago when the first hint came that high taxes might force the begonia growers out of the urbanized Capitola area.

He added there even have been suggestions of whole new names for the festival, and the printing of association stationery was held to a minimum this year for that reason.

Still, Deasy wouldn't go so far as to say Capitola's days as the begonia capital are numbered. "I don't think anyplace will be able to replace us, because



One of the three commercial growers of begonias in the Capitola area probably will close his doors soon to make way for a new residential and commercial development. The other two are battling high land assessments, and if they

lose the fight, what happens to Capitola's title of "Begonia Capital of the World?" The Capitola Chamber of Commerce and the Begonia Festival Assn. already are casting about for new themes and images for the community

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there's no place else that has as much concentrated growing activity. And I think we'll always be remembered as the begonia capital of the world, even if the begonias no longer are grown here."

The Capitola Chamber of Commerce is another agency that thinks the community may have trouble hanging onto its begonia title.

At its last meeting, the chamber thought long and hard about changing the motto on the mail cancellations to reflect a new image for the town. In the end, the chamber decided to stick with "Begonia Capital of the World" for another six months. But at the end of that time, the chamber will again consider a try for a new image.

At that meeting, Ward suggested "Flowers and Art by the Sea," as the new motto to reflect Capitola's recent emergence as an artists' mecca.

He said the chamber's concern about the loss of the begonia image springs from the festival association's own doubts about being able to keep the title. "As long as the begonia

festival is thinking about it," he said, "we should be aware that it is a possibility."

But the chamber president emphasized Capitola is distinctive enough that there should be no trouble in publishing a new identity "if the need arises."

He said he does not know at this point what that identity might be.

It's higher tax assessments, of course, that may ultimately drive all agriculture-type operations out of urbanized areas such as Capitola. If a shopping center is built next to a begonia garden, then the garden's land is worth more money — and its taxes go up — whether or not the owner builds a shopping center of his own or continues to grow begonias.

Pat Antonelli of Antonelli Bros. reported his firm paid \$28,000 in land taxes alone last year.

It makes things tough, he said, but at this point Antonelli Bros. has no intention of budgeting from its Capitola-area home, about being able to keep the title. "We'll hold out as long as we can," Antonelli said. "I like it

here. Our family was born here. I don't see anyplace better in the world to go."

High taxes aren't the only barrier an agricultural operation takes in an urban area, Antonelli pointed out. He said growers often are pulled into such situations as expensive special assessment districts designed to benefit only the urban areas around them.

"It's really a squeeze," he continued.

But he noted the younger generation of Antonellis has taken to the begonia business and even now has assumed much of the firm's management, so the business will continue.

"We'll definitely be here," Antonelli said. "We have no inclination to move to another area. I don't think Capitola's title as the begonia capital is in that much danger yet."

Worth Brown of Brown Bulb Ranch commented that Capitola "still has a good right to the title."

He noted that his firm, for example, is the largest and oldest begonia grower in the United States, even though the entire

growing operation no longer is carried on in the Capitola area.

He commented that commercial growing operations in the vicinity might be on the way out because of current assessment practices, but noted that Brown's has no intention of phasing out its Capitola area operation in the foreseeable future.

Mayor Walker reported he hopes the begonia festival association and the chamber of commerce don't act too quickly on a change of image for the town.

He thought any other image would be too general to identify the community as unique. He thinks the begonia is a good trademark for Capitola's individuality because it is an uncommon plant and difficult to grow in most other areas.

John Battisini, chairman of the planning commission, agreed. He thinks the begonia title is a tourist draw and "nothing else will be quite as good."

"It will be hard to hang onto the title," he concluded. "But we'll try to hang onto it as long as we can."



The tuberos begonia. It gives Capitola its chief claim to fame, but its days in the Capitola area may be numbered as dense development and high taxes threaten to drive away commercial growers.

Soquel School Lunch Program

Children from families with a monthly gross income from all sources at or below the following levels will be furnished free or reduced price lunch in Soquel Elementary School District.

Income for a family of one

A family of five can't exceed \$378 for a free lunch or \$454 for a reduced price. A family of six can't exceed \$426 for a free lunch or \$512 for a reduced price.

A family of seven can't exceed \$470 for a free lunch or

The winner!

Sears

Attachment: Santa Cruz Sentinel Begonia Article 9-29-1971 (Proclamation Naming Begonia City Flower)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Children's Cancer Awareness Month Proclamation

DISCUSSION: Mayor Harlan will present a proclamation to Robyn Straley of Jacob's Heart Children's Cancer Support Services declaring September as Children's Cancer Awareness Month in Capitola.

ATTACHMENTS:

1. Children's Cancer Awareness Month Proclamation

Report Prepared By: Linda Fridy
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

8/17/2017

City of Capitola Mayor's Proclamation

Honoring Jacob's Heart Children's Cancer Support Services and Declaring September 2017 as Childhood Cancer Awareness Month

WHEREAS, while Capitola takes pride in its place in the life-long memories of many families, the chance to build those memories can be cut short by childhood cancer; and

WHEREAS, each day 42 children in the United States are diagnosed with cancer and more than 40,000 children undergo treatment for cancer each year; and

WHEREAS, cancer remains the leading cause of death by disease among children, more than asthma, diabetes, cystic fibrosis, congenital anomalies, and AIDS combined; and

WHEREAS, families of children with cancer in the City of Capitola receive essential services from Jacob's Heart Children's Cancer Support Services, a local organization that has gained national awards and recognition for improving the quality of life for hundreds of local children with cancer and their family members; and

WHEREAS, Jacob's Heart holds the memories and honors legacies of hundreds of children from our local community who have been lost to cancer; and

WHEREAS, the oncology department at Lucile Packard Children's Hospital at Stanford has worked closely with Jacob's Heart for the past 19 years as a trusted community partner in providing family-centered care that addresses the emotional, practical, and financial struggles of families of children with cancer in Capitola; and

WHEREAS, Capitola urges its residents to recognize the impact of pediatric cancer on families within our community and to honor local children whose lives have been cut short by cancer.

NOW, THEREFORE, I, Stephanie Harlan, Mayor of the City of Capitola, hereby declare September as Childhood Cancer Awareness Month in the City of Capitola and honor Jacob's Heart Children's Cancer Support Services for 19 years of outstanding support to our community.



Stephanie Harlan

Stephanie Harlan, Mayor
Signed and sealed this 24th day of August, 2017



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Consider the July 27, 2017, City Council Regular Meeting Minutes

RECOMMENDED ACTION: Approve minutes.

DISCUSSION: Attached for City Council review and approval are the minutes of the regular meeting of July 27, 2017.

ATTACHMENTS:

1. 7-27-17 draft minutes

Report Prepared By: Linda Fridy
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

8/17/2017

**DRAFT CAPITOLA CITY COUNCIL
REGULAR MEETING ACTION MINUTES
THURSDAY, JULY 27, 2017**

CLOSED SESSION 6 PM

CALL TO ORDER

Vice Mayor Termini called the meeting to order at 6 p.m. with the following items to be discussed in Closed Session:

1. LIABILITY CLAIMS [Govt. Code § 54956.95]

Claimant: Liberty Mutual

Agency claimed against: City of Capitola

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION [Govt. Code § 54957(b)]

City Council's Performance Evaluation of the City Attorney

There was no one in the audience; therefore, the City Council recessed to the Closed Session in the City Manager's Office.

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL - 7 PM

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Council Member Ed Bottorff: Present, Council Member Jacques Bertrand: Present, Mayor Stephanie Harlan: Absent, Vice Mayor Michael Termini: Present, Council Member Kristen Petersen: Present.

2. PRESENTATIONS

A. Introduction of New Maintenance Worker Nathan Kessler

Matt Kotila introduced the newest member of the Public Works crew, Nathan Kessler. The local native expressed his enthusiasm for the opportunity to join the city.

3. REPORT ON CLOSED SESSION

City Attorney Tony Condotti said no reportable action was taken.

4. ADDITIONAL MATERIALS

A. Item 8.A – Nine items of public communication regarding traffic in the Jewel Box neighborhood.

B. Item 8.B – One public comment regarding mall redevelopment.

5. ADDITIONS AND DELETIONS TO AGENDA - None

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
July 27, 2017

6. PUBLIC COMMENTS

Laurie Hill, president of the Begonia Festival, shared the event poster for "Begonias Take a Bow," the final year featuring begonias. An estimated 10 floats are expected this year. She announced on October 14 there will be gala celebrating the festival. She requested the City recognize the begonia as the City's official flower, and encouraged everyone to participate in the festival.

7. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

Capitola Police Sergeant Andy Dally shared information about Capitola's National Night Out on August 1.

Vice Mayor Termini noted the Capitola plein air event is coming up this fall and sign-ups are available online. He noted that PG&E has asked for reduced energy usage during the upcoming solar eclipse due to loss of solar-sourced power.

Treasurer Peter Wilk reported on a meeting with the Finance Director and City Manager regarding the investment policy, which will be reviewed by the Finance Advisory Committee this year since reserves have increased.

City Manager Jamie Goldstein noted the Friends of Capitola Library is holding its first book sale this weekend.

Public Works Director Steve Jesberg announced that the Wharf piles have been installed, the floating docks are in process, and the Wharf will open for the weekend.

8. CONSENT CALENDAR

MOTION:	APPROVE OR DENY ITEMS AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Jacques Bertrand, Council Member
AYES:	Ed Bottorff, Jacques Bertrand, Michael Termini, Kristen Petersen
ABSENT:	Stephanie Harlan

- A. Consider the June 22, 2017, City Council Regular Meeting Minutes
RECOMMENDED ACTION: Approve minutes.
- B. Approval of City Check Register Reports Dated June 2, June 9, June 16, June 23 and June 30, 2017 [300-10]
RECOMMENDED ACTION: Approve check registers.
- C. Consider Library Naming Policy [230-10]
RECOMMENDED ACTION: Approve Library Donor Recognition Policy
- D. Consider Capitola Joining the Santa Cruz County Animal Services Authority [500-10 A/C: Santa Cruz County Animal Services Authority]
RECOMMENDED ACTION: Approve the amended the Santa Cruz County Animal Services Authority (SCCASA) Joint Power Agreement, allowing the City of Capitola to become a full member of the SCCASA.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
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- E. Response to Civil Grand Jury Report, “Threat of Violence in our Public Schools” [100-30]
RECOMMENDED ACTION: Accept the recommendations by the Santa Cruz County Civil Grand Jury, and direct the City Clerk to send the completed response packet pursuant to California Penal Code 933.05 PC.
- F. Consider Community Action Board Contract for the Emergency Housing Assistance Program [500-10 A/C: Community Action Board]
RECOMMENDED ACTION: Approve a two-year, \$50,000 agreement with the Community Action Board of Santa Cruz County, Inc., to administer the City’s Emergency Housing Assistance Program
- G. Consider Housing Programs Professional Services Contract [500-10 A/C: Flynn, Carolyn]
RECOMMENDED ACTION: Approve the proposed contract with Carolyn Flynn for an amount not to exceed \$26,000 for Fiscal Year 2017-18 for assistance with affordable housing programs, CDBG program administration, grant writing, and grant management.
- H. Consider an Amended Contract for a Hosted Finance System with Tyler Technologies (formerly New World Systems) [300-30/500-10 A/C: Tyler Technologies]
RECOMMENDED ACTION: Authorize staff to sign a five-year contract with Tyler Technologies to host the City’s finance system, allowing the City to continue to utilize the same financial management software.
- I. Consider a Side Letter to the Capitola Police Officers Association Agreement [600-10]
RECOMMENDED ACTION: Approve a side letter to the existing Memorandum of Understanding between the City of Capitola and the Capitola Police Officers Association establishing a FLSA 207(k) work period of 86 hours in 14 days.
- J. Consider a Contract Amendment to Complete Phase II of the American with Disabilities Act (ADA) Self-Evaluation and Transition Plan [580-30]
RECOMMENDED ACTION: Authorize the City Manager to amend the existing contract with SZS Consulting Inc. from \$74,955 to \$114,095 authorizing the anticipated second phase of the ADA Transition Plan preparation.

9. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Consider Options To Address Traffic Concerns on Topaz Street [940-40]
RECOMMENDED ACTION: Consider the recommendations of the Traffic and Parking Commission and provide direction to staff regarding neighborhood community outreach to address traffic concerns along Topaz Street in the Jewel Box neighborhood.

Public Works Director Steve Jesberg, joined by Frederick Vinter of Kimley-Horn, presented the staff report. He noted that large-scale community meetings would be part of any option or action directed by the Council. Mr. Vinter noted that traffic will not be reduced, just redirected. Traffic studies showed Topaz traffic rates are comparable to major through streets. The Traffic and Parking Commission (TPC) recommended diagonal diverters to discourage neighborhood cut-throughs.

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Vice Mayor Termini clarified that Kimley-Horn's work was done as part of its staff augmentation contract.

Jim Hobbs, Topaz Street, acknowledged the impact on others of reducing traffic on his street. He supports the neighborhood plan, perhaps on a trial basis.

Frank Borgess, Crystal Street, asked for more outreach and expressed concern about trying to get from one block to the next.

Mick Routh, Crystal Street, appreciates the recommendation to hold more public outreach, but would refer it back to the TPC. He has concerns about the impact on the intersection of 45th Avenue and Capitola Road and on emergency response.

Ron Burke, TPC and resident, said that this meeting identifies the problem of heavy traffic on Topaz, but finding a solution will be difficult.

Stan Walken, Capitola Road, said he has seen a significant increase in both vehicle numbers and speed. He asked about timed closures.

Leilani Williams, Diamond Street, asked to expand the map and include Capitola Shores as the discussion continues. She is worried about the impact on 42nd Avenue.

John Nicol, 49th Avenue, expressed concern about getting trapped in streets with barricades. He suggested a no left turn on Portola eastbound during high-volume time frames and noted that one-way streets impact mailbox placement.

Dana Ingersoll, 47th and Topaz, noted there is a lot of pedestrian traffic coming from 41st Avenue toward the Village and back, and the vehicle traffic volume is dangerous.

Linda Smith, Prospect, asked that the "triangle" be included in future outreach and asked that the eventual solution does not trap neighbors.

Anna Morroco, Topaz, noted it is a residential street that is getting more traffic than it is designed for. She asked for solution that spreads the impact.

Council Member Petersen agreed that more discussion and community input is needed before any action can be taken.

Council Member Bottorff noted that web traffic services have impacted Topaz heavily. He proposed as a motion surveying the larger neighborhood to solicit suggestions, with neighbor input to develop the questionnaire. Those results would then be presented at a community meeting at Jade Street Community Center. He accepted an amendment from Vice Mayor Termini to invite one representative from each street in the area to participate in creating the questionnaire.

Council Member Bertrand acknowledged the difficulty in finding a workable solution

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
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and supports an approach that involves the greater community.

MOTION:	DIRECT STAFF TO CREATE AN ADVISORY GROUP, INCLUDING ONE REPRESENTATIVE FROM EACH STREET IN THE GREATER JEWEL BOX NEIGHBORHOOD, AND WORK WITH THOSE MEMBERS TO CREATE A SURVEY OF POSSIBLE TRAFFIC SOLUTIONS. THE RESPONSES WILL BE DISCUSSED AT A COMMUNITY MEETING AT JADE STREET COMMUNITY CENTER.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Michael Termini, Vice Mayor
AYES:	Ed Bottorff, Jacques Bertrand, Michael Termini, Kristen Petersen
ABSENT:	Stephanie Harlan

- B. Capitola Mall Redevelopment Status Update [730-25]
RECOMMENDED ACTION: Receive presentation.

Community Development Director Rich Grunow presented the staff report. He noted that the mall site consists of 14 parcels with eight owners, each with veto power over plans, which complicates redevelopment efforts. Staff has been actively leading discussions with stakeholders and advocating for the vision established in the General Plan Update.

Rosario Sullivan advocated for a project with a community sense, like a plaza, and more entertainment options.

Council Member Bertrand noted that larger property owner Merlone-Geier has reached out to the Council and would like to work with the community. He advocated planning for a significant drop in sales tax during a major reconstruction.

Council Member Petersen agreed that the mall should attempt to attract youth as it can provide a safe place for them to gather.

Vice Mayor Termini said Merlone-Geier is considering a movie theater, restaurants, and housing, with changes phased in over time.

RESULT:	RECEIVED REPORT
----------------	------------------------

- C. Consider Regional Transportation Commission Measure D Agreement and Five-Year Plan [500-10 A/C: SCCRTC]
RECOMMENDED ACTION: Approve a funding agreement with the Santa Cruz County Regional Transportation Commission (RTC), authorize the City Manager to sign on behalf of the City, and approve a five-year proposed project list.

Public Works Director Jesberg presented the staff report. The funding agreement with the RTC requires adoption of a five-year plan. Council already approved green bike lanes and citywide slurry seal as projects for this fiscal year. For the remaining years he recommends:

- 42nd Avenue pavement rehabilitation in 2018-19
- Brommer Street improvements in 2019-20

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
July 27, 2017

- Fanmar Way in 2020-21
- McGregor Drive 2021-22

Measure D projects should reflect a mix of street, bike, and pedestrian projects. The plan will be reviewed and can be amended annually.

Council Member Bottorff asked to see future Hill Street sidewalks either somewhere within the plan or within capital improvement projects.

Council Member Petersen asked if Clares Street was considered, but staff responded it is optimistic that the City can get block grant funding instead.

Council Member Bertrand would like to see McGregor moved up in the timeline.

Vice Mayor Termini asked how funding is distributed. City Manager Goldstein said the partner jurisdictions agreed on a formula of roughly one-third population, one-third sales tax source, and one-third lane miles. This year's amount is still an estimate until the City sees source information.

MOTION:	APPROVE THE AGREEMENT AND FIVE-YEAR PLAN, AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Jacques Bertrand, Council Member
AYES:	Ed Bottorff, Jacques Bertrand, Michael Termini, Kristen Petersen
ABSENT:	Stephanie Harlan

D. Consider Monterey Bay Community Power Credit Shared Responsibility Agreement [500-10 A/C: Monterey Bay Community Power]

RECOMMENDED ACTION: Approve the Shared Responsibility for Credit Support Agreement for Monterey Bay Community Power, authorize the City Manager to make minor revisions to the agreement in a form approved by the City Attorney, direct the Mayor to sign it, and approve the attached budget amendment directing the Finance Department to create the required reserve account.

Finance Director Jim Malberg presented the staff report. He noted the bank providing the start-up funding has asked for a fund set-aside rather than a letter of guarantee. The money would be moved from the general fund balance and restricted.

Vice Mayor Termini confirmed that the City is not spending the money, just restricting it. Staff explained that once an income stream is apparent, the funds will be released.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
July 27, 2017

MOTION:	APPROVE THE AGREEMENT, ALLOW MINOR REVISIONS, DIRECT THE MAYOR TO SIGN THE AGREEMENT, AND AUTHORIZE THE BUDGET AMENDMENT.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Kristen Petersen, Council Member
AYES:	Ed Bottorff, Jacques Bertrand, Michael Termini, Kristen Petersen
ABSENT:	Stephanie Harlan

10. ADJOURNMENT

The meeting was adjourned at 8:55 p.m.

Michael Termini, Vice Mayor

ATTEST:

Linda Fridy, City Clerk

DRAFT

Attachment: 7-27-17 draft minutes (Approval of City Council Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Receive Planning Commission Action Minutes for the Regular Meeting of July 20, 2017

RECOMMENDED ACTION: Receive minutes for the meeting of July 20, 2017. The regular Planning Commission meeting of August 3, 2017, was canceled.

ATTACHMENTS:

1. 07-20-2017 Action

Report Prepared By: Linda Fridy
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

8/17/2017



**DRAFT ACTION MINUTES
CAPITOLA PLANNING COMMISSION MEETING
THURSDAY, JULY 20, 2017
7 P.M. – CAPITOLA CITY COUNCIL CHAMBERS**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Chairperson Edward Newman: Present, Commissioner Linda Smith: Present, Commissioner Sam Storey: Present, Commissioner Susan Westman: Absent, Commissioner TJ Welch: Present

2. ORAL COMMUNICATIONS

- A. Additions and Deletions to Agenda**
- B. Public Comments**
- C. Commission Comments**
- D. Staff Comments**

3. APPROVAL OF MINUTES

A. Planning Commission - Regular Meeting - May 4, 2017

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Linda Smith, Commissioner
SECONDER:	Sam Storey, Commissioner
AYES:	Smith, Newman, Welch, Storey
ABSENT:	Westman

4. CONSENT CALENDAR

A. Capitola Mall Redevelopment - Request to Continue to September 7, 2017

RESULT:	CONTINUED [UNANIMOUS]
MOVER:	TJ Welch, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Newman, Welch, Storey
ABSENT:	Westman

B. 212 Monterey Avenue #16-111 APN: 035-261-11

Design Permit application for an exterior remodel and addition of 304 square feet to an existing two-story multi-family residential building, located in the CV (Central Village) Zoning District.

This project is in the Coastal Zone but does not require a Coastal Development Permit.

Environmental Determination: Categorical Exemption

Property Owner: Joe Mingione

Representative: Derek Van Alstine, filed: 5/31/16

MOTION: Approve Design Permit.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	TJ Welch, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Newman, Welch, Storey
ABSENT:	Westman

C. 4100 Auto Plaza Drive #17-026 APN: 034-141-29

Design Permit and Conditional Use Permit for a carwash and Sign Permit for a monument sign at the existing Subaru dealership in the Community Commercial (CC) zoning district. This project is not in the Coastal Zone and does not require a Coastal Development Permit.

Environmental Determination: Categorical Exemption

Property Owner: Santa Cruz Seaside Company

Representative: Peter Bagnall, filed 3/3/2017

Commissioner Storey requested that Item 4.C. be pulled from Consent for further discussion and was heard after Consent items and before the Public Hearings.

MOTION 1: Approve Design Permit and Conditional Use Permit for the car wash

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Smith
SECONDER:	Storey
AYES:	Newman, Smith, Storey, Welch
ABSENT:	Westman

MOTION 2: Approve Monument Sign

RESULT:	APPROVED [3 TO 1]
MOVER:	Welch
SECONDER:	Smith
AYES:	Newman, Smith, Welch
NAYS:	Storey
ABSENT:	Westman

D. 614 Capitola Avenue #17-080 APN: 035-302-06

Conditional Use Permit to convert an existing mixed-use building to multi-family residence, located in the CN (Neighborhood Commercial) zoning district.

This project is in the Coastal Zone but does not require a Coastal Development Permit.

Environmental Determination: Categorical Exemption

Property Owner: William & Mary Ivison

Representative: William & Mary Ivison, filed: 5/23/17

MOTION: Approve Conditional Use Permit.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	TJ Welch, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Newman, Welch, Storey
ABSENT:	Westman

5. PUBLIC HEARINGS

A. 5055 Jewel Street #17-015 034-043-09

Design Permit for a first-floor addition and construction of a new second floor to an existing one-story residence with variance requests to parking and driveway dimensions, located in the R-1 (Single-Family Residential) zoning district.

This project is in the Coastal Zone but does not require a Coastal Development Permit.

Environmental Determination: Categorical Exemption

Property Owner: Jeff Luchetti

Representative: Frank Phanton, filed: 2/8/17

MOTION: Approve Design Permit and variances, as amended.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	TJ Welch, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Newman, Welch, Storey
ABSENT:	Westman

B. 2205 Wharf Road #16-041 APN: 034-141-34

Minor land division to create two lots of record, design permit for a new single-family residence, and variance to lot design standards for the property located at 2205 Wharf Road in the RM-LM (Residential Multi-Family – Low-Medium Density) Zoning District.

This project is not in the Coastal Zone and does not require a Coastal Development Permit.

Environmental Determination: Categorical Exemption

Property Owner: Christopher Wright

Representative: Dennis Norton, filed: 3/14/16

MOTION: Approve Minor Land Division, Design Permit and variance, as amended

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Linda Smith, Commissioner
SECONDER:	Sam Storey, Commissioner
AYES:	Smith, Newman, Welch, Storey
ABSENT:	Westman

6. DIRECTOR'S REPORT

7. COMMISSION COMMUNICATIONS

8. ADJOURNMENT



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: Finance Department

SUBJECT: Approval of City Check Register Reports Dated July 7, July 14, July 21 and July 28, 2017

RECOMMENDED ACTION: Approve check registers.

BACKGROUND: Check registers are attached for:

Account: City Main				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
7/07/2017	87049	87102	44	\$273,996.16
7/14/2017	87103	87167	69	\$931,936.02
7/21/2017	87168	87235	69	\$187,430.46
7/28/2017	87236	87303	76	\$1,528,716.02

The City Main check register dated June 30, 2017, ended with check #87048.

Account: Library				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
7/14/2017	27	27	1	\$1,415
7/21/2017	28	28	1	\$700
7/28/2017	29	31	3	\$130,972.96

The Library account check register dated June 23, 2017, ended with check #26.

Account: Payroll				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
7/07/2017	5148	5165	135	\$180,703.95
7/21/2017	5166	5183	135	\$192,998.57

The Payroll account check register dated June 30, 2017, ended with check #5147.

Following is a list of checks issued for more than \$10,000 and a brief description of the expenditure:

Check	Issued to	Dept.	Description	Amount
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Approval of City Check Registers
August 24, 2017

87096	Santa Cruz Regional 911	PD	Regional 911 services	\$150,925.25
EFT 464	CalPERS Health	FN	July health insurance	\$60,310.03
87148	SCC Auditor Controller	PD	June citation processing	\$14,406
87158	U.S. Bank	FN	Pac Cove parking lot lease	\$76,068.30
87160	Visit Santa Cruz County	FN	Quarterly tourism marketing district payment	\$51,494.60
87161	Wells Fargo Bank	FN	Final POB debt payment	\$664,381.79
EFT 466	IRS	FN	Federal taxes & Medicare	\$29,859.88
87176	Atchison Barisone Condotti & Kovacevich	CM	June legal services	\$48,115.28
87213	Soquel Creek Water District	PW	Monthly water & irrigation	\$14,294.51
EFT 469	CalPERS	FN	PERS contributions	\$47,142.41
87280	Monterey Bay Area Self Insurance Authority	CM	Insurance premiums	\$299,021.50
87282	Nichols Consulting Engineers	PW	Fanmar project and 2016 pavement management	\$13,670
87283	PG&E	PW	Monthly utilities	\$15,479.82
EFT 470	CalPERS	FN	PERS contributions PPE	\$49,068.33
EFT 472	IRS	FN	Federal taxes & Medicare	\$33,170.36
EFT 474	CalPERS Health	FN	August health insurance	\$59,737.69
EFT 475	CalPERS Fiscal Services	FN	PERS UAL prepayment	\$971,353
30	Noll and Tam Architects	PW	Library design development	\$122,767.96

ATTACHMENTS:

1. 07-07-17 City Check Register
2. 07-14-17 City Check Register
3. 07-21-17 City Check Register
4. 07-28-17 City Check Register

Report Prepared By: Maura Herlihy
Account Technician

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

8/17/2017

City account payable checks dated 7/7/2017, numbered 87049 to 87102 plus 1 EFTs, totaling \$273,996.16, plus 18 Payroll account checks and 117 Payroll account EFTs, totaling \$180,703.95, for a grand total of \$454,700.11, have been reviewed and authorized for distribution by the City Manager.

As of 7/7/2017 the unaudited cash balance is \$4,950,331.32.

CASH POSITION - CITY OF CAPITOLA 7/7/17

	<u>Net Balance</u>
General Fund	\$1,013,561.73
Payroll Payables	\$144,610.32
Contingency Reserve Fund	\$1,903,345.66
Facilities Reserve Fund	\$339,870.00
Capital Improvement Fund	\$719,625.66
Stores Fund	\$23,342.86
Information Technology Fund	\$109,480.98
Equipment Replacement	\$177,679.93
Self-Insurance Liability Fund	\$304,414.70
Workers' Comp. Ins. Fund	\$224,338.79
Compensated Absences Fund	(\$9,939.31)
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$4,950,331.32</u></u>

The Emergency Reserve Fund balance is \$1,277,205.54.

The PERS Contingency Fund balance is \$300,000.


The Library Fund balance is \$531,754.18.



Jamie Goldstein, City Manager

7/10/17

Date



Peter Wilk, City Treasurer

7/12/17

Date

Attachment: 07-07-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 7, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87049	07/07/2017	Open			ALLSAFE LOCK COMPANY	\$7.3
	Invoice		Date	Description		Amount
	49537		06/30/2017	Keys		\$7.32
87050	07/07/2017	Open			ALVAREZ TECHNOLOGY GROUP INC	\$7,100.0
	Invoice		Date	Description		Amount
	41622		06/01/2017	July IT services 2211 - ISF - Information Technology		\$7,100.00
87051	07/07/2017	Open			ARTS COUNCIL OF SANTA CRUZ COUNTY	\$1,400.0
	Invoice		Date	Description		Amount
	063017		06/30/2017	New Brighton SPECTRA art program support		\$1,400.00
87052	07/07/2017	Open			ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS	\$1,121.2
	Invoice		Date	Description		Amount
	3739		06/06/2017	2016 AMBAG regional orthoimagery project cost		\$1,121.25
87053	07/07/2017	Open			ASTRO EVENTS OF SAN JOSE	\$525.0
	Invoice		Date	Description		Amount
	B-573-2		06/29/2017	Obstacle course and Astro Jump rental for Camp Carnival		\$525.00
87054	07/07/2017	Open			BILL TASHNICK	\$33.0
	Invoice		Date	Description		Amount
	063017		06/30/2017	Softball Umpiring, 6/19 - 6/30/17		\$33.00
87055	07/07/2017	Open			BRIAN CONNORS	\$1,000.0
	Invoice		Date	Description		Amount
	042617		07/05/2017	July 5th twilight concert performance		\$1,000.00
87056	07/07/2017	Open			CA DEPARTMENT OF CONSERVATION	\$417.7
	Invoice		Date	Description		Amount
	2017QTR2		06/30/2017	April-June strong motion instrumentation/seismic hazard fee		\$417.76
87057	07/07/2017	Open			CALIFORNIA BUILDING STANDARDS COMMISSION	\$158.4
	Invoice		Date	Description		Amount
	2017QTR2		06/30/2017	April-June building standards admin. fees		\$158.40
87058	07/07/2017	Open			CALIFORNIA LAW ENFORCEMENT ASSOCIATION	\$514.5
	Invoice		Date	Description		Amount
	CLEAJULY2017		06/21/2017	July POA LTD 1001 - Payroll Payables		\$514.50
87059	07/07/2017	Open			CAROLYN FLYNN	\$3,420.0
	Invoice		Date	Description		Amount
	CBF-06-2017		06/30/2017	June affordable housing admin. 1000 - General Fund 5552 - Cap Hsg Succ- Program Income		\$3,420.00 \$1,020.00 \$2,400.00

Attachment: 07-07-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 7, 2017

Invoice #	Date	Description	Amount
87060 07/07/2017 Open DAVID SCOTT COBABE \$45.00			
Invoice	Date	Description	Amount
Cobabe063017	06/30/2017	Summer 1 Instructor Payments LAST	\$45.00
87061 07/07/2017 Open EDGEWAVE \$3,456.00			
Invoice	Date	Description	Amount
200920	06/15/2017	Email security renewal (3 yrs) 2211 - ISF - Information Technology	\$3,456.00
87062 07/07/2017 Open EWING IRRIGATION \$203.00			
Invoice	Date	Description	Amount
3652747	06/30/2017	Irrigation supplies	\$121.45
3593842	06/23/2017	Irrigation supplies	\$28.23
3633248	06/29/2017	Irrigation supplies, trim line	\$53.36
87063 07/07/2017 Open FIRST ALARM SECURITY & PATROL INC. \$300.00			
Invoice	Date	Description	Amount
534736	06/22/2017	July patrol service for Jade Street	\$300.00
87064 07/07/2017 Open FLYERS ENERGY LLC \$8,585.40			
Invoice	Date	Description	Amount
17-476484	06/02/2017	292 gallons ethanol	\$909.27
17-476485	06/02/2017	200 gallons diesel	\$543.70
17-474637	05/31/2017	310 gallons diesel	\$831.02
17-489931	06/26/2017	556 gallons ethanol	\$1,920.20
17-481708	06/12/2017	375 gallons diesel	\$1,033.48
17-481700	06/12/2017	394 gallons ethanol	\$1,322.13
17-484918	06/16/2017	505 gallons ethanol	\$1,692.49
17-484919	06/16/2017	119 gallons diesel	\$333.12
87065 07/07/2017 Open FRED C. BEYERS \$231.00			
Invoice	Date	Description	Amount
Beyers063017	06/30/2017	Softball Umpiring, 6/19 - 6/30/17	\$231.00
87066 07/07/2017 Open GLOBAL ENVIRONMENTAL PRODUCTS INC \$1,058.43			
Invoice	Date	Description	Amount
638451	06/07/2017	Sweeper blended filamints, gb set 1310 - Gas Tax	\$1,058.43
87067 07/07/2017 Open HOME DEPOT CREDIT SERVICES \$1,046.70			
Invoice	Date	Description	Amount
4044023	06/28/2017	Impact wrench	\$324.42
3044096	06/29/2017	Tools - Chris	\$71.96
3044097	06/29/2017	Tools - Thomas	\$32.46
3044142	06/29/2017	Stepladder, sawzall torchblade	\$178.99
2010513	06/30/2017	Cleaning supplies	\$48.99
1031860	07/01/2017	Rope for volleyball courts	\$38.99
9010806	07/03/2017	DeWalt tool set	\$350.98
87068 07/07/2017 Open HOPE REHABILITATION SERVICES \$2,250.00			
Invoice	Date	Description	Amount
S163259	06/30/2017	Litter Abatement, Beach Clean Up & Sidewalk Maintenece	\$2,250.00

