

City of Capitola Agenda

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

Treasurer: Peter Wilk



REVISED CAPITOLA CITY COUNCIL REGULAR MEETING

THURSDAY, JUNE 28, 2018

7:00 PM

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

**CLOSED SESSION – 6:15 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 LABOR NEGOTIATOR [Govt. Code § 54957.6]

Negotiator: Dania Torres Wong

Employee Organizations: (1) Association of Capitola Employees; (2) Capitola Police Captains, (3) Capitola Police Officers Association, (4) Confidential Employees; (5) Mid-Management Group; (6) Department Heads; and (7) City Manager

CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION [Govt. Code § 54956.9 (d)(1)]

City of Capitola v. Water Rock Construction, Inc.
Santa Clara Superior Court Case No. 16CV295795

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [Govt. Code § 54956.9(d)(4)]

1 potential case

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL – 7 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, Jacques Bertrand, Ed Bottorff, Stephanie Harlan, and Mayor Michael Termini

2. PRESENTATIONS

A. Introduce New Sergeant

B. Community Action Board Update

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. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS

A. Review Regional Transportation Commission Bicycle Advisory Committee Appointment

RECOMMENDED ACTION: Recommend to the RTC Board that it approve appointment of Capitola's representative to the Bicycle Advisory Committee.

9. CONSENT CALENDAR

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

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

- A. Consider the May 30, 2018, Joint Budget Workshop Minutes
RECOMMENDED ACTION: Approve minutes.
- B. Consider the June 14, 2018, City Council Regular Meeting Minutes
RECOMMENDED ACTION: Approve minutes.
- C. Planning Commission Action Minutes
RECOMMENDED ACTION: Receive minutes.
- D. Approval of City Check Registers Dated May 4, May 11, May 18, and May 25, 2018
RECOMMENDED ACTION: Approve check registers.
- E. Schedule Appeal of the Planning Commission Denial of Application 17-019, 4015 Capitola Road
RECOMMENDED ACTION: Schedule the appeal hearing for the regular City Council meeting of October 25, 2018.
- F. Approval of Project Plans, Specifications, and Construction Estimate and Authorization of Advertising for Bids for 38th Avenue Sidewalk
RECOMMENDED ACTION: Approve the plans, specifications, and construction estimate for the 38th Avenue Sidewalk project; authorize the Department of Public Works to advertise for construction bids; and authorize the Public Works Director to award a contract to the lowest responsive bidder in an amount not to exceed the construction estimate.
- G. Consider a Resolution Calling the Election for November 6, 2018
RECOMMENDED ACTION: Adopt a Resolution ordering an election, requesting Santa Cruz County Elections to conduct the election, and requesting consolidation of the Presidential General Election in the City of Capitola on Tuesday, November 6, 2018.
- H. Second Reading of an Ordinance Amending Chapter 5.24 of the Capitola Municipal Code Pertaining to Entertainment Permits
RECOMMENDED ACTION: Adopt an ordinance amending Municipal Code Chapter 5.24.

10. 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.

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
June 28, 2018

- A. Consider the Fiscal Year 2018/2019 Budget and Capital Improvement Program for the City of Capitola
RECOMMENDED ACTION: Approve the Resolution adopting the Fiscal Year 2018/19 City Budget and Capital Improvement Program.
- B. Review Options for Potential Ballot Measures for November 2018 General Election
RECOMMENDED ACTION: Provide direction to staff regarding items for potential placement on the November 2018 General Election ballot.
- C. Update on the Capitola Branch Library Project Construction Bids
RECOMMENDED ACTION: Receive report.
- D. Introduce an Ordinance Adding Chapter 5.36 of the Capitola Municipal Code Pertaining to Cannabis Retail Licenses and Amending Chapter 17.24 of the Regional Commercial Zoning District Pertaining to Conditional Land Uses to Authorize Commercial Retail Cannabis Uses in the Regional Commercial Zoning District and Adopt a Resolution to Authorize Criminal History Information for Licensing Purposes
RECOMMENDED ACTION:
1. Direct staff on the maximum number of Cannabis Licenses to be permitted within the Regional Commercial Zoning district;
 2. Approve first reading of an Ordinance adding Chapter 5.36 “Retail Cannabis Licenses” and amending Municipal Code Chapter 17.24 to authorize retail cannabis as a conditionally permitted use in the Regional Commercial zone; and
 3. Adopt a resolution approving an application for authorization to access State- and Federal-level summary criminal history information for licensing purposes.
- E. Consider Approval of Memoranda of Understanding with Labor Groups and Adopt Salary Schedule for FY 2018/19
RECOMMENDED ACTION:
1. Authorize the City Manager to execute the successor agreements to existing Memoranda of Understanding (MOU) with negotiated changes from July 1, 2018, through June 30, 2020, for the following:
 - a. Association of Capitola Employees (ACE);
 - b. Mid-Management Employees’ Bargaining Unit;
 - c. Confidential Employees’ Bargaining Unit;
 2. Approve changes to the Management Compensation Plan.
 3. Approve changes to City Manager Employee Contract.
 4. Adopt a Resolution approving the new salary schedule.
- F. Consider Fee Schedule for Fiscal Year 2018/19
RECOMMENDED ACTION: Conduct the noticed public hearing on the proposed City Fee Schedule for Fiscal Year 2018/2019 and adopt the proposed Resolution repealing Resolution No. 4077 and adopting the new fee schedule.

11. ADJOURNMENT

Note: Any person seeking to challenge a City Council decision made as a result of a proceeding in which, by law, a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the City Council, shall be required to commence that court action within ninety (90) days following the date on which the decision becomes final as provided in Code of

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
June 28, 2018

Civil Procedure §1094.6. Please refer to code of Civil Procedure §1094.6 to determine how to calculate when a decision becomes “final.” Please be advised that in most instances the decision become “final” upon the City Council’s announcement of its decision at the completion of the public hearing. Failure to comply with this 90-day rule will preclude any person from challenging the City Council decision in court.

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

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

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

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

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



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: Capitola Police Department

SUBJECT: Introduce New Sergeant

DISCUSSION: Sarah Ryan, a 12-year veteran of the Capitola Police Department, was promoted to police sergeant on May 20. Sergeant Ryan was selected from a pool of six highly qualified candidates. She will be assigned to the Patrol Division, with many ancillary duties that include management of the City's police department volunteers, the Reserves program, and the youth Explorer program. In addition, Sergeant Ryan will oversee the entertainment permit and Alcohol Beverage Control regulatory process within the Police Department.

Report Prepared By: Terry McManus
Police Chief

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

6/21/2018



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Community Action Board Update

Representatives from the Community Action Board will present an overview of the nonprofit's mission and programs. The City of Capitola holds a seat on its Board of Directors, currently filled by Council Member Kristen Petersen.

Report Prepared By: Linda Fridy
City Clerk

Reviewed and Forwarded by:

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Jamie Goldstein, City Manager

6/21/2018



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Review Regional Transportation Commission Bicycle Advisory Committee Appointment

RECOMMENDED ACTION: Recommend to the RTC Board that it approve appointment of Capitola's representative to the Bicycle Advisory Committee.

BACKGROUND: The City of Capitola has a representative and alternate on the Santa Cruz County Regional Transportation Commission's (RTC) Bicycle Advisory Committee. These positions are nominated by the City's RTC representative, currently Council Member Bertrand, and approved by the RTC board. The nominations come first to the Capitola City Council for review since the positions represent the City's interests.

DISCUSSION: These positions have been vacant since March 2017, when the previous representative and alternate finished their terms and did not seek reappointment. City staff and Council Member Bertrand have been actively working with RTC staff to find a suitable applicant, and in early June Michael Moore applied (Attachment 1). Mr. Moore is a Capitola resident, active in the local bicycle community, and represented the City on the bicycle committee in previous decades.

Council Member Bertrand is recommending support of Mr. Moore's nomination.

FISCAL IMPACT: None.

ATTACHMENTS:

1. Michael Moore Application & Statement_Redacted

Report Prepared By: Linda Fridy
City Clerk

Review RTC Bicycle Advisory Committee Appointment
June 28, 2018

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

6/21/2018

COMMITTEE APPOINTMENT APPLICATION

Santa Cruz County Regional Transportation Commission (SCRTC) Bicycle Advisory Committee

The Bicycle Advisory Committee consists of eleven seats: one for each city within Santa Cruz County, one for each of the county districts, one representing the Bike to Work program and one representing the Community Traffic Safety Coalition. Each of the seats has an alternate member appointed in the case that the primary member is unable to attend a meeting.

Meetings are currently held the second Monday of even numbered months at 6:00 p.m. in the Santa Cruz County Regional Transportation Commission conference room, located at 1523 Pacific Avenue in downtown Santa Cruz. Please refer to the Committee description and bylaws for more information: <https://scrtc.org/meetings/bike-committee/>.

If you are interested in serving on this committee, we recommend reviewing the by-laws and attending a meeting to familiarize yourself with the committee process. After doing so please complete this application and email a scanned signed copy to aschenk@scrtc.org or return a signed copy to the RTC office.

Name: Michael S. Moore

Home address: [Redacted] Capitola CA 95010

Mailing address (if different): _____

Phone: (home) [Redacted] (business/message/mobile) [Redacted]

E-mail: [Redacted]

Length of residence in Santa Cruz County: 27

I am applying to represent the following vacant position (circle one):

- City of Capitola - Primary
- City of Watsonville - Alternate
- City of Capitola - Alternate
- County District 4 - Primary
- City of Scotts Valley - Primary
- County District 4 - Alternate
- City of Scotts Valley - Alternate
- County District 5 - Alternate
- City of Santa Cruz - Alternate

I would consider a different position - either a different location or alternate versus primary (circle one): Yes / No

Attachment: Michael Moore Application & Statement_Redacted (Review RTC Bicycle Advisory Committee Appointment)

Previous experience on a government commission or committee: (Please describe the committee/commission's purpose and your role.)

Represented City of Capitola on Bike Committee previously; not certain of exact term; 90's & early 00's.

Other Relevant Work or Volunteer Experience

Organization	Location	Position	Dates
Bicycle Trip	1001 Soquel Ave, 95062 3555 Clares Str, 95010	General Manager	11/09 - current
Calfee Design	681 Beach Dr, La Selva 95076	Sales Manager	5/08 - 11/16
CX Magazine Parati Cycle Design	Independent Contractor	Business Operations Sales Manager	6/16 - 3/17
Spokesman Bicycles	231 Cathcart Str.	Owner	10/98 - 5/04

Statement of Qualifications: Please attach a brief statement indicating why you are interested in serving on this committee and why you are qualified for the appointment. If you have served on this committee in the past, please summarize your accomplishments on the committee and indicate which of the committee's potential future endeavors most interest you.

Certification: I certify that the above information is true and correct and I authorize the verification of the information in the application in the event I am a finalist for the appointment.


Signature

5/15/18
Date

Return Application to: SCCRTC Attn: Anais Schenk
1523 Pacific Avenue
Santa Cruz, CA 95060
fax: (831) 460-3215 or email: aschenk@sccrtc.org

Questions or Comments: Contact Anais Schenk at (831) 460-3209 or by email at aschenk@sccrtc.org.

Attachment: Michael Moore Application & Statement_Redacted (Review RTC Bicycle Advisory Committee Appointment)

Michael Sean Moore
517 Oak Drive
Capitola, CA 95010
831-334-1569
mike@bicycletrip.com
michaelseanmoore@gmail.com

Statement of Qualifications; Bicycle Advisory Committee, Primary Representative-Capitola

I'm a dynamic, passionate, entrepreneurial professional that has spent his life in the bicycle industry. I began cycling seriously in the 7th grade - training for cycle touring trips in Oregon - and a 24 hour bike marathon raising funds for the American Red Cross. I grew up in the Claremont Village - a one car household - walking and riding everywhere. Early on, I learned to appreciate safe and supportive pedestrian and bicycle infrastructure and resources. I moved to Santa Cruz in 1991 - and began working at Spokesman Bicycles in 1992; I'd later purchase that store with a friend and business partner. Prior to leaving Spokesman in 2003, I founded the Santa Cruz Bicycle Industry Coalition, in partnership with Piet Canin and Ecology Action. So too did I serve on the Bicycle Advisory Committee as Primary Representative for Capitola. Nine years ago, I joined Bicycle Trip, charged with expanding our impact in the community, growing revenue and enhancing profitability. On the heels of a successful 2017, we purchased Bike Station in Capitola's Brown Ranch Marketplace - reopened the store this February as Bicycle Trip Capitola. As General Manager for Bicycle Trip Inc., I work in both store locations. My wife and I rented in the Capitola Village for years prior to purchasing a small cottage in the Riverview Terrace neighborhood in 2003. I commute to work by bicycle, often lengthening the trip with a boogie through the Santa Cruz Mountains. A dedicated recreational cyclist and retired bike racer, I train throughout our region, typically 10 hours a week. I'm personally and professionally dialed into the broad body of bicycle related issues in Santa Cruz County. I enjoy a profound connection to cyclists, roadway/bikeway conditions, bicycle and pedestrian plans and projects. As well, I'm keenly focused on contributing to and supporting the development and execution of true transportation solutions in our highly-impacted community. My views and values align with the crop of projects and policies driven by the RTC. I'm eager to re-join the Bicycle Advisory Committee as a civic-minded veteran bike commuter, recreational cyclist and bicycle industry insider.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Consider the May 30, 2018, Joint Budget Workshop Minutes

RECOMMENDED ACTION: Approve minutes.

DISCUSSION: Attached for City Council review and approval are the minutes of the joint budget workshop of May 30, 2018.

ATTACHMENTS:

1. 5-30 joint budget 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

6/21/2018

**DRAFT
CAPITOLA CITY COUNCIL/SUCCESSOR AGENCY
JOINT BUDGET STUDY SESSION
WEDNESDAY, MAY 30, 2018 – 6 PM**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

Treasurer Peter Wilk was present.

2. ADDITIONAL MATERIALS - None

3. ADDITIONS AND DELETIONS TO THE AGENDA - None

4. PUBLIC COMMENT - None

5. CITY COUNCIL / SUCCESSOR AGENCY / CITY TREASURER / STAFF COMMENTS

Treasurer Wilk encouraged public comment and suggestions about options for addressing future budget concerns.

Council Member Bottorff responded to a previous suggestion to sell the Rispin mansion and noted that the City has struggled for more than 30 years with finding a use for it.

Mayor Termini said the Twilight Concerts begin next Wednesday.

6. CONSENT CALENDAR

A. Consider Approval of the May 16, 2018, Joint City Council/Successor Agency Meeting Minutes

RECOMMENDED ACTION: Approve minutes.

MOTION:	APPROVE AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Stephanie Harlan, Council Member
SECONDER:	Ed Bottorff, Council Member
AYES:	Harlan, Bottorff, Termini, Bertrand, Petersen

7. GENERAL GOVERNMENT / PUBLIC HEARINGS

A. Continue Discussion of the Proposed 2018/2019 Fiscal Year Budget for the City of Capitola and the Capitola Successor Agency, with an Overview of the Capital Improvement Program [330-05/780-30]

RECOMMENDED ACTION:

1. Receive a presentation on the FY 2018-19 proposed budgets,
2. Provide staff direction on the proposed budgets,
3. Determine whether or not to allow a new agency or organization to apply for the existing Community Grant Program for the upcoming grant cycle, and
4. Continue budget deliberations to the next scheduled joint budget hearing on June 6, 2108.

City Manager Jamie Goldstein and Finance Director Jim Malberg provided an overview

Attachment: 5-30 joint budget minutes (Approval of City Council Budget Minutes)

CAPITOLA CITY COUNCIL /SUCCESSOR AGENCY
JOINT BUDGET STUDY SESSION MINUTES
May 30, 2018

and update. Based on recent reports, sales tax receipts are slowing and other revenues are leveling out. The budget has been updated to reflect reduced sales tax revenues both in general fund and city sales tax measures. Funds from Measure F continue to be directed to wharf, jetty and flume projects, but revenue was reduced about \$10,000.

Public Works Director Steve Jesberg offered a look at how Public Works staff divides its time. The only flexibility is within capital improvement (CIP) and community (unscheduled) projects. Demands for administration, permits, public assistance, storm water programs, and development review demands remain constant over the years. Recent examples of unscheduled community projects are:

- Topaz Street & Jewel Box traffic
- Village employee permit parking
- Parking & loading issues along Capitola Ave.
- Trees - Park Avenue & Rispin
- Creek access at railroad trestle
- Perry Park restoration
- Code enforcement

The library is the major project for coming year.

Director Malberg reviewed the proposal for the Community Grant Program and housing funds.

City Manager Goldstein noted the City will spend the next year or more looking at ways to address the increase in Public Employee Retirement System (PERS) costs. Early options for increased revenue are a cannabis tax, a new hotel, increased transient occupancy tax, new sales taxes, updating the fee schedule, and contract services. Expenditure reductions would be based on City Council priorities.

The existing PERS trust may earn more than the current 1.8 percent general fund return, but short-term market investment is more volatile. The PERS fund contains about \$800,000 and could be used any year toward pension expenses.

There was Council consensus to accept only applications from current grantees.

Council Member Harlan clarified reasonings for reductions in contracts for United Way, recycling, and fish monitoring.

Council Member Bottorff asked about funding status for the sidewalks on Park Avenue and the Rispin Park. Director Jesberg responded that he anticipates a shortage for the Rispin project of about \$100,000, but Park Avenue should be fully funded.

Council Member Bertrand confirmed that the Rispin project will be the full grounds except for the fountain. Staff also explained the process going forward to contract for Community Development Block Grants.

The Finance Advisory Committee has recommended keeping all the fund balance liquid. Council Member Bottorff would like to fully fund Rispin Park with the remaining fund balance. Staff confirmed that leaving money in the fund balance would keep those funds available when bids come in.

Council Member Harlan agreed that is important to discuss long-term budget options.

CAPITOLA CITY COUNCIL /SUCCESSOR AGENCY
JOINT BUDGET STUDY SESSION MINUTES
May 30, 2018

The council reached consensus support for the draft budget as amended.

MOTION:	DIRECT STAFF TO PREPARE RESOLUTIONS TO ADOPT THE AMENDED BUDGET ON JUNE 28 AND CANCEL THE JUNE 6 AND JUNE 21 BUDGET WORKSHOP MEETINGS
RESULT:	ADOPTED [UNANIMOUS]
SECONDER:	Jacques Bertrand, Kristen Petersen
AYES:	Harlan, Bottorff, Termini, Bertrand, Petersen

8. ADJOURNMENT

The meeting adjourned at 6:43 p.m.

Michael Termini, Mayor

ATTEST:

Linda Fridy, City Clerk

DRAFT

Attachment: 5-30 joint budget minutes (Approval of City Council Budget Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Consider the June 14, 2018, 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 June 14, 2018.

ATTACHMENTS:

1. 6-14 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

6/21/2018

**DRAFT
CAPITOLA CITY COUNCIL
REGULAR MEETING MINUTES
THURSDAY, JUNE 14, 2018 - 7:00 PM**

CALL TO ORDER

Mayor Termini called the meeting to order at 5:30 p.m. with the following items to be discussed in Closed Session:

CONFERENCE WITH LABOR NEGOTIATOR [Govt. Code § 54957.6]

Negotiator: Dania Torres Wong

Employee Organizations: (1) Association of Capitola Employees; (2) Capitola Police Captains, (3) Capitola Police Officers Association, (4) Confidential Employees; (5) Mid-Management Group; and (6) Department Heads

**CONFERENCE WITH LEGAL COUNSEL, EXISTING LITIGATION
[Govt. Code § 54956.9 (d)(1)]**

City of Capitola v. Water Rock Construction, Inc.
Santa Clara Superior Court Case No. 16CV295795

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

City Council's Performance Evaluation of the City Attorney

There was no public comment; therefore, the City Council recessed to Closed Session in the City Manager's Office. Council Member Harlan joined the Council during closed session.

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL – 7 PM

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

Treasurer Peter Wilk was present.

2. REPORT ON CLOSED SESSION

City Attorney Tony Condotti announced that the Council received a report and gave direction regarding labor negotiations. There was no reportable action on the other items.

3. ADDITIONAL MATERIALS

A. Item 9.A – one public comment

B. Item 9.C – five public comments

C. Item 9.E – additional track changes attachment

4. ADDITIONS AND DELETIONS TO AGENDA - None

5. PUBLIC COMMENTS

Dan Finkel explained that road closures at both Blue Gum and Stockton Avenue prevent him from getting home and asked that there be coordination for such closures.

Lejla Bratovic, the new executive director of the Conflict Resolution Center, introduced herself and thanked the City for its ongoing partnership.

6. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS

Community Development Director Katie Herlihy announced that her department just received notice it was awarded a Federal Emergency Management Agency (FEMA) grant of \$41,438 to update the City’s local hazard mitigation program.

Treasurer Wilk noted the cost of providing biodegradable dog waste bags.

Mayor Termini said the car show was successful. The second Twilight Concert was well attended, including by the mayor of Santa Cruz who was very complimentary. Mayor Termini noted that “Quiet Zone” signs along lower Monterey will be installed shortly in response to motorcycle noise concerns. He praised Council Members Bertrand and Bottorff, who attended a Regional Transportation Commission meeting all day and are here tonight.

7. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS

A. Historical Museum Board Appointments

RECOMMENDED ACTION: Make appointments as recommended by the Historical Museum Board.

MOTION:	REAPPOINT PAM GREENINGER AND DAVID PEYTON TO FULL THREE-YEAR TERMS AND APPOINT REBECCA HOBSON TO AN UNFINISHED TERM THROUGH JUNE 2019 AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jacques Bertrand, Vice Mayor
SECONDER:	Kristen Petersen, Council Member
AYES:	Harlan, Bottorff, Termini, Bertrand, Petersen

8. CONSENT CALENDAR

MOTION:	ADOPT AS RECOMMENDED
RESULT:	APPROVED [UNANIMOUS]
MOVER:	Stephanie Harlan, Council Member
SECONDER:	Kristen Petersen, Council Member
AYES:	Harlan, Bottorff, Termini, Bertrand, Petersen

A. Consider the May 24, 2018, City Council Regular Meeting Minutes

RECOMMENDED ACTION: Approve minutes.

B. Consider the City's Investment Policy [100-10/350-10]

RECOMMENDED ACTION: Confirm the City's Administrative Policy Number III-1, Investment Policy.

C. Consider the Adoption of a Resolution Setting the Fiscal Year 2018/2019 Appropriation Limit [330-05]

RECOMMENDED ACTION: Adopt **Resolution No. 4113**.

D. Consider Brommer Street Complete Street Project Regional Transportation Improvement Program Funding Award and Award of an Engineering Design Contract

RECOMMENDED ACTION: Accept a Regional Transportation Improvement Program award from the Santa Cruz County Regional Transportation Commission in the amount of \$470,000 for the Brommer Street Complete Street Project and award

Attachment: 6-14 draft minutes (Approval of City Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 14, 2018

an engineering design contract to Kimley-Horn in the amount of \$85,400.

- E. Consider Updated Capitola Village and Wharf Business Improvement Area Contract
RECOMMENDED ACTION: Authorize the City Manager to enter into an updated agreement with the Capitola Village and Wharf Business Improvement Area.

9. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Receive Report on Construction Bids Received for Capitola Branch Library Project
RECOMMENDED ACTION: Receive report and provide direction to staff.

Public Works Director Steve Jesberg reported that bids were received last week and unfortunately came in well over the budget. Staff is meeting with the design team to provide options with the existing project or TO reject bids. Staff is not asking for direction at this point and hopes to bring back options soon.

In public comment Jack Digby said the timing is difficult with competition for contractors and suggested delaying the project.

TJ Welch supports the idea of a new library but is discouraged by how much over budget the bids are. He encouraged the City to redesign with a simpler plan.

Gayle Ortiz asked the Council to find a way to build the library within budget. She also noted the city has a contract with the county to build a library now.

Mayor Termini asked project manager David Tanza if the existing plans can be redesigned. Mr. Tanza said the construction market is unstable and other Bay Area cities are facing similar problems, but Capitola has opportunities.

Council Member Bottorff encouraged expediting the process.

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

- B. Receive Report on Status of Measure F Projects on the Beach Jetty, Flume and Wharf and Consider a Contract Amendment for Moffatt and Nichol for These Projects
RECOMMENDED ACTION: Approve a contract amendment to Moffatt and Nichol's contract in the amount of \$524,500 for engineering services for the permitting, engineering, and conceptual design of the Wharf, Flume, and Jetty Improvement Projects.

Project Manager Kailash Mozumber gave a brief overview of actions to date and introduced Sam Tooley of Moffat and Nichol. He explained the amendment would take the flume and jetty projects through final design and permitting, and continue work on design development for the wharf.

Mr. Tooley said that meetings are underway with the Army Corps of Engineers to repair the flume's deteriorated concrete and install a lining. The jetty project will restore rocks and membrane that have shifted over time.

He noted that engineers have recommended widening the portion of the wharf between the shore and the buildings to increase strength. Other opportunities include replacing buildings, replacing the public restroom to make it more accessible and building new restrooms at the foot of the wharf, and adding new seating elements, which were well

Attachment: 6-14 draft minutes (Approval of City Council Minutes)

received by the public at outreach meetings.

Mayor Termini confirmed that the scope of the contract can be modified.

Council members asked how much of the contract includes work on the wharf buildings themselves, and were told design development is \$70,000. Mr. Tooley said during this phase it is most important to clarify costs from the broad estimates that have been presented so far. Design development would provide more concrete figures. In response to questions, Director Jesberg confirmed that buildings could be undertaken in a second phase.

There was no public comment.

Council Member Bottorff expressed concerns that the vision is more than the City can afford for the buildings and he does not wish to put multi-million-dollar structures on an unstable foundation, especially considering sea level rise. He asked if the level of the wharf can be raised and asked about the 20-year estimate under current plans.

Council Member Bertrand asked how much longer life a higher wharf would have.

Mr. Tooley said life estimates require risk analysis and could be included in this phase. He explained that the 20-year estimate for the original proposal is for how long before significant piling repair would be required, not the life of the wharf. Elevating the wharf would be quite complicated but a cost could be provided.

City Manager Goldstein discouraged a more expensive option given that revenue and cost projections are challenging. In response to a question, he said increased height may increase regulatory scrutiny. Director Jesberg explained that the widening at the foot of the wharf supports the initial goal of fewer closings. He confirmed that the only way to raise the wharf is to completely rebuild, which would likely result in longer closures for the businesses on the wharf.

There was Council consensus to approve the contract deferring the building design portion.

MOTION:	APPROVE AN AMENDED CONTRACT THAT DOES NOT INCLUDE DESIGN DEVELOPMENT FOR BUILDINGS ON THE WHARF
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Jacques Bertrand, Vice Mayor
AYES:	Harlan, Bottorff, Termini, Bertrand, Petersen

C. Consider Capitola Beach Festival Special Event Permit

RECOMMENDED ACTION: Review the Capitola Beach Festival Committee's request for a Special Event Permit, including an Encroachment Permit, Amplified Sound Permit, and Banner Permit for the proposed Capitola Beach Festival and provide direction.

Police Chief Terry McManus presented the staff report and noted the Council previously held a conceptual review on March 8. He said the "Little Wharf To Wharf" run and nautical parade would have the greatest staff impact. The run requires road and Village closures, and shuttling participants to their vehicles.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES

June 14, 2018

Holding the nautical parade at night generated concern at the March meeting and the following conditions are recommended to address those worries:

- The start time will be sunset and the event will end by 8:30 p.m.
- Participation limited to 12 float barges
- Provide four water marshals
- Contract lifeguard services
- Include portable beach lighting
- Float lights will be turned on only past the trestle
- First Alarm security hired for trestle entry points

Staff noted that other permits from regulatory agencies may be required for a night parade.

Council Member Bottorff clarified elements regarding lifeguards, trestle closing, and timing for the path lighting to go off.

Council Member Bertrand said he walked the Riverview neighborhood and residents asked about liability for the evening event. Most were open to giving the event a try.

Council Member Petersen asked about plans to move observers off the Riverwalk and learned event organizers will support that effort.

Treasurer Wilk asked if there were concerns about overtime costs. The City will be reimbursed.

In public comment, event committee member Dave Peyton offered details about the parade and floats to limit on-site construction.

Laurie Hill, former Begonia Festival chair, said many festival leaders have joined this effort.

Mayor Termini said that he has been cleared by the City Attorney to participate in this item, but that because he signed the permit application he will not offer comments.

Council Member Bottorff praised the effort put into the planning and asked that a condition requiring two personal floatation devices on each float be added.

Council Member Petersen echoed his praise and feels safety concerns have been addressed.

MOTION:	APPROVE THE REQUESTED PERMITS WITH THE ADDITION OF THE REQUIREMENT FOR TWO PERSONAL FLOATATION DEVICES PER FLOAT TO THE OTHER SPECIAL EVENT CONDITIONS.
RESULT:	ADOPTED AS AMENDED [4 TO 1]
MOVER:	Kristen Petersen, Council Member
SECONDER:	Ed Bottorff, Council Member
AYES:	Ed Bottorff, Michael Termini, Jacques Bertrand, Kristen Petersen
NAYS:	Stephanie Harlan

D. Consider a Resolution for the Levy of Capitola Village and Wharf Business Improvement Area Assessments for Fiscal Year 2018/2019 [140-05]

RECOMMENDED ACTION: Conduct the public hearing and adopt **Resolution No.**

Attachment: 6-14 draft minutes (Approval of City Council Minutes)

4114 levying the Fiscal Year 2018-2019 Capitola Village and Wharf Business Improvement Area (CVWBIA) Assessments and accepting the CVWBIA Annual Plan and budget.

Finance Director Jim Malberg provided a quick overview and introduced Carin Hanna of the CVWBIA to answer questions.

Ms. Hanna said this year there will be more focus on social media marketing and the group hopes to get strong analytics to measure response. CVWBIA member Yellow Bus will help.

Council Member Bertrand asked the history behind the fees and was told many meetings among business owners took place initially. The in-lieu option was added after the first year.

There was no public comment.

Council Member Bottorff said he is working with the CVWBIA on another project and hopes for increased cooperation.

MOTION:	ADOPT THE RESOLUTION AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Kristen Petersen, Council Member
AYES:	Harlan, Bottorff, Termini, Bertrand, Petersen

E. Introduce an Ordinance Amending Chapter 5.24 of the Capitola Municipal Code Pertaining to Entertainment Permits

RECOMMENDED ACTION: Approve the first reading of an ordinance amending Municipal Code Chapter 5.24.

Chief McManus presented the staff report. The proposed amendment would codify existing policy and practice.

Council Member Bertrand confirmed that changes in allowed water use and storm water management prevent businesses from hosing off their own portions of the sidewalk.

There was no public comment.

MOTION:	APPROVE FIRST READING AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Jacques Bertrand, Vice Mayor
AYES:	Harlan, Bottorff, Termini, Bertrand, Petersen

10. **ADJOURNMENT**

The meeting adjourned at 8:37 p.m.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 14, 2018

Michael Termini, Mayor

ATTEST:

Linda Fridy, City Clerk

Attachment: 6-14 draft minutes (Approval of City Council Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Planning Commission Action Minutes

RECOMMENDED ACTION: Receive minutes.

DISCUSSION: Attached for Council review are the action minutes of the June 7, 2018, Planning Commission regular meeting.

ATTACHMENTS:

1. 06-07-2018 Planning Commission Action 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

6/21/2018



**DRAFT ACTION MINUTES
CAPITOLA PLANNING COMMISSION MEETING
THURSDAY, JUNE 7, 2018
7 P.M. – CAPITOLA CITY COUNCIL CHAMBERS**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. ORAL COMMUNICATIONS

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

3. APPROVAL OF MINUTES

1. Planning Commission - Regular Meeting - April 5, 2018 7:00 PM

MOTION: Accept minutes of April 5, 2018.

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

2. Planning Commission - Regular Meeting - May 3, 2018 7:00 PM

MOTION: Accept minutes of May 3, 2018.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	TJ Welch, Chairperson
SECONDER:	Susan Westman, Commissioner
AYES:	Smith, Newman, Welch, Westman, Storey

4. CONSENT CALENDAR

A. 734 Orchid Avenue #18-0136 APN: 036-181-03

Design Permit for an addition to a single-family home, 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: Nora Seaman

Representative: Derek Van Alstine, Designer, Filed: 03.27.2018

MOTION: Approve Design Permit.

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

B. 4795 Garnet Street #18-0154 APN: 034-037-16

Design Permit to add new roofs to an existing nonconforming duplex and detached garage 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: CBP Enterprises

Representative: Heidi Anderson Spicer, Architect, Filed: 04.04.2018

MOTION: Approve Design Permit.

RESULT:	APPROVED [4 TO 0]
MOVER:	Susan Westman, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Welch, Westman, Storey
RECUSED:	Newman

5. PUBLIC HEARINGS

A. 620 Monterey Avenue #18-041 APN: 036-101-38

Coastal Development Permit to demolish one classroom building and 12 existing portable buildings onsite and construct four new buildings for classrooms, art/woodshop rooms, physical education, and locker rooms at New Brighton Middle School.

This project is in the Coastal Zone and requires a Coastal Development Permit that is not appealable to the Coastal Commission.

Environmental Determination: Categorical Exemption

Property Owner: Soquel Union Elementary School District

Representative: Madi Architecture and Planning

MOTION: Approve Coastal Development Permit, as amended.

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

B. 105 Stockton Avenue #18-0170 APN: 035-171-21

Amendment to the Master Sign Program at 103/105 Stockton Avenue to allow an additional wall sign in the C-V (Central Village) Zoning District.

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

Environmental Determination: Categorical Exemption

Property Owner: Peter Hubback

Representative: Vahan Tchakerian, Filed: 04.17.2018

MOTION: Continue Amendment to the Master Sign Program to next regular meeting.

RESULT:	CONTINUED [UNANIMOUS]	Next Meeting: July 19, 2018
MOVER:	Edward Newman, Commissioner	
SECONDER:	TJ Welch, Chairperson	
AYES:	Smith, Newman, Welch, Westman, Storey	

C. Retail Marijuana Sales in Regional Commercial Zoning District

Amendment to Regional Commercial Zoning District to allow a new conditional use for a limited number of retail cannabis establishments, subject to regulations and review criteria, in compliance with state law. The proposed ordinance shall only go into effect if a ballot measure for a cannabis tax is passed by Capitola voters in November 2018.

This zoning amendment will not impact properties in the Coastal Zone and therefore does not require Coastal Commission adoption.

Environmental Determination: Categorical Exemption

Property Owner: All properties in the Regional Commercial zone

Representative: Katie Herlihy, Community Development Director

MOTION: Recommend adoption of Amendment to Regional Commercial Zoning District, as amended.

RESULT:	APPROVED AS AMENDED [3 TO 2]
MOVER:	Susan Westman, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Westman, Storey
NAYS:	Newman, Welch

D. 4015 Capitola Road #17-019 APN: 034-261-40

Design Permit to renovate the existing SEARS into three tenant spaces (Sears, TJ Maxx/Homegoods, and PetSmart) with remodeled exterior facades, two 4,000 square foot building pads for a future development phase, and a Master Sign Program located for the three tenants within the CC (Community Commercial) zoning district.

This project is not located in the Coastal Zone.

Environmental Determination: Categorical Exemption, Section 15270 of the CEQA guidelines

Property Owner: Seritage SRC Finance LLC

Representative: Mark Rone, Cypress Equities

MOTION: Deny Design Permit with prejudice.

RESULT:	DENIED [3 TO 2]
MOVER:	Susan Westman, Commissioner
SECONDER:	Linda Smith, Commissioner
AYES:	Smith, Newman, Westman
NAYS:	Welch, Storey

- 6. DIRECTOR'S REPORT
- 7. COMMISSION COMMUNICATIONS
- 8. ADJOURNMENT

Attachment: 06-07-2018 Planning Commission Action Minutes (June 7, 2018 Planning Commission Action Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: Finance Department

SUBJECT: Approval of City Check Registers Dated May 4, May 11, May 18 and May 25, 2018

RECOMMENDED ACTION: Approve check registers.

Account: City Main				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
5/4/2018	89403	89441	44	\$186,786.05
5/11/2018	89442	89488	47	\$85,891.44
5/18/2018	89489	89545	62	\$187,895.91
5/25/2018	89546	89630	87	\$91,556.14

The main account check register dated April 27, 2018, ended with check #89402.

Account: Library				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
5/4/2018	67	67	1	\$3,059.50
5/18/2018	68	68	1	\$3,135
5/25/2018	69	69	1	\$119,139.72

The library account check register dated April 27, 2018, ended with check #66.

Account: Payroll				
Date	Starting Check #	Ending Check #	Check/EFT Count	Amount
4/28/2018	5325	5325	1	\$21,425.62
5/11/2018	5326	5331	97	\$149,755.56
5/25/2018	5332	5336	94	\$220,462.47

The payroll account check register dated April 27, 2018, ended with check #5324. Check #5325 was a final paycheck for the Community Development Director.

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
EFT 601	CalPERS Health	FN	May health insurance	\$59,909.14

Approval of City Check Registers
June 28, 2018

EFT 602	CalPERS Member Services	FN	PERS contributions PPE 4/21/18	\$48,391.14
EFT 604	IRS	FN	Federal taxes and Medicare PPE 4/21/18	\$24,121.13
89470	Moffat and Nichol	PW	Wharf outreach, conceptual design, geotechnical study	\$20,713.11
89477	SCC Auditor-Controller	PD	April citation processing	\$10,384
89490	Atchison Barisone Condotti & Kovacevich	CM	April legal services	\$32,879.74
89501	Emergency Vehicle Specialists	PD	2018 Ford SUV equipment installation	\$18,455.73
89535	Wells Fargo Bank	FN	April credit card purchases	\$13,303.91
EFT 605	CalPERS Member Services	FN	PERS contributions PPE 5/5/18	\$47,960.10
EFT 607	IRS	FN	Federal taxes and Medicare PPE 5/5/18	\$23,153.52
89572	County of Santa Cruz	CM	Homeless Action Partnership cost share	\$31,525
69	Noll and Tam Architects	PW	Library construction documents, supplemental services, donor recognition	\$119,139.72

ATTACHMENTS:

1. 5/4/18 City Check Register
2. 5/11/18 City Check Register
3. 5/18/18 City Check Register
4. 5/25/18 City Check Register

Report Prepared By: Maura Herlihy
Account Technician

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

6/21/2018

City Main account checks dated May 4, 2018, numbered 89403 to 89441 plus 5 EFTs, totaling \$186,786.05, and 1 Library account check, totaling \$3,059.50, for a grand total of \$189,845.55, have been reviewed and authorized for distribution by the City Manager.

As of May 4, 2018, the unaudited cash balance is \$5,852,854.08.

CASH POSITION - CITY OF CAPITOLA 5/4/18

	<u>Net Balance</u>
General Fund	\$2,161,773.14
Payroll Payables	\$14,244.47
Contingency Reserve Fund	\$1,969,845.66
Facilities Reserve Fund	\$364,261.13
Capital Improvement Fund	\$714,631.78
Stores Fund	\$27,198.99
Information Technology Fund	\$95,004.59
Equipment Replacement	\$224,376.26
Self-Insurance Liability Fund	\$94,396.90
Workers' Comp. Ins. Fund	\$151,391.79
Compensated Absences Fund	<u>\$35,729.37</u>
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$5,852,854.08</u></u>

The Emergency Reserve Fund balance is \$1,310,705.54 (not included above).

The PERS Contingency Fund balance is \$690,408.56 (not included above).

The Library Fund balance is \$590,386.62 (not included above).



 Jamie Goldstein, City Manager

5 | 11 | 18

 Date



 Peter Wilk, City Treasurer

5/9/18

 Date

Attachment: 5/4/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 4, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89403	05/04/2018	Open			AFLAC	\$1,723.96
	Invoice		Date	Description		Amount
	270062		04/25/2018	April employee supplemental insurance 1001 - Payroll Payables		\$1,723.96
89404	05/04/2018	Open			ANDREW DALLY	\$340.00
	Invoice		Date	Description		Amount
	AD041918		04/19/2018	Education reimbursement		\$340.00
89405	05/04/2018	Open			ARCADIA PUBLISHING COMPANY	\$67.11
	Invoice		Date	Description		Amount
	20961949		04/18/2018	Museum books		\$67.11
89406	05/04/2018	Open			ARCHIVES & ARCHITECTURE LLC	\$3,510.00
	Invoice		Date	Description		Amount
	AA042018		04/20/2018	Standards Review - 1725 48th Ave. #17-0403		\$1,300.00
	AA04202018		04/20/2018	Standards Review - 116 Grand Ave. #17-0492		\$1,300.00
	AA282018		02/08/2018	Standards Reviews - 1500 Wharf Road, #17-0497 & #18-0073		\$910.00
89407	05/04/2018	Open			BIG CREEK LUMBER	\$538.48
	Invoice		Date	Description		Amount
	940571		04/20/2018	Wood for Hihn Park		\$39.73
	941781		04/23/2018	Wood for Hihn Park		\$195.81
	945913		04/30/2018	Wood for signs		\$302.94
89408	05/04/2018	Open			CALIFORNIA COAST UNIFORM COMPANY	\$360.63
	Invoice		Date	Description		Amount
	6239		04/18/2018	Zamora uniform shirt, pants, boots		\$360.63
89409	05/04/2018	Open			CALIFORNIA POLICE CHIEFS ASSOCIATION	\$440.00
	Invoice		Date	Description		Amount
	10479		05/01/2018	Membership renewal		\$440.00
89410	05/04/2018	Open			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,598.75
	Invoice		Date	Description		Amount
	POA042718		04/27/2018	POA and gym dues PPE 4/21/18 1001 - Payroll Payables		\$1,598.75
89411	05/04/2018	Open			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$2,108.00
	Invoice		Date	Description		Amount
	2506		03/06/2018	February public meetings		\$680.00
	2491		02/05/2018	January public meetings		\$748.00
	2517		04/05/2018	March public meetings		\$680.00

Attachment: 5/4/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 4, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89412	05/04/2018	Open			ED MORRISON	\$2,400.00
	Invoice		Date	Description		Amount
	2018-05-10		05/01/2018	April inspection services		\$2,400.00
89413	05/04/2018	Open			EWING IRRIGATION	\$374.87
	Invoice		Date	Description		Amount
	5184380		04/24/2018	Irrigation supplies		\$179.65
	5194455		04/25/2018	Irrigation supplies		\$28.56
	5213082		04/27/2018	Benda-board - Depot Hill		\$166.66
89414	05/04/2018	Open			H. MARCHESE - PETTY CASH CUSTODIAN	\$494.33
	Invoice		Date	Description		Amount
	PC043018		04/30/2018	Petty cash expenses		\$494.33
				1000 - General Fund	\$413.65	
				2210 - ISF - Stores Fund	\$80.68	
89415	05/04/2018	Open			HOSE SHOP	\$8.30
	Invoice		Date	Description		Amount
	406104		04/26/2018	Hose		\$8.30
89416	05/04/2018	Open			ICMA RETIREMENT TRUST 457	\$5,479.35
	Invoice		Date	Description		Amount
	41607312		04/27/2018	Employee 457 contributions PPE 4/21/18		\$5,479.35
				1001 - Payroll Payables		
89417	05/04/2018	Open			JACKIE YEUNG	\$750.11
	Invoice		Date	Description		Amount
	JY042018		04/20/2018	ATS training, lodging, mileage reimbursement		\$750.11
89418	05/04/2018	Open			JIM CLARK	\$61.75
	Invoice		Date	Description		Amount
	42618		04/26/2018	Backflow testing		\$61.75
89419	05/04/2018	Open			KVO INDUSTRIES INC.	\$548.20
	Invoice		Date	Description		Amount
	5894reissue		04/20/2018	High pressure laminate		\$548.20
				1200 - Capital Improvement Fund		
89420	05/04/2018	Open			LABORMAX STAFFING	\$1,076.30
	Invoice		Date	Description		Amount
	26-92045		04/30/2018	Seasonal labor		\$1,076.30

Attachment: 5/4/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 4, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89421	05/04/2018	Open			LESLIE CHAVEZ	\$340.00
	Invoice		Date	Description		Amount
	8		04/29/2018	BIA website management and consulting 1321 - BIA - Capitola Village-Wharf BIA		\$340.00
89422	05/04/2018	Open			LIFE INSURANCE CO OF NORTH AMERICA-CIGNA	\$2,324.89
	Invoice		Date	Description		Amount
	CIGNA042718		04/27/2018	April LTD, STD, AD&D, life insurance 1000 - General Fund \$24.02 1001 - Payroll Payables \$2,300.87		\$2,324.89
89423	05/04/2018	Open			LIUNA PENSION FUND	\$902.40
	Invoice		Date	Description		Amount
	CS3681		04/27/2018	April LIUNA pension dues 1001 - Payroll Payables		\$902.40
89424	05/04/2018	Open			MADLINE C HORN	\$450.00
	Invoice		Date	Description		Amount
	018		04/27/2018	April cataloging and organizing museum artifacts		\$450.00
89425	05/04/2018	Open			MARQUIS BOOTH	\$1,003.87
	Invoice		Date	Description		Amount
	MB041918		04/19/2018	Supervisory Leadership course expenses		\$1,003.87
89426	05/04/2018	Open			MISSION PRINTERS	\$259.52
	Invoice		Date	Description		Amount
	56920		04/25/2018	Volunteer dinner invitations & envelopes 2210 - ISF - Stores Fund		\$259.52
89427	05/04/2018	Open			PALACE OFFICE SUPPLIES	\$542.72
	Invoice		Date	Description		Amount
	476735-0		04/24/2018	Office supplies		\$206.82
	477523-0		04/27/2018	Community Center office supplies		\$140.01
	477744-0		04/30/2018	Office supplies 1000 - General Fund \$346.83 2210 - ISF - Stores Fund \$195.89		\$195.89
89428	05/04/2018	Open			PLACEWORKS	\$1,366.25
	Invoice		Date	Description		Amount
	65176		03/31/2018	Draft local coastal plan update 1313 - General Plan Update and Maint		\$1,366.25

Attachment: 5/4/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 4, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89429	05/04/2018	Open			PRAXAIR DISTRIBUTION INC.	\$119.86
	Invoice		Date	Description		Amount
	82581030		04/22/2018	Acetylene rental		\$119.86
89430	05/04/2018	Open			PREFERRED BENEFIT INSURANCE ADMIN.	\$5,787.60
	Invoice		Date	Description		Amount
	EIA24119		04/01/2018	April dental & vision insurance		\$5,787.60
				1000 - General Fund	\$70.50	
				1001 - Payroll Payables	\$5,717.10	
89431	05/04/2018	Open			ROYAL WHOLESALE ELECTRIC	\$51.19
	Invoice		Date	Description		Amount
	7719-629055		04/25/2018	Lightbulbs - CPD		\$51.19
89432	05/04/2018	Open			SANTA CRUZ COUNTY INFORMATION SERVICES	\$3,134.24
	Invoice		Date	Description		Amount
	SCC042418		04/24/2018	Quarterly radio shop charges		\$3,134.24
89433	05/04/2018	Open			SCC ENVIRONMENTAL HEALTH SVC	\$1,669.00
	Invoice		Date	Description		Amount
	IN0087926		04/24/2018	McGregor site mitigation oversight charges		\$75.00
	IN0087854		05/02/2018	Corp. yard fuel storage health permit		\$1,594.00
89434	05/04/2018	Open			SOQUEL NURSERY GROWERS INC.	\$43.26
	Invoice		Date	Description		Amount
	0000343208		04/26/2018	Plants		\$43.26
89435	05/04/2018	Open			TOM HELD	\$973.61
	Invoice		Date	Description		Amount
	TH041918		04/19/2018	Law enforcement executive development seminar		\$973.61
89436	05/04/2018	Open			UNITED WAY OF SANTA CRUZ COUNTY	\$45.00
	Invoice		Date	Description		Amount
	UW042718		04/27/2018	Employee United Way contributions		\$45.00
				1001 - Payroll Payables		
89437	05/04/2018	Open			UPEC LIUNA LOCAL 792	\$1,255.50
	Invoice		Date	Description		Amount
	1885		04/27/2018	April UPEC union dues		\$1,255.50
				1001 - Payroll Payables		

Attachment: 5/4/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 4, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89438	05/04/2018	Open			US BANK PARS	\$323.15
	Invoice		Date	Description		Amount
	PARS042718		04/27/2018	PARS contributions PPE 4/21/18 1001 - Payroll Payables		\$323.15
89439	05/04/2018	Open			WHEELCHAIRS OF SAN MATEO & TECH	\$3,953.10
	Invoice		Date	Description		Amount
	00009940		10/17/2017	Wheelchair parts for Valdez		\$3,953.10
89440	05/04/2018	Open			Cindy Marler	\$100.00
	Invoice		Date	Description		Amount
	2003286.002		04/30/2018	Facility rental security deposit refund		\$100.00
89441	05/04/2018	Open			Oscar Valdez	\$98.30
	Invoice		Date	Description		Amount
	OV042918		04/29/2018	Parking meter tools reimbursement		\$98.30
Type Check Totals:						\$46,623.60
<u>EFT</u>						
600	04/30/2018	Open			STATE DISBURSEMENT UNIT	\$1,232.76
	Invoice		Date	Description		Amount
	LODQ1ES6657		04/30/2018	Employee Garnishments PPE 4/21/18 1001 - Payroll Payables		\$1,232.76
601	05/02/2018	Open			CalPERS Health Insurance	\$59,909.14
	Invoice		Date	Description		Amount
	1001066072		05/02/2018	May health insurance		\$59,909.14
				1000 - General Fund	\$2,358.61	
				1001 - Payroll Payables	\$57,550.53	
602	05/02/2018	Open			CalPERS Member Services Division	\$48,391.14
	Invoice		Date	Description		Amount
	1001066144-7		05/02/2018	PERS contributions PPE 4/21/18		\$48,391.14
				1000 - General Fund	(\$0.22)	
				1001 - Payroll Payables	\$48,391.36	
603	05/02/2018	Open			EMPLOYMENT DEVELOPMENT DEPT	\$6,508.28
	Invoice		Date	Description		Amount
	0-921-921-088		05/02/2018	State taxes PPE 4/21/18 1001 - Payroll Payables		\$6,508.28

Attachment: 5/4/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 4, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
604	05/02/2018	Open			INTERNAL REVENUE SERVICE	\$24,121.13
	Invoice		Date	Description		Amount
	14095900		05/02/2018	Federal taxes & Medicare PPE 4/21/18 1001 - Payroll Payables		\$24,121.13
Type EFT Totals:						\$140,162.45

Library - Library

Check

67	05/04/2018	Open			BOGARD CONSTRUCTION INC	\$3,059.50
	Invoice		Date	Description		Amount
	160707-20		04/30/2018	Library project management & signs 1360 - Library Fund		\$3,059.50
Type Check Totals:						\$3,059.50

CITY - Main City Totals

	Counts:	Totals:
Checks	39	\$46,623.60
EFTs	5	\$140,162.45
All	44	\$186,786.05

Library - Library Totals

Checks	1	\$3,059.50
EFTs	0	\$0.00
All	1	\$3,059.50

Grand Totals:

Checks	40	\$49,683.10
EFTs	5	\$140,162.45
All	45	\$189,845.55

Attachment: 5/4/18 City Check Register (Approval of City Check Registers)

City Main account checks dated May 11, 2018, numbered 89442 to 89488, totaling \$85,891.44, and 5 Payroll account checks plus 92 EFTs, totaling \$149,755.56, for a grand total of \$235,647.00, have been reviewed and authorized for distribution by the City Manager.

