

City of Capitola Agenda

Mayor: Kristen Petersen
Vice Mayor: Yvette Brooks
Council Members: Jacques Bertrand
Ed Bottorff
Sam Storey



CAPITOLA CITY COUNCIL REGULAR MEETING

THURSDAY, JANUARY 23, 2020

7:00 PM

CITY COUNCIL CHAMBERS
420 CAPITOLA AVENUE, CAPITOLA, CA 95010

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 Jacques Bertrand, Ed Bottorff, Yvette Brooks, Sam Storey, and Mayor Kristen Petersen

2. ADDITIONAL MATERIALS

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

3. ADDITIONS AND DELETIONS TO AGENDA

4. 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.

5. CITY COUNCIL / STAFF COMMENTS

City Council Members/Staff may comment on matters of a general nature or identify issues for staff response or future council consideration. No individual shall speak for more than two minutes.

6. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS

- A. Consider Appointments to the Finance Advisory Committee
RECOMMENDED ACTION: Council appointment of the business representative and determination of whether to make an individual appointment or extend recruitment.

7. 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 January 9, 2020, City Council Regular Meeting Minutes
RECOMMENDED ACTION: Approve minutes.
- B. Approval of City Check Registers Dated December 6, December 13, December 20 and December 27, 2019
RECOMMENDED ACTION: Approve check registers.
- C. Consider the Budget Calendar for the 2020/21 Fiscal Year
RECOMMENDED ACTION: Approve the Budget Calendar.

8. GENERAL GOVERNMENT / PUBLIC HEARINGS

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

- A. Overview of New State Requirements for Accessory Dwelling Units
RECOMMENDED ACTION: Accept staff presentation and provide general direction to the Planning Commission on the preferred approach for the new ordinance.
- B. Consider a New Photo Traffic Enforcement Contract
RECOMMENDED ACTION: Enter into a five-year contract with Verra Mobility, formerly American Traffic Solutions, for red light photo enforcement services and authorize the City Manager or designee to sign the agreement.
- C. Discuss Developing a Code of Conduct
RECOMMENDED ACTION: Form a City Council ad hoc subcommittee to work with staff to create a draft Code of Conduct policy for review by the full City Council.

9. ADJOURNMENT

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
January 23, 2020

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

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

Agenda and Agenda Packet Materials: The City Council Agenda and the complete Agenda Packet are available for review on the City’s website: www.cityofcapitola.org and at Capitola City Hall 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 Agendas/Videos.**” Archived meetings can be viewed from the website at any time.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 23, 2020

FROM: City Manager Department

SUBJECT: Consider Appointments to the Finance Advisory Committee

RECOMMENDED ACTION: Council appointment of the business representative and determination of whether to make an individual appointment or extend recruitment.

BACKGROUND/DISCUSSION: Finance Advisory Committee (FAC) business representative Toni Castro submitted her resignation in December 2019 and the Capitola-Soquel Chamber of Commerce has recommended Pete Cullen as the new representative (Attachment 1).

Additionally, at the December 19, 2019, City Council Reorganization meeting, Vice Mayor Yvette Brooks chose to serve on the FAC. That eliminated her need for an appointee and created an appointment for Council Member Jacques Bertrand. Recruitment had just closed as the agenda packet was being assembled and Council Member Bertrand will either announce an appointment or extend recruitment at the meeting.

FISCAL IMPACT: None

ATTACHMENTS:

1. Cullen Finance Application

Report Prepared By: Linda Fridy
City Clerk

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

1/15/2020



CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission
[Artist; Arts Professional; At Large Member]
Please circle category above
- Finance Advisory Committee
[Business Representative; At Large Member]
Please circle category above
- Commission on the Environment
- Historical Museum Board
- Architectural & Site Committee
[Architect; Landscape Architect; Historian]
Please circle category above
- Planning Commission
- Other Committee _____
- Check if applying as youth member to any board

Name: CULLEN PETUS
Last First

Residential Neighborhood: PLEASURE POINT

Occupation: REALTOR

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

PAST PRESIDENT FRIENDS OF SC PUBLIC LIBRARIES
DIRECTOR CAPITOLA SOUVENIR CHAMBER
DIRECTOR AND 2021 PRESIDENT BLECT SANTA CRUZ COUNTY ASSOCIATION OF REALTORS

(Use additional paper, if necessary)

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

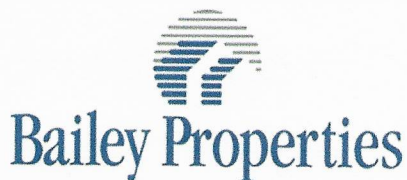
1-16-2020
Date

[Signature]
Signature of Applicant

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

All information contained in this page of the application is public data and will be made available for public review and copying for anyone requesting it, and may be posted on the website of the City of Capitola. All information in this page will be provided to the Capitola City Council in a public forum and will be reviewed in public. It will therefore be part of the public record.

Attachment: Cullen Finance Application (FAC appointments)



Pete Cullen

9119 Soquel Drive
Aptos, CA 95003
Cell: (831) 818-1662
pete@petecullen.com



SUMMARY Consistent top producer at Bailey Properties serving all of Santa Cruz County with a focus on coastal properties. With over 40 years of experience in our local housing industry I have the network and resources to get the job done with the least amount of hassle and in the shortest amount of time. Pete Cullen and Bailey Properties, two local names you can trust.

EDUCATION

Cabrillo College	Aptos, CA
A.A. 1974	
University of California, Santa Cruz	Santa Cruz, CA
B.A., Latin American Studies, 1992	

WORK EXPERIENCE

2008-Present	Realtor®, Broker Associate ~ Bailey Properties
2003-2008	Realtor®, Century 21 LAD
1991-2009	Licensed General Contractor, Pete Cullen Construction
1974-1991	Journeyman Carpenter

COMMUNITY SERVICE

2017- Term	2021 President Elect, Santa Cruz Association of Realtors Education Committee Chair /Budget & Finance Committee
1992-Present	Volunteer, Santa Cruz Longboard Union Raising Money for Local Charities
2010-2015	Board Member, Friends of Santa Cruz Public Libraries President of Board of Directors
2008-2010	Court Appointed Special Advocate, CASA Helping Kids in Foster Care System

AWARDS

2012 - 2018 Bailey Properties Top Sales Producer
Silver Circle and Circle of Champions
2016 SC County Association of Realtors ~ Realtor of the Year
2021 SC County Association of Realtors ~ President Elect

DESIGNATIONS

GRI - Graduate Realtor® Institute
E-Pro – Internet Marketing Specialist
SRES – Senior Residential Specialist

INTERESTS Active with my church community as a choir member and lector, enjoy surfing, mountain biking, golf, tennis, cooking, wine tasting, writing poetry, spending time with my niece and nephew and my extended family.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 23, 2020

FROM: City Manager Department

SUBJECT: Consider the January 9, 2020, 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 January 9, 2020.