Attachment: 07-07-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 7, 2017

Invoice #	Date	Description	Amount
87069	07/07/2017	Open INTERSTATE ALL BATTERY CENTER	\$65.1
Invoice 519894	Date 06/27/2017	Description Batteries (20)	Amount \$65.18
87070	07/07/2017	Open iWorQ Systems Inc.	\$3,875.0
Invoice 8962	Date 06/01/2017	Description iWorQ systems internet management software 1317 - Technology Fee Fund	Amount \$3,875.00
87071	07/07/2017	Open JACQUELINE ALUFFI	\$456.1
Invoice 063017	Date 06/30/2017	Description City Clerk training	Amount \$456.18
87072	07/07/2017	Open KIMLEY-HORN AND ASSOCIATES INC.	\$1,406.8
Invoice 097763118-0517	Date 06/29/2017	Description Traffic signal adaptive control professional services 1200 - Capital Improvement Fund	Amount \$1,406.87
87073	07/07/2017	Open KRAIG EVANS	\$100.0
Invoice 070617	Date 07/06/2017	Description Physical examination reimbursement	Amount \$100.00
87074	07/07/2017	Open LABORMAX STAFFING	\$2,725.9
Invoice 26-79310	Date 06/30/2017	Description Seasonal labor	Amount \$2,725.95
87075	07/07/2017	Open LAFCO/LOCAL AGENCY FORMATION COMMISSION	\$7,354.3
Invoice LAFCO17-18	Date 06/22/2017	Description LAFCO FY17/18 fees	Amount \$7,354.31
87076	07/07/2017	Open LUKE R BEAUTZ	\$800.0
Invoice Beautz063017	Date 06/30/2017	Description Surveying for Ciari & Earnshaw/Foster properties	Amount \$800.00
87077	07/07/2017	Open MADELINE C HORN	\$1,305.0
Invoice 006	Date 06/28/2017	Description Cataloging and organizing museum artifacts	Amount \$1,305.00
87078	07/07/2017	Open MID COUNTY AUTO SUPPLY	\$481.7
Invoice 41651	Date 06/28/2017	Description Wheel chock	Amount \$10.35
37646	Date 05/25/2017	Description Tire shine spray	Amount \$103.99
40013	Date 06/15/2017	Description Paint	Amount \$34.83
39781	Date 06/13/2017	Description Impact sockets	Amount \$32.74
41377	Date 06/26/2017	Description Car battery	Amount \$125.30
41051	Date 06/23/2017	Description Auto supplies	Amount \$27.78
40995	Date 06/22/2017	Description Air filter	Amount \$22.56
40243	Date 06/16/2017	Description Binding compound	Amount \$6.53
40681	Date 06/20/2017	Description Auto supplies	Amount \$46.52
38867	Date 06/06/2017	Description Ball mount, hitch lock, hitch ball	Amount \$47.55
40744	Date 06/21/2017	Description Wire, supplies	Amount \$23.63

Attachment: 07-07-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 7, 2017

Invoice	Date	Description	Amount
87079 07/07/2017 Open MISSION LINEN SUPPLY \$750.8			
505049842	06/05/2017	Recreation mats & mops	\$67.73
505065580	06/07/2017	Linen service	\$101.59
505143862	06/19/2017	Mats & mops for Community Center	\$67.73
505096889	06/12/2017	Mats for PD	\$48.18
505117522	06/14/2017	Linen service	\$89.07
505162584	06/21/2017	Linen service	\$107.11
505192353	06/26/2017	6/26/17 mats for PD	\$48.18
505207986	06/28/2017	Linen service	\$86.64
505024930	05/31/2017	Linen service & shop towels	\$33.65
505065579	06/07/2017	Linen service & shop towels	\$33.65
505162583	06/21/2017	Linen service & shop towels	\$33.65
505117521	06/14/2017	Linen service & shop towels	\$33.65
87080 07/07/2017 Open ORCHARD SUPPLY HARDWARE \$2,396.2			
153191	06/07/2017	Recreation supplies	\$22.74
049665	06/06/2017	Saw	\$15.52
029880	06/08/2017	Plants	\$81.26
050636	06/09/2017	Lifeguard tower hardware	\$125.78
032536	06/15/2017	Recreation supplies	\$61.54
051975	06/20/2017	Recreation supplies	\$25.88
049400	06/05/2017	Paint and glue	\$42.73
049900	06/07/2017	Rope, snap swivels, and pullies for bandstand	\$86.13
050480	06/07/2017	Paint and pully - Bandstand	\$16.03
153937	06/13/2017	Adhesive, putty knife, broom	\$22.75
153944	06/13/2017	Painting supplies	\$17.99
021345	06/13/2017	Barrel bolt	\$4.74
021658	06/14/2017	Staples, screws, and tape	\$39.93
021851	06/15/2017	Paint, ties	\$17.32
032885	06/16/2017	Bathroom supplies	\$83.10
188384	06/19/2017	Trash cans (6)	\$155.26
155134	06/19/2017	Tools - Thomas	\$181.51
034091	06/20/2017	Screw eyes	\$20.85
155253	06/20/2017	Blades, spring snaps, rope	\$43.41
041518	06/20/2017	Paint	\$6.21
155363	06/21/2017	Duct tape and epoxy	\$39.29
034253	06/21/2017	Painting supplies	\$16.54
034570	06/22/2017	Plants	\$25.69
034598	06/22/2017	Paint	\$22.73
052262	06/22/2017	Bench screws	\$15.48
024463	06/23/2017	Scoop shovel, brooms	\$51.23
052674	06/24/2017	Batteries	\$57.94
035735	06/26/2017	Rodent destroyer	\$49.65
156296	06/27/2017	Gloves	\$28.97
156298	06/27/2017	Dust pan,super glue, gloves	\$60.50
025682	06/27/2017	Glue, tape, plants	\$53.24
066335	06/08/2017	Trash can, dust pan, water can	\$48.01
034210	06/21/2017	Rope cleats, screw eyes	\$19.22
023970	06/21/2017	Screw eyes, rubber straps	\$16.34
042235	06/25/2017	Graffiti supplies	\$21.64
035838	06/26/2017	Plumbing supplies	\$4.21

Attachment: 07-07-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 7, 2017

Invoice #	Date	Description	Amount
87080 (continued)		ORCHARD SUPPLY HARDWARE (continued)	
053002	06/27/2017	General supplies	\$57.42
025961	06/28/2017	Plumbing supplies	\$121.06
036328	06/28/2017	Plumbing supplies	\$13.65
036406	06/28/2017	Plumbing supplies	\$9.31
036618	06/29/2017	Plumbing supplies	\$10.34
026489	06/30/2017	Tools - Cooper	\$122.41
042954	07/01/2017	Graffiti supplies	\$9.32
027658	07/03/2017	Hose and gloves	\$50.72
027684	07/03/2017	Vehicle cleaning supplies	\$71.35
027786	07/03/2017	Drill bit set	\$60.04
034622	06/22/2017	Hose menders	\$26.03
034340	06/21/2017	Line connect, plug disconnect, clamps	\$16.40
022247	06/16/2017	brass connectors	\$37.41
030817	06/08/2017	clevis, hammer, pin receiver	\$37.86
029484	06/07/2017	Scrub, wood handle	\$10.54
025310	06/26/2017	Bits, chuck key	\$124.23
049396	06/05/2017	hitch rings, hooks, washers	\$25.10
029278	06/06/2017	eye bolts, nuts, hooks	\$12.62
995496	06/05/2017	return hooks	(\$6.70)
995499	06/05/2017	hitch rings return	(\$14.26)
		1000 - General Fund	\$2,228.21
		1311 - Wharf	\$168.00
87081-8707/2017	Void	Check stock void due to printer error	
87092	07/07/2017	Open	PALACE OFFICE SUPPLIES \$279.6
Invoice	Date	Description	Amount
430528-0	06/27/2017	Office supplies	\$279.66
87093	07/07/2017	Open	POLAR AUTOMOTIVE & RADIATOR \$2,289.5
Invoice	Date	Description	Amount
21428	05/31/2017	Sweeper radiator replacement	\$2,289.50
		1310 - Gas Tax	
87094	07/07/2017	Open	RAVI KEN LAMB \$102.7
Invoice	Date	Description	Amount
Lamb063017	06/30/2017	Summer 1 Instructor Payments LAST	\$102.70
87095	07/07/2017	Open	SAN LORENZO LUMBER \$844.8
Invoice	Date	Description	Amount
55-0273423	06/09/2017	Sockets and wood	\$176.43
55-0274936	06/14/2017	Wood - ADA ramp	\$274.08
55-0274958	06/14/2017	Painting supplies - ADA ramp	\$85.58
55-0275158	06/15/2017	Wood - baseball field	\$101.00
55-0273082	06/08/2017	Lifeguard tower hardware	\$46.47
56-0064593	06/21/2017	Plants	\$107.31
55-0278681	06/27/2017	Wood for lifeguard towers	\$36.50
55-0278659	06/27/2017	Safety glasses for Rob	\$17.49
87096	07/07/2017	Open	SANTA CRUZ REGIONAL 911 \$150,925.2
Invoice	Date	Description	Amount
SCR071517	07/01/2017	Regional 911 FY 17/18 services	\$150,925.25

Attachment: 07-07-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 7, 2017

Attachment: 07-07-17 City Check Register (Approval of City Check Registers)

Invoice #	Date	Description	Amount
87097	07/07/2017	Open	
		SHERRI BETZ	\$254.
Invoice	Date	Description	Amount
Betz063017	06/30/2017	Summer 1 Instructor Payments LAST	\$254.80
87098	07/07/2017	Open	
		TURNER RISK CONSULTING INC.	\$3,000.
Invoice	Date	Description	Amount
8396	07/02/2017	Aerial bucket lift training	\$3,000.00
87099	07/07/2017	Open	
		Judith Feinman	\$629.
Invoice	Date	Description	Amount
17-099	06/30/2017	Tree deposit & permit refund	\$629.15
		1000 - General Fund	\$623.00
		1317 - Technology Fee Fund	\$6.15
87100	07/07/2017	Open	
		Michael O'Brien	\$234.0
Invoice	Date	Description	Amount
2003029.002	06/29/2017	Junior Guards refund	\$234.00
87101	07/07/2017	Open	
		National Crime Investigation and Training	\$526.0
Invoice	Date	Description	Amount
2017-00001056	06/29/2017	Crime scene training for Evans - POST reimbursable	\$526.00
87102	07/07/2017	Open	
		Tabaiitha Segura	\$10.0
Invoice	Date	Description	Amount
199125586	06/29/2017	Citation refund	\$10.00
Type Check Totals:			\$213,686.1
<u>EFT</u>			
464	07/06/2017	Open	
		CalPERS Health Insurance	\$60,310.0
Invoice	Date	Description	Amount
1000884235	07/06/2017	July health insurance	\$60,310.03
		1000 - General Fund	\$2,396.58
		1001 - Payroll Payables	\$57,913.45
Type EFT Totals:			\$60,310.0
CITY - Main City Totals		Counts:	Totals
Checks		43	\$213,686.1
EFTs		1	\$60,310.0
All		44	\$273,996.1
WELLS - Pavroll Totals			
Checks		18	\$11,909.1
EFTs		117	\$168,794.8
All		135	\$180,703.9
Grand Totals:			
Checks		61	\$225,595.2
EFTs		118	\$229,104.8
All		179	\$454,700.1

City account payable checks dated 7/14/2017, numbered 87103 to 87167 plus 4 EFTs, totaling \$931,936.02, plus 1 Library account check, totaling \$1,415.00, for a grand total of \$933,351.02, have been reviewed and authorized for distribution by the City Manager.

As of 7/14/2017 the unaudited cash balance is \$4,513,138.16.

CASH POSITION - CITY OF CAPITOLA 7/14/17

	<u>Net Balance</u>
General Fund	\$657,153.43
Payroll Payables	\$90,721.97
Contingency Reserve Fund	\$1,903,345.66
Facilities Reserve Fund	\$339,870.00
Capital Improvement Fund	\$718,218.79
Stores Fund	\$23,317.91
Information Technology Fund	\$92,504.81
Equipment Replacement	\$177,679.93
Self-Insurance Liability Fund	\$295,926.18
Workers' Comp. Ins. Fund	\$224,338.79
Compensated Absences Fund	(\$9,939.31)
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$4,513,138.16</u></u>

The Emergency Reserve Fund balance is \$1,277,205.54 (not included above).

The PERS Contingency Fund balance is \$300,000.00 (not included above).

The Library Fund balance is \$530,339.18 (not included above).



 Jamie Goldstein, City Manager

7/14/17

 Date



 Peter Wilk, City Treasurer

7/25/17

 Date

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87103	07/10/2017 Licensee Type Business	Open		Refund Transaction Type Pre-Payment	SPIRIT HALLOWEEN SUPERSTORES LLC Licensee Number 2378	\$35.00
87104	07/10/2017 Invoice JOINTCHIEFS71217	Open	07/12/2017	July 12th band performance	DON CARUTH	\$1,000.00
87105	07/14/2017 Invoice 1026	Open	06/09/2017	FY17/18 Annual stormwater software user fee	2ND NATURE SOFTWARE INC.	\$6,600.00
87106	07/14/2017 Invoice 1190996-5	Open	07/05/2017	Towable light towers	A TOOL SHED	\$435.00
87107	07/14/2017 Invoice AI16-17	Open	06/30/2017	Ombudsman elder abuse investigations	ADVOCACY INC.	\$2,561.00
87108	07/14/2017 Invoice 42199	Open	07/11/2017	Replacement PC 50% down payment 2211 - ISF - Information Technology	ALVAREZ TECHNOLOGY GROUP INC	\$1,937.70
87109	07/14/2017 Invoice 446387 446388	Open	07/06/2017 07/06/2017	Wood chips Gopher destroyer	APTOS LANDSCAPE SUPPLY INC.	\$87.43
87110	07/14/2017 Invoice 378238	Open	07/07/2017	Pruning saw and hand loppers	B & B SMALL ENGINE REPAIR	\$151.84
87111	07/14/2017 Invoice 4990	Open	06/30/2017	PED crossing light repairs Wharf Rd. & Woolsey Ln. 1310 - Gas Tax	BEAR ELECTRICAL SOLUTIONS INC.	\$888.00
87112	07/14/2017 Invoice 55421	Open	06/29/2017	City Hall water heater inspection	BELLOWS PLUMBING HEATING & SEWER	\$99.00
87113	07/14/2017 Invoice 242992	Open	06/30/2017	Seasonal staff fingerprinting	CA DEPARTMENT OF JUSTICE	\$1,344.00
87114	07/14/2017 Invoice 145559	Open	06/30/2017	June active meters	CALE AMERICA INC.	\$1,829.00

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87115	07/14/2017	Open			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,618.00
	Invoice		Date	Description		Amount
	POA070717		07/07/2017	POA dues PPE 7-01-17 1001 - Payroll Payables		\$1,618.00
87116	07/14/2017	Open			D & G SANITATION	\$1,452.72
	Invoice		Date	Description		Amount
	241418		06/30/2017	Esplanade park fencing		\$54.50
	241419		06/30/2017	McGregor park portable toilets		\$252.65
	241420		06/30/2017	Wharf portable toilets		\$923.55
	241421		06/30/2017	Pac Cove parking lot portable toilets		\$222.02
				1000 - General Fund	\$529.17	
				1311 - Wharf	\$923.55	
87117	07/14/2017	Open			DEPARTMENT OF PESTICIDE REGULATION	\$50.00
	Invoice		Date	Description		Amount
	DPR070617		07/06/2017	Re-examination QAL right of way		\$50.00
87118	07/14/2017	Open			Division of the State Architect	\$27.00
	Invoice		Date	Description		Amount
	2017QTR2		06/30/2017	Quarterly disability access & education fee		\$27.00
87119	07/14/2017	Open			DONALD W ALLEY	\$1,682.00
	Invoice		Date	Description		Amount
	717-02		07/11/2017	Nobel Gulch Nutrient Monitoring		\$1,682.00
87120	07/14/2017	Open			ED MORRISON	\$2,940.00
	Invoice		Date	Description		Amount
	FY1617-12		07/07/2017	June PW contract services		\$2,940.00
87121	07/14/2017	Open			eFolder Inc.	\$125.00
	Invoice		Date	Description		Amount
	INV00107798		06/30/2017	Monthly record storage fee 2211 - ISF - Information Technology		\$125.00
87122	07/14/2017	Open			EMERGENCY VEHICLE SPECIALISTS INC.	\$3,096.34
	Invoice		Date	Description		Amount
	7124		05/31/2017	2017 Toyota Tacoma VIN #037630 siren speaker & equipment install		\$2,825.00
	7125		05/31/2017	2017 Toyota Tacoma VIN #037630 cable work		\$271.34
				1300 - SLESF - Supl Law Enfc		
87123	07/14/2017	Open			EXTRA LARGE	\$1,000.00
	Invoice		Date	Description		Amount
	1735		04/24/2017	Twilight concert performance 07/19/17		\$1,000.00
87124	07/14/2017	Open			FASTENAL COMPANY	\$19.95
	Invoice		Date	Description		Amount
	CASAT43244		06/30/2017	Bench hardware		\$19.95

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87125	07/14/2017	Open			FERGUSON ENTERPRISES INC.	\$459.50
	Invoice		Date	Description		Amount
	5439649		06/26/2017	Urinal parts, batteries, wrench set		\$214.58
	5444422		06/26/2017	Pliers, pipe wrench, flashlight, sill key		\$89.51
	5450781		06/29/2017	Water tester		\$14.68
	5452402		06/29/2017	Plumbing supplies		\$140.76
87126	07/14/2017	Open			FIRST ALARM SECURITY & PATROL INC.	\$310.00
	Invoice		Date	Description		Amount
	534728		06/22/2017	July McGregor park foot patrol		\$310.00
87127	07/14/2017	Open			FRANK PERRY	\$336.28
	Invoice		Date	Description		Amount
	FP070517		07/05/2017	Fundraising envelopes, label paper, museum art		\$336.28
87128	07/14/2017	Open			GARDAWORLD	\$183.82
	Invoice		Date	Description		Amount
	10317388		07/01/2017	July armored car service		\$183.82
87129	07/14/2017	Open			HOME DEPOT CREDIT SERVICES	\$34.11
	Invoice		Date	Description		Amount
	7051385		07/05/2017	Caution tape, PVC pipe		\$15.30
	6023857		07/06/2017	Mop		\$18.85
87130	07/14/2017	Open			HUMBOLDT PETROLEUM LLC	\$71.50
	Invoice		Date	Description		Amount
	086637		06/30/2017	June vehicle car washes		\$71.50
87131	07/14/2017	Open			ICMA RETIREMENT TRUST 457	\$5,489.22
	Invoice		Date	Description		Amount
	41425653		07/07/2017	457 contributions PPE 7-01-17 1001 - Payroll Payables		\$5,489.22
87132	07/14/2017	Open			IDS PROPERTY CASUALTY COMPANY	\$5,508.37
	Invoice		Date	Description		Amount
	CLAIM2311559K206		07/11/2017	Insurance claim settlement #2311559K206 2213 - ISF - Self-Insurance Liability		\$5,508.37
87133	07/14/2017	Open			JOHN A BIAS	\$1,000.00
	Invoice		Date	Description		Amount
	080217		07/14/2017	Twilight concert performance 8/2/17		\$1,000.00
87134	07/14/2017	Open			KATHY D'ANGELO	\$206.79
	Invoice		Date	Description		Amount
	000V-06282017		06/28/2017	Tom King dvd services , 2 TB hard drive		\$206.79

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87135	07/14/2017	Open			KBA Docusys Inc.	\$642.80
	Invoice		Date	Description		Amount
	INV562509		07/05/2017	Recreation copier usage charges		\$39.80
	INV561655		07/03/2017	Copier usage charges		\$115.87
	INV561656		07/03/2017	City Hall copier usage charges		\$487.15
				1000 - General Fund	\$39.80	
				2211 - ISF - Information Tech	\$603.02	
87136	07/14/2017	Open			KINGS PAINT AND PAPER INC.	\$323.10
	Invoice		Date	Description		Amount
	A0254291		07/06/2017	Painting supplies - floating docks		\$224.75
	A0254303		07/06/2017	Painting supplies - floating docks		\$98.41
				1311 - Wharf		
87137	07/14/2017	Open			LABORMAX STAFFING	\$3,495.33
	Invoice		Date	Description		Amount
	26-79617		07/07/2017	Seasonal labor		\$3,495.33
87138	07/14/2017	Open			LARRY ISREAL	\$400.00
	Invoice		Date	Description		Amount
	082017		07/14/2017	Sunday art & music performance 8/20		\$400.00
87139	07/14/2017	Open			LESLIE FELLOWS	\$500.00
	Invoice		Date	Description		Amount
	070317		07/03/2017	Coordinator admin. fee for 6/25 and 7/2 performances		\$500.00
87140	07/14/2017	Open			MACKAY METERS INC	\$385.55
	Invoice		Date	Description		Amount
	1047751		06/30/2017	June meter and credit card transaction fees		\$385.55
87141	07/14/2017	Open			MARK RUSSO	\$1,400.00
	Invoice		Date	Description		Amount
	RUSSO72617		07/14/2017	Twilight concert performance 07/26/17		\$1,400.00
87142	07/14/2017	Open			MICROFLEX CORP	\$1,110.50
	Invoice		Date	Description		Amount
	IN1778164		06/28/2017	Boxes of latex gloves		\$1,110.50
87143	07/14/2017	Open			MISSION LINEN SUPPLY	\$223.00
	Invoice		Date	Description		Amount
	505236497		07/03/2017	Community Center mats & mops		\$67.73
	505281537		07/10/2017	Mats for PD		\$48.18
	505256300		07/05/2017	Linen service		\$107.11

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87144	07/14/2017	Open			ORCHARD SUPPLY HARDWARE	\$713.15
	Invoice		Date	Description		Amount
	028613		07/06/2017	Caution tape		\$31.04
	020152		06/09/2017	Plants		\$60.04
	153200		06/07/2017	Padlock		\$22.77
	155162		06/19/2017	Safety vests for Hope Services		\$120.06
	021007		06/12/2017	Paint		\$6.21
	029536		06/07/2017	Respirator and gloves		\$17.58
	052940		06/27/2017	Drill bit		\$36.23
	040728		06/12/2017	Snap swivels		\$26.90
	155377		06/21/2017	Doorstop - CPD		\$7.24
	026576		06/30/2017	Gloves		\$4.13
	028274		07/05/2017	Brush		\$16.56
	157627		07/05/2017	Sunglasses, floor squeegee, pry bar		\$134.58
	043716		07/05/2017	Painting supplies		\$33.62
	028316		07/05/2017	Door stop - evidence trailer		\$5.17
	043860		07/06/2017	Tongs and cleaner		\$22.75
	043873		07/06/2017	Washers, bolts, rollers		\$57.04
	038477		07/06/2017	Sand		\$4.65
	029518		07/09/2017	Step ladders and gloves		\$74.52
	181102		07/10/2017	Landscape supplies		\$32.04
				1000 - General Fund	\$521.51	
				1311 - Wharf	\$191.62	
87145	07/14/2017	Open			PALACE OFFICE SUPPLIES	\$113.96
	Invoice		Date	Description		Amount
	9399833-0		07/06/2017	Pens		\$21.78
	431077-0		07/05/2017	Office supplies		\$92.18
87146	07/14/2017	Open			PREFERRED BENEFIT INSURANCE ADMIN.	\$5,292.70
	Invoice		Date	Description		Amount
	EIA21407		07/01/2017	July dental & vision insurance		\$5,292.70
				1000 - General Fund	\$73.10	
				1001 - Payroll Payables	\$5,219.60	
87147	07/14/2017	Open			SAN LORENZO LUMBER	\$152.50
	Invoice		Date	Description		Amount
	55-0281104		07/06/2017	Nuts, washers & bolts for wharf		\$152.50
				1311 - Wharf		
87148	07/14/2017	Open			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$14,406.00
	Invoice		Date	Description		Amount
	SCC063017		06/30/2017	June citation processing		\$14,406.00
87149	07/14/2017	Open			SANTA CRUZ COUNTY INFORMATION SERVICES	\$521.99
	Invoice		Date	Description		Amount
	SCC062717		06/27/2017	July open query SCAN charges		\$521.99
87150	07/14/2017	Open			SANTA CRUZ LIVE SCAN INC	\$570.00
	Invoice		Date	Description		Amount
	21108		06/30/2017	Seasonal employee live scans		\$570.00

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87151	07/14/2017	Open			SPECTRUM BUSINESS	\$3,655.52
	Invoice		Date	Description		Amount
	0000178061917		06/19/2017	Monthly internet service		\$3,655.52
				1000 - General Fund	\$1,492.89	
				2211 - ISF - Information Tech	\$2,162.63	
87152	07/14/2017	Open			SPORT ABOUT GRAPHICS	\$2,206.35
	Invoice		Date	Description		Amount
	7562		06/29/2017	Jr. Guard Participant shirts Session 2		\$2,206.35
87153	07/14/2017	Open			STEPHANIE HARLAN	\$415.66
	Invoice		Date	Description		Amount
	Harlan062917		06/29/2017	League of CA Cities Mayors and Council Member Executive forum		\$415.66
87154	07/14/2017	Open			SUMMIT UNIFORMS	\$1,627.84
	Invoice		Date	Description		Amount
	41690		06/06/2017	Uniform for M. Gonzalez		\$404.23
	41689		06/06/2017	Uniform for Sloma		\$179.17
	41721		06/07/2017	Uniform shoes for Valdez		\$326.66
	42180		06/27/2017	Uniform shoes for Pearson		\$140.93
	42207		06/28/2017	Name tag for Explorer Jensen		\$13.11
	41630		06/01/2017	Uniform for Yeung		\$109.25
	42065		06/21/2017	Pants for Irao		\$216.32
	42064		06/21/2017	Uniform for Valdez		\$238.17
87155	07/14/2017	Open			SUPPLYWORKS	\$2,729.07
	Invoice		Date	Description		Amount
	405260274		06/30/2017	Cleaning supplies		\$2,609.77
	405260282		06/30/2017	Cleaning supplies		\$56.53
	405377003		06/30/2017	Cleaning supplies		\$62.77
87156	07/14/2017	Open			T MOBILE	\$2,912.05
	Invoice		Date	Description		Amount
	TM063017		06/30/2017	Monthly cell phone usage		\$2,912.05
87157	07/14/2017	Open			THE CLEANING MACHINE INC.	\$2,680.00
	Invoice		Date	Description		Amount
	6149		06/29/2017	Village sidewalk cleaning		\$2,680.00
87158	07/14/2017	Open			U.S. BANK	\$76,068.30
	Invoice		Date	Description		Amount
	62450		07/01/2017	Pac Cove parking lot facility lease #CIEDB-BC15-103		\$76,068.30
				1421 - Pac Cove Park		
87159	07/14/2017	Open			US BANK PARS	\$3,226.55
	Invoice		Date	Description		Amount
	PARS070117		07/07/2017	PARS contributions PPE 7-01-17		\$3,226.55
				1001 - Payroll Payables		

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City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87160	07/14/2017 Invoice VSCC063017	Open	06/30/2017	April - June TMD remittance	VISIT SANTA CRUZ COUNTY	\$51,494.60
87161	07/14/2017 Invoice WFPOB070117	Open	07/01/2017	Final POB principal & interest 1410 - Pension Obligation Bond	WELLS FARGO BANK	\$664,381.79
87162	07/14/2017 Invoice WF070417a	Open	07/04/2017	June credit card purchases Purchases over \$500 threshold:	WELLS FARGO BANK	\$5,971.99
				Insurance Twilight Concerts		\$2,413.92
				Insurance Art and Music		\$566.23
				Vehicle Seals/Lettering		\$785.54
				1000 - General Fund		\$2,800.22
				1313 - General Plan Update		\$26.00
				1320 - PEG - Public Education		\$110.19
				2210 - ISF - Stores Fund		\$24.95
				2211 - ISF - Information Tech		\$30.48
				2213 - ISF - Self-Insurance		\$2,980.15
87163	07/14/2017 Invoice WF070417b	Open	07/04/2017	July credit card charges Purchases over \$500 threshold:	WELLS FARGO BANK	\$1,573.91
				Synology rack 4-bay widescreen monitors		\$970.58
						\$590.76
				1000 - General Fund		\$12.57
				2211 - ISF - Information Tech		\$1,561.34
87164	07/14/2017 Invoice 50530	Open	06/29/2017	City Hall interior design service consultation	WORKSPACE	\$145.00
87165	07/14/2017 Invoice 0170930	Open	07/06/2017	Pedestrian signs and arrows 1310 - Gas Tax	ZUMAR INDUSTRIES INC.	\$1,156.06
87166	07/14/2017 Invoice 2003034.002	Open	07/03/2017	Junior guards refund	Brad Piper	\$142.00
87167	07/14/2017 Invoice 34476	Open	07/07/2017	2016 annual police report	Pajaro Valley Printing	\$431.54
Type Check Totals:						\$893,647.53

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 14, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transactio Amou
EFT						
465	07/12/2017	Open			EMPLOYMENT DEVELOPMENT DEPT	\$6,842.
	Invoice		Date	Description		Amount
	2-136-501-120		07/12/2017	State taxes PPE 7-01-17 1001 - Payroll Payables		\$6,842.76
466	07/12/2017	Open			INTERNAL REVENUE SERVICE	\$29,859.
	Invoice		Date	Description		Amount
	61952000		07/12/2017	Federal taxes & Medicare PPE 7-01-17 1001 - Payroll Payables		\$29,859.88
467	07/10/2017	Open			STATE DISBURSEMENT UNIT	\$1,117.
	Invoice		Date	Description		Amount
	BGN7UCR6657		07/10/2017	Garnishments PPE 7-01-17 1001 - Payroll Payables		\$1,117.84
468	07/11/2017	Open			WELLS FARGO BANK	\$468.0
	Invoice		Date	Description		Amount
	WF071117		07/11/2017	July client analysis charges		\$468.01

Type EFT Totals: \$38,288.

Library - Library

Check	Invoice	Status	Date	Description	Payee Name	Amount
27	07/14/2017	Open			BOGARD CONSTRUCTION INC	\$1,415.0
	Invoice		Date	Description		Amount
	160707-10		06/30/2017	Library project management services 1360 - Library Fund		\$1,415.00

Type Check Totals: \$1,415.

CITY - Main City Totals	Counts:	Total
Checks	65	\$893,647.
EFTs	4	\$38,288.
All	69	\$931,936.

Library - Library Totals	Counts:	Total
Checks	1	\$1,415.
EFTs	0	\$0.
All	1	\$1,415.

Grand Totals:	Counts:	Total
Checks	66	\$895,062.
EFTs	4	\$38,288.
All	70	\$933,351.

Attachment: 07-14-17 City Check Register (Approval of City Check Registers)

City account payable checks dated 7/21/2017, numbered 87168 to 87235 plus 1 EFT, totaling \$187,430.46, plus 1 Library account check, totaling \$700.00, plus 18 Payroll checks and 117 Payroll EFTs, totaling \$192,998.57, for a grand total of \$381,129.03, have been reviewed and authorized for distribution by the City Manager.

As of 7/21/2017 the unaudited cash balance is \$4,736,805.60.


CASH POSITION - CITY OF CAPITOLA 7/21/17


	<u>Net Balance</u>
General Fund	\$809,141.07
Payroll Payables	\$180,259.26
Contingency Reserve Fund	\$1,903,345.66
Facilities Reserve Fund	\$339,870.00
Capital Improvement Fund	\$712,002.04
Stores Fund	\$22,836.11
Information Technology Fund	\$91,623.34
Equipment Replacement	\$177,679.93
Self-Insurance Liability Fund	\$285,648.71
Workers' Comp. Ins. Fund	\$224,338.79
Compensated Absences Fund	(\$9,939.31)
TOTAL UNASSIGNED GENERAL FUNDS	\$4,736,805.60

The Emergency Reserve Fund balance is \$1,277,205.54 (not included above).

The PERS Contingency Fund balance is \$300,000.00 (not included above).

The Library Fund balance is \$529,639.18 (not included above).