As of May 11, 2018, the unaudited cash balance is \$6,058,364.84.

CASH POSITION - CITY OF CAPITOLA 5/11/18

	<u>Net Balance</u>
1000 General Fund	\$1,940,698.54
1001 Payroll Payables	\$135,689.74
1010 Contingency Reserve Fund	\$1,969,845.66
1025 Facilities Reserve Fund	\$364,261.13
1200 Capital Improvement Fund	\$1,034,714.00
2210 Stores Fund	\$27,002.90
2211 Information Technology Fund	\$84,146.17
2212 Equipment Replacement	\$220,488.64
2213 Self-Insurance Liability Fund	\$94,396.90
2214 Workers' Comp. Ins. Fund	\$151,391.79
2216 Compensated Absences Fund	<u>\$35,729.37</u>
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$6,058,364.84</u></u>

The Emergency Reserve Fund balance is \$1,310,705.54 (not included above)
The PERS Contingency Fund balance is \$690,408.56 (not included above)
The Library Fund balance is \$590,386.62 (not included above).



Jamie Goldstein, City Manager

5/11/18

Date



Peter Wilk, City Treasurer

5/24/18

Date

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89442	05/11/2018	Open			ALLSAFE LOCK COMPANY	\$80.43
	Invoice		Date	Description		Amount
	50503		04/23/2018	Re-key lifeguard room		\$80.43
89443	05/11/2018	Open			ALVAREZ TECHNOLOGY GROUP INC	\$7,322.50
	Invoice		Date	Description		Amount
	46269		05/01/2018	June IT services		\$7,322.50
				2211 - ISF - Information Technology		
89444	05/11/2018	Open			APTOS LANDSCAPE SUPPLY INC.	\$332.02
	Invoice		Date	Description		Amount
	463954		04/19/2018	Top soil		\$68.36
	464874		04/30/2018	Rock		\$263.66
89445	05/11/2018	Open			AT&T/CALNET 3	\$1,411.55
	Invoice		Date	Description		Amount
	000011215281		04/13/2018	April telephone service		\$1,411.55
				1000 - General Fund	\$1,093.23	
				2211 - ISF - Information Tech	\$318.32	
89446	05/11/2018	Open			AT&T/CALNET 3	\$4,955.62
	Invoice		Date	Description		Amount
	000011215949		04/13/2018	April T-1 access and new radio circuit for antenna installation		\$4,955.62
				1000 - General Fund	\$1,068.00	
				2212 - ISF- Equipment Replace	\$3,887.62	
89447	05/11/2018	Open			AUTOMATION TEST ASSOCIATES	\$40.00
	Invoice		Date	Description		Amount
	46094		04/22/2018	April wharf meter reading		\$40.00
				1311 - Wharf		
89448	05/11/2018	Open			AVENU MUNISERVICES	\$1,304.32
	Invoice		Date	Description		Amount
	INV06-002638		04/30/2018	Quarterly sales tax audit service		\$1,304.32
89449	05/11/2018	Open			CADILLAC DESIGNS INC.	\$1,161.25
	Invoice		Date	Description		Amount
	7497-2		05/03/2018	Sign refurbishing final installment		\$1,161.25
89450	05/11/2018	Open			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$578.00
	Invoice		Date	Description		Amount
	2527		05/01/2018	April televised public meetings		\$578.00

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89451	05/11/2018	Open			CRAIG FEENEY	\$2,957.68
	Invoice		Date	Description		Amount
	87		04/19/2018	City Hall HVAC repairs		\$2,957.68
89452	05/11/2018	Open			D & G SANITATION	\$252.65
	Invoice		Date	Description		Amount
	249837		04/30/2018	McGregor park portable toilets		\$252.65
89453	05/11/2018	Open			E G HAMMOND CONSULTING	\$1,050.00
	Invoice		Date	Description		Amount
	EGH050218		05/02/2018	Art and Culture Commission planning services 1315 - Public Art Fee Fund		\$1,050.00
89454	05/11/2018	Open			EWING IRRIGATION	\$18.92
	Invoice		Date	Description		Amount
	5240063		04/30/2018	Top soil		\$18.92
89455	05/11/2018	Open			FIRST SECURITY	\$325.50
	Invoice		Date	Description		Amount
	557119		04/20/2018	McGregor skate park patrol		\$325.50
89456	05/11/2018	Open			FLYERS ENERGY LLC	\$1,640.67
	Invoice		Date	Description		Amount
	18-683534		04/30/2018	425 gallons ethanol		\$1,640.67
89457	05/11/2018	Open			FRED C. BEYERS	\$260.00
	Invoice		Date	Description		Amount
	FB050418		05/04/2018	Softball Officials 4/23 - 5/4/18		\$260.00
89458	05/11/2018	Open			GEORGE McMENAMIN	\$670.00
	Invoice		Date	Description		Amount
	2018-7		05/09/2018	April and May Riparian restoration services		\$670.00

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89459	05/11/2018	Open			HOME DEPOT CREDIT SERVICES	\$689.50
	Invoice		Date	Description		Amount
	8564603		04/10/2018	Digital angle finder, hanging supplies		\$56.47
	2591102		04/06/2018	Crimping tool, socket sets, rust stopper		\$79.35
	6591835		04/12/2018	Sanitizer, ABS cement, fittings		\$18.43
	5015233		04/13/2018	Plumbing supplies		\$16.10
	5591885		04/13/2018	Plumbing supplies		\$19.13
	5591904		04/13/2018	Pipe wrench		\$107.42
	9570273		04/19/2018	Fiber disc, socket driver adapter set, hex key		\$60.60
	4580141		04/24/2018	Tape measure, pipe, cap		\$43.04
	0560356		04/18/2018	Plumbing supplies		\$24.34
	0560366		04/18/2018	Gloves - Thomas		\$10.83
	8585535		04/20/2018	Grabber, screwdriver, sink hair snare		\$14.94
	4570988		04/24/2018	Plumbing supplies		\$18.35
	8055592		04/30/2018	Propane exchange		\$22.75
	8022676		04/30/2018	Come-along winch		\$43.37
	4043021		04/24/2018	Rasp file		\$4.31
	6043995		05/02/2018	Push broom		\$27.09
	6572236		05/02/2018	Saw blades		\$56.32
	5023025		05/03/2018	Sunglasses, back support belt		\$55.01
	5594098		05/03/2018	Threshold, pencils		\$11.65
				1000 - General Fund	\$674.56	
				1311 - Wharf	\$14.94	
89460	05/11/2018	Open			HUB INTERNATIONAL	\$68.18
	Invoice		Date	Description		Amount
	HUB043018		05/02/2018	April Community Center facility rental insurance		\$68.18
89461	05/11/2018	Open			JOSE LOPEZ	\$2,257.72
	Invoice		Date	Description		Amount
	JL05092018		05/09/2018	Bandstand painting		\$2,257.72
89462	05/11/2018	Open			KBA Docusys Inc.	\$482.31
	Invoice		Date	Description		Amount
	INV662012		05/01/2018	City Hall and Recreation copier usage		\$135.23
	INV662013		05/01/2018	City Hall copier usage charges		\$347.08
				1000 - General Fund	\$13.23	
				2211 - ISF - Information Tech	\$469.08	
89463	05/11/2018	Open			KELLY MOORE PAINT COMPANY INC.	\$61.92
	Invoice		Date	Description		Amount
	803-00000761589		05/07/2018	Street painting supplies		\$61.92

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89464	05/11/2018	Open			KINGS PAINT AND PAPER INC.	\$97.12
	Invoice		Date	Description		Amount
	A0266431		04/30/2018	Graffiti supplies		\$97.12
89465	05/11/2018	Open			LABORMAX STAFFING	\$846.60
	Invoice		Date	Description		Amount
	26-92329		05/04/2018	Seasonal labor		\$846.60
89466	05/11/2018	Open			MANPOWER	\$1,292.88
	Invoice		Date	Description		Amount
	32679295		04/22/2018	Temporary receptionist		\$646.44
	32701412		04/29/2018	Temporary receptionist		\$646.44
89467	05/11/2018	Open			MID COUNTY AUTO SUPPLY	\$1,471.82
	Invoice		Date	Description		Amount
	73119		04/12/2018	Super clean		\$31.61
	73103		04/12/2018	Brake sensor		\$14.44
	73003		04/11/2018	Brake fluid		\$43.44
	72947		04/10/2018	Air filter		\$52.90
	72902		04/10/2018	Hex screw sets		\$19.52
	72721		04/09/2018	SPG international slides		\$73.60
	72335		04/05/2018	LED tractor lamps		\$324.82
	72348		04/05/2018	Wiring		\$15.31
	71926		04/02/2018	Brake bolt kit		\$7.08
	71946		04/02/2018	Piston tools		\$17.94
	72077		04/03/2018	Rotors		\$331.23
	71909		04/02/2018	Rotors, pads		\$267.50
	73469		04/16/2018	Metal spray gun		\$8.17
	73435		04/16/2018	Auto light bulbs		\$17.83
	73715		04/18/2018	Cement mixer oil		\$9.83
	73521		04/16/2018	Power inverter		\$381.45
	74632		04/26/2018	Grease		\$25.60
	74100		04/20/2018	Returned filters, lube, fluid		(\$196.77)
	74706		04/26/2018	Power steering fluid		\$23.60
	75518		05/04/2018	Transmission funnel		\$2.72
				1000 - General Fund	\$1,446.22	
				1311 - Wharf	\$25.60	

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City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89468	05/11/2018	Open			MISSION LINEN SUPPLY	\$782.77
	Invoice		Date	Description		Amount
	507146313		04/11/2018	Linen service, shop towels		\$44.18
	507099520		04/04/2018	Linen service, shop towels		\$44.18
	507172478		04/16/2018	PD mat service		\$51.57
	507146314		04/11/2018	Linen service		\$121.42
	507191451		04/18/2018	Fleet linen service, shop towels		\$44.18
	507191452		04/18/2018	Linen service		\$95.44
	507239712		04/25/2018	Linen service, towels, mats		\$121.42
	507219396		04/23/2018	Community Center mats & mops		\$72.71
	507239711		04/25/2018	Shop linen service & towels		\$44.18
	507285693		05/02/2018	Shop linen service, towels		\$44.18
	507285694		05/02/2018	Corp yard linen service		\$99.31
89469	05/11/2018	Open			MISSION PRINTERS	\$101.90
	Invoice		Date	Description		Amount
	56814		05/03/2018	Business cards		\$46.90
	56891		05/03/2018	Business cards		\$55.00
				2210 - ISF - Stores Fund		
89470	05/11/2018	Open			MOFFATT AND NICHOL	\$20,713.11
	Invoice		Date	Description		Amount
	733725		05/04/2018	Wharf outreach, conceptual design, geotechnical study		\$20,713.11
				1200 - Capital Improvement Fund		
89471	05/11/2018	Open			NICHOLS CONSULTING ENGINEERS CHTD	\$665.00
	Invoice		Date	Description		Amount
	303075508		05/01/2018	Fanmar Rehab. progress meeting & utility coordination		\$665.00
				1200 - Capital Improvement Fund		

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89472	05/11/2018	Open			ORCHARD SUPPLY HARDWARE	\$1,153.73
	Invoice		Date	Description		Amount
	159114		04/03/2018	Gloves		\$12.42
	045142		04/03/2018	Batteries		\$15.51
	159325		04/04/2018	Goof Off removal spray		\$4.13
	036370		04/04/2018	Drain opener, key tags		\$18.62
	159422		04/04/2018	Graffiti removal supplies		\$39.97
	020738		04/05/2018	Tri-flow teflon lubricant		\$11.38
	021841		04/09/2018	Gloves - Cooper		\$17.59
	021843		04/09/2018	Pole scraper		\$8.27
	150658		04/10/2018	Painting supplies		\$33.06
	022202		04/10/2018	Painting supplies		\$19.63
	046723		04/11/2018	Poster strips		\$3.10
	046587		04/11/2018	Painting supplies		\$24.66
	151003		04/12/2018	Septonic		\$61.03
	151004		04/12/2018	Cut off blades		\$16.52
	022669		04/12/2018	Fishermans sunglasses, brushes, rake		\$54.84
	151073		04/12/2018	Rope		\$25.63
	037883		04/12/2018	Cactus, wand		\$39.33
	046888		04/12/2018	P traps		\$24.81
	151141		04/12/2018	Pliers		\$41.40
	023979		04/16/2018	Wood screws, paint rollers		\$35.31
	023994		04/16/2018	High visibility vest		\$42.43
	023918		04/16/2018	Heater hose 3/4 od		\$24.73
	152228		04/18/2018	Trap adapter		\$6.18
	048076		04/19/2018	Head lamp - Cooper		\$64.18
	048254		04/20/2018	Groundcover bark		\$20.67
	153080		04/23/2018	Plumbing supplies		\$81.50
	048983		04/23/2018	Blades		\$19.45
	026303		04/24/2018	Broom		\$31.05
	026321		04/24/2018	Screws, paint, tape, glue, washers		\$38.52
	153508		04/24/2018	Finishing trowel - Cooper		\$26.91
	030706		04/26/2018	Gopher trap		\$10.34
	153888		04/27/2018	Plants		\$33.40
	027439		04/28/2018	Hardware		\$14.22
	031527		04/29/2018	Graffiti supplies		\$34.44
	032006		05/01/2018	Sunglasses and paint		\$21.72
	026536		04/25/2018	Shop cleaning supplies		\$18.81
	024201		04/17/2018	Concrete mix		\$28.91
	026672		04/25/2018	Rope, WD-40, batteries		\$56.63
	027079		04/27/2018	Gloves		\$35.19
	028376		05/01/2018	Drum sanding kit		\$18.62
	028399		05/01/2018	Madrel, wood protect		\$18.62
				1000 - General Fund	\$1,092.70	
				1311 - Wharf	\$61.03	

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89473	05/11/2018	Open			PALACE OFFICE SUPPLIES	\$100.95
	Invoice		Date	Description		Amount
	479182-0		05/07/2018	Wipes, paper, cleaner		\$65.24
	474509-0		04/16/2018	Nameplates		\$25.29
	9490026-0		04/20/2018	Print protector		\$6.76
	478824-0		05/04/2018	Key tags		\$3.66
				1000 - General Fund	\$6.76	
				2210 - ISF - Stores Fund	\$94.19	
89474	05/11/2018	Open			PAST PERFECT SOFTWARE INC.	\$440.00
	Invoice		Date	Description		Amount
	2018-34339		04/23/2018	Museum collection management software annual renewal		\$440.00
				2211 - ISF - Information Technology		
89475	05/11/2018	Open			SAN LORENZO LUMBER	\$816.00
	Invoice		Date	Description		Amount
	55-0354243		04/10/2018	Wood		\$44.33
	55-0354832		04/12/2018	Concrete		\$15.15
	55-0355523		04/16/2018	Wood for stencils		\$45.09
	56-0074006		04/19/2018	Plants		\$110.46
	55-0357715		04/24/2018	Washers, impact heads, wonder bar		\$42.71
	55-0358117		04/25/2018	Rope, hex nuts, bolts		\$98.56
	55-0356284		04/18/2018	Concrete, wood		\$70.02
	55-0354695		04/12/2018	Concrete and wood		\$102.97
	55-0355886		04/17/2018	Wood - stencils		\$8.67
	55-0359218		04/30/2018	Wood and concrete - Riverview		\$41.30
	57-0041863		04/25/2018	Door bottom		\$32.38
	55-0360067		05/02/2018	Wood - Riverview		\$152.94
	55-0360329		05/03/2018	Impact sockets		\$51.42
				1000 - General Fund	\$717.44	
				1311 - Wharf	\$98.56	
89476	05/11/2018	Open			SANTA CRUZ APTOS AUTO TOWING	\$96.00
	Invoice		Date	Description		Amount
	8912		05/01/2018	Tow flat bed truck to Corp Yard		\$96.00
89477	05/11/2018	Open			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$10,384.00
	Invoice		Date	Description		Amount
	SCC050318		05/03/2018	April citation processing		\$10,384.00
89478	05/11/2018	Open			SANTA CRUZ MUNICIPAL UTILITIES	\$211.06
	Invoice		Date	Description		Amount
	SCMU041218		04/30/2018	April water service for medians		\$211.06

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89479	05/11/2018	Open			SANTA CRUZ SENTINEL	\$467.20
	Invoice		Date	Description		Amount
	0001122330		04/30/2018	April public notices		\$467.20
89480	05/11/2018	Open			SLOAN SAKAI YEUNG AND WONG LLP	\$5,275.65
	Invoice		Date	Description		Amount
	37611		03/31/2018	March labor negotiations		\$5,275.65
89481	05/11/2018	Open			SOQUEL CREEK WATER DISTRICT	\$5,401.11
	Invoice		Date	Description		Amount
	SCWD042618		04/26/2018	April water usage and irrigation fees		\$5,401.11
				1000 - General Fund	\$4,783.37	
				1311 - Wharf	\$617.74	
89482	05/11/2018	Open			SPECTRUM BUSINESS	\$3,689.95
	Invoice		Date	Description		Amount
	0000178041918		04/19/2018	April internet service		\$3,689.95
				1000 - General Fund	\$1,381.43	
				2211 - ISF - Information Tech	\$2,308.52	
89483	05/11/2018	Open			STATE STEEL COMPANY	\$147.08
	Invoice		Date	Description		Amount
	124445		05/02/2018	Pipe		\$147.08
89484	05/11/2018	Open			SUPPLYWORKS	\$1,292.43
	Invoice		Date	Description		Amount
	437946734		05/01/2018	Cleaning supplies		\$1,292.43
89485	05/11/2018	Open			TOYOTA OF SANTA CRUZ	\$196.34
	Invoice		Date	Description		Amount
	178921		04/25/2018	Replacement tire for 2017 Toyota Tacoma		\$196.34
89486	05/11/2018	Open			WEBER HAYES & ASSOCIATES INC.	\$1,980.00
	Invoice		Date	Description		Amount
	11559		05/07/2018	Construction stormwater monitoring		\$1,980.00
89487	05/11/2018	Open			WESTERN EXTERMINATOR COMPANY	\$114.00
	Invoice		Date	Description		Amount
	5865440		02/12/2018	City Hall - rodent control		\$57.00
	5861191		02/09/2018	Turnouts - rodent control		\$57.00
89488	05/11/2018	Open			Scott Lange	\$234.00
	Invoice		Date	Description		Amount
	2003288.002		05/01/2018	Junior Guard participant refund		\$234.00
Type Check Totals:						\$85,891.44

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 11, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
CITY - Main City Totals					Counts	Totals
Checks					47	\$85,891.44
EFTs					0	\$0.00
All					47	\$85,891.44
WELLS - Payroll Totals						
Checks					5	\$2,507.35
EFTs					92	\$147,248.21
All					97	\$149,755.56
Grand Totals:						
Checks					52	\$88,398.79
EFTs					92	\$147,248.21
All					144	\$235,647.00

Attachment: 5/11/18 City Check Register (Approval of City Check Registers)

City Main account checks dated May 18, 2018, numbered 89489 to 89545 plus 5 EFTs, totaling \$187,895.91, and 1 Library account check, totaling \$3,135.00, for a grand total of \$191,030.91, have been reviewed and authorized for distribution by the City Manager.

As of May 18, 2018, the unaudited cash balance is \$6,070,484.65.

CASH POSITION - CITY OF CAPITOLA 5/18/18

	<u>Net Balance</u>
General Fund	\$2,057,647.78
Payroll Payables	\$49,117.39
Contingency Reserve Fund	\$1,969,845.66
Facilities Reserve Fund	\$364,261.13
Capital Improvement Fund	\$1,034,714.00
Stores Fund	\$26,536.07
Information Technology Fund	\$83,410.78
Equipment Replacement	\$204,507.78
Self-Insurance Liability Fund	\$93,322.90
Workers' Comp. Ins. Fund	\$151,391.79
Compensated Absences Fund	<u>\$35,729.37</u>
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$6,070,484.65</u></u>

The Emergency Reserve Fund balance is \$1,310,705.54 (not included above).
The PERS Contingency Fund balance is \$690,408.56 (not included above).
The Library Fund balance is \$587,251.62 (not included above).



Jamie Goldstein, City Manager

5/22/18

Date



Peter Wilk, City Treasurer

5/24/18

Date

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89489	05/18/2018	Open			A TOOL SHED	\$110.00
	Invoice		Date	Description		Amount
	1274848-5		05/09/2018	Compactor rammer		\$110.00
89490	05/18/2018	Open			ATCHISON BARISONE CONDOTTI & KOVACEVICI	\$32,879.74
	Invoice		Date	Description		Amount
	ABCK050718		05/07/2018	April legal services		\$32,879.74
89491	05/18/2018	Open			BRINKS AWARDS & SIGNS	\$580.75
	Invoice		Date	Description		Amount
	79550		02/02/2018	Junior guard award ribbons		\$580.75
89492	05/18/2018	Open			CA DEPARTMENT OF JUSTICE	\$96.00
	Invoice		Date	Description		Amount
	301137		05/03/2018	Fingerprinting for seasonal recreation staff		\$96.00
89493	05/18/2018	Open			CA LAW ENFORCEMENT ASSOCIATION	\$490.00
	Invoice		Date	Description		Amount
	CLEA041818		04/18/2018	May POA long term disability 1001 - Payroll Payables		\$490.00
89494	05/18/2018	Open			CALIFORNIA POLICE CHIEFS ASSOCIATION	\$145.00
	Invoice		Date	Description		Amount
	9901		05/01/2018	Membership renewal for Captain Held		\$145.00
89495	05/18/2018	Open			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,598.75
	Invoice		Date	Description		Amount
	POA05052018		05/11/2018	POA and gym dues PPE 5/5/18 1001 - Payroll Payables		\$1,598.75
89496	05/18/2018	Open			CASEY PRINTING	\$4,705.61
	Invoice		Date	Description		Amount
	36109011		05/04/2018	Summer brochure printing		\$4,705.61
89497	05/18/2018	Open			CLEAN BUILDING MAINTENANCE CO.	\$3,719.13
	Invoice		Date	Description		Amount
	19745		04/30/2018	April janitorial services		\$3,719.13
				1000 - General Fund	\$3,453.63	
				1311 - Wharf	\$265.50	
89498	05/18/2018	Open			COMMUNITY ACTION BOARD	\$2,117.42
	Invoice		Date	Description		Amount
	CAB042618		04/26/2018	March emergency housing program admin and rent assistance 5552 - Cap Hsg Succ- Program Income		\$2,117.42

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89499	05/18/2018	Open			COMMUNITY PRINTERS	\$1,597.49
	Invoice		Date	Description		Amount
	21088011		05/04/2018	BIA visitor guide brochures (15,000) 1321 - BIA - Capitola Village-Wharf BIA		\$1,597.49
89500	05/18/2018	Open			CRYSTAL SPRINGS WATER CO.	\$221.75
	Invoice		Date	Description		Amount
	CSW043018		04/30/2018	April drinking water		\$221.75
89501	05/18/2018	Open			EMERGENCY VEHICLE SPECIALISTS INC.	\$18,455.73
	Invoice		Date	Description		Amount
	8506		05/04/2018	2018 Ford SUV equipment installation 2212 - ISF - Equipment Replacement		\$18,455.73
89502	05/18/2018	Open			EMPLOYMENT DEVELOPMENT DEPT	\$1,074.00
	Invoice		Date	Description		Amount
	L0632046240		05/01/2018	Quarterly unemployment claims 2213 - ISF - Self-Insurance Liability		\$1,074.00
89503	05/18/2018	Open			EWING IRRIGATION	\$611.72
	Invoice		Date	Description		Amount
	5266858		05/04/2018	Irrigation supplies		\$180.26
	5276513		05/05/2018	Carson box		\$35.44
	5290585		05/08/2018	Irrigation supplies		\$208.29
	5290586		05/08/2018	Irrigation supplies		\$23.61
	5301320		05/09/2018	Irrigation supplies		\$164.12
89504	05/18/2018	Open			FLYERS ENERGY LLC	\$2,089.60
	Invoice		Date	Description		Amount
	18-687367		05/07/2018	394 gallons of ethanol		\$1,529.69
	18-687368		05/07/2018	146 gallons of diesel		\$559.91
89505	05/18/2018	Open			GARDAWORLD	\$191.97
	Invoice		Date	Description		Amount
	10394438		05/01/2018	May armored car transport		\$191.97
89506	05/18/2018	Open			GEORGE McMENAMIN	\$644.01
	Invoice		Date	Description		Amount
	2018-8		05/16/2018	May riparian restoration services		\$644.01
89507	05/18/2018	Open			HONEYWELL	\$2,563.38
	Invoice		Date	Description		Amount
	810460		04/27/2018	Parking envelopes (20,000)		\$2,563.38

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89508	05/18/2018	Open			HOSE SHOP	\$63.23
	Invoice		Date	Description		Amount
	406465		05/10/2018	Hose		\$63.23
89509	05/18/2018	Open			HUMBOLDT PETROLEUM LLC	\$13.00
	Invoice		Date	Description		Amount
	087435		04/30/2018	April car washes		\$13.00
89510	05/18/2018	Open			HYDROSCIENCE ENGINEERS INC.	\$7,132.50
	Invoice		Date	Description		Amount
	331011008		05/01/2018	Olive Garden stormwater services #17-054		\$3,477.50
	331014002		05/01/2018	New Brighton stormwater services #17-097		\$3,655.00
89511	05/18/2018	Open			ICMA RETIREMENT TRUST 457	\$5,422.73
	Invoice		Date	Description		Amount
	41615397		05/11/2018	Employee 457 contributions PPE 5/5/18 1001 - Payroll Payables		\$5,422.73
89512	05/18/2018	Open			KATHY D'ANGELO	\$64.32
	Invoice		Date	Description		Amount
	000m-03312018		03/31/2018	Museum supplies - 6 SD cards		\$64.32
89513	05/18/2018	Open			KBA Docusys Inc.	\$98.10
	Invoice		Date	Description		Amount
	INV663195		05/03/2018	Staples for copier 2211 - ISF - Information Technology		\$98.10
89514	05/18/2018	Open			KINGS PAINT AND PAPER INC.	\$39.57
	Invoice		Date	Description		Amount
	A0266930		05/10/2018	Rust destroyer		\$39.57
89515	05/18/2018	Open			LABORMAX STAFFING	\$846.60
	Invoice		Date	Description		Amount
	26-92612		05/11/2018	Seasonal labor		\$846.60
89516	05/18/2018	Open			MACKAY METERS INC	\$360.69
	Invoice		Date	Description		Amount
	1050266		04/30/2018	April MacKay meters monthly fees, credit card fees		\$360.69
89517	05/18/2018	Open			MASTER CLEANERS	\$1,107.87
	Invoice		Date	Description		Amount
	MC043018		04/30/2018	April uniform cleaning		\$1,107.87

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89518	05/18/2018	Open			MONTEREY ONE WATER	\$380.00
	Invoice		Date	Description		Amount
	12398		05/04/2018	Regional stormwater TV advertisement program share		\$380.00
89519	05/18/2018	Open			O'REILLY AUTO PARTS	\$107.88
	Invoice		Date	Description		Amount
	2763-369978		05/09/2018	Circuit breakers		\$107.88
89520	05/18/2018	Open			ORCHARD SUPPLY HARDWARE	\$83.84
	Invoice		Date	Description		Amount
	038048		04/13/2018	Machete		\$20.70
	023894		04/16/2018	Bleach		\$6.19
	048095		04/19/2018	Painting supplies		\$19.69
	026960		04/26/2018	Parking meter supplies and socket		\$37.26
89521	05/18/2018	Open			OUTDOOR WORLD INC.	\$1,398.05
	Invoice		Date	Description		Amount
	36892		05/04/2018	Public Works work pants (32 pairs)		\$1,398.05
89522	05/18/2018	Open			PALACE OFFICE SUPPLIES	\$10.03
	Invoice		Date	Description		Amount
	479884-0		05/10/2018	Award certificates 2210 - ISF - Stores Fund		\$10.03
89523	05/18/2018	Open			PET PALS DISCOUNT PET SUPPLIES	\$81.68
	Invoice		Date	Description		Amount
	1885463		02/14/2018	K-9 supplies		\$81.68
89524	05/18/2018	Open			PLAY IT AGAIN SPORTS	\$162.75
	Invoice		Date	Description		Amount
	PIAS051118		05/11/2018	Dumbbells for recreation center		\$162.75
89525	05/18/2018	Open			SCC INFORMATION SERVICES	\$521.99
	Invoice		Date	Description		Amount
	SCISD052018		04/30/2018	May open query service		\$521.99
89526	05/18/2018	Open			SANTA CRUZ COUNTY OFFICE OF EDUCATION	\$30.00
	Invoice		Date	Description		Amount
	18270		05/03/2018	New hire fingerprinting		\$30.00
89527	05/18/2018	Open			SANTA CRUZ LIVE SCAN INC	\$120.00
	Invoice		Date	Description		Amount
	21307		03/31/2018	Recreation seasonal staff fingerprinting		\$90.00
	21313		04/30/2018	Recreation employee fingerprinting		\$30.00

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89528	05/18/2018	Open			U.S. BANK EQUIPMENT FINANCE	\$481.80
	Invoice		Date	Description		Amount
	356790741		05/03/2018	Copier leases		\$481.80
				1000 - General Fund	\$25.00	
				2210 - ISF - Stores Fund	\$456.80	
89529	05/18/2018	Open			U.S. BANK EQUIPMENT FINANCE	\$103.56
	Invoice		Date	Description		Amount
	356790683		05/03/2018	Recreation copier lease		\$103.56
89530	05/18/2018	Open			U.S. BANK EQUIPMENT FINANCE	\$288.85
	Invoice		Date	Description		Amount
	356790873		05/03/2018	PD copier leases		\$288.85
89531	05/18/2018	Open			UNITED RENTALS (NORTH AMERICA) INC.	\$37.04
	Invoice		Date	Description		Amount
	157231814-001		05/14/2018	Safety vests		\$37.04
89532	05/18/2018	Open			US BANK PARS	\$328.54
	Invoice		Date	Description		Amount
	PARS051118		05/11/2018	PARS contributions PPE 5/5/18		\$328.54
				1001 - Payroll Payables		
89533	05/18/2018	Open			WATSONVILLE BLUEPRINT	\$33.32
	Invoice		Date	Description		Amount
	77520		05/15/2018	Capitola Rd. traffic calming scans		\$33.32
89534	05/18/2018	Open			WATSONVILLE POLICE DEPARTMENT	\$500.00
	Invoice		Date	Description		Amount
	R18-CPD-001		05/03/2018	Range training (2 days)		\$500.00

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89535	05/18/2018	Open			WELLS FARGO BANK	\$13,303.91
	Invoice		Date	Description		Amount
	WF050218		05/02/2018	April credit card purchases		\$13,303.91
				Purchases over \$500 threshold:		
				Battery backup	\$588.29	
				Reupholster truck seat	\$560.62	
				Radio antenna & equipment	\$634.39	
				Radio antenna & equipment	\$3,161.69	
				Fireproof file cabinet	\$2,179.00	
				Benches	\$3,024.62	
				Universal joint, isolators, parts	\$563.16	
				1000 - General Fund	\$8,507.74	
				2211 - ISF - Information Tech	\$637.29	
				2212 - ISF - Equipment Replace	\$4,158.88	
89536	05/18/2018	Open			WESTERN EXTERMINATOR COMPANY	\$114.00
	Invoice		Date	Description		Amount
	6016005		04/30/2018	City Hall - rodent control		\$57.00
	5997548		04/30/2018	Turnouts - rodent control		\$57.00
89537	05/18/2018	Open			Carl Couchman	\$109.00
	Invoice		Date	Description		Amount
	2003291.002		05/07/2018	Class refund		\$109.00
89538	05/18/2018	Open			Christina Nguyen	\$36.00
	Invoice		Date	Description		Amount
	199126171		05/07/2018	Citation refund		\$36.00
89539	05/18/2018	Open			Elizabeth Nowicki	\$500.00
	Invoice		Date	Description		Amount
	17-059		05/14/2018	Refund tree permit #17-059		\$500.00
89540	05/18/2018	Open			Jay Irvine	\$58.00
	Invoice		Date	Description		Amount
	199127971		05/08/2018	Citation refund		\$58.00
89541	05/18/2018	Open			Justin Clegg	\$96.00
	Invoice		Date	Description		Amount
	111125838		05/07/2018	Citation refund		\$96.00
89542	05/18/2018	Open			Martha Wlodarczyk	\$72.00
	Invoice		Date	Description		Amount
	199123972		05/07/2018	Citation refund		\$72.00

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89543	05/18/2018	Open			Oren Yaqobi	\$36.00
	Invoice		Date	Description		Amount
	211124486		05/02/2018	Citation refund		\$36.00
89544	05/18/2018	Open			Paradise Landscape Inc.	\$500.00
	Invoice		Date	Description		Amount
	18-061		05/11/2018	Refund tree permit #18-061		\$500.00
89545	05/18/2018	Open			Todd or Tamar Frey	\$82.00
	Invoice		Date	Description		Amount
	177123608		05/07/2018	Citation refund		\$82.00
Type Check Totals:						\$108,616.90
<u>EFT</u>						
605	05/15/2018	Open			CalPERS Member Services Division	\$47,960.10
	Invoice		Date	Description		Amount
	1001074520-3		05/15/2018	PERS contributions PPE 5/5/18		\$47,960.10
				1000 - General Fund	(\$0.18)	
				1001 - Payroll Payables	\$47,960.28	
606	05/15/2018	Open			EMPLOYMENT DEVELOPMENT DEPT	\$6,385.77
	Invoice		Date	Description		Amount
	1-458-345-536		05/15/2018	State taxes PPE 5/5/18		\$6,385.77
				1001 - Payroll Payables		
607	05/15/2018	Open			INTERNAL REVENUE SERVICE	\$23,153.52
	Invoice		Date	Description		Amount
	35605740		05/15/2018	Federal taxes & Medicare PPE 5/5/18		\$23,153.52
				1001 - Payroll Payables		
608	05/14/2018	Open			STATE DISBURSEMENT UNIT	\$1,232.76
	Invoice		Date	Description		Amount
	JXZBY5U6657		05/14/2018	Employee garnishments PPE 5-5-18		\$1,232.76
				1001 - Payroll Payables		
609	5/11/2018	Open			WELLS FARGO BANK	\$546.86
	Invoice		Date	Description		Amount
	WF051118		5/11/2018	May client analysis charges		\$546.86
Type EFT Totals:						\$79,279.01

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 18, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
Library - Library						
<u>Check</u>						
68	05/18/2018	Open			HYDROSCIENCE ENGINEERS INC.	\$3,135.00
	Invoice		Date	Description		Amount
	331012008		05/01/2018	Library stormwater review services 1360 - Library Fund		\$3,135.00
Type Check Totals:						\$3,135.00

	Counts:	Totals:
CITY - Main City Totals		
Checks	57	\$108,616.90
EFTs	5	\$79,279.01
All	62	\$187,895.91
Library - Library Totals		
Checks	1	\$3,135.00
EFTs	0	\$0.00
All	1	\$3,135.00
Grand Totals:		
Checks	58	\$111,751.90
EFTs	5	\$79,279.01
All	63	\$191,030.91

Attachment: 5/18/18 City Check Register (Approval of City Check Registers)

City Main account checks dated May 25, 2018, numbered 89546 to 89630 plus 2 EFTs, totaling \$91,556.14, 1 Library account check, totaling \$119,139.72, and 6 Payroll account checks and 88 EFTs, totaling \$220,462.47, for a grand total of \$431,158.33, have been reviewed and authorized for distribution by the City Manager.

As of May 25, 2018, the unaudited cash balance is \$6,491,889.24.

CASH POSITION - CITY OF CAPITOLA 5/25/18

	<u>Net Balance</u>
General Fund	\$2,313,831.49
Payroll Payables	\$215,891.91
Contingency Reserve Fund	\$1,969,845.66
Facilities Reserve Fund	\$363,040.63
Capital Improvement Fund	\$1,034,714.00
Stores Fund	\$26,473.04
Information Technology Fund	\$83,140.67
Equipment Replacement	\$204,507.78
Self-Insurance Liability Fund	\$93,322.90
Workers' Comp. Ins. Fund	\$151,391.79
Compensated Absences Fund	<u>\$35,729.37</u>
TOTAL UNASSIGNED GENERAL FUNDS	<u><u>\$6,491,889.24</u></u>

The Emergency Reserve Fund balance is \$1,310,705.54 (not included above).
The PERS Contingency Fund balance is \$690,408.56 (not included above).
The Library Fund balance is \$468,111.90 (not included above).



Jamie Goldstein, City Manager

5/30/18
Date



Peter Wilk, City Treasurer

6/12/18
Date

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89546	05/23/2018	Open			ARTS COUNCIL OF SANTA CRUZ COUNTY	\$1,000.00
	Invoice		Date	Description		Amount
	ACSCC052318		05/23/2018	Committed portion of Plein Air sales		\$1,000.00
89547	05/25/2018	Open			A TOOL SHED	\$140.00
	Invoice		Date	Description		Amount
	1273454-5		05/17/2018	Mower rental		\$140.00
89548	05/25/2018	Open			ADRIENNE HARRELL	\$837.20
	Invoice		Date	Description		Amount
	AH042618		04/26/2018	Late Spring Instructor Payments 2018		\$837.20
89549	05/25/2018	Open			ALLSAFE LOCK COMPANY	\$12.11
	Invoice		Date	Description		Amount
	50498		05/17/2018	Keys		\$12.11
89550	05/25/2018	Open			AMERICAN PUBLIC WORKS ASSOCIATION	\$196.00
	Invoice		Date	Description		Amount
	APWA050718		05/07/2018	Annual membership renewal - Laurent		\$196.00
89551	05/25/2018	Open			ANA LUCIA DAVIDSON	\$55.90
	Invoice		Date	Description		Amount
	ALD042618		04/26/2018	Late Spring Instructor Payments 2018		\$55.90
89552	05/25/2018	Open			APTOS LANDSCAPE SUPPLY INC.	\$149.74
	Invoice		Date	Description		Amount
	466403		05/17/2018	Pathway bark		\$74.87
	466477		05/18/2018	Pathway bark		\$74.87
89553	05/25/2018	Open			ARCADIA PUBLISHING COMPANY	\$268.46
	Invoice		Date	Description		Amount
	20968038		05/02/2018	Museum supplies		\$268.46
89554	05/25/2018	Open			AT&T	\$9.17
	Invoice		Date	Description		Amount
	ATT050118		05/01/2018	May long distance charges		\$9.17
				1000 - General Fund	\$4.50	
				2211 - ISF - Information Tech	\$4.67	

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89555	05/25/2018	Open			B & B SMALL ENGINE REPAIR	\$233.61
	Invoice		Date	Description		Amount
	397307		05/15/2018	Trimmer line, oil		\$115.56
	397452		05/16/2018	Autocut		\$33.58
	397856		05/22/2018	String trimmer		\$84.47
89556	05/25/2018	Open			BAY PLUMBING SUPPLY INC.	\$11.09
	Invoice		Date	Description		Amount
	S1419556.001		05/03/2018	Plumbing supplies		\$11.09
89557	05/25/2018	Open			BEAR ELECTRICAL SOLUTIONS INC.	\$1,084.00
	Invoice		Date	Description		Amount
	6249		04/28/2018	Traffic signal maintenance - routine		\$616.00
	6248		04/28/2018	Traffic signal maintenance - response 1310 - Gas Tax		\$468.00
89558	05/25/2018	Open			BECKY ADAMS	\$176.80
	Invoice		Date	Description		Amount
	BA050718		05/07/2018	Late Spring Instructor Payments 2018		\$176.80
89559	05/25/2018	Open			BILL TASHNICK	\$66.00
	Invoice		Date	Description		Amount
	BT051818		05/18/2018	Softball Officials 5/7-5/18/2018		\$66.00
89560	05/25/2018	Open			BIOBAG AMERICAS INC.	\$2,645.51
	Invoice		Date	Description		Amount
	456788		05/18/2018	Dog waste bags		\$2,645.51
89561	05/25/2018	Open			BMI IMAGING SYSTEMS INC	\$3,439.45
	Invoice		Date	Description		Amount
	308592		04/30/2018	April records imaging service		\$3,439.45
89562	05/25/2018	Open			BSN SPORTS LLC	\$308.68
	Invoice		Date	Description		Amount
	902241370		05/09/2018	Field striping paint 1317 - Technology Fee Fund		\$308.68
89563	05/25/2018	Open			BTJ ENTERPRISES	\$1,609.80
	Invoice		Date	Description		Amount
	185015		05/18/2018	Twilight concerts postcard mailing		\$1,609.80

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89564	05/25/2018	Open			CALE AMERICA INC.	\$1,829.00
	Invoice		Date	Description		Amount
	149450		04/30/2018	April CALE parking paystation monthly fees		\$1,829.00
89565	05/25/2018	Open			CALIFORNIA BUILDING STANDARDS COMMISSION	\$426.60
	Invoice		Date	Description		Amount
	CBSC123117		12/31/2017	Oct-Dec. building standards admin. fee		\$171.90
	CBSC033118		03/31/2018	Jan-March building standards admin. fee		\$254.70
89566	05/25/2018	Open			CALIFORNIA COAST UNIFORM COMPANY	\$20.00
	Invoice		Date	Description		Amount
	6297		05/08/2018	Uniform alterations		\$20.00
89567	05/25/2018	Open			CHARMAINE MONIZ	\$35.10
	Invoice		Date	Description		Amount
	CM042618		04/26/2018	Late Spring Instructor Payments 2018		\$35.10
89568	05/25/2018	Open			CHUCK DICKS	\$123.50
	Invoice		Date	Description		Amount
	CD042618		04/26/2018	Late Spring Instructor Payments 2018		\$123.50
89569	05/25/2018	Open			CLAUDIO FRANCA	\$247.00
	Invoice		Date	Description		Amount
	CF042618		04/26/2018	Late Spring Instructor Payments 2018		\$247.00
89570	05/25/2018	Open			COASTAL WATERSHED COUNCIL	\$51.02
	Invoice		Date	Description		Amount
	1655		04/30/2018	Stormwater education materials		\$51.02
89571	05/25/2018	Open			COMPLETE MAILING SERVICE INC.	\$1,221.23
	Invoice		Date	Description		Amount
	3253		05/09/2018	Summer class brochure		\$1,221.23
89572	05/25/2018	Open			COUNTY OF SANTA CRUZ	\$31,525.00
	Invoice		Date	Description		Amount
	WS1718-2		05/11/2018	Homeless Action Partnership cost share		\$31,525.00
89573	05/25/2018	Open			DAVE JOHNSTON	\$161.20
	Invoice		Date	Description		Amount
	DJ050718		05/07/2018	Late Spring Instructor Payments 2018		\$161.20

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89574	05/25/2018	Open			DAVID SCOTT COBABE	\$2,325.64
	Invoice		Date	Description		Amount
	DSC050718		05/07/2018	Late Spring Instructor Payments 2018		\$2,325.64
89575	05/25/2018	Open			DAWN MAC LAUGHLIN	\$625.95
	Invoice		Date	Description		Amount
	DM042618		04/26/2018	Late Spring Instructor Payments 2018		\$625.95
89576	05/25/2018	Open			DORAN POLYGRAPH SERVICES	\$275.00
	Invoice		Date	Description		Amount
	2018911		05/20/2018	Pre-employment polygraph for sworn officer		\$275.00
89577	05/25/2018	Open			DOUG PENNY	\$288.60
	Invoice		Date	Description		Amount
	DP051718		05/17/2018	Late Spring Instructor Payments 2018		\$288.60
89578	05/25/2018	Open			EDITH LENI	\$520.00
	Invoice		Date	Description		Amount
	EL050718		05/07/2018	Late Spring Instructor Payments 2018		\$520.00
89579	05/25/2018	Open			EWING IRRIGATION	\$492.48
	Invoice		Date	Description		Amount
	5311969		05/10/2018	Irrigation supplies		\$164.12
	5322173		05/11/2018	Plumbing supplies		\$241.82
	5346766		05/15/2018	Sprayer		\$86.54
89580	05/25/2018	Open			FERESHTEH FATEMI	\$63.70
	Invoice		Date	Description		Amount
	FF050718		05/07/2018	Late Spring Instructor Payments 2018		\$63.70
89581	05/25/2018	Open			FIRST ALARM	\$215.16
	Invoice		Date	Description		Amount
	394351		05/15/2018	June - August security system monitoring		\$215.16
89582	05/25/2018	Open			FRANK PERRY	\$380.17
	Invoice		Date	Description		Amount
	FP051718		05/17/2018	Museum supplies		\$380.17
89583	05/25/2018	Open			FRANK PHANTON	\$1,220.50
	Invoice		Date	Description		Amount
	FP051618		05/16/2018	City Hall remodel design 1025 - Facilities Reserve Fund		\$1,220.50

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City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89584	05/25/2018	Open			FRED C. BEYERS	\$234.00
	Invoice		Date	Description		Amount
	FB051818		05/18/2018	Softball Officials 5/7-5/18/2018		\$234.00
89585	05/25/2018	Open			GINA ENRIQUEZ	\$4,610.00
	Invoice		Date	Description		Amount
	GE051718		05/17/2018	Late Spring Instructor Payments 2018		\$4,610.00
89586	05/25/2018	Open			GRANICUS LLC	\$1,190.70
	Invoice		Date	Description		Amount
	98106		06/01/2018	June legislative management software 1320 - PEG - Public Education and Govt		\$1,190.70
89587	05/25/2018	Open			GRANITE ROCK COMPANY	\$3,924.00
	Invoice		Date	Description		Amount
	5834-KRAIL		05/18/2018	180 feet Krail		\$3,924.00
89588	05/25/2018	Open			GREEN LINE	\$970.00
	Invoice		Date	Description		Amount
	67511		05/15/2018	Pump village dry wells		\$970.00
89589	05/25/2018	Open			HANYA FOJACO	\$1,023.75
	Invoice		Date	Description		Amount
	HF050718		05/07/2018	Late Spring Instructor Payments 2018 1321 - BIA - Capitola Village-Wharf BIA		\$1,023.75
89590	05/25/2018	Open			HO KUK MU SUL CORPORATION	\$156.00
	Invoice		Date	Description		Amount
	HKMSC042618		04/26/2018	Late Spring Instructor Payments 2018		\$156.00
89591	05/25/2018	Open			HOMELESS SERVICE CENTER OF SANTA CRUZ COUNTY	\$1,340.00
	Invoice		Date	Description		Amount
	HSC050918		05/09/2018	Community grant funding		\$1,340.00
89592	05/25/2018	Open			JANICE THERESA ENSMINGER	\$234.00
	Invoice		Date	Description		Amount
	JTE042618		04/26/2018	Late Spring Instructor Payments 2018		\$234.00
89593	05/25/2018	Open			JEANI MITCHELL	\$526.50
	Invoice		Date	Description		Amount
	JM050718		05/07/2018	Late Spring Instructor Payments 2018		\$526.50

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89594	05/25/2018	Open			KBA Docusys Inc.	\$32.51
	Invoice		Date	Description		Amount
	INV666435		05/14/2018	Community Center copier usage charges		\$32.51
89595	05/25/2018	Open			KELLY MOORE PAINT COMPANY INC.	\$131.85
	Invoice		Date	Description		Amount
	803-00000763566		05/18/2018	Acetone, paint		\$131.85
89596	05/25/2018	Open			LABORMAX STAFFING	\$3,071.40
	Invoice		Date	Description		Amount
	26-92895		05/18/2018	Seasonal labor		\$3,071.40
89597	05/25/2018	Open			LEAGUE OF CALIFORNIA CITIES Monterey Bay Division	\$25.00
	Invoice		Date	Description		Amount
	8212		05/14/2018	Division meeting registration for mayor		\$25.00
89598	05/25/2018	Open			LESLIE CHAVEZ	\$420.00
	Invoice		Date	Description		Amount
	9		05/22/2018	BIA website management and consulting		\$420.00
89599	05/25/2018	Open			LORRAINE KINNAMON	\$445.25
	Invoice		Date	Description		Amount
	LK051718		05/17/2018	Late Spring Instructor Payments 2018		\$445.25
89600	05/25/2018	Open			MADELINE C HORN	\$420.00
	Invoice		Date	Description		Amount
	019		05/21/2018	Museum cataloging & organizing artifacts		\$420.00
89601	05/25/2018	Open			MICHAEL G LEW	\$187.20
	Invoice		Date	Description		Amount
	MGL042618		04/26/2018	Late Spring Instructor Payments 2018		\$187.20
89602	05/25/2018	Open			MICHELE FAIA	\$819.00
	Invoice		Date	Description		Amount
	MF042618		04/26/2018	Late Spring Instructor Payments 2018		\$819.00
89603	05/25/2018	Open			MILLER'S TRANSFER & STORAGE CO.	\$365.90
	Invoice		Date	Description		Amount
	89899		04/05/2018	April record storage and March warehouse handling		\$218.90
	89806		03/06/2018	March record storage		\$147.00

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89604	05/25/2018	Open			NANCY HOWELLS	\$44.20
	Invoice		Date	Description		Amount
	NH042618		04/26/2018	Late Spring Instructor Payments 2018		\$44.20
89605	05/25/2018	Open			OLIVE SPRINGS QUARRY INC.	\$157.62
	Invoice		Date	Description		Amount
	114666		05/14/2018	1/2" asphalt 1310 - Gas Tax		\$157.62
89606	05/25/2018	Open			OUTDOOR WORLD INC.	\$229.37
	Invoice		Date	Description		Amount
	36906		05/10/2018	Pants (5 pairs)		\$229.37
89607	05/25/2018	Open			PALACE OFFICE SUPPLIES	\$249.48
	Invoice		Date	Description		Amount
	479948-0		05/14/2018	Dry erase markers, ruler		\$18.33
	480704-0		05/16/2018	Office supplies		\$159.87
	479664-0		05/09/2018	Office supplies		\$63.03
	9499387-0		05/23/2018	Museum supplies		\$8.25
				1000 - General Fund	\$186.45	
				2210 - ISF - Stores Fund	\$63.03	
89608	05/25/2018	Open			PAT EVANS	\$123.50
	Invoice		Date	Description		Amount
	PE042618		04/26/2018	Late Spring Instructor Payments 2018		\$123.50
89609	05/25/2018	Open			PAULA BLISS	\$561.60
	Invoice		Date	Description		Amount
	PB042618		04/26/2018	Late Spring Instructor Payments 2018		\$561.60
89610	05/25/2018	Open			PUBLIC ENGINES INC.	\$1,425.60
	Invoice		Date	Description		Amount
	25804		05/01/2018	Crime Reports annual renewal		\$1,425.60
89611	05/25/2018	Open			SALINAS VALLEY PRO SQUAD	\$562.43
	Invoice		Date	Description		Amount
	287607		04/12/2018	Uniform for Quolas		\$562.43
89612	05/25/2018	Open			SANDY MARRUJO	\$491.40
	Invoice		Date	Description		Amount
	SM050718		05/07/2018	Late Spring Instructor Payments 2018		\$491.40

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89613	05/25/2018	Open			SANTA CRUZ CORE FITNESS & REHAB	\$19.50
	Invoice		Date	Description		Amount
	SCCFR042618		04/26/2018	Late Spring Instructor Payments 2018		\$19.50
89614	05/25/2018	Open			SECURITY SHORING AND STEEL PLATES INC	\$53.00
	Invoice		Date	Description		Amount
	152513		05/14/2018	Steel plate and lifting eye		\$53.00
89615	05/25/2018	Open			SHARON LACY	\$370.50
	Invoice		Date	Description		Amount
	SL042618		04/26/2018	Late Spring Instructor Payments 2018		\$370.50
89616	05/25/2018	Open			SIAOSI SELE-AMA	\$96.20
	Invoice		Date	Description		Amount
	SSA042618		04/26/2018	Late Spring Instructor Payments 2018		\$96.20
89617	05/25/2018	Open			SPORT ABOUT GRAPHICS	\$2,608.77
	Invoice		Date	Description		Amount
	7709		05/16/2018	Junior guard t-shirts		\$2,608.77
89618	05/25/2018	Open			SPRINT	\$2,190.61
	Invoice		Date	Description		Amount
	788070596-009		05/03/2018	April cell phone charges		\$2,190.61
89619	05/25/2018	Open			STAPLES ADVANTAGE	\$117.96
	Invoice		Date	Description		Amount
	8049780883		05/05/2018	Office supplies		\$117.96
89620	05/25/2018	Open			STOP COMPANY	\$669.26
	Invoice		Date	Description		Amount
	1104		05/11/2018	Sign stands, flags, signs		\$643.10
	1106		05/11/2018	Signs		\$26.16
89621	05/25/2018	Open			SUELLEN MCCUTCHEN	\$214.50
	Invoice		Date	Description		Amount
	SEM042618		04/26/2018	Late Spring Instructor Payments 2018		\$214.50
89622	05/25/2018	Open			SUMMIT UNIFORMS	\$548.44
	Invoice		Date	Description		Amount
	49092		03/23/2018	Uniform for Moreno		\$548.44

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
89623	05/25/2018	Open			SUPPLYWORKS	\$1,256.39
	Invoice		Date	Description		Amount
	440228211		05/18/2018	Cleaning supplies		\$1,256.39
89624	05/25/2018	Open			TARGET SPECIALTY PRODUCTS	\$773.68
	Invoice		Date	Description		Amount
	PI0799593		05/11/2018	Fertilizer		\$773.68
89625	05/25/2018	Open			THE CLEANING MACHINE INC.	\$570.00
	Invoice		Date	Description		Amount
	6220		05/07/2018	Sidewalk cleaning		\$570.00
89626	05/25/2018	Open			THELMA FREEMAN	\$375.00
	Invoice		Date	Description		Amount
	0286		05/17/2018	Twilight concerts postcard design		\$375.00
89627	05/25/2018	Open			TRENISE POT	\$2,525.90
	Invoice		Date	Description		Amount
	TP050718		05/07/2018	Late Spring Instructor Payments 2018		\$2,525.90
89628	05/25/2018	Open			VICTORIA M JOHNSON	\$172.25
	Invoice		Date	Description		Amount
	VMJ042618		04/26/2018	Late Spring Instructor Payments 2018		\$172.25
89629	05/25/2018	Open			WATSONVILLE BLUEPRINT	\$121.81
	Invoice		Date	Description		Amount
	77702		05/22/2018	#17-019 4015 Cap. Rd. SEARS scans		\$121.81
89630	05/25/2018	Open			WENDY NOLAN	\$209.30
	Invoice		Date	Description		Amount
	WN042618		04/26/2018	Late Spring Instructor Payments 2018		\$209.30
Type Check Totals:						\$91,155.70
<u>EFT</u>						
610	05/25/2018	Open			DISCOVERY BENEFITS	\$135.00
	Invoice		Date	Description		Amount
	0000873096-IN		04/30/2018	April COBRA and FSA		\$135.00
611	05/25/2018	Open			ADP LLC	\$265.44
	Invoice		Date	Description		Amount
	514661237		05/18/2018	EZ Labor timesheet processing fees 2211 - ISF - Information Technology		\$265.44
Type EFT Totals:						\$400.44

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)

City Checks Issued May 25, 2018

Check Number	Invoice Number	Status	Invoice Date	Description	Payee Name	Transaction Amount
Library - Library						
<u>Check</u>						
69	05/25/2018	Open			NOLL AND TAM ARCHITECTS	\$119,139.72
	Invoice		Date	Description		Amount
	0057759		04/30/2018	Library construction docs, supplemental svcs, donor recognition		\$119,139.72
				1360 - Library Fund		
Type Check Totals:						\$119,139.72

	Counts:	Totals:
CITY - Main City Totals		
Checks	85	\$91,155.70
EFTs	2	\$400.44
All	87	\$91,556.14
Library - Library Totals		
Checks	1	\$119,139.72
EFTs	0	\$0.00
All	1	\$119,139.72
WELLS - Payroll Totals		
Checks	6	\$5,456.29
EFTs	88	\$215,006.18
All	94	\$220,462.47
Grand Totals:		
Checks	92	\$215,751.71
EFTs	90	\$215,406.62
All	182	\$431,158.33

Attachment: 5/25/18 City Check Register (Approval of City Check Registers)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Schedule Appeal of the Planning Commission Denial of Application 17-019, 4015 Capitola Road

RECOMMENDED ACTION: Schedule the appeal hearing for the regular City Council meeting of October 25, 2018.