ATTACHMENTS:

1. 1-9 draft minutes

Report Prepared By: Linda Fridy
City Clerk

Reviewed and Forwarded by:

A handwritten signature in black ink, appearing to be "J. Goldstein".

Jamie Goldstein, City Manager

1/15/2020

**DRAFT
CAPITOLA CITY COUNCIL
REGULAR MEETING MINUTES
THURSDAY, JANUARY 9, 2020**

Mayor Petersen called the meeting to order at 5:30 p.m. with the following in attendance:

Council Member Jacques Bertrand: Present; Council Member Ed Bottorff: Present; Council Member Sam Storey: Present; Vice Mayor Yvette Brooks: Present; Mayor Kristen Petersen: Present.

There were no members of the public present and the Council adjourned to the City Manager's Office to discuss the following items in closed session:

CONFERENCE WITH LABOR NEGOTIATOR [Govt. Code § 54957.6]

Negotiators: Larry Laurent, Samantha Zutler

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

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Initiation of litigation pursuant to Gov't Code § 54956.9(d)(4).

(One potential case)

LIABILITY CLAIMS [Gov't Code § 54956.95]

Claimant: Stacy Austin

Agency claimed against: City of Capitola

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL – 7 PM

1. PLEDGE OF ALLEGIANCE

2. REPORT ON CLOSED SESSION

City Attorney Samantha Zutler reported that Council discussed the listed items and provided direction. The claim will be voted on later on the consent calendar.

3. ADDITIONAL MATERIALS - None

4. ADDITIONS AND DELETIONS TO AGENDA - None

5. PUBLIC COMMENTS

Cherie McCoy addressed the redevelopment of Capitola Mall.

Carin Hanna invited the community to the Business Improvement Area's (BIA) February 8 Sip and Stroll, which benefits the Capitola Foundation for CPR training and Capitola Parks and Recreation. All Business Improvement Area events support local nonprofits.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
January 9, 2020

6. CITY COUNCIL / STAFF COMMENTS

Council Member Brooks invited the community to five-year strategic plan release events for the County Office of Education on January 21 and January 28.

Council Member Sam Storey noted today is law enforcement appreciation day and thanked the members of Capitola Police for their service.

Council Member Bertrand encouraged participation in the Recreation Division and Regional Transportation Commission surveys.

Council Member Bottorff announced he will miss a few regular meetings through March 26.

7. CONSENT CALENDAR

MOTION:	APPROVE OR REJECT AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Sam Storey, Council Member
AYES:	Bottorff, Bertrand, Storey, Petersen, Brooks

A. Consider the December 19, 2019, City Council Regular Meeting Minutes
RECOMMENDED ACTION: Approve minutes.

B. Liability Claim of Stacy Austin [Claims Binder]
RECOMMENDED ACTION: Reject liability claim.

8. GENERAL GOVERNMENT / PUBLIC HEARINGS

A. Consider Contracts with the City of Santa Cruz Marine Safety Division for Beach Lifeguard Services and with Central Fire Protection District for Lifeguard Training Services

RECOMMENDED ACTION: Authorize the City Manager to sign one-year contracts in an amount not to exceed \$91,500 with the City of Santa Cruz Marine Safety Division and \$13,000 with Central Fire Protection District.

Recreation Supervisor Nikki Bryant LeBlond presented the staff report, noting there are two different contracts and fire departments involved. Plans to transition to Central Fire Protection District for all services were delayed by its consolidation with Aptos/La Selva Beach Fire District.

There was no public comment.

MOTION:	AUTHORIZE THE CONTRACTS AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sam Storey, Council Member
SECONDER:	Yvette Brooks, Vice Mayor
AYES:	Bottorff, Bertrand, Storey, Petersen, Brooks

B. Report on Damage Sustained on the Capitola Wharf
RECOMMENDED ACTION: Receive a report on the January 1, 2020, damage to

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
January 9, 2020

the Capitola Wharf; ratify emergency actions taken to protect the wharf; if necessary, approve additional emergency actions to facilitate repairs to the wharf; and authorize associated expenditures from Measure F funding.

Public Works Director Steve Jesberg presented the staff report. Emergency repairs from the January 1 damage have been completed with a steel beam and a safety railing installed. It reopened January 9. Estimated costs are \$25,000 to date. The broken pilings need replacement and the landing rebuilt. Inspections will still be required. No additional action is required at this time.

In public comment, Willie Case, owner of the Wharf House, thanked Director Jesberg and his staff for their expedient work to reopen the wharf.

Council encouraged staff to include work from the larger wharf improvement project as allowed and directed that any new pile should be of the type planned for the repairs.

MOTION:	RATIFY EMERGENCY ACTIONS AND AUTHORIZE ASSOCIATED EXPENDITURES FROM MEASURE F.
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ed Bottorff, Council Member
SECONDER:	Jacques Bertrand, Council Member
AYES:	Bottorff, Bertrand, Storey, Petersen, Brooks

C. Consider Items for a Municipal Code Title 2 Administration Cleanup Ordinance
RECOMMENDED ACTION: Provide direction.

The City Clerk presented the staff report, requesting direction for the removal process for planning commissioners, how referrals to advisory bodies should be handled, and whether to retain language allowing board and commission chairs the right to unilaterally place an item on a Council agenda. Council also requested including a process for removal of a mayor.

Council supported creating two options for planning commissioner removal: by the appointing Council member or by majority action of the Council. There was extended debate over whether it should require a regular or super majority to remove either a planning commissioner or a mayor, and if a supermajority is preferred, is it of the members present or of the total Council membership.