 Jamie Goldstein, City Manager


 Peter Wilk, City Treasurer

7/24/17

 Date
 7/25/17

 Date

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 21, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Amount	Transaction Amount
87168	07/17/2017	Open			DON CARUTH		\$1,000.00
	Invoice		Date	Description		Amount	
	JOINTCHIEFS71217		07/12/2017	July 12th band performance		\$1,000.00	
87169	07/18/2017	Open			DON CARUTH		\$15.00
	Invoice		Date	Description		Amount	
	071717		07/17/2017	refund fee		\$15.00	
87170	07/18/2017	Open			CALIFORNIA SURF LIFE SAVING ASSOCIATION		\$960.00
	Invoice		Date	Description		Amount	
	071317		07/13/2017	Regionals Competition Team Fee		\$960.00	
87171	07/21/2017	Open			ACCELA INC		\$1,134.00
	Invoice		Date	Description		Amount	
	INV-ACC32045		07/03/2017	Legislative management software		\$1,134.00	
				1320 - PEG - Public Education	\$567.00		
				2211 - ISF - Information Tech	\$567.00		
87172	07/21/2017	Open			ALLIANT INSURANCE SERVICES INC.		\$2,350.00
	Invoice		Date	Description		Amount	
	613814		05/03/2017	Crime insurance		\$2,350.00	
				2213 - ISF - Self-Insurance Liability			
87173	07/21/2017	Open			ALLIANT INSURANCE SERVICES INC.		\$5,545.00
	Invoice		Date	Description		Amount	
	644791		06/20/2017	Mobile vehicle insurance renewal		\$5,545.00	
				2213 - ISF - Self-Insurance Liability			
87174	07/21/2017	Open			AT&T		\$9.12
	Invoice		Date	Description		Amount	
	ATT070117		07/01/2017	Monthly long distance charges		\$9.12	
				1000 - General Fund	\$4.48		
				2211 - ISF - Information Tech	\$4.64		
87175	07/21/2017	Open			AT&T/CALNET 3		\$1,531.99
	Invoice		Date	Description		Amount	
	ATT061217		06/12/2017	Monthly telephone service & T-1 access		\$1,531.99	
				1000 - General Fund	\$1,222.16		
				2211 - ISF - Information Tech	\$309.83		
87176	07/21/2017	Open			ATCHISON BARISONE CONDOTTI & KOVACEVICH		\$48,115.28
	Invoice		Date	Description		Amount	
	ABCK063017		06/30/2017	June legal services		\$48,115.28	
87177	07/21/2017	Open			BEAR ELECTRICAL SOLUTIONS INC.		\$1,365.00
	Invoice		Date	Description		Amount	
	5059		06/28/2017	Traffic signal maintenance - Response		\$749.00	
	5060		06/28/2017	Traffic signal maintenance - Routine		\$616.00	
				1310 - Gas Tax			

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 21, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Amount	Transaction Amount
87178	07/21/2017	Open			BILL TASHNICK		\$33.00
	Invoice		Date	Description		Amount	
	07142017		07/14/2017	Softball Officials 7/3-7/14/17		\$33.00	
87179	07/21/2017	Open			BRINKS AWARDS & SIGNS		\$842.57
	Invoice		Date	Description		Amount	
	79099		07/13/2017	JG Awards		\$842.57	
87180	07/21/2017	Open			CA DEPARTMENT OF TRANSPORTATION		\$1,920.11
	Invoice		Date	Description		Amount	
	SL171073		07/11/2017	Signals & Lighting April - June 1310 - Gas Tax		\$1,920.11	
87181	07/21/2017	Open			CAPITOLA-SOQUEL CHAMBER OF COMMERCE		\$7,500.00
	Invoice		Date	Description		Amount	
	2138		07/11/2017	Quarterly payment		\$7,500.00	
87182	07/21/2017	Open			CARIN HANNA		\$838.68
	Invoice		Date	Description		Amount	
	HANNA071217		07/12/2017	BIA postage, PO box rent, printing, constant contact 1321 - BIA - Capitola Village-Wharf BIA		\$838.68	
87183	07/21/2017	Open			CHRISTINE CANDELARIA		\$644.33
	Invoice		Date	Description		Amount	
	10		07/14/2017	BIA consulting & website support 1321 - BIA - Capitola Village-Wharf BIA		\$644.33	
87184	07/21/2017	Open			COMMUNITY TREE SERVICE INC		\$9,800.00
	Invoice		Date	Description		Amount	
	8202		07/14/2017	Park Ave. tree maintenance		\$9,800.00	
87185	07/21/2017	Open			CRYSTAL SPRINGS WATER CO.		\$204.25
	Invoice		Date	Description		Amount	
	CSW063017		06/30/2017	June drinking water		\$204.25	
87186	07/21/2017	Open			CVS PHARMACY INC.		\$35.16
	Invoice		Date	Description		Amount	
	CVS071317		07/13/2017	JG Supplies		\$35.16	
87187	07/21/2017	Open			DAVID SCOTT COBABE		\$132.00
	Invoice		Date	Description		Amount	
	2018-00000027		07/13/2017	Summer 1 Instructor Payments later		\$42.00	
	2018-00000041		07/17/2017	Summer 2 Instructor Payment 2017		\$90.00	
87188	07/21/2017	Open			DONALD W ALLEY		\$1,865.25
	Invoice		Date	Description		Amount	
	717-04		07/12/2017	Completed sandbar construction monitoring report		\$1,865.25	

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 21, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87189	07/21/2017	Open			EMERGENCY VEHICLE SPECIALISTS INC.	\$1,800.00
	Invoice		Date	Description		Amount
	7352		07/13/2017	2017 Toyota Highlander VIN#89250 siren speaker, lights, wiring 1300 - SLESF - Supl Law Enfc		\$1,800.00
87190	07/21/2017	Open			FOLD A GOAL	\$576.74
	Invoice		Date	Description		Amount
	122109A		07/12/2017	Field marking paint		\$576.74
87191	07/21/2017	Open			FRED C. BEYERS	\$198.00
	Invoice		Date	Description		Amount
	071417		07/14/2017	Softball Officials 7/3-7/14/17		\$198.00
87192	07/21/2017	Open			HANYA FOJACO	\$926.25
	Invoice		Date	Description		Amount
	2018-00000044		07/17/2017	Summer 2 Instructor Payment 2017		\$926.25
87193	07/21/2017	Open			HELENA FOX	\$374.40
	Invoice		Date	Description		Amount
	2018-00000040		07/17/2017	Summer 2 Instructor Payment 2017		\$374.40
87194	07/21/2017	Open			HYDROSCIENCE ENGINEERS INC.	\$6,850.00
	Invoice		Date	Description		Amount
	331010004		07/03/2017	#17-006 4199 Clares St. stormwater review		\$1,225.00
	331011003		07/03/2017	#17-054 Olive Garden stormwater review		\$5,625.00
87195	07/21/2017	Open			JEANI MITCHELL	\$31.85
	Invoice		Date	Description		Amount
	2018-00000028		07/13/2017	Summer 1 Instructor Payments		\$31.85
87196	07/21/2017	Open			JOHANNA WEINSTEIN	\$594.91
	Invoice		Date	Description		Amount
	2018-00000042		07/17/2017	Summer 2 Instructor Payment 2017		\$594.91
87197	07/21/2017	Open			KIMLEY-HORN AND ASSOCIATES INC.	\$6,216.75
	Invoice		Date	Description		Amount
	097763120-0617		06/30/2017	Engineering Consultant Services 1200 - Capital Improvement Fund		\$6,216.75
87198	07/21/2017	Open			LAUREN JUNKER	\$991.90
	Invoice		Date	Description		Amount
	2018-00000039		07/17/2017	Summer 2 Instructor Payment 2017		\$991.90
87199	07/21/2017	Open			LESLIE FELLOWS	\$250.00
	Invoice		Date	Description		Amount
	LF071717		07/17/2017	July 16th performance program coordinator fee		\$250.00
87200	07/21/2017	Open			MAR-KEN K-9 TRAINING CENTER	\$240.00
	Invoice		Date	Description		Amount
	0135-17		07/14/2017	July K-9 training		\$240.00

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 21, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87201	07/21/2017 Open Invoice 2018-00000043		07/17/2017	Summer 2 Instructor Payment 2017	MARC KRAFT	\$343.20
87202	07/21/2017 Open Invoice MCW071517		07/15/2017	June car washes	MASTER CAR WASH	\$113.00
87203	07/21/2017 Open Invoice 308063		06/30/2017	PD copier charges	MBS BUSINESS SYSTEMS	\$706.63
87204	07/21/2017 Open Invoice 55327		06/28/2017	Finance director business cards	MISSION PRINTERS	\$62.56
87205	07/21/2017 Open Invoice 727561		07/13/2017	Wharf condition assessment 1311 - Wharf	MOFFATT AND NICHOL	\$1,175.00
87206	07/21/2017 Open Invoice INV-000381		07/12/2017	Annual contract for Open Gov website	OPENGOV INC.	\$3,333.00
87207	07/21/2017 Open Invoice 48657		07/13/2017	Buses to Regionals Extended Time	PACIFIC MONARCH	\$400.00
87208	07/21/2017 Open Invoice 9400735-0 432155-0		07/14/2017 07/17/2017	Camp Supplies Supplies	PALACE OFFICE SUPPLIES	\$43.48 \$200.78
87209	07/21/2017 Open Invoice COCPT3050		06/29/2017	Document preparation, scanning & indexing 1317 - Technology Fee Fund	PEELLE TECHNOLOGIES INC.	\$3,172.41
87210	07/21/2017 Open Invoice SCMU061317		06/13/2017	Monthly water service for medians	SANTA CRUZ MUNICIPAL UTILITIES	\$73.47
87211	07/21/2017 Open Invoice 0001061206		06/30/2017	BIA assessment noticing for FY 17/18 1321 - BIA - Capitola Village-Wharf BIA	SANTA CRUZ SENTINEL	\$375.99
87212	07/21/2017 Open Invoice 2018-00000026		07/13/2017	Summer 1 Instructor Payments later	SHERRI BETZ	\$36.40

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 21, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
87213	07/21/2017	Open			SOQUEL CREEK WATER DISTRICT	\$14,294.5
	Invoice		Date	Description		Amount
	SCWD061917		06/19/2017	Monthly water usage and irrigation fees		\$2,284.35
	SCW062617		06/26/2017	Monthly water usage and irrigation fees		\$12,010.16
				1000 - General Fund	\$13,607.59	
				1311 - Wharf	\$686.92	
87214	07/21/2017	Open			STAPLES ADVANTAGE	\$122.1
	Invoice		Date	Description		Amount
	8045262568		07/01/2017	Office supplies		\$122.12
87215	07/21/2017	Open			STOP COMPANY	\$221.8
	Invoice		Date	Description		Amount
	4452		07/10/2017	Delineators, barricades, install of chip seal makers - Hill St.		\$221.81
87216	07/21/2017	Open			UNITED STATES POSTAL SERVICE	\$5,300.0
	Invoice		Date	Description		Amount
	67089		07/10/2017	Postage for Fall recreation brochure		\$5,300.00
87217	07/21/2017	Open			US BANCORP EQUIPMENT FINANCE INC.	\$869.8
	Invoice		Date	Description		Amount
	334505443		07/03/2017	Copier leases		\$581.00
	334506094		07/12/2017	PD copier lease		\$288.85
				1000 - General Fund	\$388.05	
				2210 - ISF - Stores Fund	\$481.80	
87218	07/21/2017	Open			WATSONVILLE BLUEPRINT	\$4.3
	Invoice		Date	Description		Amount
	70815		07/19/2017	Kraemer map prints		\$4.37
87219	07/21/2017	Open			WE ALL RIDE SANTA CRUZ	\$739.5
	Invoice		Date	Description		Amount
	4152573		07/01/2017	Honda 2013 NC700DX parts, labor		\$161.43
	4152626		07/12/2017	2003 BMW R1150 tires		\$578.10
87220	07/21/2017	Open			Alissa Towely	\$80.0
	Invoice		Date	Description		Amount
	2018-00000030		07/14/2017	Camp Jr Leader Payment Session 2		\$80.00
87221	07/21/2017	Open			California Valued Trust	\$438.7
	Invoice		Date	Description		Amount
	CVT071817		07/18/2017	Settlement claim #017471589-03		\$438.74
				2213 - ISF - Self-Insurance Liability		
87222	07/21/2017	Open			Catherine Gross	\$117.9
	Invoice		Date	Description		Amount
	2018-00000023		07/10/2017	Camp supplies reimbursement		\$117.91
87223	07/21/2017	Open			Catherine Gross	\$15.0
	Invoice		Date	Description		Amount
	2018-00000024		07/12/2017	Camp supplies reimbursement		\$15.02

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 21, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Amount	Transaction Amount
87224	07/21/2017 Invoice EF071817	Open	07/18/2017	Liability claim settlement 2213 - ISF - Self-Insurance Liability	Ellen Ferguson	\$1,943.73	\$1,943.73
87225	07/21/2017 Invoice 177125960	Open	06/30/2017	Citation refund	Heather Mickerson	\$36.00	\$36.00
87226	07/21/2017 Invoice 2018-00000032	Open	07/14/2017	Camp Jr Leader Payment Session 2	Isabella Brown	\$96.00	\$96.00
87227	07/21/2017 Invoice 2018-00000037	Open	07/14/2017	Camp Jr Leader Payment Session 2	Isaiah Rocha	\$114.00	\$114.00
87228	07/21/2017 Invoice 2018-00000034	Open	07/14/2017	Camp Jr Leader Payment Session 2	Julia Bollinger	\$80.00	\$80.00
87229	07/21/2017 Invoice 2018-00000033	Open	07/14/2017	Camp Jr Leader Payment Session 2	Julian Wilson	\$120.00	\$120.00
87230	07/21/2017 Invoice 2018-00000029	Open	07/14/2017	Camp Jr Leader Payment Session 2	Kate Motroni	\$107.00	\$107.00
87231	07/21/2017 Invoice 2018-00000035	Open	07/14/2017	Camp Jr Leader Payment Session 2	Logan Wray	\$114.00	\$114.00
87232	07/21/2017 Invoice 2018-00000036	Open	07/14/2017	Camp Jr Leader Payment Session 2	Lucas Rawles	\$220.00	\$220.00
87233	07/21/2017 Invoice 2018-00000031	Open	07/14/2017	Camp Jr Leader Payment Session 2	Natalie Wilson	\$155.00	\$155.00
87234	07/21/2017 Invoice 2003044.002	Open	07/13/2017	Center rental refund	Sunni Goodreau	\$71.00	\$71.00
87235	07/21/2017 Invoice 2003046.002	Open	07/17/2017	Center rental deposit refund	Sunni Goodreau	\$100.00	\$100.00

Type Check Totals: \$140,288.00

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 21, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
<u>EFT</u>						
469	07/21/2017	Open			CalPERS Member Services Division	\$47,142.4
	Invoice		Date	Description		Amount
	1000892284-7		07/21/2017	PERS contributions PPE 7-1-17		\$47,142.41
				1000 - General Fund	(\$0.14)	
				1001 - Payroll Payables	\$47,142.55	
Type EFT Totals:						\$47,142.4

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
Library - Library						
<u>Check</u>						
28	07/21/2017	Open			HYDROSCIENCE ENGINEERS INC.	\$700.0
	Invoice		Date	Description		Amount
	331012001		07/03/2017	Library stormwater services		\$700.00
				1360 - Library Fund		
Type Check Totals:						\$700.0

CITY - Main City Totals	Counts:	Total:
Checks	68	\$140,288.0
EFTs	1	\$47,142.4
All	69	\$187,430.4

Library - Library Totals	Counts:	Total:
Checks	1	\$700.0
EFTs	0	\$0.0
All	1	\$700.0

WELLS - Payroll Totals	Counts:	Total:
Checks	18	\$14,076.0
EFTs	117	\$178,922.5
All	135	\$192,998.5

Grand Totals:	Counts:	Total:
Checks	87	\$155,064.0
EFTs	118	\$226,064.9
All	205	\$381,129.0

Attachment: 07-21-17 City Check Register (Approval of City Check Registers)

City account payable checks dated 7/28/2017, numbered 87236 to 87303 plus 8 EFTs, totaling \$1,528,716.02, plus 3 Library account checks, totaling \$130,972.96, for a grand total of \$1,659,688.98, have been reviewed and authorized for distribution by the City Manager.

As of 7/28/2017 the unaudited cash balance is \$3,323,939.44.

CASH POSITION - CITY OF CAPITOLA 7/28/17

	<u>Net Balance</u>
General Fund	(\$125,034.89)
Payroll Payables	\$16,959.74
Contingency Reserve Fund	\$1,903,345.66
Facilities Reserve Fund	\$339,870.00
Capital Improvement Fund	\$698,332.04
Stores Fund	\$20,128.44
Information Technology Fund	\$90,631.83
Equipment Replacement	\$178,679.93
Self-Insurance Liability Fund	\$86,627.21
Workers' Comp. Ins. Fund	\$124,338.79
Compensated Absences Fund	(\$9,939.31)
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$3,323,939.44</u>

The Emergency Reserve Fund balance is \$1,277,205.54 (not included above).
The PERS Contingency Fund balance is \$300,000.00 (not included above).
The Library Fund balance is \$399,797.81 (not included above).



Jamie Goldstein, City Manager

7/28/17

Date



Peter Wilk, City Treasurer

8/2/17

Date

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Amount	Transact Amc
87236	07/28/2017	Open			ADAMS ASHBY GROUP INC		\$241
	Invoice		Date	Description		Amount	
	2070		07/03/2017	June CDBG administration and reporting services 1350 - CDBG Grants		\$240.00	
87237	07/28/2017	Open			AFLAC		\$988
	Invoice		Date	Description		Amount	
	415351		07/21/2017	July supplemental insurance 1001 - Payroll Payables		\$989.14	
87238	07/28/2017	Open			ALLSAFE LOCK COMPANY		\$21
	Invoice		Date	Description		Amount	
	49667		07/20/2017	Keys		\$21.20	
87239	07/28/2017	Open			ALVAREZ TECHNOLOGY GROUP INC		\$698
	Invoice		Date	Description		Amount	
	41962		06/30/2017	Server warranty renewals 2211 - ISF - Information Technology		\$698.00	
87240	07/28/2017	Open			APTOS LANDSCAPE SUPPLY INC.		\$571
	Invoice		Date	Description		Amount	
	447164		07/17/2017	Wood chips		\$129.12	
	447177		07/17/2017	Wood chips		\$147.56	
	447199		07/17/2017	Wood chips		\$147.56	
	447210		07/17/2017	Wood chips		\$147.56	
87241	07/28/2017	Open			ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS		\$3,263
	Invoice		Date	Description		Amount	
	3743		07/01/2017	AMBAG dues and board member meeting allowance		\$3,263.00	
87242	07/28/2017	Open			AUTOMATION TEST ASSOCIATES		\$41
	Invoice		Date	Description		Amount	
	45165		07/22/2017	Monthly wharf meter reading and billing calculation 1311 - Wharf		\$40.00	
87243	07/28/2017	Open			B & B SMALL ENGINE REPAIR		\$831
	Invoice		Date	Description		Amount	
	378927		07/18/2017	Trimmer and battery pack		\$683.48	
	379114		07/20/2017	Trimmer repair		\$99.82	
	379116		07/20/2017	Backplate		\$54.77	
87244	07/28/2017	Open			BAY PHOTO LAB		\$31
	Invoice		Date	Description		Amount	
	6639140		07/14/2017	Museum photo prints		\$31.12	
87245	07/28/2017	Open			CA DEPARTMENT OF JUSTICE		\$64
	Invoice		Date	Description		Amount	
	241398		06/30/2017	Employee fingerprinting		\$64.00	

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transact Amc
87246	07/28/2017 Invoice CLEA072017	Open	07/20/2017	August POA long term disability 1001 - Payroll Payables	CALIFORNIA LAW ENFORCEMENT ASSOCIATION	\$514.50
87247	07/28/2017 Invoice POA072117	Open	07/21/2017	POA dues PPE 07-15-17 1001 - Payroll Payables	CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,618.00
87248	07/28/2017 Invoice 20160410	Open	07/26/2017	Records coordinator job posting	CITY CLERKS ASSOCIATION OF CALIFORNIA	\$200.00
87249	07/28/2017 Invoice 170705-0802A	Open	05/17/2017	PA system for twilight concerts	CLASSIFIED SOUND	\$3,250.00
87250	07/28/2017 Invoice 18130	Open	06/30/2017	June facility cleaning fees 1000 - General Fund 1311 - Wharf	CLEAN BUILDING MAINTENANCE CO.	\$3,719.13 \$3,453.63 \$265.50
87251	07/28/2017 Invoice 18740011	Open	07/11/2017	Summer newsletter	COMMUNITY PRINTERS	\$1,420.00
87252	07/28/2017 Invoice 2423	Open	07/10/2017	June televised meetings	COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$501.50
87253	07/28/2017 Invoice 2183	Open	07/11/2017	Summer newsletter mailing service	COMPLETE MAILING SERVICE INC.	\$654.48
87254	07/28/2017 Invoice 6407	Open	07/15/2017	Junior guards group photo	COVELLO & COVELLO PHOTOGRAPHY	\$981.00
87255	07/28/2017 Invoice 74	Open	07/01/2017	IT server room air conditioner repairs	CRAIG FEENEY	\$2,150.00
87256	07/28/2017 Invoice R217114	Open	07/11/2017	Memorial plaque	CRESTOR INC.	\$173.06
87257	07/28/2017 Invoice 002	Open	05/01/2017	Delta Wires concert performance	DELTA WIRES	\$1,000.00

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transact Amt
87258	07/28/2017	Open			EWING IRRIGATION	\$8
	Invoice		Date	Description		Amount
	3697449		07/11/2017	Irrigation supplies		\$75.93
	3707047		07/12/2017	Irrigation supplies		\$7.78
87259	07/28/2017	Open			FERGUSON ENTERPRISES INC.	\$65
	Invoice		Date	Description		Amount
	5451930		07/10/2017	Plumbing supplies		\$654.56
87260	07/28/2017	Open			FRANK ANZALONE	\$1,000
	Invoice		Date	Description		Amount
	FA080917		07/28/2017	Sage concert performance		\$1,000.00
87261	07/28/2017	Open			GAYLORD ARCHIVAL	\$170
	Invoice		Date	Description		Amount
	2492677		07/18/2017	Museum archiving supplies		\$170.20
87262	07/28/2017	Open			GEORGE H WILSON INC	\$285
	Invoice		Date	Description		Amount
	000120593		07/20/2017	Quarterly HVAC maintenance		\$285.00
87263	07/28/2017	Open			H. MARCHESE - PETTY CASH CUSTODIAN	\$444
	Invoice		Date	Description		Amount
	PC072517		07/25/2017	Petty cash replenish		\$337.39
	PC72517		07/25/2017	Petty cash replenish		\$110.49
87264	07/28/2017	Open			HAYWARD RUBBER STAMP	\$68
	Invoice		Date	Description		Amount
	5220154		07/25/2017	Plan check stamp		\$68.81
87265	07/28/2017	Open			HOME DEPOT CREDIT SERVICES	\$25
	Invoice		Date	Description		Amount
	8040578		07/14/2017	Bathroom tools		\$25.97
87266	07/28/2017	Open			HOPE REHABILITATION SERVICES	\$2,025
	Invoice		Date	Description		Amount
	S163471		07/15/2017	Litter abatement, beach cleanup and sidewalk maintenance		\$2,025.00
87267	07/28/2017	Open			HOUSING AUTHORITY OF THE COUNTY OF SANTA CRUZ	\$5,560
	Invoice		Date	Description		Amount
	17-12CDBG		07/13/2017	June housing rehab. & homeownership assistance		\$4,311.00
	17-12CSD		07/11/2017	June security deposit assistance program		\$1,250.00
				1350 - CDBG Grants	\$4,311.00	
				5552 - Cap Hsg Succ	\$1,250.00	
87268	07/28/2017	Open			HUB INTERNATIONAL	\$100
	Invoice		Date	Description		Amount
	July2017		07/24/2017	Special event insurance - community center		\$100.18

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Amount	Transact Amc
87269	07/28/2017	Open			ICMA RETIREMENT TRUST 457		\$6,04
	Invoice		Date	Description		Amount	
	41433747		07/21/2017	457 contributions PPE 07-15-17 1001 - Payroll Payables		\$6,046.42	
87270	07/28/2017	Open			JOHNSON ROBERTS & ASSOCIATES INC.		\$9
	Invoice		Date	Description		Amount	
	132676		06/26/2017	PHQ report		\$91.00	
87271	07/28/2017	Open			KATHY D'ANGELO		\$39
	Invoice		Date	Description		Amount	
	000V-06072017		07/08/2017	Frank Hill video services		\$390.00	
87272	07/28/2017	Open			KBA Docusys Inc.		\$3
	Invoice		Date	Description		Amount	
	INV565693		07/13/2017	City Hall copier usage charges 2211 - ISF - Information Technology		\$36.36	
87273	07/28/2017	Open			KINGS PAINT AND PAPER INC.		\$13
	Invoice		Date	Description		Amount	
	A0254871		07/17/2017	Barricade paint		\$39.82	
	A0255050		07/20/2017	Barricade paint		\$90.43	
87274	07/28/2017	Open			LABORMAX STAFFING		\$5,39
	Invoice		Date	Description		Amount	
	26-79950		07/14/2017	Seasonal labor		\$2,980.38	
	26-80284		07/21/2017	Seasonal labor		\$2,410.96	
87275	07/28/2017	Open			LIUNA PENSION FUND		\$97
	Invoice		Date	Description		Amount	
	CS3672		07/21/2017	July LIUNA pension dues 1001 - Payroll Payables		\$977.60	
87276	07/28/2017	Open			MADELINE C HORN		\$66
	Invoice		Date	Description		Amount	
	007		07/12/2017	Museum cataloging and organizing		\$660.00	
87277	07/28/2017	Open			MARQUIS BOOTH		\$1,15
	Invoice		Date	Description		Amount	
	MB071317		07/13/2017	ABC training conference - Booth		\$668.44	
	MB071317-2		07/13/2017	ABC Training Conference - lodging and parking		\$485.90	
87278	07/28/2017	Open			MILLER'S TRANSFER & STORAGE CO.		\$34
	Invoice		Date	Description		Amount	
	89097		07/04/2017	Monthly record storage and warehouse handling		\$341.75	
87279	07/28/2017	Open			MONTEREY BAY AIR RESOURCES DISTRICT		\$3,96
	Invoice		Date	Description		Amount	
	0001210		07/05/2017	Assessment fees		\$3,963.18	

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transact Amc
87280	07/28/2017	Open			MONTEREY BAY AREA SELF INSURANCE AUTHORITY	\$299,021.50
	Invoice		Date	Description		Amount
	170701-1		07/01/2017	Insurance premiums		\$299,021.50
				2213 -ISf- Self-Insurance Li	\$199,021.50	
				2214 -ISF-Worker Comp	\$100,000.00	
87281	07/28/2017	Open			MV TRANSPORTATION INC.	\$7,209.00
	Invoice		Date	Description		Amount
	76570		06/13/2017	May summer shuttle service		\$1,966.20
	77144		07/14/2017	FY16/17 summer shuttle service		\$5,243.20
87282	07/28/2017	Open			NICHOLS CONSULTING ENGINEERS CHTD	\$13,671.00
	Invoice		Date	Description		Amount
	303075501		07/20/2017	Fanmar rehab. and drainage improvement project		\$2,840.00
	303065503		07/25/2017	2016 pavement management program update		\$10,830.00
				1200 - Capital Improvement Fund		
87283	07/28/2017	Open			PACIFIC GAS & ELECTRIC	\$15,471.00
	Invoice		Date	Description		Amount
	PGE073117-acct9		07/14/2017	Monthly utilities		\$15,086.53
	PGE080417-acct5		07/14/2017	Pac cove parking lot utilities		\$383.44
	PGE080317-acct0		07/13/2017	Rispin Mansion utilities		\$9.85
				1000 - General Fund	\$5,376.28	
				1300 - SLESF - Supl Law E	\$203.09	
				1310 - Gas Tax	\$7,418.30	
				1311 - Wharf	\$2,482.15	
87284	07/28/2017	Open			PALACE OFFICE SUPPLIES	\$851.00
	Invoice		Date	Description		Amount
	432274-0		07/17/2017	Recreation supplies		\$64.94
	9401570-0		07/17/2017	Office supplies for Corp. yard		\$44.21
	9400513-0		07/13/2017	Museum worklight, pencil, ink, post-its		\$33.21
	9401320-0		07/16/2017	Museum supplies		\$17.02
	9398308-0		06/29/2017	Museum supplies		\$13.59
	432875-0		07/21/2017	Pens		\$77.63
	432912-0		07/21/2017	Office Supplies		\$114.30
	431823-0		07/17/2017	Stamp		\$34.30
	431928-0		07/13/2017	Hanging folders		\$4.75
	431285-0		07/06/2017	Paper		\$61.00
	431270-0		07/06/2017	Paper		\$18.97
	431497-0		07/10/2017	Office supplies		\$44.23
	430364-0		07/03/2017	Nameplates		\$25.29
	431187-0		07/05/2017	Thermal pouch		\$10.28
	431156-0		07/05/2017	Stands, folders, correction tape, paper		\$116.77
	432550-0		07/19/2017	Paper		\$153.66
	433029-0		07/24/2017	Office supplies		\$25.50
				1000 - General Fund	\$172.97	
				2210 - ISF - Stores Fund	\$686.68	

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Amount	Transact Amc
87285	07/28/2017	Open			PAM GREENINGER		\$171
	Invoice		Date	Description		Amount	
	PG072117		07/21/2017	Museum books		\$176.45	
87286	07/28/2017	Open			PITNEY BOWES		\$2,021
	Invoice		Date	Description		Amount	
	PB071917		07/19/2017	Postage machine refill 2210 - ISF - Stores Fund		\$2,020.99	
87287	07/28/2017	Open			REGISTER-PAJARONIAN		\$111
	Invoice		Date	Description		Amount	
	RP063017		06/30/2017	Museum summer activity guide		\$110.00	
87288	07/28/2017	Open			ROBIN L ANDERSON		\$1,400
	Invoice		Date	Description		Amount	
	RA081617		07/28/2017	Twilight concert performance		\$1,400.00	
87289	07/28/2017	Open			SANTA CRUZ COUNTY OFFICE OF EDUCATION		\$230
	Invoice		Date	Description		Amount	
	17522		07/05/2017	Employee fingerprinting		\$230.00	
87290	07/28/2017	Open			SOQUEL UNION ELEMENTARY SCHOOL DISTRICT		\$1,293
	Invoice		Date	Description		Amount	
	17-39		07/27/2017	Sewer charges for Jade St. park & community center		\$1,293.25	
87291	07/28/2017	Open			STOP COMPANY		\$104
	Invoice		Date	Description		Amount	
	4454		07/18/2017	Wharf to wharf road signs		\$104.64	
87292	07/28/2017	Open			SUPPLYWORKS		\$2,731
	Invoice		Date	Description		Amount	
	405260290		06/30/2017	Cleaning supplies		\$449.13	
	405797838		07/07/2017	Cleaning supplies		\$905.79	
	406552976		07/14/2017	Cleaning supplies		\$91.78	
	406561811		07/14/2017	Returned cleaning supplies		(\$331.47)	
	406828178		07/18/2017	Cleaning supplies		\$1,617.73	
87293	07/28/2017	Open			THE CLEANING MACHINE INC.		\$570
	Invoice		Date	Description		Amount	
	6154		07/12/2017	Sidewalk cleaning		\$570.00	
87294	07/28/2017	Open			THE DIGBEATS		\$1,000
	Invoice		Date	Description		Amount	
	SN083017		07/28/2017	The Digbeats concert performance		\$1,000.00	
87295	07/28/2017	Open			TOM HELD		\$870
	Invoice		Date	Description		Amount	
	Held071717		07/17/2017	Education reimbursement		\$870.00	

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Amount	Transact Amc
87296	07/28/2017	Open			UNITED WAY OF SANTA CRUZ COUNTY		\$30
	Invoice		Date	Description		Amount	
	UW072117		07/21/2017	United Way contributions PPE 7-15-17 1001 - Payroll Payables		\$30.00	
87297	07/28/2017	Open			UPEC LIUNA LOCAL 792		\$1,274
	Invoice		Date	Description		Amount	
	1271		07/21/2017	July UPEC dues 1001 - Payroll Payables		\$1,274.00	
87298	07/28/2017	Open			US BANK PARS		\$3,257
	Invoice		Date	Description		Amount	
	PARS072117		07/21/2017	PARS contributions PPE 7-15-17 1001 - Payroll Payables		\$3,257.39	
87299	07/28/2017	Open			WESTERN EXTERMINATOR COMPANY		\$109
	Invoice		Date	Description		Amount	
	5212728		06/30/2017	City Hall - rodent control		\$54.50	
	5224131		06/30/2017	Turnouts - rodent control		\$54.50	
87300	07/28/2017	Open			Capitola Junior Lifeguard Parents Club		\$490
	Invoice		Date	Description		Amount	
	2003061.002		07/20/2017	Refund of unused scholarships		\$490.00	
87301	07/28/2017	Open			John Butler		\$513
	Invoice		Date	Description		Amount	
	17-005		07/26/2017	Tree deposit refund		\$513.00	
87302	07/28/2017	Open			Melissa Burke		\$500
	Invoice		Date	Description		Amount	
	15-178		07/12/2017	Tree deposit refund		\$500.00	
87303	07/28/2017	Open			Mike Lobue		\$500
	Invoice		Date	Description		Amount	
	17-072		07/24/2017	Tree deposit refund		\$500.00	
Type Check Totals:							\$405,96

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transact Amc
<u>EFT</u>						
470	07/26/2017	Open			CalPERS Member Services Division	\$49,061
	Invoice		Date	Description		Amount
	1000896316-19		07/26/2017	PERS contributions PPE 07-15-17		\$49,068.33
				1000 - General Fund (\$0.19)		
				1001 - Payroll Payables	\$49,068.52	
471	07/26/2017	Open			EMPLOYMENT DEVELOPMENT DEPT	\$7,901
	Invoice		Date	Description		Amount
	2-085-177-216		07/26/2017	State taxes PPE 7-15-17		\$7,908.05
				1001 - Payroll Payables		
472	07/25/2017	Open			INTERNAL REVENUE SERVICE	\$33,171
	Invoice		Date	Description		Amount
	02374910		07/25/2017	Federal taxes & Medicare PPE 7-15-17		\$33,170.36
				1001 - Payroll Payables		
473	07/24/2017	Open			STATE DISBURSEMENT UNIT	\$1,111
	Invoice		Date	Description		Amount
	K8ZNLTK6657		07/24/2017	Garnishments PPE 7-15-17		\$1,117.84
				1001 - Payroll Payables		
474	07/25/2017	Open			CalPERS Health Insurance	\$59,731
	Invoice		Date	Description		Amount
	1000894708		07/25/2017	August health insurance		\$59,737.69
				1000 - General Fund	\$2,409.99	
				1001 - Payroll Payables	\$57,327.70	
475	07/26/2017	Open			CalPERS Fiscal Services Division	\$971,351
	Invoice		Date	Description		Amount
	UAL FY17/18		07/26/2017	PERS UAL prepayment		\$971,353.00
476	07/28/2017	Open			ADP LLC	\$251
	Invoice		Date	Description		Amount
	497173842		07/21/2017	ez Labor processing charges		\$257.15
				2211 - ISF - Information Technology		
477	07/25/2017	Open			DISCOVERY BENEFITS	\$131
	Invoice		Date	Description		Amount
	0000774011-IN		06/30/2017	June COBRA & FSA admin.		\$139.00
Type EFT Totals:						\$1,122,75

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)

City Checks Issued July 28, 2017

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transact Amc
Library - Library						
<u>Check</u>						
29	07/28/2017	Open			JAMES P ALLEN	\$3,200.00
	Invoice		Date	Description		Amount
	072517		07/25/2017	Library consulting arborist services 1360 - Library Fund		\$3,205.00
30	07/28/2017	Open			NOLL AND TAM ARCHITECTS	\$122,767.96
	Invoice		Date	Description		Amount
	0057338		06/30/2017	Library design development 1360 - Library Fund		\$122,767.96
31	07/28/2017	Open			PACIFIC GAS & ELECTRIC	\$5,000.00
	Invoice		Date	Description		Amount
	0007645655-7		06/02/2017	PG&E library engineering advance 1360 - Library Fund		\$5,000.00
Type Check Totals:						\$130,970.00

	Counts:	Tot
CITY - Main City Totals		
Checks	68	\$405,960.00
EFTs	8	\$1,122,750.00
All	76	\$1,528,710.00
Library - Library Totals		
Checks	3	\$130,970.00
EFTs	0	\$0.00
All	3	\$130,970.00
Grand Totals:		
Checks	71	\$536,930.00
EFTs	8	\$1,122,750.00
All	79	\$1,659,680.00

Attachment: 07-28-17 City Check Register (Approval of City Check Registers)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Liability Claim of Liberty Mutual

RECOMMENDED ACTION: Deny liability claim.