BACKGROUND/DISCUSSION: On June 7, 2018, the Planning Commission held a hearing for application #17-019, the Sears property at 4015 Capitola Road, and denied the application with prejudice. The applicant appealed the decision on June 18 (Attachment 1). Capitola Municipal Code §2.52.030 requires the City Council either to hear or schedule the appeal at its next regular meeting. The City Clerk reached out to the applicant's attorney about setting the appeal for the July 26 meeting, but the applicant indicated its team could not make that date and requested October 25.

FISCAL IMPACT: None

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

6/21/2018



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: Public Works Department

SUBJECT: Approval of Project Plans, Specifications, and Construction Estimate and Authorization of Advertising for Bids for 38th Avenue Sidewalk

RECOMMENDED ACTION: Approve the plans, specifications, and construction estimate for the 38th Avenue Sidewalk project; authorize the Department of Public Works to advertise for construction bids; and authorize the Public Works Director to award a contract to the lowest responsive bidder in an amount not to exceed the construction estimate.

BACKGROUND: Included in the 2018-19 Capital Improvement Program is the 38th Avenue Sidewalk project that will construct new sidewalk along the western side of 38th Avenue from Capitola Road approximately 450 feet south. (See Attachment 1.) This project will fill in a gap in the sidewalk network that has been identified in both the General Plan and Regional Transportation Improvement Program. All the adjacent property owners have been consulted with regarding the sidewalk improvements and have signed right-of-entry agreements. The project will also include the replacement of a section of failed sidewalk along Capitola Road immediately west of 38th Avenue.

DISCUSSION: The project schedule is as follows:

Plan approval	June 28, 2018
Bid opening	August 1, 2018
Contract Award	August 9, 2018
Construction	September 2018

FISCAL IMPACT: The construction estimate is \$108,661 (Attachment 2). Funding is from an Regional Surface Transportation Program Exchange grant from the Santa Cruz County Regional Transportation Commission of \$96,450 with the balance coming from a general fund allocation to the project.

ATTACHMENTS:

1. 38th Avenue Plans
2. 38th Avenue Cost Estimate

Report Prepared By: Steve Jesberg
Public Works Director

38th Avenue Sidewalk to bid
June 28, 2018

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

6/21/2018

IMPROVEMENT PLANS 38TH AVENUE SIDEWALK RECONSTRUCTION PROJECT CAPITOLA, CALIFORNIA

- GENERAL NOTES**
- THE CONTRACTOR SHALL MAKE A DETAILED AND THOROUGH STUDY OF THESE PLANS AND SPECIFICATIONS AND SHALL VERIFY ALL EXISTING CONDITIONS AND TO CORROBORATE THE CONTRACTOR'S ASSESSMENT OF THE WORK. THE CONTRACTOR'S ASSESSMENT OF THE WORK SHOWN FOR SIMILAR CONDITIONS.
 - ALL EXISTING UTILITIES SHALL BE IDENTIFIED AND DELETED IN ACCORDANCE WITH THE CITY OF CAPITOLA STANDARD DETAILS, AND THE SPECIAL PROVISIONS NOTED HEREON.
 - THE CONTRACTOR SHALL IMMEDIATELY REPORT TO THE ENGINEER ANY DISCREPANCIES, OMISSIONS, OR CHANGES IN APPROVED PLANS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER.
 - ANY REQUEST FOR ALTERNATIONS OR SUBSTITUTIONS MUST BE PRESENTED IN WRITING TO THE ENGINEER AND APPROVAL WILL BE GIVEN AND THESE DOCUMENTS OF ANY KIND WILL BE APPROVED ON ANY WORK.
 - ALL CONSTRUCTION SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE CITY OF CAPITOLA DESIGN SPECIFICATIONS FOR CALIFORNIA STANDARD SPECIFICATIONS AND ORDINANCES (CURRENT, LATEST EDITION, AND ALL AMENDMENTS AND SUPPLEMENTS).
 - ALL UNDERGROUND UTILITIES SHALL BE INSTALLED PRIOR TO THE PLACEMENT OF ANY NEW CURB, SIDEWALK, & PAVEMENT.
 - NO CHANGES IN THE APPROVED IMPROVEMENT PLANS SHALL BE MADE WITHOUT PRIOR WRITTEN APPROVAL OF THE ENGINEER.
 - CONSTRUCTION SHALL BE ACCORDING TO THE STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS OF THE PROJECT. INCLUDING THE CITY OF CAPITOLA DESIGN SPECIFICATIONS FOR CALIFORNIA STANDARD SPECIFICATIONS AND ORDINANCES (CURRENT, LATEST EDITION, AND ALL AMENDMENTS AND SUPPLEMENTS).
 - THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK.
 - ONLY CONTRACTORS SHALL EXERCISE ALL NECESSARY CAUTION TO PROTECT EXISTING UTILITIES AND STRUCTURES. ALL UTILITIES AND STRUCTURES IN PLACE SHALL BE PROTECTED AND NOT BE DAMAGED OR FACILITIES ARE SHOWN ON THESE PLANS. THE CONTRACTOR IS ADVISED TO CONTACT ALL UTILITIES PRIOR TO BEGINNING WORK. THE PROJECT INSPECTOR SHALL BE PRESENT WHILE THE UNDERGROUND SERVICE LOCATOR IS DIGIT.



VICINITY MAP
NOT TO SCALE

SHEET INDEX

C1.0	COVER SHEET
C2.0	SIDEWALK RECONSTRUCTION PLAN
C3.0	STANDARD DETAILS

LEGEND

□	AREA DRAIN OR CATCH BASIN
○	BENCHMARK
—	FENCE LINE
—	FIRE HYDRANT
—	FOUND MONUMENT AS NOTED
—	D&S LINE
—	PROPERTY LINE
—	SANITARY SEWER LINE
—	SET RANDOM NAIL
—	SON
—	SPOT ELEVATION
—	STORM DRAIN LINE
—	TREE
—	WATER LINE

ABBREVIATIONS

AC	ASPHALT CONCRETE
CB	CATCH BASIN
CC	CONCRETE
CD	CONCRETE DRAIN
CE	CONCRETE ELEVATION
CF	CONCRETE FINISH
CG	CONCRETE GRADING
CH	CONCRETE HATCH
CI	CONCRETE INTERLOCK
CJ	CONCRETE JOINT
CK	CONCRETE KEY
CL	CONCRETE CURB
CM	CONCRETE MASONRY
CN	CONCRETE NAIL
CO	CONCRETE OAK
CP	CONCRETE PAVEMENT
CQ	CONCRETE QUARRY
CR	CONCRETE REINFORCEMENT
CS	CONCRETE SLOPE
CT	CONCRETE TOP
CU	CONCRETE UNDERLAY
CV	CONCRETE VENEER
CW	CONCRETE WALL
CX	CONCRETE WINDOW
CY	CONCRETE YARD
CZ	CONCRETE ZONE
CA	CONCRETE AREA
CB	CONCRETE BENCH
CC	CONCRETE CURB
CD	CONCRETE DRAIN
CE	CONCRETE ELEVATION
CF	CONCRETE FINISH
CG	CONCRETE GRADING
CH	CONCRETE HATCH
CI	CONCRETE INTERLOCK
CJ	CONCRETE JOINT
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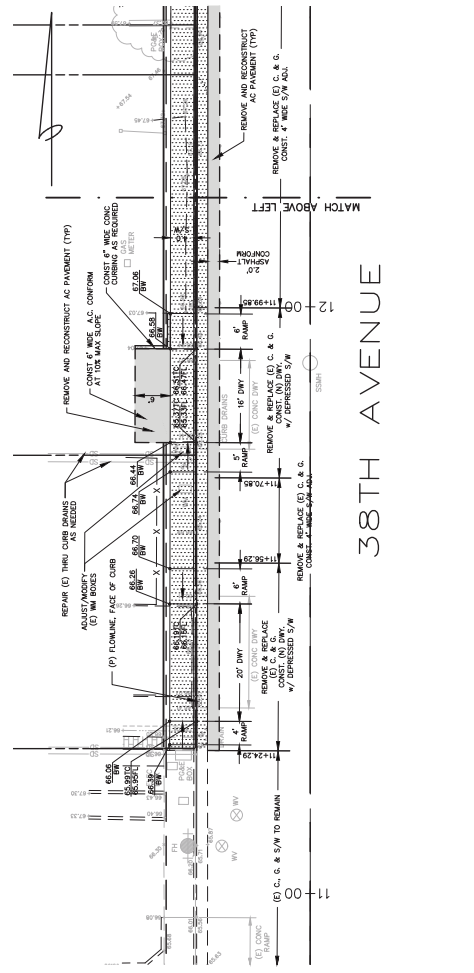
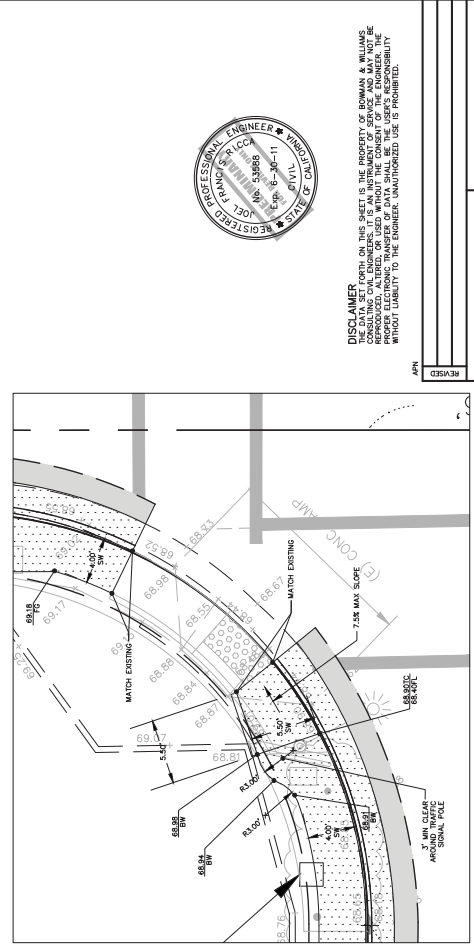
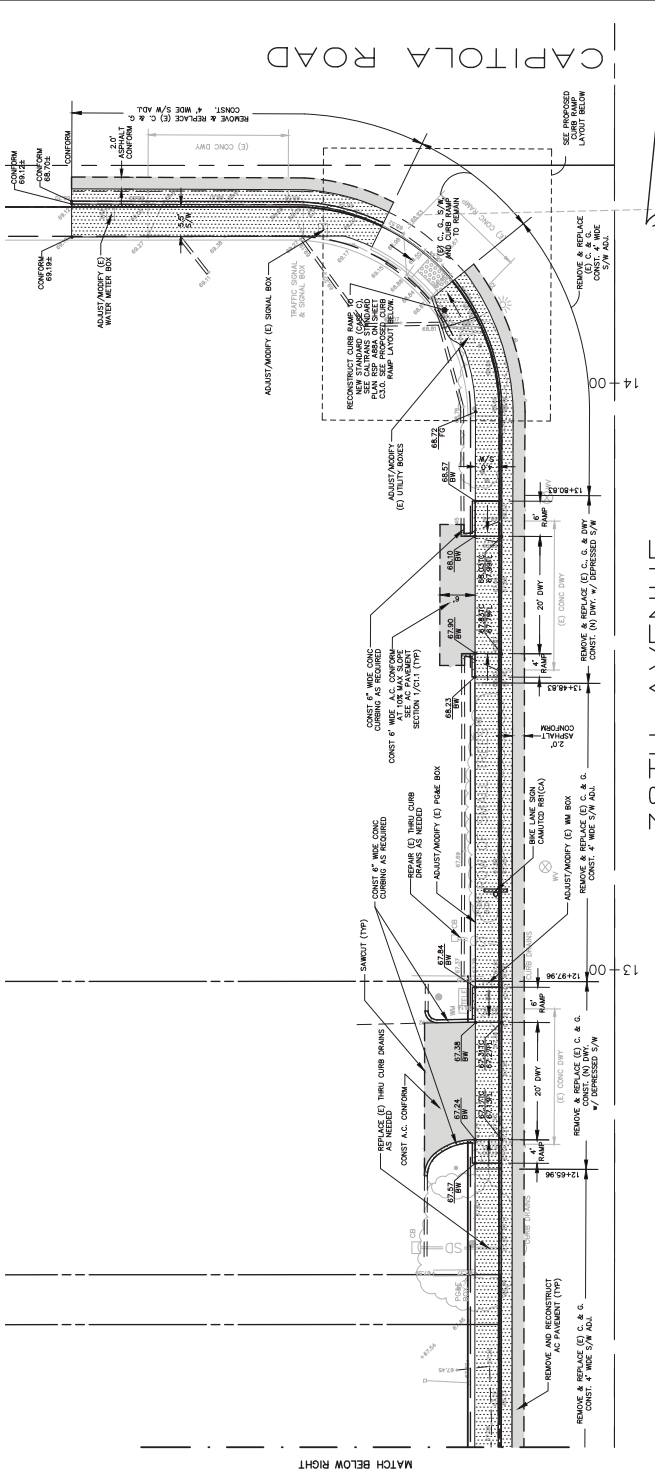
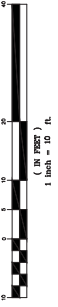
NOTES

- 1. NEW AC PAVEMENT SECTION PER RETAIL 1/23.0
- 2. NEW CONCRETE SIDEWALK, CURB, GUTTER, & DRIVEWAY. SEE SHEET C2.0.
- 3. SPECIFICATIONS S-1 & S-11. SEE SHEET C2.0.

PAVEMENT LEGEND



GRAPHIC SCALE



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BOWMAN & WILLIAMS		PROFESSIONAL ENGINEER	
CONSULTING CIVIL ENGINEERS		VINCENT C. WILLIAMS	
3949 RESERVE DRIVE, SUITE 100		NO. 54899	
SAN JOSE, CALIFORNIA 95128		STATE OF CALIFORNIA	
(408) 438-3900			
SCALE: AS SHOWN	DATE: JUNE 7, 2018	PROJECT NO.: 20170308.02.C	SHEET NO. 3
DRAWN BY: [Name]		CHECKED BY: [Name]	
DATE: JUNE 7, 2018		DATE: JUNE 7, 2018	
PROJECT NO.: 20170308.02.C		SHEET NO. 3	

PROPOSED CURB RAMP LAYOUT
SCALE: 1"=5'

GENERAL NOTES

CONSTRUCTION OF CONCRETE CURB, GUTTER AND SIDEWALK

- Concrete curbs, gutters and sidewalks shall conform to California Standard Specifications and City Code Sections 12.24, "Sidewalk, Curb and Gutter Construction."
- Concrete shall be Class B, 5 sacks per cubic yard, portland cement concrete, Type 1.
- Filler shall be placed at curb returns and at each side of structures.
- Sidewalk screens for width 6 feet or less shall be 1/4 inch mesh. Sidewalk screens for width greater than six feet shall be 3/8 inch mesh. Sidewalk screens shall be longitudinal screens at the half-width.
- Weakened plane joints 1 inch deep shall be cut at 20 feet intervals.
- All replacement work shall be up to the curb face to the curb face of public building.
- The 1/4 inch spacer for all weathers, which shall be straight and true to alignment and depth.
- The face of finished curb shall not vary more than 0.01 foot grade change or curbs.
- All concrete curbs, gutters and sidewalks which have been marked, damaged, discolored or have not been constructed to the line of grade will not be accepted.
- Curbs and gutters to avoid water ponding in gutters due to flat grades.

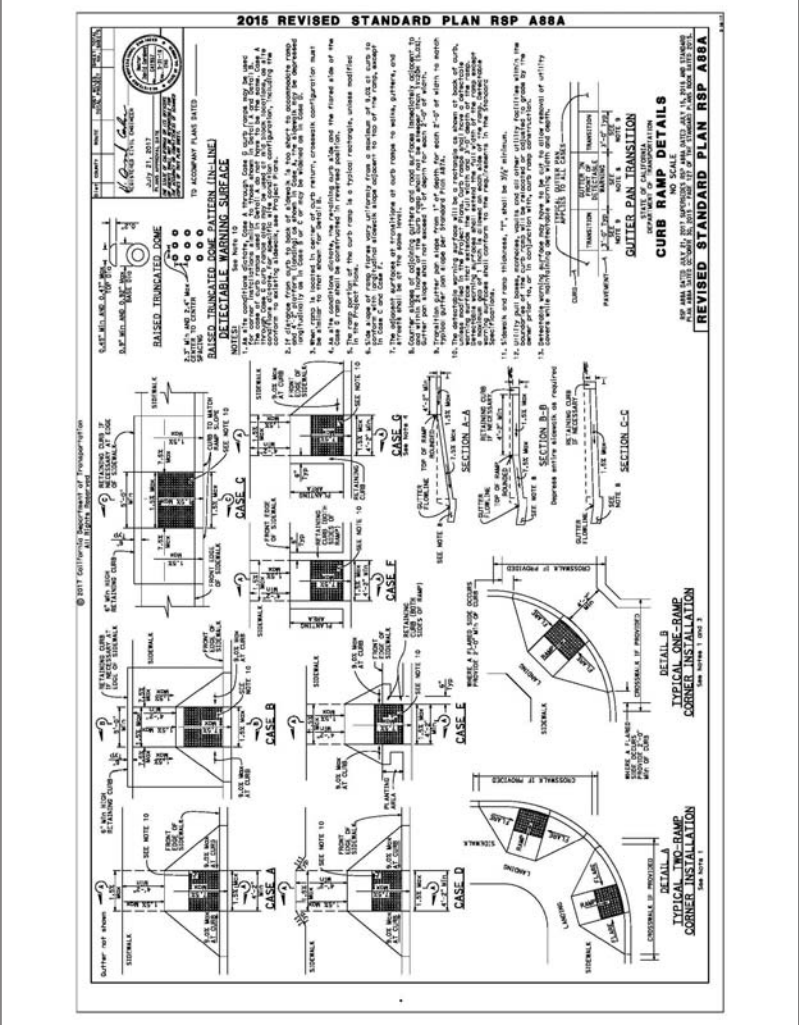
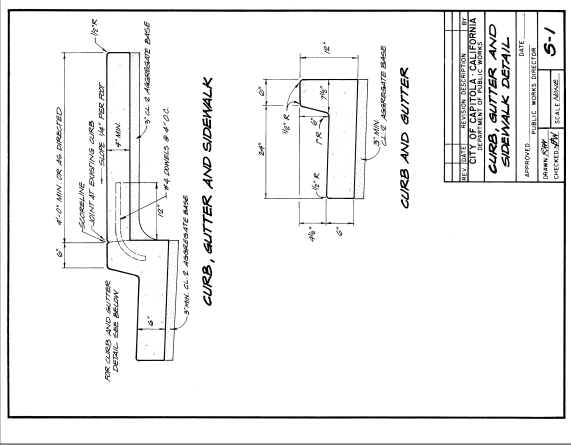
DESIGNED BY	DATE	SCALE	WORKS DIVISION
APPROVED BY	DATE	SCALE	WORKS DIVISION
CHECKED BY	DATE	SCALE	WORKS DIVISION

CURB, GUTTER & SIDEWALK SPECIFICATIONS

APPROVED: PUBLIC WORKS DIVISION

DATE: 05/11/09

SCALE: 5/1



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STANDARD DETAILS	DATE: 05/11/09	SCALE: 5/1
BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS	3949 RESERVE DRIVE, SUITE 100	ROSELAND, CA 95068
ROAD DESIGN DIVISION	38TH AVENUE	ROSELAND, CALIFORNIA
DATE: 05/11/09	SCALE: 5/1	WORKS DIVISION
DESIGNED BY	DATE	SCALE
CHECKED BY	DATE	SCALE
APPROVED BY	DATE	SCALE

Construction Estimate

Project: 38th Avenue Sidewalks 2018
 Bid Opening Date: 1-Aug-18

Item	Description	Unit	Quantity	Opinion of Probable Cost	
				Unit Price	Total
1	Concrete Sidewalk (New)	SF	872	\$20.00	\$17,440
2	Concrete Curb & Gutter (New)	LF	208	\$90.00	\$18,720
3	Concrete Curb & Approaches	LF	50	\$135.00	\$6,750
4	Concrete Approaches & Ramps to scoring (4 total)	SF	702	\$37.00	\$25,974
5	Driveway Conforms	SF	372	\$6.00	\$2,232
6	Adjust Water Valve Boxes to Grade	EA	4	\$580.00	\$2,320
7	Shrub Removal (Clear & Grub)	SF	410	\$1.50	\$615
8	Demolition (included in remove & replace costs)	LS	1		\$10,000
9	Traffic Control and Construction Area Signs	LS	1		\$5,000
10	Temporary Water Pollution Control and Erosion Control	LS	1		\$1,500
11	Mobilization	LS		10% Total	\$9,055
	Subtotal				\$90,551
	10% Contingency				\$9,055
	Total				\$108,661

Attachment: 38th Avenue Cost Estimate (38th Avenue Sidewalk to bid)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Consider a Resolution Calling the Election for November 6, 2018

RECOMMENDED ACTION: Adopt a Resolution ordering an election, requesting Santa Cruz County Elections to conduct the election, and requesting consolidation of the Presidential General Election in the City of Capitola on Tuesday, November 6, 2018.

BACKGROUND/DISCUSSION: Capitola Municipal Code Chapter 1.30 requires general municipal elections to be held on the same day as statewide general elections. The 2018 election will be held in Capitola on Tuesday, November 6, 2018. The purpose of the 2018 General Municipal Election will be to elect three members of the City Council for the full term of four years. An information sheet regarding the offices to be filled and nomination procedure is included as Attachment 1.

The City's elections have traditionally been consolidated with other local elections and conducted by Santa Cruz County Elections at the City's request. The County requires that the City Council adopt a resolution ordering an election, requesting consolidation, and requesting County Elections to conduct the election. The City must also publish a notice of the election between July 2 and July 16.

Discussion of potential ballot measures that may also be included on the November 2018 ballot is a separate agenda item under General Government. The language for any measures will be noticed at a later date.

FISCAL IMPACT: The County estimates that costs for the consolidated election will be \$2.50 per voter.

ATTACHMENTS:

1. Capitola General Municipal Election info sheet (PDF)

Report Prepared By: Linda Fridy
City Clerk

Call the November 6, 2018, Election
June 28, 2018

Reviewed and Forwarded by:

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

Jamie Goldstein, City Manager

6/21/2018

Call the November 6, 2018, Election
June 28, 2018

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ORDERING AN ELECTION, REQUESTING COUNTY ELECTIONS TO CONDUCT THE ELECTIONS, AND REQUESTING CONSOLIDATION OF THE PRESIDENTIAL GENERAL MUNICIPAL ELECTION IN THE CITY OF CAPITOLA ON TUESDAY, NOVEMBER 6, 2018

WHEREAS, pursuant to Elections Code Section 10002, the governing body of any City may by Resolution request the Board of Supervisors of the County to permit the County Elections Official to render specified services to the City relating to the conduct of an election; and

WHEREAS, the Resolution of the governing body of the City shall specify the services requested; and

WHEREAS, pursuant to Elections Code Section 10002, the City shall reimburse the County in full for the services performed upon presentation of a bill to the City; and

WHEREAS, pursuant to Elections Code Section 10400, whenever two or more elections, including bond elections, of any legislative or congressional District, Public District, City, County, or other political subdivision are called to be held on the same day, in the same territory, or in territory that is in part the same, they may be consolidated upon the order of the governing body or bodies or officer or officers calling the elections; and

WHEREAS, pursuant to Elections Code Section 10400, such election for cities may be either completely or partially consolidated; and

WHEREAS, pursuant to Elections Code Section 10403, whenever an election called by a district, city or other political subdivision for the submission of any question, proposition, or office to be filled is to be consolidated with a statewide election, and the question, proposition, or office to be filled is to appear upon the same ballot as that provided for that statewide election, the district, city or other political subdivision shall, at least 88 days prior to the date of the election, file with the board of supervisors, and a copy with the elections official, a resolution of its governing board requesting the consolidation, and setting forth the exact form of any question, proposition, or office to be voted upon at the election, as it is to appear on the ballot, acknowledging that the consolidation election will be held and conducted in the manner prescribed in Section 10418. Upon such request, the Board of Supervisors may order the consolidation; and

WHEREAS, pursuant to Elections Code Section 10418, if consolidated, the consolidated election shall be held and conducted, election boards appointed, voting precincts designated, candidates nominated, ballots printed, polls opened and closed, voter challenges determined, ballots counted and returned, returns canvassed, results declared, certificates of election issued, recounts conducted, election contests presented, and all other proceedings incidental to and connected with the election shall be regulated and done in accordance with the provisions of law regulating the statewide or special election, or the election held pursuant to Section 1302 or 1303, as applicable.

WHEREAS, the Resolution requesting the consolidation shall be adopted and filed at the same time as the adoption of the Ordinance, Resolution, or order calling the election; and

WHEREAS, various District, County, State and other political subdivision elections may be or have been called to be held on November 6, 2018; and

Call the November 6, 2018, Election
June 28, 2018

WHEREAS, the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this Resolution; and

WHEREAS, the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the City Council of the City of Capitola hereby orders an election be called and consolidated with any and all elections also called to be held on November 6, 2018 insofar as said elections are to be held in the same territory or in territory that is in part the same as the territory of the City of Capitola and requests the Board of Supervisors of the County of Santa Cruz to order such consolidation under Elections Code Sections 10401, 10403 and 10418.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the City Council of the City of Capitola hereby requests the Board of Supervisors to permit the Santa Cruz County Elections Department to provide any and all services necessary for conducting the election and agrees to pay for said services; and

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED that the Santa Cruz County Elections Department conduct the election for the following offices to be voted on at the November 6, 2018, election:

<u>Seats Open</u>	<u>Office</u>	<u>Term</u>
Three (3)	Member of the City Council	Four (4) Years

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 28th day of June, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Michael Termini, Mayor

ATTEST:

Linda Fridy, City Clerk



Capitola General Municipal Election

The City of Capitola will hold its General Municipal Election concurrently with the November 6, 2018, statewide election. Three of the five City Council at-large seats will be up for election. These are currently held by:

- Jacques Bertrand
- Stephanie Harlan (termed out)
- Michael Termini (termed out)

Terms are for four years, from December 2018 through December 2022.

The nomination period runs from July 16 through August 10, 2018. Candidates for city office must be nominated by not less than 20 nor more than 30 Capitola voters. Nomination documents are obtained from and filed with the City Clerk. The nomination papers include an affidavit of the nominee (candidate) that he or she will accept the office if elected. Please schedule an appointment to go over the required paperwork. Candidates must be registered voters of the City.

Potential candidates who wish to raise or spend money must also file paperwork for the Fair Political Practices Commission (FPPC) **before** any financial action, even if no other papers have been filed.

The City and County elections staff will host a candidate information night Wednesday, June 27, from 6 to 7:30 p.m. in the Council Chambers.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Second Reading of an Ordinance Amending Chapter 5.24 of the Capitola Municipal Code Pertaining to Entertainment Permits

RECOMMENDED ACTION: Adopt an ordinance amending Municipal Code Chapter 5.24.

BACKGROUND: The City Council adopted Ordinance 699 on October 25, 1990, introducing Chapter 5.24 of the Capitola Municipal Code to properly permit and regulate entertainment businesses. Entertainment permits are separated into three classifications based upon type and potential impact to the community and staff resources. The three classifications are as follows:

- Single-Event Entertainment Permit: issued for activities that will occur within a single seven-day period.
- Minor Entertainment Permit: issued for a business that offers entertainment incidental to the primary business, does not qualify for a Single-Event permit, and which has no dance floor or elevated stage and which never has a cover charge.
- Regular Entertainment Permit: issued for a business which offers entertainment, but which does not qualify for a Single-Event Permit or a Minor Event Permit.

The City of Capitola currently has five Minor Entertainment Permits and four Regular Entertainment Permits that are re-issued on an annual basis after staff review of renewal applications. There were no Single-Event Permits issued for the 2017 calendar year, and there have been no permits issued to date in 2018.

DISCUSSION: The proposed ordinance amending Chapter 5.24 of the Capitola Municipal Code is intended to update the language related to the issuance of permits and the process for imposing specific conditions upon the permit. Specifically, the proposed ordinance will codify the process established by the City Council in 2005, which called for the renewal of regular entertainment permits at a staff level.

Additionally, the amended language is intended to clarify the revocation, non-renewal, and appeal process to properly reflect existing staff protocols, best practices, and Chapter 2.52 of the Capitola Municipal Code.

Amend 5.24 Entertainment Permit
June 28, 2018

Finally, staff recommends removing the requirement that Village entertainment permittees steam clean their sidewalks on a minimum bi-monthly basis. This recommended change is due to water quality regulations and water district requirements, as well as the City's expanded sidewalk cleaning program which includes steam cleaning sidewalks in front of the Village restaurants and bars two times per month and the entire Village one time per month during the summer months.

The Council held a public hearing and passed the first reading of the proposed amendment at its regular meeting on June 14, 2018.

FISCAL IMPACT: None

Report Prepared By: Linda Fridy
City Clerk

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

6/21/2018

Amend 5.24 Entertainment Permit
June 28, 2018

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AMENDING CAPITOLA MUNICIPAL CODE CHAPTER 5.24 - ENTERTAINMENT PERMITS**

THE CITY COUNCIL OF THE CITY OF CAPITOLA DOES ORDAIN AS FOLLOWS:

Section 1: Chapter 17.24 - Entertainment Permits of the Capitola Municipal Code is hereby amended to read as follows:

“5.24.005 Findings.

The City Council finds as follows:

A. Entertainment often produces noise which is obtrusive to persons not patronizing the business or activity which produces the noise.

B. The availability of entertainment is often a significant factor in attracting patrons who infringe upon the peace and quiet and nightly sleep of non-patrons, and is exacerbated by any of the following:

1. The entertainment is offered in conjunction with the distribution of alcohol.

2. The entertainment is offered by businesses which are open after nine p.m. and do not, like theaters, have fixed beginning and ending times at which most of the patrons enter and exit.

3. The entertainment is offered in an area where there is a concentration of similar businesses, thereby resulting in the area becoming an after-hours draw and the patrons of those businesses frequently entering and exiting the other establishments.

4. The entertainment is offered in locations where many of the patrons, when leaving, pass through or near areas where people reside.

C. To protect the peace and quiet of non-patrons and their nightly ability to sleep it is necessary to have a licensing system and to thereby limit and condition the establishments offering such entertainment.

D. Policing and monitoring entertainment licenses entails considerable expense to the city, such that it is appropriate to collect a portion of such expenses from the entities providing the entertainment.

5.24.010 Entertainment defined.

“Entertainment,” as used in this chapter, means and includes:

A. A performance by live entertainers for the purpose of entertaining the patrons of a business;
or

B. Playing recorded music, whether with or without video, for the specific purpose of entertaining the patrons, invitees or visitors of a business, commercial establishment or meeting

Amend 5.24 Entertainment Permit
June 28, 2018

facility.

“Entertainment,” as used in this chapter, does not include a speech, pantomime or enactment (whether live or recorded), the primary purpose of which is to convey ideas of a political or religious nature, or to explain or critique the activities of public figures or of governmental or other institutions. It does not include mere background (“Muzak”) music played at moderate levels. (Ord. 745 § 2, 1992; Ord. 699 (part), 1990)

5.24.020 Entertainment permit required.

No owner, manager or operator of any business or establishment (except theaters, as defined in Section 5.24.025) may arrange for or allow entertainment to be conducted on the premises of any such business or establishment without obtaining an entertainment permit as provided in this chapter. No person shall arrange for or promote entertainment on any publicly-owned park, street or facility without first obtaining an entertainment permit as provided in this chapter. However, entertainment which is entirely enclosed within a structure and which cannot, at any time, be audible outside of that structure, need not have any entertainment permit.

5.24.025 Theater defined.

“Theater,” for purposes of this chapter, means an establishment:

- A. Whose primary activity is showing movies or staging theatrical productions which have fixed beginning and ending times; and
- B. Primarily offer food or drinks only to those attending the movie of theatrical event.

5.24.030 Permit classifications.

Entertainment permits shall be classified as follows:

- A. A Single-Event entertainment permit may be issued for activities that will all occur within a single seven-day period.
- B. A Minor Entertainment permit is for a business which offers entertainment incidental to the primary business, does not qualify for a Single-Event permit, and which has no dance floor or elevated state and which never has a cover charge.
- C. A Regular Entertainment permit is for businesses which offer entertainment, but which do not qualify for a Single-Event entertainment permit or a Minor Entertainment permit.

5.24.040 Permit issuance.

- A. The city council shall issue new Regular Entertainment permits.
- B. The city manager or department head designee may issue recurring Regular Entertainment permits, Single Event entertainment permits and Minor Entertainment permits. The city manager, in the exercise of his or her discretion, may refer any Single Event entertainment permit application, recurring Regular Entertainment permit, or Minor Entertainment permit application to the city council for its consideration.
- C. Entertainment permits may be issued as herein provided for upon the city council’s or city manager’s finding that:

Amend 5.24 Entertainment Permit
June 28, 2018

1. No significant number of non-patrons will be disturbed by the entertainment, which is the subject of the permit application or, by the goings and comings of the people patronizing the entertainment events, which are the subject of the permit application;
2. The establishment at which the entertainment is to be provided or the entity which is applying for the entertainment permit is currently in compliance with all applicable state and local building, zoning, fire, and other regulations pertaining to public health and safety as well as any other statutes, ordinances, regulations, or permits that pertain to the establishment or the property on which the establishment is situated.

D. When necessary to assure that the entertainment which is the subject of the permit application will not result in disturbance to non-patrons, the city council or city manager may condition the permit to assure non-disturbance by imposing permit-specific conditions relating to, but not limited to, days of operation, hours of operation, best practices to minimize public safety issues, noise level limitations, noise reduction and other, similar measures.

5.24.045 Appeals.

A permit applicant whose application for a Single Event entertainment permit, recurring Regular Entertainment permits or Minor Entertainment permit is denied by the city manager, or who is dissatisfied with the conditions imposed upon the permit issued by the city manager, may appeal to the city council in accordance with Chapter 2.52 of this code. The city council's decision with regard to the issuance and conditions of new Regular Entertainment permits and the city council's decision on appeal or city manager referral with regard to Single Event or Minor Entertainment permits shall be final.

5.24.050 Duration of permits.

The operative period of time for a Single Event entertainment permit shall be set forth in the permit itself. All other permits shall expire no later than one year from the date of issuance. The issuance of a permit for one year does not establish a vested right to a renewal of the permit. If, during any permit period, the nature of the business activity or the circumstances surrounding the event to which the permit pertains change from the way it was initially permitted, the city in its sole discretion may require any permit holder to immediately apply for a new permit.

5.24.060 Revocation or nonrenewal.

A permit may be revoked by the city council, with at least five days' written notice to the permit holder (who shall have an opportunity to be heard) for failure to comply with permit conditions or for having supplied false information in obtaining the permit. The City manager, or department head designee, may suspend or impose new conditions with at least five days' written notice to the permit holder for failure to comply with permit conditions.

5.24.065 Violation of permit conditions.

Whenever a permit is suspended due to a violation of this chapter or of permit conditions, the city manager shall so report such suspension to the city council.

5.24.070 Fees.

The city council may establish fees for applications for any of the permits described in Section 5.24.030 of this chapter. It may also prescribe fees for the issuance of the permit itself. Any schedule or formula of permit fees may be based on reasonable estimations of the cost to the city of monitoring or enforcing permit compliance.

Amend 5.24 Entertainment Permit
June 28, 2018

5.24.080 Application forms.

The city manager may develop application forms pertinent to this chapter. Applicants may be required to submit any nonprivileged information reasonably related to the concerns expressed in Section 5.24.005.

5.24.090 Violations.

The operation of any business or entertainment activity contrary to the provisions of this chapter shall constitute a nuisance subject to abatement as provided in Title 4 of this code. Operating a business contrary to the business's entertainment permit and associated conditions, or violations of this chapter are also criminal acts subject to penalties provided in Section 1.01.090 and Title 4 of this code.

Section 2. Effective Date. This ordinance shall be in full force and effect thirty (30) days from the date of its adoption by the City Council.

This ordinance was introduced on the 14th day of June, 2018, and was passed and adopted by the City Council of the City of Capitola on the 28th day of June, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Michael Termini, Mayor

ATTEST:

Linda Fridy, City Clerk



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: Finance Department

SUBJECT: Consider the Fiscal Year 2018/2019 Budget and Capital Improvement Program for the City of Capitola

RECOMMENDED ACTION: Approve the Resolution adopting the Fiscal Year 2018/19 City Budget and Capital Improvement Program.

BACKGROUND: The Proposed Fiscal Year (FY) 2018/2019 Budget and Planned FY 2019/2020 Budget was presented to the City Council at the May 16, 2018, special meeting. The City Council held a second public budget hearing on May 30, 2018, to review updates to the proposed budget based on lower revenues estimates, hear public comments, and receive input from the Finance Advisory Committee.

Following a discussion regarding the allocation of projected General Fund balance, at the May 30 meeting, City Council directed staff to prepare a resolution to adopt the budget.

DISCUSSION: The General Fund is projected to end Fiscal Year 2017/18 with an estimated \$979,000 fund balance. The minor increase in the estimated fund balance from initial projections is due to clean-up items to prior year numbers, revised estimates to current year amounts, and revisions to expenditure line items in FY 2018/19 and FY 2019/20 as follows:

- Reduced contract services in FY 2015/16 - \$72
- Increased personnel costs in FY 2016/17 - \$40,880
- Reduced FY 2017/18 year-end estimates - \$127,180
 - \$80,560 – contract services
 - \$46,620 – capital outlay
- Increase FY 2018/19 expenditures - \$11,991
 - \$11,424 – contract services
 - \$567 – internal service funds
- Increase FY 2019/20 expenditures -\$8,062
 - \$885 – decrease personnel costs
 - \$8,380 – increase contract services
 - \$567 – increase internal service funds

Pursuant to City Council direction, the City is holding the \$979,000 estimated ending fund balance in the General Fund.

Consider 2018/2019 Fiscal Year Budget
June 28, 2018

A resolution is necessary to adopt the Fiscal Year 2018/19 Budget with the above appropriations and adjustments (Exhibit A), a General Fund overview (Exhibit B), and an estimation of 2018/19 fund balances (Exhibit C). In addition, the FY 2018/19 Proposed Budget is available on the City's website.

FISCAL IMPACT: The FY 2018/2019 Proposed Budget is balanced, with General Fund revenues exceeding expenditures by \$10,979 as shown in the General Fund Summary. Additionally, the Fund Balance Summary shows beginning fund balances, revenues, expenditures, transfers, and estimated ending fund balances for all reserve, debt service, internal service, special revenue, and Successor Agency funds.

ATTACHMENTS:

1. Exhibit A - Changes to Proposed Budget (PDF)
2. Exhibit B - General Fund Summary (PDF)
3. Exhibit C - Fund Balance Summary (PDF)

Report Prepared By: Jim Malberg
Finance Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

6/21/2018

Consider 2018/2019 Fiscal Year Budget
June 28, 2018

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
ADOPTING THE 2018/2019 FISCAL YEAR CITY BUDGET AND CAPITAL IMPROVEMENT
PROGRAM BUDGET**

WHEREAS, it is necessary to adopt the 2018/2019 Fiscal Year Budget for all City funds and Capital Improvement Program; and

WHEREAS, the City Council has conducted budget study sessions, has heard and considered public comments, and has modified the proposed budget accordingly, and wishes to adopt such budget for the Fiscal Year July 1, 2018, through June 30, 2019; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2018/2019 Fiscal Year Budget is hereby adopted as amended, including Exhibit A (Changes to Proposed Budget), Exhibit B (General Fund Overview), and Exhibit C (Summary by Fund) to this Resolution; and

BE IT FURTHER RESOLVED that the Finance Director is directed to enter the budget into the City's accounting records in accordance with appropriate accounting practices, and the City Manager, with the Finance Director's assistance, shall assure compliance therewith.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 28th day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Michael Termini, Mayor

ATTEST:

Linda Fridy, City Clerk

**Exhibit A
Changes to Proposed Budget**

FY 2015/16 General Fund	Amount
Contract Services	\$ (72)
Total	\$ (72)
<hr/>	
FY 2016/17 General Fund	Amount
Personnel	\$ 40,880
Total	\$ 40,880
<hr/>	
FY 2017/18 General Fund	Amount
Contract Services	\$ (80,560)
Capital Outlay	\$ (46,620)
Total	\$ (127,180)
<hr/>	
FY 2018/19 General Fund	Amount
Contract Services - Animal Services	\$ 11,424
Internal Service Funds - Self Liability Insurance	\$ 567
Total	\$ 11,991
<hr/>	
FY 2019/20 General Fund	Amount
Personnel	\$ (885)
Contract Services - Animal Services	\$ 8,380
Internal Service Funds - Self Liability Insurance	\$ 567
Total	\$ 8,062

Attachment: Exhibit A - Changes to Proposed Budget (Consider 2018/2019 Fiscal Year Budget)

Exhibit B

General Fund Summary

Major Categories	FY15/16 Actual	FY16/17 Actual	FY17/18 Adopted	FY17/18 Estimated	FY18/19 Proposed	FY19/20 Planned
Revenues						
Taxes	\$12,060,878	\$12,300,276	\$12,411,214	\$12,208,898	\$12,431,636	\$12,557,491
Licenses and permits	\$614,536	\$597,996	\$611,000	\$632,100	\$644,704	\$646,216
Intergovernmental revenues	\$219,504	\$134,865	\$152,850	\$120,600	\$141,000	\$141,000
Charges for services	\$1,977,668	\$1,806,314	\$2,134,481	\$2,041,279	\$1,919,723	\$1,880,703
Fines and forfeitures	\$660,013	\$567,000	\$663,700	\$484,000	\$616,300	\$616,300
Use of money & property	\$84,837	\$76,082	\$70,200	\$101,000	\$101,200	\$101,200
Other revenues	\$71,771	\$74,267	\$63,850	\$121,500	\$64,050	\$64,414
Revenues Totals	\$15,689,205	\$15,556,800	\$16,107,295	\$15,709,377	\$15,918,613	\$16,007,323
Expenditures						
Personnel	\$8,217,828	\$8,668,590	\$8,580,424	\$8,131,190	\$9,173,588	\$9,738,755
Contract services	\$2,537,488	\$2,629,762	\$2,950,500	\$2,736,550	\$2,871,000	\$2,902,833
Training & Memberships	\$101,308	\$83,058	\$118,550	\$96,050	\$126,850	\$131,850
Supplies	\$562,477	\$526,946	\$551,300	\$509,150	\$503,250	\$504,450
Grants and Subsidies	\$277,296	\$274,970	\$275,000	\$275,000	\$275,000	\$275,000
Capital outlay	\$0	\$0	\$10,000	\$9,680	\$15,000	\$15,000
Internal service fund charges	\$954,500	\$1,159,000	\$1,190,050	\$1,246,350	\$1,209,104	\$1,222,535
Other financing uses	3,083,811	1,658,730	3,290,550	3,872,550	1,733,843	1,755,160
Expenditures Totals	\$15,734,708	\$15,001,056	\$16,966,374	\$16,876,520	\$15,907,634	\$16,545,583
Impact on Fund Balance	\$ (45,503)	\$ 555,744	\$ (859,079)	\$ (1,167,143)	\$ 10,979	\$ (538,260)
Budgetary Fund Balance	\$ 1,590,724	\$ 2,146,467	\$ 1,287,388	\$ 979,324	\$ 990,303	\$ 452,042

Attachment: Exhibit B - General Fund Summary (Consider 2018/2019 Fiscal Year Budget)

Exhibit C
FY 2018/19 Fund Balance Summary

	Estimated Balance 7/1/2018	Revenues	Transfers In	Expenditures	Transfers Out	Estimated Balance 6/30/2019
General Fund	\$ 979,324	\$ 15,918,613	\$ -	\$ 14,173,791	\$ 1,733,843	\$ 990,303
Designated Reserves						
Contingency Reserve	\$ 2,036,346	\$ -	\$ -	\$ -	\$ -	\$ 2,036,346
PERS Contingency Reserve	818,186	10,000	-	-	-	828,186
Emergency Reserve	1,344,206	-	-	-	-	1,344,206
Donations	10,120	10,000	-	-	-	20,120
Facility Reserve	324,870	-	90,000	90,000	-	324,870
Total Designated Reserves	\$ 4,533,728	\$ 20,000	\$ 90,000	\$ 90,000	\$ -	\$ 4,553,728
Debt Service						
Pension Obligation Bond	\$ 4,896	\$ -	\$ -	\$ -	\$ -	\$ 4,896
Pac Cove Lease Financing	132,033	-	165,066	165,066	-	132,033
Pac Cove Park	(39,185)	-	88,812	88,812	-	(39,185)
Total Debt Service	\$ 97,744	\$ -	\$ 253,878	\$ 253,878	\$ -	\$ 97,744
Capital Improvement Fund	\$ 680,288	\$ -	\$ 1,082,663	\$ 1,082,663	\$ -	\$ 680,288
Internal Service Funds						
Stores	\$ 23,347	\$ 37,250	\$ -	\$ 37,250	\$ -	\$ 23,347
Information Technology	105,836	296,241	-	310,000	-	92,077
Equipment Replacement	75,680	155,000	125,000	91,000	-	264,680
Self-Insurance Liability	207,769	419,299	-	419,299	-	207,769
Workers' Compensation	224,339	304,814	-	304,814	-	224,339
Compensated Absences	(9,939)	-	209,939	200,000	-	-
Total Internal Service Funds	\$ 627,032	\$ 1,212,604	\$ 334,939	\$ 1,362,363	\$ -	\$ 812,212
Special Revenue Funds						
SLESF-Suppl Law Enforcmnt Svc	\$ 7,939	\$ 100,400	\$ -	\$ 73,000	\$ 25,000	\$ 10,339
SCCACT-SCC Anti-Crime Team	-	-	-	-	-	-
Gas Tax	-	261,423	-	261,000	-	423
RTC Streets	-	300,000	-	300,000	-	-
Library	1,100,074	10,090,000	47,363	10,090,000	-	1,147,437
SB1 RMRA	-	168,750	-	-	-	168,750
Wharf	(708)	85,100	-	94,600	-	(10,208)
General Plan Update and Maint	51,437	50,000	-	47,000	-	54,437
Green Building Education	149,621	22,000	-	38,000	-	133,621
Public Arts Fee	205,005	100,000	-	103,000	-	202,005
Parking Reserve	737	-	100,000	-	100,000	737
Technology Fee	44,777	11,500	-	15,000	-	41,277
PEG-Public Education and Gov.	75,855	16,200	-	24,400	-	67,655
Capitola Village/Wharf BIA	10,536	74,750	-	76,334	-	8,952
CDBG Grants	41,903	-	-	-	-	41,903
CDBG Program Income	29,251	-	-	-	-	29,251
HOME Reuse	205,905	11,500	-	3,200	-	214,205
Housing Trust	60,003	28,000	-	-	50,000	38,003
Cap Hsg Succ- Program Income	173,974	-	-	32,500	-	141,474
Total Special Revenue Funds	\$ 2,156,309	\$ 11,319,623	\$ 147,363	\$ 11,158,034	\$ 175,000	\$ 2,290,261
Successor Agency	\$ 370,928	\$ 264,387	\$ -	\$ 264,387	\$ -	\$ 370,928
Tot. Fund Balance - All Funds	\$ 9,445,353	\$ 28,735,227	\$ 1,908,843	\$ 28,385,116	\$ 1,908,843	\$ 9,795,464

Attachment: Exhibit C - Fund Balance Summary (Consider 2018/2019 Fiscal Year Budget)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Review Options for Potential Ballot Measures for November 2018 General Election

RECOMMENDED ACTION: Provide direction to staff regarding items for potential placement on the November 2018 General Election ballot.