Council held a lengthy discussion about referrals to an advisory body. Some members see referrals and requests as synonymous while others said asking a body if it wishes to review an item is a different action. The majority supported requiring a referral to be agendized by a vote of the Council.

Council unanimously supported removing language allowing advisory chairs to place items on Council agendas.

RESULT:	DIRECTION PROVIDED
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Attachment: 1-9 draft minutes (Approval of City Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
January 9, 2020

D. Annual Donations Report

RECOMMENDED ACTION: Receive the donations and contributions report.

Finance Director Jim Malberg presented the staff report. He noted many of the Art & Cultural programs, such as concerts and movies, are supported annually by local business donations. The library paver program has also been very successful.

RESULT: RECEIVED REPORT

9. **ADJOURNMENT**

The meeting adjourned at 8:52 p.m.

Kristen Petersen, Mayor

ATTEST:

Linda Fridy, City Clerk

DRAFT

Attachment: 1-9 draft minutes (Approval of City Council Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 23, 2020

FROM: Finance Department

SUBJECT: Approval of City Check Registers Dated December 6, December 13, December 20 and December 27, 2019

RECOMMENDED ACTION: Approve check registers.

Account: City Main				
Date	Starting Check #	Ending Check #	Payment Count	Amount
12/06/2019	94386	94464	83	\$234,502.58
12/13/2019	94465	94514	55	\$252,078.44
12/20/2019	94515	94593	79	\$250,135.48
12/27/2019	94594	94599	11	\$100,586.99

The main account check register dated November 29, 2019, ended with check #94385.

Account: Library				
Date	Starting Check #	Ending Check #	Payment Count	Amount
12/06/2019	163	164	2	\$334,226.25
12/13/2019	165	166	2	\$ 8,175.23
12/20/2019	167	169	3	\$719,312.69

The library account check register dated November 22, 2019, ended with check #162.

Account: Payroll				
Date	Starting Check #	Ending Check #	Payment Count	Amount
12/06/2019	5638	5641	100	\$174,666.96
12/20/2019	5642	5644	99	\$170,419.38

The payroll account check register dated November 22, 2019, ended with check #5637.

Following is a list of payments issued for more than \$10,000 and descriptions of the expenditures:

Check/ EFT	Issued to	Dept	Description	Amount
94394	Burke Williams & Sorensen	CM	October city attorney services	\$ 16,605.52
94416	Kimley Horn and Associates	PW	Brommer Street project and	\$ 12,178.02

Approval of City Check Registers
January 23, 2020

			grant funded traffic signal adaptive control services	
94437	Pacific Gas and Electric	PW	November gas and electricity	\$ 13,379.46
864	CalPERS Health Insurance	CM	December health insurance	\$ 64,194.75
865	CalPERS Member Services	CM	PERS contributions PPE 11/16/19	\$ 54,009.63
163	John F. Otto Inc. Escrow	PW	October library construction retainer	\$ 16,711.31
164	Otto Construction Inc.	PW	October library construction services	\$317,514.94
94485	JHS Consulting LLC	CDD	October and November mall project management and environmental consulting	\$ 29,289.04
94499	RRM Design Group	CDD	October Mall architectural design consulting	\$ 11,396.83
94500	Safety Striping Service	PW	41 st Avenue striping services	\$ 28,596.35
866	IRS	FN	Federal taxes & Medicare PPE 11/30/19	\$ 29,207.35
870	CalPERS Member Services	CM	PERS contributions PPE 11/30/19	\$ 53,412.83
94548	Moffatt and Nichol	PW	Wharf design, permitting, meetings, reimbursable expenses	\$ 15,258.71
94550	Pacific Gas and Electric	PW	December gas and electricity	\$ 13,993.47
94558	Santa Cruz County Department of Public Works	PW	Slurry seal on Thompson and Bulb Avenues	\$ 19,157.60
94560	Santa Cruz Regional 911	PD	Regional 911 3 rd quarter contribution	\$123,176.75
168	John F. Otto Inc. Escrow	PW	November library retainer	\$ 35,938.63
169	Otto Construction Inc.	PW	November library construction services	\$682,834.06
872	CalPERS Member Services	CM	PERS contributions PPE 12/14/19	\$ 51,896.82
874	IRS	FN	Federal taxes & Medicare PPE 12/14/19	\$ 29,071.54

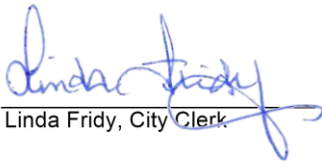
ATTACHMENTS:

1. 12/06/19 City Check Register
2. 12/13/19 City Check Register
3. 12/20/19 City Check Register
4. 12/27/19 City Check Register

Report Prepared By: Maura Herlihy
Accountant I

Approval of City Check Registers
January 23, 2020

Reviewed and Forwarded by:

A handwritten signature in blue ink, appearing to read "Linda Fridy", is written over a horizontal line.

Linda Fridy, City Clerk

1/16/2020

City main account checks dated December 6, 2019, numbered 94386 to 94464 plus 4 EFTs, totaling \$234,502.58, 2 library account checks, totaling \$334,226.25, and 100 payroll account checks, totaling \$174,666.96, for a grand total of \$743,395.79 have been reviewed and authorized for distribution by the City Manager.

As of December 6, 2019, the unaudited cash balance is \$2,760,900.81.

CASH POSITION - CITY OF CAPITOLA 12/6/19

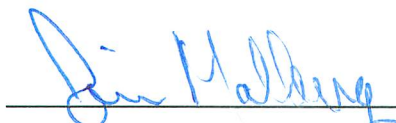
	<u>Net Balance</u>
General Fund	\$ (2,234,473.18)
Payroll Payables	\$ 143,352.64
Contingency Reserve Fund	\$ 2,036,345.66
Facilities Reserve Fund	\$ 434,485.06
Capital Improvement Fund	\$ 1,642,494.80
Stores Fund	\$ 46,933.34
Information Technology Fund	\$ 183,141.47
Equipment Replacement	\$ 322,780.16
Self-Insurance Liability Fund	\$ 32,389.63
Workers' Comp. Ins. Fund	\$ 209,152.04
Compensated Absences Fund	\$ (55,700.81)
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$ 2,760,900.81</u>

The Emergency Reserve Fund balance is \$1,344,205.54 (not included above).