DISCUSSION: Liberty Mutual has filed a liability claim against the City in the amount of \$3,304.11.

Report Prepared By: Linda Fridy
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

8/17/2017



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Consider a Hearing Date for the Appeal of the Planning Commission's Decision Regarding 2205 Wharf Road

RECOMMENDED ACTION: Set the date to hear the appeal of the Planning Commission's decision regarding application #16-041, 2205 Wharf Road, during the regular City Council meeting of October 12, 2017.

BACKGROUND: Following a series of continuations to address concerns raised by neighbors, the Planning Commission held a public hearing on July 20, 2017, regarding application #16-041, 2205 Wharf Road, and approved a variance, minor land division, and design permit.

DISCUSSION: On August 2, 2017, the City Clerk received an appeal of this decision from Wittwer/Parkin on behalf of Peter and Melody Taylor (Attachment 1). The City Council must either set a date for the hearing or hear the appeal at its next meeting following the receipt of the appeal and the end of the appeal period.

Staff recommends hearing the appeal at the October 12, 2017, City Council meeting.

FISCAL IMPACT: The appellant has paid the required \$500 appeal fee and the applicant will continue to be billed for staff time.

ATTACHMENTS:

1. 2205 Wharf appeal letter

Report Prepared By: Linda Fridy
City Clerk

set date for 2205 Wharf appeal
August 24, 2017

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/17/2017

wittwer / parkin

AUG 02 2017
CITY OF CAPITOLA
CITY CLERK

August 2, 2017

VIA HAND DELIVERYLinda Fridy
City Clerk
City of Capitola
420 Capitola Ave
Capitola, CA 95010**Re: Appeal of July 20, 2017 Planning Commission Approval
Application #16-04, 2205 Wharf Road, APN: 034-141-34**

Dear Ms. Fridy:

This law firm represents Peter and Melody Taylor. Pursuant to Capitola Municipal Code Section 2.52.020, this is a formal appeal of the Planning Commission's decision on July 20, 2017 to approve application #16-041 concerning 2205 Wharf Road (APN: 034-141-34). The application consisted of a minor land division to create two lots of record, design permit for a new single-family residence, and a variance. We have enclosed the requisite appeal fee.

Pursuant to Capitola Municipal Code section 2.52.050, the City Council hears this appeal *de novo*. The grounds for this appeal are as follows: 1) this subdivision cannot be approved because the Capitola Municipal Code limits the variance procedure to zoning determinations and does not apply to subdivisions (Municipal Code Section 17.66.010); 2) assuming for the sake of argument that variances can be applied to the subdivision regulations, no special circumstance can be found to justify granting of a variance for proposed Lot B; 3) proposed Lot B does not contain the minimum lot depth of 100 feet, as required in the RM-LM zoning district pursuant to Municipal Code Section 17.18.090(A); and, 4) the proposed subdivision does not contain frontage on a dedicated public street of twenty feet or more, as required under Municipal Code Section 16.24.170(E).

This appeal letter incorporates the issues and comments raised in our letters submitted on May 2, 2017; May 31, 2017; and, July 19, 2017. All notices relating to this appeal should be sent to my attention.

A. The City Cannot Legally Grant a Variance for a Subdivision

The proposed minor land division fails to satisfy the City's Subdivision Design Standards. Capitola Municipal Code Section 16.24.170(E) sets forth: "Lots without frontage on

WITTWER PARKIN LLP / 147 S. RIVER ST., STE. 221 / SANTA CRUZ, CA / 95060 / 831.429.4055

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Attachment: 2205 Wharf appeal letter (set date for 2205 Wharf appeal)

City Council of the City of Capitola
 Appeal of July 20, 2017 Planning Commission Approval 2205 Wharf Road
 August 2, 2017
 Page 2

a dedicated public street of twenty feet or more **will not be permitted.**” (Emphasis Added). The Staff has previously described the project as follows:

The applicant is proposing a flag lot. Parcel A has 20 feet of frontage on Wharf Road. Parcel B has 20 feet of frontage off the shared driveway, but not the dedicated street. The subdivision is accessed from the neighboring property at 2225 Wharf Road through an existing driveway easement.

The minor land division would create two lots of record, one of which would be without frontage on a dedicated public street of twenty feet or more. Pursuant to the Capitola Municipal Code, this is not permitted.

In an effort to evade the Municipal Code’s prohibition, amended plans partially extend the front lot line of Parcel B over the shared driveway so that 20 feet of the front lot line abuts Wharf Road while the remaining 80 feet does not. Unfortunately, this site plan amendment did not render the proposed division compliant with the Subdivision Ordinance.

The plain language of Section 16.24.170(E) prohibits “lots without frontage on a dedicated public street of twenty feet or more.” Rules of statutory construction demand that “twenty feet” qualify “dedicated public street” not “frontage.” The applicant’s reading of the Code distorts the Municipal Code’s plain and ordinary meaning, is contrary to well settled rules of statutory construction, and is not allowed. The Municipal Code requires not a minimum of twenty feet of frontage, but requires the front lot line to abut a public street that is at least twenty feet wide.

In addition, it is clear that the applicant has erroneously calculated lot depth utilizing the side lot lines instead of the required front and rear lines to reach the applicant’s desired result for the proposed land division. The site plan drawings submitted by the applicant clearly indicate that the depth of proposed Parcel B is only 56.50 feet whereas the width of the proposed Parcel B is 100 feet. The Staff Report reversed the two measurements. As submitted, Parcel B does not contain sufficient lot depth, since the proposed lot depth is only 56.50 feet. The minimum lot depth required for this zone district is 100 feet. The minor land division cannot be approved because proposed Parcel B would not be in conformance with the zoning regulations.

The City’s Subdivision Ordinance states: “The size and shape of lots shall be in conformance to any zoning regulations effective in the area of the proposed subdivision.” (Section 16.24.170(A)). Proposed Lot B does not contain the minimum lot depth of 100 feet, as required in the RM-LM zoning district.

After this issue was raised by the Taylors, the applicant then proposed a variance for the land division to reorient proposed Lot B in a manner that is contrary to how such design standards are defined under the Municipal Code. The Staff Report ignores the first and most important step in this application process, the subdivision of the applicant’s lot into two distinct parcels. This parcel subdivision is governed by the California Subdivision Map Act and Title 16

City Council of the City of Capitola
 Appeal of July 20, 2017 Planning Commission Approval 2205 Wharf Road
 August 2, 2017
 Page 3

of the Capitola Municipal Code, neither of which create a “variance” procedure from the terms of these laws. There exists no legal mechanism to grant a variance from the City’s subdivision provisions. The City’s subdivision regulations are located in Title 16 of the Municipal Code.

As stated in our previous correspondence, Capitola Municipal Code Section 16.24.170(E) sets forth: “Lots without frontage on a dedicated public street of twenty feet or more **will not be permitted.**” (Emphasis Added). In addition, the Municipal Code states: “The size and shape of lots shall be in conformance to any zoning regulations effective in the area of the proposed subdivision.” (Section 16.24.170(A)). The Staff Report proposes granting a variance from this requirement via Capitola Municipal Code Section 17.66.090. However, *the Capitola Municipal Code limits the variance procedure to zoning determinations, and does not apply to subdivisions:*

The purpose of the variance is to allow variation from the strict application of the terms of *this title* where by reason of the exceptional narrowness, shallowness or unusual shape of a specific piece of property on the effective date of the ordinance codified *in this title*, or by reason of exceptional topographic conditions, of location and surroundings where the literal enforcement of the requirements of *this title* would involve practical difficulties, would cause undue hardship unnecessary to carry out the spirit and purpose of this title, and would deprive such property from privileges enjoyed by similarly situated properties.

Capitol Municipal Code Section 17.66.010 (emphasis added). The variance provisions refer to variations from the requirements of Title 17 of Municipal Code (Zoning), not Title 16 (Subdivisions). There is no similar variance provision in the City’s subdivision regulations at Title 16. Title 16 requires strict adherence to Capitola Municipal Code Section 16.24.170(E). Thus, there is no mechanism by which the City can approve creation of a nonconforming parcel in violation of section 16.24.170(E).

Assuming for the sake of argument that such a variance could be granted, the subdivision regulations of the Municipal Code would not allow a variance for additional reasons. In order to legally subdivide a lot, the proposed subdivision must conform to all applicable mandatory design standards in Chapter 16.24. Section 16.24.170 states “[t]he size and shape of lots *shall* be in conformance to any zoning regulations effective in the area of the proposed subdivision.” (emphasis added). By its very nature, a variance seeks *nonconformance* to current regulations:

A variance is a zoning exception granted by a local agency. *A variance is a permit to build a structure or to engage in an activity that would not otherwise be allowed under the zoning ordinance.* *Neighbors in Support of Appropriate Land Use v. County of Tuolumne* (2007) 157 Cal.App.4th 997, 1007. It provides an applicant relief from a zoning regulation and allows the applicant to improve or use its property in a way that varies from the otherwise applicable zoning code, usually to minimize “hardship.” *Eskeland v. City of Del Mar* (2014) 224 Cal.App.4th 936, 954.

City Council of the City of Capitola
 Appeal of July 20, 2017 Planning Commission Approval 2205 Wharf Road
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1 Cal. Land Use Practice (Cont.Ed.Bar 2016) Variances § 7.20 (emphasis added). Put simply, the City *cannot* create a nonconforming lot through the subdivision of a conforming lot, as it proposes. To do so would violate the Municipal Code, and it would represent an abdication of commonsense planning.

B. A Finding of a Special Circumstance Cannot be Made

Assuming again for the sake of argument that variances can be applied to the subdivision regulations, no such exceptional circumstances exist as evidenced by the applicant's current parcel being developed in conformity with the zoning regulations with a triplex. Rather, through his proposal to illegally subdivide his property, the applicant attempts to create a self-inflicted "hardship."

To grant a variance, the City must make two findings:

1. That because of special circumstances applicable to [the] subject property, including size, shape, topography, location or surroundings, the strict application of [the Zoning Code] is found to deprive [the] subject property of privileges enjoyed by other properties in the vicinity and under identical zone classification; [and]
2. That the grant of a variance permit would not constitute a grant of special privilege inconsistent with the limitations upon other properties in the vicinity and zone in which [the] subject property is situated.

The applicant currently holds one legal parcel that he has developed in accordance with the provisions of the RM-LM zoning district. There is no question or issue about the legality of the parcel as it exists. The applicant has built a triplex on this property, presumably in conformity with the zoning regulations in existence at the time of this construction. This is already an intensive use of the property via a narrow, shared driveway. Thus, the applicant's property already enjoys the privileges of all other properties in this zone district.

By contrast, the applicant now requests that the City illegally divide his property, which would instantly create a parcel that is not in conformance with the City's subdivision regulations. The intentional creation of a nonconforming lot out of a conforming one is not a "special circumstance," for which a variance may be granted. This has nothing to do with the special characteristics of the applicant's land and everything to do with the applicant's insistence on creating a nonconforming parcel. This is not a valid reason to grant a variance.

Because the proposed subdivision is illegal, granting such a subdivision would bestow a special privilege upon the applicant. And, approval would render the subdivision regulations meaningless. For the above reasons, the tentative parcel map application must be denied. Furthermore, the City cannot grant a variance for the reasons presented, especially to a parcel it has no power to create.

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August 2, 2017
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The City's Subdivision Ordinance and zoning regulations set forth mandatory requirements to regulate orderly division of land and development. The subject application is a prime example of an aggressive effort to evade such requirements. The minor land division will also unjustifiably exacerbate access issues along the shared roadway for the Taylor family, and raises serious safety concerns. In fact, one of the Planning Commissioners voiced this concern even though he voted to approved the land division. This could be further exacerbated if the applicant decides to build a duplex or triplex on the newly created lot. While the applicant has proposed a single-family home, the zoning allows multi-family housing. Thus, the Taylors could be faced with more than four units (the existing triplex, plus the proposed single-family dwelling) if the applicant decides to exercise his full rights with respect to the newly created lot. The existing shared driveway cannot support such an intensive use.

In conclusion, the City Council should deny the proposed land division.

Very truly yours,
WITTWER PARKIN LLP



Pearl Kan
pkan@wittwerparkin.com

Encl.
Appeal fee

cc: (via email only)
Katie Herlihy, Senior Planner
Rich Grunow, Community Development Director

Attachment: 2205 Wharf appeal letter (set date for 2205 Wharf appeal)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Consider Amending the Memorial Program Policy

RECOMMENDED ACTION: Approve the proposed amendment to the Memorial Program Policy.

BACKGROUND: In the past few months, memorial spaces have become available in previously "full" locations. These locations have not been available for several years. Staff recommends that because of the demand for these spaces, a lottery is the most fair way to fill those spaces. The memorial program policy did not include provisions for a lottery.

DISCUSSION: When an existing memorial bench or plaque is destroyed or is no longer usable, the City attempts to contact the person who originally purchased the memorial item. If the person does not wish to replace the memorial item, or if the City is unable to contact the person who purchased the memorial item, the space will become available.

Because of the infrequency of availability, and the high demand for memorials in "full" areas, staff does not believe the first-come, first-served method would be best for these locations. A lottery will provide for a fair, impartial method for fill the vacant spaces. Staff recommends revising the Memorial Program Policy to allow this process. (Attachment 1)

When formerly occupied locations become available, the City will publicize the openings and accept applications for a minimum of four weeks. At the closing of the lottery, the City Clerk will randomly select the winners and the winners will have two weeks to submit payment.

FISCAL IMPACT: None.

ATTACHMENTS:

1. Memorial Program Policy Draft 08-2017

Report Prepared By: Larry Laurent
Assistant to the City Manager

Memorial Program Policy
August 24, 2017

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/16/2017



ADMINISTRATIVE POLICY

Number: I-7
 Issued: 3/14/02
 Revised: 9/12/02
 Revised: 12/9/04
 Revised: 6/28/07
 Revised: 4/26/12
 Revised: 10/27/16
 Revised: 8/24/2017
 Jurisdiction: City Council

MEMORIAL PROGRAM

- I. PURPOSE: To establish a uniform procedure for the purchase and placement of memorial items in the City of Capitola.

It is the intent of the City to allow citizens to memorialize loved-ones while at the same time balancing the needs of the City. This policy is meant to emphasize the importance of the memorials while assuring that they are consistent with City policies and do not negatively impact City resources.

- II. POLICY:

1. The City has four approved memorial programs: Memorial Benches, Memorial Plaques on Capitola Wharf, Memorial Plaques on the Grand Avenue railing, and Memorial Trees. The policy may be amended to add other programs as directed by the City Council.
2. Applications for a memorial item will be received and approved by the City Manager or his/her designee, with site selection review by the Public Works Department.
3. All memorial items costs, including asset materials, installation materials, staff time for installation and maintenance will be covered by the application fee. The applicable fees will be reviewed and adjusted annually by the City Council to ensure cost recovery.
4. Memorial assets become the property of the City of Capitola. Arrangements can be made with the City for the return of plaques upon request or the removal of the asset.

- III. PROCEDURE:

1. Customers may download or request information and an application for a memorial item. If required, City staff will send the customer an informational letter along with a list of currently available sites.
2. Customer will take a photograph of the desired location and submit along with application and payment. If necessary, City staff will coordinate with Public Works Department to schedule a site meeting for approval of exact location of the memorial item. A receipt will be issued, and the application

with a copy of the receipt and photograph are given to the City staff for ordering and the Public Works Department for installation.

3. Upon installation, the City staff will notify the customer.

IV. Memorial Programs

1. Municipal Plaques: Memorial plaques may be purchased on a railing along the Capitola Wharf or Grand Avenue.

- a. Location:

1. **Wharf**: No more than one plaque will be placed on the top railing unless the additional plaque is for a relative. If possible, the City should be notified of this intent when the first plaque is purchased.
2. **Grand Avenue**: No more than one plaque for every eight feet of railing along Grand Avenue unless the additional plaque is for a relative. If possible, City should be notified of this intent when the first plaque is purchased.

- b. Plaque: The plaques are made of bronze, and are eight inches by three inches (8"x3"). The customer will determine inscriptions on the plaque, which will be ordered and installed by the City.

- c. Cost: The cost of the plaque, installation and maintenance is determined by their actual cost, and is reviewed annually by the City Council (see application for current cost).

- d. Maintenance/ Replacement/ Removal: The City will maintain plaques. The City of Capitola will determine when the plaque is no longer reasonable to maintain and needs to be either replaced or removed. Upon such determination, the customer will be notified by mail. The customer may elect to purchase another plaque or relinquish the site. If a reasonable attempt to contact the customer fails, the City will open the site for purchase after 60 days. If the plaque is missing or damaged, the customer may elect to purchase another plaque or relinquish the site. Replacement plaques will be charged at the City's direct replacement cost, not including maintenance.

2. Memorial Benches: A Memorial Bench Program was established in 1993. The primary purpose of the program was to aid the City in the maintenance of the benches along the Esplanade. The popularity of the program led to the expansion of the bench placements to include other areas of the City, as listed below. When the approved number of benches have been purchased, the locations are considered "full". Customers may choose the inscription for the plaque, the plaques will be ordered and installed by the City.

- a. Bench Locations:

1. Esplanade
2. Jade Street Park
3. Wharf

4. Cortez Park
5. Depot Hill
6. Monterey Park
7. Cliff Ave /Grand Ave
8. Noble Gulch Park
9. Prospect Avenue
10. Peery Park
11. McGregor Park
12. Cliff Dr.
13. Soquel Creek Park
14. Depot Hill Park
15. Riverview
16. Lawn Way
17. Library
18. Hihn Park
19. Capitola Road and Wharf Road
20. Rispin Park

- b. Maintenance, Removal or Replacement of Existing Benches: The City will maintain all benches. The City will determine when a Memorial Bench is no longer reasonable to maintain or it is necessary to remove for any reason. Upon such determination, the customer will be notified by mail and the customer may elect to purchase another bench or relinquish the bench. If after a reasonable attempt to contact the customer fails, the City may dispose of the plaque and the bench location may become available for purchase.
 - c. Plaque: The plaques are made of bronze, and are eight inches by three inches (8"x2"). The customer will determine inscriptions on the plaque, which will be ordered and installed by the City.
 - d. Cost: The cost of the bench, plaque, installation and maintenance is determined by their actual cost, and is reviewed annually by the City Council (see application for current cost).
 - e. Damage: If a plaque is damaged or unreadable, the customer will be notified by mail and the customer may elect to purchase another plaque or relinquish the bench. If a reasonable attempt to contact the customer fails, the City will proceed with removal within 60 days and make the bench available. If the customer does not wish to replace the plaque, another customer may purchase a plaque to be placed there and the original plaque will be returned if desired. Replacement benches will be charged at City's direct replacement cost not including maintenance.
3. Memorial Trees:
- a. An existing tree in the City may be memorialized with a plaque placed at the foot of the tree, mounted on a cement platform. Approval of memorializing an existing tree will be at the discretion of the Public Works Department, unless it is deemed necessary by the City Manager to be approved by the City Council.

- b. A customer may purchase a new tree to be planted and memorialized with a plaque in the City with the approval of the Public Works Department and the City Council.
 - c. Plaque: The plaques are made of bronze, and are 4” x 4”. The customer will determine inscription on the plaque, which will be ordered and installed by the City.
 - d. Cost: The cost of the plaque, installation and maintenance is determined by their actual cost, and is reviewed annually by the City Council (see application for current cost).
 - e. Maintenance/ Replacement/ Removal: The City will maintain plaques for the life of the plaque. The City will determine when the plaque is no longer reasonable to maintain and needs to be either replaced or removed. Upon such determination, the customer will be notified by mail. The customer may elect to purchase another plaque or relinquish the site. If a reasonable attempt to contact the customer fails, the City will open the site for purchase after 60 days. Replacement Plaques will be charged at the City’s direct replacement cost, not including maintenance.
 - f. If it is determined that the tree is to be permanently removed for any reason or is destroyed, the plaque will be returned to the customer. If a reasonable attempt to contact the customer fails, the City will proceed with removal.
 - g. Program Completion: The program will continue until it is determined by the Public Works Department and the City Council to be complete or it begins to negatively impact City resources.
4. Memorial space availability in previously “full” locations
- a. At such time as a bench or plaque space becomes available in a previously ‘full’ location, the City will follow a lottery procedure to determine who will have first right to purchase the memorial.
 - 1. The City will announce the location and number of memorial spaces available.
 - 2. The City will publicize the lottery information.
 - 3. The lottery will remain open for a minimum of four weeks.
 - 4. Interested parties will submit a complete memorial program application to enter the lottery.
 - 5. Upon the closing of the lottery, the City Clerk will randomly select those eligible for the memorial space.
 - 6. The eligible applicant will have two weeks to submit payment for the memorial.
 - 7. If applicant does not submit payment, another applicant name will be drawn.

Administrative Procedure I-7
Memorial Benches
Page 5 of 5

Jamie Goldstein
City Manager

Attachment: Memorial Program Policy Draft 08-2017 (Memorial Program Policy)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: Public Works Department

SUBJECT: Consider Purchase of New Electric Vehicle Charging Stations and Authorize Related Use Fee

RECOMMENDED ACTION: (1) Approve the purchase and installation of two Clipper Creek CS-40 electric vehicle (EV) charging stations in the amount of \$5,930 to replace the existing two EV stations in Beach and Village Parking Lot 1, and (2) approve a resolution adding a 50-cents/hour use-fee for the stations to the City's 2017/2018 Fee Schedule.

BACKGROUND: In 2011 the City received a grant from Coulomb Technologies for two electric vehicle (EV) charging stations. The stations were installed in Beach and Village Parking Lot 1 and have been operational since August 2011. The existing stations are part of the ChargePoint America network, a program sponsored by Coulomb Technologies that provides electric vehicle charging infrastructure and maintenance support.

Pursuant to the conditions of the grant, the City has been maintaining the stations since 2013 along with a ChargePoint Network Software Services contract. The existing EV stations have required repeated maintenance to keep the stations operational. The cost of a major repair is approximately half the cost (\$1,430/station) of the upgraded stations. Rather than continue to repair the existing stations, staff researched purchasing new ones and has received the following two quotes:

Clipper Creek, Inc.	\$4,410.00
ChargePoint/Voltaic	\$7,120.00

DISCUSSION: In addition to obtaining a price quote from ChargePoint for replacement and installation of new EV stations, staff surveyed other local municipalities EV stations and found the Clipper Creek CS Series to be the preferred and recommended charging station for quality, durability, reliability, ease of installation, and minimal maintenance. The City utilizes the services of Allegri Electric for maintenance of the existing stations and has received an estimate for installation of the Clipper Creek stations of \$1,520, for a purchase and installation total of \$5,930. (Attachment 2)

There are two spaces in Beach and Village Parking Lot 1 dedicated to EV charging. Currently, the EV stations operate for free, parking is 50 cents an hour, and time is limited to four hours. Staff recommends establishing a EV station fee of 50 cents an hour in addition to the parking

Electric Vehicle Charging Stations
August 24, 2017

meter fee to partially offset both capital and power fees. Based on current usage, an additional 50-cents-an-hour fee would generate \$2,000 a year. The Clipper Creek charging stations will allow both the meter and EV fees to be collected through the existing pay stations in a single transaction.

The following data reflect use, costs, and environmental benefits of the existing stations:

Average charge length	3 hours
Average charging sessions per day	2 during paid parking period, 1 overnight
Electrical usage	1100 KWH/monthly
Cost of electricity	\$200/month
Green House Gas emissions reduction	25,000 kg/year

FISCAL IMPACT: The Fiscal Year 2017/2018 Streets Capital Outlay Machinery and Equipment fund has \$10,000 budgeted. The purchase and installation will be paid from that line item.

ATTACHMENTS:

1. Exhibit A 2017.18 Fee Schedule amended EV (PDF)
2. Clipper Creek & Allegri bid (PDF)
3. ChargePoint & Voltaic bid (PDF)

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

8/16/2017

Electric Vehicle Charging Stations
August 24, 2017

DRAFT RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AMENDING THE CITY OF CAPITOLA FISCAL YEAR 2017/2018 FEE SCHEDULE TO ADD A
NEW USE FEE FOR PUBLIC ELECTRIC VEHICLE CHARGING STATIONS**

WHEREAS, the City Council adopted Resolution No. 4077 on May 25, 2017, repealing Resolution No. 4054 and adopting the City's Fee Schedule for Fiscal Year 2017/2018; and

WHEREAS, to help offset costs of replacing existing electric vehicle charging stations and the ongoing cost of providing electricity for these stations, new fees for use of the City's public electric vehicle charging stations shall be added to the Fiscal Year 2017/2018 Fee Schedule; and

WHEREAS, the proposed hourly fee does not exceed the cost of providing the service.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Capitola does hereby amend Resolution No. 4077 as follows:

In Exhibit A Under "Miscellaneous Fees" there shall be added:

Electric Vehicle Charging Fee	\$ 0.50/hour
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BE IT FURTHER RESOLVED that the above fees become effective immediately upon installation of new charging stations.

I HEREBY CERTIFY that the above and foregoing Resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 24th day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephanie Harlan, Mayor

ATTEST:

Linda Fridy, City Clerk

Description	2017/18 Fee Schedule
MISCELLANEOUS FEES	
Administrative Decision Appeal Fee	\$500
Bingo Permit	\$60
Capitola Municipal Code	\$632
Capitola Municipal Code Supplement Service (Per year)	\$190
Copies:	
1 – 5 copies	\$0
6 or more copies (Per copy)	\$0.25 / page
Gov't Code § 81008 (Political Reform Act) statements/reports (Per copy)	\$0.10 / page
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$50 1st Hour (Minimum) + \$25 / hour
Entertainment Permit Application Fee	\$37
Single Event Permit	\$37
Minor Entertainment Permit	\$155
Regular Entertainment Permit	\$579
Pet Shops and Kennel License Fee (Municipal Code § 5.20.020) set only by ordinance	\$22
Returned Check Fee	\$37
Business License Overpayment Refund Fee (resolution 3532, ord 871)	0 (Set to -0- by Council in 2011)
Business License Late Payment Penalty Admin. Fee	\$35 + 10% each month late
Business License Application Fee (Reso. 3532)	\$37
Business License - Disability Access and Education Fee (State)	\$0
Temporary, Publicly Attended Activities, Application Fee (Municipal Code § 9.36.040)	\$33
Public Art (Total Building Valuation \$250,000 or more) (Municipal Code Chapter 2.58)	2% of TBV or 1% in lieu to City
Notice of Intent to Circulate Initiative Petition (Elections Code § 9103(b))	\$211
Bandstand Rental Fee	\$215 / 4 hrs or \$645 all day / deposit \$1,500
Notary Service Fees (State Code)	0
Acknowledgment or proof of a deed, or other instrument, to include the seal and writing of the certificate	\$10 / signature
Administering an oath or affirmation to one person and executing the jurat, including the seal	\$10 / signature
Credit Card Transaction Fee	3%
<u>Electric Vehicle Charging Fee</u>	<u>\$0.50 / hour</u>

CLIPPERCREEK, INC.

INNOVATIVE INFRASTRUCTURE FOR ELECTRIC AND HYBRID VEHICLES



11850 Kemper Road Suite #E • Auburn, CA 95603 • (530) 887-1674 • Fax (530) 887-8527

www.clippercreek.net

ClipperCreek, Inc.
Quote: City of Capitola
July 20, 2017

<u>Quantity</u>	<u>Description</u>	<u>Price (each)</u>	<u>Extension</u>
2	CS-40 Charging Current: 32A charging Vehicle Connector Type: J1772 connector (Lockable) Supply Power: 208/240V, 40A dedicated circuit Cable Length: 25 feet Warranty: 1 Year Certifications: UL, cUL, ETL, cETL Enclosure: NEMA 4; indoor/outdoor rated, fully sealed Dimensions: 21"H x 17"W x 8"D (mounting holes 16" on center) Installation: Hardwired Part # 0230-00-003, Conf. # CS-40-C13-L25-59	\$1,575.00	\$3,150.00
2	CS Pedestal Traditional 4 foot kit, single mount, CS and TS Includes 3/4" conduit assembly Warranty: 1 year Part # 0300-00-015	\$630.00	\$1,260.00
		TOTAL:	\$4,410.00

Lead time: 1-2 weeks

Order Submission: Please submit purchase orders to: Orders@ClipperCreek.net or via fax to 530-887-8527 with copy to erik@clippercreek.net

Terms

This quote is valid for 30 days.

Sales confer no rights or interest to ClipperCreek, Inc. intellectual property.

All sales are FOB Auburn, California.

This quote does not include shipping or sales tax

Terms: Pre-Pay with Wire transfer, Check, or Credit Card; Net 30 on credit approval

Il sales are subject to the ClipperCreek, Inc. Terms and Conditions, which Terms and Conditions are attached to this Quote. By Signature below, I have received the document CLIPPERCREEK, INC. TERMS AND CONDITIONS and accept the Terms and Conditions in initiating a purchase order.

Signature of acceptance

Attachment: Clipper Creek & Allegri bid (Electric Vehicle Charging Stations)

Commercial Terms and Conditions of Sale

Terms. Terms as quoted shall apply. Shipping will be billed at the prices in effect at the time of shipment and may include handling charges. All new accounts are required to complete a ClipperCreek, Inc. confidential credit application and receive credit approval prior to shipment. All orders are firm unless written permission to cancel is issued by Seller. All orders are subject to acceptance by Seller. Seller's Terms and Conditions shall supersede any terms and conditions on an order. For commercial customers with approved credit, accounts must be paid within thirty (30) days of invoice or will be subject to a charge of 1.5% per month interest and the account will be placed on Credit Hold. Wire Transfers are accepted as a payment alternative and may be required on certain orders. All payments are required to be in USD. Delinquent accounts will be processed with a collections service.

Quotations. Pricing on all quotations will be valid for thirty (30) days from the date of issue of a quotation, unless changed in writing prior to acceptance of the quotation. In order to receive pricing specified on the quotation, signed quotation must be returned to ClipperCreek, Inc. prior to the placement of an order. Acceptance of the quotation does not constitute an order.

Conditions of Sale. All sales made by ClipperCreek, Inc. are subject to these Terms and Conditions unless otherwise agreed to in writing by a duly authorized officer of ClipperCreek, Inc. In all cases of conflict between these conditions and the requirements of a purchase order, these Terms and Conditions shall prevail. Buyer shall be deemed to have accepted the quotation and these Terms and Conditions by ClipperCreek, Inc.'s receipt of order.

Ordering. All orders must be signed and emailed or faxed to ClipperCreek, Inc. at 530-887-8527. All orders must contain a written purchase order. Any order not including a purchase order will be placed on hold pending the return of a signed order confirmation from the purchaser. To ensure proper shipment, please order by complete part number and description. All prices are in USD.

Order Confirmations. All orders will receive an order confirmation by ClipperCreek, Inc. All orders will be shipped as stated on the order confirmation unless a written correction is received and approved by ClipperCreek, Inc. within 24 hours of the sending of the order confirmation.

Prices. Prices, discounts, quotations and specifications are subject to change without notice. All prices exclude sales, use, occupational and other similar taxes, which will be billed to the buyer when in effect.

Intellectual Property. The fulfillment of an order by ClipperCreek, Inc., confers no rights or interest in any ClipperCreek, Inc. intellectual property or proprietary confidential information, whether contained within the product ordered or otherwise held by ClipperCreek, Inc. ClipperCreek, Inc. does not waive any intellectual or proprietary property rights in fulfilling orders. ClipperCreek, Inc. may deem any non-public information in its possession confidential, including, but not limited to, all books and records, documents, manuals, business plans, concepts, designs, models and trade secrets.

Warranty and Liability. ClipperCreek, Inc. shall not be held responsible for delay in shipments caused by Act of God, war, government rulings, civil disturbance, casualty, riots, strikes, and labor disputes or any cause beyond its control. All products are warranted to be free from defects in material and workmanship at time of shipment. ClipperCreek, Inc. limits its obligation under this warranty to replace, or at its option reimbursement of the purchase price of the product shown to ClipperCreek, Inc.'s satisfaction to have been defective at the time of original shipment. ClipperCreek, Inc. neither makes nor shall be liable for any damage, expense, loss or consequential damage of any kind that might arise in connection with the liability of others to properly use the product.

Shipments. All shipments are F.O.B. ClipperCreek, Inc. Auburn, California. ClipperCreek, Inc. will make every attempt to follow the specified routing request for shipment. Otherwise, routing is subject to ClipperCreek, Inc.'s choice.

Product Shortages. All claims for product shortages must be made within ten (10) days after receipt of the merchandise. Please call 530-887-1674 or fax claim to 530-887-8527, attention: Operations Manager.

Freight Claims. If any shipment is received in a damaged condition, a claim must be filed with the delivery carrier and noted on the freight bill before acceptance of the merchandise.

Taxes. Any Federal, Sales, Excise or similar tax for which we may be liable on any sale will be charged to and paid by the Buyer. Buyer is responsible for furnishing a resale certificate prior to purchase.

Returns. All product returns must have prior authorization from ClipperCreek, Inc. Technical Support (530-887-1674 or fax: 530-887-8527). All returns must be made within 30 days of the original purchase date. Package goods securely in original package or reasonable substitute and mark the RMA number on the outside of the box. Collect shipments or shipments without a clearly identifiable RMA number will be refused. Returned goods damaged due to inadequate return packaging may not receive full credit. All goods returned for reasons other than warranty are subject to a 20% restocking charge. No cash refunds will be given.