BACKGROUND: This spring City Council reviewed a contract with a public opinion survey group to consider whether to obtain voter feedback prior to placing any potential items on the ballot. At that hearing, the Council consensus was to not move forward on the community survey, but for staff to bring an item to a future City Council hearing regarding potential items for the November election.

DISCUSSION: At prior City Council meetings several potential items for the November ballot have been discussed, including:

Cannabis Tax: Voters in both the City and County of Santa Cruz approved not-to-exceed cannabis taxes of 10 percent in 2016. The tax in both jurisdictions is a general fund tax, requiring a simple majority voter approval. When it was passed, both jurisdictions set the tax rate at 7 percent. This year the City of Santa Cruz passed an ordinance increasing its rate to 8 percent, with a resolution of intent that the 1 percent increase would be devoted to support enhancement of early childhood development and vulnerable youth programs.

Staff estimates a 6-8 percent cannabis tax on retail sales in Capitola will generate approximately \$200,000 to \$300,000 per store. Staff recommends the Council:

- Sets the maximum cannabis tax in the 8 to 10 percent range
- Establishes an initial cannabis tax in the 6 to 8 percent range
- Applies the cannabis tax to any cannabis business city-wide, understanding the current proposed ordinances would only allow retail sales in the Regional Commercial zoning district.

Elected/Appointed Treasurer: Under state law the City is required to have a City Clerk and Treasurer. In Capitola both positions were originally elected roles, but in 1994 City voters approved switching the City Clerk to appointed to ensure the City had a qualified individual in the position. Today, approximately two-thirds of the cities in the state have appointed treasurers, including all the other jurisdictions in Santa Cruz County.

Transient Occupancy Tax (TOT): Currently the TOT rate, or hotel tax, in the City is 10 percent.

Potential Ballot Measures
June 28, 2018

Each 1 percent of TOT currently generates approximately \$155,000 annually. The TOT in the City and County of Santa Cruz is 11 percent. Scotts Valley is considering a ballot measure to increase its TOT from 10 percent to 12 percent.

FISCAL IMPACT: The City's budget model projects a fiscal shortfall in coming years due to increased pension costs and the uncertain future of retail sales tax. As a result, over the next several years the City will be exploring options to grow revenue and decrease expenses to maintain a balanced budget.

Report Prepared By: Jamie Goldstein
City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

6/21/2018



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: Public Works Department

SUBJECT: Update on the Capitola Branch Library Project Construction Bids

RECOMMENDED ACTION: Receive report.

BACKGROUND: The low bid for the construction of the Capitola Branch Library from Otto Construction of \$12,350,000 was 23 percent over the project budget. Staff has met with project personnel to discuss value engineering alternatives to determine what options exist to modify various project elements to reduce the costs.

DISCUSSION: At this time approximately \$1.5 million in potential savings has been identified. Staff is continuing to work on confirming these savings and identifying others. In addition, the Library Joint powers Authority (JPA) has formed a subcommittee, comprised of Capitola and County JPA representatives, to evaluate regional funding options for Measure S projects. A full update of the current status of this work will be provided at the Council meeting.

FISCAL IMPACT: None

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

6/21/2018



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: Community Development

SUBJECT: Introduce an Ordinance Adding Chapter 5.36 of the Capitola Municipal Code Pertaining to Cannabis Retail Licenses and Amending Chapter 17.24 of the Regional Commercial Zoning District Pertaining to Conditional Land Uses to Authorize Commercial Retail Cannabis Uses in the Regional Commercial Zoning District and Adopt a Resolution to Authorize Criminal History Information for Licensing Purposes

RECOMMENDED ACTION:

1. Direct staff on the maximum number of Cannabis Licenses to be permitted within the Regional Commercial Zoning district;
2. Approve first reading of an Ordinance adding Chapter 5.36 "Retail Cannabis Licenses" and amending Municipal Code Chapter 17.24 to authorize retail cannabis as a conditionally permitted use in the Regional Commercial zone; and
3. Adopt a resolution approving an application for authorization to access State- and Federal-level summary criminal history information for licensing purposes.

BACKGROUND: The City Council adopted Urgency Ordinance No. 989 on January 9, 2014, to prohibit commercial cultivation and processing of medical marijuana within the City of Capitola. In 2016, California voters approved Proposition 64 which decriminalized the possession, use, and sale of recreational marijuana for adults 21 or older and authorized the recreational sale of marijuana beginning on January 1, 2018.

The City Council reviewed the City's cannabis ordinance on February 8, 2018, and supported retaining the current prohibitions on manufacturing, cultivation, and recreational delivery services based in the City. The Council also directed staff to return with additional information and recommendations to allow limited retail sales exclusively in the Regional Commercial zoning district.

On April 12, 2018, the City Council conceptually reviewed a draft cannabis regulatory structure and directed staff to move forward with drafting ordinances to allow retail cannabis sales within the Regional Commercial zoning district.

On June 7, 2018, the Planning Commission reviewed the draft ordinance to conditionally allow Retail Cannabis Establishments within the Regional Commercial Zoning District. The Planning Commission forwarded a positive recommendation onto the City Council in a 3- 2 vote.

DISCUSSION: To allow retail marijuana sales in the City, the Zoning Code must be amended

First Reading Retail Marijuana Ordinance
June 28, 2018

to establish retail cannabis establishments as a conditionally allowed land use type, and Title 5 of the Municipal Code (Business Taxes, Licenses and Regulation) must be expanded to establish a new cannabis retail license and a new cannabis retail tax. As prepared, the proposed ordinance will require voter approval of the cannabis tax to take effect. A separate resolution will be prepared for the July 26, 2018, meeting to put the cannabis tax on the ballot.

Zoning Amendment

Based on previous Council direction, and a review of best practices applied by other California jurisdictions, staff drafted an ordinance to amend the Regional Commercial (CR) zoning district to add retail cannabis establishment to the land use table as a conditionally allowed use. The CR zoning district includes an approximately 2,800-foot-long area along 41st Avenue between Capitola Road and Highway 1, much of the Clares Street loop around the mall, and Auto Plaza Drive.

During the June 7, 2018, Planning Commission meeting, the Commission reviewed the draft amendments to Section 17.24.020, including three options for retail cannabis establishment sign regulations. Many jurisdictions have adopted specific regulation for cannabis retail establishment signs. For instance, Santa Cruz County limits signs for cannabis dispensaries to one sign stating the dispensary name, address, hours of operation, and a green cross; not exceeding a maximum size of six square feet; not directly illuminated; and not containing graphics identifying cannabis. Similarly, the City of Watsonville's ordinance requires content "to not have reference, through language or symbol, to cannabis," limits illumination to operating hours, and limits sign area to 15 square feet.

The Planning Commission forwarded a positive recommendation to the City Council for the draft ordinance with the most conservative of the three presented sign options. The Planning Commission also suggested that the City Council discuss separation distance from residential neighborhoods when reviewing the draft ordinance.

The draft ordinance amending the Regional Commercial zoning district includes the following standards:

- Require a 1,000-foot minimum path of travel (buffer) distance between a retail cannabis establishment and schools/churches;
- Require a minimum 500-foot buffer distance between retail cannabis establishments;
- Require establishments to have an independent exterior entrance that is not shared with another business;
- Require retailers to maintain a current Cannabis Retail License, issued through the Police Department, as outlined below; and
- Require specific sign regulations to protect youth from marketing.
 - Limited to one exterior building sign per business location;
 - Sign may include only the name of business and one green cross;
 - Sign area maximum of 15 square feet, or one square foot per linear frontage of the business, whichever is less;
 - Sign may not have any reference, through symbols or language, to cannabis other than one green cross;
 - Sign shall not be directly illuminated except during operating hours; and
 - Sign shall otherwise be subject to Planning Commission review.

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Cannabis Retail License

In conjunction with the conditional use permit, a Cannabis Retail License will be required pursuant to the draft ordinance amending Chapter 5.36. All Cannabis Retail Licenses will be maintained by the Police Department. Such licenses would require renewal on an annual basis, and incorporate best-practice, physical security, nuisance deterrent, and retail measures. In addition, the ordinance would:

- Establish a maximum number of Cannabis Retail Licenses. As drafted, the Council should establish whether the ordinance will allow one, two, or three establishments.
- Establish a competitive, merit-based license issuance system that accounts for legal cannabis retail experience, civil and criminal records, operations and security plans, and residency. The Council may also include criteria to promote minority- or woman-owned businesses, employee wages/benefits, or other factors.
- Licenses would not run with the property and would have requirements for transferring locations and/or operators.
- Require operators to undergo periodic inspections and review by the Police and Community Development Departments. If the retailer has serious or multiple violations, the Police Chief and/or Community Development Director may suspend or revoke the Cannabis Retail license.
- Prohibit specific products that are attractive to children or youth and products with packaging or labeling that is attractive to children or youth.
- Incorporate and require compliance with Conditional Use Permit requirements.

The amendments adding Chapter 5.36 and amending Section 17.24.020 follow as a single Ordinance.

The Cannabis Retail License application will require state and federal background checks. In order to process a background check for a license, the City Council must adopt a resolution authorizing staff to access to state and federal criminal history information for licensing purposes. A draft resolution is included as Attachment 1.

Cannabis Business Tax

Under State Law local communities that seek to establish local cannabis business taxes are required to seek voter approval for a not-to-exceed tax, asking voters to approve a maximum amount that the City Council could adjust in the future based on market conditions. This tax would allow the City to capture some revenue from cannabis sales that could be used, in part, to offset any increased demands for City services.

Currently both Santa Cruz County and the City of Santa Cruz have a voter-approved not-to-exceed 10 percent cannabis tax on retail sales. The County currently has its tax set at 7 percent while Santa Cruz City increased its to 8 percent on January 1, 2018. Additionally, a ballot measure would allow for a high degree of citizen engagement on the issue; Capitola voters would decide if they want to allow retail marijuana sales in the City.

CEQA

This project is categorically exempt under Section 15061 of the California Environmental Quality Act and is not subject to Section 753.5 of Title 14 of the California Code of Regulations. The proposed project involves retail sales of cannabis in an existing regional commercial zoning district. The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on

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the environment, the activity is not subject to CEQA. No possible adverse environmental impacts were discovered during ordinance review by Planning Staff as the retail use will occur in a zone where retail use has been principally permitted.

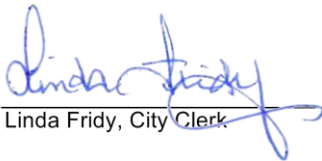
FISCAL IMPACT: Retail sales of marijuana have potential to generate revenue for the City. Most cities and counties in California charge a 5 percent to 10 percent local tax on retail marijuana sales. Any local tax would be in addition to the existing 9 percent sales tax and 15 percent state marijuana tax. Staff estimates a single retail marijuana establishment could generate approximately \$200,000 to \$300,000 in annual revenue to the City, depending on the City's tax rate and an establishment's sales volume. While staff anticipates the City would receive more revenue by permitting multiple establishments, at some point the amount of revenue generated by individual businesses would be impacted based on the total number of permits/licenses issued due to increased competition and market saturation.

ATTACHMENTS:

1. Capitola Background Check Resolution (PDF)

Report Prepared By: Katie Herlihy
Community Development Director

Reviewed and Forwarded by:



Linda Fridy, City Clerk

6/22/2018

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF CAPITOLA
AMENDING CAPITOLA MUNICIPAL CODE BY ADDING CHAPTER 5.36 “RETAIL
CANNABIS LICENSES” AND AMENDING CHAPTER 17.24 “COMMERCIAL AND
INDUSTRIAL ZONING DISTRICTS” AT SECTION 17.24.020 TO AUTHORIZE RETAIL
CANNABIS SALES IN THE C-R – REGIONAL COMMERCIAL ZONING DISTRICT**

THE CITY COUNCIL OF THE CITY OF CAPITOLA DOES ORDAIN AS FOLLOWS:

Section 1: Chapter 5.36 “RETAIL CANNABIS LICENSES” of the Capitola Municipal Code is hereby added to read as follows:

“Chapter 5.36

RETAIL CANNABIS LICENSES

Sections:

5.36.010 Purpose

5.36.020 Definitions

5.36.030 Cannabis Retail Business – License Required

5.36.010 Purpose

Proposition 64, approved by the voters of California in November 2016, legalized the adult recreational use of cannabis. This chapter is designed to regulate the sale of cannabis based upon the new state law.

The city has determined to initially limit the number of cannabis retail outlets allowed to ensure that this use will not create unforeseen impacts. To provide a process that limits the number of retail establishments without tying those establishments to specific properties, this chapter creates a licensing structure for cannabis retail businesses.

5.36.020 Definitions

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

- A. “Adult use” shall refer to non-medicinal or non-medical use of cannabis by persons 21 years of age or older in conformance with the Medical and Adult-Use Cannabis Regulation and Safety Act and the provisions of state law regarding cannabis use and sale.
- B. “Collective or cooperative cultivation” means the association within California of qualified patients, persons with valid identification cards, and designated primary caregivers to cultivate cannabis for medicinal purposes as defined in strict accordance with California Health and Safety Code sections 11362.5 et seq.
- C. “Commercial cannabis activity” includes the cultivation, manufacturing, processing, packaging, distribution, and sale of cannabis and cannabis products.
- D. “Cultivate” or “cultivation” is the planting, growing, harvesting, drying, processing, or storage of one or more cannabis plants or any part thereof in any location.

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- E. “Medicinal cannabis” is defined in strict accordance with California Health and Safety Code sections 11362.5 et seq.
- F. “Processing” is defined as any method used to prepare cannabis or its byproducts for commercial sale, including but not limited to: drying, cleaning, curing, packaging, and extraction of active ingredients to create cannabis related products and concentrates.
- G. “Primary caregiver” is defined in strict accordance with California Health and Safety Code section 11362.5 et seq.
- H. “Cannabis Retail Establishment” means a retail store in which cannabis or cannabis products are sold for Adult Use and/or Medicinal Use.

5.36.030 Cannabis Retail Business – License Required

- A. It is unlawful for any person conducting, operating, owning, or in control of any premises to sell cannabis or cannabis product, whether medical (medicinal) or adult use (recreational) within the City of Capitola unless such person holds a valid Retail Cannabis License, except as outlined below in this subsection A.
 - 1. Single License. A Retail Cannabis License may be issued to a single business owner/operator for a single location.
 - 2. Maximum Licenses. No more than [INSERT MAXIMUM NUMBER] Retail Cannabis Licenses shall be issued by the City of Capitola at any given time.
 - 3. Notice of Availability. When the number of active Retail Cannabis Licenses falls below the maximum number of licenses established herein, the city shall place an advertisement in at least one local newspaper of general circulation and post on the city’s website an announcement that the city will be accepting applications for Retail Cannabis Licenses. The notice shall include the location on the city’s website for the application and submittal requirements, application deadlines, and contact information for questions.
 - 4. Retail Cannabis License – Application Preparation and Filing.
 - (a) Application Contents. All license applications shall be filed on an official City Retail Cannabis License Application form available through the Police Department. The Retail Cannabis License Application shall specify all submittal requirements including documentation, plans, and materials.
 - (b) A complete application and the associated fees, including a Cannabis Retail License application fee, shall be filed with the City’s Police Department.
 - 5. Competitive, Merit-Based License Review. Retail Cannabis Licenses shall be subject to a competitive, merit-based review. The City may consider all of the following in the review of an application:
 - (a) The proposed location of the Retail Cannabis License establishment is not identified as an area of increased or high crime activity by the Chief of Police;
 - (b) Civil and Criminal background verification of business owner/operator with preference for applicant that has not engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices;
 - (c) Applicant’s experience in retail sales and legal cannabis sales;

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- (d) Applicant's residency and local enterprise within the region;
 - (e) For those applicants that have operated other retail cannabis establishments, the numbers of calls for police, crimes, or arrest associated with the applicant's other location(s) shall be considered; and
 - (f) The site plan, operations plan, and security plan have incorporated features necessary to assist in reducing potential crime-related problems. These features may include, but are not limited to:
 - 1. security on-site;
 - 2. procedure for allowing entry;
 - 3. best practices to minimize risk of selling cannabis products to underage individuals
 - 4. surveillance and control of the premises, the perimeter, and surrounding properties;
 - 5. reduction of opportunities for congregating and obstructing public ways and neighboring property;
 - 6. illumination of exterior areas; and
 - 7. visibility of public entryway from the street.
6. Selection Process. All complete applications received prior to the application deadline shall be reviewed by a panel of no fewer than three non-conflicted individuals as selected by the city manager. The panel shall review the applications, considering factors of importance to the community including those listed within subsection B.5. The application determined to best meet the requirements of this section and community's needs shall be selected as a potential Retail Cannabis License holder.
7. Issuance of License. The issuance of a final cannabis retail license shall be contingent upon the following:
- (a) Applicant must have been identified as a potential Retail Cannabis License holder pursuant to subsection B.6;
 - (b) Approval of a Conditional Use Permit by Planning Commission within six months of selection as a potential Retail Cannabis License holder; and
 - (c) Appropriate State License(s) for retail sales of cannabis within six months of selection as a potential Retail Cannabis License holder.
 - (d) Effective Date. The Cannabis Retail License shall be issued upon receipt of a Conditional Use License and State License(s).
 - (e) Expiration. If the business owner/operator is unable to obtain either of the requirements outlined in this subsection B.7(a)-(b) within six months from the selection date, the selection will expire immediately and a Retail Cannabis License will be made available and publicly noticed. The six months shall commence six months from the date of official selection on the same day of the month.
8. Requirements of License. A Retail Cannabis License shall include specific operational and safety requirements established by the Chief of Police.

9. License Transfer to New Owner.
- (a) License Transfer to New Owner. No Licensee shall transfer ownership or control of a retail cannabis establishment to another person or entity unless and until the transferee obtains an amendment to the license from the Chief of Police stating that the transferee is now the licensee. Such an amendment may be obtained only if the transferee files all required application materials in accordance with all provision of this Chapter, pays all applicable fees, pass the background check, and independently meets the requirements of the cannabis retail license, as determined by the Chief of Police. A license shall not be transferred to an owner that has engaged in unlawful, fraudulent, unfair, or deceptive business acts or practices.
- (b) Changes in ownership of a licensee's business structure or a substantial change in the ownership of a licensee's business entity (changes that result in a change of more than 51% of the original ownership), must be approved by the City Manager or his/her designee through the transfer process contained in this subsection (a). Failure to comply with this provision is grounds for license revocation.
- (c) A licensee may change the form of business entity without applying to the City Manager or his/her designee for a transfer of license, provided that either:
1. The membership of the new business entity is substantially similar to the original license holder business entity (at least 51% of the membership is identical), or
 2. If the original licensee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA and to comply with Section 5.36.030.A, provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City retail cannabis license application) of the original retail cannabis licensed entity are the same as the new business entity.
- Although a transfer is not required in these two circumstances, the license holder is required to notify the Chief of Police in writing of the change within ten (10) days of the change. Failure to comply with this provision is grounds for license revocation.
- (d) No retail cannabis license may be transferred when the Chief of Police has notified the licensee that the license has been or may be suspended or revoked.
- (e) Any attempt to transfer a retail cannabis license either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the license.
10. License Transfer to New Location. A cannabis retailer license does not run with the property. Licensees may change locations contingent upon obtaining a letter

of referral from the City's Chief of Police, a Conditional Use Permit for the new location, and approval from the state licensing agency for the new location.

11. Annual Renewal and Review of Retail Cannabis License.
 - (a) Annual Renewal. All Retail Cannabis Licenses shall be renewed annually.
 - (b) Annual Review of Retail Cannabis License. The staff of the community development department and the police department are hereby authorized to conduct an annual review of the operation of each Retail Cannabis Establishment within the city for full compliance with the requirements of the Retail Cannabis License.
 - (c) Upon verification of renewal of the state license and findings of compliance with the requirements of the Retail Cannabis License, and upon submission of required Annual Cannabis License fee, the police department may issue the annual renewal.
 - (d) Annual Cannabis Retail License Review Fee. A fee in an amount established by resolution of the City Council may be established in order to reimburse the City for the time involved in the annual review process.

12. Promulgation of Regulations, Standards and Other Legal Duties.
 - (a) In addition to any regulations adopted by the City Council, the City Manager, Chief of Police or his/her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of retail cannabis license, the ongoing operation of a retail cannabis businesses and the City 's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.
 - (b) Regulations shall be published on the City 's website.
 - (c) Regulations promulgated by the City Manager or Chief of Police shall become effective upon date of publication. Retail cannabis businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the City Manager, Chief of Police or his/her designee.

13. Suspension and Revocation of license.
 - (a) Authority to suspend or revoke a Retail Cannabis License.
 1. Any Retail Cannabis License issued under the terms of this Section may be suspended or revoked by the Chief of Police if the retail cannabis establishment is being operated in a manner not in compliance with the requirements of the Retail Cannabis License, the operational plan, the security plan, or state law, or if the cannabis establishment becomes a public nuisance.
 2. Written Notice. Except as otherwise provided in this Section, a license shall be revoked or suspended by the Chief of Police

under the authority of this Section in a written notice. Such revocation or suspension notice shall state the specific reasons for the proposed suspension or revocation. Such notice shall contain a brief statement of the grounds to be relied upon for revoking or suspending such license. Notice may be given either by personal delivery to the licensee, or by certified U.S. mail in a sealed envelope, addressed to the business owner/operator to be notified at their address as it appears in their application for a Retail Cannabis License.

14. Appeal of decision. An applicant or interested party aggrieved by any decision to approve, suspend, modify, or revoke a license under this Chapter may appeal such decision to the City Council by filing a written appeal in accordance with the requirements of Chapter 2.52 (Appeals to City Council). If an appeal is not submitted within ten working days following the review authorities' decision, the decision shall be final.

Except as expressly authorized herein, all commercial cannabis activity is prohibited in all areas of the City.”

Section 2: Retail Cannabis in the C-R Zoning District. Section 17.24.020 of the Capitola Municipal Code is hereby amended to read as follows:

“17.24.020 Land Use Regulations

- A. Permitted Land Uses.** Table 17.24-1 identifies land uses permitted in the commercial and industrial zoning districts.

TABLE 17.24-1: PERMITTED LAND USES IN COMMERCIAL AND INDUSTRIAL ZONING DISTRICTS

Key	Zoning District			Additional Requirements
	C-C	C-R	I	
P Permitted Use				
A Administrative Permit required				
M Minor Use Permit required				
C Conditional Use Permit required				
- Use not allowed	C-C	C-R	I	
Residential Uses				
Single-Family Dwellings	-	-	-	
Multi-Family Dwellings	C	C [9]	-	
Residential Mixed Use	C	C [7]	-	Section 17.24.040
Public and Quasi-Public Uses				
Colleges and Trade Schools	C	C	C	

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Community Assembly	C	C	-	
Cultural Institutions	C	C	-	
Day Care Centers	C	C	-	
Emergency Shelters	-	-	P	Section 17.96.030
Government Offices	See 17.24.020.C		C	
Medical Offices and Clinics	See 17.24.020.C		-	
Public Safety Facilities	C	C	C	
Commercial Uses				
Alcoholic Beverage Sales	C	C	C	
Banks	P [2]	P [2]	-	
Financial Institutions	P [2]	P [2]	-	Section 17.24.020.C
Business Services	P [2]	P [2]	P	
Commercial Entertainment and Recreation	M	M	-	
Drive-Through Facilities	-	C [4]	-	
Eating and Drinking Establishments				
Bars and Lounges	C	C	C	
Mobile Food Vendors	-	A [6]/C	A [6]/C	
Restaurants and Cafes	M [2]	M [2]	C	
Take-Out Food and Beverage	M [2]	M [2]	-	
Food Preparation	M [2]	-	P	
Gas and Service Stations	C	C	-	
Liquor Stores	C	C	-	
Lodging				
Bed and Breakfast	C	-	-	
Hotel	C	C	-	
Maintenance and Repair Services	M	C	P	
Personal Services	P [1]	P [1]	-	
Professional Offices	See 17.24.020.C		P	
Salvage and Wrecking	-	-	P	
Self-Storage	C	-	C	Section 17.96.140
Retail	P	P	-	
Retail Cannabis Establishment	-	C [10]	-	Section 17.24.020.D
Vehicle Repair	C	C	P	
Vehicle Sales and Rental	C [5]	C [5]	-	

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Vehicle Sales Display Room [8]	P	P	-	
Wholesaling	-	M [3]	P	
Heavy Commercial and Industrial Uses				
Construction and Material Yards	-	-	P	
Custom Manufacturing	M	M	P	
Light Manufacturing	-	-	P	
Warehousing and Distribution	-	-	P	
Transportation, Communication, and Utility Uses				
Utilities, Major	-	C	C	
Utilities, Minor	P	P	P	
Recycling Collection Facilities	C	C	C	Section 17.96.130
Wireless Communications Facilities	See 17.104			
Other Uses				
Accessory Uses	See 17.52			
Home Occupations	A	A	-	Chapter 17.96.040
Permanent Outdoor Display	C	C	C	Section 17.96.100
Temporary Uses	See 17.76.180			
Urban Agriculture				
Home Garden	P	P	-	
Community Garden	M	M	-	
Urban Farm	C	C	-	

Notes:

- [1] Combination of two or more tenant suites within a multi-tenant building or greater than 5,000 sq. ft. requires Minor Use Permit
- [2] Combination of two or more tenant suites within a multi-tenant building or greater than 5,000 sq. ft. requires Conditional Use Permit
- [3] Without stock. Storage of merchandise limited to samples only.
- [4] Prohibited within 100 feet of a residential zoning district or residential use including residential properties outside the City limits.
- [5] Majority of vehicles for sale must be new.
- [6] Mobile food vendors in one location two times or less per year are regulated as a temporary use in accordance with Section 17.96.180 and are allowed with an Administrative Permit in accordance with Municipal Code Chapter 9.36. Mobile food vendors in one location more than two times per year require a Conditional Use Permit.
- [7] Residential uses are prohibited on the first story.
- [8] Maximum 5,000 square feet.
- [9] Allowed only as a part of a mixed-use project integrated with commercial structures located on the same development site.
- [10] Requires Cannabis Retail License (Chapter 9.61) and compliance with 17.24.020.D

B. Additional Permits. In addition to permits identified in Table 17.24-1, development projects in the commercial and industrial zoning districts may also require a Design Permit pursuant to Chapter 17.120 (Design Permits). Modifications to a historic resource may

require a Historic Alteration Permit pursuant to Chapter 17.84 (Historic Preservation). Development in the coastal zone may require a Coastal Permit pursuant to Chapter 17.32 (Coastal Overlay Zone) independent of and in addition to any other required permit or approval.

C. Office Uses in the C-C and C-R Zoning Districts.

1. **New Office Uses.** In the C-C and C-R zoning districts, permits required for new office uses and conversions of non-office space to office use are shown in Table 17.24-2. Offices include professional, medical, financial institutions and governmental offices.
2. **Existing Office Uses.** Within office building utilized exclusively for office uses as of [effective date of Zoning Ordinance], office uses may continue to occupy ground floor tenant spaces. Within such office building, a new tenant is not subject to the permit requirements in Table 17.24-2 until such time that the building is redeveloped or all office space in the ground floor level is converted to a non-office use.

TABLE 17.24-2: PERMITTED NEW OFFICE USES IN THE C-C AND C-R ZONING DISTRICTS

Key P Permitted Use A Administrative Permit required M Minor Use Permit required C Conditional Use Permit required - Use not allowed	C-C Zoning District	C-R Zoning District
Location and Size of Office Use		
Ground floor, less than 5,000 sq. ft.	P	-
Ground floor, 5,000 sq. ft. or more	C	-
Upper floor above a ground floor	P	P
Located within a multi-tenant site in which the office space is not located within a storefront and is setback from the front façade.	P	-

D. Retail Cannabis in the C-R Zoning District. A Retail Cannabis Establishment in the C-R zoning district must be in compliance with the following standards.

1. **Permit Requirements.**
 - a. **Cannabis Retail License.** Prior to conditional use permit application, an applicant shall obtain a potential Retail Cannabis License from the City, as outlined in Chapter 9.61.
 - b. **Conditional Use Permit.** A Retail Cannabis Establishment must obtain a Conditional Use Permit from the Planning Commission. The Retail Cannabis Establishment shall be in compliance with the following standards:
 - (1) **Distance from Schools and Churches.** Retail Cannabis Establishments are not permitted within a path of travel of 1,000 feet from any schools and churches. The path of travel shall be measured following the shortest path of travel along a public right-of-way from the property line of the proposed Retail Cannabis Establishment parcel to the church or school.
 - (2) **Distance between Retail Cannabis Establishments.** A retail cannabis establishment shall not be located within a path of travel of 500 feet of

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another retail cannabis establishment. Path of travel is measured from the retail establishment suite on a multitenant property or the structure for a single tenant property.

- (3) **Independent Access.** A retail cannabis establishment shall have an independent exterior entrance that is not shared with any other business or residence.
- (4) **Signs.** Notwithstanding other sections of the code for signs, a retail cannabis establishment shall be limited to one exterior building sign per business location to identify the business as a retail cannabis establishment in compliance with the following standards:
- a) Sign may include only the name of business and one green cross.
 - b) Sign area maximum of 15 square feet, or one square foot per linear frontage of the business; whichever is less.
 - c) Sign may not have any reference, through symbols or language, to cannabis with the exception of one green cross.
 - d) Sign shall not be directly illuminated except during operating hours
 - e) Sign shall otherwise be subject to Planning Commission review through a Sign Permit Application in accordance with Section 17.132."

Section 3. Effective Date. This ordinance shall be in full force and effect thirty (30) days from the date of its adoption by the City Council or upon the certification of the passage of a ballot measure authorizing the establishment of a tax on retail cannabis sales by voters at the November 6, 2018 general election, whichever is later.

This ordinance was introduced on the 28th day of June, 2018, and was passed and adopted by the City Council of the City of Capitola on the ____ day of _____, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Michael Termini, Mayor

ATTEST:

Linda Fridy, City Clerk

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA APPROVING AN APPLICATION FOR AUTHORIZATION TO ACCESS STATE AND FEDERAL LEVEL SUMMARY CRIMINAL HISTORY INFORMATION FOR EMPLOYMENT, VOLUNTEERS, AND CONTRACTORS, LICENSING OR CERTIFICATION PURPOSES

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) authorize cities, counties, districts, and joint powers authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and

WHEREAS, Penal Code Section 11105(b)(11) authorizes cities, counties, districts, and joint powers authorities to access federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require that there be a requirement or exclusion from employment, licensing, or certification based on specific criminal conduct on the part of the subject or record; and

WHEREAS, Penal Code Sections 11105(b)(11) and 13300(b)(11) require the City Council, Board of Supervisors, governing body of a city, county, or district or joint powers authority to specifically authorize access to summary criminal history information for employment, licensing, or certification purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Capitola that the City of Capitola is hereby authorized to access state and federal level summary criminal history information for employment, and contract employees, licensing and certification of commercial cannabis operations for retail sales purposes and may not disseminate the information to a private entity.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola on the 28th day of June 2018, by the following vote:

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

Michael Termini, Mayor

ATTEST:

Linda Fridy, City Clerk

Attachment: Capitola Background Check Resolution (First Reading Retail Marijuana Ordinance)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: City Manager Department

SUBJECT: Consider Approval of Memoranda of Understanding with Labor Groups and Adopt Salary Schedule for FY 2018/19

RECOMMENDED ACTION:

1. Authorize the City Manager to execute the successor agreements to existing Memoranda of Understanding (MOU) with negotiated changes from July 1, 2018, through June 30, 2020, for the following:
 - a. Association of Capitola Employees (ACE);
 - b. Mid-Management Employees' Bargaining Unit;
 - c. Confidential Employees' Bargaining Unit;
2. Approve changes to the Management Compensation Plan.
3. Approve changes to City Manager Employee Contract.
4. Adopt a Resolution approving the new salary schedule.

BACKGROUND: Capitola employee Memoranda of Understanding expire on June 30, 2018. As required by state law the City has negotiated with the bargaining units on working conditions, salary, and benefit changes.

The City and the listed bargaining units have come to negotiated agreements on salary and benefit changes. In addition to the bargaining groups listed, City Council directed staff to change the Management Employees Compensation plan and the City Manager Employee contract to the same salary, health, and retirement changes as agreed to with the bargaining units.

DISCUSSION: The City of Capitola and all the employee bargaining units began meeting in February 2018. The City and the bargaining units met with the City bargaining team on days of regular City Council meetings. The bargaining units listed above came to tentative agreement with the City based on the following major economic criteria:

Term: Two-year agreement

Salary: Employees in each unit will receive a 2.25% cost of living adjustment (COLA) in July 2018 and a 2.25% COLA in July 2019.

Signing Bonus: \$1,500 one-time bonus if agreement is ratified by June 28, 2018, for all groups excluding the City Manager.

Approve MOUs
June 28, 2018

Pension: Employee contribution towards retirement 13.392% of salary for CalPERS Classic Miscellaneous Employees.

Salary and Benefit Survey: Total Compensation Study prior to end of MOU term, for ACE, Mid-Management and Confidential bargaining units.

Medical: Groups and City negotiated changes to health contribution amounts. The negotiated health contribution program is different for ACE than the other groups.

ACE has agreed to the following changes to the health contribution from the City. The City's maximum per month contribution towards medical, dental, and vision premiums inclusive of required minimum contribution as follows:

Date	Employee Only	Employee plus one dependent	Employee plus two
Year 1	800.00	1,150.00	1,400.00
Year 2	824.00	1,250.00	1,500.00

The existing cash in lieu of medical insurance remains at \$773 per month for those employees currently receiving the payment. For new employees, and for existing employees that move to the cash in lieu after June 28, 2018, the payment will be \$250 per month.

The remaining bargaining groups listed agreed to the following changes to the health contribution from the City. The City's maximum per month contribution towards medical, dental, and vision premiums inclusive of required minimum contribution as follows:

Date	Employee Only	Employee plus one dependent	Employee plus two
Year 1	800.00	1,300.00	1,700.00
Year 2	824.00	1,339.00	1,751.00

The ACE bargaining group and the City also agreed upon changes to tuition reimbursement, equipment operator pay, overtime, shift differential, and on-call pay.

In addition to the salary and benefit changes, there are some language and process clarifications.

FISCAL IMPACT: The estimated cost of for each year of the agreements is as follows:

Fiscal Year 2018/19	\$175,000.00
Fiscal Year 2019/20	\$127,000.00

Report Prepared By: Larry Laurent
Assistant to the City Manager

Approve MOUs
June 28, 2018

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

6/21/2018

Approve MOUs
June 28, 2018

RESOLUTION NO. ____
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AUTHORIZING AND APPROVING THE FISCAL YEAR 2018/2019
PAY RATES AND RANGES (SALARY SCHEDULE)

WHEREAS, the City Council establishes the legal current salary range from the salary schedule for each class of position; and

WHEREAS, the California Public Employee's Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City's internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, the City and the employee groups Association of Capitola Employees, Mid-management, and Confidential have negotiated in good faith Memoranda of Understanding (MOUs) that include a Cost of Living Adjustment (COLA) beginning the first full pay period in July 2018 of 2.25 percent; and

WHEREAS, Council directed staff to modify the unrepresented, at-will employee agreements with the same COLA of 2.25 percent; and

WHEREAS, the attached salary schedule for each group does not go into effect until the MOUs are ratified by both the City Council and the employee groups; and

WHEREAS, a salary resolution is adopted annually by the City Council upon review and recommendation of the City Manager.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Capitola does hereby:

Authorize and approve City of Capitola pay rates and ranges (salary schedule, Exhibit A) for permanent employees from July 1, 2018, through June 30, 2019.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola on the 28nd day of June 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approve MOUs
June 28, 2018

EXHIBIT A

Fiscal Year 2018/2019 Salary Schedule

POA SALARY SCHEDULE													
JULY 1, 2018 - JUNE 30, 2019													
	Monthly						Hourly						
	Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F	
Community Service Officer	\$4,819.72	\$5,062.76	\$5,314.74	\$5,581.01	\$5,861.58	\$6,154.66	\$27.81	\$29.21	\$30.66	\$32.20	\$33.82	\$35.51	
Police Officer Trainee	\$5,799.03						\$33.46						
Police Officer	\$6,088.54	\$6,394.12	\$6,712.22	\$7,048.19	\$7,402.03	\$7,771.95	\$35.13	\$36.89	\$38.72	\$40.66	\$42.70	\$44.84	
Records Manager	\$5,554.20	\$5,832.99	\$6,124.28	\$6,429.87	\$6,753.32	\$7,091.08	\$32.04	\$33.65	\$35.33	\$37.10	\$38.96	\$40.91	
Sergeant	\$7,457.43	\$7,830.93	\$8,224.08	\$8,633.32	\$9,067.58	\$9,519.70	\$43.02	\$45.18	\$47.45	\$49.81	\$52.31	\$54.92	

JULY 1, 2018 - JUNE 30, 2019													
	Monthly						Hourly						
	Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F	
Captain	\$8,932.11	\$9,379.04	\$9,847.72	\$10,341.41	\$10,859.02	\$11,402.73	\$51.53	\$54.11	\$56.81	\$59.66	\$62.65	\$65.79	

ACE SALARY SCHEDULE													
JULY 2, 2017 - JUNE 30, 2018													
2.25% COLA	Monthly					Hourly							
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E			
ACCOUNT TECHNICIAN	\$4,442.11	\$4,663.21	\$4,895.27	\$5,140.13	\$5,397.77	\$25.63	\$26.90	\$28.24	\$29.65	\$31.14			
ACCOUNTANT I	\$5,366.71	\$5,635.32	\$5,916.72	\$6,212.74	\$6,521.55	\$30.96	\$32.51	\$34.13	\$35.84	\$37.62			
ACCOUNTANT II	\$5,918.55	\$6,214.56	\$6,523.37	\$6,850.46	\$7,193.98	\$34.15	\$35.85	\$37.63	\$39.52	\$41.50			
ACCOUNTS CLERK	\$4,030.97	\$4,231.97	\$4,442.11	\$4,665.03	\$4,897.10	\$23.26	\$24.42	\$25.63	\$26.91	\$28.25			
ADMINISTRATIVE ASSISTANT	\$4,065.69	\$4,270.34	\$4,484.13	\$4,708.89	\$4,944.61	\$23.46	\$24.64	\$25.87	\$27.17	\$28.53			
ADMINISTRATIVE CLERK I	\$3,163.01	\$3,320.16	\$3,484.61	\$3,660.03	\$3,842.76	\$18.25	\$19.15	\$20.10	\$21.12	\$22.17			
ADMINISTRATIVE CLERK II	\$3,660.03	\$3,842.76	\$4,034.62	\$4,237.45	\$4,449.42	\$21.12	\$22.17	\$23.28	\$24.45	\$25.67			
ADMINISTRATIVE RECORDS ANALYST	\$4,800.25	\$5,039.63	\$5,289.96	\$5,556.75	\$5,832.66	\$27.69	\$29.07	\$30.52	\$32.06	\$33.65			
ASSISTANT PLANNER	\$5,182.15	\$5,439.80	\$5,712.06	\$5,997.12	\$6,296.79	\$29.90	\$31.38	\$32.95	\$34.60	\$36.33			
BUILDING INSPECTOR I	\$4,538.95	\$4,767.36	\$5,003.08	\$5,255.24	\$5,518.37	\$26.19	\$27.50	\$28.86	\$30.32	\$31.84			
BUILDING INSPECTOR II	\$5,295.44	\$5,560.40	\$5,839.97	\$6,130.51	\$6,437.49	\$30.55	\$32.08	\$33.69	\$35.37	\$37.14			
DATA ENTRY CLERK	\$3,173.98	\$3,331.12	\$3,499.23	\$3,674.65	\$3,859.21	\$18.31	\$19.22	\$20.19	\$21.20	\$22.26			
DEVELOPMENT SERVICES TECHNICIAN	\$4,270.34	\$4,484.13	\$4,708.89	\$4,944.61	\$5,191.29	\$24.64	\$25.87	\$27.17	\$28.53	\$29.95			
EQUIPMENT OPERATOR	\$4,253.90	\$4,465.86	\$4,686.96	\$4,922.68	\$5,169.36	\$24.54	\$25.76	\$27.04	\$28.40	\$29.82			
MAINTENANCE WORKER I	\$3,025.97	\$3,177.63	\$3,336.61	\$3,504.71	\$3,678.31	\$17.46	\$18.33	\$19.25	\$20.22	\$21.22			
MAINTENANCE WORKER II	\$4,051.07	\$4,253.90	\$4,465.86	\$4,690.62	\$4,924.51	\$23.37	\$24.54	\$25.76	\$27.06	\$28.41			
MAINTENANCE WORKER III	\$4,253.90	\$4,465.86	\$4,690.62	\$4,924.51	\$5,171.19	\$24.54	\$25.76	\$27.06	\$28.41	\$29.83			
MECHANIC	\$4,445.76	\$4,668.69	\$4,900.75	\$5,145.61	\$5,403.25	\$25.65	\$26.93	\$28.27	\$29.69	\$31.17			
MUSEUM CURATOR	\$4,030.97	\$4,231.97	\$4,445.76	\$4,666.86	\$4,898.93	\$23.26	\$24.42	\$25.65	\$26.92	\$28.26			
PARKING ENFORCEMENT OFFICER	\$3,669.17	\$3,850.07	\$4,043.76	\$4,246.59	\$4,458.55	\$21.17	\$22.21	\$23.33	\$24.50	\$25.72			
RECEPTIONIST	\$3,480.96	\$3,654.55	\$3,837.28	\$4,030.97	\$4,231.97	\$20.08	\$21.08	\$22.14	\$23.26	\$24.42			
RECORDS COORDINATOR	\$4,065.69	\$4,270.34	\$4,484.13	\$4,708.89	\$4,944.61	\$23.46	\$24.64	\$25.87	\$27.17	\$28.53			
RECORDS MINGNT CLERK	\$3,976.15	\$4,175.32	\$4,385.46	\$4,604.73	\$4,834.97	\$22.94	\$24.09	\$25.30	\$26.57	\$27.89			
RECORDS TECHNICIAN	\$3,919.51	\$4,115.02	\$4,321.51	\$4,537.13	\$4,763.71	\$22.61	\$23.74	\$24.93	\$26.18	\$27.48			
RECREATION ASSISTANT	\$2,976.63	\$3,124.64	\$3,283.61	\$3,446.24	\$3,618.01	\$17.17	\$18.03	\$18.94	\$19.88	\$20.87			
RECREATION COORDINATOR	\$3,850.07	\$4,041.93	\$4,244.76	\$4,458.55	\$4,679.65	\$22.21	\$23.32	\$24.49	\$25.72	\$27.00			
RECREATION FACILITY CUSTODIAN	\$2,876.13	\$3,020.49	\$3,172.15	\$3,331.12	\$3,499.23	\$16.59	\$17.43	\$18.30	\$19.22	\$20.19			
RECREATION RECEPTIONIST	\$3,226.97	\$3,387.77	\$3,557.71	\$3,734.95	\$3,923.16	\$18.62	\$19.54	\$20.53	\$21.55	\$22.63			

Approve MOUs
June 28, 2018

CONFIDENTIAL SALARY SCHEDULE										
JULY 2, 2017 - JUNE 30, 2018										
	Monthly					Hourly				
2.25% COLA	A	B	C	D	E	A	B	C	D	E
ASSIST TO CITY MGR	\$7,145.02	\$7,501.93	\$7,876.64	\$8,271.36	\$8,684.99	\$41.22	\$43.28	\$45.44	\$47.72	\$50.11
CITY CLERK	\$6,597.96	\$6,928.20	\$7,273.99	\$7,637.58	\$8,020.07	\$38.07	\$39.97	\$41.97	\$44.06	\$46.27
EXEC ASSIST TO CITY MGR	\$5,163.62	\$5,421.58	\$5,694.00	\$5,978.64	\$6,277.74	\$29.79	\$31.28	\$32.85	\$34.49	\$36.22
INFORMATION SYSTEMS SPECIALIST	\$5,096.91	\$5,351.53	\$5,618.39	\$5,899.70	\$6,194.35	\$29.41	\$30.87	\$32.41	\$34.04	\$35.74
MID-MANAGEMENT SALARY SCHEDULE										
JULY 1 2018 - JUNE 30, 2019										
	Monthly					Hourly				
2.25% COLA	A	B	C	D	E	A	B	C	D	E
ASSOCIATE PLANNER	\$6,042.02	\$6,344.45	\$6,661.34	\$6,994.91	\$7,345.16	\$34.86	\$36.60	\$38.43	\$40.36	\$42.38
BUILDING OFFICIAL	\$7,989.16	\$8,389.39	\$8,808.79	\$9,248.66	\$9,711.54	\$46.09	\$48.40	\$50.82	\$53.36	\$56.03
CIVIL ENGINEER/PROJECT MANAGER	\$6,947.10	\$7,295.12	\$7,659.82	\$8,042.31	\$8,444.82	\$40.08	\$42.09	\$44.19	\$46.40	\$48.72
ENVIRONMENTAL PROJECTS MANAGER	\$6,042.02	\$6,344.45	\$6,661.34	\$6,994.91	\$7,345.16	\$34.86	\$36.60	\$38.43	\$40.36	\$42.38
MAINTENANCE SUPERINTENDENT	\$5,944.13	\$6,243.80	\$6,554.44	\$6,881.52	\$7,225.05	\$34.29	\$36.02	\$37.81	\$39.70	\$41.68
FIELD SUPERVISOR	\$5,538.47	\$5,814.39	\$6,106.76	\$6,411.91	\$6,729.86	\$31.95	\$33.54	\$35.23	\$36.99	\$38.83
RECREATION SUPERVISOR	\$5,355.74	\$5,624.35	\$5,907.58	\$6,203.60	\$6,512.41	\$30.90	\$32.45	\$34.08	\$35.79	\$37.57
SENIOR PLANNER	\$6,947.10	\$7,295.12	\$7,659.82	\$8,042.31	\$8,444.82	\$40.08	\$42.09	\$44.19	\$46.40	\$48.72
SENIOR ACCOUNTANT	\$6,947.10	\$7,295.12	\$7,659.82	\$8,042.31	\$8,444.82	\$40.08	\$42.09	\$44.19	\$46.40	\$48.72
SENIOR MECHANIC	\$5,145.61	\$5,403.25	\$5,673.69	\$5,956.92	\$6,254.76	\$29.69	\$31.17	\$32.73	\$34.37	\$36.09

MANAGEMENT SALARY SCHEDULE			
JULY 1, 2018 - JUNE 30, 2019			
2.25% COLA	Annually	Monthly	Hourly
Admin. Services Director	\$101,484.58	\$8,457.05	\$48.79
City Manager	\$197,712.63	\$16,476.05	\$95.05
Chief of Police	\$163,341.58	\$13,611.80	\$78.53
Director of Public Works	\$149,931.92	\$12,494.33	\$72.08
Director of Finance	\$148,270.96	\$12,355.91	\$71.28
Community Development Director	\$131,902.50	\$10,991.88	\$63.41



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JUNE 28, 2018

FROM: Finance Department

SUBJECT: Consider Fee Schedule for Fiscal Year 2018/19

RECOMMENDED ACTION: Conduct the noticed public hearing on the proposed City Fee Schedule for Fiscal Year 2018/2019 and adopt the proposed Resolution repealing Resolution No. 4077 and adopting the new fee schedule.

BACKGROUND: Part of the annual budget process is a review of the City's Fee Schedule. The current fee schedule is based on the comprehensive fee study adopted on November 24, 2015. The consultant recommended that the City review the fee schedule on a yearly basis and implement a Consumer Price Index (CPI) adjustment, which accounts for most of the increases in fees.

State law requires the City to conduct a public hearing where testimony can be taken before any fees are added or existing fees are altered. Staff is recommending a couple of changes to the FY 2018/19 Fee Schedule including a 3.2 percent CPI adjustment.

DISCUSSION:

Miscellaneous Fees: Miscellaneous fees include the CPI adjustment of 3.2 percent with the following exceptions: Notice of Intent to Circulate Initiative Petition fee is set by the state at a maximum of \$200, which is consistent with our existing fee schedule. Notary Service Fees, which are also set by the state, have increased from \$10 to \$15.

In addition, the state-mandated Business License Disability Access and Education fee has increased from \$1 to \$4. In prior years the City has not implement this fee, which means the City has used approximately \$1,300/ a year of General Fund monies to reimburse the State. However, due to this increase, staff is recommending increasing the fee from zero to \$4 per business license, which is then passed through to the State. If the fee is not set to \$4, the City will be required to pay the State approximately \$5,000 from the General Fund.

Parks and Recreation Fees: Staff is recommending no changes to the Parks and Recreation Fee Schedule.

Police Department Fees: Police department fees include a 3.2 percent inflationary adjustment.

Adopt FY 2018-19 Fee Schedule
June 28, 2018

Animal Service Fees: Animal service fees are adopted by Santa Cruz County and this Resolution adopts the fee schedule it has in place.

Historical Museum Fees: The Historical Museum fees include a 3.2 percent inflationary adjustment.

Building Fees: Building fees include a 3.2 percent inflationary adjustment.

Planning Fees: Planning fees include a 3.2 percent inflationary adjustment.

Public Work Fees: Public work fees include a 3.2 percent inflationary adjustment.

FISCAL IMPACT: The CPI adjustment helps offset increased costs to provide services to the community. The Fiscal Year 2018/19 Budget includes the higher fees and the fee schedule goes into effect July 1, 2018.