The PERS Contingency Fund balance is \$887,115.62 (not included above).

The Library Fund balance is \$5,157,759.55 (not included above).


 _____ 12/10/19
 Jamie Goldstein, City Manager Date


 _____ 12/10/19
 Jim Malberg, City Treasurer Date

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94386	12/06/2019			ADRIENNE HARRELL	\$728.00
	Invoice	Date	Description		Amount
	AH120219	12/02/2019	Instructor payment		\$728.00
94387	12/06/2019			AFLAC	\$1,617.10
	Invoice	Date	Description		Amount
	348648	11/25/2019	November supplemental insurance 1001 - Payroll Payables		\$1,617.10
94388	12/06/2019			ALLSAFE LOCK COMPANY	\$27.45
	Invoice	Date	Description		Amount
	52132	11/22/2019	Cam locks, cams		\$20.71
	52134	11/25/2019	Keys, id tags		\$6.74
94389	12/06/2019			AUTHENTIC APPROACH	\$2,525.00
	Invoice	Date	Description		Amount
	11011	12/01/2019	BIA communication and marketing management services 1321 - Capitola Village BIA		\$2,525.00
94390	12/06/2019			AUTOMATION TEST ASSOCIATES	\$40.00
	Invoice	Date	Description		Amount
	47962	11/22/2019	November wharf meter reading 1311 - Wharf		\$40.00
94391	12/06/2019			AXCIENT	\$125.00
	Invoice	Date	Description		Amount
	FY19INEFI033423	11/30/2019	November AppAssure storage 2211 - ISF - Info Tech		\$125.00
94392	12/06/2019			BOBBY'S PIT STOP INC.	\$566.16
	Invoice	Date	Description		Amount
	0366707	11/26/2019	2011 Chevy Tahoe TPMS sensors replaced		\$566.16
94393	12/06/2019			BROWNELLS INC	\$806.67
	Invoice	Date	Description		Amount
	18335737.00	11/21/2019	Range supplies		\$806.67

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94394	12/06/2019			BURKE WILLIAMS AND SORENSEN LLP	\$16,605.52
	Invoice	Date	Description		Amount
	248010	11/26/2019	October city attorney planning services		\$468.00
	248009	11/26/2019	October city attorney litigation services		\$2,736.75
	248008	11/26/2019	October city attorney code enforcement services		\$1,300.00
	248007	11/26/2019	October city attorney mail services		\$1,275.00
	248006	11/26/2019	October city attorney services		\$10,435.77
	248005	11/26/2019	Labor and employment attorney services		\$390.00
94395	12/06/2019			C AND N TRACTORS	\$29.07
	Invoice	Date	Description		Amount
	33332W	11/20/2019	Hitch pin, forged hitch		\$29.07
94396	12/06/2019			CALE AMERICA INC.	\$1,829.00
	Invoice	Date	Description		Amount
	157251	11/30/2019	November active meters		\$1,829.00
94397	12/06/2019			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,779.00
	Invoice	Date	Description		Amount
	POA112219	11/22/2019	POA and gym dues PPE 11/16/19 1001 - Payroll Payables		\$1,779.00
94398	12/06/2019			CASEY PRINTING	\$5,096.31
	Invoice	Date	Description		Amount
	40322011	11/15/2019	Recreation winter brochure		\$5,096.31
94399	12/06/2019			CODE PUBLISHING COMPANY INC	\$359.50
	Invoice	Date	Description		Amount
	65313	11/15/2019	Municipal code web update		\$359.50
94400	12/06/2019			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$752.50
	Invoice	Date	Description		Amount
	2706	09/19/2019	August televised public meetings		\$752.50
94401	12/06/2019			COUNTY OF SANTA CRUZ	\$5,000.00
	Invoice	Date	Description		Amount
	01	12/03/2019	2020 census funding		\$5,000.00
94402	12/06/2019			ECS IMAGING INC.	\$9,292.00
	Invoice	Date	Description		Amount
	14602	12/02/2019	Annual laserfiche renewal 2211 - ISF - Info Tech		\$9,292.00

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94403	12/06/2019			EWING IRRIGATION	\$161.53
	Invoice	Date	Description		Amount
	8700713	11/14/2019	Esplanade bathrooms PVC parts		\$161.53
94404	12/06/2019			FIRST SECURITY	\$382.50
	Invoice	Date	Description		Amount
	IN-0025147	12/02/2019	December esplanade patrol service		\$382.50
94405	12/06/2019			FIRST SECURITY	\$356.42
	Invoice	Date	Description		Amount
	IN-0025146	12/02/2019	December skate park patrol service		\$356.42
94406	12/06/2019			FLYERS ENERGY LLC	\$4,192.30
	Invoice	Date	Description		Amount
	CFS-2124590	11/30/2019	Fuel		\$55.20
	19-016381	11/14/2019	360 gallons gasoline		\$1,545.07
	19-020967	11/22/2019	159 gallons diesel		\$672.88
	19-020968	11/22/2019	456 gallons gasoline		\$1,919.15
94407	12/06/2019			FRED MENG AUDIO VISUAL SERVICES	\$375.00
	Invoice	Date	Description		Amount
	FM120319	12/03/2019	Movie night projectionist, sound system		\$375.00
94408	12/06/2019			GALLS LLC	\$426.66
	Invoice	Date	Description		Amount
	014320824	11/21/2019	Boots		\$139.48
	014257107	11/14/2019	Boots		\$147.15
	014149816	11/03/2019	Uniform polo, stinger LED light		\$222.82
	014239208	11/12/2019	Return tactical plate		(\$82.79)