Indemnity. Buyer shall defend, indemnify and hold harmless ClipperCreek, Inc. and its officers, directors, agents and employees from and against any and all liability, damages, losses, claims, demands, actions, causes of action, and costs, including attorney's fees and expenses, arising out of any claim arising from Buyer's installation or unauthorized or unreasonable use of products ordered.

No Future Agreement Created. Shipment of our product does not constitute a commitment to accept or ship future product. ClipperCreek retains all rights to decline a purchase order and/or terminate any contractual obligations on thirty (30) days written notice unless such rights are expressly waived by ClipperCreek pursuant to written contract.

Entire Agreement. The entire agreement between the parties with respect to the subject matter is contained in the quotation and all other documents, including these Terms and Conditions, incorporated by reference.

PHIL ALLEGRI ELECTRIC, INC.
CA Contr. Lic. #389438
P.O. BOX 2867 SANTA CRUZ, CA 95063
3980 RESEARCH PARK CT. #E, SOQUEL, CA 95073

www.allegrielectric.com

(831) 464-1422
Fax (831) 464-8290

Submitted to: City of Capitola
430 Kennedy Drive
Capitola, CA 95010

ATTN: Danielle

PROPOSAL

PROPERTY LINES: Owner shall locate and point out property lines to contractor. Contractor may, at his option, require owner to provide a licensed land surveyor's map of property.

Date of Proposal	7/28/2017	Job Phone	(831)475-7300
Job Name	Clipper Creek EV Stations		
Job Location	Parking Lot, Capitola		
Email	duharriet@ci.capitola.ca.us		

We hereby submit specifications and estimates for:

We will remove the existing ChargePoint EV Stations and install two Clipper Creek EV Stations with pedestals.

BALL PARK LABOR: \$1,520.00

Note: All work will be done to code.

Exclusions: Permits and repairs to sheetrock, wood, stucco or paint.

This quote is good for 30 days from the date of the proposal.

This is an estimate only. Unforeseen events may alter the estimate resulting in additional charges.

Please sign, date, and return the proposal by e-mail, fax, or mail if you would like to schedule the job.

We Propose to perform the above work in accordance with the drawings and specifications submitted, and to complete it in a workmanlike manner according to standard practices for the sum of:

Down Payment of:

Payment to be made as follows:

- _____ % (\$ _____) upon signing Contract;
- _____ % (\$ _____) upon completion of _____;
- _____ % (\$ _____) upon completion of _____;
- 100 % (\$ 1,520.00) shall be made forthwith upon completion of work under this contract.

Upon satisfactory payment being made for any portion of the work performed, the Contractor shall, prior to any further payment being made, furnish to the Owner or Tenant contracting for the home improvement or swimming pool, a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

You the Owner or Tenant have the right to require the Contractor to have a performance and payment bond or funding control.

Attachment: Clipper Creek & Allegri bid (Electric Vehicle Charging Stations)

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTORS' STATE LICENSE BOARD IN THE LICENSED CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING- - IF THE TOTAL PRICE OF THE JOB \$500 OR MORE (INCLUDING LABOR AND MATERIALS).

LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE. THE CONTRACTORS' STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.

YOU MAY CONTACT THE CONTRACTORS' STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACTOR HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENTS, AND CITATIONS. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE CALL 1-800-321-CSLD FOR MORE INFORMATION.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

Failure by the Contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this contract when the work will begin is a violation of the Contractors' License Law.

You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See notice of Cancellation form (see attached) for an explanation of this right.

Authorized Signature Nick Allegri, KC Date 7/28/2017 Acceptance _____ Date _____

Attachment: Clipper Creek & Allegri bid (Electric Vehicle Charging Stations)

NOTICE TO OWNER

CALIFORNIA ADMINISTRATIVE CODE SECTION 862

Effective January 1, 1993, the "Notice of Owner" form required by Section 7018.5 of the Business and Professions Code shall be that set forth below.

NOTICE TO OWNER

Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or supplies remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

TO INSURE EXTRA PROTECTION FOR YOURSELF AND YOUR PROPERTY, YOU MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

- (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.
- (2) Require that payments be made directly to subcontractors and material supplies through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the Registrar.
- (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.
- (4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete.

To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property.

READ AND ACKNOWLEDGED

Owner or Tenant Signature

Date

NOTICE OF CANCELLATION

Date of Transaction _____

You may cancel this transaction, without any penalty or obligation, within three (3) business days from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a telegram to

(Name of seller)

(Address of seller's place of business)

Not later than midnight of _____
(Date)

I hereby cancel this transaction _____
(Date)

(Buyer's Signature)

Attachment: Clipper Creek & Allegri bid (Electric Vehicle Charging Stations)



Quote for City of Capitola

Project #: 73-710A

Location: 420 Capitola Ave
Capitola, CA 95010

Submitted to: City of Capitola
ATTN: Daniele Uharriet
Phone #: 831-475-7300
Email: duharriet@ci.capitola.ca.us

Date: July 21, 2017

Description:

This quote includes the labor, materials and electrical equipment for the needs to remove two (2) existing ChargePoint CT2000, and install of two (2) ChargePoint CT4000 charging station with as described herein.

CHARGING UNIT MOUNTING TYPE(S): BOLLARD
TOTAL # OF PARKING FOR EV: 2

Price Breakdown:

EVCS Unit(s) and Service(s)	\$6,000.00
Installation	\$1,700.00
CPI Promotion	-\$1,500.00
Tax + Shipping/Handling	\$920.00
Total Price:	\$7,120.00 (tax included)

Includes:

- The removal of one (2) existing charging stations for haul away/recycling/disposal.
- Installation and commissioning of two (2) charging unit to meet NEC requirements.
 - Utilizing existing electrical infrastructure: electrical panel, circuit breakers, electrical conductors, conduits, and concrete pad for structural support.
- Standard 1-year warranty including parts and labor for any defect in workmanship.
- Perform Site Validation survey (SVS) as required by ChargePoint, Inc. prior to activation of units. SVS fee to ChargePoint, Inc. discounted when using ChargePoint, Inc. Certified Installers.
 - Standard electrical power consistency evaluation: circuit breaker and electrical panel evaluation.
 - Cellular network communications test: test for consistency of cellular signal strength.
 - Charging station evaluation: consistent voltage, amperage, ground, network communication.

INITIALS _____
DATE _____


EV Charging Unit/Station Orders: CT4000 PRODUCT DESCRIPTION

Qty	Product Description	Product Name
1	Single Output - Gateway Option USA, Bollard Mount Unit -208/240V @30A with Cord Management.	CT4011-GW1
1	Single Output Non- Gateway Option USA, Bollard Mount Unit -208/240V @30A with Cord Management.	CT4011
2	ChargePoint Bollard Concrete Mounting Kit.	CT4001-CCM
1	On-Site Validation of electrical capacity, transformers, panels, breakers, wiring, cellular coverage and that station installation meets all ChargePoint published requirements. Note that a failed Site Validation will incur a second validation fee to repeat the validation after the site deficiencies are corrected. Site is defined as a group of stations all connected to the same electrical panel. Site Validation is not required when installation was performed by a ChargePoint national Operations and Maintenance (O&M) Partner or Channel Partner that has qualified to self-certify.	CPSUPPORT-SITEVALID
2	1 Year Pre-Paid Commercial Network Service Plan. Designed for employers, businesses and the government, this plan includes 24x7x365 driver support, access control, general reporting OTA upgrades, payment processing, flexible policies, reservations and more.	CTSW-SAS-COMM-1
2	Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	CPSUPPORT-ACTIVE
2	Initial 1 year of ChargePoint Assure for the CT4000 with successful site validation.	CT4000-ASSURE

CHARGING STATION PRICE BREAKDOWN

Equipment (CT4000)	Unit Price	Quantity	Total
CT4011-GW1	\$5,010.00	1	\$3,000.00
CT4011	4,495.00	1	\$3,000.00
CT4001-CCM	\$95.00	2	\$0.00
Product Services (CT4000)			
CPSUPPORT-SITEVALID	\$599.00	1	\$0.00
CTSW-SAS-COMM-1	\$280.00	2	\$0.00
CPSUPPORT-ACTIVE	\$349.00	2	\$0.00
CT4000-ASSURE	\$0.00	2	\$0.00
	Tax & S/H:		\$920.00
EVCS Unit(s) & Service(s) Total Price:			\$6,920.00

- 2 -



Note: ChargePoint Upgrade Program for the replacement of a CT2000 Product for a CT4000 Product amounts to \$3,000.00 per station. This will require the surrender of the existing charging station for disposal and recycling.

RECOMMENDED OPTIONS

Extended ChargePoint Assure: (Please select one)

The CT4000 station comes with an initial one (1) year of ChargePoint Assure for the CT4000. Parts and On-Site Labor to repair or replace any manufacturing defect. This includes remote monitoring of station and proactive repair dispatch.

Four (4) additional prepaid years of ChargePoint Assure for the CT4000 includes a waived site validation fee and a waived activation fee. Also includes Parts and On-Site Labor to repair or replace any manufacturing defect. Includes station management, remote monitoring of station and proactive repair dispatch.

- 4 additional prepaid years for \$645 per year, per station
- 3 additional prepaid years for \$688 per year, per station
- 2 additional prepaid years for \$705 per year, per station
- 1 additional prepaid year for \$740 per year, per station
- First inclusive year per station at no additional cost

INITIALS _____

DATE _____

Extended ChargePoint Commercial Network Service Plan: (Please select one)*

Designed for employers, businesses and the government, the service plan support is directly through ChargePoint, Inc and includes 24/7/365 driver support, access control, general reporting, OTA upgrades, payment processing, flexible pricing policies, reservations and more.

- 5 prepaid years for \$221 per year, per port (Can only be purchased with 4 add. year Assure)
- 4 prepaid years for \$227.50 per year, per port (Can only be purchased with 3 add. year Assure)
- 3 prepaid years for \$235 per year, per port
- 2 prepaid years for \$250 per year, per port
- 1 prepaid year for \$280 per year, per port **(included in quote)**

INITIALS _____

DATE _____



* This quote already includes 1 prepaid year of network (CTSW-SAS-COMM-1). For additional prepaid years of this plan, include the additional cost per year, per pert, and the number of years. For any prepaid plans beyond 1 prepaid year, remove the line item CTSW-SAS-COMM-1 and the associated cost from the grand total. Refer to Charging Unit Breakdown in the previous page.

Excludes:

- Plan check fees (if applicable) permitting fees, and/or any required inspection fees required to conduct the scope of work. Related fees may be paid for by contractor in advance to avoid delay of project, but shall be at the expense of the owner or shall be reimbursable by the owner.
- Application/Registration for new utilities or other services.
- Any electrical upgrade or modification related to additional electrical capacity for future growth of EVCS.
- Any additional (outside the scope of work) circuit breaker installations or upgrades as required per NEC or manufacturer’s specifications.
- Supply of concrete, or labor costs related forming and pouring concrete related to structural support of electrical equipment, charging units and/or unit protection.
- Notification to tenants or any affected parties of construction and/or power shutdown requirements.
- EV parking signage and/or sign post(s).
- The supply or installation of any equipment protection such as bollards, wheel stops, etc.
- Site modifications such as ramping and accessibility path of travel for ADA standards.
- Striping, stenciling, marking for parking spaces.

INITIALS DATE

Clarification:

- No pricing is included for existing conditions/obstructions not evident prohibiting the completion as specified.
- This quote is based on work being performed during normal business hours 7am—5pm Monday to Friday, 8-hours days, and/or a mutually agreeable schedule. Overtime and abnormal business hours is not considered.
- This proposal assumes that the integrity of all existing circuitry and electrical systems is intact, all circuits and electrical that are to remain are to code, and are operational. Any additional labor and material to fix or repair the previously mentioned will be billed on a time and material basis at \$88.50/hr. + material.
- Each personnel scheduled for servicing onsite unable to conduct services due to conditions beyond VVD Voltaic’s control is subject to standby time charges at the applicable rate.
- Any incomplete items for make-ready/bolt-down installations and/or site-validations causing delays, while VVD personnel onsite, to performing necessary work will incur a separate re-dispatching charge of \$300 should this delay cause an additional return visit to complete the task. A guideline can be provided, upon request, to help ensure work location is prepped properly and ready for installation without interruption.

INITIALS DATE



NOTE1: *The cost for this quotation is guaranteed for up to 30 days of the quotation date. We reserve the right to withdraw from this quote at any time. Any cancellations or terminations to this agreement may be settled upon costs and other related expenses already incurred towards this agreement.*

NOTE2: *Payment Terms: Upon execution of agreement, we will be invoicing for the total cost of charging station orders (if any) and a deposit amount of 15% of the cost of construction/installation (labor and materials, combined) of which payments are due as commencement of the project, or otherwise negotiated. The remaining balance will be invoiced upon final inspections from all relative authorities having jurisdiction and activation of charging stations. Payment terms are net-thirty (30) days. Any invoice(s) not paid within thirty (30) days from the date of invoice may be subjected to a service charge of two percent (2.0%) per month, or the maximum allowed by law, on the account balance(s).*

NOTE3: *Upon execution of agreement, a purchase order will be immediately sent to the manufacturer for delivery of any charging hardware, but may take 7 to 10 business days to arrive to the desired shipping address. Any cancelations or changes to executed orders will result in a 35% restocking and processing fee and additional shipping charges by the manufacturer at the customer's expense. Shipping and handling charges are nonrefundable.*

INITIALS DATE

Quote by:

Jezer Lopez
951-250-4824
Jezer.lopez@vvdcomm.net
Certified ChargePoint O&M Partner
ChargePoint Certifications #84526017/#15892322

CUSTOMER SIGNATURE OF APPROVAL

NAME (PRINT)

DATE



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: Public Works Department

SUBJECT: Consider a Five-Year, Sole-Source Contract for Fish and Wildlife Monitoring of Soquel Creek

RECOMMENDED ACTION: Approve a sole-source contract with D.W. Alley and Associates for monitoring of Soquel Creek as mandated under the City's permits for an estimated annual cost of \$36,323, adjusted annually for up to five years.

BACKGROUND: The stream alteration permits issued to the City for beach grading and lagoon closure and breaching, including operation of the flume, requires the City to conduct year-round fish monitoring of Soquel Creek. Oversight agencies include the Army Corps of Engineers, California Regional Water Quality Control Board, California State Fish and Wildlife, and others. The monitoring consists of water temperature readings, fish counts, salinity testing, and related observations. Don Alley of D.W. Alley and Associates, author of the Soquel Creek Lagoon Management Plan, has completed this monitoring and reporting since 1990 and is considered a leading expert on the aquatic habitats of the creek. Attachment 2 is a sole-source purchase determination.

DISCUSSION: Staff recommends re-establishing a contract with Don Alley of D.W. Alley and Associates for the Soquel Creek fish monitoring work (Attachment 1). The estimated annual cost of services is \$36,323, with the option to renew the contract annually for up to a total of five years upon mutual consent of both parties. Annual renewals will include a Consumer Price Index increase based on the San Francisco-Oakland-San Jose CPI-W as published by the U.S. Department of Labor, Bureau of Labor Statistics.

FISCAL IMPACT: Funding for this contract is included each fiscal year in the Public Works Streets Contract Services fund.

ATTACHMENTS:

1. Don Alley Soquel Lagoon proposal 2017 DWA
2. DW Alley Sole Source

Report Prepared By: Steve Jesberg
Public Works Director

Don Alley Contract
August 24, 2017

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/16/2017

Soquel Lagoon Monitoring Scope and Budget, 2017

August 8, 2017

Task No.	Task	Personnel	Hours	Rate/hr	Miles (\$0.72/mile)	Total Cost
1	Sandbar construction and fish relocation.	Alley	40*	\$117.63	175	\$4,831.00
2	Mid-week salinity and water quality check	Alley	6	\$117.63	70	\$756.18
3	Writing of Army Corps Report for sandbar construction	Alley	10	\$117.63		\$1,176.30
4	Morning water quality monitoring (14 @ 2-week intervals)	Alley	49**	\$117.63	490	\$6,116.67
5	Afternoon water quality monitoring (14 @ 2-week intervals)	Alley	49**	\$117.63	490	\$6,116.67
6	Water Quality Monitoring Pre- and Post Water Festival and monitoring of clean-up	Alley	12	\$117.63	70	\$1,461.96
7	Launch and retrieve 7 water temperature probes	Alley	8	\$117.63	70	\$991.44
8	Annual steelhead and tidewater goby censusing.	Alley	16***	\$117.63	70	\$1,932.48
8	Annual steelhead and tidewater goby censusing.	1 Prime Assistant	16***	\$60.58	50	\$1,005.28
8	Annual steelhead and tidewater goby censusing.	3 Other Assistants	48***	\$50.00	150	\$2,508.00
9	Sandbar breaching	Alley	4	\$117.63	35	\$495.72
10	Data analysis and writing lagoon report	Alley	65	\$117.63		\$7,645.95
11	Report Production and delivery	Alley	3	\$117.63	100	\$424.89
	Sub-Total (Fieldwork and Report Writing)					\$35,462.74
	Report reproduction cost (5 bound and 1 electronic)					\$200.00
	Purchase of 1 temperature probe					\$200.00
	Equipment batteries					\$35.00
	Water Quality Meter Use Fee				\$25/day	\$425.00
	Budget 2017****					\$36,322.74

* The time budgeted is based on experience. The budget may change, depending on the actual number of openings and closures needed for sandbar construction. If the sandbar is destroyed by a late storm, the budget will increase.

** Assumes that sandbar construction occurs prior to Memorial Day Weekend and sandbar opening occurs by the middle of November, with monitoring occurring every 2 weeks, totaling 14 periods.

*** Assumes that at least 4 volunteers and 4 paid assistants show up each weekend to help seine for the fish.

****Budgets for succeeding years will be adjusted according to the annual CPI.

Sole Source Purchases Determination
D.W. Alley & Associates
\$36,322.74
August 24, 2017

1BACKGROUND: The City of Capitola Purchasing and Procurement policy (Administrative Policy III-4) requires three telephone quotes, whenever feasible for purchases between \$5,000 - \$25,000. The Policy also requires a formal RFP bid procedure for purchases over \$25,000. The policy provides conditions for Sole Source (Section II) purchases that are exempt from the competitive process.

DISCUSSION: The contract with **D.W. Alley & Assoc.**, in the amount of **\$36,322.74**, dated **August 24, 2017** is a qualified sole source purchase within the City Administrative Policy III-4 Section II **(check one of the following)**

Materials, Supplies & Equipment:

(a) Definition. Sole source purchases are used where no secondary source is reasonably available precluding the use of a competitive process.

Consultant or General Services:

(a.) In the case where a consulting firm has satisfactorily performed the previous stage of a project (e.g. a pre-design), or has acquired extensive background and working knowledge, the firm may be selected for follow- up work without solicitations from other firm upon written justification and recommendation of the department head and approval by the City Manager or designee.

(b.) If a firm is a highly recognized authority in a field or specialty, or has unique specific knowledge regarding the project, then the firm may be selected without other solicitations for contracts and upon written justification and recommendation of the department head and approval by the City Manager or designee.

(c.) Upon those infrequent occasions when confidence in the consultant and quality of service are important.

D.W. Alley & Associates is the author of the Soquel Lagoon Management Plan and has been continuously performing the required monitoring and reporting since 1990.


Dept Head


Date


City Manager


Date

Attachment: DW Alley Sole Source (Don Alley Contract)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: Capitola Police Department

SUBJECT: Consider Capitola Village on ICEE Special Event Permit

RECOMMENDED ACTION: Review the Capitola Village Wharf and Business Improvement Association's request for a Special Event Permit, including an Encroachment Permit and an Amplified Sound Permit, for the Capitola Village on ICEE and provide direction.

BACKGROUND: "Capitola Village on ICEE" is a new special event jointly proposed by the Capitola Village Wharf and Business Improvement Association (BIA) and the Capitola-Soquel Chamber of Commerce (Chamber). The BIA is organizing the event.

DISCUSSION: The BIA is requesting a special event permit to have a synthetic ice skating rink in Esplanade Park from December 15, 2017, through January 7, 2018. The purpose of the event is to provide residents and tourists with a holiday activity and to draw more customers to Village businesses during the slower winter season.

The proposed rink would be made of a plastic polymer treated with a food-grade lubricating solution on the top to reduce friction and give the skaters the feel of natural ice. The rink would measure 30 feet wide by 40 feet long and would be set up eight feet west of the bandstand and 17 feet south of the Santa Cruz County Sanitation pump house building that houses the bathrooms in Esplanade Park.

A skate rental kiosk would be set up 10 feet west of the rink, near the lawn area and the seawall, and one-foot-wide rubber matting for putting on skates and walking to and from the rink would be placed on the beach side of the rink. All sides of the rink would allow sufficient room for wheelchair access. The proposed layout can be seen in Attachment 1.

The rink would have 29-inch tall fencing that could hold advertising banners on the inside and the outside. The Chamber intends to sell banner space to pay for the costs associated with the event. Any profit made would be used to fund future events.

If approved, patio lights hung on the rink walls and spotlights would light up the rink at night. Background holiday music would be played during each skate session in place of the usual Village holiday music. A Christmas tree would be displayed on the bandstand as part of the BIA Village holiday decorations. The BIA would work with local schools to arrange for bands to perform on the bandstand during the weekend free play hours.

The rink would be open daily from 10 a.m. to 8 p.m. and include three two-hour sessions at 10 a.m., 2 p.m., and 6 p.m., with up to 40 skaters per session. The lighting and music would be turned off by 8 p.m. each night. Entry fees would be \$15, including \$5 for skate rentals. A booth

Capitola Village on ICEE Special Event Permit
August 24, 2017

may be set up near the skate rental area to distribute free hot chocolate during the event.

The rink vendor, Events and More, would have staff onsite to set up and dismantle the rink and operate the skate sessions, including keeping the area clean. The equipment would be locked up at night for security.

Should the Council wish to authorize this new special event, the issuance of all necessary permits would be subject to the BIA first obtaining a Coastal Development Permit issued by the Planning Commission.

FISCAL IMPACT: The BIA would be billed for any staff overtime associated with the event, in addition to the permit fees. Therefore, there would be no fiscal impact to the City.

ATTACHMENTS:

1. Capitola Village on Icee Rink Final Drawing
2. Capitola Village on ICEE Special Event Permit Application
3. Artificial Ice Events Photo

Report Prepared By: Denice Pearson
Administrative Records Analyst

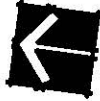
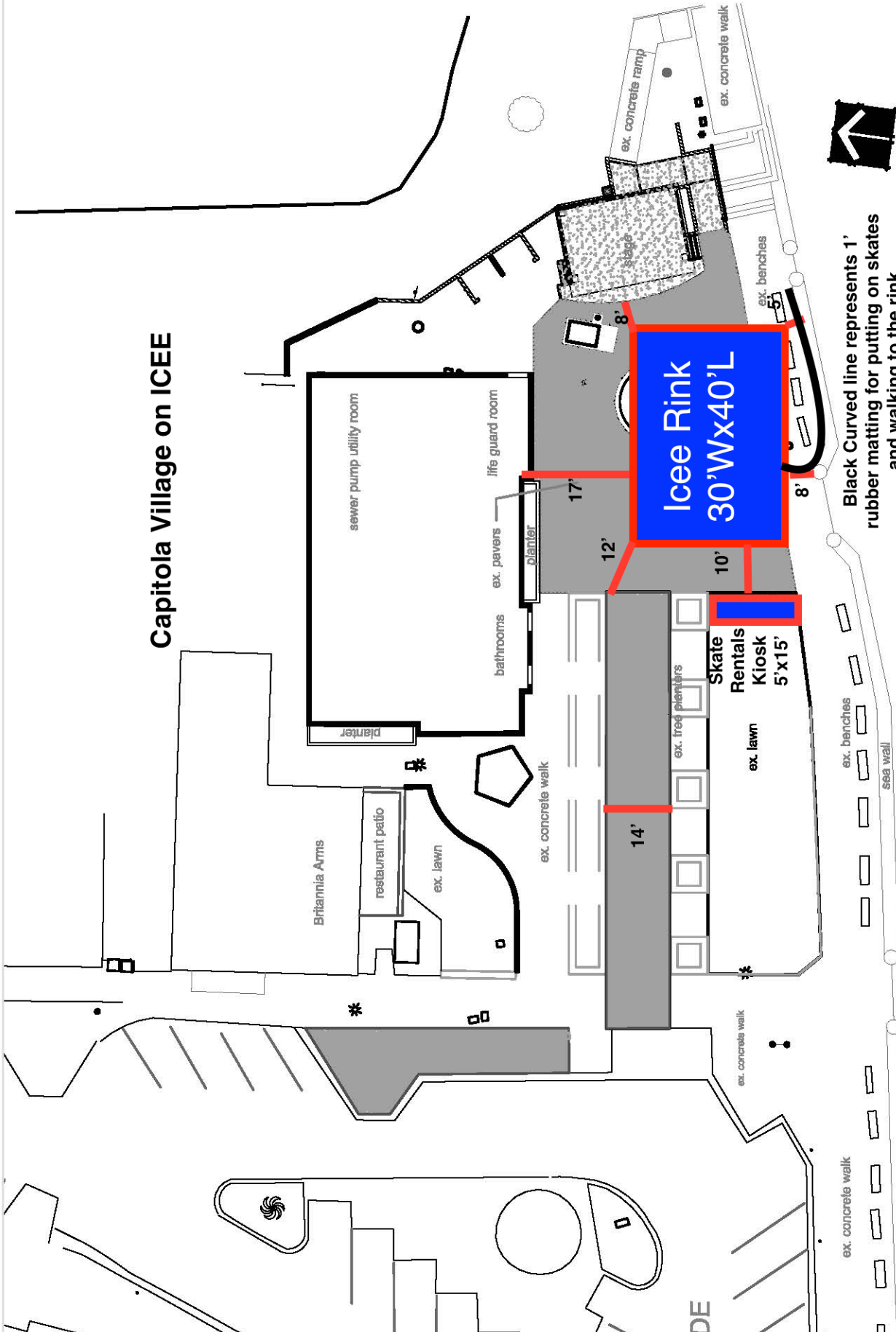
Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/18/2017

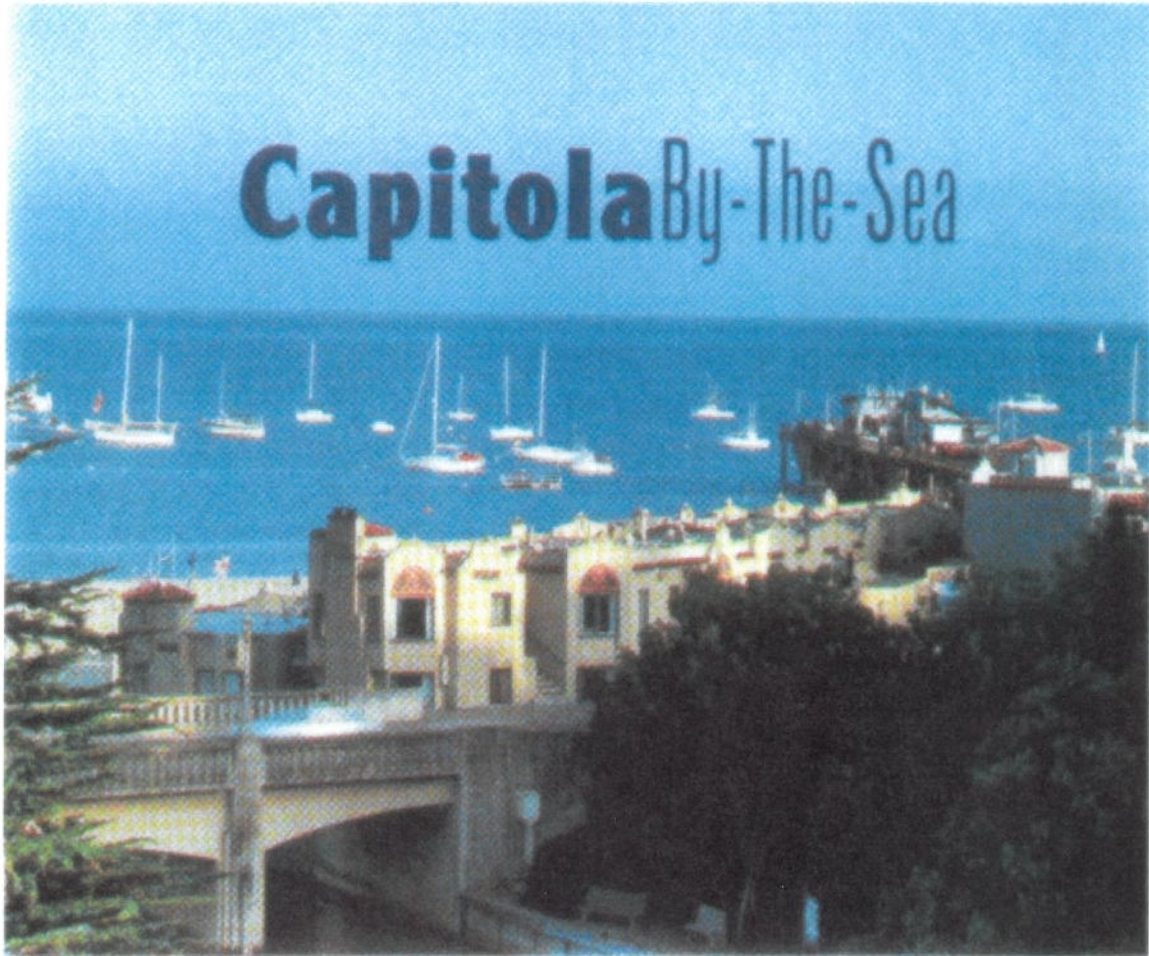
Capitola Village on ICEE



Black Curved line represents 1' rubber matting for putting on skates and walking to the rink

scale: 1" = 30' - 0"

GENERAL SPECIAL EVENT PERMIT APPLICATION



CITY OF CAPITOLA

Attachment: Capitola Village on ICEE Special Event Permit Application (Capitola Village on ICEE Special Event Permit)

SPONSORING ORGANIZATION AND APPLICANT INFORMATION

- Event Name: Capitola Village on ICEE
- Event Description: A pop-up synthetic ice skating rink sponsored by the BIA from December 15, 2017 through January 7, 2018
- Event Purpose: To provide locals and tourist with a holiday activity and in turn create a draw for the Capitola Village businesses in the winter season
- Sponsor: Capitola Village Wharf and Business Improvement Association (BIA)
- Sponsor's Address: 716 G Capitola Ave

	Street	
<u>Capitola,</u>	<u>California</u>	<u>95010</u>
city	state	zip code
- Sponsoring Organization's Phone: (650) 776-3866
- FAX Number: () E-Mail Address: corrie@capitolahotel.com
- Contact Person's Name: Corrie Sid
- Business Phone: (650) 776-3866 Cellular Phone: (650) 776-3866
- FAX Number: () E-Mail Address: corrie@capitolahotel.com

Will you be using a professional Special Event Organizer? No If yes, please include all foregoing information about the organizer on a separate sheet of paper and attach to your application.

EVENT INFORMATION

- Type of event: Run Festival Parade Sale Motion Picture Block Party
 - Other (specify): Ice Skating Rink
 - Event Location: Esplanade Park, in front of the Stage
 - Event Dates: 12/15/17 – 1/7/18 Anticipated Attendance: 40 skaters per session, 3 sessions per day, sessions are staggered
 - Web Site Information: capitolavillage.com E-Mail Address: corrie@capitolahotel.com
 - Will the public be invited? Yes
- Actual hours open to the public or "advertised" event hours:
- 7 days a week Session 1: 10:00 AM to 12:00 PM
 Session 2: 2:00 PM to 4:00 PM
 Session 3: 6:00 PM to 8:00 PM
 - Has this event taken place before? No Any changes to this event? Yes No
 - If yes, what changes? _____
 - If yes, please attach a copy of your last permit for this event, if available.
 - Will this event be promoted, advertised or marketed in any manner? Yes
 - Will there be live media coverage during your event? Yes
 - If yes, please explain: The BIA suspects local media would want to cover the only ice skating rink in Santa Cruz County. The BIA will advertise in local written media and will invite the media to cover our event. We suspect it will be a kick off media event on the first day.

- Are admission, entry or vendor participant fees required? Yes
- If yes, explain: Public admission fees: \$0.00 per person
 Participant entry fees: \$10.00 per person
 Participant Skate Rental Fees: \$5.00 per person
 Vendor fees: \$500.00 per booth

Number of vendors: 2-3

How many vendors are for profit? 2

How many vendors are nonprofit? 1

- \$37,465.32 Total estimated gross receipts, including tickets, product and sponsorship sales from this event. Explain how this amount was computed. Indicate amount per item.
\$0 Admission fees
\$500.00 Product fees
\$20,000.00 Sponsorship
\$10,800.00 Participant entry fees (at 25% capacity, 100% capacity would produce \$42,200 in entry fees, Calculated as follows; Max of 40 skaters per session, 3 sessions per day, 24 days of skating = 2880 skaters at \$15.00 per skater)
\$6,165.32 Other (Please specify): Fundraisers
- \$37,465.32 Total estimated expenses for this event.
\$5,000.00 Advertising
\$7,200.00 Wages, salaries
??? City services (police, fire, street closures)
\$3,125.00 Insurance
??? Business license fee
\$22,140.32 Other (Please specify): Ice Rink Rental and Delivery

Is the organization a "tax exempt, nonprofit" organization? Yes

- \$0 Projected amount of revenue the Sponsoring Organization(s) will receive as a result of this event.
- Specify the organization(s) to receive funding: _____

• City sponsorship requested? Yes If yes, please describe: The BIA requests security help with local police officers during operating hours and potentially some after hours of operation.

OVERALL EVENT DESCRIPTION

- Will a staging/setup/assembly location be required? Yes
- If yes, begin day/date: 12/14/17 Start time: After 12:00 PM
- Location: Esplanade Park, flat area in front of the stage
- Description of the scope of the setup/assembly work (Attach additional pages and drawings as needed): The artificial ice rink when complete will be about 30'x40' and is assembled in approximately 60 minutes. The rink is assembled by putting together in 4'x 8' interlocking panels. These panels are warp resistant, sunlight resistant, will not

degrade and are UV stable. Both top and bottom of the panels are made of the same material. Once the rink is set up, a smooth 1/2 thick top surface is applied allowing skaters to glide on the surface with the same ease as natural ice. See attached diagram.