ATTACHMENTS:

1. Exhibit A 2018-19 Fee Schedule (PDF)
2. Exhibit B Animal Service Fees 18-19 (PDF)
3. Fee Schedule Comparison (PDF)

Report Prepared By: Mark Sullivan
Senior Accountant

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

6/21/2018

Adopt FY 2018-19 Fee Schedule
June 28, 2018

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA REPEALING
RESOLUTION NO. 4077 AND ADOPTING THE CITY'S FEE SCHEDULE FOR
FISCAL YEAR 2018/2019**

WHEREAS, the Government Code of the State of California, Section 66018 requires local agencies to notice and hold at least one open and public meeting prior to levying a new fee or increasing an existing fee; and

WHEREAS, the City Council of the City of Capitola has held a duly noticed public hearing on June 28, 2018, to consider increases to existing fees charged for various City services; and

WHEREAS, this fee schedule sets forth the City's cost recovery fee programs, which includes minimum deposits against which staff costs, adjusted for overhead, are assessed; and

WHEREAS, the City Council adopted Resolution No. 3285 on May 22, 2003, stating that all flat fees, with the exception of those established by law, shall be adjusted annually by the Consumer Price Index (CPI) for the San Francisco, Oakland, San Jose area, which was 3.2 percent for 2017; and

WHEREAS, the City of Capitola will analyze the fee schedule on a yearly basis to ensure hour estimates and staff costs are reasonable; and

WHEREAS, the fee schedule has been updated as described in Exhibit A; and

WHEREAS, the City of Capitola has made available to the public the required data pursuant to Government Code Section 66018 for at least ten days prior to adoption of a revised fee schedule.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Capitola does hereby:

- Repeal Resolution 4077; and
- Adopt the City of Capitola Fee Schedule pursuant to the changes in Exhibit A attached hereto to become effective on July 1, 2018; and
- Adopt the Animal Services Fees identified in Exhibit B attached hereto to become effective on July 1, 2018.

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 28th day of June, 2018, by the following vote:

Description	2018/19 Fee Schedule
MISCELLANEOUS FEES	
Administrative Decision Appeal Fee	\$516
Bingo Permit	\$62
Capitola Municipal Code	\$652
Capitola Municipal Code Supplement Service (Per year)	\$196
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 + \$51.60 1st Hour (Minimum) + \$25.80 / hour
Entertainment Permit Application Fee	\$38
Single Event Permit	\$38
Minor Entertainment Permit	\$160
Regular Entertainment Permit	\$598
Pet Shops and Kennel License Fee (Municipal Code § 5.20.020) set only by ordinance	\$23
Returned Check Fee	\$38
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)	\$38
Business License - Disability Access and Education Fee (State)	\$4
Temporary, Publicly Attended Activities, Application Fee (Municipal Code § 9.36.040)	\$34
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))	\$200
Bandstand Rental Fee	\$222 / 4 hrs or \$666 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	\$15 / signature
Administering an oath or affirmation to one person and executing the jurat, including the seal	\$15 / signature
Credit Card Transaction Fee	3%
Electric Vehicle Charging Fee	\$0.50 / hour

Description	2018/19 Fee Schedule
PARKS AND RECREATION FEES	
<u>All fees are evaluated annually to determine if they are competitive with other recreation programs in Santa Cruz County</u>	
<u>Classes</u>	
Negotiated Instructor Activity Fee (Instructor receives 65% of this fee, Department retains 35%)	Negotiated
Registration Fee - Resident (Capitola Residents Only)	\$16 per class
-Department retains this fee	
Non-Resident (Anyone residing outside of the City) in addition to Residential Registration Fee	\$14 per class
-Department retains this fee	
Senior Discount	10%
<u>Sports</u>	
<u>League Fees</u>	
League fees will change depending upon number and type of leagues offered, number of games per league, number of officials, amount of equipment needed, field/site prep and maintenance, and whether or not playoffs & awards are offered. Fees are calculated based on direct costs + 30% admin fee.	Costs + 30% admin fee
<u>Junior Guards</u>	
4 weeks resident/non resident	\$220/\$284
<u>Camp Capitola</u>	
All day 2 week session, resident/non resident	\$238 / \$262
1/2 day resident/non resident	\$135 / \$152
All day 3 week session, resident/non resident	\$353 / \$389
1/2 day resident/non resident	\$184 / \$201
Extended Care--daily resident/non resident	\$8.00
Extended Care--weekly resident/non resident	\$35
Transportation fee to Jr. Guards (1st Session / 2nd Session)	\$54 / \$42
<u>Private Tennis Lessons</u>	
75% of Activity Fee	
<u>Facility Rentals</u>	
Softball & Soccer fields hourly rental; non profit youth groups/other non profit & Cap residents/all others	\$13 / \$25 / \$33
Jade Street Community Center	
Rooms A&B hourly rent	\$42
Room C hourly rent	\$58
Kitchen hourly rent	\$21
Entire Center hourly rent	\$150
Non profit discount of Jade Street Facility rents	25%
Field Prep and/or additional staffing required to prepare for or supervise the Sports rentals only	\$13 / hr
Notes: Resident include Soquel Union School District	
Costs mean staff costs adjusted for benefits, department overhead, and City overhead as calculated by the City Manager. Costs can also mean direct cost of a consultant. When consultant costs are included <u>21%</u> of such costs will be charged to cover staff time for contract management. <i>Staff costs do not accrue during an appeal unless appeal is made by applicant.</i>	
Deposits are stated as minimums. Actual deposits depend on the evaluation by staff of an individual project or application. The City Manager may lower minimum deposits if the application or project justifies a lower deposit. When an application involves multiple minimum fees the highest minimum fee applies.	

Attachment: Exhibit A 2018-19 Fee Schedule (Adopt FY 2018-19 Fee Schedule)

Description	2018/19 Fee Schedule
POLICE DEPARTMENT FEES	
<u>Special Event Permit</u>	\$59
Amplified Sound Permit (Municipal Code 9.12.040)	\$30
DUI Cost Recovery Fee (Res. 3533)	Not to exceed \$12,000
Copies of reports: Crime Reports, Special Reports, etc. (Regardless of number of pages)	\$0.25 / page
Copies of: Citations, Code sections, Ordinances, etc.	\$0.25 / page
Bicycle Licenses (New)	\$10
Bicycle Licenses (Renewal)	\$7
Citation Sign-Offs	\$0
Photographs	\$19 + administration fees
VIN verifications	\$15
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$51.60 1st Hour (Minimum) + \$25.80 / hour
Local Fire Arm dealers (set by state)	
New application	set by state
Renewal	set by state
Second Dealers License (set by state)	
Application	set by state
Renewal	set by state
Taxi Fee per application	set by state
Civil Subpoena (per case) (set by state)	set by state
Parking Permits (separate action by the Council)	
Neighborhoods per year (Resolution No. 3733)	\$25
Village Preferential Permit (Resolution No. 3733)	\$50 per year
Village Employer/Employee Permit (Resolution No. 3733)	\$50 per year
Morning Village Parking Permit (Resolution No. 3715)	\$50 per year
Concealed Weapon Permits (set by state)	
<i>Application</i>	
Standard	set by state
Judicial	set by state
Employment	set by state
<i>Renewal</i>	
Standard	set by state
Judicial	set by state
Employment	set by state
Firearm Surrender Fees (set by state law)	
1-5 guns	set by state
6+guns	set by state
Vehicle Storage per day	\$26
Administrative fee to release Impounded / Stored Vehicle	\$126
Surf School Permit Fee	\$516
<u>Animal Services Fees</u>	
See Exhibit B "Animal Services Fees"	

Attachment: Exhibit A 2018-19 Fee Schedule (Adopt FY 2018-19 Fee Schedule)

Description	2018/19 Fee Schedule
BUILDING FEES	
<p>The cost of a “combination building permit” shall be 1.5 times the amounts shown in Table 1-A. A “combination building permit” is defined as a permit for a scope of construction work regulated by two or more of the model codes. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.</p>	
<p>The cost of a “building permit” shall be the amounts shown in Table 1-A. A “building permit” is defined as a permit for a scope of construction work regulated solely by a single model code. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.</p>	
TABLE 1-A	
Total Valuation	FEES
\$1.00 to \$500.00	\$25.66
\$501.00 to \$2,000.00	\$25.66 for the first \$500.00 plus \$3.33 for each additional \$100.00 or fraction thereof.
\$2,001.00 to \$25,000.00	\$75.61 for the first \$2,000.00 plus \$15.28 for each additional \$1000.00 or fraction thereof.
\$25,001.00 to \$50,000.00	\$427.05 for the first \$25,000.00 plus \$11.02 for each additional \$1,000.00 or fraction thereof.
\$50,001.00 to \$100,000.00	\$702.55 for the first \$50,000.00 plus \$7.64 for each additional \$1,000.00 or fraction thereof.
\$100,001.00 to \$500,000.00	\$1,084.55 for the first \$100,000.00 plus \$6.12 for each additional \$1,000.00 or fraction thereof.
\$500,001.00 to \$1,000,000.00	\$3,532.55 for the first \$500,000.00 plus \$5.18 for each additional \$1,000.00 or fraction thereof.
\$1,000,001.00 and up	\$6,122.55 for the first \$1,000,000.00 plus \$2.83 for each additional \$1,000.00 or fraction thereof.
Building Plan Check Fee	65% of Building Permit Fee
Building Permit Reinstatement Fee	50% of the original, singular building permit fee or combo building permit fee, whichever is applicable to the permit being reinstated
Stop Work Order Fee	2x the singular building permit fee

Attachment: Exhibit A 2018-19 Fee Schedule (Adopt FY 2018-19 Fee Schedule)

Description	2018/19 Fee Schedule
Greywater System Permit	\$0
Electric Vehicle Charging Permits (* Note: These fees were added to the fee schedule for FY2011-12, but will be waived per the Green Energy Incentive Program)	
a. Level I (120 volts)	\$0
b. Level II (208-240 volts)	\$0
c. Level III (480 volts)	\$0
Solar P.V. System	\$0
Solar P.V. System (Commercial Sale/Distribution)	Cost
Solar Hot Water Heater	\$0
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Temporary Trailer/Mobile Home Occupancy Permit	\$52
Structural Review of Engineered Plans	cost + 21%
Outside Consultant Plan Review	cost + 21%
<u>Grading Plan Review Fees</u>	
50 cubic yard or less	\$ -
51 to 100 cubic yard	\$ 25.66
101 to 1,000 cubic yards	\$ 40.39
1,001 to 10,000 cubic yards	\$ 52.41
10,001 to 100,000 cubic yards	\$52.41 for first 10,000 plus \$26.75 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$293.15 for first 100,000 plus \$14.46 for each additional 10,000 cubic yards
200,001 cubic yards or more	\$423.28 for first 200,000 plus \$7.92 for each additional 10,000 cubic yards
<u>Grading Permit Fees</u>	
50 cubic yard or less	\$ 25.66
51 to 100 cubic yard	\$ 40.39
101 to 1,000 cubic yards	\$40.39 for first 100 plus \$19.11 for each additional 100 cubic yards
1,001 to 10,000 cubic yards	\$212.38 for first 1,000 plus \$15.83 for each additional 1,000 cubic yards
10,001 to 100,000 cubic yards	\$354.85 for first 10,000 plus \$72.05 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$1,003.30 for first 100,000 plus \$39.85 for each additional 10,000 cubic yards

Attachment: Exhibit A 2018-19 Fee Schedule (Adopt FY 2018-19 Fee Schedule)

Description	2018/19 Fee Schedule
PLANNING FEES	
Administration/Documents	
Continuance Request - Applicant (2+)	\$161
Staff Billing Rate	Cost
Appeals-by Applicant	Cost
Appeals- by City Officials	\$0
Appeals- by Other	\$516
Coastal Development Permit Appeal	\$0
Appeals -Building/Zoning Code Violations	\$516
Records Search/Research/Special Report	Cost
Administrative Permits	
Tree Removal I- Staff -Review	\$131
Tree Removal -- 3 or more trees on a property	\$280
Tree Installation Deposit (Refundable)	\$500 Deposit
Commercial Sidewalk/Parking Lot Sale Permit	\$78
Tenant Use Permit (MCUP)--Staff approval	\$79
Transient Rental Occupancy Use Permit	\$546
Home Occupation Use Permit	\$164
Fence Permit- Staff approval	\$44
Fence Permit- PC approval	\$819
Temporary Sidewalk Dining	\$79
Temporary Use Administrative Permit	\$79
Sign Permits	
Temporary Signs and Banner Permits	\$39
Signs-permit - Staff Review	\$132
Signs- permit - PC Review	\$546
Master Sign Program	Cost; \$3,000 min deposit
Village Sidewalk Sign Permit	\$67
Design Permits	
Residential-Single Family/Minor Design Permit - Staff Review	\$798
Residential-Single Family - PC Review	\$2,730
Residential Multi-Family - PC Review	\$3,819
Commercial - PC Review	\$4,000 Deposit
Secondary Dwelling Unit- Staff Review	\$546
Secondary Dwelling Unit- PC Review	\$1,638
Residential Multi-Family/Minor Design Permit - Staff Review	\$2,000 deposit
Commercial Minor Design Permit	\$2,000 deposit
Use Permits	
Master Conditional Use Permit	Cost; \$3,500 min. deposit
Conditional Use Permit/Minor Use Permit - Staff Review	\$1,638
Conditional Use Permit - PC approval	Cost; \$3,000 min. deposit
Temporary Use Permit	\$83
Subdivisions	
Certificate of Compliance & Lot Merger	\$546
Boundary Line Adjustment	\$872
Tentative Parcel Map	Cost; \$2,000 min. deposit
Tentative Map	Cost; \$5,000 min. deposit
Revised Map	\$2,000 Deposit
Time Extension	\$2,000 Deposit
Subdivision Modification	\$2,000 Deposit
Plan Amendments	
General Plan Amendment	Cost; \$5,000 min. deposit
Local Coastal Plan Amendment	Cost; \$5,000 min. deposit
Rezone	Cost; \$5,000 min. deposit
Planned Development Rezone	Cost; \$3,500 min. deposit

Description	2018/19 Fee Schedule
Other Discretionary Permits	
Variance	\$1,638
Coastal Development Permit	\$819
Coastal Permit Exclusion	\$92
Mobile home Park Change of Use or Closure	\$5,000 Deposit
Development Agreement	Cost; \$5,000 min. deposit
Specific Plan	Cost; \$5,000 min. deposit
Permit Time Extension -Staff Review	\$546
Permit Time Extension - PC Review	\$1,638
Permit Amendment (any permit)	50% of original cost
Annexation	Costs+ overhead / \$3,000 min. deposit
Minor Modification	\$1,638
Environmental Review	
Negative Declaration (and Mitigated ND)	Cost; \$2,000 min deposit
EIR Processing	Cost; + 17% of consultant; \$10,000 min deposit
Mitigation/Condition Monitoring Program	Cost + 21%
NEPA Compliance	Cost + 21%
Other Permits/Fees	
Conceptual Review Fee- PC	\$1,638
Conceptual Review Fee- PC and CC	\$2,456
Technical Study Preparation and Review	Cost + 21%
NOTE: Third party review costs to be required as necessary	Cost + 21%
Code Compliance	Double Application Fees
Code Compliance confiscated property recovery fee	\$258
Research Fee - 1/2 hour minimum charge	Cost
Pre-Application Review	\$229
Building Plan Check & Final Inspection	20% of Building Permit Fee
Major Development Project Fee	Cost; \$5,000 min. deposit
Inclusionary Housing	
Inclusionary Housing -Unit Sale	\$546
Inclusionary Housing -Unit Refinance	\$219
Single Family Residence	\$2.50 per square foot
Other Fees and Assessments	
General Plan Maintenance Fee	Total Building Valuation X 0.5%
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Green Building Educational Resource Fund Fee (Municipal Code 17.10.080)	Fee equals .0025 times the overall building permit valuation of the project.
Affordable Housing In-Lieu Fees	
For Sale Housing Developments of two to six units (Municipal Code Chapter 18.02/Reso. 3473) :	
All Units	\$10 per sq. ft.
For Sale Housing Developments of Seven or more units	
#Units	#Units Built
7	1
8-13	1
14	2
15-20	2
21	3
22-27	3
28	4
Rental Multi-Family	\$6 per sq. ft.

NOTES:

- All Fees are non-refundable.
- Deposit accounts are billed on a time and material basis. Additional deposits may be necessary depending on the complexity of the project. Any unused monies in a deposit account will be refunded following case closure.
- The Community Development Director may reduce the total fee/deposit requirements for applications which are unlikely to require the full deposit amounts established herein.
- Applications which include a fee and a deposit payment will be processed with a single deposit account.
- Outside agency fees, including but not limited to County recordation fees, State Fish and Wildlife fees, etc. are charged at cost.
- The Community Development Director may establish a reasonable fee or deposit amount for permit types required by the Capitola Municipal Code or State law which are not included in the fee schedule.
- Flat fee applications are entitled up to two public hearings. Additional public hearings shall be charged to the applicant at cost
- The Community Development Director may designate a project as a Major Development Project if it has a valuation of \$2M+ or is considered technically

Attachment: Exhibit A 2018-19 Fee Schedule (Adopt FY 2018-19 Fee Schedule)

Description	2018/19 Fee Schedule
PUBLIC WORKS DEPARTMENT FEES	
Encroachment Permits	
Non-Construction Items (includes materials storage within right-of-way road and sidewalk closures)	\$65
Village Sidewalk Encroachment Permit	\$38
Construction Items	
Level A	\$197
Level B	\$437
Level C	\$872
Level D	\$1,418
Level E	\$1,965
Residential Blue Curb Application Fee	\$206
Residential Blue Curb Annual Fee	\$52
Blanket Permits (repair and maintenance of existing facilities)	\$2,182
Private Improvement Permits/Encroachment Agreement	
Applications for Minor Permits	\$218
Applications for Major Permits	\$546
Memorial Bench	\$1,092
Memorial Plaque (wharf)	\$819
Memorial Plaque (Grand Ave)	\$819
Memorial Plaque (tree)	\$500 + Cost of Tree
Memorial Picnic Table	\$1,582
Seasonal Boat Storage Permits	
Seasonal Permit	\$400 per month
Short Term Permit	\$15 per day
Stormwater Development Review Fee	
Stormwater Plan Review Fee	\$108
Large Project Plan Review Deposit	
Tier 2	\$3,275
Tier 3 & 4	\$4,366
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3796 adopted 11/12/09)	5% of Permit Fee
Final Map	Cost; \$3,000 min. deposit

Attachment: Exhibit A 2018-19 Fee Schedule (Adopt FY 2018-19 Fee Schedule)

Description	2018/19 Fee Schedule
HISTORICAL MUSEUM FEES	
Research Fee - 1/2 hour minimum charge	Cost
Print of an electronically available Photograph in Collection	\$7
Digital Copies of Collection Items	\$19
Scan High Resolution Tiff File of any collection item for a customer	\$23

		Current 2017-18	Proposed 2018-19
Adoption Fees			
Dogs			
	Puppies 2-6 months	\$195	
	Adults 7 mon-6 yrs	\$130	
	Sr. Adult 6 yrs+	\$60	
Cats			
	Kittens 2-12 months	\$120	
	Adults 1-6 yrs	\$100	
	Sr. Adult 6 yrs+	\$55	
	Rabbits	\$50	
	Rodents	\$25	
	Small caged birds	\$25	
	Exotic birds (i.e. parrots)	\$75	
	Small Livestock Goats	\$75	
	Large Livestock Cow	\$100	
	Horse	\$250	
	Chicken/Rooster	\$10	
Adoption Hold Fee, until 5:00 p.m. next business day, not applicable to adoption, non-refundable			
	Cat	\$20	
	Dog	\$25	

Adoption fee for rescue/non-profit agencies is equal to the cost of the spay/neuter for only adoptable animals
 Adoption fee for rescue/non-profit agencies for Rabbits \$20
 Adoption fee for rescue/non-profit agencies include a microchip

Impound Fees

		Altered	* Unaltered
Cat	First Impound	\$ 30	\$ 30 + Penalty \$ 35
	Second Impound	\$ 50	\$ 50 + Penalty \$ 50
	Third Impound	\$ 75	\$ 75 + Penalty \$100
	Fourth/Subsequent	\$ 75	\$ 75 + Penalty \$100
Dog	First Impound	\$ 75	\$ 75 + Penalty \$ 35
	Second Impound	\$ 115	\$115 + Penalty \$ 50
	Third Impound	\$ 195	\$195 + Penalty \$100
	Fourth/Subsequent	\$ 225	\$225 + Penalty \$100

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

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

Board Fees - Daily

Cats	\$20/day
Dogs	\$25/day
Other	\$25

	Current 2017-18	Proposed 2018-19
License Fees – Dogs		
Altered - one year	\$29	
Unaltered - one year	\$100 with Unaltered Animal Certificate	
Late Penalty	\$15	
Senior Citizen (65+) - Altered dog	\$29	
Senior Citizen (65+) - Unaltered dog	\$100	
Potentially Dangerous/Vicious dog	\$200	
Late Penalty for dog licenses for dogs designated Potentially Dangerous, Vicious, Habitual or Public Nuisance.		\$100
Unaltered Animal Certificate -- one time	\$250	\$350
Exemption from Unaltered Animal Certificate	\$15 plus license fee	
Administrative fee for mailed licenses	\$1	
Replacement License Tag Fee		\$5
Failure to License Penalty (per dog, if impounded)		\$30
License Fees – Cats		
Unaltered Animal Certificate	\$250	\$350
Quarantine Fees		
Home Quarantine (Field Check)	\$75	
Shelter Quarantine	\$50 plus board fees	
Service Fees		
Microchip/walk-in service	\$15	
Microchip for impounded dogs and cats	\$25	
Dog/Cat trap rental	\$10	N/C
Dog Humane Trap Deposit	\$255	
Cat Humane Trap Deposit	\$70	
Trap Processing Fee		\$10
Pick-Up Animal in a Trap	\$75	
Pick-Up of Owned Animal	\$75	
Pick-up and Disposal of Deceased Animal on Private Property	\$85	
Use of Livestock Trailer	\$100/\$150 (1st /2nd time)	
Medical Fees		
Medical groom	\$45	
Medical nail trim	\$15	
Medication dispensed	\$20	
Vet procedure	\$25	
Rabies	\$14	
Medical bath	\$20	
Wound prep	\$35	
Owner Surrender of Animal Residing in Santa Cruz County		
Owner Surrender of Dog	\$0	
Owner Surrender of Cat	\$0	
Owner Surrender of Rabbit	\$0	
Owner Surrender of Exotic (snake, lizard, bird, turtle)	\$0	
small rodents	\$0	
Large livestock	\$0	
small livestock	\$0	
Large Exotic	\$0	
Owner Surrender of Animal Residing Outside of Santa Cruz County		
Owner Surrender of Dog	\$50	
Owner Surrender of Cat	\$35	

Attachment: Exhibit B Animal Service Fees 18-19 (Adopt FY 2018-19 Fee Schedule)

	Current 2017-18	Proposed 2018-19
Owner Surrender of Rabbit	\$25	
Owner Surrender of Exotic (snake, lizard, bird, turtle)	\$55	
small rodents	\$15-\$35	
Large livestock	\$10-\$25	
small livestock	\$100	
Large Exotic	\$75	
	\$55	
Protective Custody Fee		
Owner Arrest	\$75 /hour min.(2 hours after hrs)	
Confiscate/Humane	\$75 /hour min.(2 hours after hrs)	
Emergency Hospital	\$25	
Owner Requested Euthanasia	\$75 Plus Disposal	
Disposal of Owned Dead Animals	\$50	
Refund Processing Fee	\$25	
Animal Control Officer Services	\$75/hour (2 hr minimum after hours)	
Field Return of Owned Animal	\$75	
Spay/Neuter Fees for Impounded Animals		
Cats	\$50	
Dogs	\$195	
Planned Pethood Spay/Neuter Fees		
Dog	\$190	
Cat	\$25	
Rabbit	\$75	
Pit Bulls & Chihuahuas	\$50	
Animals over 100 lbs., in heat, pregnant or cryptorchid add	\$25	
Animals determined obese by veterinarian add	\$50	
*Animals over 100 lbs., in heat, pregnant or cryptorchid – add \$25. Animals determined obese by veterinarian add \$50. Animals over 7 years of age are required to receive a blood panel for an additional \$55. Late drop-off fee (more than 20 minutes) is \$20. Reschedule fee for missed appointments is \$25.		
Fees for Additional Required Services		
Microchip	\$10	
License	\$29	
Rabies	\$10	
Late drop-off fee	\$20	
Late pick-up fee	\$40/night	
Blood panel for dogs over 7 yrs of age and cats over 10 yrs of age	\$55	
Planned Pethood Spay/Neuter Fees for Limited Income*		
Dog	\$50	
Cat	\$10	
Rabbit	\$50	
*Limited income eligibility determined through proof of receipt of government assistance OR through a year-to-date pay stub or W2 tax form that proves the following:		
1 person household--maximum of \$35,350 annual income		
2 person household--maximum of \$40,350 annual income		
3 person household--maximum of \$45,400 annual income		
4 person household--maximum of \$50,400 annual income		
<u>ONE STOP Fees with Purchase of License</u>		
Rabies	\$10	
Microchip	\$15	

	Current 2017-18	Proposed 2018-19
Nuisance Abatement Appeals Fee (County)	\$75	
Non-sufficient Funds Check Fee	\$40	
Puppy Training Deposits	\$100-\$200	
Training Room Rental Fees	\$22	

FINES FOR VIOLATIONS OF ANIMAL ORDINANCE – ADMINISTRATIVE CITATION PROGRAM

***Failure to license**

First offense in one year	\$100
Second offense in one year	\$200
Third offense in one year	\$500

****Failure to microchip**

First offense in one year	\$100
Second offense in one year	\$200
Third offense in one year	\$500

*****Failure to provide rabies vaccination**

First offense in one year	\$100
Second offense in one year	\$200
Third offense in one year	\$500

Failure to display license (each dog)

\$50

******Failure to spay or neuter dog or cat over 6 months, unless owner holds unaltered animal certificate**

First offense	\$250
Second offense	\$500
Third offense	\$750

Dog running at large, first offense	\$100
Dog running at large, second offense	\$200
Dog running at large, third offense	\$250

Dog off leash, first offense	\$50
Dog off leash, second offense	\$150
Dog off leash, third offense	\$250

Safety of animal in parked vehicle \$250

Failure of owner to pick up after dog or cat defecating \$100

Habitual noisy animals (6.12.090) \$100

Permitting livestock to trespass, per offense \$200

All first offense recommended penalties not subject to cure will be reduced by 50% if they are paid in full by 5:00 p.m. of the first business day following issuance.

*Citations for failure to license will be dismissed if cured within 7 calendar days, including day of issuance

**Citations for failure to microchip will be dismissed if cured within 7 calendar days, including day of issuance.

***Citations for failure to provide rabies vaccination will be dismissed if cured within 7 days, including day of issuance.

****Citations for failure to spay or neuter dog or cat over 6 months, unless owner holds unaltered animal certificate, will be dismissed if ASA receives evidence that animal was spayed or neutered within 30 calendar days, including day of issuance.

Attachment: Exhibit B Animal Service Fees 18-19 (Adopt FY 2018-19 Fee Schedule)

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))	\$200
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%
Electric Vehicle Charging Fee	\$0.50 / hour

2018/19 Fee Schedule
\$516
\$62
\$652
\$196
\$0
\$0.25 / page
\$0.10 / page
Cost + \$51.60 1st Hour (Minimum) + \$25.80 / hour
\$38
\$38
\$160
\$598
\$23
\$38
0 (Set to -0- by Council in 2011)
\$35 + 10% each month late
\$38
\$4
\$34
2% of TBV or 1% in lieu to City
\$200
\$222 / 4 hrs or \$666 all day / deposit \$1,500
\$0
\$15 / signature
\$15 / signature
3%
\$0.50 / hour

Attachment: Fee Schedule Comparison (Adopt FY 2018-19 Fee Schedule)

Description	2017/18 Fee Schedule
PARKS AND RECREATION FEES	
All fees are evaluated annually to determine if they are competitive with other recreation programs in Santa Cruz County	
Classes	
Negotiated Instructor Activity Fee (Instructor receives 65% of this fee, Department retains 35%)	Negotiated
Registration Fee - Resident (Capitola Residents Only)	\$16 per class
-Department retains this fee	
Non-Resident (Anyone residing outside of the City) in addition to Residential Registration Fee	\$14 per class
-Department retains this fee	
Senior Discount	10%
Sports	
League Fees	Costs + 30% admin fee
League fees will change depending upon number and type of leagues offered, number of games per league, number of officials, amount of equipment needed, field/site prep and maintenance, and whether or not playoffs & awards are offered. Fees are calculated based on direct costs + 30% admin fee.	
Junior Guards	
4 weeks resident/non resident	\$220/\$284
Camp Capitola	
All day 2 week session, resident/non resident	\$238 / \$262
1/2 day resident/non resident	\$135 / \$152
All day 3 week session, resident/non resident	\$353 / \$389
1/2 day resident/non resident	\$184 / \$201
Extended Care--daily resident/non resident	\$8.00
Extended Care--weekly resident/non resident	\$35
Transportation fee to Jr. Guards (1st Session / 2nd Session)	\$54 / \$42
Private Tennis Lessons	75% of Activity Fee
Facility Rentals	
Softball & Soccer fields hourly rental; non profit youth groups/other non profit & Cap residents/all others	\$13 / \$25 / \$33
Jade Street Community Center	
Rooms A&B hourly rent	\$42
Room C hourly rent	\$58
Kitchen hourly rent	\$21
Entire Center hourly rent	\$150
Non profit discount of Jade Street Facility rents	25%
Field Prep and/or additional staffing required to prepare for or supervise the Sports rentals only	\$13 / hr
Notes: Resident include Soquel Union School District	
Costs mean staff costs adjusted for benefits, department overhead, and City overhead as calculated by the City Manager. Costs can also mean direct cost of a consultant. When consultant costs are included 21% of such costs will be charged to cover staff time for contract management. <i>Staff costs do not accrue during an appeal unless appeal is made by applicant.</i>	
Deposits are stated as minimums. Actual deposits depend on the evaluation by staff of an individual project or application. The City Manager may lower minimum deposits if the application or project justifies a lower deposit. When an application involves multiple minimum fees the highest minimum fee applies.	

2018/19 Fee Schedule
Negotiated
\$16 per class
\$14 per class
10%
Costs + 30% admin fee
\$220/\$284
\$238 / \$262
\$135 / \$152
\$353 / \$389
\$184 / \$201
\$8.00
\$35
\$54 / \$42
75% of Activity Fee
\$13 / \$25 / \$33
\$42
\$58
\$21
\$150
25%
\$13 / hr

Attachment: Fee Schedule Comparison (Adopt FY 2018-19 Fee Schedule)

Description	2017/18 Fee Schedule
BUILDING FEES	
The cost of a "combination building permit" shall be 1.5 times the amounts shown in Table 1-A. A "combination building permit" is defined as a permit for a scope of construction work regulated by two or more of the model codes. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.	
The cost of a "building permit" shall be the amounts shown in Table 1-A. A "building permit" is defined as a permit for a scope of construction work regulated solely by a single model code. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.	
TABLE 1-A	
Total Valuation	FEES
\$1.00 to \$500.00	\$24.86
\$501.00 to \$2,000.00	\$24.86 for the first \$500.00 plus \$3.23 for each additional \$100.00 or fraction thereof.
\$2,001.00 to \$25,000.00	\$73.31 for the first \$2,000.00 plus \$14.81 for each additional \$1000.00 or fraction thereof.
\$25,001.00 to \$50,000.00	\$413.94 for the first \$25,000.00 plus \$10.68 for each additional \$1,000.00 or fraction thereof.
\$50,001.00 to \$100,000.00	\$680.94 for the first \$50,000.00 plus \$7.40 for each additional \$1,000.00 or fraction thereof.
\$100,001.00 to \$500,000.00	\$1,050.94 for the first \$100,000.00 plus \$5.93 for each additional \$1,000.00 or fraction thereof.
\$500,001.00 to \$1,000,000.00	\$3,422.94 for the first \$500,000.00 plus \$5.02 for each additional \$1,000.00 or fraction thereof.
\$1,000,001.00 and up	\$5,932.94 for the first \$1,000,000.00 plus \$2.74 for each additional \$1,000.00 or fraction thereof.
Building Plan Check Fee	65% of Building Permit Fee
Building Permit Reinstatement Fee	50% of the original, singular building permit fee or combo building permit fee, whichever is applicable to the permit being reinstated
Stop Work Order Fee	2x the singular building permit fee
Greywater System Permit	\$0
Electric Vehicle Charging Permits (* Note: These fees were added to the fee schedule for FY2011-12, but will be waived per the Green Energy Incentive Program)	
a. Level I (120 volts)	\$0
b. Level II (208-240 volts)	\$0
c. Level III (480 volts)	\$0
Solar P.V. System	\$0
Solar P.V. System (Commercial Sale/Distribution)	Cost
Solar Hot Water Heater	\$0
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Temporary Trailer/Mobile Home Occupancy Permit	\$50
Structural Review of Engineered Plans	cost + 21%
Outside Consultant Plan Review	cost + 21%
Grading Plan Review Fees	
50 cubic yard or less	\$ -
51 to 100 cubic yard	\$ 24.86
101 to 1,000 cubic yards	\$ 39.14
1,001 to 10,000 cubic yards	\$ 50.78
10,001 to 100,000 cubic yards	\$50.78 for first 10,000 plus \$25.92 for each additional 10,000 cubic yards

2018/19 Fee Schedule
FEES
\$25.66
\$25.66 for the first \$500.00 plus \$3.33 for each additional \$100.00 or fraction thereof.
\$75.61 for the first \$2,000.00 plus \$15.28 for each additional \$1000.00 or fraction thereof.
\$427.05 for the first \$25,000.00 plus \$11.02 for each additional \$1,000.00 or fraction thereof.
\$702.55 for the first \$50,000.00 plus \$7.64 for each additional \$1,000.00 or fraction thereof.
\$1,084.55 for the first \$100,000.00 plus \$6.12 for each additional \$1,000.00 or fraction thereof.
\$3,532.55 for the first \$500,000.00 plus \$5.18 for each additional \$1,000.00 or fraction thereof.
\$6,122.55 for the first \$1,000,000.00 plus \$2.83 for each additional \$1,000.00 or fraction thereof.
65% of Building Permit Fee
50% of the original, singular building permit fee or combo building permit fee, whichever is applicable to the permit being reinstated
2x the singular building permit fee
\$0
\$0
\$0
\$0
\$0
Cost
\$0
Cost
5% of Permit Fee
\$52
cost + 21%
cost + 21%
\$ -
\$ 25.66
\$ 40.39
\$ 52.41
\$52.41 for first 10,000 plus \$26.75 for each additional 10,000 cubic yards

Attachment: Fee Schedule Comparison (Adopt FY 2018-19 Fee Schedule)

Description	2017/18 Fee Schedule
100,001 to 200,000 cubic yards	\$284.05 for first 100,000 plus \$14.01 for each additional 10,000 cubic yards
200,001 cubic yards or more	\$410.16 for first 200,000 plus \$7.67 for each additional 10,000 cubic yards
Grading Permit Fees	
50 cubic yard or less	\$ 24.86
51 to 100 cubic yard	\$ 39.14
101 to 1,000 cubic yards	\$39.14 for first 100 plus \$18.52 for each additional 100 cubic yards
1,001 to 10,000 cubic yards	\$205.82 for first 1,000 plus \$15.34 for each additional 1,000 cubic yards
10,001 to 100,000 cubic yards	\$343.88 for first 10,000 plus \$69.82 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$972.26 for first 100,000 plus \$38.61 for each additional 10,000 cubic yards

2018/19 Fee Schedule
\$293.15 for first 100,000 plus \$14.46 for each additional 10,000 cubic yards
\$423.28 for first 200,000 plus \$7.92 for each additional 10,000 cubic yards
\$ 25.66
\$ 40.39
\$40.39 for first 100 plus \$19.11 for each additional 100 cubic yards
\$212.38 for first 1,000 plus \$15.83 for each additional 1,000 cubic yards
\$354.85 for first 10,000 plus \$72.05 for each additional 10,000 cubic yards
\$1,003.30 for first 100,000 plus \$39.85 for each additional 10,000 cubic yards

Description	2017/18 Fee Schedule	2018/19 Fee Schedule
PLANNING FEES		
Administration/Documents		
Continuance Request - Applicant (2+)	\$156	\$161
Staff Billing Rate	Cost	Cost
Appeals-by Applicant	Cost	Cost
Appeals- by City Officials	\$0	\$0
Appeals- by Other	\$500	\$516
Coastal Development Permit Appeal	\$0	\$0
Appeals -Building/Zoning Code Violations	\$500	\$516
Records Search/Research/Special Report	Cost	Cost
Administrative Permits		
Tree Removal 1- Staff -Review	\$127	\$131
Tree Removal -- 3 or more trees on a property	\$271	\$280
Tree Installation Deposit (Refundable)	\$500 Deposit	\$500 Deposit
Commercial Sidewalk/Parking Lot Sale Permit	\$76	\$78
Tenant Use Permit (MCUP)--Staff approval	\$77	\$79
Transient Rental Occupancy Use Permit	\$529	\$546
Home Occupation Use Permit	\$159	\$164
Fence Permit- Staff approval	\$43	\$44
Fence Permit- PC approval	\$794	\$819
Temporary Sidewalk Dining	new	\$79
Temporary Use Administrative Permit	new	\$79
Sign Permits		
Temporary Signs and Banner Permits	\$38	\$39
Signs-permit - Staff Review	\$128	\$132
Signs- permit - PC Review	\$529	\$546
Master Sign Program	Cost; \$3,000 min deposit	Cost; \$3,000 min deposit
Village Sidewalk Sign Permit	\$65	\$67
Design Permits		
Residential-Single Family/Minor Design Permit - Staff Review	\$773	\$798
Residential-Single Family - PC Review	\$2,645	\$2,730
Residential Multi-Family - PC Review	\$3,701	\$3,819
Commercial - PC Review	\$4,000 Deposit	\$4,000 Deposit
Secondary Dwelling Unit- Staff Review	\$529	\$546
Secondary Dwelling Unit- PC Review	\$1,587	\$1,638
Residential Multi-Family/Minor Design Permit - Staff Review	new	\$2,000 deposit
Commercial Minor Design Permit	new	\$2,000 deposit
Use Permits		
Master Conditional Use Permit	Cost; \$3,500 min. deposit	Cost; \$3,500 min. deposit
Conditional Use Permit/Minor Use Permit - Staff Review	\$1,587	\$1,638
Conditional Use Permit - PC approval	Cost; \$3,000 min. deposit	Cost; \$3,000 min. deposit
Temporary Use Permit	\$80	\$83
Subdivisions		
Certificate of Compliance & Lot Merger	\$529	\$546
Boundary Line Adjustment	\$845	\$872
Tentative Parcel Map	Cost; \$2,000 min. deposit	Cost; \$2,000 min. deposit
Tentative Map	Cost; \$5,000 min. deposit	Cost; \$5,000 min. deposit
Revised Map	\$2,000 Deposit	\$2,000 Deposit
Time Extension	\$2,000 Deposit	\$2,000 Deposit
Subdivision Modification	\$2,000 Deposit	\$2,000 Deposit
Plan Amendments		
General Plan Amendment	Cost; \$5,000 min. deposit	Cost; \$5,000 min. deposit
Local Coastal Plan Amendment	Cost; \$5,000 min. deposit	Cost; \$5,000 min. deposit
Rezone	Cost; \$5,000 min. deposit	Cost; \$5,000 min. deposit
Planned Development Rezone	Cost; \$3,500 min. deposit	Cost; \$3,500 min. deposit
Other Discretionary Permits		
Variance	\$1,587	\$1,638
Coastal Development Permit	\$794	\$819
Coastal Permit Exclusion	\$89	\$92
Mobile home Park Change of Use or Closure	\$5,000 Deposit	\$5,000 Deposit
Development Agreement	Cost; \$5,000 min. deposit	Cost; \$5,000 min. deposit
Specific Plan	Cost; \$5,000 min. deposit	Cost; \$5,000 min. deposit
Permit Time Extension -Staff Review	\$529	\$546
Permit Time Extension - PC Review	\$1,587	\$1,638
Permit Amendment (any permit)	50% of original cost	50% of original cost
Annexation	Costs+ overhead / \$3,000 min. deposit	Costs+ overhead / \$3,000 min. deposit
Minor Modification	new	\$1,638
Environmental Review		
Negative Declaration (and Mitigated ND)	Cost; \$2,000 min deposit	Cost; \$2,000 min deposit
EIR Processing	Cost; + 17% of consultant; \$10,000 min deposit	Cost; + 17% of consultant; \$10,000 min deposit
Mitigation/Condition Monitoring Program	Cost + 21%	Cost + 21%

Attachment: Fee Schedule Comparison (Adopt FY 2018-19 Fee Schedule)

Description	2017/18 Fee Schedule
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2018/19 Fee Schedule

PUBLIC WORKS DEPARTMENT FEES

Encroachment Permits		
Non-Construction Items (includes materials storage within right-of-way road and sidewalk closures		\$63
Village Sidewalk Encroachment Permit		\$37
Construction Items		
	Level A	\$191
	Level B	\$423
	Level C	\$845
	Level D	\$1,374
	Level E	\$1,904
Residential Blue Curb Application Fee		\$200
Residential Blue Curb Annual Fee		\$50
Blanket Permits (repair and maintenance of existing facilities)		\$2,114
Private Improvement Permits/Encroachment Agreement		
Applications for Minor Permits		\$211
Applications for Major Permits		\$529
Memorial Bench		\$1,058
Memorial Plaque (wharf)		\$794
Memorial Plaque (Grand Ave)		\$794
Memorial Plaque (tree)	\$500 + Cost of Tree	
Memorial Picnic Table		\$1,533
Seasonal Boat Storage Permits		
Seasonal Permit	\$400 per month	
Short Term Permit	\$15 per day	
Stormwater Development Review Fee		
	Stormwater Plan Review Fee	\$105
	Large Project Plan Review Deposit	
	Tier 2	\$3,173
	Tier 3 & 4	\$4,231
Research Fee - 1/2 hour minimum charge		Cost
Information Technology Fee (Resolution No. 3796 adopted 11/12/09)	5% of Permit Fee	
Final Map	Cost; \$3,000 min. deposit	

	\$65
	\$38
	\$197
	\$437
	\$872
	\$1,418
	\$1,965
	\$206
	\$52
	\$2,182
	\$218
	\$546
	\$1,092
	\$819
	\$819
	\$500 + Cost of Tree
	\$1,582
	\$400 per month
	\$15 per day
	\$108
	\$3,275
	\$4,366
	Cost
	5% of Permit Fee
	Cost; \$3,000 min. deposit

Attachment: Fee Schedule Comparison (Adopt FY 2018-19 Fee Schedule)

Description	2017/18 Fee Schedule
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2018/19 Fee Schedule

HISTORICAL MUSEUM FEES	
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Description	Cost
Research Fee - 1/2 hour minimum charge	\$7
Print of an electronically available Photograph in Collection	\$18
Digital Copies of Collection Items	\$22
Scan High Resolution Tiff File of any collection item for a customer	\$23

Description	Cost
	\$7
	\$19
	\$23

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ASSOCIATION OF CAPITOLA EMPLOYEES
AND CITY OF CAPITOLA
PERIOD 7/01/2018 to 6/30/2020
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**ASSOCIATION OF CAPITOLA EMPLOYEES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as "City") and Laborers International of North American (LIUNA) Local 792 (herein referred to as "the union") for the Association of Capitola Employees (ACE) for and on behalf of its members identified. This agreement shall cover the period from July 1, 2012 through June 30 2015, July 1, 2018 through June 30, 2020 ~~amended on 12/12/2013 extending the term through June 30, 2018~~, and shall be effective upon ratification by the bargaining unit and approval by the Capitola City Council.

~~In exchange for the City moving the previously agreed upon COLA up to the first full pay period of January 2014, from July 2014, the Union has agreed to extend the existing terms and conditions of the agreement an additional three years with the same salary and health care increases as the Police Officers Association's Memorandum of Understanding which expires on June 30, 2018.~~

~~The City's "Standard MOU Provisions" and "Additional MOU Provisions" are hereby incorporated into this MOU by this reference. To the extent there is a conflict between either the Standard MOU Provisions or Additional MOU Provisions with this MOU, this MOU shall govern. The City and Union agree that, prior to March 31, 2007, they shall incorporate provisions from the Standard MOU Provisions and Additional MOU Provisions not specifically set forth in this MOU into this MOU, so long as incorporation does not result in a substantive change in the terms and conditions of employees covered by this MOU.~~

I. UNION RECOGNITION

1. Pursuant to the Meyers-Milias-Brown Act and the City's Employer-Employee Relations Resolution, the Union, affiliated with Laborer's International Union of North America, Local 792, is hereby recognized as the exclusively recognized employee organization of the General Government Employees and Association of Capitola Employees bargaining unit. Classifications in the bargaining unit are listed in Section I.16 below. Pursuant to language in the Employee-Employer Relations Ordinance, this list can be amended from time to time.
2. The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. In light of the agency fee provisions contained in this section, the Union agrees that it is obligated to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Union. (Government Code Section 3502)
3. Effective 30 days after the effective date of this MOU, in accordance with Government Code Section 3502.5, employees who are members of the bargaining unit represented by the Union, as a condition of continued employment, shall be required to either belong to the Union or to pay to the Union an amount equal to a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments for the Union. (Government Code Section 3502.5(a)) The Union shall notify the City in writing as to the amount of the service fee.

4. Any employee of the City subject to this MOU who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization will, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

Declarations of or applications for religious exemption and any supporting documentation will be forwarded to the Union within fifteen days of receipt by the City. The Union will have fifteen days after receipt of a request for religious exemption to challenge any exemption that the City grants. If challenged, the deduction to the charity of the employee's choice will commence but will be held in escrow pending resolution of the challenge. Charitable contributions will be by regular payroll deduction only. For purposes of this paragraph, charitable deduction means a contribution to a non-religious and non-labor charitable organization exempt from taxation under Section 501(c)(3) of the IRS Code chosen by the employee. (Government Code Section 3502.5(c))

5. The City shall notify new employees that the Union is the exclusive recognized bargaining representative for employees in the bargaining unit and provide new employees with a copy of the current Memorandum of Understanding. Within 30 days after employment, new employees shall, as a condition of continued employment, be required to either belong to the Union or to pay to the Union an amount equal to a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments for the Union. (Government Code Section 3502.5(a))
6. This section of the MOU shall not apply to supervisory employees. (Government Code Section 3502.5(e))
7. The City shall make available payroll deductions for unit members for both regular Union dues and for payment of the service fee to the Union pursuant to an appropriate authorization form signed by the employee or the provisions of this Section. Those funds shall be remitted to the Union on a monthly basis. An employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fee. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full dues or service fee, no deduction shall be made. In addition, all other legal and required deductions have priority over Union dues and the service fee.
8. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the Union, within 60 days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if it is required to file financial reports under the Labor-Management Disclosure Act of 1959 or required to file financial reports under Government Code Section 3546.5, may satisfy this financial reporting

requirement by providing the City with a copy of those financial reports. (Government Code §3502.5(f))

9. The Union shall indemnify, defend and hold the City, its employees, officials, representatives and agents harmless against any claims made, and against any suit instituted against the City on account of payroll deductions made pursuant to this Section for dues or service fees. In addition, the Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.
10. Any dispute between the Union and any employee on the interpretation or application of this Section shall, at the request of the Union or the affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The Union and the employee shall each bear one half the cost of the arbitration, including the fee of the American Arbitration Association, the arbitrator and any court reporter fees and costs. The City will not protest or interfere with any final and binding decision under this Section.
11. Union Notification. The City shall give reasonable written notice to Union when it is affected by any ordinance, rule, resolution, or regulation proposed to be adopted and directly relating to matters within the scope of representation.
12. Bulletin Boards. The Union shall be provided a bulletin board in the employee break room. The Union agrees that notices posted on the bulletin boards shall not contain anything that may be construed as maligning or derogatory to the City or its representatives. The Union shall be responsible for maintaining the bulletin board in a business-like manner. The Union shall be responsible for placement of and removal of outdated material. However, the City shall retain the right to remove maligning, derogatory, or inappropriate or outdated material.
13. Time Off for Union Officials. During the term of this agreement, two employees from the unit shall be allowed a reasonable amount of paid release time off for “meet and confer” or “meet and consult” sessions scheduled with the City’s designated representatives, providing there is no disruption of work. The Union shall notify the City Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.
14. Time Off Without Loss of Pay. The Union may request, and the City may grant, time off without loss of pay to Union representatives to assist the City in the formulation of policies and procedures mutually beneficial to the City and the Union. However, such time off shall be at the discretion of the City Manager.
15. Union Stewards. The unit shall be authorized to designate two employees within the unit as stewards and must furnish a list of these stewards to the City Manager within five working days after appointment or election. One steward at a time shall be allowed a reasonable amount of paid release time for the purpose to representing a unit employee within the steward’s area of representation in the filing or processing of grievances or disciplinary appeals, as long as there is no interruption of work in the employee’s division. Stewards must first obtain permission.
16. Represented Employees. This unit represents the following classifications: ~~Accounts Receivable/Payable Clerk, Account Technician, Accountant I,~~

~~Accountant II, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Building Inspector I, Building Inspector II, Class Coordinator, Development Services Technician, Data Entry Clerk, Equipment Operator, Maintenance Worker I, II III, Mechanic, Museum Curator, Parking Enforcement Officer, Assistant Planner, Receptionist, Records Clerk, Records Coordinator, Records Management Clerk, Recreation Assistant, Recreation Facility Custodian, Recreation Receptionist, and Sports Coordinator.~~

Account Technician, Accountant I, Accountant II, Accounts Clerk, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Assistant Planner, Building Inspector I, Building Inspector II, Data Entry Clerk, Development Services Technician, Equipment Operator, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Mechanic, Museum Curator, Parking Enforcement Officer, Receptionist, Records Coordinator, Records Management Clerk, Records Technician, Recreation Assistant, Recreation Coordinator, Recreation Facility Custodian, Recreation Receptionist

17. When a new position is created by the City that is not managerial, supervisory or confidential, the City will provide the Union with a position description and will advise the Union as to whether or not, in its judgment, the position is appropriate for inclusion in the bargaining unit. If the Union disagrees with the City's decision, it will notify the City, and the City and the Union will meet to resolve the disagreement.