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94409	12/06/2019			HOME DEPOT CREDIT SERVICES	\$1,345.25
	Invoice	Date	Description		Amount
	1612858	11/18/2019	Trowel, ratchet wrench set, framing hammer, sakrete		\$119.43
	5620473	11/14/2019	Sharkbite couplings		\$17.33
	4612562	11/15/2019	Pipe wrap tape orbit, pipe thread seal tape		\$11.15
	9621181	11/20/2019	LED light sets, extension cord, cable ties		\$188.34
	6010738	11/13/2019	DeWalt compact router, lumber, countersinks		\$263.19
	9011363	11/20/2019	Dremel 5 piece cutting kit, 6 inch rasp		\$41.37
	8081300	11/21/2019	Graffiti paint, 9 piece brush set		\$15.40
	8621347	11/21/2019	P-trap, ABS trap adapter, ABS pipe, hand sanitizer		\$18.25
	8635353	11/21/2019	DeWalt 14 piece black oxide set, feed garbage dispenser		\$129.68
	9613081	11/20/2019	Village LED lights		\$119.81
	1634714	11/18/2019	Trigger clamps		\$38.12
	1634756	11/18/2019	Clearweld		\$10.20
	8613171	11/21/2019	Memorial bench wood putty		\$4.01
	4634160	11/15/2019	Utility blades, tape, no parking sign		\$15.10
	4010874	11/15/2019	Lumber, screws, 14 piece oxide set, countersinks		\$91.84
	2622099	11/27/2019	Tension tool, seal tape, pipe fittings		\$74.44
	3613766	11/26/2019	Tube cutters, couplings, copper wire, brushes		\$120.26
	3630654	11/26/2019	Deburring tool, couplings		\$34.63
	7641765	11/22/2019	Stops rust paint		\$13.01
	8641696	11/21/2019	Rodent control		\$17.12
	4613697	11/25/2019	Lock nuts		\$2.57
94410	12/06/2019			HUB INTERNATIONAL	\$416.18
	Invoice	Date	Description		Amount
	HUB113019	12/02/2019	November community center event insurance		\$416.18
94411	12/06/2019			HUMBOLDT PETROLEUM LLC	\$52.00
	Invoice	Date	Description		Amount
	088746	11/15/2019	November car wash service		\$52.00
94412	12/06/2019			INTERSTATE BATTERY SYSTEM OF SAN JOSE INC	\$427.94
	Invoice	Date	Description		Amount
	50281961	11/20/2019	Parking meter batteries		\$427.94
94413	12/06/2019			JANICE THERESA ENSMINGER	\$192.40
	Invoice	Date	Description		Amount
	JE120219	12/02/2019	Instructor payment		\$192.40
94414	12/06/2019			KATHY D'ANGELO	\$175.00
	Invoice	Date	Description		Amount
	000V-11192019	11/21/2019	Museum video editing and conversion services		\$175.00

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94415	12/06/2019			KBA Document Solutions LLC	\$679.96
	Invoice	Date	Description		Amount
	55Y1042632	12/03/2019	November City Hall copier usage charges		\$480.94
	55Y1042631	12/03/2019	November City Hall & Recreation copier usage charges		\$151.36
	55Y1039534	11/25/2019	November recreation copier usage charges		\$14.21
	55Y1038196	11/23/2019	November City Hall copier usage charges		\$33.45
			1000 - General Fund	\$40.64	
			2211 - ISF - Info Tech	\$639.32	
94416	12/06/2019			KIMLEY HORN AND ASSOCIATES INC	\$12,178.02
	Invoice	Date	Description		Amount
	15080690	10/31/2019	Brommer Street construction documents and project management		\$9,437.50
	097763118-1019	11/18/2019	Traffic Signal Adaptive Control services - Air Board Grant		\$2,740.52
			1200 - Capital Impr	\$2,740.52	
			1309 - RTC Streets	\$9,437.50	
94417	12/06/2019			KINGS PAINT AND PAPER INC.	\$193.14
	Invoice	Date	Description		Amount
	A0291025	11/04/2019	Street curb paint		\$193.14
94418	12/06/2019			LIUNA PENSION FUND	\$1,075.20
	Invoice	Date	Description		Amount
	DR0486	11/22/2019	November LIUNA pension dues		\$1,075.20
			1001 - Payroll Payables		
94419	12/06/2019			MISSION PRINTERS	\$388.68
	Invoice	Date	Description		Amount
	60146	11/26/2019	Printed envelopes		\$160.09
	60145	11/26/2019	Printed window envelopes		\$228.59
			2210 - ISF - Stores Fund		
94420	12/06/2019			PALACE BUSINESS SOLUTIONS	\$43.69
	Invoice	Date	Description		Amount
	560198-0	11/21/2019	Labels		\$43.69
			2210 - ISF - Stores Fund		
94421	12/06/2019			PITNEY BOWES	\$147.15
	Invoice	Date	Description		Amount
	1014421257	11/26/2019	Recreation postage machine rental		\$147.15

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City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94422	12/06/2019			PREFERRED BENEFIT INSURANCE ADMIN.	\$5,873.10
	Invoice	Date	Description		Amount
	EIA30324	11/22/2019	November dental and vision insurance		\$5,873.10
			1000 - General Fund	\$61.20	
			1001 - Payroll Payables	\$5,811.90	
94423	12/06/2019			T MOBILE	\$195.68
	Invoice	Date	Description		Amount
	20191120	11/21/2019	November cell phone usage		\$195.68
94424	12/06/2019			UNITED WAY OF SANTA CRUZ COUNTY	\$30.00
	Invoice	Date	Description		Amount
	UW113019	11/30/2019	November United Way employee contributions		\$30.00
			1001 - Payroll Payables		
94425	12/06/2019			UPEC LIUNA LOCAL 792	\$1,140.00
	Invoice	Date	Description		Amount
	UPEC110419	11/04/2019	November UPEC dues		\$1,140.00
			1001 - Payroll Payables		
94426	12/06/2019			US BANK PARS Acct 6746022400	\$444.76
	Invoice	Date	Description		Amount
	PARS112219	11/22/2019	PARS contributions PPE 11/16/19		\$444.76
			1001 - Payroll Payables		
94427	12/06/2019			VISIT SANTA CRUZ COUNTY	\$1,700.00
	Invoice	Date	Description		Amount
	12629	11/14/2019	BIA featured business advertising		\$1,700.00
			1321 - Capitola Village BIA		
94428	12/06/2019			Emmy Mitchell Lynn	\$123.09
	Invoice	Date	Description		Amount
	EML112719	11/27/2019	Museum wall calendars (10)		\$123.09
94429	12/06/2019			LABORMAX STAFFING	\$1,076.30
	Invoice	Date	Description		Amount
	26-115035	11/22/2019	Seasonal labor 11/16 - 11/22		\$1,076.30
94430	12/06/2019			LUXLAUNDER	\$964.66
	Invoice	Date	Description		Amount
	LL102519	10/25/2019	Uniform cleaning		\$866.10
	LL111219	11/12/2019	PD mat service		\$98.56