A R T I F I C I A L I C E

How It Works

Our synthetic ice consists of a unique plastic polymer that best resembles the consistency of the world's largest white cutting board. Our outdoor, indoor, and anywhere ice skating rinks are fitted together like a giant jigsaw puzzle in 4' X 8' synthetic ice sheets. We then treat the ice panels with a lubricating solution that reduces contact friction and enhances the glide and speed of the skating experience.

★ WARP RESISTANT ★ SUNLIGHT RESISTANT ★ WILL NOT DEGRADE ★ UV STABLE ★

45" x 90" PANELS

Interlocking panel edges join together without screws or spline.

FULL PANEL VIEW

Special lubricating solution reduces friction & improves glide.

When skating on natural ice, the skate blade causes pressure which generates heat and melts the ice, creating a thin layer of water which is the source of that smooth skating glide. With our synthetic ice the skate blade creates the same heat, causing a release of the lubricants in the sprayed on solution which gives skaters the feel of skating on natural ice.

EYE LEVEL VIEW

1/2" THICK

Bottom of panels are interchangeable and have the same surface properties at the top side.

Ultra-smooth Top surface provides authentic ice-like feel.

Attachment: Capitola Village on ICEE Special Event Permit Application (Capitola Village on ICEE Special Event Permit)

- If yes, dismantle day date: 1/8/17 Completion time: Before 12:00 PM
- List the street(s) requiring closure as a result of this event. Include street names, day, date and time of closing and the time of reopening: No streets will need to be closed, but a delivery truck may need to drive between the potted trees to reach the designated area for the ice rink. We ask for the city's permission for this activity.

City of Capitola to conduct street closures as needed (cost to be specified)

- List street(s) requiring the posting of "No Parking" signs. Indicate days, dates, and times needed and an explanation of necessity for "No Parking" zone: None

NOTE: "No Parking" signs will be posted twenty-four hours in advance of required days, dates and time. Cost for the posting of "No Parking" signs will be specified upon review of the application by City staff.

OVERALL EVENT DESCRIPTION (continued)

- Attach a diagram (please try to make diagram reasonably to scale), showing the overall layout and setup locations. Using the letters below, indicate the site for these on your diagram.

- A Alcoholic and nonalcoholic concession
- B First-aid facilities
- C Tables and chairs
- D Fencing, barriers and/or barricades
- E Generator locations and/or sources of electricity
- F Canopies or tent locations
- G Booths, exhibits, displays or enclosures
- H Scaffolding, bleachers, platforms, stages, grandstands, related structures
- I Vehicles and/or trailers
- J Trash containers or dumpsters
- K Non-food vendor locations
- L Food concession and/or food preparation areas
- M Portable toilet location
- N Other related event components not covered above (describe separately)

- Please describe how food will be served at the event: _____
- Will food be cooked in the event area? No
- If yes, specify method: _____
- Does the event involve the sale or use of alcoholic beverages? No
- If yes, please describe: _____
- If alcohol is to be sold, how will the alcohol sales be regulated? _____
Please attach a copy of your ABC license

- Will there be items or services sold at the event? Yes
- If yes, please describe: We are thinking of creating a T-Shirt or Hat to sell at the rink... "I lceed Capitola Village" or something like that to help cover costs. We may also sell Glow toys or something like that.

Do the vendors have City of Capitola business licenses? Yes

OVERALL EVENT DESCRIPTION (continued)

Portable and/or permanent toilet facilities:

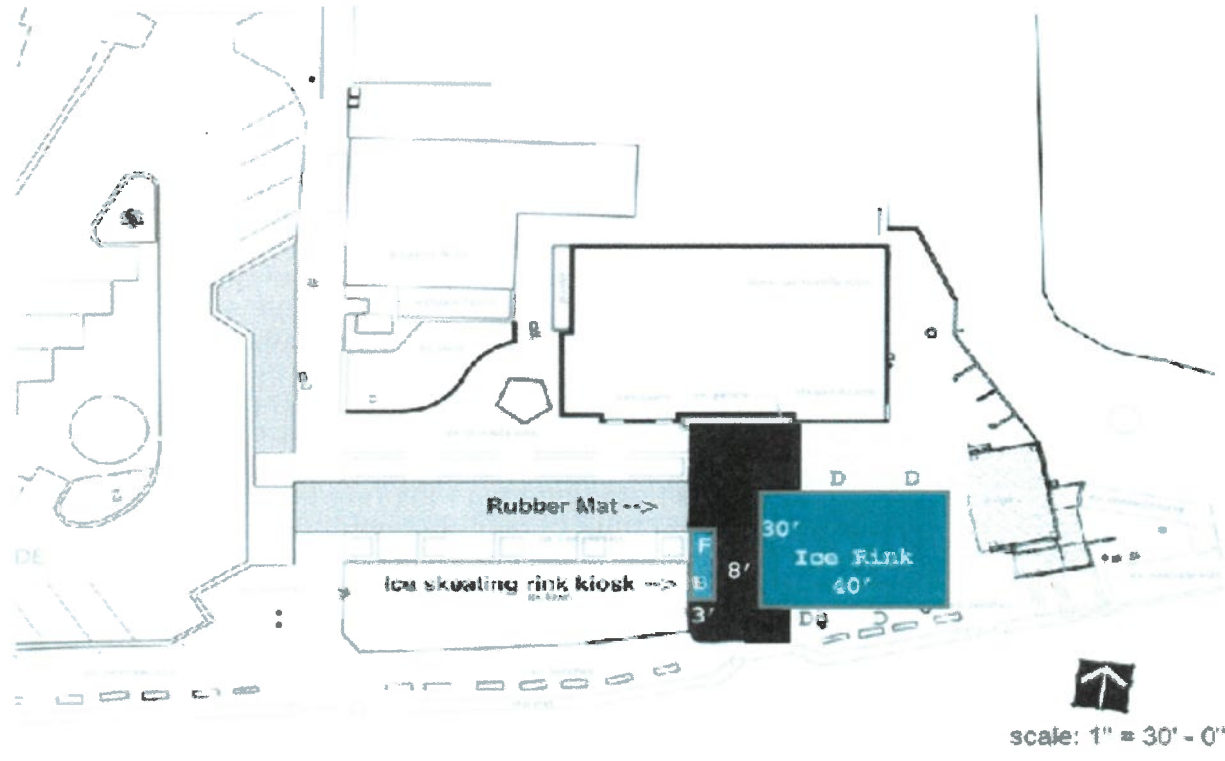
- Number of portable toilets: None, participants will use the city public toilets near the stage. (Recommended: 1 for every 250 people)
- Number of ADA-accessible toilets: 2 (Recommended: 10% of total toilets) (NOTE: Unless the Applicant can substantiate the availability of both accessible and non-accessible toilet facilities in the immediate area of the site, the above is required. Portable toilet facilities must be in place 24 hours in advance, cleaned and sanitized daily during the event, and must be removed by 8:00 a.m. the next business day following the event. Location sites for portable toilets must be pre- approved prior to installation.)
- Number of trash receptacles: 4
- Number of dumpsters with lids: 0 (Recommended 1 per 400 people)
- Number of recycling containers: _____ (Voluntary)
- Describe the plan for cleanup and removal of waste and garbage during and after the event: We will have staff that will clean up any trash immediately around the ice skating rink during and after each skate session.

(Note: It is the event organizer’s responsibility to dispose of waste and garbage daily throughout the term of the event, unless otherwise contracted with City staff, which will require a fee. Immediately upon conclusion of the event, the venue must be returned to a clean condition. Street sweeping can be arranged with City crews for an additional fee.)

PARKING PLAN – SHUTTLE PLAN – MITIGATION OF IMPACT

- Please provide a detailed description or diagram that indicates the proposed parking plan and/or shuttle plan for the event. Include a description of the parking plan/shuttle plan for the disabled. Participants will park as usual in the village. This event is during a time when the number of visitors to the Capitola Village are low and it is believed that parking will not be any more of an issue that it is in the summer
- Describe plan to notify those residents, businesses, churches, etc. that will be impacted by this event. The BIA will notify those impacted by this ongoing event by whatever means the city deems necessary. All forms of social media such as NextDoor, Facebook, Twitter, Instagram, as well as mailers, city council meetings, ads in the news paper, etc.

- Does this event involve a moving route of any kind along streets or sidewalks? No
- If yes, highlight your proposed route on a map, indicating the directions of travel, and provide a written narrative to explain your route and its impact.
- Does this event involve a fixed venue site? Yes
- If yes, highlight the site on the enclosed map, showing all the streets impacted by the event.



Attachment: Capitola Village on ICEE Special Event Permit Application (Capitola Village on ICEE Special Event Permit)

SAFETY - SECURITY

- Is there a professional security organization to handle security for this event? No
- If yes, please name security company: _____
- If no, do you wish to contract police services from the Capitola Police Dept.? Yes

(See fee schedule)

Security company's address: _____
stre
et

city

state

zip code

- Security Director's name: _____
- Security Director's phone number: (__) _____
- Security company's state license number: _____
- Security company's business license number: _____
- Security company's insurance carrier: _____ City or privately secured?
- On-site contact person (security supervisor): _____
- Any searches prior to entering? Yes No
- Bottle and can check? Yes No
- Metal detectors? Yes No
- How many security guards at each entrance? _____

Parking Lot Patrol (Private Security):

- Security company: _____
- Contact person (security supervisor): _____
- Number of security guards patrolling the parking lot: _____

Lighting:

- If this is an evening event, please state how the event and surrounding areas will be illuminated to ensure the safety of the participants and spectators. We will also have patio lights around the rink and some spot lights to light the rink at night. We will have a Christmas Tree on the stage as part of the BIA holiday event
- Medical: We will have staff working the skate rental booth who can contact help if needed. Each participant or guardian will sign a liability waiver.
- Indicate what arrangements have been made for providing first-aid staffing: We will ensure our staff have a first aid kit on site stocked and ready to go.

ENTERTAINMENT – ATTRACTION – RELATED EVENT ACTIVITIES

Is there any musical entertainment or amplified sound related to your event? Yes

If yes, what kind: There will most likely be low level holiday music playing during each ice skating session. There could be live music being performed on the stage during Saturday morning ice skating sessions. We may ask local school music groups to perform

Contact person's name: Corrie Sid Phone number: (650) 776-3866

Contact person's address: Capitola Hotel, 210 Esplanade, Capitola, CA 95010

Number of stages: 1 Number of bands: 3-4 school groups

Type of music: Holiday Sound amplification? Yes

If yes, start time: 10:30 AM Finish time: 12 PM

Have you applied for a sound permit? No (Refer to city ordinance 9.12.040)

Will sound checks be conducted prior to the event? No

If yes, do you wish to have the city provide the checks? No

Describe sound equipment that will be used: School age children might sing or use band instruments

Will fireworks, rockets or other pyrotechnics be used? No

If yes, name and phone number of pyrotechnic company: _____
_____ (____) _____

Describe (indicate dates, times and locations for launching and fallout areas):

Has a permit been issued? Yes No

Will there be any type of open flames used? No

If yes, please describe: _____

Will any signs, banners, decorations or special lighting be used? Yes

If yes, please describe: The ice rink has a special fencing around it that can house sponsorship banners. We will also have patio lights around the rink and some spot lights to light the rink at night. The BIA will have a Christmas Tree on the stage as part of the BIA holiday event
(Refer to city ordinance chapter 17.57)

Attachment: Capitola Village on ICEE Special Event Permit Application (Capitola Village on ICEE Special Event Permit)

INSURANCE REQUIREMENTS

INSURANCE

Applicant must provide insurance at the following minimal limits: \$1,000,000 (one million) combined single limit. (Two million for the annual Art and Wine Festival). This Certificate of Insurance must name the City as an additional insured throughout the event duration, including setup and breakdown. The Certificate of Insurance, including limits of insurance, must be received by the Special Events Coordinator by _____ to finalize this permit.

HOLD HARMLESS

The Applicant will, at its sole expense, provide the City with evidence of insurance for general liability and Worker's Compensation benefits for accidents or injuries that occur or are sustained in connection with the special event which is the subject of this permit application and contract. The Applicant agrees on behalf of itself and on behalf of its agents and employees that the Applicant will not make a claim against, sue, attach the property of, or prosecute the City or any of the City's agencies, employees, contractors or agents for injury or damages resulting from negligence or other acts, however caused, which might be asserted against the City in connection with actions taken by the City or the City's employees or agents in connection with this Special Event Permit. In addition, Applicant, on behalf of itself and its agents and employees, as well as its successors and assigns, hereby releases, discharges and holds the City harmless from, and indemnifies the City against, all actions, claims or demands Applicant, or Applicant's employees, agents, successors or assigns, or any third person now has or may hereafter have for personal injury or property damage resulting from the actions of the Applicant, the Applicant's employees or agents, or any other person under the control of the Applicant, taken pursuant to this Special Event Permit whether said actions are characterized as negligent or intentional.

Applicant Signature: Corrie Sid

ADVANCED CANCELLATION NOTICE REQUIRED

If this event is cancelled, notify the Special Events Coordinator at (831) 475-4242.

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief, that I have read, understand and agree to abide by the rules and regulations governing the special event under Capitola Municipal Code, and that I understand that this applications is made subject to the rules and regulations established by the City Council and/or the City Manager or the City Manager's designee. I agree to comply with all permit conditions and with all other requirements of the City, County, state and federal governments and any other applicable entity that may pertain to the use of the event premises and the conduct of the event. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization and, therefore, agree to be financially responsible for any costs and fees that may be incurred by or on behalf of the event to the City of Capitola.

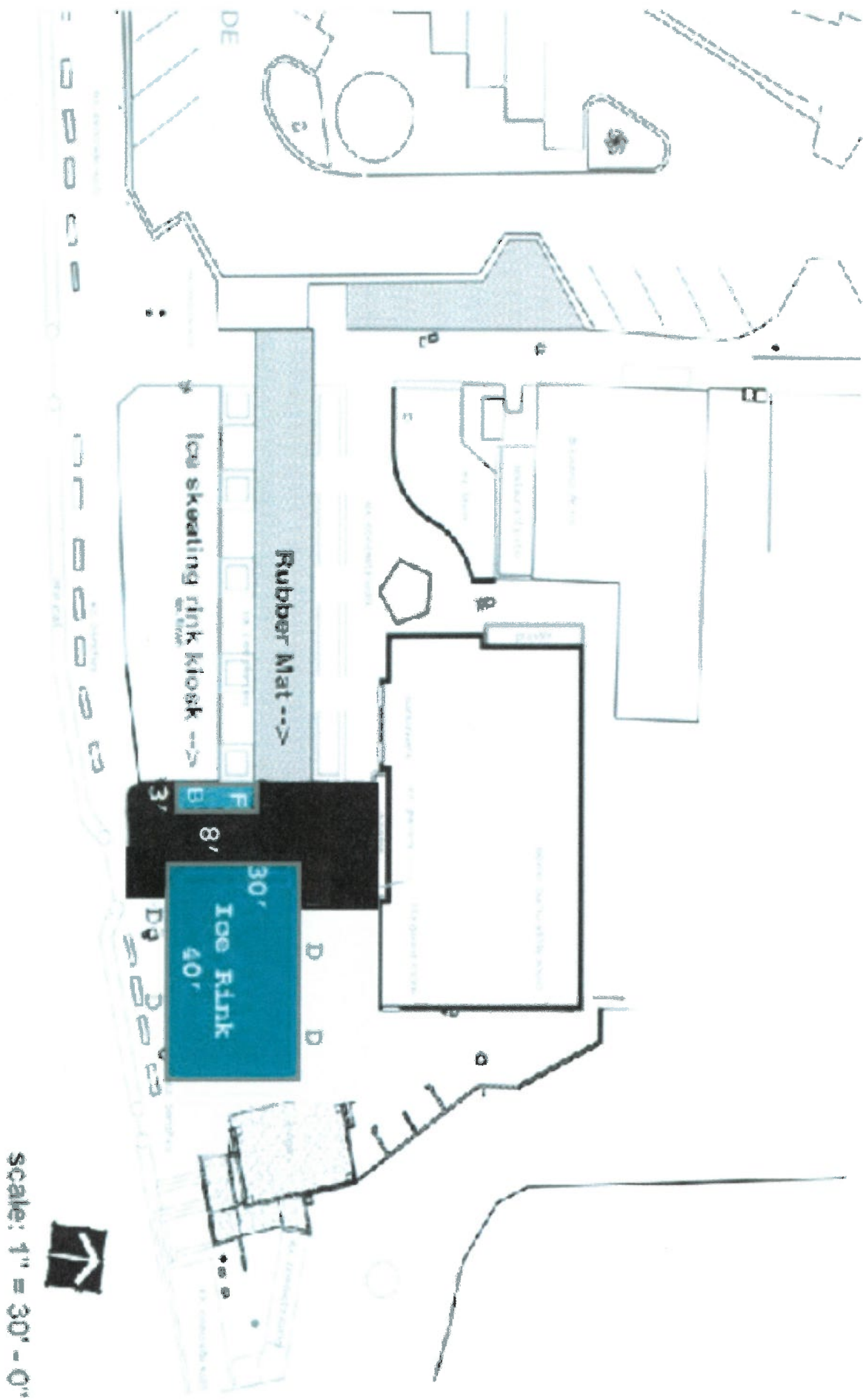
Name of Applicant (print): Corrie Sid

Title: Vice Chair of the BIA

Signature of Applicant: Corrie Sid Date: 6-23-17

Submit to Capitola PD

Attachment: Capitola Village on ICEE Special Event Permit Application (Capitola Village on ICEE Special Event Permit)



Capitola Village Wharf & Business Improvement Association, Inc

Total Premium: \$3125.00

Total premium includes: Accident Coverage, General Liability and \$175.00 processing fee.
Please see below for optional coverages.

ACCIDENT COVERAGE

Eligibility: All Participants & Staff of the Policyholder's Event

Benefits: \$10,000.00 Maximum Medical Benefit per Claim
\$2,500.00 Accidental Death/Dismemberment Benefit per Claim
\$100.00 Deductible Primary
Coverage
Dental Benefit: Included in maximum medical benefit Benefit
Period: 52 Weeks

Policy Term: 12/15/2017-1/8/2018 12:01am
Carrier: United States Fire Insurance Company (Admitted) (A XIII AM Best)
Premium: \$690.00 (fully earned at inception)

GENERAL LIABILITY COVERAGE (Requires Accident Coverage)

General Aggregate	\$2,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$300,000
Medical Expense	\$5,000
Deductible per Claim	-0-

Policy Term: 12/15/2017-1/8/2018 12:01am
Carrier: United States Fire Insurance Co. (Admitted) (A Excellent XIII A.M. Best)
Premium: \$2260.00 (fully earned at Inception)
Policy Fee: \$175.00

Inclusions/Program Highlights:
Occurrence-Form Policy
Coverage issued through Sports & Recreation Providers Assn Purchasing Group
Coverage Included for Claims by Athletic Participants

Exclusions: Access or Disclosures of Confidential or Personal Information and Data-Related Liability, War, Terrorism, Expected or Intended Injury, Sexual Abuse/Molestation, Asbestos, Nuclear Energy, Total Pollution, Fungi or Bacteria, Aircraft or Watercraft, Pyrotechnics, Employment Related Practices, Communicable Disease (Hepatitis, TSE, HIV, HTLV, or AIDS) Lead Liability.

in addition, scheduled activities exclusion endorsement applies: Mechanical Bucking Devices: including Multi Ride Attachments, Zip Line, Trampolines, & Permanent Rock Wall Structure.

OPTIONAL COVERAGES

Attachment: Capitola Village on ICEE Special Event Permit Application (Capitola Village on ICEE Special Event Permit)

Increased Aggregate Limit

Option 1: The General Aggregate and Products/Completed Operations Limit can be increased to \$3,000,000 for an additional premium.

Option 2: The General Aggregate and Products/Completed Operations Limit can be increased to \$4,000,000.00 for an additional premium.

Option 3: The General Aggregate and Products/Completed Operations Limit can be increased to \$5,000,000 for an additional premium.

Abuse/Molestation Sublimit

Coverage for claims of Abuse/Molestation with limit of \$100,000 per Occurrence/\$100,000 Aggregate can be added for additional premium of \$1,000.00 (fully earned at inception).

Hired/Non-Owned Auto Liability Coverage

Option: \$1,000,000 Hired/Non-Owned Auto Liability Coverage is available for additional premium subject to a Minimum Premium of \$850.00 and our receipt and approval of our Hired/Non-Owned Auto supplemental application. Please contact me if you would like this application.

Additional Insureds

Additional insured's must be submitted, approved and issued by our office. Submission must include the entity name, full mailing address and insurable interest for each Additional Insured. Additional Premium may apply.

PNC & WOS

Option 1: Primary and non-contributory wording endorsement can be added for an additional \$100 per additional insured needed (fully earned at inception).

Option 2: Waiver of subrogation endorsement can be added for an additional \$100 per additional insured needed (fully earned at inception).

Excess Liability Coverage

Follow form excess limits may be available upon request and carrier approval. Please contact with any inquiries.

The policy to which this premium applies is not subject to cancellation unless request to cancel is received 30 days prior to the event.

THIS QUOTE IS VALID FOR THIRTY (30) DAYS. PLEASE CONTACT US WITH ANY Quote
QUESTIONS. THANK YOU!

9.A.3

Attache

Packet Pg. 109



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: Capitola Police Department

SUBJECT: Consider Extending Red-Light Photo Enforcement Contract

RECOMMENDED ACTION: Extend the existing contract with American Traffic Solutions (ATS) for red-light photo enforcement services for a period of two years and authorize the city manager or his designee to sign the agreement.

BACKGROUND: Since 2005, the City of Capitola has been utilizing a red-light photo enforcement system on 41st Avenue through American Traffic Solutions (ATS). In May of 2012, the Capitola City Council authorized the City Manager to enter a new contract with ATS to continue the photo enforcement program. That 2012 agreement includes a base five-year term, through December 6, 2017, and a two-year automatic extension option (2018-2019) unless the City opts out of the contract. The program monitors the southbound approaches of the intersections at 41st Avenue and Clares Street and 41st Avenue at the Capitola Mall entrance.

DISCUSSION: Traffic safety has clearly been identified as one of the top City priorities. The photo enforcement program was implemented to enhance traffic safety, reduce traffic collisions related to red light violations, and increase driver awareness. The program has operated for the past 12 years, which provides historical perspective on the functionality and success of the system.

Based upon the citation and collision data, staff believes that photo enforcement has changed driving behavior, resulting in a large percentage of the driving population complying with the law, and creating safer intersections at 41st Avenue and Clares Street and at the main entrance to the mall.

Since red-light photo enforcement began at 41st Avenue and Clares Street and 41st Avenue at the mall entrance, traffic accidents have dropped by 74 percent and 94 percent at each intersection respectively. Overall, the accident rate on 41st Avenue in the City has decreased by 43 percent since the program was initiated in 2005. Attachment 4 shows the accident data from the two photo enforcement intersections using pre-installment (2005) and post-installment data.

The installation of the photo enforcement, combined with other efforts have collectively contributed to the reduction in collisions and the enhancement of safety at the busiest corridor in the City of Capitola. This reduction in accident rates is consistent with national data regarding the effectiveness of red-light cameras.

A total of 6,600 red-light camera "events" were viewed in 2016, with 820 photo enforcement

Red-Light Photo Enforcement
August 24, 2017

violations (12 percent) issued. This equates to approximately 68 photo-enforcement-issued citations each month.

Since the inception of the program, Capitola police officers who review photo enforcement violations have incorporated a “spirit of the law” approach when considering the issuance of a citation. Considerations such as prosecutorial issues, photographic evidence, driver intent (if known), and others are assessed prior to the officer issuing a citation to the identified driver.

The overall recidivism rate is only 3 percent, which means 97 percent of all violators who receive a citation do not commit a second violation. The low rate of repeat behavior since the inception of the program is another signal of the positive change in driver behavior, and a strong indicator of the success of the program.

Although the contract remains “cost neutral” to the City, the monthly cost for the system is approximately \$5,100 per approach, or \$10,200 for both intersections. An additional cost of \$295 per month is incurred for four-way video surveillance of the intersections. The current contract between the City and ATS stipulates that if the City does not collect \$10,495 per month for red-light violations, the City need only pay the vendor the amount collected. Monthly photo enforcement citation revenues over \$10,495 are retained by the City, however revenues from the program have never exceeded that amount since program inception.

The State Legislature and the County of Santa Cruz Superior Court establish the fine amount for a red-light violation, currently \$489 or \$541 with traffic school. The fine is the same regardless of whether the enforcement is conducted by a photo enforcement system or not. Revenues from photo enforcement citations are distributed between the State of California, the County of Santa Cruz, and the City of Capitola. The City receives 30 percent of the fine amount, or approximately \$147 per maximum fine.

Overall the partnership between the City and ATS has been successful, with ATS providing high-level professional support and system integrity. In addition, ATS’s ongoing training and customer support have kept the photo enforcement program operating with efficiency and effectiveness.

Staff recommends the City Council approve extending the current contract with ATS for a period of two years and authorize the city manager or his designee to execute this agreement.

FISCAL IMPACT: The red-light photo enforcement system continues to be cost neutral to the City. Payments to ATS come from the revenues generated by red light violations, which are collected by the court and forwarded to the City. Staff overtime costs associated with the program are deducted prior to final reconciliation of payment to ATS. The FY 2017/18 budget reflects contract costs and revenue of \$75,000 for the year.

ATTACHMENTS:

1. 2007 ATS Contract
2. 2012 ATS Contract - 1st Amendment
3. Citations Issued
4. Collision Data

Report Prepared By: Denice Pearson

Red-Light Photo Enforcement
August 24, 2017

Administrative Records Analyst

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/17/2017

PROFESSIONAL SERVICES AGREEMENT

“AGREEMENT”

THIS AGREEMENT made this December 7, 2007 between AMERICAN TRAFFIC SOLUTIONS, LLC. (herein "ATS"), a limited liability company duly registered under the laws of the State of Delaware with its principal place of business at 14861 North Scottsdale Road, Suite 109, Arizona, County of Maricopa, State of Arizona, and the City of Capitola, herein "City", a municipal corporation of the State of California with principal offices at 420 Capitola Avenue, Capitola, California 95010.

WITNESSETH:

WHEREAS, ATS has the exclusive knowledge, possession and ownership of certain equipment, licenses, and processes, referred to collectively as the "Axis™ System" (herein "Axis™"), and

WHEREAS, City desires to explore the use of the Axis™ to monitor red light violations, traffic speed or other traffic movements and to issue citations for traffic violations.

NOW THEREFORE, the parties agree:

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

"Citation" means a citation issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by Axis™.

Attachment: 2007 ATS Contract (Red-Light Photo Enforcement)

"Person" or **"persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"Dual Stationary Camera System" means a photo-traffic monitoring device consisting of frontal and rear camera(s), where needed, and a traffic monitoring device capable of accurately detecting a traffic infraction and which records such data on at least two images of such vehicle and a single image of the driver of the vehicle. Dual Stationary Camera System shall, where the sense requires, also include any enclosure or cabinet in which the Axis™ is stationed.

"Approach" is defined as one direction of travel of one or more lane on a road or a traffic intersection.

"Violation" means failure to obey an applicable traffic law or regulations, including, without limitation, failure to obey a traffic signal, operating a motor vehicle in excess of the posted speed limit, and operating a motor vehicle without displaying a valid license plate.

"Operational Time" means the actual time that a Dual Stationary Camera System is monitoring traffic.

2. ATS AGREES TO PROVIDE:

The scope of work identified in Exhibit A.

3. CITY AGREES TO PROVIDE:

The scope of work identified in Exhibit B.

4. TERM AND TERMINATION:

a. The term of this Agreement shall be for three (3) years beginning on the execution date and shall automatically be extended for an additional two

(2) year period on the anniversary, unless the City shall notify ATS in writing, at least sixty (60) days prior to the anniversary of its intention to terminate this Agreement.

The Contractor's services may be terminated:

By mutual consent of the parties; or

For cause by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party provides written notification to the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving notice.

b. Upon termination of this Agreement, either for breach or because it has reached the end of its term, the parties recognize that the City will have to process traffic law violations in the "pipeline," and that ATS accordingly must assist the City in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: The City shall cease using Axisis™, shall assist ATS to reacquire all equipment within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless directed by the City not to do so, ATS shall continue to process all images taken by the City before termination and provide all services associated with processing in accordance with this Agreement, and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

5. FEES AND PAYMENT:

City shall pay for all equipment, services and maintenance based on the pricing indicated in Exhibit C, ("Fees").

The City shall pay all fees due ATS based upon invoices received from ATS, which will be reconciled by Police Department staff, working with ATS accounting staff and verified by the City's Finance Department. Staff will utilize Santa Cruz County Red Light Photo Enforcement Fine Collection data and distribution reports provided to the city by the county for each billing period.

During the duration of this agreement, ATS will warrant that the City will have no financial loss with respect to fees paid to ATS. The fixed service fee will be adjusted monthly if project revenues (collected) do not cover the ATS fixed service fee. Additionally, ATS agrees to allow the City to recover the following administrative costs associated with the photo red light enforcement system: Police Department staff overtime associated with processing citations, conducting appeal hearings, attending traffic court and Finance staff's time needed to review the pertinent reports by the city, county and courts, not to exceed \$800 per/month, unless mutually agreed to by both parties. These costs shall be recovered as a reduction from the amount due to ATS per ATS invoice(s). "In the event that the Courts provide a true up of revenues to the City, ATS is entitled to receive the sum of actual earnings up to the applicable amount of service fees for the Dual Stationary Camera System(s) less reimbursable City expenses."

6. MATERIALMAN LIENS:

In the event ATS fails or neglects to pay for any product installation, maintenance or other obligations incurred under this Agreement and a demand or request is made on the City for payment, the City shall have the right to make such payments and deduct the sum from any amount that may be due to ATS, following written notification to ATS, with a reasonable opportunity for ATS to correct or defend the alleged failure to pay. The City's decision to take such action in one situation shall not create an obligation on the part of the City to take similar action in another situation,

nor shall it constitute a waiver of the City's right to prosecute any other legal remedy it may have against ATS.

7. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by ATS through operation of the Axisis™ shall be made available to the City at any time during ATS's normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of City's obligation under this Agreement.

8. CONFIDENTIAL INFORMATION:

No information given by ATS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by ATS; provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Public Records Act" or similar laws, insofar as they may be applicable. ATS shall not use any information acquired by this program with respect to any violations or the City's law enforcement activities for any purpose other than this program.

9. OWNERSHIP OF SYSTEM:

It is understood by the City that the Dual Stationary Camera System being installed by ATS is, and shall remain, the sole property of ATS, unless separately procured from ATS. The System is being provided to City only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE:

ATS shall at all times comply with all federal, state and local laws, ordinances and regulations and shall comply with the maintenance procedures and manufacturer recommendations for operation of the Axisis™ equipment which affect this Agreement, and shall indemnify and save

harmless the City against any claims arising from the violation of any such laws, ordinances and regulations or any claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the negligence of willful misconduct of ATS, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of City.

ATS shall maintain the following minimum scope and limits of insurance:

- 1) Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall include the City, its officers, directors, employees, and elected officials as additional insured's for liability arising from ATS's operation.
- 2) Workers Compensation as required by applicable state law, and Employers' Liability insurance with limits of not less than \$1,000,000 each accident; ATS shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of City.
- 3) Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by ATS with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

The City and its officers and employees, shall be named as additional insured on the comprehensive general liability policies provided by ATS under this Agreement. ATS shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name the City and its officers, employees, and authorized volunteers.

Certificates showing ATS is carrying the above described insurance, and evidencing the additional insured status specified above, should be furnished to the City within thirty calendar days after the date on which this Agreement is made. Such certificates shall show that the City shall be notified of all cancellations of such insurance policies. ATS shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as the City is a body politic and corporate, the laws from which City derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, the City may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. The City shall be responsible for vehicle insurance coverage on any vehicles driven by City employees. (The city does not have "vehicle insurance coverage." Instead, the City has a general liability insurance policy.) Coverage will include liability and collision damage.

11. CORRESPONDENCE BETWEEN PARTIES:

All notices required to be given under this Agreement shall be deemed given when mailed by first class mail, addressed to the proper party to the address set forth on the first page of this Agreement.

12. STATE LAW TO APPLY:

This Agreement shall be construed under and in accordance with the laws of the State of California.

13. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both parties, followed if necessary within thirty (30) days by professionally assisted mediation. Any mediator so designated must be

acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The parties will share the fees and expenses of the mediator equally.

a. Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be Phoenix, Arizona. The party seeking discovery will permit limited discovery in connection with the arbitration upon agreement of the parties or upon a showing of substantial need. The arbitrator’s decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing party’s actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such

share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

14. ADDITIONAL SERVICES:

Additional systems and services may be added to this agreement by mutual consent of the parties in writing as an addendum to this agreement. All other terms and conditions shall remain the same.

15. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as of such invalid, illegal, or unenforceable provision had not been contained herein.

16. PRIOR AGREEMENT SUSPENDED:

This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

17. AMENDMENT:

No amendments, modifications, or alterations of the terms hereof shall be binding unless made in writing, dated subsequent to the date of this Agreement and duly executed by the parties.

18. NO AGENCY:

ATS is an independent contractor providing services to the City and the employees, agents and servants of ATS shall in no event be considered to be the employees, agents, or servants of the City. This contract is not intended to create an agency relationship between ATS and the City.

19. TAXES:

In the event that any excise, sales or other taxes are due relating to this service contract, the City will be responsible for the payment of such taxes.

20. NOTICES:

Any notices or demand which under the terms of this Agreement or under any statute must or may be given or made by ATS or City shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

City of Capitola
420 Capitola Avenue
Capitola, CA 95010

American Traffic Solutions, LLC.
14861 N. Scottsdale Rd, Suite 109
Scottsdale, AZ 85254

Attention: Police Chief

21. DRUG-FREE WORKPLACE:

ATS hereby certifies that:

A drug-free workplace will be provided for ATS employees during the performance of this Agreement; and

This Agreement may be suspended, terminated, or debarred if it is determined that ATS has made false certification herein above; or ATS has violated such certification by failure to carry out any requirements as outlined within this Article.