II. WAGES

- A. Wage Schedule and Wage Increases: The wage schedule attached to this Memorandum of Understanding sets forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters "A" to "E" have been used to designate the respective pay steps for each position. The rates contained in the wage schedule are base salary rates and do not include overtime or benefits. ~~The City will compile and average the San Francisco—Oakland—San Jose Consumer Price Index (all urban consumers) reported CPI for January 2013 through October 2013* See (a). If the resulting figure for averaged CPI is greater than 0%, that figure shall be used as the percentage for salary increase for members of the unit, effective the first full pay period in January, 2014 through the pay period ending July 5th 2014. A 5% salary increase shall be made for the Administrative Assistant and the Mechanic effective first full pay period in July, 2012.~~

a. Effective the first pay period after union ratification of the MOU and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification in this Unit shall be readjusted by 2.25%.

b. Effective the first full pay period of July 2019, the salary range for each classification in this Unit shall be readjusted by 2.25%.

c. ~~Effective the first full pay period in July 2016, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco Oakland San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January~~

~~December changes for calendar year 2015 up to a maximum of 3.5%.~~

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

- B. Police Department Administrative Assistant: The Police Department Administrative Assistant will be granted a specialty pay increase of 5% when certified by POST to conduct back ground investigations. This pay will be retroactive to the time of certification. In addition, in 2012 a compensation analysis was conducted for the Police Department Administrative Assistant. The result is the Police Department Administrative Assistant will be granted an increase of 5% for recognition of an equity adjustment effective the first full pay period in July, 2012.
- C. Conversion To Hourly Rate: Whenever it is necessary to compute an hourly pay rate in order to apply any provision of this MOU, that will be done by multiplying any monthly rate by 12 in order to derive an annual rate, and dividing the annual rate by 2080 (or proportionate number of hours for part time positions, e.g., 1040 for a half-time position).
- D. Service: The word "service" as used in this MOU means continuous full-time service in the position in which the employee is being considered for salary advancement, service in a higher position, or service in a position allocated to the same salary schedule and having generally similar duties and requirements. A lapse of service of any employee for a period of time longer than thirty days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee, and any such employee re-entering the service of the City shall be considered as a new employee, unless another standard is established by the personnel rules, in which case that standard shall apply.
- E. Types of Appointment
For all types of appointments, refer to the personnel rules, except for Acting Appointments.
1. Acting Appointments
Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily appointed to a higher-class position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied. Such pay shall begin on the first work day of the appointment.
 2. Work Out of Class
Work out of class occurs when an employee is designated to work in a higher classification and actually performs or is responsible for

performing the majority of duties of the higher classification. If an employee works out of class for four or more consecutive hours, the employee will receive work out of class pay for all hours worked out of class. The employee shall receive either 5.0% above the employee's usual rate of pay, or pay at the next highest pay step in the out of class job classification, whichever is greater.

3. Acting Supervisors Pay for Public Works

If an employee is designated by the Department Head or the Department Head's designee to perform the duties of Park's Maintenance Supervisor or Facilities and Street Maintenance Supervisor for a period of three consecutive days, with Fridays and Mondays being consecutive days, then that employee shall receive a 10% increase to his or her salary for all such hours worked.

4. Equipment Operators Pay

~~If an employee is designated by the Department Head or the Department Head's designee to perform the duties of an Equipment Operator for a period of at least four consecutive hours or longer, then that employee shall receive a 5% increase to salary for all such hours worked.~~

If an employee is designated by the Department Head or the Department Head's designee to perform the duties of an Equipment Operator on the following equipment;

- **Five-yard and above size truck and trailer (license required).**
- **Sweeper**
- **Bull Dozer**
- **Large Front Loader**

then that employee shall receive a 5% increase to salary for all such hours worked.

F. Public Works Employees, Shift Changes Shift Differential

1. Shift Changes: In order to provide necessary services, the hours of Public Works employees may be adjusted from time to time. However, when a change in a schedule occurs within the given two-week pay period, all non-overtime hours worked outside of the pre-adjustment work schedule shall be additionally compensated at a rate equal to 5% of base wage rate.

2. Shift Differential: Employees who are required to report to work two or more hours before the employee's regular time to begin work, shall receive a 5% increase to salary for all such hours worked prior to regular work hours.

Employees who are required to report to work ~~two~~ four or more hours before the employee's regular time to begin work, shall receive a ~~5%~~ **7%** increase to salary for all such hours worked prior to regular work hours.

G. Emergency Call Back Compensation

1. "Call back" refers to a situation where an employee has completed his/her regular work day without knowing that he/she would be called back (by his/her superior or as a result of emergency circumstances) to work during hours of the day not occurring during the employee's regular workday. An employee who is required to come to work not more than one hour early, but is not thereafter released from work before the start of the regular workday is not on "call back".
2. Employees called back to work shall be treated as having worked at least ~~two~~ **three hours**, even if actual time is less.
3. Public Works: The rate of pay for Public Works department employees covered by this agreement (~~except the department head and the Maintenance Superintendent~~) call back hours is as follows
 - i. Two and a half times the employee's hourly base rate for hours served between the hours of 10pm and 6 am; or
 - ii. Two times hourly base rate for hours served during other times of the day.
4. For all employees not covered by subsection, (~~e~~) (~~except those in the management bargaining unit~~) call back hours will be paid the same as overtime.
5. Time spent traveling to and from the place of call back work is not counted in applying the provisions of this section, or XXIX. E.
6. Units of time that are both call back and overtime will receive the most favorable of the two treatments, but no single unit of time will be treated as both call back and overtime.

H. Parking Enforcement Officers: Parking enforcement officers shall receive a minimum of 4 hours pay for court appearances that are not scheduled as part of their regular workday.

I. License and Certificate Reimbursement: The City will reimburse employees for the cost of specialized licenses and certificates required to perform their job.

J. **Signing Bonus: Contingent upon a tentative agreement by June 28, 2018. All full-time employees at the time of ratification in the ACE bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council. Employees in the group working less than full-time shall receive a prorated signing bonus (Employees working 30 hours per week shall receive a one-time \$1125 signing bonus, employees working 20 hours per week shall receive a one-time \$750 signing bonus).**

III. OVERTIME

All employees within the Union are hourly employees and can accrue overtime subject to the laws, rules, regulations and any other MOU provisions of the City, state and federal government. The normal regular work week commences on Sunday and consists of forty (40) hours except that the regular work week of public works department personnel engaged in maintenance activities shall be as approved by the City Manager. Except for employees exempt under the FLSA, overtime will be compensated at the rate of one and one-half times the base rate of pay for all hours worked over 40 hours per week in a workweek. Such additional compensation shall, at the employee's election, be either in cash or compensatory time off, in accordance with Labor Code section 204.3. The Department Head must approve overtime.

“Hours worked” shall not include sick leave, ~~nor shall such a definition include~~ vacation, or compensated leave time off not scheduled in advance by at least ten working days. “Hours Worked” shall also not include workers compensation time off unless immediate treatment is required on the date of injury for the injury incurred, in which case overtime is allowed providing the overtime accrued is an extension of the workday and the hours worked for the week exceed 40 hours.

IV. MERIT PAY AND EFFECTIVE DATE OF INCREASES

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustments falls for all odd numbered calendar years; and, at the beginning of the following pay period for the even number calendar years.

When an employee has not been approved for advancement to the next higher wage step, the employee shall be reconsidered for such advancement after the completion of either three months of additional service, or after a period of three to six months of additional service if the supervisor concludes that three months will be insufficient time to evaluate whether the performance deficiencies that led to the denial of the step increase have been adequately addressed. At the time a step increase is denied, the supervisor shall identify in writing the timing of reconsideration of the step increase. An employee whose step increase is denied shall also be advised in writing (typically in a performance evaluation) of the reason(s) why the step increase was denied. Grants and denials of step increases shall be on a merit basis only.

Regardless of whether subsequent reconsideration of a denial of a step increase does or does not result in a step increase, the employee's annual review date shall be as originally designated.

V. VACATION

A. Accrual

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

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

B. Accumulation

1. An employee may not accumulate more than, but instead each year must cash out pursuant to Section V.E. below, all accumulated vacation in excess of 360 hours; except that
2. An employee who had accumulated more than 360 hours as of January 1, 2011 may maintain that level: provided, however, that if accumulated vacation falls below 360 hours, the provisions of Section V.B.1, above, shall thereafter apply.

C. Scheduling

Vacations shall be scheduled upon the request of the employee and the approval of the Department. The Department shall consider both the desire of the employee and the needs of the Department in deciding whether to approve or deny a vacation request.

Vacation sign-ups shall be on a first come first serve basis. If more employees request vacation for a given time than can be accommodated by the Department, the more senior employee shall be given the time off. Nothing herein shall require the cancellation of an already approved vacation for a less senior employee upon the request of a more senior employee. "Seniority" as used in this section shall mean length of continuous employment in a paid status in a regular position.

D. Vacation Cash Out On Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash payout.

E. Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours or who is subject to a higher accumulation level under Section V(B)(2), as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 or that applicable higher accumulation level except that such payment shall not exceed the employee's annual vacation accrual amount. These cash out payments will be included with the paycheck for the first full pay period in May.

F. Optional Vacation Cash Out

In any calendar year, an employee may cash out up to 40 hours of accumulated vacation.

VI. SICK LEAVE

- A. Sick Leave Accrual
Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year. Parking Enforcement Officers working a 4/10 shift shall accrue 120 hours per calendar year.
- B. Sick Leave-Family Care
Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.
- C. An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed physician or medical doctor that the illness would have resulted in the employee not being able to come to work, shall have the period of illness charged against sick leave and not vacation leave.
- D. Sick Leave Cash Out
Sick Leave may not be cashed out.

VII. HOLIDAYS

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

New Year's Day	1/01/
Martin Luther King Day	*
Lincoln's Birthday	*
Washington's Birthday	*
Memorial Day	*
Independence Day	7/4/
Labor Day	*
Columbus Day	10/11/
Veterans' Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

Holiday time will be for the regularly scheduled shift time. For example, if the regularly scheduled shift is 8.5 hours, employee will receive 8.5 hours of holiday time. If the regularly scheduled shift is 6 hours, employee will receive 6 hours of holiday time.

In addition, **offices located at the Community Center or at** City Hall will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick

leave in order not to lose compensation. **All other City offices and programs shall remain open during this period.**

B. Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays are not ~~cumulative~~. **shall be used by the employee no later than December 31st of each year and non-cumulative.**

C. Holiday Hours Bank

Police Clerks, Parking Enforcement Officers, Administrative Records Analyst and the Police Department Administrative Assistant shall receive a bank of holiday hours, based upon eight (8) hours for each holiday, to be taken in the same manner as Police Officers.

D. Public Works Holidays

1. ~~The following holidays will be considered work days for the Public Works Department.~~

- ~~• Memorial Day~~
- ~~• Independence Day~~
- ~~• Labor Day~~

~~Public works employees will report to work on those days at their normal shift time, unless time off has been previously approved. Requests for time off on these three days will not be approved until required staffing has been met. Public Works employees working on these holidays will be able to “bank” their holiday time for the day and use it as approved leave at a future date but no later than December 31st of each year. Public Works employees that receive approval for time off must use the holiday time on the date.~~

Public Works employees may be required to work holidays. Employees who work on any holidays will use holiday time on the holiday and it will count as hours work. Actual hours worked will be in addition and will considered overtime if hours meet the weekly overtime threshold. The City reserves the right to change Public Works Employees hours in order to cover Holidays in accordance with Section II F. 1 of this MOU.

VIII. BEREAVEMENT LEAVE

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

law, mother-in-law, father-in-law and grandparents, and any individual to whom an employee is serving in Loco Parentis.

IX. JURY DUTY

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

X. LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

XI. ACCRUALS AFTER DATE OF SEPARATION

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

XII. BENEFITS FOR PART-TIME EMPLOYEES

Sick leave benefits are described in Section VI above.

XIII. FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

A. The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through CalPERS, from the monthly contribution set forth herein, ~~\$112 effective January 1, 2012 and \$115 effective January 1, 2018~~ a \$133.00 per month contribution 2013 will be paid to CalPERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by CalPERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City's maximum contribution below is inclusive of the required PEMCHA minimum. ~~For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee.~~ Effective the first full pay period in July 2012 the contribution, for full-time regular employees shall be:

Employee Only:	—————	\$675 per month
Employee + 1	—————	\$849 per month
Employee + 2 or more	—————	\$1049 per month

~~Effective the first full pay period in July, 2013, the full time regular employees shall be as follows:~~

Employee Only:	—————	\$700 per month
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Employee + 1 ————— \$899 per month
 Employee + 2 or more — \$1099 per month

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

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

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

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

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

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

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

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

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period in July 2018 the monthly maximum contribution (inclusive of PEMCHA minimum)</u>	<u>\$800.00</u>	<u>\$1150.00</u>	<u>\$1400.00</u>
<u>First full pay period in July 2019</u>	<u>\$824.00</u>	<u>\$1250.00</u>	<u>\$1500.00</u>

- B. Employees who can verify to the City’s satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date ~~will be eligible for a cash payment of \$250.00 per month.~~ will be eligible for a cash payment based on the following schedule. **Current employee is defined as an employee hired prior to the ratification of MOU amendment. Current employees who choose health coverage, will no longer be eligible for current employee cash payment amount.**

<u>Effective Dates</u>	<u>Current Employee</u>	<u>New Employee</u>
<u>First full pay period in July 2018</u>	<u>\$773.00</u>	<u>\$250.00</u>

; or who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental & vision) coverage or take this amount in cash for the “Employee only” contribution amount. (If a cash payment is taken, it is not included in the employee’s compensation for the CalPERS retirement plan.)

- C. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. The City will enable interested employees to participate in union sponsored medical plans. ~~The City reserves the right to change providers at any time. If the City determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for County employees for any subsequent plan year, the City reserves the right to exit CalPERS and change providers.~~
- D. ~~The City will allow, and to a minor degree facilitate, the LIUNA Health Care Health Care plan availability to the represented membership. This benefit shall be at no cost to the City, with the exception of a minor amount of staff time, as may be determined by the City Manager, to administer the disbursements of premium payments.~~
- E. ~~The City reserves the option of adding additional programs to the cafeteria plan, as they may become available.~~

XIV. RETIREMENT BENEFITS

- A. CalPERS
 The City participates in the California Public Employees' Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. ~~The City's contribution toward the combined employer and employee cost of PERS retirement is capped at no more than 16.488% of reportable salary. If the actual PERS contribution rate exceeds 16.488% of reportable salary for any fiscal year, the employee will pay the difference on a pre-tax basis. Contributions will be reported in accordance with the current CalPERS contract, i.e.: the employee portion (8%) plus any amount above the cap is reported to CalPERS as paid by the employee.~~

In 2007, the City implemented a cost-sharing benefit that consists of the City paying 8% of the normal member's contributions as Employer Paid Member Contributions (EPMC), with additional cost sharing contributions not to exceed a total of 16.259% through June 30, 2019. The City agrees to report the value of the Employer Paid Member Contributions as salary for retirement benefit plan purposes.

Beginning July 1, 2018, all classic employees shall contribute 13.392% of their reportable salary to CalPERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

~~For all eligible employees hired on or after July 1, 2012 the City's PERS contribution rate shall be capped at no more than 11.488% of reportable salary. Once an employee hired on or after July 1, 2012 accrues five (5) years of total service, s/he shall be entitled to the same terms that apply to all other current employees. EPMC and the Value of EPMC will be the same for employees hired after July 1, 2012 as employees hired prior to that date.~~

~~All employees hired prior to July 1, 2012 the City's contribution cap shall remain as stated above at 16.488%.~~

Public Employees' Pension Reform Act (PEPRA) ~~for Miscellaneous Employees hired by the City on or after January 1, 2013 and do not qualify as Classic members as determined by CalPERS:~~ For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS, CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

B. LIUNA National Industry Pension

General Government Employees: The City will contribute \$0.25 per hour (not including overtime or compensatory time) each pay period to the LIUNA pension fund on behalf of each of the following classifications (which were formerly a separate unit with a separate MOU represented by LIUNA): Mechanic, Parking Enforcement Officer, Equipment Operator, Maintenance Worker I, II & III and Recreation Facility Custodian. The compensation schedules attached hereto will be reduced \$.25 per hour. The City's sole obligation shall be to forward designated amounts to the fund. The Union shall indemnify and hold harmless the City against any and all claims made as a result of the City's actions pursuant to this section.

Association of Capitola Employees: The City will allow the pretax contributions to LIUNA National Industry Pension for the following classifications formerly comprising the separate ACE Unit in the same manner as the General Government Employees when, and if past service credit benefit again becomes available: ~~Account Technician, Accounts Receivable/Payable Clerk, Accountant I, & II, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Building Inspector I, Building Inspector II, Class Coordinator, Development Services Technician, Data Entry Clerk, Information Systems Specialist, Museum Curator, Assistant Planner, Receptionist, Records Clerk, Records Coordinator, Records Management Clerk, Recreation Assistant and Recreation Receptionist, Sports Coordinator.~~

Account Technician, Accountant I, Accountant II, Accounts Clerk, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Assistant Planner, Building Inspector I, Building Inspector II, Data Entry Clerk, Development Services Technician, Equipment Operator, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Mechanic, Museum Curator, Parking Enforcement Officer, Receptionist, Records Coordinator, Records Management Clerk, Records Technician, Recreation Assistant, Recreation Coordinator, Recreation Facility Custodian, Recreation Receptionist

XV. PHYSICAL EXAMINATIONS

The City, for any employee receiving flex credit contributions, will provide a bi-annual physical examination for employee. Public Works employees may have the physical on an annual basis. The City will pay the amount not covered by the health care program.

XVI. LIFE INSURANCE

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

XVII. MILEAGE REIMBURSEMENT

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

XVIII. UNIFORMS

City will purchase uniforms for newly hired police department employees and will repair or replace uniforms on an as needed basis. In addition City will cover the cost of reasonable cleaning of police department authorized uniforms. Employees will be responsible for delivering uniforms to, and retrieving uniforms from, the employer designated cleaning establishment.

XIX. SHOES, APPAREL AND EQUIPMENT REIMBURSEMENTS

- A. Parking Code Enforcement Officers: The City will also cover the cost of needed uniform item replacements, including shoes and will provide needed wheelchair repair and maintenance. Necessity will be reasonably determined by employer. Wheelchairs provided by the City shall remain property of the City.
- B. Safety Shoes and Apparel: Equipment Operator, Mechanic, Maintenance Worker and Recreation Facility Custodian will each calendar year receive: one pair of approved safety shoes, up to five city-logoed shirts, and up to five pairs of denims. The Public Works Director shall determine replacement frequency and kind.

XX. INCENTIVE PROGRAMS

- A. Longevity Pay Incentive
Upon completing continuous years of service with the City, an employee's base pay shall be increased as follows:
 - 1. 15 years' continuous service – 5.0%
 - 2. 20 years' continuous service - an additional 5.0%, which shall be compounded with the 15-year recognition.
- B. Education Reimbursement Program
~~For employees who received advance approval from the City Manager prior to October 12, 2006, the City will reimburse employees for tuition and textbooks upon the completion of courses approved in advance by the City Manager in accordance with the following schedule:~~

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

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

~~The grandfathered employees are listed in Attachment 2 to this MOU.~~

~~For all other employees, the City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$500 **\$1000.00** per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.~~

C. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

1. Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and
2. The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

XXI. PERSONNEL EVALUATIONS

For probationary employees, a performance evaluation is required, at a minimum, every three months.

For permanent employees, a performance evaluation is required annually. The completed evaluation should be submitted ten working days before the annual due date. Nothing in this provision shall prevent departments from issuing performance evaluations more frequently than the required time period.

Merit pay increases will go into effect on a timely basis, unless the performance evaluation of less than “meets standards” has been completed at least two weeks prior to the anniversary date.

If an employee does not agree with an evaluation, the employee may prepare a written response to the evaluation which shall be kept in the employee’s personnel file with the contested evaluation. The employee also may request a meeting with the City Manager to discuss the evaluation.

XXII. LUNCH AND REST PERIODS

Full-time employees shall be entitled to an unpaid lunch period of thirty (30) minutes at or about the mid-point of their workday. If an emergency occurs such that there is a need for

the employee to work during the employee's lunch period, the employee will be compensated for the lunch period.

Employees shall be allowed a 15 minute rest period during each four hours of work. An exception to this general rule is that the rest periods may be combined and scheduled as mutually agreed to by an employee and supervisor. In addition, the City reserves the right in emergency situations to require employees to work through rest periods.

Rest periods shall be considered compensable work time.

XXIII. EMERGENCY MEALS

The City shall arrange for meals for employees assigned to work four (4) or more hours contiguous to the employee's shift when the employee is not provided notice of the need to work the overtime at least 12 hours prior to either commencing the overtime work or shift.

XXIV. LIGHT DUTY ASSIGNMENT

An employee who has been cleared by a physician to return to work with specified medical restrictions, may return to work within those restrictions, at the City's discretion. The release must be in writing. Nothing in this section is intended to imply that an employee has a right to a light duty assignment. All such assignments are temporary assignments and are subject to the Department Head's periodic review of the employee's continued need for limited duty and the City's ability to continue the employee in the assignment. No change in base pay will result from this assignment.

XXV. PROBATIONARY PERIOD

Regular Appointment Following Probationary Period. All original and promotional appointments shall be tentative and subject to an initial probationary period of six (6) months actual service, as may be adjusted for approved leave, to be determined for each class by the Personnel Officer. The Department Head may recommend and the Personnel Officer may approve an extension of the initial probationary period up to six (6) additional months. The Probationary employee shall be informed three (3) weeks prior to the expiration of any probationary period, that the probationary period will be extended, and reasons shall be given for the extension.

The Department Head shall file with the Personnel Officer a Personnel Action Form that either (1) the service of the probationary employees has been satisfactory and that retention in the competitive service of such employee is denied; (2) the probationary period should be extended; or (3) the service of the employee has been unsatisfactory and his/her employment should be terminated. If at anytime during the probationary period the department head notifies the Personnel Officer that performance is less than satisfactory, the Personnel Officer will communicate that less than satisfactory performance to the appointing authority who may give or cause to be given to the employee a notice of immediate termination.

Objective of Probationary Period: The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's actual performance and for securing the most effective adjustment of a new employee to his/her position.

Rejection of Probationer: During the probationary period, an employee may be rejected at any time by the appointing authority and without the right of appeal. Written notification of rejection by the appointing authority shall be served on the probationer.

Rejection Following Promotion: The rules and rights afforded employees rejected during or at the conclusion of the probationary period following a promotional assignment shall be as set forth in the City's Personnel Rules.

XXVI. GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A grievance is defined as an allegation presented in writing by an employee or group of employees that the City has failed to provide a condition of employment, which is established by law, Memorandum of Understanding, by written City or departmental rules, provided that the enjoyment of both such right is not made subject to the discretion of the Department Head or the City by the terms of law, Memorandum of Understanding, or by written City or departmental rules and, provided further, that the conditions of employment which are the subject matter within the scope of representation as defined in California Government Code Section 3504. Notwithstanding the above, excluded from this grievance procedure are employee evaluations, and any other matter that is assigned its own appeal procedure such as discipline and an alleged violation of the harassment policy.
- B. Right to Representation: An employee having a grievance shall have the right to consult with and be assisted by a representative of his/her own choice throughout the grievance process. In those cases in which an employee elects to represent him/herself or arranges for other representation, the Union shall have the right to participate in the grievance procedure to the extent necessary to protect the interest of its members in negotiated conditions of employment.
- C. Limitations on Money Damages: In no event shall any grievance include a claim for money relief for more than the twenty-one day period plus such reasonable discovery period, unless otherwise provided by law.
- D. Procedure: Failure of the employee to timely file a grievance and/or comply with the time limits at any step of this grievance procedure shall constitute an abandonment of the grievance. Failure of the employer to respond within the time limits at any step of this grievance procedure shall result in an automatic advancement of the grievance to the next step. The parties may mutually agree to extend the time permitted under any of the steps

Step 1

A grievance must be presented to the grievant's supervisor within twenty-one (21) calendar days from the day upon which the City allegedly failed to provide a condition of employment, or within twenty-one (21) calendar days from the time in which an employee might reasonably have been expected to have learned of such alleged failure to provide. The written grievance shall include the following:

- a) Date of submission;
- b) Signature of employee or employees;

- c) The MOU provision, Personnel Rule, Administrative Policy or other rule or policy allegedly violated;
- d) A description of the relevant facts, including specifically how, when and by whom the grieved condition of employment was violated;
- e) The requested resolution or remedy; and
- f) The name of any representative chosen by the grievant.

The supervisor shall provide the grievant with a written response within seven (7) actual working days.

Step 2

If the grievance is not resolved at Step 1, the employee shall have seven (7) actual working days after receipt of the supervisor's Step 1 response to file an appeal with the Department Head. The Department Head may, but is not required to, meet with the grievant to discuss the grievance. The Department Head shall have seven (7) actual working days from either receipt of the appeal, or the meeting with the grievant, whichever is later, to provide the grievant with a written response.

Step 3

If the grievance is not resolved at Step 2, the employee shall have seven (7) actual working days after receipt of the Department Head's Step 2 response to file an appeal with the City Manager. The City Manager shall meet with the grievant and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within seven (7) actual working days after receipt of the grievant's appeal. The City Manager shall have seven (7) actual working days from the date of the meeting with the grievant to provide the grievant with a written decision.

The Union may, in its own name, file a grievance with the City Manager alleging that the City has failed to provide it some organizational right which is established by law, provided that such right is not made subject to the discretion of the City. Such Union grievance shall be filed with the City Manager and heard and determined pursuant to the provisions of this step of the grievance procedure. The City Manager shall meet with the Union and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within (7) actual working days after receipt of the Union's grievance. The City Manager shall have seven (7) actual working days from the date of the meeting with the Union to provide the Union with a written decision.

Step 4

An employee dissatisfied with the City Manager's decision on the employee's Step 3 grievance may appeal the grievance to the City Council within (7) seven actual working days of receipt of the City Manager's decision. The City Council will schedule a hearing within a reasonable time period after receipt of the appeal. The decision of the City Council following the hearing shall be final.

XXVII. LAYOFFS

Layoffs shall be governed by Personnel Rule 12. The City will make its best efforts to provide an additional 30 days of EAP benefits to employees who are laid off to assist them in their transition. If continued EAP benefits are not available, the City will meet with the

Union to discuss the possibility of the City providing laid off workers with guidance on resume writing, conducting a job search, job interviewing, coping with stress and/or unemployment insurance benefits.

XXVIII. SAFETY

The City and employees shall comply with all Federal, State and local health and safety laws and regulations and the City's "Loss Control, Injury and Illness Prevention Safety Program." At least two employees within this bargaining unit shall be permitted to serve on the City-wide safety committee called for in the City's "Loss Control, Injury and Illness Prevention Safety Program."

XXIX. MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

A. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

B. Use of Employer Facilities

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

C. Bargaining Time

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

~~D. Re-opener~~

~~This Agreement may be reopened upon written request to discuss only health care and/or CalPERS rates July 1, 2016 under either of the following conditions: 1) Total combined miscellaneous PERS rates exceed 30% or 2) the average of the available city sponsored health plans for an Employee plus 2 increases by 25% over the current 2014 rates. — Nothing in this agreement obligates the City to commit to any increases. The parties agree that all other terms and conditions of the agreement are not subject to the reopener clause.~~

D. Required Meetings

Administrative staff members covered under this MOU who are required to attend meetings outside their regular work schedules will be paid at the overtime rate (1.5) for two hours, or for the hours actually worked, whichever is greater.

E. Disciplinary Appeal

Employees of this unit shall have available to them the predisciplinary Skelly meeting for any discipline that results in a suspension of one day without pay or more. In addition, all disciplinary matters of three days suspension without pay or greater shall be subject to Personnel Rule 11, section 7.a. for post discipline appeals.

F. Personnel Rules

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

G. Fair Labor Standards Act

All positions included in this Memorandum of Understanding are covered by appropriate sections of the Fair Labor Standards Act of 1935, as amended.

I. ~~Me Too Clause: If during the effective time period of this agreement, the Police Officers Association receives a salary COLA or health care Flex Plan increase in an amount greater than the terms included in this agreement, the members of ACE shall receive the same COLA and/or Flex Plan increase at the same time.~~

H. **Compensation Study: The parties agree to begin meeting once per month, beginning in January 2019 to attempt reach agreement on the comparable agencies, bench mark classes and survey elements of a total compensation study in preparation for successor contract negotiations of this MOU. The Union and the City agree to meet at least 5 times. Should agreement be made, the City agrees to prepare the data and present to the Union at least 180 calendar days prior to the expiration of the MOU. Implementation of any results is subject to the bargaining process for successor MOU. The data shall be reverified and updated to ensure that it is current and relevant for the purposes of the study.**

CITY OF CAPITOLA

ASSOCIATION OF CAPITOLA EMPLOYEES

Jamie Goldstein
City Manager

Ryan Heron, UPEC, Local 792
Labor Representative

Larry Laurent
Assistant to the City Manager

Jesse Franchi

Denice Pearson

Matt Orbach

Chris Macias

- Attachments:
1. Salary Schedule

Attachment 1: Salary Schedule

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 CONFIDENTIAL EMPLOYEES’ AND CITY OF CAPITOLA
 PERIOD 7/01/2018 – 6/30/2020
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**CONFIDENTIAL EMPLOYEES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as "City") and the Confidential employees, who are: City Clerk, Assistant to the City Manager, Information Systems Specialist and Executive Assistant to the City Manager. This MOU covers the period beginning ~~07/01/2012—06/30/2018.~~ **07/01/2018 – 06/30/2020.**

~~In exchange for the City moving the previously agreed upon COLA up to the first full pay period of January 2014, from July 2014, the Union has agreed to extend the existing terms and conditions of the agreement an additional three years with the same salary and health care increases as the Police Officers Association's Memorandum of Understanding which expires on June 30, 2018.~~

SECTION I. Wage Schedules/Hourly Rates/Employment Status

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

~~The City will compile and average the San Francisco—Oakland—San Jose Consumer Price Index (all urban consumers) reported CPI for January 2013 through October* 2013 See a below. If the resulting figure for averaged CPI is greater than 0%, that figure shall be used as the percentage for salary increase for members of the unit, effective the first full pay period in January 2014 through the pay period ending July 5th 2014.~~

~~a. Effective the first full pay period of July 2014, the salary range for each classification in this Unit shall be readjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January–December changes for calendar year 2013.~~

~~b. Effective the first full pay period in July 2015, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January–December changes for calendar year 2014 up to a maximum of 3.5%.~~

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

~~d. Effective the first full pay period in July 2017, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San~~

~~Francisco Oakland San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January-December changes for calendar year 2016 up to a maximum of 3.5%.~~

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

A. Effective the first pay period after association ratification and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification shall be readjusted by 2.25%.

B. Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

1. Service

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

2. Types of Appointment: For all types of appointments refer to the personnel rules except for Acting Appointments.

Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily assigned to, and performs all duties of a position other than the position he/she normally occupies or when an employee is assigned an acting appointment pending evaluation of the employee's ability to perform the duties of the position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied.

3. Overtime

Confidential employees are exempt under FLSA, and therefore not entitled to overtime compensation.

4. Effective Date of Pay Increase

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

All other pay rate changes, except those given a specific calendar date herein, shall become effective at the beginning of a two week pay period as approved by the City Manager.

5. Signing Bonus

Contingent upon a tentative agreement by June 28, 2018 which is ratified by the membership. All full-time employees at the time of ratification in the Confidential bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council. Employees in the group working less than full-time shall receive a prorated signing bonus (Employees working 30 hours per week shall receive a one-time \$1125 signing bonus, employees working 20 hours per week shall receive a one-time \$750 signing bonus).

6. Total Compensation Study

The parties agree to meet up to five meetings within the period of 270 -180 calendar days prior to the expiration of the contract to reach agreement on the comparable agencies, benchmark classes and survey elements of a total compensation study in preparation for successor contract negotiation post June 30, 2020. If the parties are unable to reach agreement on the comparable agencies, benchmark classes and survey elements of a total compensation by 180 calendar days of the expiration of the contract, the parties are free to conduct their own respective total compensation study. Implementation of any results is subject to the bargaining process for successor contract negotiations post June 30, 2020.

SECTION II: LEAVE PROVISIONS

1. Vacation

a. Vacation Accrual

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

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

b. Accumulation

An employee may not accumulate more than, but instead each year must cash out pursuant to Section d, below, all accumulated vacation in excess of 360 hours;

c. Vacation Cash Out On Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash pay out.

d. Vacation- Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 such payment shall not exceed the employee's annual vacation accrual amount. These cash out payments will be included with the paycheck for the first full pay period in May.

e. Optional Vacation Cash Out

In any calendar year an employee may cash out up to 80 hours of accumulated vacation.

2. Sick Leave

a. Sick Leave Accrual

Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year.

b. Sick Leave-Family Care

Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.

c. Sick Leave Cash Out;

Sick Leave may not be cashed out.

3. Administrative Leave Accrual

As exempt employees, the Confidential Employees are entitled to ten days per year of administrative time off. Administrative Leave is non-cumulative. It may not be converted to cash. One year's worth of Administrative Leave becomes available on the first day of the calendar year. The exception is persons hired mid-year, in which case administrative leave is prorated for the applicable period.

4. Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays are not cumulative.

5. Bereavement Leave

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

6. FMLA and CFRA

The City shall follow the provisions provided for family leave as specified in the federal Family & Medical Leave Act of 1993 (FMLA), and the California Family Rights Act (CFRA) as they apply to public employers.

7. Holiday Schedule

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

New Year's Day	1/01/
Martin Luther King Day	*
Lincoln's Birthday	*
Washington's Birthday	*
Memorial Day	*
Independence Day	7/4/
Labor Day	*
Columbus Day	*
Veterans' Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

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

8. Jury Duty

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

9. Leave of Absence Without Pay

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

10. Accruals after Date of Separation

An employee's separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. "Yearly

allotment” means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or payment of the insurance premiums described in Section III.5 below.

SECTION III: BENEFITS

(Regarding benefits available to part-time employees’, see Section 2, above.)

1. Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, ~~\$112 effective January 1, 2012 and \$115 effective January 1, 2018~~ a \$133.00 per month contribution 2013 will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA minimum. ~~For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee.~~ ~~Effective the first full pay period in July 2012 the contribution, for full-time regular employees shall be:~~

Employee Only:	\$675 per month
Employee + 1	\$849 per month
Employee + 2 or more	\$1049 per month

~~Effective the first full pay period in July 2013 the contribution for full-time regular employees shall be as follows:~~

Employee Only:	\$700 per month
Employee + 1	\$899 per month
Employee + 2 or more	\$1099 per month

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

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

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

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

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

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

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

Employee Only	\$773
Employee +1	\$992

Employee+2 or more — \$1,213

Proposed increases below is contingent upon agreement to changes to the City's OPT language in Paragraph A below and modification to paragraph B below.

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period in July 2018 the monthly maximum contribution (inclusive of PEMCHA minimum)</u>	<u>\$800.00</u>	<u>\$1,300</u>	<u>\$1,700</u>
<u>First full pay period in July 2019</u>	<u>\$824.00</u>	<u>\$1,339</u>	<u>\$1,751</u>

A. Opt Out

Employees who can verify to the City's satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** ~~; or who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental & vision) coverage or take this amount in cash for the "Employee only" contribution amount. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan.)~~

B. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. The City will enable interested employees to participate in union sponsored medical plans.

2. Retirement Benefits CalPERS

The City participates in the California Public Employees' Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. ~~The City's contribution toward the combined employer and employee cost of PERS retirement is capped at no more than 16.488% of reportable salary. If the actual PERS contribution rate exceeds 16.488% of reportable salary for any fiscal year, the employee will pay the difference on a pre-tax basis. Contributions will be reported in accordance with the current CalPERS contract, i.e. the employee portion (8%) plus any amount above the cap is reported to PERS as paid by the employee.~~

Beginning July 1, 2018, all classic employees in this bargaining unit shall contribute 13.392% of their reportable salary to CalPERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

In 2007, the City implemented a cost-sharing benefit that consists of the City paying 8% of the normal members contributions as Employer Paid Member Contributions (EPMC), with

additional cost sharing contributions not to exceed a total of 16.259% through June 30, 2019. The City agrees to report the value of the Employer Paid Member Contributions as salary for retirement benefit plan purposes.

~~For all eligible employees hired on or after July 1, 2012 the City's PERS contribution rate shall be capped at no more than 11.488% of reportable salary. Once an employee hired on or after July 1, 2012 accrues five (5) years of total service, s/he shall be entitled to the same terms that apply to all other current employees. EPMC and the Value of EPMC will be the same for employees hired after July 1, 2012 as employees hired prior to that date.~~

~~All employees hired prior to July 1, 2012 the City's contribution cap shall remain as stated above at 16.488%.~~

California Public Employees' Pension Reform Act (PEPRA) For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS, CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

3. Physical Examinations

The City, for any employee receiving flex credit contributions, will provide a biannual physical examination for employee. The City will pay the amount not covered by the health care program.

4. Insurance.

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

5. Mileage Reimbursement

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

SECTION IV: INCENTIVE PROGRAMS

1. Longevity Pay Incentive

Upon completing continuous years of service with the City, an employee's base pay shall be increased as follows:

- a. 15 years' continuous service - 5%
- b. 20 years' continuous service - an additional 5%, which shall be compounded with the 15 year recognition.

2. Education Reimbursement Program

The City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$500 per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.

3. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

- a. Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and
- b. The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

SECTION V: MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

1. Fair Labor Standards Act

All positions included in this Compensation Plan are covered by appropriate sections of the Fair Labor Standards Act of 1935, and are specifically subject to Rule No. 54.118 (salaried executive employees are not paid at a higher rate for what might otherwise be labeled "overtime", correspondingly, their salary is not reduced "for any week in which (s)he performs any work without regard to the number of days or hours worked." Accordingly, bi-weekly time sheets will not result in adjustments to the compensation for the period, but merely for yearly evaluation of whether the position is, after factoring in administrative leave, over or under staffed. However, time off for sick leave purposes shall be reported and reflected in the accumulated sick leave calculations.

2. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

3. Use of Employer Facilities.

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees.

Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

4. Bargaining Time.

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

5. Me Too Clause:

~~———— If during the effective time period of this agreement, if any other bargaining units receives a salary COLA or health care Flex Plan increase in an amount greater than the terms included in this agreement, the members of Confidential shall receive the same COLA and/or Flex Plan increase at the same time.~~

6. Re-Opener:

~~———— This Agreement may be reopened upon written request to discuss only health care and/or CalPERS rates July 1, 2016 under either of the following conditions: 1) Total combined miscellaneous PERS rates exceed 30% or 2) the average of the available city sponsored health plans for an Employee plus 2 increases by 25% over the current 2014 rates. — Nothing in this agreement obligates the City to commit to any increases. The parties agree that all other terms and conditions of the agreement are not subject to the reopener clause.~~

7. Severability:

If any of the provision herein contained be rendered or declared invalid by reason of any State or Federal legislation, or by ruling of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

CITY OF CAPITOLA

CONFIDENTIAL EMPLOYEES

Jamie Goldstein
City Manager

Liz Nichols

Linda Fridy

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MID-MANAGEMENT EMPLOYEES AND CITY OF CAPITOLA
PERIOD**

**7/01/2018 to 6/30/2020
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**MIDDLE MANAGEMENT EMPLOYEES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as “City”) and the Mid-Management employees. Classifications covered by this MOU are: Associate Planner, Public Works Project Manager, Senior Planner, Maintenance Superintendent, Field Supervisor, Recreation Supervisor, Building Official, Environmental Projects Manager, and Senior Accountant. This MOU shall be in effect for the period beginning on July 1, 2018 and ending on June 30, 2020 and shall be effective upon ratification by the bargaining unit and approval by the Capitola City Council.

~~In exchange for the City moving the previously agreed upon COLA up to the first full pay period of January 2014, from July 2014, the Union has agreed to extend the existing terms and conditions of the agreement an additional three years with the same salary and health care increases as the Police Officers Association’s Memorandum of Understanding which expires on June 30, 2018.~~

SECTION I. WAGE SCHEDULES/HOURLY RATES/EMPLOYEE STATUS

The wage schedule attached to this Memorandum of Understanding sets forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters “A” to “E” have been used to designate the respective pay steps for each position. The rates contained in the wage schedule are base salary rates and do not include overtime or benefits.

~~The City will compile and average the San Francisco — Oakland — San Jose Consumer Price Index (all urban consumers) reported CPI for January 2013 through October 2013* See a below. If the resulting figure for averaged CPI is greater than 0%, that figure shall be used as the percentage for salary increase for members of the unit, effective first full pay period in July, 2014 through the pay period ending July 5th 2014.~~

~~—a. Effective the first full pay period of July 2014, the salary range for each classification in this Unit shall be readjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January — December changes for calendar year 2013.~~

~~—b. Effective the first full pay period in July 2015, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January — December changes for calendar year 2014 up to a maximum of 3.5%.~~

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

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

A. Effective the first pay period after association ratification and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification shall be readjusted by 2.25%.

B. Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

C. Merit Pay

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

When an employee has not been approved for advancement to the next higher wage step, the employee shall be reconsidered for such advancement after the completion of either three months of additional service, or after a period of three to six months of additional service if the supervisor concludes that three months will be insufficient time to evaluate whether the performance deficiencies that led to the denial of the step increase have been adequately addressed. At the time a step increase is denied, the supervisor shall identify in writing the timing of reconsideration of the step increase. An employee whose step increase is denied shall also be advised in writing (typically in a performance evaluation) of the reason(s) why the step increase was denied. Grants and denials of step increases shall be on a merit basis only.

Regardless of whether subsequent reconsideration of a denial of a step increase does or does not result in a step increase, the employee's annual review date shall be as originally designated.

1. Service

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

2. Types of Appointment: For all types of appointments refer to the personnel rules except for Acting Appointments and Equipment Operator

A. Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily assigned to, and

performs all duties of a position other than the position he/she normally occupies or when an employee is assigned an acting appointment pending evaluation of the employee's ability to perform the duties of the position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied.

B. If an employee is designated by the Department Head or the Department Head's designee to perform the duties of an Equipment Operator on the following equipment;

- **Ten-yard Truck and Trailer (license required)**
- **Sweeper**
- **Bull Dozer**
- **Front Loader**

that employee shall receive a 5% increase to salary for all such hours worked.

3. Overtime

All employees within the Mid-Management **unit except for the position of Building Official, Public Works Project Manager, Environmental Projects Manager, Senior Planner and Senior Accountant which are exempt from FLSA,** are hourly employees and can accrue overtime subject to the laws, rules, regulations and any other MOU provisions of the City, state and federal government.

The normal regular work week commences on Sunday and consist of forty (40) hours except that the regular work week of public works department personnel engaged in maintenance activities shall be as approved by the City Manager. Except for employees exempt under the FLSA, overtime will be compensated at the rate of one and one-half times the base rate of pay for all hours worked over 40 hours per week in a workweek. Such additional compensation shall, at the employee's election, be either in cash or compensatory time off, in accordance with Labor Code section 204.3.

With regard to this section "hours worked" shall not include sick leave. Nor shall such a definition include vacation or compensated leave time off not scheduled in advance by at least ten working days. "Hours Worked" shall also not include workers compensation time off unless immediate treatment is required on the date of injury for the injury incurred, in which case overtime is allowed providing the overtime accrued is an extension of the workday and the hours worked for the week exceed 40 hours.

The position of Building Official, Public Works Project Manager, Environmental Projects Manager, Senior Planner, and Senior Accountant are professional positions exempt under FLSA, and therefore not entitled to overtime compensation. An Employee filling exempt positions are entitled to ten days per year of administrative time off. Administrative leave is non-cumulative. It may not be converted to cash. One year's worth of Administrative Leave becomes available on the first day of the calendar year. The exception is persons hired mid-year, in which case administrative leave is prorated for the applicable period. (Reso. #3486)

4. Effective Date of Pay Increase

~~_____ A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.~~

~~_____ Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustments fall for all odd-numbered calendar years; and, at the beginning of the following pay period for the even-number calendar years~~

5. Signing Bonus

Contingent upon a tentative agreement by June 28, 2018 which is ratified by the membership. All full-time employees at the time of ratification in the Mid-Management bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council. Employees in the group working less than full-time shall receive a prorated signing bonus (Employees working 30 hours per week shall receive a one-time \$1125 signing bonus, employees working 20 hours per week shall receive a one-time \$750 signing bonus).

6. Total Compensation Study

The parties agree to meet up to five meetings within the period of 270 -180 calendar days prior to the expiration of the contract to reach agreement on the comparable agencies, bench mark classes and survey elements of a total compensation study in preparation for successor contract negotiation post June 30, 2020. If the parties are unable to reach agreement on the comparable agencies, benchmark classes and survey elements of a total compensation by 180 calendar days of the expiration of the contract, the parties are free to conduct their own respective total compensation study. Implementation of any results is subject to the bargaining process for successor contract negotiations post June 30, 2020.

SECTION II: LEAVE PROVISIONS

1. Vacation

a. Vacation Accrual

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

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

b. Accumulation

An employee may not accumulate more than, but instead each year must cash out pursuant to Section 12.d, below, all accumulated vacation in excess of 360 hours.

c. Vacation Cash Out On Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash pay out.

d. Vacation- Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 such payment shall not exceed the employee's annual vacation accrual amount. These cash out payments will be included with the paycheck for the first full pay period in May.

e. Optional Vacation Cash Out

In any calendar year an employee may cash out up to 80 hours of accumulated vacation.

2. Sick Leave

a. Sick Leave Accrual

Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year.

b. Sick Leave-Family Care

Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.

c. An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed physician or medical doctor that the illness would have resulted in the employee not being able to come to work, shall have the period of illness charged against sick leave and not vacation leave.

d. Sick Leave Cash Out

Employees may not cash out sick leave.

3. Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays are not cumulative shall be used by the employee no later than December 31st of each year and are not cumulative.

4. Bereavement Leave

Leave of absence with pay because of death in the immediate family of an employee shall be granted for a period not to exceed three days. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, or any other leave. For purposes of this

section, "immediate family" means mother, step-mother, father, step-father, husband, wife, domestic partner as defined by the State of California, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents, and any individual to whom an employee is serving in Loco Parentis.

5. A. Holiday Schedule

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

New Year's Day	1/01/
Martin Luther King Day	*
Lincoln's Birthday	*
Washington's Birthday	*
Memorial Day	*
Independence Day	7/4/
Labor Day	*
Columbus Day	10/11/
Veterans' Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

Holiday time will be for the regularly scheduled shift time. For example, if the regularly scheduled shift is 8.5 hours, employee will receive 8.5 hours of holiday time. If the regularly scheduled shift is 6 hours, employee will receive 6 hours of holiday time.

In addition, **offices located at the Community Center or at City Hall** will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick leave in order not to lose compensation. **All other City offices and programs shall remain open during this period.**

B. **Public Works employees may be required to work holidays. Employees who work on any holidays will use holiday time on the holiday and it will count as hours work. Actual hours will be in addition and will considered overtime if hours meet the weekly overtime threshold.**

6. Jury Duty

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

7. Leave of Absence Without Pay

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

8. Accruals after Date of Separation

An employee's separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. "Yearly allotment" means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or payment of the insurance premiums described in Section III.1 below.

SECTION III: BENEFITS

(Regarding benefits available to part-time employees, see Section I.2, above.)

1. Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, ~~\$112 effective January 1, 2012 and \$115 effective January 1, 2013~~ **2018 a \$133.00 per month contribution** will be paid to PERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. **The City's maximum contribution below is inclusive of the required PEMCHA minimum.** ~~For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee. Effective the first full pay period in July 2012 the contribution, for full-time regular employees shall be:~~

Employee Only:	\$675 per month
Employee + 1	\$849 per month
Employee + 2 or more	\$1049 per month

~~Effective the first full pay period in July 2013 the contribution for full-time regular employees shall be as follows:~~

Employee Only:	\$700 per month
Employee + 1	\$899 per month
Employee + 2 or more	\$1099 per month

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

Employee Only	\$718
Employee +1	\$921

_____ Employee+2 or more _____ \$1,126
 Effective July 1, 2015 the City will increase its contribution by 2.5% to:
 _____ Employee Only _____ \$735
 _____ Employee +1 _____ \$945
 _____ Employee+2 or more _____ \$1,155
 Effective July 1, 2016 the City will increase its contribution by 2.5% to:
 _____ Employee Only _____ \$754
 _____ Employee +1 _____ \$968
 _____ Employee+2 or more _____ \$1,184
 Effective July 1, 2017 the City will increase its contribution by 2.5% to:
 _____ Employee Only _____ \$773
 _____ Employee +1 _____ \$992
 _____ Employee+2 or more _____ \$1,213

Proposed increases below is contingent upon agreement to changes to the City’s OPT language in Paragraph A below and modification to paragraph B below.

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period in July 2018 the monthly maximum contribution (inclusive of _____ PEMCHA minimum)</u>	<u>\$800</u>	<u>\$1,300</u>	<u>\$1,700</u>
<u>First full pay period in July 2019</u>	<u>\$824</u>	<u>\$1,339</u>	<u>\$1,751</u>

A. Opt Out

Employees who can verify to the City’s satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** ~~; or who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental & vision) coverage or take this amount in cash for the “Employee only” contribution amount. (If a cash payment is taken, it is not included in the employee’s compensation for the CalPERS retirement plan.)~~

B. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. ~~The City will enable interested employees to participate in union sponsored medical plans. The City reserves the right to change providers at any time. If the City determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for County employees for any subsequent plan year, the City reserves the right to exit CalPERS and change providers. The City reserves the right to change providers in accordance with CalPERS noticing requirement. If the City determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for City employees for any subsequent plan year, the City reserves the right to exit CalPERS and change providers.~~

2. Retirement Benefits PERS

A. Classic Employees:

The City participates in the Public Employee Retirement System (PERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. ~~The City's contribution toward the combined employer and employee cost of PERS retirement is capped at no more than 16.488% of reportable salary. If the actual PERS contribution rate exceeds 16.488% of reportable salary for any fiscal year, the employee will pay the difference on a pre-tax basis.~~ Contributions will be reported in accordance with the current CalPERS contract, ie: the employee portion (8%) plus any amount above the cap is reported to PERS as paid by the employee.

In 2007, the City implemented a cost-sharing benefit that consists of the City paying 8% of the normal member's contributions as Employer Paid Member Contributions (EPMC), with additional cost sharing contributions not to exceed a total of 16.259% through June 30, 2019. The City agrees to report the value of the Employer Paid Member Contributions as salary for retirement benefit plan purposes.

~~For all eligible employees hired on or after July 1, 2012 the City's PERS contribution rate shall be capped at no more than 11.488% of reportable salary. Once an employee hired on or after July 1, 2012 accrues five (5) years of total service, s/he shall be entitled to the same terms that apply to all other current employees. EPMC and the Value of EPMC will be the same for employees hired after July 1, 2012 as employees hired prior to that date.~~

~~All employees hired prior to July 1, 2012 the City's contribution cap shall remain as stated above at 16.488%.~~

Beginning June 21, 2018, all classic employees shall contribute 13.392% of their reportable salary to PERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

B. PEPRRA Employees:

Public Employees' Pension Reform Act for Miscellaneous Employees hired by the City on or after January 1, 2013 and do not qualify as Classic members as determined by CalPERS: ~~For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS,~~ CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CALPERS.

3. Shoes, and Apparel Reimbursements:

Each calendar year the ~~Park Maintenance~~ Field Supervisor and ~~Street Maintenance Supervisor~~ shall receive: one pair of approved safety shoes, up to 5 city-logoed shirts, and up to 5 pairs of denims. Each calendar year the Maintenance Superintendent shall receive one pair of steel-toed boots, and a maximum of two pairs of pants. The Public Works Director shall determine replacement frequency and kind.

4. Physical Examinations

The City, for any employee receiving flex credit contributions, will provide an annual physical examination for employee. The City will pay the amount not covered by the health care program.

5. Insurance.

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

6. Mileage Reimbursement

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

SECTION IV: INCENTIVE PROGRAMS

1. Longevity Pay Incentive

Upon completing continuous years of service with the City, an employee's base pay shall be increased as follows:

- a. 15 years' continuous service - 5%
- b. 20 years' continuous service - an additional 5%, which shall be compounded with the 15-year recognition.

2. Education Reimbursement Program

The City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$500 per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.

3. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

- a) Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and
- b) The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

SECTION V: EMERGENCY MEALS

The City shall arrange for meals for employees assigned to work four (4) or more hours contiguous to the employee's shift when the employee is not provided notice of the need to work the overtime at least 12 hours prior to either commencing the overtime work or shift.