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94431	12/06/2019			MALLORY SAFETY AND SUPPLY LLC	\$1,163.06
	Invoice	Date	Description		Amount
	4744774	11/15/2019	Rain jackets (4)		\$461.15
	4744775	11/15/2019	Rain jackets (6)		\$701.91
94432	12/06/2019			MAURA HERLIHY	\$212.64
	Invoice	Date	Description		Amount
	MH091919	12/05/2019	GFOA training reimbursement		\$212.64
94433	12/06/2019			MICHELE FAIA	\$910.00
	Invoice	Date	Description		Amount
	MF120219	12/02/2019	Instructor payment		\$910.00
94434	12/06/2019			MID COUNTY AUTO SUPPLY	\$147.35
	Invoice	Date	Description		Amount
	MID-580922	11/22/2019	Air hose reel		\$125.95
	MID-585218	11/26/2019	Gauge, starting fluid		\$21.40
94435	12/06/2019			MISSION LINEN SUPPLY	\$241.33
	Invoice	Date	Description		Amount
	511216572	11/20/2019	Corp. yard linen service, mats, towels		\$90.95
	511216571	11/20/2019	Fleet linen service		\$36.16
	511265138	11/27/2019	Fleet linen service		\$36.16
	511195970	11/18/2019	Community Center mop and mat service		\$78.06
94436	12/06/2019			MONTEREY BAY ANALYTICAL SERVICES INC	\$560.00
	Invoice	Date	Description		Amount
	191022-11	10/30/2019	2019 storm drain debris testing		\$500.00
	191127-06	12/02/2019	Sea water testing		\$60.00
94437	12/06/2019			PACIFIC GAS & ELECTRIC	\$13,379.46
	Invoice	Date	Description		Amount
	PGE111919-acc19	11/19/2019	November gas and electric		\$13,379.46
			1000 - General Fund	\$3,632.30	
			1300 - Supl Law Enfc	\$262.45	
			1310 - Gas Tax	\$7,258.51	
			1311 - Wharf	\$2,226.20	
94438	12/06/2019			PALACE BUSINESS SOLUTIONS	\$176.08
	Invoice	Date	Description		Amount
	560626-0	11/25/2019	Envelopes, paper		\$114.52
	560665-0	11/25/2019	Address labels		\$22.65
	9655402-0	11/19/2019	Pens		\$9.89
	9656167-0	11/21/2019	Markers, hooks, post-it notes		\$29.02

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City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94439	12/06/2019			PAULA BLISS	\$639.60
	Invoice	Date	Description		Amount
	PB120219	12/02/2019	Instructor payment		\$639.60
94440	12/06/2019			PETERSON CATERPILLAR	\$32.77
	Invoice	Date	Description		Amount
	PC080174408	11/07/2019	Filter lubricant		\$32.77
94441	12/06/2019			PHOENIX GROUP INFORMATION SYSTEMS	\$6,349.10
	Invoice	Date	Description		Amount
	102019070	11/15/2019	October citation processing		\$6,349.10
94442	12/06/2019			PRAXAIR DISTRIBUTION INC.	\$96.25
	Invoice	Date	Description		Amount
	93155473	11/20/2019	Stargold tank rental		\$96.25
94443	12/06/2019			QUILL CORPORATION	\$66.13
	Invoice	Date	Description		Amount
	2794910	11/20/2019	Wall mount sign holders		\$15.38
	2714877	11/15/2019	Name plate, sign holder, scissors, tape, pens		\$34.63
	2830962	11/21/2019	Name plate		\$16.12
94444	12/06/2019			S&S WORLDWIDE INC.	\$45.75
	Invoice	Date	Description		Amount
	IN100251961	08/29/2019	Kickball, basketballs		\$45.75
94445	12/06/2019			SAN LORENZO LUMBER	\$202.37
	Invoice	Date	Description		Amount
	55-0504926	11/19/2019	Village trees lag screws, washers		\$7.22
	55-0503112	11/12/2019	Memorial bench lumber		\$35.96
	55-0503782	11/14/2019	Skate park lumber		\$159.19
94446	12/06/2019			SANDY MARRUJO	\$327.60
	Invoice	Date	Description		Amount
	SM112519	11/25/2019	Instructor payment		\$327.60
94447	12/06/2019			SANTA CRUZ COUNTY INFORMATION SERVICES	\$633.68
	Invoice	Date	Description		Amount
	SCC112219	11/22/2019	December open query scan charges		\$633.68
94448	12/06/2019			SANTA CRUZ SIGNS	\$157.50
	Invoice	Date	Description		Amount
	301390	12/02/2019	Event banners		\$157.50

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94449	12/06/2019			SKATEDOGS	\$1,115.40
	Invoice	Date	Description		Amount
	SD120219	12/02/2019	Instructor payment		\$1,115.40
94450	12/06/2019			STATE STEEL COMPANY	\$525.59
	Invoice	Date	Description		Amount
	125953	11/18/2019	Sheet metal, tubing		\$525.59
94451	12/06/2019			SUMMIT UNIFORMS	\$326.66
	Invoice	Date	Description		Amount
	63651	11/21/2019	533 jacket		\$326.66
94452	12/06/2019			SWANK MOTION PICTURES INC.	\$930.00
	Invoice	Date	Description		Amount
	RG1672979	11/26/2019	Movie rentals for January and February movie nights		\$930.00
94453	12/06/2019			THE HOME DEPOT PRO	\$700.01
	Invoice	Date	Description		Amount
	521313387	11/08/2019	Janitorial supplies		\$700.01
94454	12/06/2019			THE PAINTED CORK LLC	\$214.50
	Invoice	Date	Description		Amount
	TPC112519	11/25/2019	Instructor payment		\$214.50
94455	12/06/2019			THIRD DEGREE COMMUNICATIONS INC.	\$375.00
	Invoice	Date	Description		Amount
	8011	11/29/2019	530 crime scene fundamentals class		\$375.00
94456	12/06/2019			TRANSPARENT GLASS COATINGS INC.	\$1,260.00
	Invoice	Date	Description		Amount
	10596	11/13/2019	PD window security mirroring		\$1,260.00
94457	12/06/2019			TRENISE POT	\$2,365.35
	Invoice	Date	Description		Amount
	TP120219	12/02/2019	Instructor payment		\$2,365.35
94458	12/06/2019			UNITED PARCEL SERVICE	\$12.54
	Invoice	Date	Description		Amount
	0000954791479	11/23/2019	Document shipping		\$12.54
94459	12/06/2019			WATSONVILLE BLUEPRINT	\$26.05
	Invoice	Date	Description		Amount
	89217	11/18/2019	Capitola village scans, emailing drawings, delivery charges		\$26.05