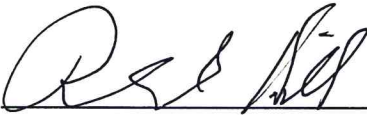
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the City.

AMERICAN TRAFFIC SOLUTIONS, LLC.



Adam E. Tuton, Manager

CITY OF CAPITOLA



City Manager

ATTEST:

n/a 
Recorder 12-7-07

Attachment: 2007 ATS Contract (Red-Light Photo Enforcement)

Exhibit A
ATS SCOPE OF WORK

- a) Axisis™ RLC-300 Red Light Stationary Camera Systems in the quantities indicated on Exhibit D;
- i) ATS shall install the Dual Stationary Camera System at south bound 41st Avenue at Clares Street and on 41st Avenue at the southbound entrance to the main Capitola Mall entrance, the parties may agree from time to time to add, subtract or modify locations where the System shall be installed and maintained. A Dual Stationary Camera System installed at a location shall be in operation for a minimum of one year at that location, unless the parties agree otherwise in writing.
 - ii) Each Stationary Camera System shall operate on a 24-hour basis, barring downtime for maintenance
 - iii) An automated web-based citation processing program (Axisis™ VPS) including image processing, mailing of a citation with color images, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing citations. Each citation shall be delivered by First Class mail to the registered owner within the statutory period. Subsequent notices may be delivered by First Class or Certified Mail (return receipt requested) or by process servers for additional compensation to ATS as agreed by the parties.
 - iv) ATS will transmit an electronic file to the City with periodic updates of all citation notices issued, and will update the status of all accounts based on disposition information provided by the City, indicating payments received or cases otherwise closed, dismissed or resolved.
 - v) In-state vehicle registration information necessary to issue citations resulting from the Axisis™ assuming ATS is named as an agent and the State provides registration data at no cost to the City for ATS.
 - vi) To the City prosecutor/hearing officer, one Evidence Package, typically including a set of images with related documentation for each citation issued;
 - vii) Necessary training for persons person designated by the City;

- viii) Expert witness as reasonably necessary to establish judicial notice, i.e. the accuracy, technical operations, and effectiveness of the Axisis™ for contested citations. After establishment of judicial notice, the City may request the presence of expert witnesses. Expert witness fees will be billed to the City on a time and expense basis;
- ix) ATS shall submit to City a monthly report of Axisis™ results within fifteen business days of the end of each calendar month. The report shall include the following information:
 - x) Total number of violation events.
 - xi) Total number of actionable violation events.
 - xii) Total number of citations sent.
 - xiii) Total citations paid.
 - xix) Performance Statistics by Location.
 - xv) Such reports of ongoing operations as are required pursuant to Subparagraph h, above, or such other reports and documents as are mutually agreed upon between ATS and the City.
 - xvi) Routine maintenance and cleaning of Dual Stationary Camera Systems.
 - xvii) ATS agrees to commence the installation of the Systems within 14 days after all aforementioned permits have been approved (the date all permits are approved shall hereinafter be referred to as the "Approval Date"). The Approval Date shall be marked by the issuance of a signed writing from ATS to City, stating that all permits have been approved.
 - xviii) ATS agrees to have all installation work completed and have the Systems fully operational no later than 120 days from the Approval Date.
 - xix) Where and when possible, ATS agrees to use existing street furniture, poles, available conduit and existing power for the purposes of installing and operating the Systems.
 - xx) The time schedule may be extended by reason of delay, changes, additions, deletions, or other reasons if approved by the City in writing, or without written approval by the City if the delay is caused by an event of Force Majeure.

**Exhibit B
City Scope of Work**

- a) The City agrees to make standard court appearances regarding general violation court challenges.
- b) The City will carefully review each potential violation to determine in its sole Authority which violations will be issued as citations. Axisis™ will apply an electronic signature to each approved citation.
- c) The City or County will provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- d) The City agrees to make reasonable efforts to prosecute each citation filed, and provide customary fine collection services for all final dispositions.
- e) The City will assist in working with the Court in setting up the transmission of an electronic file to ATS with daily updates of all citation disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved.
- f) City will provide a project manager with authority to execute City responsibilities under the Agreement.
- g) City shall direct its departments to cooperate with ATS with respect to required systems integration and program implementation.
- h) The City agrees to use due diligence in working with ATS to acquire in a timely manner the necessary permits (e.g., but not limited to, an encroachment permit), approvals and other necessary documentation, from the City (and the State, if necessary) to enable the Axisis™ installation after the submission of the plans.
- i) City shall provide permits at no cost to ATS.
- j) City shall provide power and access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Dual Stationary Camera System.
- k) In those instances where damage to the Dual Stationary Camera Systems or sensors is caused by a third party working for the City or by the City or authorized agent due to scheduled or unscheduled road construction or repair, ATS will provide an estimate of the cost of repair. Upon authorization to proceed with the repairs or

replacement, ATS shall replace or repair any damaged equipment and invoice for pre-approved repair cost.

- I) The City shall provide a letter for the Violation Processing subcontractor to use with the Department of Motor Vehicles indicating that the ATS is acting as an Agent of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. § 2721, Section (b) (1).

Exhibit C
Service Fees

The City agrees to pay ATS a monthly Service Fee for those selected services itemized below:

Monthly Service Fee per Approach

Cost Element	Monthly fee
<input type="checkbox"/> Axis RLC-300 Red Light Camera System monitoring front and rear images up to 4 lanes, image processing, data entry, California registered owner acquisition, final quality control review, access to web-based Axis VPS for Police Review, 1 st notice printing in color, postage and mailing, electronic notice file transmission to court system, evidence packages for scheduled hearings.	\$5,100
<input type="checkbox"/> Option A – Axis LIVE digital video system for monitoring up to 4 directions of travel at one intersection. Digital video will be internet accessible for remote police and court viewing.	\$ 295
Sub total	\$5,395
Other Services	
<input type="checkbox"/> Option C – Axis E-Payment Portal for Electronic and Phone-based IVR payments – online access convenience fee charged to user.	\$0
<input type="checkbox"/> Option D – Identifying out-of-state registered owners and mailing violation notices: \$3.00 per mailed citation except for AZ and NJ, which is \$7.00 (State access charges billed monthly).	
TOTAL MONTHLY SERVICE FEE	\$5,395

If a camera system is no longer generating adequate violations to cover the service fee, the ATS will consult with the City to determine an alternative location. The fee to move a camera from one location to another without mutual agreement is \$25,000.

The above Service Fees are maximum fees. In no case shall monthly fees exceed fines collected by the City.

**Exhibit D
Initial Camera Locations
Stationary Camera Systems**

An Approach is defined as one direction of travel of one or more lane on a road or a traffic intersection.

The sites where the Dual Stationary Camera Systems will be installed were selected after a careful analysis by the City Police, or the Traffic Engineering Department, or both, and ATS engineers. Based on that analysis, the City and ATS has determined that each of these intersections have a high incidence of intersection collisions, there is an extreme difficulty in identifying violators, and that other traffic light changes/modifications would be ineffective in resolving these problems. Accordingly, the City determined that photo enforcement was the best solution to the dangers posed by these intersections.

The City approves that ATS install Dual Stationary Camera Systems at the following intersection(s) and to monitor the identified lanes:

Camera Location or Intersection Approach	Straight Through Lane	Left Turn Lane	Right Turn Lane
41 st Avenue at Capitola Mall Entrance Southbound	X	X	X
41 st Avenue at Clares Street, Southbound	X	X	X

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("First Amendment") is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona 85282 and the City of Capitola ("City"), a municipal corporation of the State of California with principal offices at 420 Capitola Avenue, Capitola, California 95010.

RECITALS

WHEREAS, on December 7, 2007, the City and ATS entered into a Professional Services Agreement for the City's use of the Axisis™ System to enforce traffic violations (the "Agreement"); and

WHEREAS, the current term of the Agreement will expire on December 6, 2012; and

WHEREAS, Section 17 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Subsection 4.a. is hereby deleted in its entirety and replaced with the following:
 - a. The term of this Agreement shall be extended by five (5) years, expiring on December 6, 2017, and shall automatically be extended for an additional two (2) year period, unless either party notifies the other party in writing, at least sixty (60) days prior to expiration of the then-current term, of its intention to terminate this Agreement.

The Contractor's services may be terminated:

- (i) By mutual consent of the parties; or
 - (ii) For cause by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection is subject to the condition that the terminating party provides written notification to the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving notice.
3. Section 5 is hereby deleted in its entirety and replaced with the following:

City shall pay for all equipment, services and maintenance based on the pricing indicated in Exhibit C, ("Fees").

The City shall pay all fees due ATS based upon invoices received from ATS, which will be reconciled by Police Department staff, working with ATS accounting staff and verified by the City's Finance Department. Staff will utilize Santa Cruz County Red Light Photo Enforcement Fine Collection data and distribution reports provided to the city by the county for each billing period.

Flexible Payment Plan. During the term of the Agreement, payments by the Customer may be made to ATS under a Flexible Payment Plan if the total funds collected by the Program are insufficient to cover the Fees due ATS. Under the Flexible Payment Plan, the Customer may defer certain payments due and owing to ATS during the term of the Agreement. If at the end of the term sufficient funds have not been collected by the Customer to pay the accrued balance then due to ATS, ATS agrees to waive its right to recovery with respect to any balance owing to ATS at the end of that term.

This Flexible Payment Plan will be applied as follows: ATS will maintain an accounting of any net balances owed ATS each month during the term. If the total amount of funds collected from all Camera Systems combined during a month exceeds the amount of the ATS invoice for the same month, the Customer shall pay ATS the total amount due on the invoice. If the total amount of funds collected from all Camera Systems combined during a month is less than the amount of the ATS invoice for the same month, the Customer shall pay ATS only the amount collected during the same month and Customer may defer payment of the remaining balance. If opting to use a Flexible Payment Plan, Customer will provide ATS with sufficient information about payments received directly by the Customer or by the Courts to accurately determine the amount of funds collected. Payments due ATS shall be reconciled by applying funds collected in subsequent months, first to the accrued balance and then to the subsequent monthly invoice. If at any time the ATS invoices, including any accrued balance, are fully repaid, the Customer will retain all additional funds collected. Such additional funds (whether reserved in cash or not by the Customer) will be available to offset future ATS invoices during the term of the Agreement. Customer agrees and understands the Flexible Payment Plan shall be applied in the aggregate across all installed Camera Systems and will not be applied on a per camera basis or on a per month basis.

Example: Fee of \$4,750 per Camera System per month and four (4) cameras installed. If during Month 1 camera #1 revenue is \$5,000, camera #2 revenue is \$3,500, camera #3 revenue is \$6,000 and camera #4 revenue is \$3,500, the total revenue from the cameras for the month is \$18,000. ATS would invoice Customer for \$19,000 (\$4,750 x 4 Camera Systems). However, Customer would only be required to pay \$18,000 in Month 1 and the \$1,000 deficit would carry over to subsequent months. If in Month 2 the combined revenue from the 4 cameras was \$28,000, ATS would invoice the Customer \$20,000 (i.e., the \$1,000 deficit from the prior month plus the \$19,000 monthly fee for the 4 Camera Systems). The Customer is not responsible for any deficit balance fee at the end of the term of the Agreement.

4. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
5. The provisions of the Agreement, as amended by this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
6. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
7. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, effective on the date of execution by the last signatory below.

CITY OF CAPITOLA

By: [Signature] 5/10/12
Mayor or City Manager Date

ATTEST:

By: [Signature] 5-21-12
City Clerk Date

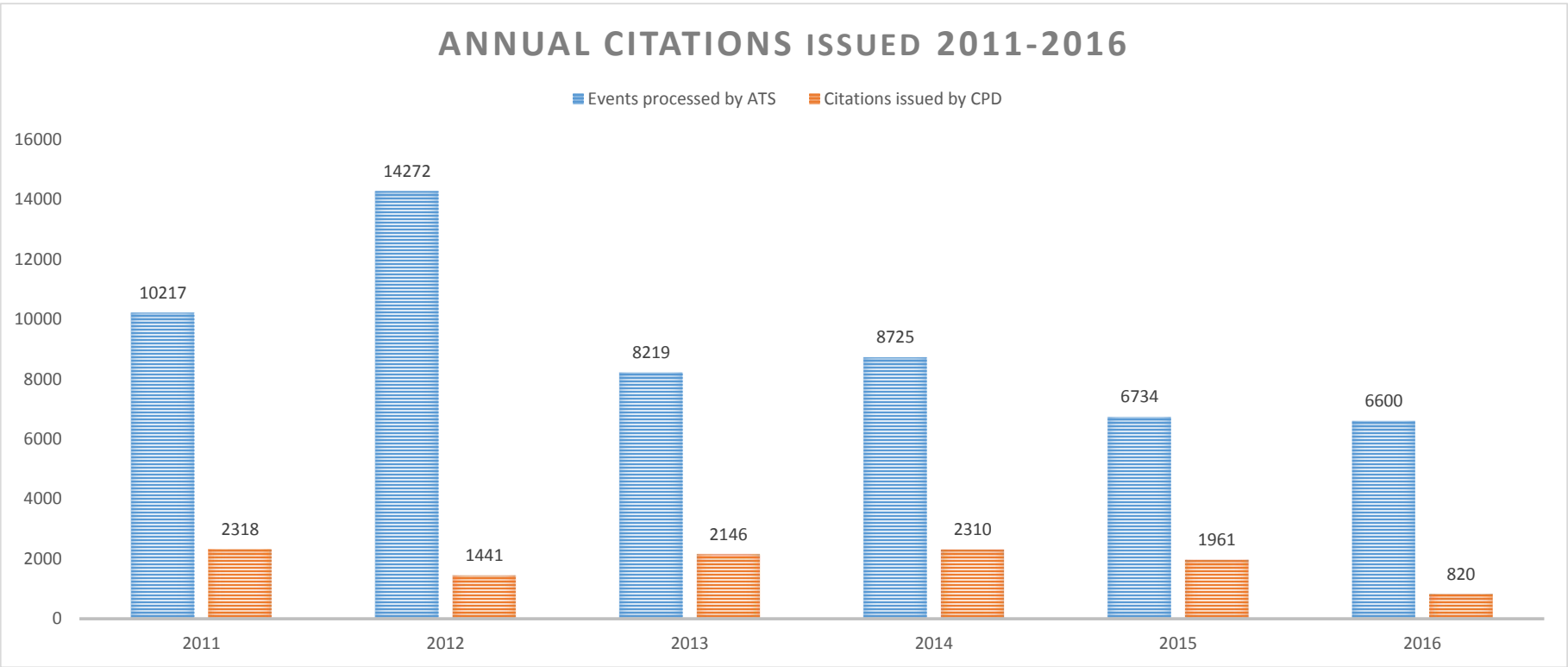
AMERICAN TRAFFIC SOLUTIONS, INC.

By: [Signature] 5/14/12
Michael Bolton, Date
Chief Operating Officer

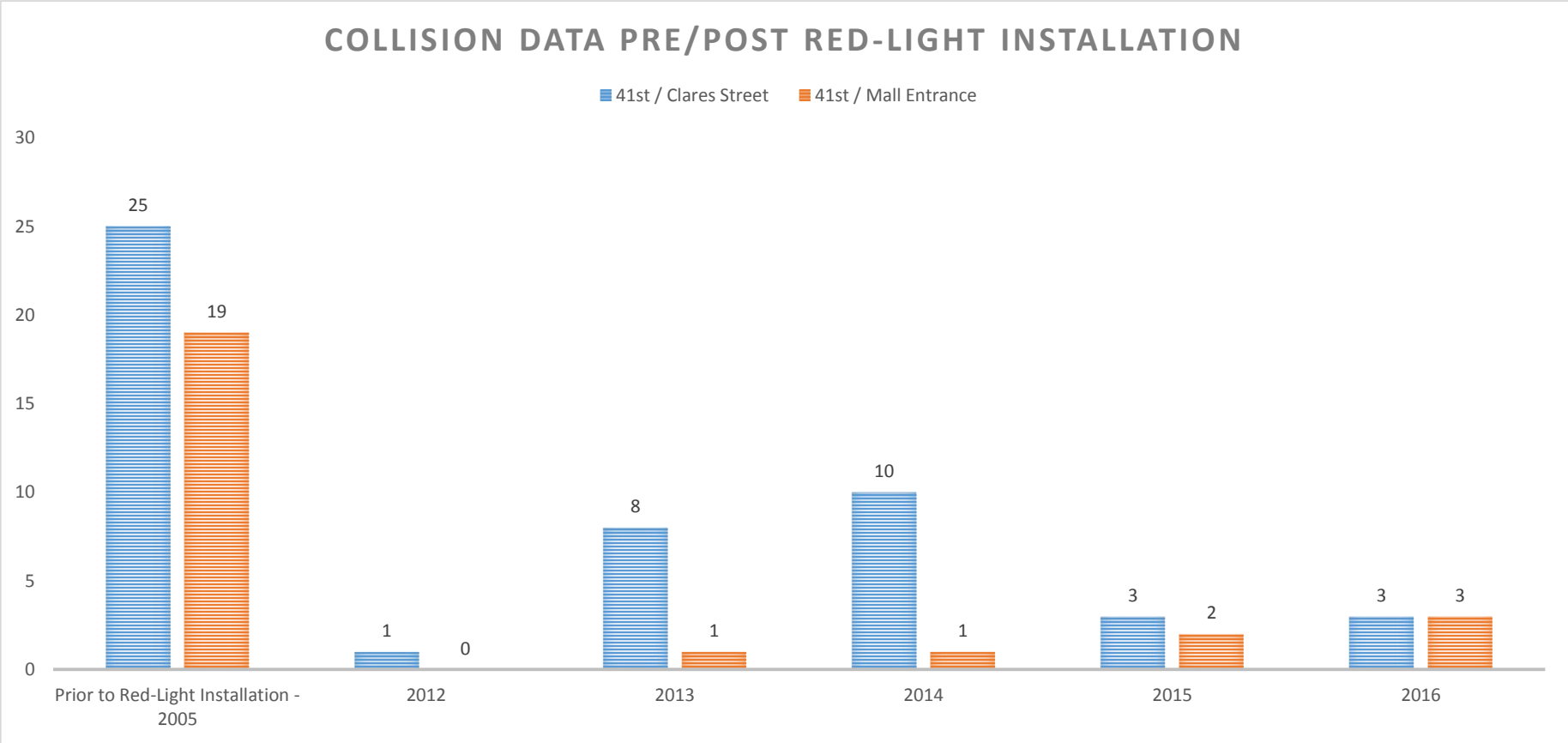
APPROVED AS TO FORM

By: [Signature] 5-10-12
City Attorney Date

Attachment: 2012 ATS Contract - 1st Amendment (Red-Light Photo Enforcement)



Attachment: Citations Issued (Red-Light Photo Enforcement)



Attachment: Collision Data (Red-Light Photo Enforcement)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: Community Development
SUBJECT: Drone Regulation Options Report

RECOMMENDED ACTION: Accept presentation and provide direction.

BACKGROUND: Unmanned Aircraft Systems (UAS), often referred to as drones, have become increasingly popular over the past several years as technology continues to improve. As the use of drones for commercial, public safety, and recreational purposes have become more common, the number of incidents related to privacy concerns and interference with emergency services have also increased. As a result, some local agencies in California have adopted or are considering regulations to ensure recreational drone use is conducted in a safe manner that preserves privacy and public welfare. Other local agencies have adopted ordinances focusing on drone use by the public sector.

DISCUSSION: The Federal Aviation Administration (FAA) has regulatory authority of UASs pertaining to flight safety and the safety of people and property on the ground. In December 2015, the FAA published a fact sheet (attached) which provides guidance to state and local agencies for developing UAS regulations. In June 2016, the FAA released Rule Part 107 that expressly rejects federal preemption of local regulations so long as local regulations do not impede with FAA regulations.

The California League of Cities issued a white paper entitled Unmanned Aircraft Systems Policy Statement and Guidelines for Local Regulations in February 2017 (attached) to help local agencies develop regulations address local concerns with recreational drone use.

Local agencies in California have taken a variety of approaches to regulating recreational drone use, ranging from “no-drone” bans above city airspace, to more limited ordinances that restrict when, where, and how drones may be operated. Common regulations in the existing local agency ordinances include:

- Limiting drone operation to daylight hours
- Prohibiting interfere with the operation or support of emergency services
- Banning operation beyond the visual line of sight of the operator
- Requiring permission to fly drones over private property
- Prohibiting drone flights over certain public spaces
- Restricting how close drones can fly near people

The City of Santa Cruz Public Safety Committee is currently investigating a potential drone

Drone policy discussion
August 24, 2017

ordinance to place reasonable restrictions on recreational drone use. Simultaneously, the Santa Cruz Fire Department is also considering an administrative policy to establish guidelines for municipal drone use in support of essential public safety functions. It is expected that the Santa Cruz City Council will consider a possible ordinance in the near future.

Capitola has received eight calls for service related to drones during the past year and three in the prior year. Several of the callers reported concerns that operators were using drones to spy near the beach, pools, and into the windows of private residences. Two of those calls were requests for information about flying drones in Capitola.

A potential drone ordinance could establish rules of operation for UASs, allowing the City to issue citations for improper drone use; however, enforcement of drone ordinances can be especially challenging given the ambulatory nature of drones and the ability of operators to fly drones remotely from locations that may not be immediately apparent to enforcement personnel.

FISCAL IMPACT: None

ATTACHMENTS:

1. FAA Drone Fact Sheet
2. League of CA Cities Drone White Paper

Report Prepared By: Rich Grunow
Community Development Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/17/2017

State and Local Regulation of Unmanned Aircraft Systems (UAS)
Fact Sheet

Federal Aviation Administration
Office of the Chief Counsel

December 17, 2015

BACKGROUND

Unmanned aircraft systems (UAS) are aircraft subject to regulation by the FAA to ensure safety of flight, and safety of people and property on the ground. States and local jurisdictions are increasingly exploring regulation of UAS or proceeding to enact legislation relating to UAS operations. In 2015, approximately 45 states have considered restrictions on UAS. In addition, public comments on the Federal Aviation Administration’s (FAA) proposed rule, “Operation and Certification of Small Unmanned Aircraft Systems” (Docket No. FAA-2015-0150), expressed concern about the possible impact of state and local laws on UAS operations.

Incidents involving unauthorized and unsafe use of small, remote-controlled aircraft have risen dramatically. Pilot reports of interactions with suspected unmanned aircraft have increased from 238 sightings in all of 2014 to 780 through August of this year. During this past summer, the presence of multiple UAS in the vicinity of wild fires in the western U.S. prompted firefighters to ground their aircraft on several occasions.

This fact sheet is intended to provide basic information about the federal regulatory framework for use by states and localities when considering laws affecting UAS. State and local restrictions affecting UAS operations should be consistent with the extensive federal statutory and regulatory framework pertaining to control of the airspace, flight management and efficiency, air traffic control, aviation safety, navigational facilities, and the regulation of aircraft noise at its source.

Presented below are general principles of federal law as they relate to aviation safety, and examples of state and local laws that should be carefully considered prior to any legislative action to ensure that they are consistent with applicable federal safety regulations. The FAA’s Office of the Chief Counsel is available for consultation on specific questions.

WHY THE FEDERAL FRAMEWORK

Congress has vested the FAA with authority to regulate the areas of airspace use, management and efficiency, air traffic control, safety, navigational facilities, and aircraft noise at its source. 49 U.S.C. §§ 40103, 44502, and 44701-44735. Congress has directed the FAA to “develop plans and policy for the use of the navigable airspace and assign by regulation or order the use of the airspace necessary to ensure the safety of aircraft and the efficient use of airspace.” 49 U.S.C. § 40103(b)(1). Congress has further directed the FAA to “prescribe air traffic regulations on the flight of aircraft (including regulations on safe altitudes)” for navigating, protecting, and identifying aircraft; protecting individuals and property on the ground; using the navigable

airspace efficiently; and preventing collision between aircraft, between aircraft and land or water vehicles, and between aircraft and airborne objects. 49 U.S.C. § 40103(b)(2).

A consistent regulatory system for aircraft and use of airspace has the broader effect of ensuring the highest level of safety for all aviation operations. To ensure the maintenance of a safe and sound air transportation system and of navigable airspace free from inconsistent restrictions, FAA has regulatory authority over matters pertaining to aviation safety.

REGULATING UAS OPERATIONS

In § 333 of the FAA Modernization and Reform Act of 2012 (Public Law No. 112-95), Congress directed the Secretary to determine whether UAS operations posing the least amount of public risk and no threat to national security could safely be operated in the national airspace system (NAS) and if so, to establish requirements for the safe operation of these systems in the NAS.

On February 15, 2015, the FAA proposed a framework of regulations that would allow routine commercial use of certain small UAS in today's aviation system, while maintaining flexibility to accommodate future technological innovations. The FAA's Notice of Proposed Rulemaking offered safety rules for small UAS (under 55 pounds) conducting non-recreational or non-hobby operations. The proposed rule defines permissible hours of flight, line-of-sight observation, altitude, operator certification, optional use of visual observers, aircraft registration and marking, and operational limits.

Consistent with its statutory authority, the FAA is requiring Federal registration of UAS in order to operate a UAS. Registering UAS will help protect public safety in the air and on the ground, aid the FAA in the enforcement of safety-related requirements for the operation of UAS, and build a culture of accountability and responsibility among users operating in U.S. airspace. No state or local UAS registration law may relieve a UAS owner or operator from complying with the Federal UAS registration requirements. Because Federal registration is the exclusive means for registering UAS for purposes of operating an aircraft in navigable airspace, no state or local government may impose an additional registration requirement on the operation of UAS in navigable airspace without first obtaining FAA approval.

Substantial air safety issues are raised when state or local governments attempt to regulate the operation or flight of aircraft. If one or two municipalities enacted ordinances regulating UAS in the navigable airspace and a significant number of municipalities followed suit, fractionalized control of the navigable airspace could result. In turn, this 'patchwork quilt' of differing restrictions could severely limit the flexibility of FAA in controlling the airspace and flight patterns, and ensuring safety and an efficient air traffic flow. A navigable airspace free from inconsistent state and local restrictions is essential to the maintenance of a safe and sound air transportation system. See *Montalvo v. Spirit Airlines*, 508 F.3d 464 (9th Cir. 2007), and *French v. Pan Am Express, Inc.*, 869 F.2d 1 (1st Cir. 1989); see also *Arizona v. U.S.*, 567 U.S. ___, 132 S.Ct. 2492, 2502 (2012) ("Where Congress occupies an entire field . . . even complimentary state regulation is impermissible. Field preemption reflects a congressional decision to foreclose any

state regulation in the area, even if it is parallel to federal standards.”), and *Morales v. Trans World Airlines, Inc.*, 504 U.S. 374, 386-87 (1992).

EXAMPLES OF STATE AND LOCAL LAWS FOR WHICH CONSULTATION WITH THE FAA IS RECOMMENDED

- Operational UAS restrictions on flight altitude, flight paths; operational bans; any regulation of the navigable airspace. For example – a city ordinance banning anyone from operating UAS within the city limits, within the airspace of the city, or within certain distances of landmarks. Federal courts strictly scrutinize state and local regulation of overflight. *City of Burbank v. Lockheed Air Terminal*, 411 U.S. 624 (1973); *Skysign International, Inc. v. City and County of Honolulu*, 276 F.3d 1109, 1117 (9th Cir. 2002); *American Airlines v. Town of Hempstead*, 398 F.2d 369 (2d Cir. 1968); *American Airlines v. City of Audubon Park*, 407 F.2d 1306 (6th Cir. 1969).
- Mandating equipment or training for UAS related to aviation safety such as geo-fencing would likely be preempted. Courts have found that state regulation pertaining to mandatory training and equipment requirements related to aviation safety is not consistent with the federal regulatory framework. *Med-Trans Corp. v. Benton*, 581 F. Supp. 2d 721, 740 (E.D.N.C. 2008); *Air Evac EMS, Inc. v. Robinson*, 486 F. Supp. 2d 713, 722 (M.D. Tenn. 2007).

EXAMPLES OF STATE AND LOCAL LAWS WITHIN STATE AND LOCAL GOVERNMENT POLICE POWER

Laws traditionally related to state and local police power – including land use, zoning, privacy, trespass, and law enforcement operations – generally are not subject to federal regulation. *Skysign International, Inc. v. City and County of Honolulu*, 276 F.3d 1109, 1115 (9th Cir. 2002). Examples include:

- Requirement for police to obtain a warrant prior to using a UAS for surveillance.
- Specifying that UAS may not be used for voyeurism.
- Prohibitions on using UAS for hunting or fishing, or to interfere with or harass an individual who is hunting or fishing.
- Prohibitions on attaching firearms or similar weapons to UAS.

CONTACT INFORMATION FOR QUESTIONS

The FAA’s Office of the Chief Counsel is available to answer questions about the principles set forth in this fact sheet and to consult with you about the intersection of federal, state, and local regulation of aviation, generally, and UAS operations, specifically. You may contact the Office of Chief Counsel in Washington, D.C. or any of the following Regional Counsels:

FAA Office of the Chief Counsel
Regulations Division (AGC-200)
800 Independence Ave. SW
Washington, DC 20591
(202) 267-3073

Central Region
Office of the Regional Counsel
901 Locust St., Room 506
Kansas City, MO 61406-2641
(816) 329-3760
(IA, KS, MO, NE)

Great Lakes Region
Office of the Regional Counsel
O'Hare Lake Office Center
2300 East Devon Ave.
Des Plaines, IL 60018
(847) 294-7313
(IL, IN, MI, MN, ND, OH, SD, WI)

Northwest Mountain Region
Office of the Regional Counsel
1601 Lind Ave. SW
Renton, WA 98055-4056
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(CO, ID, MT, OR, UT, WA, WY)

Southwest Region
Office of the Regional Counsel, 6N-300
10101 Hillwood Parkway Dr.
Fort Worth, TX 76177
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(AR, LA, NM, OK, TX)

Alaskan Region
Office of the Regional Counsel
222 West 7th Ave.
Anchorage, AK 99513
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Eastern Region
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Jamaica, NY 11434-4848
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New England Region
Office of the Regional Counsel
12 New England Executive Park
Burlington, MA 01803
(781) 238-7040
(CT, ME, MA, NH, RI, VT)

Southern Region
Office of the Regional Counsel
1701 Columbia Ave., Suite 530
College Park, GA 30337
(404) 305-5200
(AL, FL, GA, KY, MS, NC, SC, TN)

Western-Pacific Region
Office of the Regional Counsel
P.O. Box 92007
Los Angeles, CA 90009
(310) 725-7100
(AZ, CA, HI, NV)

APPENDIX – LIST OF AUTHORITIES

Federal Statutes

- 49 U.S.C. §§ 40103, 44502, and 44701- 44735 (former Federal Aviation Act of 1958, as amended and recodified).
- FAA Modernization and Reform Act of 2012, Public Law No. 112-95 (Feb. 14, 2012), Subtitle B, “Unmanned Aircraft Systems.”

Federal Regulations

- Title 14 of the Code of Federal Regulations, Chapter 1.

The U.S. Supreme Court

- “Congress has recognized the national responsibility for regulating air commerce. Federal control is intensive and exclusive. Planes do not wander about in the sky like vagrant clouds. They move only by federal permission, subject to federal inspection, in the hands of federally certified personnel and under an intricate system of federal commands. The moment a ship taxis onto a runway it is caught up in an elaborate and detailed system of controls. It takes off only by instruction from the control tower, it travels on prescribed beams, it may be diverted from its intended landing, and it obeys signals and orders. Its privileges, rights, and protection, so far as transit is concerned, it owes to the Federal Government alone and not to any state government.” *Northwest Airlines v. State of Minnesota*, 322 U.S. 292, 303 (1944)(Jackson, R., concurring).
- “If we were to uphold the Burbank ordinance [which placed an 11 p.m. to 7 a.m. curfew on jet flights from the Burbank Airport] and a significant number of municipalities followed suit, it is obvious that fractionalized control of the timing of takeoffs and landings would severely limit the flexibility of FAA in controlling air traffic flow. The difficulties of scheduling flights to avoid congestion and the concomitant decrease in safety would be compounded.” *Burbank v. Lockheed Air Terminal Inc.*, 411 U.S. 624, 639 (1973).
- “The Federal Aviation Act requires a delicate balance between safety and efficiency, and the protection of persons on the ground ... The interdependence of these factors requires a uniform and exclusive system of federal regulation if the congressional objectives underlying the Federal Aviation Act are to be fulfilled.” *Burbank* at 638-639.
- “The paramount substantive concerns of Congress [in enacting the FAA Act] were to regulate federally all aspects of air safety ... and, once aircraft were in ‘flight,’ airspace management....” *Burbank* at 644 (Rehnquist, J. dissenting).