SECTION VI: GRIEVANCE PROCEDURE

A. Definition of a Grievance: A grievance is defined as an allegation presented in writing by an employee or group of employees that the City has failed to provide a condition of employment, which is established by law, Memorandum of Understanding, by written City or departmental rules, provided that the enjoyment of both such right is not made subject to the discretion of the Department Head or the City by the terms of law, Memorandum of Understanding, or by written City or departmental rules and, provided further, that the conditions of employment which are the subject matter within the scope of representation as defined in California Government Code Section 3504. Notwithstanding the above, excluded from this grievance procedure are employee evaluations, and any other matter that is assigned its own appeal procedure such as discipline and an alleged violation of the harassment policy.

B. Right to Representation: An employee having a grievance shall have the right to consult with and be assisted by a representative of his/her own choice throughout the grievance process. In those cases in which an employee elects to represent him/herself or arranges for other representation, the Union shall have the right to participate in the grievance procedure to the extent necessary to protect the interest of its members in negotiated conditions of employment.

C. Limitations on Money Damages: In no event shall any grievance include a claim for money relief for more than the twenty-one day period plus such reasonable discovery period, unless otherwise provided by law.

D. Procedure: Failure of the employee to timely file a grievance and/or comply with the time limits at any step of this grievance procedure shall constitute an abandonment of the grievance. Failure of the employer to respond within the time limits at any step of this grievance procedure shall result in an automatic advancement of the grievance to the next step. The parties may mutually agree to extend the time permitted under any of the steps

Step 1

A grievance must be presented to the grievant's supervisor within twenty-one (21) calendar days from the day upon which the City allegedly failed to provide a condition of employment, or within twenty-one (21) calendar days from the time in which an employee might reasonably have been expected to have learned of such alleged failure to provide. The written grievance shall include the following:

- a) Date of submission;
- b) Signature of employee or employees;
- c) The MOU provision, Personnel Rule, Administrative Policy or other rule or policy allegedly violated;
- d) A description of the relevant facts, including specifically how, when and by whom the grieved condition of employment was violated;

- e) The requested resolution or remedy; and
- f) The name of any representative chosen by the grievant.

The supervisor shall provide the grievant with a written response within seven (7) actual working days.

Step 2

If the grievance is not resolved at Step 1, the employee shall have seven (7) actual working days after receipt of the supervisor's Step 1 response to file an appeal with the Department Head. The Department Head may, but is not required to, meet with the grievant to discuss the grievance. The Department Head shall have seven (7) actual working days from either receipt of the appeal, or the meeting with the grievant, whichever is later, to provide the grievant with a written response.

Step 3

If the grievance is not resolved at Step 2, the employee shall have seven (7) actual working days after receipt of the Department Head's Step 2 response to file an appeal with the City Manager. The City Manager shall meet with the grievant and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within seven (7) actual working days after receipt of the grievant's appeal. The City Manager shall have seven (7) actual working days from the date of the meeting with the grievant to provide the grievant with a written decision.

The Mid-Management Group may, in its own name, file a grievance with the City Manager alleging that the City has failed to provide it some organizational right which is established by law, provided that such right is not made subject to the discretion of the City. Such Union grievance shall be filed with the City Manager and heard and determined pursuant to the provisions of this step of the grievance procedure. The City Manager shall meet with the Mid-Management Group representative and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within (7) actual working days after receipt of the Union's grievance. The City Manager shall have seven (7) actual working days from the date of the meeting with the Mid-Management Group representative to provide the Mid-Management Group with a written decision.

Step 4

An employee dissatisfied with the City Manager's decision on the employee's Step 3 grievance may appeal the grievance to the City Council within (7) seven actual working days of receipt of the City Manager's decision. The City Council will schedule a hearing within a reasonable time period after receipt of the appeal. The decision of the City Council following the hearing shall be final.

SECTION VII: LAYOFFS

Layoffs shall be governed by Personnel Rule 12. The City will make its best efforts to provide an additional 30 days of EAP benefits to employees who are laid off to assist them in their transition. If continued EAP benefits are not available, the City will meet with the Union to discuss

the possibility of the City providing laid off workers with guidance on resume writing, conducting a job search, job interviewing, coping with stress and/or unemployment insurance benefits.

SECTION VIII: MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

1. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

2. Use of Employer Facilities.

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

3. Bargaining Time.

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

4. Reopener

~~— This Agreement may be reopened to upon written request to discuss only health care and/or CalPERS rates July 1, 2016 under either of the following conditions: 1) Total combined miscellaneous PERS rates exceed 30% or 2) the average of the available city sponsored health plans for an Employee plus 2 increases by 25% over the current 2014 rates. — Nothing in this agreement obligates the City to commit to any increases. The parties agree that All other terms and conditions of the agreement are not subject to the reopener clause.~~

5. Required Meetings

Administrative staff members covered under this MOU who are required to attend meetings outside their regular work schedules will be paid at the overtime rate (1.5) for two hours, or for the hours actually worked, whichever is greater.

6. Emergency Call-Back Compensation

- a. "Call-back" refers to a situation where an employee has completed his/her regular work day without knowing that he/she would be called back to work, by his/her supervisor or as a result of emergency circumstances, during hours of the day not occurring during the employee's regular workday. An employee who is required to come to work not more than one hour early, but is not thereafter released from work before the start of the regular work day is not on "call-back."
- b. Employees called back to work shall be treated as having worked at least two hours, even if actual time is less.
- c. Public Works: The rate of pay for Public Works Dept. employees in the Mid-Management Group during call-back hours is as follows:
 - (1) Two and one half times the employee's hourly base rate for hours served between the hours of 10 p.m. and 6 a.m.; or
 - (2) Two times the hourly base rate for hours served during other times of the day.
- d. For all employees not covered by subsection c, call-back hours will be paid the same as overtime.
- e. Time spent traveling to and from the place of call-back work is not counted in applying the provisions of this section, or Section 8 above.
- f. Units of time that are both call-back and overtime will receive the most favorable of the two treatments, but no single unit of time will be treated as both call-back and overtime.

~~7. Me Too Clause: If during the effective time period of this agreement, the Police Officers Association receives a salary COLA or health care Flex Plan increase in an amount greater than the terms included in this agreement, the members of Mid-Manager shall receive the same COLA and/or Flex Plan increase at the same time.~~

8. Severability. If any of the provision herein contained be rendered or declared invalid by reason of any State or Federal legislation, or by ruling of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

CITY OF CAPITOLA

Jamie Goldstein
City Manager

Larry Laurent
Assistant to the City Manager

MID-MANAGEMENT EMPLOYEES



City of Capitola

Department Head's and Chief of Police Compensation and Benefits Plan

Effective July 1, 2018

Purpose and Intent

This Compensation and Benefits Plan (Plan) is intended to establish compensation, benefits and terms and conditions of employment for Department Heads and the Chief of Police. The City Manager has the authority to hire Department Heads and the Chief of Police, and to adjust their compensation consistent with this Plan. Department Heads and Chief of Police are exempt from the Fair Labor Standards Act (FLSA), are at will employees, serve at the pleasure of the City Manager and can be terminated with or without notice or cause and with no rights of appeal.

1) SALARY SCHEDULE

- a) This Plan covers positions in the job classes and salary schedule set forth in Attachment A, incorporated in and made a part of this document.
- b) Longevity: 5% base pay increase following 12 full years of employment. (Does not apply to Chief of Police)

2) SEVERANCE PAY

If a Department Head is terminated by the City Manager, the City will pay the Department Head an amount equal to four months salary and four months Flexible Spending Arrangement Contribution benefits. Additionally, the Department Head will receive payment for all vacation leave accrued to the date of separation. The same terms apply to the Chief of Police with the exception of six months' salary and Flexible Spending Arrangement Contribution. However, if an employee is terminated because of conviction of any criminal offense or "for cause", the City shall have no obligation to continue the employment of the Department Head or pay severance pay.

3) ADMINISTRATIVE LEAVE ACCRUAL

80 hours per calendar year, prorated depending upon date of hire. No accumulation and may not be converted to cash.

4) PERSONAL HOLIDAYS

Three personal holidays per calendar year, prorated depending upon date of hire. No accumulation and may not be converted to cash.

5) VACATION

- a) Vacation Accrual:

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

- b) The City Manager has the authority to place a new Department Head or Police Chief at a specific accrual rate.

- c) Upon termination, payment will be made for all accumulated vacation to the separation date, at a rate equal to 100% of the current hourly pay rate.
- d) Vacation Cap: All hours in excess of 360 hours on the last pay period of April of any year will be cashed out. Exception will be for any employee under a previous agreement who has accumulated more than 360 hours as of January 1, 2011; employee may maintain that level of 504 hours provided however if that if accumulated vacation falls below 504 at anytime during the year, then that will be the new allowable level until employee reaches 360 hours.
- e) Optional Vacation Cash Out: In any calendar year, Department Head or Police Chief may cash out up to 80 hours of accumulated vacation.

6) SICK LEAVE

Sick leave will accrue at a rate of 12 days per year. Unlimited accumulation and may not be converted to cash.

7) FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

- a) Employees are eligible to enroll in a CalPERS medical plan, Dental and Vision Plan. The City makes a contribution on behalf of each qualified employee (Attachment A).
- b) Cash Out: Employees who can verify to the City's satisfaction that: they have group health coverage for medical (including dental and vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** Employees who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental and vision) coverage. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan).

8) FLEXIBLE SPENDING ACCOUNTS

The City offers a Healthcare Spending Account with an annual election limit of \$2,500 and a Dependent Care Spending Account with annual election limit of \$5,000.

9) RETIREMENT

a) CalPERS Retirement Benefits for Classic Members:

- i) Miscellaneous Classic Employees: The City participates in the California Public Employees' Retirement System (PERS). Benefits provided are detailed in separate publications. The City agrees to provide 2.5% at 55 Retirement Plan for eligible classic miscellaneous employees in the Unit and the single-highest-year option.

Effective July 1, 2018, Miscellaneous classic employees will contribute 13.392% of their reportable salary to PERS.

- ii) Safety Classic Employees: The City participates in the California Public Employees Retirement System (PERS). Benefits provided are detailed in separate publications. The City agrees to provide 3.0% at 50 Retirement Plan for eligible classic Safety employees in the Unit and the single-highest-year option.

Effective July 1, 2018, sworn classic employees will contribute 14.974% of their reportable salary to PERS.

b) CalPERS PEPRA Employees:

- i) Individuals that have never been a member of any public retirement system prior to January 1, 2013, or
- ii) Individuals who moved between retirement systems with more than a six month break in service; and
- iii) In compliance with the California Public Employees' Pension Reform Act of 2013, (PEPRA), new members will receive a Local Miscellaneous benefit formula of 2% @ 62, Sworn will receive a benefit of 2.7% @ 55. Employees will contribute 50% of the normal cost as determined by CalPERS. The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2). Final compensation, for purposes of calculating the retirement benefit, is calculated on the highest average pensionable compensation earned by a member during a period of 36-consecutive months. This is also referred to as the 3-year average.

10) HOLIDAYS

12 Holidays per calendar year, as follows: New Year's Day, Martin Luther King, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day. In addition, City Hall will be closed for one week during the Christmas holidays during which employees are permitted to use vacation, personal holiday or sick leave in order not to lose compensation.

11) INSURANCE

The City provides short-term disability for non-sworn and long-term disability insurance for both as well as term life insurance in the amount of \$50,000

12) VEHICLE USE

The Chief of Police **will be provided with a** ~~is entitled to use a spare Captain's~~ vehicle for commuting to and from work within Santa Cruz County and for business purposes.

13) UNIFORM

Chief of Police: City will purchase the initial uniform at a cost not to exceed \$2,500. City will pay for reasonable cleaning of the uniform at a cost not to exceed \$250/yr.

14) POLICE CHIEF DEFFERED COMPENSATION

The City may make contributions to a 457 Deferred Compensation Account (or equivalent account as determined by the City Manager) up to 8.267% of employee's regular salary (not including Flex Credit, cell phone allowance, or other compensation.). These contributions shall not be considered pay rate or special compensation and are not to be reported to PERS as such.

15) POLICE CHIEF RECRUITMENT

The City Council shall approve the recruitment process for the Police Chief at a City Council meeting as recommended by the City Manager.

16) **ONE-TIME BONUS**

City Manager is authorized to issue to full-time employees covered by this agreement on June 28, 2018, a one-time \$1500.00 bonus, minus applicable taxes. The one-time bonus shall be paid the first full pay period after approval by the Capitola City Council.

Attachment: Exhibit A – Job Classes and Salary Schedule

**DEPARTMENT HEADS AND CHIEF OF POLICE
JOB CLASSES AND SALARY SCHEDULE**

EFFECTIVE July 1, 2018

Positions covered by Plan

Chief of Police
 Director of Public Works
 Director of Finance
 Community Development Director
 Administrative Services Director

Salary Schedule

<u>POSITION</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Chief of Police</u>	<u>\$ 11203</u>	<u>\$ 13,612</u>
<u>Department Heads</u>	<u>\$ 6,959</u>	<u>\$ 12,495</u>

Salary: Cost of Living Adjustment (COLA)

a) COLA: Cost of Living Adjustment shall be as follows:

Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

Flexible Spending Arrangement Contribution:

The contribution for full-time regular employees is:

Effective 7/1/2018

<u>Employee Only</u>	<u>\$800.00</u>
<u>Employee + 1</u>	<u>\$1,300.00</u>
<u>Employee +2 or more</u>	<u>\$1,700.00</u>

Effective 7/1/2019

<u>Employee Only</u>	<u>\$824.00</u>
<u>Employee + 1</u>	<u>\$1,339.00</u>
<u>Employee +2 or more</u>	<u>\$1,751.00</u>

FOURTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

This Third Amendment to City Manager Employment Agreement (“Third Amendment”) is entered into on June 28, 2018 with an effective date of July 1, 2018 (the “Effective Date”) by and between the City of Capitola, a municipal corporation (hereinafter referred to as “City”), and Jamie Goldstein, an individual (hereinafter referred to as “Employee”), and is intended to amend that particular City Manager Employment Agreement (the “Original Agreement”) dated July 12, 2010, as previously amended by that certain First Amendment to City Manager Employment Agreement (“First Amendment”) entered into on July 1, 2012, and that certain Second Amendment to City Manager Employment Agreement (“Second Amendment”) entered into on May 14, 2015, and that certain Third Amendment to City Manager Employment Agreement (“Second Amendment”) entered into on December 8, 2016 (the Original Agreement, First, Second, and Third Amendments are hereinafter referred to collectively as the “Agreement”).

Now, therefore City and Employee agree as follows:

1. Section 6—Salary of the Original Agreement is hereby amended to read as follows:

Section 6. Salary

A. Effective the first pay period after association ratification and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification shall be readjusted by 2.25%,

B. Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

2. Section 9.A of the Original Agreement is hereby amended to read as follows:

Effective July 1, 2018, Miscellaneous classic employees will contribute 13.392% of their reportable salary to PERS.

3. Section 9.D shall be changed to 9.c and is hereby amended to read as follows:

Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, effective January 1, **2018 a \$133.00 per month contribution** will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA

minimum.

Effective Dates	Employee Only	Employee +1	Employee +2
First full pay period in July 2018 the monthly maximum contribution (inclusive of PEMCHA minimum)	\$800	\$1,300	\$1,700
First full pay period in July 2019	\$824	\$1,339	\$1,751

Employees who can verify to the City's satisfaction that: they have group health coverage for medical (including dental and vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** Employees who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental and vision) coverage. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan).

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

2. Except as hereinabove stated, all other terms and conditions of the Agreement remain in full force and effect, are hereby re-stated and are hereby incorporated herein by reference as if fully set forth.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the City Manager Employment Agreement the day and year written above.

Dated: _____

CITY OF CAPITOLA

By: _____
Michael Termini, Mayor

Dated: _____

EMPLOYEE

By: _____
Jamie Goldstein



Community Prevention Partners of Santa Cruz County
A Drug Free Communities Coalition
1400 Emeline Avenue, Santa Cruz, CA 95060

June 27, 2018

Dear Councilmembers,

Santa Cruz County Community Prevention Partners (CPP) is a coalition of committed youth, parents, business, media, youth-serving organizations, law enforcement, faith-based organizations, civic and volunteer groups, healthcare agencies, substance misuse prevention organizations, seniors, students and community members who are dedicated to positively impacting thriving and wellbeing in Santa Cruz County. We provide information on best practices for substance misuse prevention and implement evidenced-based environmental strategies that limit access and promotion of substances to youth.

The City has done a great job of incorporating public health, safety, and youth prevention into the development of the Cannabis Retail License Ordinance. CPP recently met with the City of Capitola Planning Department's Community Development Director and Chief of Police, and spoke at the Planning Commission meeting to share cannabis *advertising best practices*, and we would also like to share this information with City Council.

Research shows that preventing advertising to youth is one of the best strategies to reduce youth substance use, since advertising is directly linked to an increase in youth use; earlier use; and decreased perception of harm¹. Although there are state level restrictions on alcohol, tobacco, and cannabis advertising, industry constantly finds loopholes, and we are all too familiar with the proliferation of advertising that has ensued.

Youth are a vulnerable population easily influenced by advertisements. We know that:

- Youth are **3 times** more likely to be influenced by a tobacco advertisement than an adult.²
- Adolescents who saw an advertisement for a particular cigarette brand had a more positive image of a smoker of that brand than adolescents who did not see the ad³.
- Young people are particularly influenced by their environment and the messaging they receive at this age.

Our goal is therefore to **prevent youth exposure to cannabis advertising and stop cannabis advertising aimed at youth**. To prevent advertising and marketing that increases youth cannabis use, we recommend that the City of Capitola adopt similar advertising restrictions as the County of Santa Cruz and City of Watsonville, and what the City of Santa Cruz is in the process of adopting.

¹ <http://www.camy.org/resources/fact-sheets/alcohol-advertising-and-youth/index.html>

Aiken, A., et al. *Youth perceptions of alcohol advertising: are current advertising regulations working?* (2018) Australian and New Zealand Journal of Public Health 2018 vol. 42 no. 3
<https://onlinelibrary.wiley.com/doi/pdf/10.1111/1753-6405.12792>

² Pollay, R. et al (1996). *The Last Straw? Cigarette Advertising and Realized Market Shared Among Youth and Adults*. Journal of Marketing 60 (2): 1-16

³ Donovan, R.J., Jancey J., Jones, S., *Tobacco point of sale advertising increases positive brand user imagery*. Tobacco Control, 2002. 11(3); p.191-194

The language in these local ordinances is:

NO "Printing, publishing, advertising, or disseminating in any way or by any means of communication, or causing to be printed, published, advertised, or disseminated in any way or by any means of communication, other than by way of a dedicated business Internet website accessible only through an age gate portal, any notice or advertisement that includes the following information: pricing of cannabis, details regarding specific cannabis products, or cannabis photography or graphics related to the cannabis plant or cannabis products.

Notwithstanding the limitations imposed by this subsection, a dispensary may provide the following: an entry in the telephone directory with the name, location, and phone number of the dispensary; or signage as permitted by this section. Such directory entry or signage may identify the business as a "cannabis dispensary," but shall not include pricing of cannabis, details regarding specific cannabis products, or cannabis photography or graphics related to the cannabis plant or cannabis products."

The City of Capitola would also benefit from stronger cannabis advertising restrictions than California State. Local advertising restrictions limit children and youth's exposure to cannabis advertising and product promotion, and are an effective youth substance use prevention tool.

Research indicates:

- Greater exposure to alcohol advertising contributes to an increase in drinking among underage youth. Specifically, for each additional ad a young person saw (above the monthly youth average of 23), he or she drank 1% more. For each additional dollar per capita spent on alcohol advertising in a local market (above the national average of \$6.80 per capita), young people drank 3% more.⁴
- Another study found that, among a group of 2,250 middle-school students in Los Angeles, those who viewed more television programs containing alcohol commercials while in the seventh grade were more likely in the eighth grade to drink beer, wine/liquor, or to drink three or more drinks on at least one occasion during the month prior to the follow-up survey.⁵
- Researchers followed 3,111 students in South Dakota from seventh to ninth grade, and found that exposure to in-store beer displays in grade 7 predicted onset of drinking by grade 9, and exposure to magazine advertising for alcohol and to beer concessions at sports or music events predicted frequency of drinking in grade 9.⁶

Young people in Santa Cruz County already have a low perception of cannabis harm with 48% of Santa Cruz County 11th graders reporting no perceived harm or slight harm from smoking cannabis once or twice a week, and 61% reporting no harm or slight harm if cannabis was smoked occasionally;⁷ but we can shift this! Reductions in substance advertising can make a difference on youth use.

⁴ L.B. Snyder, F.F. Milici, M. Slater, H. Sun, and Y. Strizhakova, "Effects of Alcohol Advertising Exposure on Drinking Among Youth," *Archives of Pediatrics and Adolescent Medicine* 160 (2006): 18-24.

⁵ A.W. Stacy, J.B. Zogg, J.B. Unger, and C.W. Dent, "Exposure to Televised Alcohol Ads and Subsequent Adolescent Alcohol Use," *American Journal of Health Behavior* 28, no. 6 (2004): 498-509.

⁶ P.L. Ellickson, R.L. Collins, K. Hambarsoomians, and D.R. McCaffrey, "Does Alcohol Advertising Promote Adolescent Drinking? Results From a Longitudinal Assessment," *Addiction* 100 (2005): 235-46.

⁷ Santa Cruz County. California Healthy Kids Survey, 2016-17: Main Report. San Francisco: WestEd Health & Human Development Program for the California Department of Education.

- An econometric analysis using data from the *National Longitudinal Survey of Youth 1997* estimated that a 28% reduction in alcohol advertising would reduce adolescent monthly alcohol participation from 25% to between 24% and 21%, and would reduce adolescent participation in binge drinking from 12% to between 11% and 8%.⁸
- An effort to estimate the likely effects of several alcohol policies on youth drinking behavior in the U.S. population concluded that a complete ban on alcohol advertising would be the most effective, resulting in 7,609 fewer deaths from harmful drinking and a 16.4% drop in alcohol-related life-years lost.⁹

California State, Santa Cruz County, and Watsonville Advertising Restriction Comparison

SB 94 Advertising Restrictions	Unincorporated Santa Cruz County Advertising Restrictions	City of Watsonville Advertising
<ul style="list-style-type: none"> • Any advertising or marketing placed in broadcast, cable, radio, print, and digital communications shall only be displayed where at least 71.6 percent of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, up-to-date audience composition data. • Shall not “Advertise or market cannabis or cannabis products in a manner intended to encourage persons under 21 years of age to consume cannabis or cannabis products.” 	<ul style="list-style-type: none"> • Advertising on a dedicated business Internet website accessible only through an age gate portal. • ...a dispensary may provide the following: an entry in the telephone directory with the name, location, and phone number of the dispensary; or signage as permitted by this section. Such directory entry or signage may identify the business as a “cannabis dispensary,” but shall not include pricing of cannabis, details regarding specific cannabis products, or cannabis photography or graphics related to the cannabis plant or cannabis products. 	<ul style="list-style-type: none"> • A facility shall not print, publish, advertise, or disseminate in any way or by any means of communication, other than by way of a dedicated business internet website accessible only through an age gate portal. • A facility may provide an entry in the telephone directory with the name, location, and phone number of the facility. Such directory entry may identify the business as a “cannabis product manufacturing facility.” Telephone directory entry shall not include: pricing of products, details
<ul style="list-style-type: none"> • Shall not, “Advertise or market cannabis or cannabis products on an advertising sign within 1,000 feet of a day care center, school providing 	<ul style="list-style-type: none"> • Advertisements may not include the following: “pricing of cannabis, 	

⁸ H. Saffer and D. Dave, "Alcohol advertising and alcohol consumption by adolescents," *Health Economics* 15 (2006): 617-637.

⁹ W. Hollingworth, B. E. Ebel, et al., "Prevention of Deaths From Harmful Drinking in the United States: The Potential Effects of Tax Increases and Advertising Bans on Young Drinkers," *Journal of Studies on Alcohol* 67 (2006): 300-308.

<p>instruction in kindergarten or any grades 1 through 12, playground, or youth center.”</p> <ul style="list-style-type: none"> • Internet advertisements must include licensee’s license number • ...Shall utilize a method of age affirmation to verify that the recipient is 21 years of age or older before engaging in that communication or dialogue controlled by the licensee. For purposes of this section, that method of age affirmation may include user confirmation, birth date disclosure, or other similar registration method. • Require edible cannabis products to be marked with a universal symbol • Shall not, “give away any amount of cannabis or cannabis products, or any cannabis accessories, as part of a business promotion or other commercial activity.” • Prohibitions on the adulteration or misbranding of medicinal cannabis products 	<p>details regarding specific cannabis products, or cannabis photography or graphics related to the cannabis plant or cannabis products.</p> <ul style="list-style-type: none"> • Prohibits “Providing any signage for the dispensary other than one identifying sign stating the dispensary name, address, hours of operation, and a green cross. Any sign posted under this section shall not exceed six (6) square feet in area, shall not be directly illuminated, shall not contain graphics identifying cannabis, and must comply with all existing County regulations and restrictions regarding signs.” • “Dispensaries that engage in mobile deliveries are prohibited from having any advertisement of their business or services on their delivery vehicles.” 	<p>regarding specific cannabis products, or cannabis photography or graphics related to the cannabis plant or cannabis products.</p> <ul style="list-style-type: none"> • Notwithstanding other sections of this Code, exterior signage for the facility shall be limited to one (1) exterior building sign not to exceed fifteen (15) square feet in area. • Door and/or window signage not to exceed ten (10) square feet in area; such signs shall not be directly illuminated except during operating hours.
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Thank you for your support in creating a healthy environment for our youth to thrive.

Best regards,



Jen O'Brien-Rojo, Community Prevention Partners Chair



CITY MANAGER DEPT.

Memo

To: City Council
From: Larry Laurent
Date: June 26, 2018
Re: Updated Memoranda of Understanding for Agenda Item 10.E

Item 10.E on the June 28, 2018, agenda is considering approval of memoranda of understanding (MOU) with labor groups and adopting the salary schedule for Fiscal Year 2018/19. The City's negotiator and bargaining units have reviewed the attachments after the agenda was posted and the changes have been incorporated into the documents. Staff has prepared the attached documents with edited strikeouts and underlines highlighting the proposed changes.

It is recommended that the Council approve the memoranda of understating with labor groups and adopt the salary schedule for FY 2018/19.

Attachments:

- 2018 -2020 ACE MOU
- 2018 -2020 Mid-Management MOU
- 2018 -2020 Confidential MOU
- 2018 Management Comp Plan
- City Manager 4th Contract Amendment

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ASSOCIATION OF CAPITOLA EMPLOYEES
AND CITY OF CAPITOLA
PERIOD 7/01/2018 to 6/30/2020
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**ASSOCIATION OF CAPITOLA EMPLOYEES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as "City") and Laborers International of North American (LIUNA) Local 792 (herein referred to as "the union") for the Association of Capitola Employees (ACE) for and on behalf of its members identified. This agreement shall cover the period from July 1, 2012 through June 30 2015, July 1, 2018 through June 30, 2020 ~~amended on 12/12/2013 extending the term through June 30, 2018~~, and shall be effective upon ratification by the bargaining unit and approval by the Capitola City Council.

~~In exchange for the City moving the previously agreed upon COLA up to the first full pay period of January 2014, from July 2014, the Union has agreed to extend the existing terms and conditions of the agreement an additional three years with the same salary and health care increases as the Police Officers Association's Memorandum of Understanding which expires on June 30, 2018.~~

~~The City's "Standard MOU Provisions" and "Additional MOU Provisions" are hereby incorporated into this MOU by this reference. To the extent there is a conflict between either the Standard MOU Provisions or Additional MOU Provisions with this MOU, this MOU shall govern. The City and Union agree that, prior to March 31, 2007, they shall incorporate provisions from the Standard MOU Provisions and Additional MOU Provisions not specifically set forth in this MOU into this MOU, so long as incorporation does not result in a substantive change in the terms and conditions of employees covered by this MOU.~~

I. UNION RECOGNITION

1. Pursuant to the Meyers-Milias-Brown Act and the City's Employer-Employee Relations Resolution, the Union, affiliated with Laborer's International Union of North America, Local 792, is hereby recognized as the exclusively recognized employee organization of the General Government Employees and Association of Capitola Employees bargaining unit. Classifications in the bargaining unit are listed in Section I.16 below. Pursuant to language in the Employee-Employer Relations Ordinance, this list can be amended from time to time.
2. The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. In light of the agency fee provisions contained in this section, the Union agrees that it is obligated to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not an employee is a member of the Union. (Government Code Section 3502)
3. Effective 30 days after the effective date of this MOU, in accordance with Government Code Section 3502.5, employees who are members of the bargaining unit represented by the Union, as a condition of continued employment, shall be required to either belong to the Union or to pay to the Union an amount equal to a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments for the Union. (Government Code Section 3502.5(a)) The Union shall notify the City in writing as to the amount of the service fee.

4. Any employee of the City subject to this MOU who is a member of a bona fide religion, body or sect that has historically held conscientious objections to joining or financially supporting a public employee organization will, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

Declarations of or applications for religious exemption and any supporting documentation will be forwarded to the Union within fifteen days of receipt by the City. The Union will have fifteen days after receipt of a request for religious exemption to challenge any exemption that the City grants. If challenged, the deduction to the charity of the employee's choice will commence but will be held in escrow pending resolution of the challenge. Charitable contributions will be by regular payroll deduction only. For purposes of this paragraph, charitable deduction means a contribution to a non-religious and non-labor charitable organization exempt from taxation under Section 501(c)(3) of the IRS Code chosen by the employee. (Government Code Section 3502.5(c))

5. The City shall notify new employees that the Union is the exclusive recognized bargaining representative for employees in the bargaining unit and provide new employees with a copy of the current Memorandum of Understanding. Within 30 days after employment, new employees shall, as a condition of continued employment, be required to either belong to the Union or to pay to the Union an amount equal to a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments for the Union. (Government Code Section 3502.5(a))
6. This section of the MOU shall not apply to supervisory employees. (Government Code Section 3502.5(e))
7. The City shall make available payroll deductions for unit members for both regular Union dues and for payment of the service fee to the Union pursuant to an appropriate authorization form signed by the employee or the provisions of this Section. Those funds shall be remitted to the Union on a monthly basis. An employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fee. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full dues or service fee, no deduction shall be made. In addition, all other legal and required deductions have priority over Union dues and the service fee.
8. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the City and to the employees who are members of the Union, within 60 days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or by a certified public accountant. The Union, if it is required to file financial reports under the Labor-Management Disclosure Act of 1959 or required to file financial reports under Government Code Section 3546.5, may satisfy this financial reporting

requirement by providing the City with a copy of those financial reports. (Government Code §3502.5(f))

9. The Union shall indemnify, defend and hold the City, its employees, officials, representatives and agents harmless against any claims made, and against any suit instituted against the City on account of payroll deductions made pursuant to this Section for dues or service fees. In addition, the Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.
10. Any dispute between the Union and any employee on the interpretation or application of this Section shall, at the request of the Union or the affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The Union and the employee shall each bear one half the cost of the arbitration, including the fee of the American Arbitration Association, the arbitrator and any court reporter fees and costs. The City will not protest or interfere with any final and binding decision under this Section.
11. Union Notification. The City shall give reasonable written notice to Union when it is affected by any ordinance, rule, resolution, or regulation proposed to be adopted and directly relating to matters within the scope of representation.
12. Bulletin Boards. The Union shall be provided a bulletin board in the employee break room. The Union agrees that notices posted on the bulletin boards shall not contain anything that may be construed as maligning or derogatory to the City or its representatives. The Union shall be responsible for maintaining the bulletin board in a business-like manner. The Union shall be responsible for placement of and removal of outdated material. However, the City shall retain the right to remove maligning, derogatory, or inappropriate or outdated material.
13. Time Off for Union Officials. During the term of this agreement, two employees from the unit shall be allowed a reasonable amount of paid release time off for “meet and confer” or “meet and consult” sessions scheduled with the City’s designated representatives, providing there is no disruption of work. The Union shall notify the City Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.
14. Time Off Without Loss of Pay. The Union may request, and the City may grant, time off without loss of pay to Union representatives to assist the City in the formulation of policies and procedures mutually beneficial to the City and the Union. However, such time off shall be at the discretion of the City Manager.
15. Union Stewards. The unit shall be authorized to designate two employees within the unit as stewards and must furnish a list of these stewards to the City Manager within five working days after appointment or election. One steward at a time shall be allowed a reasonable amount of paid release time for the purpose to representing a unit employee within the steward’s area of representation in the filing or processing of grievances or disciplinary appeals, as long as there is no interruption of work in the employee’s division. Stewards must first obtain permission.
16. Represented Employees. This unit represents the following classifications: ~~Accounts Receivable/Payable Clerk, Account Technician, Accountant I,~~

~~Accountant II, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Building Inspector I, Building Inspector II, Class Coordinator, Development Services Technician, Data Entry Clerk, Equipment Operator, Maintenance Worker I, II III, Mechanic, Museum Curator, Parking Enforcement Officer, Assistant Planner, Receptionist, Records Clerk, Records Coordinator, Records Management Clerk, Recreation Assistant, Recreation Facility Custodian, Recreation Receptionist, and Sports Coordinator.~~

Account Technician, Accountant I, Accountant II, Accounts Clerk, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Assistant Planner, Building Inspector I, Building Inspector II, Data Entry Clerk, Development Services Technician, Equipment Operator, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Mechanic, Museum Curator, Parking Enforcement Officer, Receptionist, Records Coordinator, Records Management Clerk, Records Technician, Recreation Assistant, Recreation Coordinator, Recreation Facility Custodian, Recreation Receptionist

17. When a new position is created by the City that is not managerial, supervisory or confidential, the City will provide the Union with a position description and will advise the Union as to whether or not, in its judgment, the position is appropriate for inclusion in the bargaining unit. If the Union disagrees with the City's decision, it will notify the City, and the City and the Union will meet to resolve the disagreement.

II. WAGES

- A. Wage Schedule and Wage Increases: The wage schedule attached to this Memorandum of Understanding sets forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters "A" to "E" have been used to designate the respective pay steps for each position. The rates contained in the wage schedule are base salary rates and do not include overtime or benefits. ~~The City will compile and average the San Francisco—Oakland—San Jose Consumer Price Index (all urban consumers) reported CPI for January 2013 through October 2013* See (a). If the resulting figure for averaged CPI is greater than 0%, that figure shall be used as the percentage for salary increase for members of the unit, effective the first full pay period in January, 2014 through the pay period ending July 5th 2014. A 5% salary increase shall be made for the Administrative Assistant and the Mechanic effective first full pay period in July, 2012.~~

a. Effective the first pay period after union ratification of the MOU and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification in this Unit shall be readjusted by 2.25%.

b. Effective the first full pay period of July 2019, the salary range for each classification in this Unit shall be readjusted by 2.25%.

c. ~~Effective the first full pay period in July 2016, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco Oakland San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January~~

~~—December changes for calendar year 2015 up to a maximum of 3.5%—~~

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

- B. Police Department Administrative Assistant: The Police Department Administrative Assistant will be granted a specialty pay increase of 5% when certified by POST to conduct back ground investigations. This pay will be retroactive to the time of certification. In addition, in 2012 a compensation analysis was conducted for the Police Department Administrative Assistant. The result is the Police Department Administrative Assistant will be granted an increase of 5% for recognition of an equity adjustment effective the first full pay period in July, 2012.
- C. Conversion To Hourly Rate: Whenever it is necessary to compute an hourly pay rate in order to apply any provision of this MOU, that will be done by multiplying any monthly rate by 12 in order to derive an annual rate, and dividing the annual rate by 2080 (or proportionate number of hours for part time positions, e.g., 1040 for a half-time position).
- D. Service: The word "service" as used in this MOU means continuous full-time service in the position in which the employee is being considered for salary advancement, service in a higher position, or service in a position allocated to the same salary schedule and having generally similar duties and requirements. A lapse of service of any employee for a period of time longer than thirty days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee, and any such employee re-entering the service of the City shall be considered as a new employee, unless another standard is established by the personnel rules, in which case that standard shall apply.
- E. Types of Appointment
For all types of appointments, refer to the personnel rules, except for Acting Appointments.
1. Acting Appointments
Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily appointed to a higher-class position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied. Such pay shall begin on the first work day of the appointment.
 2. Work Out of Class
Work out of class occurs when an employee is designated to work in a higher classification and actually performs or is responsible for

performing the majority of duties of the higher classification. If an employee works out of class for four or more consecutive hours, the employee will receive work out of class pay for all hours worked out of class. The employee shall receive either 5.0% above the employee's usual rate of pay, or pay at the next highest pay step in the out of class job classification, whichever is greater.

3. Acting Supervisors Pay for Public Works

If an employee is designated by the Department Head or the Department Head's designee to perform the duties of Park's Maintenance Supervisor or Facilities and Street Maintenance Supervisor for a period of three consecutive days, with Fridays and Mondays being consecutive days, then that employee shall receive a 10% increase to his or her salary for all such hours worked.

4. Equipment Operators Pay

~~If an employee is designated by the Department Head or the Department Head's designee to perform the duties of an Equipment Operator for a period of at least four consecutive hours or longer, then that employee shall receive a 5% increase to salary for all such hours worked.~~

If an employee is designated by the Department Head or the Department Head's designee to perform the duties of an Equipment Operator on the following equipment;

- **Five-yard and above size truck and trailer (license required).**
- **Sweeper**
- **Bull Dozer**
- **Large Front Loader**

then that employee shall receive a 5% increase to salary for all such hours worked.

F. Public Works Employees, Shift Changes Shift Differential

1. Shift Changes: In order to provide necessary services, the hours of Public Works employees may be adjusted from time to time. However, when a change in a schedule occurs within the given two-week pay period, all non-overtime hours worked outside of the pre-adjustment work schedule shall be additionally compensated at a rate equal to 5% of base wage rate.
2. Shift Differential: Employees who are required to report to work two or more hours before the employee's regular time to begin work, shall receive a 5% increase to salary for all such hours worked prior to regular work hours.

Employees who are required to report to work ~~two~~ four or more hours before the employee's regular time to begin work, shall receive a ~~5%~~ **7%** increase to salary for all such hours worked prior to regular work hours.

G. Emergency Call Back Compensation

1. "Call back" refers to a situation where an employee has completed his/her regular work day without knowing that he/she would be called back (by his/her superior or as a result of emergency circumstances) to work during hours of the day not occurring during the employee's regular workday. An employee who is required to come to work not more than one hour early, but is not thereafter released from work before the start of the regular workday is not on "call back".
2. Employees called back to work shall be treated as having worked at least ~~two~~ **three hours**, even if actual time is less.
3. Public Works: The rate of pay for Public Works department employees covered by this agreement (~~except the department head and the Maintenance Superintendent~~) call back hours is as follows
 - i. Two and a half times the employee's hourly base rate for hours served between the hours of 10pm and 6 am; or
 - ii. Two times hourly base rate for hours served during other times of the day.
4. For all employees not covered by subsection, (~~e~~) (~~except those in the management bargaining unit~~) call back hours will be paid the same as overtime.
5. Time spent traveling to and from the place of call back work is not counted in applying the provisions of this section, or XXIX. E.
6. Units of time that are both call back and overtime will receive the most favorable of the two treatments, but no single unit of time will be treated as both call back and overtime.

H. Parking Enforcement Officers: Parking enforcement officers shall receive a minimum of 4 hours pay for court appearances that are not scheduled as part of their regular workday.

I. License and Certificate Reimbursement: The City will reimburse employees for the cost of specialized licenses and certificates required to perform their job.

J. **Signing Bonus: Contingent upon a tentative agreement by June 28, 2018. All full-time employees at the time of ratification in the ACE bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council. Employees in the group working less than full-time shall receive a prorated signing bonus (Employees working 30 hours per week shall receive a one-time \$1125 signing bonus, employees working 20 hours per week shall receive a one-time \$750 signing bonus).**

III. OVERTIME

All employees within the Union are hourly employees and can accrue overtime subject to the laws, rules, regulations and any other MOU provisions of the City, state and federal government. The normal regular work week commences on Sunday and consists of forty (40) hours except that the regular work week of public works department personnel engaged in maintenance activities shall be as approved by the City Manager. Except for employees exempt under the FLSA, overtime will be compensated at the rate of one and one-half times the base rate of pay for all hours worked over 40 hours per week in a workweek. Such additional compensation shall, at the employee's election, be either in cash or compensatory time off, in accordance with Labor Code section 204.3. The Department Head must approve overtime.

“Hours worked” shall not include sick leave, ~~nor shall such a definition include~~ vacation, or compensated leave time off not scheduled in advance by at least ten working days. “Hours Worked” shall also not include workers compensation time off unless immediate treatment is required on the date of injury for the injury incurred, in which case overtime is allowed providing the overtime accrued is an extension of the workday and the hours worked for the week exceed 40 hours.

IV. MERIT PAY AND EFFECTIVE DATE OF INCREASES

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustments falls for all odd numbered calendar years; and, at the beginning of the following pay period for the even number calendar years.

When an employee has not been approved for advancement to the next higher wage step, the employee shall be reconsidered for such advancement after the completion of either three months of additional service, or after a period of three to six months of additional service if the supervisor concludes that three months will be insufficient time to evaluate whether the performance deficiencies that led to the denial of the step increase have been adequately addressed. At the time a step increase is denied, the supervisor shall identify in writing the timing of reconsideration of the step increase. An employee whose step increase is denied shall also be advised in writing (typically in a performance evaluation) of the reason(s) why the step increase was denied. Grants and denials of step increases shall be on a merit basis only.

Regardless of whether subsequent reconsideration of a denial of a step increase does or does not result in a step increase, the employee's annual review date shall be as originally designated.

V. VACATION

A. Accrual

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

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

B. Accumulation

1. An employee may not accumulate more than, but instead each year must cash out pursuant to Section V.E. below, all accumulated vacation in excess of 360 hours; except that
2. An employee who had accumulated more than 360 hours as of January 1, 2011 may maintain that level: provided, however, that if accumulated vacation falls below 360 hours, the provisions of Section V.B.1, above, shall thereafter apply.

C. Scheduling

Vacations shall be scheduled upon the request of the employee and the approval of the Department. The Department shall consider both the desire of the employee and the needs of the Department in deciding whether to approve or deny a vacation request.

Vacation sign-ups shall be on a first come first serve basis. If more employees request vacation for a given time than can be accommodated by the Department, the more senior employee shall be given the time off. Nothing herein shall require the cancellation of an already approved vacation for a less senior employee upon the request of a more senior employee. "Seniority" as used in this section shall mean length of continuous employment in a paid status in a regular position.

D. Vacation Cash Out On Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash payout.

E. Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours or who is subject to a higher accumulation level under Section V(B)(2), as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 or that applicable higher accumulation level except that such payment shall not exceed the employee's annual vacation accrual amount. These cash out payments will be included with the paycheck for the first full pay period in May.

F. Optional Vacation Cash Out

In any calendar year, an employee may cash out up to 40 hours of accumulated vacation.

VI. SICK LEAVE

- A. Sick Leave Accrual
Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year. Parking Enforcement Officers working a 4/10 shift shall accrue 120 hours per calendar year.
- B. Sick Leave-Family Care
Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.
- C. An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed physician or medical doctor that the illness would have resulted in the employee not being able to come to work, shall have the period of illness charged against sick leave and not vacation leave.
- D. Sick Leave Cash Out
Sick Leave may not be cashed out.

VII. HOLIDAYS

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

New Year's Day	1/01/
Martin Luther King Day	*
Lincoln's Birthday	*
Washington's Birthday	*
Memorial Day	*
Independence Day	7/4/
Labor Day	*
Columbus Day	10/11/
Veterans' Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

Holiday time will be for the regularly scheduled shift time. For example, if the regularly scheduled shift is 8.5 hours, employee will receive 8.5 hours of holiday time. If the regularly scheduled shift is 6 hours, employee will receive 6 hours of holiday time.

In addition, **offices located at the Community Center or at** City Hall will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick

leave in order not to lose compensation. **All other City offices and programs shall remain open during this period.**

B. Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays are not ~~cumulative~~. **shall be used by the employee no later than December 31st of each year and non-cumulative.**

C. Holiday Hours Bank

Police Clerks, Parking Enforcement Officers, Administrative Records Analyst and the Police Department Administrative Assistant shall receive a bank of holiday hours, based upon eight (8) hours for each holiday, to be taken in the same manner as Police Officers.

D. Public Works Holidays

1. ~~The following holidays will be considered work days for the Public Works Department.~~

- ~~• Memorial Day~~
- ~~• Independence Day~~
- ~~• Labor Day~~

~~Public works employees will report to work on those days at their normal shift time, unless time off has been previously approved. Requests for time off on these three days will not be approved until required staffing has been met. Public Works employees working on these holidays will be able to “bank” their holiday time for the day and use it as approved leave at a future date but no later than December 31st of each year. Public Works employees that receive approval for time off must use the holiday time on the date.~~

Public Works employees may be required to work holidays. Employees who work on any holidays will use holiday time on the holiday and it will count as hours work. Actual hours worked will be in addition and will be considered overtime if hours meet the weekly overtime threshold. The City reserves the right to change Public Works Employees hours in order to cover Holidays in accordance with Section II F. 1 of this MOU.

VIII. BEREAVEMENT LEAVE

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

law, mother-in-law, father-in-law and grandparents, and any individual to whom an employee is serving in Loco Parentis.

IX. JURY DUTY

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

X. LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

XI. ACCRUALS AFTER DATE OF SEPARATION

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

XII. BENEFITS FOR PART-TIME EMPLOYEES

Sick leave benefits are described in Section VI above.

XIII. FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

A. The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through CalPERS, from the monthly contribution set forth herein, ~~\$112 effective January 1, 2012 and \$115 effective January 1, 2018~~ a \$133.00 per month contribution 2013 will be paid to CalPERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by CalPERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City's maximum contribution below is inclusive of the required PEMCHA minimum. ~~For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee.~~ Effective the first full pay period in July 2012 the contribution, for full-time regular employees shall be:

Employee Only:	—————	\$675 per month
Employee + 1	—————	\$849 per month
Employee + 2 or more	—————	\$1049 per month

~~Effective the first full pay period in July, 2013, the full time regular employees shall be as follows:~~

Employee Only:	—————	\$700 per month
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Employee + 1 ————— \$899 per month
 Employee + 2 or more — \$1099 per month

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

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

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

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

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

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

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

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

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period in July 2018 the monthly maximum contribution (inclusive of PEMCHA minimum)</u>	<u>\$800.00</u>	<u>\$1150.00</u>	<u>\$1400.00</u>
<u>First full pay period in July 2019</u>	<u>\$824.00</u>	<u>\$1250.00</u>	<u>\$1500.00</u>

- B. Employees who can verify to the City’s satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date ~~will be eligible for a cash payment of \$250.00 per month.~~ will be eligible for a cash payment based on the following schedule. **Current employee is defined as an employee hired prior to the ratification of MOU amendment. Current employees who choose health coverage, will no longer be eligible for current employee cash payment amount.**

<u>Effective Dates</u>	<u>Current Employee</u>	<u>New Employee</u>
<u>First full pay period in July 2018</u>	<u>\$773.00</u>	<u>\$250.00</u>

; or who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental & vision) coverage or take this amount in cash for the “Employee only” contribution amount. (If a cash payment is taken, it is not included in the employee’s compensation for the CalPERS retirement plan.)

- C. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. The City will enable interested employees to participate in union sponsored medical plans. ~~The City reserves the right to change providers at any time. If the City determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for County employees for any subsequent plan year, the City reserves the right to exit CalPERS and change providers.~~
- D. ~~The City will allow, and to a minor degree facilitate, the LIUNA Health Care Health Care plan availability to the represented membership. This benefit shall be at no cost to the City, with the exception of a minor amount of staff time, as may be determined by the City Manager, to administer the disbursements of premium payments.~~
- E. ~~The City reserves the option of adding additional programs to the cafeteria plan, as they may become available.~~

XIV. RETIREMENT BENEFITS

- A. CalPERS
 The City participates in the California Public Employees' Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. ~~The City's contribution toward the combined employer and employee cost of PERS retirement is capped at no more than 16.488% of reportable salary. If the actual PERS contribution rate exceeds 16.488% of reportable salary for any fiscal year, the employee will pay the difference on a pre-tax basis. Contributions will be reported in accordance with the current CalPERS contract, i.e.: the employee portion (8%) plus any amount above the cap is reported to CalPERS as paid by the employee.~~

In 2007, the City implemented a cost-sharing benefit that consists of the City paying 8% of the normal member's contributions as Employer Paid Member Contributions (EPMC), with additional cost sharing contributions not to exceed a total of 16.259% through June 30, 2019. The City agrees to report the value of the Employer Paid Member Contributions as salary for retirement benefit plan purposes.

Beginning July 1, 2018, all classic employees shall contribute 13.392% of their reportable salary to CalPERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

~~For all eligible employees hired on or after July 1, 2012 the City's PERS contribution rate shall be capped at no more than 11.488% of reportable salary. Once an employee hired on or after July 1, 2012 accrues five (5) years of total service, s/he shall be entitled to the same terms that apply to all other current employees. EPMC and the Value of EPMC will be the same for employees hired after July 1, 2012 as employees hired prior to that date.~~

~~All employees hired prior to July 1, 2012 the City's contribution cap shall remain as stated above at 16.488%.~~

Public Employees' Pension Reform Act (PEPRA) ~~for Miscellaneous Employees hired by the City on or after January 1, 2013 and do not qualify as Classic members as determined by CalPERS:~~ For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS, CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

B. LIUNA National Industry Pension

General Government Employees: The City will contribute \$0.25 per hour (not including overtime or compensatory time) each pay period to the LIUNA pension fund on behalf of each of the following classifications (which were formerly a separate unit with a separate MOU represented by LIUNA): Mechanic, Parking Enforcement Officer, Equipment Operator, Maintenance Worker I, II & III and Recreation Facility Custodian. The compensation schedules attached hereto will be reduced \$.25 per hour. The City's sole obligation shall be to forward designated amounts to the fund. The Union shall indemnify and hold harmless the City against any and all claims made as a result of the City's actions pursuant to this section.

Association of Capitola Employees: The City will allow the pretax contributions to LIUNA National Industry Pension for the following classifications formerly comprising the separate ACE Unit in the same manner as the General Government Employees when, and if past service credit benefit again becomes available: ~~Account Technician, Accounts Receivable/Payable Clerk, Accountant I, & II, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Building Inspector I, Building Inspector II, Class Coordinator, Development Services Technician, Data Entry Clerk, Information Systems Specialist, Museum Curator, Assistant Planner, Receptionist, Records Clerk, Records Coordinator, Records Management Clerk, Recreation Assistant and Recreation Receptionist, Sports Coordinator.~~

Account Technician, Accountant I, Accountant II, Accounts Clerk, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Assistant Planner, Building Inspector I, Building Inspector II, Data Entry Clerk, Development Services Technician, Equipment Operator, Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Mechanic, Museum Curator, Parking Enforcement Officer, Receptionist, Records Coordinator, Records Management Clerk, Records Technician, Recreation Assistant, Recreation Coordinator, Recreation Facility Custodian, Recreation Receptionist

XV. PHYSICAL EXAMINATIONS

The City, for any employee receiving flex credit contributions, will provide a bi-annual physical examination for employee. Public Works employees may have the physical on an annual basis. The City will pay the amount not covered by the health care program.