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94460	12/06/2019			YOLOXOCHITL HUNTER	\$96.20
	Invoice	Date	Description		Amount
	YH120219	12/02/2019	Instructor payment		\$96.20
94461	12/06/2019			Lisa Ramirez	\$87.00
	Invoice	Date	Description		Amount
	222126447	11/21/2019	Citation refund (paid twice)		\$87.00
94462	12/06/2019			Lynn Card Company	\$45.20
	Invoice	Date	Description		Amount
	2191118-017	11/25/2019	PD holiday card		\$45.20
94463	12/06/2019			Miya Menezes Cooper	\$72.00
	Invoice	Date	Description		Amount
	222126339	11/21/2019	Citation refund		\$72.00
94464	12/06/2019			Thomas Hiltner	\$100.00
	Invoice	Date	Description		Amount
	2003854.002	11/25/2019	Community Center rental security deposit refund		\$100.00
Type Check Totals:					\$115,527.06
<u>EFT</u>					
862	12/05/2019			EMPLOYMENT DEVELOPMENT DEPT	\$172.64
	Invoice	Date	Description		Amount
	0-475-165-632	12/05/2019	State taxes employee final check 1001 - Payroll Payables		\$172.64
863	12/05/2019			INTERNAL REVENUE SERVICE	\$598.50
	Invoice	Date	Description		Amount
	94212214	12/05/2019	Federal tax & Medicare for employee final check 1001 - Payroll Payables		\$598.50
864	12/04/2019			CalPERS Health Insurance	\$64,194.75
	Invoice	Date	Description		Amount
	1001456515	12/04/2019	December health insurance 1000 - General Fund \$2,790.46 1001 - Payroll Payables \$61,404.29		\$64,194.75
865	12/04/2019			CalPERS Member Services Division	\$54,009.63
	Invoice	Date	Description		Amount
	1001456686-9	12/04/2019	PERS contributions PPE 11/16/19 1000 - General Fund (\$0.16) 1001 - Payroll Payables \$54,009.79		\$54,009.63
Type EFT Totals:					\$118,975.52

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City Checks Issued December 6, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
Library - Library					
163	12/06/2019			JOHN F OTTO INC ESCROW NO 02-701154	\$16,711.31
	Invoice	Date	Description		Amount
	13327retention	11/15/2019	October library construction retainer 1360 - Library Fund		\$16,711.31
164	12/06/2019			OTTO CONSTRUCTION INC.	\$317,514.94
	Invoice	Date	Description		Amount
	13327	11/15/2019	October library construction services 1360 - Library Fund		\$317,514.94
Type Check Totals:					\$334,226.28

	Count	Total
CITY - Main City Totals		
Checks	79	\$115,527.00
EFTs	4	\$118,975.50
All	83	\$234,502.50
Library - Library Totals		
Checks	2	\$334,226.28
EFTs	0	\$0.00
All	2	\$334,226.28
WELLS - Payroll Totals		
Checks	4	\$6,722.00
EFTs	96	\$167,944.90
All	100	\$174,666.90
Grand Totals:		
Checks	85	\$456,475.30
EFTs	100	\$286,920.40
All	185	\$743,395.70

Attachment: 12/06/19 City Check Register (Approval of City Check Registers)

City main account checks dated December 13, 2019, numbered 94465 to 94514 plus 5 EFTs, totaling \$252,078.44, and 2 library account checks, totaling \$8,175.23, for a grand total of \$260,253.67, have been reviewed and authorized for distribution by the City Manager.

As of December 13, 2019, the unaudited cash balance is \$2,750,411.37.

CASH POSITION - CITY OF CAPITOLA 12/13/19

	<u>Net Balance</u>
General Fund	\$ (2,130,636.92)
Payroll Payables	\$ 39,695.48
Contingency Reserve Fund	\$ 2,036,345.66
Facilities Reserve Fund	\$ 434,485.06
Capital Improvement Fund	\$ 1,633,033.80
Stores Fund	\$ 46,696.18
Information Technology Fund	\$ 182,171.09
Equipment Replacement	\$ 322,780.16
Self-Insurance Liability Fund	\$ 32,389.63
Workers' Comp. Ins. Fund	\$ 209,152.04
Compensated Absences Fund	\$ (55,700.81)
TOTAL UNASSIGNED GENERAL FUNDS	\$ 2,750,411.37

The Emergency Reserve Fund balance is \$1,344,205.54 (not included above).

The PERS Contingency Fund balance is \$887,115.62 (not included above).

The Library Fund balance is \$5,149,935.16 (not included above).