U.S. Courts of Appeals

- “Air traffic must be regulated at the national level. Without uniform equipment specifications, takeoff and landing rules, and safety standards, it would be impossible to operate a national air transportation system.” *Gustafson v. City of Lake Angeles*, 76 F.3d 778, 792-793 (6th Cir. 1996)(Jones, N., concurring).
- “The purpose, history, and language of the FAA [Act] lead us to conclude that Congress intended to have a single, uniform system for regulating aviation safety. The catalytic events leading to the enactment of the FAA [Act] helped generate this intent. The FAA [Act] was drafted in response to a series of fatal air crashes between civil and military aircraft operating under separate flight rules In discussing the impetus for the FAA [Act], the Supreme Court has also noted that regulating the aviation industry requires a delicate balance between safety and efficiency. It is precisely because of ‘the interdependence of these factors’ that Congress enacted ‘a uniform and exclusive system of federal regulation.’” *Montalvo v. Spirit Airlines*, 508 F.3d 464, 471 (9th Cir. 2007), citing *City of Burbank v. Lockheed Air Terminal Inc.*, 411 U.S. 624, 638-39 (1973).
- “[W]hen we look to the historical impetus for the FAA, its legislative history, and the language of the [FAA] Act, it is clear that Congress intended to invest the Administrator of the Federal Aviation Administration with the authority to enact exclusive air safety standards. Moreover, the Administrator has chosen to exercise this authority by issuing such pervasive regulations that we can infer a preemptive intent to displace all state law on the subject of air safety.” *Montalvo* at 472.
- “We similarly hold that federal law occupies the entire field of aviation safety. Congress' intent to displace state law is implicit in the pervasiveness of the federal regulations, the dominance of the federal interest in this area, and the legislative goal of establishing a single, uniform system of control over air safety. This holding is fully consistent with our decision in *Skysign International, Inc. v. Honolulu*, 276 F.3d 1109 (9th Cir. 2002), where we considered whether federal law preempted state regulation of aerial advertising that was distracting and potentially dangerous to persons on the ground. In upholding the state regulations, we held that federal law has not ‘preempt[ed] altogether any state regulation purporting to reach into the navigable airspace.’ *Skysign* at 1116. While Congress may not have acted to occupy exclusively all of air commerce, it has clearly indicated its intent to be the sole regulator of aviation safety. The FAA, together with federal air safety regulations, establish complete and thorough safety standards for interstate and international air transportation that are not subject to supplementation by, or variation among, states.” *Montalvo* at 473-474.
- “[W]e remark the Supreme Court's reasoning regarding the need for uniformity [concerning] the regulation of aviation noise, see *City of Burbank v. Lockheed Air Terminal*, 411 U.S. 624 (1973), and suggest that the same rationale applies here. In *Burbank*, the Court struck down a municipal anti-noise ordinance placing a curfew on jet flights from a regional airport. Citing the ‘pervasive nature of the scheme of federal

regulation,’ the majority ruled that aircraft noise was wholly subject to federal hegemony, thereby preempting state or local enactments in the field. In our view, the pervasiveness of the federal web is as apparent in the matter of pilot qualification as in the matter of aircraft noise. If we upheld the Rhode Island statute as applied to airline pilots, ‘and a significant number of [states] followed suit, it is obvious that fractionalized control ... would severely limit the flexibility of the F.A.A’ [citing *Burbank*] Moreover, a patchwork of state laws in this airspace, some in conflict with each other, would create a crazyquilt effect ... The regulation of interstate flight-and flyers-must of necessity be monolithic. Its very nature permits no other conclusion. In the area of pilot fitness as in the area of aviation noise, the [FAA] Act as we read it ‘leave[s] no room for ... local controls.’ [citing *Burbank*]. *French v. Pan Am Express, Inc.*, 869 F.2d 1, 6 (1st Cir. 1989).



Unmanned Aircraft Systems Policy Statement and Guidelines for Local Regulation

Objective

The purpose of this paper is to lay the foundation for an integrated regulatory framework for unmanned aerial systems (UAS), or drones, comprised of a seamless web of federal, state and local regulations that will work in harmony, complementing one another to ensure an effective regulatory approach that reduces risk and increases the positive uses of drones.

This objective is particularly urgent given the active efforts in state legislatures across the country, including California, to strip cities of the ability to enact reasonable regulations that protect their residents and enable productive use of drones.

While the efforts of the drone industry to achieve local pre-emption have so far failed here in California, the industry is engaged in a nationwide push, seeking to preempt cities in every state. We expect that the industry will continue to push for policies in Sacramento to eliminate local governments' ability to enact reasonable and common sense restrictions on behalf of their communities.

Overview

To accomplish the paper's objective of laying the foundation for reasonable regulation based on time, place and manner restrictions by for local governments, this paper will describe the broad existing authority of cities to address drone-related concerns and assess how local government regulations fit into an overall regulatory scheme for this technology. In addition, the League has compiled a variety of resources for cities, attached as appendices, which include the following:

- **Appendix A: FAA Guidance to Cities, Counties, and States**
- **Appendix B: Do's and Do Not's of a Municipal Drone Ordinance**

Introduction

As of this writing (February 2017), the impetus for this guidance from the viewpoint of California cities is twofold: (1) to preserve the authority of cities to address uniquely local concerns as drone operations increase dramatically, and (2) to enable cities to welcome the economic benefits of drone operations through narrowly-tailored and enforceable rules.

In recent years, California cities have seen a significant rise in the number of drone-related incidents that illustrate the challenges cities will need to address now and in the future. In the

past year, there have been numerous incidents in which drones interfered with first responders, including firefighting aircraft, air ambulance helicopters, and law enforcement helicopters.¹ Drone interference with firefighting aircraft reached such a level that in July 2016, the U.S. Department of the Interior confirmed that it was partnering with private sector entities on technology to help ground drones entering restricted airspace.² Drones have crashed into power substations leaving entire neighborhoods without power.³ Drones have been seen flying over critical infrastructure without permission.⁴ Drones have been operated above police stations.⁵ Drones have flown over large public gatherings, falling from the sky, injuring children and damaging property.⁶ The drone industry has not released statistics about their failure rates, or the standards to which their products are built, meaning it is impossible to know if or when a drone will simply fall from the sky injuring people or property below.⁷ While federal law prevents drones from flying over unprotected people, there is no federal prohibition on flying over or adjacent to almost any other place (like roads, outside windows of apartments, schools, and single family homes, police stations, fire houses, etc.) meaning communities are at the mercy of falling or out-of-control drones, the reliability of whose construction is unknown.

While some activities are prohibited by federal law, cities face a challenge in enforcing federal law or relying on existing law to address unsafe or reckless operation of this technology. Opponents of municipal regulations may argue that general conduct based rules like recklessness or general statutes like nuisance are enough. Yet cities across the nation have had substantial difficulty prosecuting cases using statutes of general applicability.⁸

¹ In its recent Fact Sheet, the FAA stated that “incidents involving unauthorized and unsafe use of small, remote-controlled aircraft have increased from 238 sightings in all of 2014 to 780 through August of [2015]. During this past summer, the presence of multiple UAS in the vicinity of wild fires in the western U.S. prompted firefighters to ground their aircraft on several occasions.” See State and Local Regulation of Unmanned Aircraft (UAS) Fact Sheet, Federal Aviation Authority (December 17, 2015).

² “As Sand Fire Rages, Feds Turn Up Heat in Fight Against Drones Interfering in Wildfires,” CNBC (July 26, 2016)

³ Drone Hits West Hollywood Power Lines Causes Power Outage, ABC 7 (OCTOBER 26, 2015), [HTTP://ABC7.COM/NEWS/DRONE-HITS-WEST-HOLLYWOOD-POWER-LINES-CAUSES-POWER-OUTAGE/1052589/](http://abc7.com/news/drone-hits-west-hollywood-power-lines-causes-power-outage/1052589/)

⁴ Drone’s Eye View in the South Bay, EASY READER NEWS (September 4, 2014), <http://www.easyreadernews.com/86621/drones-eye-view-south-bay/>.

⁵ Serna, Joseph, LAPD Seeks to Limit Civilian Drone Flights over Police Stations, LA TIMES (August 1, 2014), <http://www.latimes.com/local/lanow/la-me-ln-lapd-civilian-drone-hollywood-lot-20140801-story.html>.

⁶ Weikel, Dan, 11-month-old Girl Hit in Head by Crashing Drone; FAA Investigating, LA TIMES (September 15, 2015), <http://www.latimes.com/local/lanow/la-me-ln-pasadena-drone-flight-20150916-story.html>.

⁷ Citation: Micro UAS task force report

⁸ The City of Seattle, for example, recently required a 4-day trial to prosecute someone for reckless endangerment, despite actual injuries inflicted after a drone flew over a parade, fell from the sky and struck two people. A local prohibition on flights over crowds or in certain downtown areas would have eliminated the need for a long, fact intensive trial and would have allowed the city to make it clear to operators that the conduct was prohibited. Similarly, the City of Los Angeles in prosecuting a person for violation of its drone ordinance, reviewed potential arguments that could be raised under the pre-emption doctrine, and opted to limit the charge to reckless operation of a drone endangering life or property. The jury’s verdict was Not Guilty in that they found the defendant operated his drone recklessly, but that it did not rise to the level of endangering life or property. The City cited its concern with a speedy resolution and a desire not to have resources tied down contesting an appeal.

Enforcement though, is only one part of the discussion. More important is the fact that cities have always had the authority to regulate certain kinds of conduct ranging from skateboards and bicycles on city streets and sidewalks, to the usage of heavy equipment, to the requirement that individuals obtain commercial film permits prior to operating in designated areas of the city at certain points in time. These are traditional police, land use, and zoning powers that protect the safety and tranquility of communities, ensure order, and provide for the general welfare.

If a city has the power to make reasonable time, place and manner restrictions around 1st Amendment and 2nd Amendment rights, certainly drone operators can be expected to similarly abide by time, place and manner restrictions. There is no Constitutional right to fly a drone wherever and whenever someone wishes, especially not when property rights, privacy rights, public safety, nuisance protections and the police power are in conflict with that operation.

Notwithstanding the challenges articulated above, the economic benefits and opportunities are enormous. Drone sales are skyrocketing and productive uses are increasing.⁹ Drones are saving money, saving time, and saving lives in cities across the country and across California. This is nowhere more true than in how cities and counties are using drones themselves. Police, fire, and other city agencies are using drones to enhance the ways they serve their citizens, including search and rescue activities,¹⁰ emergency medical response,¹¹ firefighting, accident investigation, and more.¹² Thus, cities have to weigh the real and immediate benefits of drone use against the safety, privacy, and nuisance concerns that often loom large.

The task of balancing costs and benefits, however, does not rest solely on cities. Federal and state regulators have and will continue to play a role in articulating the rules that will help ensure safe drone operations. An appropriate role for Federal and state regulators, does not mean that preemption is the answer. On the contrary, local regulations can and should complement federal and state regulations in an integrated regulatory framework. This is a critical point because downtown San Francisco is very different from Oxnard, or Napa. State and federal regulators will never know on which sidewalk special coordination is needed prior to operating a drone, they won't know about local public gatherings, nor will they know which areas of town raise particular concerns. Cities, however, are quite adept at making these types of decisions based on local information and local context. In addition, in the event of drone incidents, it is local agency first responders (primarily police and fire) who will get the call. Local governments can and should enact ordinances to guide that response when local police and fire agencies are inevitably called upon.

⁹ See Selyukh, Alina, FAA Expects 600,000 Commercial Drones In The Air Within A Year, NPR, (August 29, 2016) <http://www.npr.org/sections/thetwo-way/2016/08/29/491818988/faa-expects-600-000-commercial-drones-in-the-air-within-a-year>; Lowry, Joan, FAA Faces Big Drone Demand, TIMESUNION, (September 16, 2016) <http://www.timesunion.com/news/article/FAA-faces-big-drone-demand-9228572.php>; "Fact Sheet: New Commitments to Accelerate the Safe Integration of Unmanned Aircraft Systems", The White House, 2016.

¹⁰ Juarez, Leticia, Riverside County Sheriff's Dept. to use Drones in Search and Rescue, ABC NEWS 7 (April 1, 2016), <http://abc7.com/news/riverside-county-sheriffs-dept-to-use-drones-in-search-and-rescue-missions/1273122/>.

¹¹ Starr, Michelle, Ambulance Drone Delivers Help to Heart Attack Victims, CNET (October 28, 2014), <https://www.cnet.com/news/ambulance-drone-delivers-help-to-heart-attack-victims/>

¹² Stoltze, Sherrif Launches First Police Drones in LA County, SCPR (January 12, 2014), <http://www.scpr.org/news/2017/01/12/68076/sheriff-launches-first-police-drones-in-la-county/>.

Finally, the technology that powers drones is rapidly evolving and, in fact, many of the challenges faced by cities today will be solved by the technology of tomorrow. Such technologies include advanced permitting systems, geo-fencing, detailed mapping systems built into the drones, and eventually air traffic management for drones (also known as Unmanned Traffic Management).¹³

This, then, is the task for cities: preserving the existing authority to adopt narrowly-tailored rules relating to drone operations consistent with their local police power and FAA guidance, while enabling the many benefits of drone technology. The League's objective is to arm cities to exercise their authority in a responsible and defensible fashion.

Background

Industry Advocates of Preemption

In advocating before the U.S. Congress as well as the Federal Aviation Administration (FAA) and in various state legislatures around the country, some members of the UAS industry have argued that state and local regulations are completely pre-empted by the federal regulations promulgated by the FAA. The pre-emption of any other regulations in U.S. airspace, they argue, is total. In advancing this argument, the industry has claimed that any outdoor operation by a drone is effectively in the navigable airspace, and thus cities have no authority to regulate any activity by a drone.

The reality as expressed by the FAA is somewhat different. The FAA has publicly staked out a more qualified form of pre-emption in the area of UAS regulation, both in its December 2015 fact sheet, as well as in its long awaited rules for drone operation, so-called Part 107 rules.¹⁴ For example, the FAA articulated a number of areas where state and local laws may be appropriate to regulate some of the concerns associated with drone operations, including:

- “State law and other legal protections for individual privacy may provide recourse for a person whose privacy may be affected through another person’s use of a UAS.”
- “State and local laws, such as trespassing, may provide a remedy for companies whose small UAS operations are deliberately interfered with by people entering the area of operation without permission.”
- “State law and other legal protections may already provide recourse for a person whose individual privacy, data privacy, private property rights, or intellectual property rights may be impacted by a remote pilot’s civil or public use of a UAS.”
- “Property rights are beyond the scope of this rule. However, the FAA notes that, depending on the specific nature of the small UAS operation, the remote pilot in command may need to comply with State and local trespassing rules.”

¹³ Drone Advisory Committee, Introduction (posted on December 8, 2016), <http://videos.sorensonmedia.com/FAA/DAC+Intro+v5/08231d21Be51fR410508361Tba21bc019464>.

¹⁴ 14 C.F.R. Part 107

- “[H]obbyists or other third parties who do not have the facility owner’s permission to operate UAS near or over the perimeter or interior of amusement parks and attractions may be violating State or local trespassing laws.”

Additional Guidance from the FAA

In fact, in January of 2017, the FAA Administrator, Michael Huerta, appeared at the U.S. Conference of Mayors annual conference in Washington D.C. and indicated that *state and local governments have substantial authority*, that the rules for manned aviation do not necessarily apply to unmanned aircraft, and that a national conversation is necessary. That conversation has begun at the FAA’s Drone Advisory Committee and because it may lead to state and local governments having greater authority, we expect the industry will be pushing hard for preemption this year as it may be their last chance.

In addition to the general guidance provided in the Fact Sheet and the context of Part 107, the FAA, in response to queries from cities, counties, and states, has provided even more concrete statements of the scope of municipal authority.

*For specific guidance from the FAA on this point, please see the letters from the FAA attached as **Appendix A: FAA Guidance to Cities, Counties, and States.***

State Preemption

After unsuccessful efforts to effect federal preemption, certain interests within the UAS industry have pursued preemption at the state level.

Opponents of municipal drone regulations commonly make an argument about an alleged “patchwork quilt” of laws. According to this argument, reasonable time, place, and manner restrictions relating to drones will be confusing for operators to understand. This argument also stems from federal precedent relating to airliners transiting flying across the country, which is entirely irrelevant when applied to drone operations which take place between homes and above city sidewalks where airliners have never operated.

An argument about a patchwork is also an oversimplification and mischaracterization of the role municipalities play in an integrated regulatory environment. Different cities require different building and film permits: does this “patchwork” hamper construction? Some cities permit bicycles on certain sidewalks, while prohibiting them on others. Cities throughout California have, for decades, prohibited model aircraft in certain parks while allowing them in other parks. This is the essence of local control. The use of a loud or dangerous piece of equipment may make sense in a light commercial district, however the use of the same equipment in a residential neighborhood may require greater coordination or protections. The only elected officials who understand this context are local officials. While the patchwork argument is a strawman, it would be wise for cities to avoid enabling this argument (as discussed below).

The rules that apply to automobiles or other ground-based vehicles are a useful example in this case. Drivers, commercial or recreational, are subject to a host of rules (federal, state or local) that govern when and where you can drive in a given community. Nonetheless, stop signs, traffic lights, speed limits and time-based restrictions (such as around schools) do not make it “confusing” or impossible to operate a car.

Rather, it is those very rules, clearly conveyed to drivers, that allow cities to welcome vehicles. Cities know that if a safety risk emerges (e.g., an area where accidents are likely to happen or speeding habitually), they will have the flexibility to put a stop sign or change the speed limit. Similarly, cities can allow commercial driving knowing that they have the authority to restrict such activity if it poses a nuisance or hazard to citizens (for instance, limiting the hours when trash trucks may operate in a given neighborhood or the size of a vehicle that may operate on a certain road). Cities know that in crowded pedestrian areas, skateboarding, rollerblading, or bicycling may need to be prohibited, and on certain beaches and in certain parks even throwing a ball may be prohibited at certain times.

The invention of drones didn’t suddenly make local control unnecessary. On the contrary, it is an argument in favor of local control where cities can determine how to best to welcome the beneficial uses of drones while balancing the potential harms. Through this iterative discussion at the local level, the best policies will emerge. The answer to the fallacious “patchwork quilt” argument is for cities to narrowly tailor rules to their particular concerns and effectively communicate relevant rules to operators.

*For a discussion of this issue in greater detail, please see the League guidance attached as **Appendix C: Do’s and Do Not’s of a Municipal Drone Ordinance.***

Local Regulatory Framework

Given the background above and the nature of this relatively new technology, local governments, in crafting a local regulatory framework, should strive to craft and enact regulations that accomplish the following objectives:

- 1) Are narrowly crafted so as to enhance public safety without being unduly restrictive.
- 2) Are a reasonable use of municipal police power under Article XI, Section 7 of the California Constitution.
- 3) Do not invite charges of federal pre-emption, based on the guidance provided by the Federal Aviation Administration.¹⁵
- 4) Are harmonized with state and local regulations to ensure an integrated and intelligible regulatory framework.
- 5) Encourage positive commercial and recreational uses of drones by providing clear guidelines.

To that end, the League of California Cities has drafted a process for developing a city ordinance as well as guidance on the types of language that a city may consider using without increasing its litigation risk or incurring a preemption challenge upon enforcement.

Guidelines for Local Regulation of Operation of Unmanned Aerial Vehicles.

Ordinance Development Process

1. The governing body shall provide input to a working group of city officials, to be headed by the City Manager, or his or her designee, on the local regulatory and public safety priorities preserving municipal constitutional police powers that in the governing body's judgement must be incorporated into the local regulatory framework relating to the operation of UAS in the jurisdiction.
 - a. These reserved police powers should include:
 - 1) A specific prohibition against careless and reckless operations that endanger life or property.¹⁶
 - 2) Designated take-off and landing zones for UAS within the city limits.
 - 3) Permissible hours of operation.
 - 4) Rules for operation of UAS during parades, public holiday celebrations or other city-wide civic events.
 - 5) Rules for operation in parks, and on waterfront areas.

¹⁵ See "State and Local Regulation of Unmanned Aircraft Systems (UAS) Fact Sheet, released by the Office of the Chief Counsel of the Federal Aviation Administration, December 17, 2015.

¹⁶ Careless and reckless operations are specifically prohibited by Section 21407 of California's State Aeronautics Act. More importantly, the state, and by implication local district attorneys, can prosecute individuals for violation of this provision. However, careless and reckless operation may not be sufficient to obtain a conviction unless such operation rises to the level of endangering life or property. Local ordinances will likely have to be carefully worded so as to require a substantial danger of such an outcome, or include other language that meets a specific, heightened standard.

- 6) Rules for operation of UAS during local emergency conditions.¹⁷
- 7) Rules placing conditions on the operation of UAS in certain areas of the city (near police stations, schools, or busy pedestrian walkways)
- 8) Accountability measures to insure that operators are aware of and accountable to local rules.
- 9) The right to condition the ability to take off and land on receipt of a permit issued by the city, or submission of notice of UAS operations to the city under certain limited circumstances.
- 10) The right to enact and enforce rules of general applicability in a manner that addresses unsafe drone operations (trespass, nuisance, or noise)
- 11) Compliance with due process provisions (notice to the public and a comment period for the proposed ordinance prior to adoption)

The working group shall develop a local regulatory framework for a draft ordinance governing the operation of UAS that reflects the priorities identified by the governing body.

2. The City Manager shall appoint the other members of the working group. It is recommended that the composition of the working group include the Chief of Police and the Fire Chief, or at a minimum, that they be consulted.
3. The development of the local regulatory framework shall include input from relevant community stakeholders, including but not limited to: local businesses, local drone clubs and other local model aviation organizations, local aviation associations, schools, local utilities, and if there is an airport of any size within five miles of the jurisdiction, the local airport authority.
4. Upon completion of the local regulatory framework, the City Manager shall review it and either approve it for submission to the City Attorney, or return it to the working group for revision.
5. Once a framework has been approved, the City Attorney shall then prepare a draft ordinance based on the framework. The draft ordinance shall be submitted to the working group for review prior to being submitted to the City Council.
6. Upon its completion, the draft ordinance shall be submitted to the City Council for approval.
7. Once approved by the City Council, the ordinance should be posted online on the City's website, to ensure that the public and in particular drone operators are on notice about the local regulations.
8. The UAS ordinance should be reviewed by the working group periodically for possible revision, which must be approved by the City Council. This may become necessary as the FAA further develops rules for either recreational or commercial UAS.
9. If revision is deemed necessary by the working group, the working group shall reconvene to determine what revisions may be necessary, if any. Steps 4 through 7 of these guidelines should be followed if any revisions are to be proposed to the UAS ordinance.

¹⁷ Prohibiting recreational UAS operations during local emergencies is clearly within the scope of cities' constitutional police power.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF AUGUST 24, 2017

FROM: City Manager Department

SUBJECT: Discuss Youth Membership on City Advisory Bodies

RECOMMENDED ACTION: Review information and provide staff direction.

BACKGROUND: During the work plan discussions at this year's budget hearings, Council Member Petersen requested the City consider expanding its youth representation on existing advisory boards, committees, and commissions. In addition, this spring the City had its first middle-school-age applicant for the Commission on the Environment student member, which made staff aware of the need to create a policy for involving juveniles on City boards and commissions.

Currently the Commission on the Environment is the only City advisory board that specifically recruits for non-voting student member(s), as allowed in Resolution No. 3697. The City's various boards were created at different times and through different means, and have varying term lengths and membership requirements. The Planning Commission, Architectural and Site Review Committee, Art and Cultural Commission, and the Historical Museum Board were created by ordinance and some have bylaws; the remainder were established by resolution. Members of those boards that make specific recommendations about expenditures or permits are required to file annual Form 700 Conflict of Interest statements, and some must take two hours of state ethics training. These are outlined in the committee overview (Attachment 1).

DISCUSSION: Expanding youth participation on the City's advisory bodies to those under age 18 will require development of a policy for working with juveniles, including which of the City's boards should recruit for student members, and what their roles and terms should be. If a policy is approved, staff would then bring forward amended resolutions and bylaws for each body.

Juveniles on Committees: When someone under age 18 participates in a City board, the staff member who oversees that board by default becomes the adult responsible for the juvenile's safety unless a parent or guardian is in attendance. For the Commission on the Environment, staff amended the release form used by the Recreation Department, which is signed by a parent and helps protect the City from liability. (Attachment 2)

Other issues are that staff working with juveniles should have a Live Scan fingerprint report and "mandated-reporter" training, which is required for specific positions working with anyone under 18. Since many meetings occur after dark and younger students may not have a driver's license, the City should also address when the juvenile is no longer the staff's responsibility.

youth committee member policy
August 24, 2017

The policy also needs to support best practices for preserving the privacy of juvenile members' contact information.

Determining Youth Participation: Capitola has eight primary advisory bodies. Staff does not recommend youth participation in the two land-use boards, the Architectural and Site Committee, which is composed of specific professions, and the Planning Commission, which primarily holds public hearings to issue permits at its meetings.

Currently the Commission on the Environment membership simply lists non-voting "student" participants. A comprehensive youth policy will need to determine a minimum age or grade level. Staff recommends that all youth participants be non-voting members. Adding a new voting member would change the quorum requirement, and in the case of absences or unfilled positions could force an adjournment for a lack of a quorum. In addition, all but one of the advisory bodies have the recommended odd number of members to prevent the likelihood of a tie vote.

Given the frequency of schedule changes for youth, staff also recommends that youth positions have a one-year term, since asking for a multi-year commitment may discourage participation. Staff recommends that youth terms should also begin at the start of the school year.

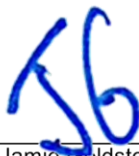
FISCAL IMPACT: If a policy as described were approved, the City would incur some costs for expanding mandated-reporter training and Live Scan fingerprinting, plus staff time to develop revised resolutions and bylaws for the various boards and commissions.

ATTACHMENTS:

1. City board list membership overview
2. Parental waiver

Report Prepared By: Linda Fridy
City Clerk

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

8/17/2017

CAPITOLA BOARDS, COMMISSIONS & COMMITTEES

Name of Board/Commission/ Committee – Meeting Information	Formation	Membership
<p>Architectural and Site Review Committee ▲ ■</p> <p>Staff: Katie Herlihy, Senior Planner Steve Jesberg, Public Works Dir. Brian Van Son , Building Official</p> <p><u>Meets:</u> 2nd & 4th Wednesday of each month at 3:30 p.m. in the City Hall Council Chambers</p>	<p>Ordinance CMC 17.63.020</p> <p>Note: changes proposed in Zoning Code update</p>	<p>Staff plus:</p> <ul style="list-style-type: none"> • Architect • Landscape Architect • Historian • Alternate Architect • Alternate Landscape Architect <p>Mayoral Appointment</p>
<p>Art & Cultural Commission ▲</p> <p>Staff: Larry Laurent Assistant to the City Manager</p> <p><u>Meets:</u> 2nd Tuesday of each month at 6:30 p.m. in the City Hall Council Chambers</p>	<p>Ordinance CMC 2.56</p> <p>Bylaws Resolution 4035</p>	<ul style="list-style-type: none"> • Council Representative • Planning Commission Rep • Artist • Arts Professional • 5 At-large members <p>Council Appointment w/A&C recommendation 2-year terms, max 3 terms No ex-officio or student/youth</p>
<p>Commission on the Environment</p> <p>Staff: Danielle Uharriet, Environmental Projects Manager</p> <p><u>Meets:</u> Monthly 4th Wednesday of a month at 6 p.m. in the City Hall Community Room</p>	<p>Resolution 3967</p>	<ul style="list-style-type: none"> • Council Representative • Appointees for other 4 Council Members <p>Individual Council Appointment Term length undefined, 2 years in practice Allows non-voting ex-officio and student participants</p>
<p>Finance Advisory Committee</p> <p>Staff: Jim Malberg, Finance Director</p> <p><u>Meets:</u> 3rd Tuesday of every other month at 6 p.m. in the City Hall Council Chambers (4 times annually min)</p>	<p>Resolution 3770</p>	<ul style="list-style-type: none"> • Mayor or appointee • Vice Mayor or appointee • City Treasurer • 3 Council-appointed residents • 1 Business Representative Chamber recommendation <p>Individual Council Appointment 1-year term, 6 max Must be resident</p>

Attachment: City board list membership overview (youth committee member policy)

CAPITOLA BOARDS, COMMISSIONS & COMMITTEES

Name of Board/Commission/ Committee – Meeting Information	Formation	Membership
<p>Historical Museum Board Staff: Frank Perry, Museum Curator</p> <p><i>Meets: 1st Tuesday of each month at 5:30 p.m. in the Museum</i></p>	<p>Ordinance CMC 2.28</p> <p>Bylaws Resolution 3195</p>	<ul style="list-style-type: none"> • Seven at-large members appointed by City Council <p><i>Council Appointment w/board recommendation</i></p> <p><i>Staggered 3-year terms through 2nd Thursday in June</i></p> <p><i>Bylaws allow non-voting ex-officio members but not students/youth</i></p>
<p>Library Advisory Committee Staff: Pending</p> <p><i>Meets: 2nd Tuesday of every other month at 3:30 p.m.in the City Hall Community Room</i></p>	<p>Resolution 4042</p>	<ul style="list-style-type: none"> • 1 Council Member • 1 Library System Commissioner • 5 individual Council Member appointees • City Manager, non-voting ex-officio member <p><i>1-year term, no max for appointees</i></p> <p><i>must reside within 2 miles of the library</i></p>
<p>Planning Commission ▲ ■ Staff: Katie Herlihy, Senior Planner</p> <p><i>Meets: 1st Thursday of each month at 7 p.m. in the City Hall Council Chambers</i></p>	<p>Ordinance CMC 2.12</p>	<ul style="list-style-type: none"> • 5 individual Council Member appointees <p><i>2-year term</i></p>
<p>Traffic & Parking Commission Staff: Steve Jesberg, Public Works Director</p> <p><i>Meets: 2nd Wednesday of every other month at 6:30 p.m.in the City Hall Community Room (quarterly minimum)</i></p>	<p>Resolutions 3740 & 3941</p>	<ul style="list-style-type: none"> • 5 individual Council Member appointees • 2 Village residents • 2 Village business owners • Planning Commission representative <p><i>Residents must be full-time</i></p> <p><i>Term length undefined, 2 years in practice</i></p>

▲ = Members are required to File Statements of Economic Interest, Form 700

■ = Members are required to complete AB 1234 Ethics Training



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Website: <http://www.cityofcapitola.org>

PARENT/GUARDIAN RELEASE/WAIVER FOR MINOR'S PARTICIPATION IN
CITY OF CAPITOLA COMMISSION ON THE ENVIRONMENT

1. Permission to Participate in Activity. The undersigned hereby gives permission for, _____, a minor, to participate as a non-voting member of the City of Capitola Commission on the Environment. This agreement will be effective on the date it is signed.

2. Emergency Medical Authorization/ HIPPA Waiver; Contact Information.

In the event of an emergency, the undersigned hereby authorizes the City of Capitola representative to seek and/or provide whatever medical care is recommended by a physician, including surgery and the administration of anesthetic.

The undersigned further authorizes any health care provider to release to the City of Capitola representative, any of my child's medical information which is governed under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 42 USC §1320d and 45 CFR pts 160, 164, and California law.

Medicines or anesthetics to which the undersigned's child is allergic are:

EMERGENCY CONTACT, ADDRESSES, PHONE NUMBERS, AND EMAIL ADDRESSES:

NAME _____ RELATIONSHIP _____
ADDRESS _____
CITY, STATE, ZIP _____
DAYTIME PHONE () _____ EVENING PHONE () _____
CELL PHONE () _____ EMAIL _____

NAME _____ RELATIONSHIP _____
ADDRESS _____
CITY, STATE, ZIP _____
DAYTIME PHONE () _____ EVENING PHONE () _____
CELL PHONES () _____ EMAIL _____

3. Promise Not to Sue. In consideration of the City of Capitola allowing the undersigned's child to participate in the above-referenced activity, the undersigned hereby agrees that the undersigned, on behalf of undersigned, undersigned's child, heirs, guardians, legal representatives, agents and assigns, will not make a claim, sue, or initiate any legal process against the City of Capitola, Commission on the Environment and any of their respective officials, officers, employees, agents, members, or volunteers (hereinafter jointly referenced as "Releasees") for personal injuries, property damages or even death resulting from the negligence or other acts, however caused, by any of Releasees, any third party, or in any way related to undersigned's child's participation in the above-referenced activity. The undersigned agrees to assume all risks, known or unknown relating to the participation of undersigned's child in the above-referenced activity.

Attachment: Parental waiver (youth committee member policy)

4. Release of Liability. The undersigned hereby releases, discharges and holds harmless and indemnifies Releasees from and against all liability, actions, claims or demands (including payment of attorney's fees and costs) for personal injury, property damage or death resulting from or in any way related to undersigned's child's participation in the above-referenced activity to the fullest extent allowed by law, even though that liability may arise out of the negligence or carelessness on the part of the Releasees. The undersigned further agrees to assume all risks, known or unknown, relating to undersigned's child's participation in the above-referenced activity, and agrees to release and to hold harmless all of the Releasees.

5. Certifications.

THE UNDERSIGNED HEREBY CERTIFIES HAVING CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDING ITS CONTENTS.

THE UNDERSIGNED FURTHER VERIFIES THAT ALL OF THE INFORMATION PROVIDED IN THIS AGREEMENT IS CORRECT AND ACCURATE.

THE UNDERSIGNED IS AWARE THAT THIS AGREEMENT CONSTITUTES A CONTRACT BETWEEN UNDERSIGNED AND THE CITY OF CAPITOLA, AND ITS COMMISSION ON THE ENVIRONMENT.

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS AGREEMENT CONSTITUTES A RELEASE OF ALL CLAIMS AGAINST THE CITY OF CAPITOLA, THE COMMISSION ON THE ENVIRONMENT AND ITS COMMISSION MEMBERS, AND AGAINST ALL OTHERS/RELEASEES MENTIONED IN THE AGREEMENT.

THE UNDERSIGNED FURTHER ACKNOWLEDGES, UNDERSTANDS AND CERTIFIES THAT BY EXECUTING THIS AGREEMENT THE UNDERSIGNED IS VOLUNTARILY ASSUMING ALL RISKS INHERENT IN UNDERSIGNED'S MINOR CHILD PARTICIPATING IN THE ABOVE-REFERENCED ACTIVITY.

THE UNDERSIGNED HEREBY REPRESENTS AND WARRANTS THAT THE UNDERSIGNED IS THE PARENT AND/OR LEGAL GUARDIAN OF THE MINOR CHILD, IDENTIFIED HEREIN, AND IN THAT CAPACITY IS EXECUTING THIS AGREEMENT ON HER/HIS BEHALF.

FINALLY, THE UNDERSIGNED ACKNOWLEDGES THAT HE/SHE IS VOLUNTARILY SIGNING THIS AGREEMENT AND BY DOING SO IS ACCEPTING ITS TERMS AS BINDING UPON THE UNDERSIGNED, UNDERSIGNED'S CHILD, HEIRS, GUARDIANS, LEGAL REPRESENTATIVES, AGENTS AND ASSIGNS.

Dated: _____

Signature of Parent/Guardian

(Print Name)

Attachment: Parental waiver (youth committee member policy)