XVI. LIFE INSURANCE

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

XVII. MILEAGE REIMBURSEMENT

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

XVIII. UNIFORMS

City will purchase uniforms for newly hired police department employees and will repair or replace uniforms on an as needed basis. In addition City will cover the cost of reasonable cleaning of police department authorized uniforms. Employees will be responsible for delivering uniforms to, and retrieving uniforms from, the employer designated cleaning establishment.

XIX. SHOES, APPAREL AND EQUIPMENT REIMBURSEMENTS

- A. Parking Code Enforcement Officers: The City will also cover the cost of needed uniform item replacements, including shoes and will provide needed wheelchair repair and maintenance. Necessity will be reasonably determined by employer. Wheelchairs provided by the City shall remain property of the City.
- B. Safety Shoes and Apparel: Equipment Operator, Mechanic, Maintenance Worker and Recreation Facility Custodian will each calendar year receive: one pair of approved safety shoes, up to five city-logoed shirts, and up to five pairs of denims. The Public Works Director shall determine replacement frequency and kind.

XX. INCENTIVE PROGRAMS

- A. Longevity Pay Incentive
Upon completing continuous years of service with the City, an employee's base pay shall be increased as follows:
 - 1. 15 years' continuous service – 5.0%
 - 2. 20 years' continuous service - an additional 5.0%, which shall be compounded with the 15-year recognition.
- B. Education Reimbursement Program
~~For employees who received advance approval from the City Manager prior to October 12, 2006, the City will reimburse employees for tuition and textbooks upon the completion of courses approved in advance by the City Manager in accordance with the following schedule:~~

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

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

~~The grandfathered employees are listed in Attachment 2 to this MOU.~~

~~For all other employees, the City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$500 **\$1000.00** per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.~~

C. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

1. Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and
2. The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

XXI. PERSONNEL EVALUATIONS

For probationary employees, a performance evaluation is required, at a minimum, every three months.

For permanent employees, a performance evaluation is required annually. The completed evaluation should be submitted ten working days before the annual due date. Nothing in this provision shall prevent departments from issuing performance evaluations more frequently than the required time period.

Merit pay increases will go into effect on a timely basis, unless the performance evaluation of less than “meets standards” has been completed at least two weeks prior to the anniversary date.

If an employee does not agree with an evaluation, the employee may prepare a written response to the evaluation which shall be kept in the employee’s personnel file with the contested evaluation. The employee also may request a meeting with the City Manager to discuss the evaluation.

XXII. LUNCH AND REST PERIODS

Full-time employees shall be entitled to an unpaid lunch period of thirty (30) minutes at or about the mid-point of their workday. If an emergency occurs such that there is a need for

the employee to work during the employee's lunch period, the employee will be compensated for the lunch period.

Employees shall be allowed a 15 minute rest period during each four hours of work. An exception to this general rule is that the rest periods may be combined and scheduled as mutually agreed to by an employee and supervisor. In addition, the City reserves the right in emergency situations to require employees to work through rest periods.

Rest periods shall be considered compensable work time.

XXIII. EMERGENCY MEALS

The City shall arrange for meals for employees assigned to work four (4) or more hours contiguous to the employee's shift when the employee is not provided notice of the need to work the overtime at least 12 hours prior to either commencing the overtime work or shift.

XXIV. LIGHT DUTY ASSIGNMENT

An employee who has been cleared by a physician to return to work with specified medical restrictions, may return to work within those restrictions, at the City's discretion. The release must be in writing. Nothing in this section is intended to imply that an employee has a right to a light duty assignment. All such assignments are temporary assignments and are subject to the Department Head's periodic review of the employee's continued need for limited duty and the City's ability to continue the employee in the assignment. No change in base pay will result from this assignment.

XXV. PROBATIONARY PERIOD

Regular Appointment Following Probationary Period. All original and promotional appointments shall be tentative and subject to an initial probationary period of six (6) months actual service, as may be adjusted for approved leave, to be determined for each class by the Personnel Officer. The Department Head may recommend and the Personnel Officer may approve an extension of the initial probationary period up to six (6) additional months. The Probationary employee shall be informed three (3) weeks prior to the expiration of any probationary period, that the probationary period will be extended, and reasons shall be given for the extension.

The Department Head shall file with the Personnel Officer a Personnel Action Form that either (1) the service of the probationary employees has been satisfactory and that retention in the competitive service of such employee is denied; (2) the probationary period should be extended; or (3) the service of the employee has been unsatisfactory and his/her employment should be terminated. If at anytime during the probationary period the department head notifies the Personnel Officer that performance is less than satisfactory, the Personnel Officer will communicate that less than satisfactory performance to the appointing authority who may give or cause to be given to the employee a notice of immediate termination.

Objective of Probationary Period: The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's actual performance and for securing the most effective adjustment of a new employee to his/her position.

Rejection of Probationer: During the probationary period, an employee may be rejected at any time by the appointing authority and without the right of appeal. Written notification of rejection by the appointing authority shall be served on the probationer.

Rejection Following Promotion: The rules and rights afforded employees rejected during or at the conclusion of the probationary period following a promotional assignment shall be as set forth in the City's Personnel Rules.

XXVI. GRIEVANCE PROCEDURE

- A. Definition of a Grievance: A grievance is defined as an allegation presented in writing by an employee or group of employees that the City has failed to provide a condition of employment, which is established by law, Memorandum of Understanding, by written City or departmental rules, provided that the enjoyment of both such right is not made subject to the discretion of the Department Head or the City by the terms of law, Memorandum of Understanding, or by written City or departmental rules and, provided further, that the conditions of employment which are the subject matter within the scope of representation as defined in California Government Code Section 3504. Notwithstanding the above, excluded from this grievance procedure are employee evaluations, and any other matter that is assigned its own appeal procedure such as discipline and an alleged violation of the harassment policy.
- B. Right to Representation: An employee having a grievance shall have the right to consult with and be assisted by a representative of his/her own choice throughout the grievance process. In those cases in which an employee elects to represent him/herself or arranges for other representation, the Union shall have the right to participate in the grievance procedure to the extent necessary to protect the interest of its members in negotiated conditions of employment.
- C. Limitations on Money Damages: In no event shall any grievance include a claim for money relief for more than the twenty-one day period plus such reasonable discovery period, unless otherwise provided by law.
- D. Procedure: Failure of the employee to timely file a grievance and/or comply with the time limits at any step of this grievance procedure shall constitute an abandonment of the grievance. Failure of the employer to respond within the time limits at any step of this grievance procedure shall result in an automatic advancement of the grievance to the next step. The parties may mutually agree to extend the time permitted under any of the steps

Step 1

A grievance must be presented to the grievant's supervisor within twenty-one (21) calendar days from the day upon which the City allegedly failed to provide a condition of employment, or within twenty-one (21) calendar days from the time in which an employee might reasonably have been expected to have learned of such alleged failure to provide. The written grievance shall include the following:

- a) Date of submission;
- b) Signature of employee or employees;

- c) The MOU provision, Personnel Rule, Administrative Policy or other rule or policy allegedly violated;
- d) A description of the relevant facts, including specifically how, when and by whom the grieved condition of employment was violated;
- e) The requested resolution or remedy; and
- f) The name of any representative chosen by the grievant.

The supervisor shall provide the grievant with a written response within seven (7) actual working days.

Step 2

If the grievance is not resolved at Step 1, the employee shall have seven (7) actual working days after receipt of the supervisor's Step 1 response to file an appeal with the Department Head. The Department Head may, but is not required to, meet with the grievant to discuss the grievance. The Department Head shall have seven (7) actual working days from either receipt of the appeal, or the meeting with the grievant, whichever is later, to provide the grievant with a written response.

Step 3

If the grievance is not resolved at Step 2, the employee shall have seven (7) actual working days after receipt of the Department Head's Step 2 response to file an appeal with the City Manager. The City Manager shall meet with the grievant and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within seven (7) actual working days after receipt of the grievant's appeal. The City Manager shall have seven (7) actual working days from the date of the meeting with the grievant to provide the grievant with a written decision.

The Union may, in its own name, file a grievance with the City Manager alleging that the City has failed to provide it some organizational right which is established by law, provided that such right is not made subject to the discretion of the City. Such Union grievance shall be filed with the City Manager and heard and determined pursuant to the provisions of this step of the grievance procedure. The City Manager shall meet with the Union and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within (7) actual working days after receipt of the Union's grievance. The City Manager shall have seven (7) actual working days from the date of the meeting with the Union to provide the Union with a written decision.

Step 4

An employee dissatisfied with the City Manager's decision on the employee's Step 3 grievance may appeal the grievance to the City Council within (7) seven actual working days of receipt of the City Manager's decision. The City Council will schedule a hearing within a reasonable time period after receipt of the appeal. The decision of the City Council following the hearing shall be final.

XXVII. LAYOFFS

Layoffs shall be governed by Personnel Rule 12. The City will make its best efforts to provide an additional 30 days of EAP benefits to employees who are laid off to assist them in their transition. If continued EAP benefits are not available, the City will meet with the

Union to discuss the possibility of the City providing laid off workers with guidance on resume writing, conducting a job search, job interviewing, coping with stress and/or unemployment insurance benefits.

XXVIII. SAFETY

The City and employees shall comply with all Federal, State and local health and safety laws and regulations and the City's "Loss Control, Injury and Illness Prevention Safety Program." At least two employees within this bargaining unit shall be permitted to serve on the City-wide safety committee called for in the City's "Loss Control, Injury and Illness Prevention Safety Program."

XXIX. MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

A. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

B. Use of Employer Facilities

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

C. Bargaining Time

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

~~D. Re-opener~~

~~This Agreement may be reopened upon written request to discuss only health care and/or CalPERS rates July 1, 2016 under either of the following conditions: 1) Total combined miscellaneous PERS rates exceed 30% or 2) the average of the available city sponsored health plans for an Employee plus 2 increases by 25% over the current 2014 rates. — Nothing in this agreement obligates the City to commit to any increases. The parties agree that all other terms and conditions of the agreement are not subject to the reopener clause.~~

D. Required Meetings

Administrative staff members covered under this MOU who are required to attend meetings outside their regular work schedules will be paid at the overtime rate (1.5) for two hours, or for the hours actually worked, whichever is greater.

E. Disciplinary Appeal

Employees of this unit shall have available to them the predisciplinary Skelly meeting for any discipline that results in a suspension of one day without pay or more. In addition, all disciplinary matters of three days suspension without pay or greater shall be subject to Personnel Rule 11, section 7.a. for post discipline appeals.

F. Personnel Rules

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

G. Fair Labor Standards Act

All positions included in this Memorandum of Understanding are covered by appropriate sections of the Fair Labor Standards Act of 1935, as amended.

I. ~~Me Too Clause: If during the effective time period of this agreement, the Police Officers Association receives a salary COLA or health care Flex Plan increase in an amount greater than the terms included in this agreement, the members of ACE shall receive the same COLA and/or Flex Plan increase at the same time.~~

H. **Compensation Study: The parties agree to begin meeting once per month, beginning in January 2019 to attempt reach agreement on the comparable agencies, bench mark classes and survey elements of a total compensation study in preparation for successor contract negotiations of this MOU. The Union and the City agree to meet at least 5 times. Should agreement be made, the City agrees to prepare the data and present to the Union at least 180 calendar days prior to the expiration of the MOU. Implementation of any results is subject to the bargaining process for successor MOU. The data shall be reverified and updated to ensure that it is current and relevant for the purposes of the study.**

CITY OF CAPITOLA

ASSOCIATION OF CAPITOLA EMPLOYEES

Jamie Goldstein
City Manager

Ryan Heron, UPEC, Local 792
Labor Representative

Larry Laurent
Assistant to the City Manager

Jesse Franchi

Denice Pearson

Matt Orbach

Chris Macias

- Attachments:
1. Salary Schedule

Attachment 1: Salary Schedule

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MID-MANAGEMENT EMPLOYEES AND CITY OF CAPITOLA
PERIOD**

**7/01/2018 to 6/30/2020
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MIDDLE MANAGEMENT EMPLOYEES MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as “City”) and the Mid-Management employees. Classifications covered by this MOU are: Associate Planner, Public Works Project Manager, Senior Planner, Maintenance Superintendent, Field Supervisor, Recreation Supervisor, Building Official, Environmental Projects Manager, and Senior Accountant. This MOU shall be in effect for the period beginning on July 1, **2018** and ending on June 30, **2020** and shall be effective upon ratification by the bargaining unit and approval by the Capitola City Council.

~~In exchange for the City moving the previously agreed upon COLA up to the first full pay period of January 2014, from July 2014, the Union has agreed to extend the existing terms and conditions of the agreement an additional three years with the same salary and health care increases as the Police Officers Association’s Memorandum of Understanding which expires on June 30, 2018.~~

SECTION I. WAGE SCHEDULES/HOURLY RATES/EMPLOYEE STATUS

The wage schedule attached to this Memorandum of Understanding sets forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters “A” to “E” have been used to designate the respective pay steps for each position. The rates contained in the wage schedule are base salary rates and do not include overtime or benefits.

~~The City will compile and average the San Francisco — Oakland — San Jose Consumer Price Index (all urban consumers) reported CPI for January 2013 through October 2013* See a below. If the resulting figure for averaged CPI is greater than 0%, that figure shall be used as the percentage for salary increase for members of the unit, effective first full pay period in July, 2014 through the pay period ending July 5th 2014.~~

~~—a. Effective the first full pay period of July 2014, the salary range for each classification in this Unit shall be readjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January — December changes for calendar year 2013.~~

~~—b. Effective the first full pay period in July 2015, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January — December changes for calendar year 2014 up to a maximum of 3.5%.~~

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

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

A. Effective the first pay period after association ratification and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification shall be readjusted by 2.25%.

B. Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

C. Merit Pay

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

When an employee has not been approved for advancement to the next higher wage step, the employee shall be reconsidered for such advancement after the completion of either three months of additional service, or after a period of three to six months of additional service if the supervisor concludes that three months will be insufficient time to evaluate whether the performance deficiencies that led to the denial of the step increase have been adequately addressed. At the time a step increase is denied, the supervisor shall identify in writing the timing of reconsideration of the step increase. An employee whose step increase is denied shall also be advised in writing (typically in a performance evaluation) of the reason(s) why the step increase was denied. Grants and denials of step increases shall be on a merit basis only.

Regardless of whether subsequent reconsideration of a denial of a step increase does or does not result in a step increase, the employee's annual review date shall be as originally designated.

1. Service

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

2. Types of Appointment: For all types of appointments refer to the personnel rules except for Acting Appointments and Equipment Operator

A. Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily assigned to, and

performs all duties of a position other than the position he/she normally occupies or when an employee is assigned an acting appointment pending evaluation of the employee's ability to perform the duties of the position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied.

B. If an employee is designated by the Department Head or the Department Head's designee to perform the duties of an Equipment Operator on the following equipment;

- **Ten-yard Truck and Trailer (license required)**
- **Sweeper**
- **Bull Dozer**
- **Front Loader**

that employee shall receive a 5% increase to salary for all such hours worked.

3. Overtime

All employees within the Mid-Management **unit except for the position of Building Official, Public Works Project Manager, Environmental Projects Manager, Senior Planner and Senior Accountant which are exempt from FLSA,** are hourly employees and can accrue overtime subject to the laws, rules, regulations and any other MOU provisions of the City, state and federal government.

The normal regular work week commences on Sunday and consist of forty (40) hours except that the regular work week of public works department personnel engaged in maintenance activities shall be as approved by the City Manager. Except for employees exempt under the FLSA, overtime will be compensated at the rate of one and one-half times the base rate of pay for all hours worked over 40 hours per week in a workweek. Such additional compensation shall, at the employee's election, be either in cash or compensatory time off, in accordance with Labor Code section 204.3.

With regard to this section "hours worked" shall not include sick leave. Nor shall such a definition include vacation or compensated leave time off not scheduled in advance by at least ten working days. "Hours Worked" shall also not include workers compensation time off unless immediate treatment is required on the date of injury for the injury incurred, in which case overtime is allowed providing the overtime accrued is an extension of the workday and the hours worked for the week exceed 40 hours.

The position of Building Official, Public Works Project Manager, Environmental Projects Manager, Senior Planner, and Senior Accountant are professional positions exempt under FLSA, and therefore not entitled to overtime compensation. An Employee filling exempt positions are entitled to ten days per year of administrative time off. Administrative leave is non-cumulative. It may not be converted to cash. One year's worth of Administrative Leave becomes available on the first day of the calendar year. The exception is persons hired mid-year, in which case administrative leave is prorated for the applicable period. (Reso. #3486)

4. Effective Date of Pay Increase

~~———— A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.~~

~~———— Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustments fall for all odd-numbered calendar years; and, at the beginning of the following pay period for the even-number calendar years~~

5. Signing Bonus

Contingent upon a tentative agreement by June 28, 2018 which is ratified by the membership. All full-time employees at the time of ratification in the Mid-Management bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council. Employees in the group working less than full-time shall receive a prorated signing bonus (Employees working 30 hours per week shall receive a one-time \$1125 signing bonus, employees working 20 hours per week shall receive a one-time \$750 signing bonus).

6. Total Compensation Study

The parties agree to meet up to five meetings within the period of 270 -180 calendar days prior to the expiration of the contract to reach agreement on the comparable agencies, bench mark classes and survey elements of a total compensation study in preparation for successor contract negotiation post June 30, 2020. If the parties are unable to reach agreement on the comparable agencies, benchmark classes and survey elements of a total compensation by 180 calendar days of the expiration of the contract, the parties are free to conduct their own respective total compensation study. Implementation of any results is subject to the bargaining process for successor contract negotiations post June 30, 2020.

SECTION II: LEAVE PROVISIONS

1. Vacation

a. Vacation Accrual

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

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

b. Accumulation

An employee may not accumulate more than, but instead each year must cash out pursuant to Section 12.d, below, all accumulated vacation in excess of 360 hours.

c. Vacation Cash Out On Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash pay out.

d. Vacation- Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 such payment shall not exceed the employee's annual vacation accrual amount. These cash out payments will be included with the paycheck for the first full pay period in May.

e. Optional Vacation Cash Out

In any calendar year an employee may cash out up to 80 hours of accumulated vacation.

2. Sick Leave

a. Sick Leave Accrual

Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year.

b. Sick Leave-Family Care

Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.

c. An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed physician or medical doctor that the illness would have resulted in the employee not being able to come to work, shall have the period of illness charged against sick leave and not vacation leave.

d. Sick Leave Cash Out

Employees may not cash out sick leave.

3. Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays are not cumulative shall be used by the employee no later than December 31st of each year and are not cumulative.

4. Bereavement Leave

Leave of absence with pay because of death in the immediate family of an employee shall be granted for a period not to exceed three days. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, or any other leave. For purposes of this

section, "immediate family" means mother, step-mother, father, step-father, husband, wife, domestic partner as defined by the State of California, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents, and any individual to whom an employee is serving in Loco Parentis.

5. A. Holiday Schedule

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

New Year's Day	1/01/
Martin Luther King Day	*
Lincoln's Birthday	*
Washington's Birthday	*
Memorial Day	*
Independence Day	7/4/
Labor Day	*
Columbus Day	10/11/
Veterans' Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

Holiday time will be for the regularly scheduled shift time. For example, if the regularly scheduled shift is 8.5 hours, employee will receive 8.5 hours of holiday time. If the regularly scheduled shift is 6 hours, employee will receive 6 hours of holiday time.

In addition, **offices located at the Community Center or at City Hall** will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick leave in order not to lose compensation. **All other City offices and programs shall remain open during this period.**

B. **Public Works employees may be required to work holidays. Employees who work on any holidays will use holiday time on the holiday and it will count as hours work. Actual hours will be in addition and will considered overtime if hours meet the weekly overtime threshold.**

6. Jury Duty

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

7. Leave of Absence Without Pay

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

8. Accruals after Date of Separation

An employee's separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. "Yearly allotment" means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or payment of the insurance premiums described in Section III.1 below.

SECTION III: BENEFITS

(Regarding benefits available to part-time employees, see Section I.2, above.)

1. Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, ~~\$112 effective January 1, 2012 and \$115 effective January 1, 2013~~ **2018 a \$133.00 per month contribution** will be paid to PERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. **The City's maximum contribution below is inclusive of the required PEMCHA minimum.** ~~For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee. Effective the first full pay period in July 2012 the contribution, for full-time regular employees shall be:~~

Employee Only:	\$675 per month
Employee + 1	\$849 per month
Employee + 2 or more	\$1049 per month

~~Effective the first full pay period in July 2013 the contribution for full-time regular employees shall be as follows:~~

Employee Only:	\$700 per month
Employee + 1	\$899 per month
Employee + 2 or more	\$1099 per month

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

Employee Only	\$718
Employee +1	\$921

_____ Employee+2 or more _____ \$1,126
 Effective July 1, 2015 the City will increase its contribution by 2.5% to:
 _____ Employee Only _____ \$735
 _____ Employee +1 _____ \$945
 _____ Employee+2 or more _____ \$1,155
 Effective July 1, 2016 the City will increase its contribution by 2.5% to:
 _____ Employee Only _____ \$754
 _____ Employee +1 _____ \$968
 _____ Employee+2 or more _____ \$1,184
 Effective July 1, 2017 the City will increase its contribution by 2.5% to:
 _____ Employee Only _____ \$773
 _____ Employee +1 _____ \$992
 _____ Employee+2 or more _____ \$1,213

Proposed increases below is contingent upon agreement to changes to the City’s OPT language in Paragraph A below and modification to paragraph B below.

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period in July 2018 the monthly maximum contribution (inclusive of _____ PEMCHA minimum)</u>	<u>\$800</u>	<u>\$1,300</u>	<u>\$1,700</u>
<u>First full pay period in July 2019</u>	<u>\$824</u>	<u>\$1,339</u>	<u>\$1,751</u>

A. Opt Out

Employees who can verify to the City’s satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** ~~; or who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental & vision) coverage or take this amount in cash for the “Employee only” contribution amount. (If a cash payment is taken, it is not included in the employee’s compensation for the CalPERS retirement plan.)~~

B. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. ~~The City will enable interested employees to participate in union sponsored medical plans. The City reserves the right to change providers at any time. If the City determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for County employees for any subsequent plan year, the City reserves the right to exit CalPERS and change providers. The City reserves the right to change providers in accordance with CalPERS noticing requirement. If the City determines that the CalPERS PEMHCA plans do not provide affordable or beneficial options for City employees for any subsequent plan year, the City reserves the right to exit CalPERS and change providers.~~

2. Retirement Benefits PERS

A. Classic Employees:

The City participates in the Public Employee Retirement System (PERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. ~~The City's contribution toward the combined employer and employee cost of PERS retirement is capped at no more than 16.488% of reportable salary. If the actual PERS contribution rate exceeds 16.488% of reportable salary for any fiscal year, the employee will pay the difference on a pre-tax basis.~~ Contributions will be reported in accordance with the current CalPERS contract, ie: the employee portion (8%) plus any amount above the cap is reported to PERS as paid by the employee.

In 2007, the City implemented a cost-sharing benefit that consists of the City paying 8% of the normal member's contributions as Employer Paid Member Contributions (EPMC), with additional cost sharing contributions not to exceed a total of 16.259% through June 30, 2019. The City agrees to report the value of the Employer Paid Member Contributions as salary for retirement benefit plan purposes.

~~For all eligible employees hired on or after July 1, 2012 the City's PERS contribution rate shall be capped at no more than 11.488% of reportable salary. Once an employee hired on or after July 1, 2012 accrues five (5) years of total service, s/he shall be entitled to the same terms that apply to all other current employees. EPMC and the Value of EPMC will be the same for employees hired after July 1, 2012 as employees hired prior to that date.~~

~~All employees hired prior to July 1, 2012 the City's contribution cap shall remain as stated above at 16.488%.~~

Beginning June 21, 2018, all classic employees shall contribute 13.392% of their reportable salary to PERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

B. PEPRAs Employees:

Public Employees' Pension Reform Act for Miscellaneous Employees hired by the City on or after January 1, 2013 and do not qualify as Classic members as determined by CalPERS: ~~For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS,~~ CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CALPERS.

3. Shoes, and Apparel Reimbursements:

Each calendar year the ~~Park Maintenance~~ Field Supervisor and ~~Street Maintenance Supervisor~~ shall receive: one pair of approved safety shoes, up to 5 city-logoed shirts, and up to 5 pairs of denims. Each calendar year the Maintenance Superintendent shall receive one pair of steel-toed boots, and a maximum of two pairs of pants. The Public Works Director shall determine replacement frequency and kind.

4. Physical Examinations

The City, for any employee receiving flex credit contributions, will provide an annual physical examination for employee. The City will pay the amount not covered by the health care program.

5. Insurance.

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

6. Mileage Reimbursement

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

SECTION IV: INCENTIVE PROGRAMS

1. Longevity Pay Incentive

Upon completing continuous years of service with the City, an employee's base pay shall be increased as follows:

- a. 15 years' continuous service - 5%
- b. 20 years' continuous service - an additional 5%, which shall be compounded with the 15-year recognition.

2. Education Reimbursement Program

The City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$500 per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.

3. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

- a) Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and
- b) The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

SECTION V: EMERGENCY MEALS

The City shall arrange for meals for employees assigned to work four (4) or more hours contiguous to the employee's shift when the employee is not provided notice of the need to work the overtime at least 12 hours prior to either commencing the overtime work or shift.

SECTION VI: GRIEVANCE PROCEDURE

A. Definition of a Grievance: A grievance is defined as an allegation presented in writing by an employee or group of employees that the City has failed to provide a condition of employment, which is established by law, Memorandum of Understanding, by written City or departmental rules, provided that the enjoyment of both such right is not made subject to the discretion of the Department Head or the City by the terms of law, Memorandum of Understanding, or by written City or departmental rules and, provided further, that the conditions of employment which are the subject matter within the scope of representation as defined in California Government Code Section 3504. Notwithstanding the above, excluded from this grievance procedure are employee evaluations, and any other matter that is assigned its own appeal procedure such as discipline and an alleged violation of the harassment policy.

B. Right to Representation: An employee having a grievance shall have the right to consult with and be assisted by a representative of his/her own choice throughout the grievance process. In those cases in which an employee elects to represent him/herself or arranges for other representation, the Union shall have the right to participate in the grievance procedure to the extent necessary to protect the interest of its members in negotiated conditions of employment.

C. Limitations on Money Damages: In no event shall any grievance include a claim for money relief for more than the twenty-one day period plus such reasonable discovery period, unless otherwise provided by law.

D. Procedure: Failure of the employee to timely file a grievance and/or comply with the time limits at any step of this grievance procedure shall constitute an abandonment of the grievance. Failure of the employer to respond within the time limits at any step of this grievance procedure shall result in an automatic advancement of the grievance to the next step. The parties may mutually agree to extend the time permitted under any of the steps

Step 1

A grievance must be presented to the grievant's supervisor within twenty-one (21) calendar days from the day upon which the City allegedly failed to provide a condition of employment, or within twenty-one (21) calendar days from the time in which an employee might reasonably have been expected to have learned of such alleged failure to provide. The written grievance shall include the following:

- a) Date of submission;
- b) Signature of employee or employees;
- c) The MOU provision, Personnel Rule, Administrative Policy or other rule or policy allegedly violated;
- d) A description of the relevant facts, including specifically how, when and by whom the grieved condition of employment was violated;

- e) The requested resolution or remedy; and
- f) The name of any representative chosen by the grievant.

The supervisor shall provide the grievant with a written response within seven (7) actual working days.

Step 2

If the grievance is not resolved at Step 1, the employee shall have seven (7) actual working days after receipt of the supervisor's Step 1 response to file an appeal with the Department Head. The Department Head may, but is not required to, meet with the grievant to discuss the grievance. The Department Head shall have seven (7) actual working days from either receipt of the appeal, or the meeting with the grievant, whichever is later, to provide the grievant with a written response.

Step 3

If the grievance is not resolved at Step 2, the employee shall have seven (7) actual working days after receipt of the Department Head's Step 2 response to file an appeal with the City Manager. The City Manager shall meet with the grievant and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within seven (7) actual working days after receipt of the grievant's appeal. The City Manager shall have seven (7) actual working days from the date of the meeting with the grievant to provide the grievant with a written decision.

The Mid-Management Group may, in its own name, file a grievance with the City Manager alleging that the City has failed to provide it some organizational right which is established by law, provided that such right is not made subject to the discretion of the City. Such Union grievance shall be filed with the City Manager and heard and determined pursuant to the provisions of this step of the grievance procedure. The City Manager shall meet with the Mid-Management Group representative and other persons the City Manager believes would be useful to the City Manager's consideration of the grievance within (7) actual working days after receipt of the Union's grievance. The City Manager shall have seven (7) actual working days from the date of the meeting with the Mid-Management Group representative to provide the Mid-Management Group with a written decision.

Step 4

An employee dissatisfied with the City Manager's decision on the employee's Step 3 grievance may appeal the grievance to the City Council within (7) seven actual working days of receipt of the City Manager's decision. The City Council will schedule a hearing within a reasonable time period after receipt of the appeal. The decision of the City Council following the hearing shall be final.

SECTION VII: LAYOFFS

Layoffs shall be governed by Personnel Rule 12. The City will make its best efforts to provide an additional 30 days of EAP benefits to employees who are laid off to assist them in their transition. If continued EAP benefits are not available, the City will meet with the Union to discuss

the possibility of the City providing laid off workers with guidance on resume writing, conducting a job search, job interviewing, coping with stress and/or unemployment insurance benefits.

SECTION VIII: MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

1. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

2. Use of Employer Facilities.

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

3. Bargaining Time.

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

4. Reopener

~~— This Agreement may be reopened to upon written request to discuss only health care and/or CalPERS rates July 1, 2016 under either of the following conditions: 1) Total combined miscellaneous PERS rates exceed 30% or 2) the average of the available city sponsored health plans for an Employee plus 2 increases by 25% over the current 2014 rates. — Nothing in this agreement obligates the City to commit to any increases. The parties agree that All other terms and conditions of the agreement are not subject to the reopener clause.~~

5. Required Meetings

Administrative staff members covered under this MOU who are required to attend meetings outside their regular work schedules will be paid at the overtime rate (1.5) for two hours, or for the hours actually worked, whichever is greater.

6. Emergency Call-Back Compensation

- a. "Call-back" refers to a situation where an employee has completed his/her regular work day without knowing that he/she would be called back to work, by his/her supervisor or as a result of emergency circumstances, during hours of the day not occurring during the employee's regular workday. An employee who is required to come to work not more than one hour early, but is not thereafter released from work before the start of the regular work day is not on "call-back."
- b. Employees called back to work shall be treated as having worked at least two hours, even if actual time is less.
- c. Public Works: The rate of pay for Public Works Dept. employees in the Mid-Management Group during call-back hours is as follows:
 - (1) Two and one half times the employee's hourly base rate for hours served between the hours of 10 p.m. and 6 a.m.; or
 - (2) Two times the hourly base rate for hours served during other times of the day.
- d. For all employees not covered by subsection c, call-back hours will be paid the same as overtime.
- e. Time spent traveling to and from the place of call-back work is not counted in applying the provisions of this section, or Section 8 above.
- f. Units of time that are both call-back and overtime will receive the most favorable of the two treatments, but no single unit of time will be treated as both call-back and overtime.

~~7. Me Too Clause: If during the effective time period of this agreement, the Police Officers Association receives a salary COLA or health care Flex Plan increase in an amount greater than the terms included in this agreement, the members of Mid-Manager shall receive the same COLA and/or Flex Plan increase at the same time.~~

8. Severability. If any of the provision herein contained be rendered or declared invalid by reason of any State or Federal legislation, or by ruling of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

CITY OF CAPITOLA

Jamie Goldstein
City Manager

Larry Laurent
Assistant to the City Manager

MID-MANAGEMENT EMPLOYEES

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 CONFIDENTIAL EMPLOYEES’ AND CITY OF CAPITOLA
 PERIOD 7/01/2018 – 6/30/2020
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**CONFIDENTIAL EMPLOYEES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as "City") and the Confidential employees, who are: City Clerk, Assistant to the City Manager, Information Systems Specialist and Executive Assistant to the City Manager. This MOU covers the period beginning ~~07/01/2012—06/30/2018.~~ 07/01/2018 – 06/30/2020.

~~In exchange for the City moving the previously agreed upon COLA up to the first full pay period of January 2014, from July 2014, the Union has agreed to extend the existing terms and conditions of the agreement an additional three years with the same salary and health care increases as the Police Officers Association's Memorandum of Understanding which expires on June 30, 2018.~~

SECTION I. Wage Schedules/Hourly Rates/Employment Status

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

~~The City will compile and average the San Francisco—Oakland—San Jose Consumer Price Index (all urban consumers) reported CPI for January 2013 through October* 2013 See a below. If the resulting figure for averaged CPI is greater than 0%, that figure shall be used as the percentage for salary increase for members of the unit, effective the first full pay period in January 2014 through the pay period ending July 5th 2014.~~

~~a. Effective the first full pay period of July 2014, the salary range for each classification in this Unit shall be readjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January–December changes for calendar year 2013.~~

~~b. Effective the first full pay period in July 2015, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San Francisco-Oakland-San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January–December changes for calendar year 2014 up to a maximum of 3.5%.~~

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

~~d. Effective the first full pay period in July 2017, the salary range for each classification in this Unit shall be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics, San~~

~~Francisco Oakland San Jose Consumer Price Index, All Items 1982-84 = 100 for All Urban Consumers, Annual Average January-December changes for calendar year 2016 up to a maximum of 3.5%.~~

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

A. Effective the first pay period after association ratification and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification shall be readjusted by 2.25%.

B. Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

1. Service

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

2. Types of Appointment: For all types of appointments refer to the personnel rules except for Acting Appointments.

Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily assigned to, and performs all duties of a position other than the position he/she normally occupies or when an employee is assigned an acting appointment pending evaluation of the employee's ability to perform the duties of the position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied.

3. Overtime

Confidential employees are exempt under FLSA, and therefore not entitled to overtime compensation.

4. Effective Date of Pay Increase

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

All other pay rate changes, except those given a specific calendar date herein, shall become effective at the beginning of a two week pay period as approved by the City Manager.

5. Signing Bonus

Contingent upon a tentative agreement by June 28, 2018 which is ratified by the membership. All full-time employees at the time of ratification in the Confidential bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council. Employees in the group working less than full-time shall receive a prorated signing bonus (Employees working 30 hours per week shall receive a one-time \$1125 signing bonus, employees working 20 hours per week shall receive a one-time \$750 signing bonus).

6. Total Compensation Study

The parties agree to meet up to five meetings within the period of 270 -180 calendar days prior to the expiration of the contract to reach agreement on the comparable agencies, benchmark classes and survey elements of a total compensation study in preparation for successor contract negotiation post June 30, 2020. If the parties are unable to reach agreement on the comparable agencies, benchmark classes and survey elements of a total compensation by 180 calendar days of the expiration of the contract, the parties are free to conduct their own respective total compensation study. Implementation of any results is subject to the bargaining process for successor contract negotiations post June 30, 2020.

SECTION II: LEAVE PROVISIONS

1. Vacation

a. Vacation Accrual

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

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

b. Accumulation

An employee may not accumulate more than, but instead each year must cash out pursuant to Section d, below, all accumulated vacation in excess of 360 hours;

c. Vacation Cash Out On Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash pay out.

d. Vacation- Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 such payment shall not exceed the employee's annual vacation accrual amount. These cash out payments will be included with the paycheck for the first full pay period in May.

e. Optional Vacation Cash Out

In any calendar year an employee may cash out up to 80 hours of accumulated vacation.

2. Sick Leave

a. Sick Leave Accrual

Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year.

b. Sick Leave-Family Care

Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.

c. Sick Leave Cash Out;

Sick Leave may not be cashed out.

3. Administrative Leave Accrual

As exempt employees, the Confidential Employees are entitled to ten days per year of administrative time off. Administrative Leave is non-cumulative. It may not be converted to cash. One year's worth of Administrative Leave becomes available on the first day of the calendar year. The exception is persons hired mid-year, in which case administrative leave is prorated for the applicable period.

4. Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays are not cumulative.

5. Bereavement Leave

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

6. FMLA and CFRA

The City shall follow the provisions provided for family leave as specified in the federal Family & Medical Leave Act of 1993 (FMLA), and the California Family Rights Act (CFRA) as they apply to public employers.

7. Holiday Schedule

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

New Year's Day	1/01/
Martin Luther King Day	*
Lincoln's Birthday	*
Washington's Birthday	*
Memorial Day	*
Independence Day	7/4/
Labor Day	*
Columbus Day	*
Veterans' Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

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

8. Jury Duty

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

9. Leave of Absence Without Pay

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

10. Accruals after Date of Separation

An employee's separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. "Yearly

allotment” means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or payment of the insurance premiums described in Section III.5 below.

SECTION III: BENEFITS

(Regarding benefits available to part-time employees’, see Section 2, above.)

1. Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, ~~\$112 effective January 1, 2012 and \$115 effective January 1, 2018~~ a \$133.00 per month contribution 2013 will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA minimum. ~~For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee.~~ Effective the first full pay period in July 2012 the contribution, for full-time regular employees shall be:

Employee Only:	\$675 per month
Employee + 1	\$849 per month
Employee + 2 or more	\$1049 per month

~~Effective the first full pay period in July 2013 the contribution for full-time regular employees shall be as follows:~~

Employee Only:	\$700 per month
Employee + 1	\$899 per month
Employee + 2 or more	\$1099 per month

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

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

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

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

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

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

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

Employee Only	\$773
Employee +1	\$992

Employee+2 or more — \$1,213

Proposed increases below is contingent upon agreement to changes to the City's OPT language in Paragraph A below and modification to paragraph B below.

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period in July 2018 the monthly maximum contribution (inclusive of PEMCHA minimum)</u>	<u>\$800.00</u>	<u>\$1,300</u>	<u>\$1,700</u>
<u>First full pay period in July 2019</u>	<u>\$824.00</u>	<u>\$1,339</u>	<u>\$1,751</u>

A. Opt Out

Employees who can verify to the City's satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** ~~; or who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental & vision) coverage or take this amount in cash for the "Employee only" contribution amount. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan.)~~

B. The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. The City will enable interested employees to participate in union sponsored medical plans.

2. Retirement Benefits CalPERS

The City participates in the California Public Employees' Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. ~~The City's contribution toward the combined employer and employee cost of PERS retirement is capped at no more than 16.488% of reportable salary. If the actual PERS contribution rate exceeds 16.488% of reportable salary for any fiscal year, the employee will pay the difference on a pre-tax basis. Contributions will be reported in accordance with the current CalPERS contract, i.e. the employee portion (8%) plus any amount above the cap is reported to PERS as paid by the employee.~~

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additional cost sharing contributions not to exceed a total of 16.259% through June 30, 2019. The City agrees to report the value of the Employer Paid Member Contributions as salary for retirement benefit plan purposes.

~~For all eligible employees hired on or after July 1, 2012 the City's PERS contribution rate shall be capped at no more than 11.488% of reportable salary. Once an employee hired on or after July 1, 2012 accrues five (5) years of total service, s/he shall be entitled to the same terms that apply to all other current employees. EPMC and the Value of EPMC will be the same for employees hired after July 1, 2012 as employees hired prior to that date.~~

~~All employees hired prior to July 1, 2012 the City's contribution cap shall remain as stated above at 16.488%.~~

California Public Employees' Pension Reform Act (PEPRA) For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS, CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

3. Physical Examinations

The City, for any employee receiving flex credit contributions, will provide a biannual physical examination for employee. The City will pay the amount not covered by the health care program.

4. Insurance.

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

5. Mileage Reimbursement

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

SECTION IV: INCENTIVE PROGRAMS

1. Longevity Pay Incentive

Upon completing continuous years of service with the City, an employee's base pay shall be increased as follows:

- a. 15 years' continuous service - 5%
- b. 20 years' continuous service - an additional 5%, which shall be compounded with the 15 year recognition.

2. Education Reimbursement Program

The City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$500 per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.

3. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

- a. Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and
- b. The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

SECTION V: MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

1. Fair Labor Standards Act

All positions included in this Compensation Plan are covered by appropriate sections of the Fair Labor Standards Act of 1935, and are specifically subject to Rule No. 54.118 (salaried executive employees are not paid at a higher rate for what might otherwise be labeled "overtime", correspondingly, their salary is not reduced "for any week in which (s)he performs any work without regard to the number of days or hours worked." Accordingly, bi-weekly time sheets will not result in adjustments to the compensation for the period, but merely for yearly evaluation of whether the position is, after factoring in administrative leave, over or under staffed. However, time off for sick leave purposes shall be reported and reflected in the accumulated sick leave calculations.

2. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

3. Use of Employer Facilities.

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees.

Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

4. Bargaining Time.

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

5. Me Too Clause:

~~———— If during the effective time period of this agreement, if any other bargaining units receives a salary COLA or health care Flex Plan increase in an amount greater than the terms included in this agreement, the members of Confidential shall receive the same COLA and/or Flex Plan increase at the same time.~~

6. Re-Opener:

~~———— This Agreement may be reopened upon written request to discuss only health care and/or CalPERS rates July 1, 2016 under either of the following conditions: 1) Total combined miscellaneous PERS rates exceed 30% or 2) the average of the available city sponsored health plans for an Employee plus 2 increases by 25% over the current 2014 rates. — Nothing in this agreement obligates the City to commit to any increases. The parties agree that all other terms and conditions of the agreement are not subject to the reopener clause.~~

7. Severability:

If any of the provision herein contained be rendered or declared invalid by reason of any State or Federal legislation, or by ruling of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

CITY OF CAPITOLA

CONFIDENTIAL EMPLOYEES

Jamie Goldstein
City Manager

Liz Nichols

Linda Fridy



City of Capitola

Department Head's and Chief of Police Compensation and Benefits Plan

Effective July 1, 2018

Purpose and Intent

This Compensation and Benefits Plan (Plan) is intended to establish compensation, benefits and terms and conditions of employment for Department Heads and the Chief of Police. The City Manager has the authority to hire Department Heads and the Chief of Police, and to adjust their compensation consistent with this Plan. Department Heads and Chief of Police are exempt from the Fair Labor Standards Act (FLSA), are at will employees, serve at the pleasure of the City Manager and can be terminated with or without notice or cause and with no rights of appeal.

1) SALARY SCHEDULE

- a) This Plan covers positions in the job classes and salary schedule set forth in Attachment A, incorporated in and made a part of this document.
- b) Longevity: 5% base pay increase following 12 full years of employment. (Does not apply to Chief of Police)

2) SEVERANCE PAY

If a Department Head is terminated by the City Manager, the City will pay the Department Head an amount equal to four months salary and four months Flexible Spending Arrangement Contribution benefits. Additionally, the Department Head will receive payment for all vacation leave accrued to the date of separation. The same terms apply to the Chief of Police with the exception of six months' salary and Flexible Spending Arrangement Contribution. However, if an employee is terminated because of conviction of any criminal offense or "for cause", the City shall have no obligation to continue the employment of the Department Head or pay severance pay.

3) ADMINISTRATIVE LEAVE ACCRUAL

80 hours per calendar year, prorated depending upon date of hire. No accumulation and may not be converted to cash.

4) PERSONAL HOLIDAYS

Three personal holidays per calendar year, prorated depending upon date of hire. No accumulation and may not be converted to cash.

5) VACATION

- a) Vacation Accrual:

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

- b) The City Manager has the authority to place a new Department Head or Police Chief at a specific accrual rate.

- c) Upon termination, payment will be made for all accumulated vacation to the separation date, at a rate equal to 100% of the current hourly pay rate.
- d) Vacation Cap: All hours in excess of 360 hours on the last pay period of April of any year will be cashed out. Exception will be for any employee under a previous agreement who has accumulated more than 360 hours as of January 1, 2011; employee may maintain that level of 504 hours provided however if that if accumulated vacation falls below 504 at anytime during the year, then that will be the new allowable level until employee reaches 360 hours.
- e) Optional Vacation Cash Out: In any calendar year, Department Head or Police Chief may cash out up to 80 hours of accumulated vacation.

6) SICK LEAVE

Sick leave will accrue at a rate of 12 days per year. Unlimited accumulation and may not be converted to cash.

7) FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

- a) Employees are eligible to enroll in a CalPERS medical plan, Dental and Vision Plan. The City makes a contribution on behalf of each qualified employee (Attachment A).
- b) Cash Out: Employees who can verify to the City's satisfaction that: they have group health coverage for medical (including dental and vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** Employees who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental and vision) coverage. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan).

8) FLEXIBLE SPENDING ACCOUNTS

The City offers a Healthcare Spending Account with an annual election limit of \$2,500 and a Dependent Care Spending Account with annual election limit of \$5,000.

9) RETIREMENT

- a) CalPERS Retirement Benefits for Classic Members:
 - i) Miscellaneous Classic Employees: The City participates in the California Public Employees' Retirement System (PERS). Benefits provided are detailed in separate publications. The City agrees to provide 2.5% at 55 Retirement Plan for eligible classic miscellaneous employees in the Unit and the single-highest-year option.

Effective July 1, 2018, Miscellaneous classic employees will contribute 13.392% of their reportable salary to PERS.

- ii) Safety Classic Employees: The City participates in the California Public Employees Retirement System (PERS). Benefits provided are detailed in separate publications. The City agrees to provide 3.0% at 50 Retirement Plan for eligible classic Safety employees in the Unit and the single-highest-year option.

Effective July 1, 2018, sworn classic employees will contribute 14.974% of their reportable salary to PERS.

- b) CalPERS PEPRA Employees:

- i) Individuals that have never been a member of any public retirement system prior to January 1, 2013, or
- ii) Individuals who moved between retirement systems with more than a six month break in service; and
- iii) In compliance with the California Public Employees' Pension Reform Act of 2013, (PEPRA), new members will receive a Local Miscellaneous benefit formula of 2% @ 62, Sworn will receive a benefit of 2.7% @ 55. Employees will contribute 50% of the normal cost as determined by CalPERS. The employee contribution from pay is on a pre-tax basis pursuant to 414(h)(2). Final compensation, for purposes of calculating the retirement benefit, is calculated on the highest average pensionable compensation earned by a member during a period of 36-consecutive months. This is also referred to as the 3-year average.

10) HOLIDAYS

12 Holidays per calendar year, as follows: New Year's Day, Martin Luther King, Lincoln's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day. In addition, City Hall will be closed for one week during the Christmas holidays during which employees are permitted to use vacation, personal holiday or sick leave in order not to lose compensation.

11) INSURANCE

The City provides short-term disability for non-sworn and long-term disability insurance for both as well as term life insurance in the amount of \$50,000

12) VEHICLE USE

The Chief of Police **will be provided with a** ~~is entitled to use a spare Captain's~~ vehicle for commuting to and from work within Santa Cruz County and for business purposes.

13) UNIFORM

Chief of Police: City will purchase the initial uniform at a cost not to exceed \$2,500. City will pay for reasonable cleaning of the uniform at a cost not to exceed \$250/yr.

14) POLICE CHIEF DEFFERED COMPENSATION

The City may make contributions to a 457 Deferred Compensation Account (or equivalent account as determined by the City Manager) up to 8.267% of employee's regular salary (not including Flex Credit, cell phone allowance, or other compensation.). These contributions shall not be considered pay rate or special compensation and are not to be reported to PERS as such.

15) POLICE CHIEF RECRUITMENT

The City Council shall approve the recruitment process for the Police Chief at a City Council meeting as recommended by the City Manager.

16) **ONE-TIME BONUS**

City Manager is authorized to issue to full-time employees covered by this agreement on June 28, 2018, a one-time \$1500.00 bonus, minus applicable taxes. The one-time bonus shall be paid the first full pay period after approval by the Capitola City Council.

Attachment: Exhibit A – Job Classes and Salary Schedule

**DEPARTMENT HEADS AND CHIEF OF POLICE
JOB CLASSES AND SALARY SCHEDULE**

EFFECTIVE July 1, 2018

Positions covered by Plan

Chief of Police
 Director of Public Works
 Director of Finance
 Community Development Director
 Administrative Services Director

Salary Schedule

POSITION	Minimum	Maximum
Chief of Police	\$ 11203	\$ 13,612
Department Heads	\$ 6,959	\$ 12,495

Salary: Cost of Living Adjustment (COLA)

a) COLA: Cost of Living Adjustment shall be as follows:

Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

Flexible Spending Arrangement Contribution:

The contribution for full-time regular employees is:

Effective 7/1/2018

Employee Only	\$800.00
Employee + 1	\$1,300.00
Employee +2 or more	\$1,700.00

Effective 7/1/2019

Employee Only	\$824.00
Employee + 1	\$1,339.00
Employee +2 or more	\$1,751.00

FOURTH AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT

This Third Amendment to City Manager Employment Agreement (“Third Amendment”) is entered into on June 28, 2018 with an effective date of July 1, 2018 (the “Effective Date”) by and between the City of Capitola, a municipal corporation (hereinafter referred to as “City”), and Jamie Goldstein, an individual (hereinafter referred to as “Employee”), and is intended to amend that particular City Manager Employment Agreement (the “Original Agreement”) dated July 12, 2010, as previously amended by that certain First Amendment to City Manager Employment Agreement (“First Amendment”) entered into on July 1, 2012, and that certain Second Amendment to City Manager Employment Agreement (“Second Amendment”) entered into on May 14, 2015, and that certain Third Amendment to City Manager Employment Agreement (“Second Amendment”) entered into on December 8, 2016 (the Original Agreement, First, Second, and Third Amendments are hereinafter referred to collectively as the “Agreement”).

Now, therefore City and Employee agree as follows:

1. Section 6—Salary of the Original Agreement is hereby amended to read as follows:

Section 6. Salary

A. Effective the first pay period after association ratification and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification shall be readjusted by 2.25%,

B. Effective the first full pay period of July 2019, the salary range for each classification shall be readjusted by 2.25%.

2. Section 9.A of the Original Agreement is hereby amended to read as follows:

Effective July 1, 2018, Miscellaneous classic employees will contribute 13.392% of their reportable salary to PERS.

3. Section 9.D shall be changed to 9.c and is hereby amended to read as follows:

Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, effective January 1, **2018 a \$133.00 per month contribution** will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA

minimum.

Effective Dates	Employee Only	Employee +1	Employee +2
First full pay period in July 2018 the monthly maximum contribution (inclusive of PEMCHA minimum)	\$800	\$1,300	\$1,700
First full pay period in July 2019	\$824	\$1,339	\$1,751

Employees who can verify to the City's satisfaction that: they have group health coverage for medical (including dental and vision), which will remain in effect until the next enrollment date **will be eligible for a cash payment of \$250.00 per month.** Employees who purchase a CalPERS Health Plan and dental and vision coverage, but do not use their entire monthly contribution, may use the remaining funds to purchase benefits other than medical (including dental and vision) coverage. (If a cash payment is taken, it is not included in the employee's compensation for the CalPERS retirement plan).

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

2. Except as hereinabove stated, all other terms and conditions of the Agreement remain in full force and effect, are hereby re-stated and are hereby incorporated herein by reference as if fully set forth.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the City Manager Employment Agreement the day and year written above.

Dated: _____

CITY OF CAPITOLA

By: _____
Michael Termini, Mayor

Dated: _____

EMPLOYEE

By: _____
Jamie Goldstein