 _____ 12/16/19
 Jamie Goldstein, City Manager Date


 _____ 12/13/19
 Jim Malberg, City Treasurer Date

Attachment: 12/13/19 City Check Register (Approval of City Check Registers)

City of Capitola

City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94465	12/13/2019			ADT SECURITY SERVICES INC.	\$247.28
	Invoice	Date	Description		Amount
	ADT112919	11/29/2019	December Corp. yard & museum ADT monitoring		\$247.28
94466	12/13/2019			AVENU MUNISERVICES	\$1,500.00
	Invoice	Date	Description		Amount
	INV06-007591	11/30/2019	CAFR statistical section reports		\$1,500.00
94467	12/13/2019			B & B SMALL ENGINE REPAIR	\$27.93
	Invoice	Date	Description		Amount
	434169	12/02/2019	Tank cap, plastic sheath		\$27.93
94468	12/13/2019			BECKY ADAMS	\$360.75
	Invoice	Date	Description		Amount
	BA120919	12/09/2019	Instructor payment		\$360.75
94469	12/13/2019			CALIFORNIA GREY BEARS INC.	\$2,700.00
	Invoice	Date	Description		Amount
	GB121019	12/10/2019	Recycling services January - June 2020		\$2,700.00
94470	12/13/2019			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,769.00
	Invoice	Date	Description		Amount
	POA120619	12/06/2019	POA and gym dues PPE 12/6/19 1001 - Payroll		\$1,769.00
94471	12/13/2019			CAPITOLA-SOQUEL CHAMBER OF COMMERCE	\$165.00
	Invoice	Date	Description		Amount
	CSCC120519	12/05/2019	Path water cases (10)		\$165.00
94472	12/13/2019			CLEAN BUILDING MAINTENANCE CO.	\$3,719.13
	Invoice	Date	Description		Amount
	23791	11/30/2019	November janitorial services 1000 - General Fund \$3,453.63 1311 - Wharf \$265.50		\$3,719.13
94473	12/13/2019			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$1,075.00
	Invoice	Date	Description		Amount
	2743	12/10/2019	November televised meetings		\$1,075.00
94474	12/13/2019			COMPLETE MAILING SERVICE INC.	\$5,200.00
	Invoice	Date	Description		Amount
	5030	12/09/2019	Postage prepay USPS permit #200		\$5,200.00

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City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94475	12/13/2019			CRAIG FEENEY	\$600.00
	Invoice	Date	Description		Amount
	109	11/26/2019	HVAC preventative maintenance		\$600.00
94476	12/13/2019			CRYSTAL SPRINGS WATER CO.	\$227.50
	Invoice	Date	Description		Amount
	CSW113019	11/30/2019	November drinking water		\$227.50
94477	12/13/2019			DIXON AND SON INC.	\$594.08
	Invoice	Date	Description		Amount
	223208	12/02/2019	Sweeper tire and mounting 1310 - Gas Tax		\$594.08
94478	12/13/2019			DUDEK	\$5,725.22
	Invoice	Date	Description		Amount
	20198137	11/12/2019	Mall redevelopment EIR		\$5,725.22
94479	12/13/2019			ELEVATOR SERVICE COMPANY INC.	\$180.00
	Invoice	Date	Description		Amount
	25917	12/01/2019	Quarterly elevator maintenance and inspection		\$180.00
94480	12/13/2019			EMPLOYMENT DEVELOPMENT DEPT	\$150.00
	Invoice	Date	Description		Amount
	L1858684256-11	12/06/2019	Employee garnishment PPE 11/30/19 1001 - Payroll		\$150.00
94481	12/13/2019			FLYERS ENERGY LLC	\$1,515.02
	Invoice	Date	Description		Amount
	19-024573	11/27/2019	353 gallons gasoline		\$1,515.02
94482	12/13/2019			HINDERLITER DELLAMAS AND ASSOCIATES	\$1,599.83
	Invoice	Date	Description		Amount
	0032487-IN	11/27/2019	Sales tax audit services		\$1,599.83

Attachment: 12/13/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94483	12/13/2019			HOME DEPOT CREDIT SERVICES	\$1,444.33
	Invoice	Date	Description		Amount
	6024901	12/03/2019	Grand Ave. sakrete, pipe wrap tape, gloves		\$96.50
	7063783	11/22/2019	ABS trap adapter		\$5.28
	3055408	11/26/2019	Simple green, tarps, citrus spray, home lighting charger		\$188.50
	2622093	11/27/2019	Car charger, tool bags, headlamp, flashlight, gloves		\$130.94
	2051254	12/07/2019	Utility knife, stucco tape, 19pc accessory set, combo wrench set		\$73.11
	4623161	12/05/2019	Spanner wrench, backing flange, flat chisel, parking meter tools		\$53.51
	7635485	11/22/2019	Spade bit 18pc set, heat gun		\$46.74
	4621805	11/25/2019	Heavy duty tarp		\$54.48
	0013001	12/09/2019	Spring links for street banner		\$77.87
	3524527	12/06/2019	"No trespassing" sign, Grand Ave. pathway tools		\$18.37
	4064928	12/05/2019	Cutoff discs, cutoff wheels, staples		\$52.18
	4644052	12/05/2019	S-binners, LED utility light, gloves, batteries		\$43.39
	6030457	12/03/2019	Hooks		\$5.43
	5050866	12/04/2019	Compact fridge, caution tape, tape		\$240.79
	2613921	11/27/2019	Gloves, duct tape, shipping tape		\$40.21
	2622152	11/27/2019	Nut drivers, hex heads		\$34.18
	3644219	12/06/2019	Tube light bulbs, tube cutter		\$65.35
	4614803	12/05/2019	Hand tools for auto work		\$134.89
	6614558	12/03/2019	1/2" adapter		\$6.58
	6622860	12/03/2019	Copper tube straps, fiber sanding discs		\$46.99
	6631871	12/03/2019	Ball valve, adapter		\$29.04
94484	12/13/2019			HYDROSCIENCE ENGINEERS INC.	\$750.00
	Invoice	Date	Description		Amount
	331013009	12/02/2019	New Brighton parking lot stormwater review services		\$750.00
94485	12/13/2019			ICMA RETIREMENT TRUST 457	\$6,453.43
	Invoice	Date	Description		Amount
	247043	12/06/2019	457 contributions PPE 11/30/19 1001 - Payroll		\$6,453.43
94486	12/13/2019			JHS CONSULTING LLC	\$29,289.04
	Invoice	Date	Description		Amount
	1145	12/02/2019	November mall project management & environmental consulting		\$11,505.75
	1139	11/18/2019	October mall project management & environmental consulting		\$17,783.29
94487	12/13/2019			KATHY D'ANGELO	\$125.00
	Invoice	Date	Description		Amount
	000V-12052019	12/08/2019	Museum silent movie editing		\$125.00

Attachment: 12/13/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94488	12/13/2019			KIMLEY HORN AND ASSOCIATES INC	\$9,392.50
	Invoice	Date	Description		Amount
	15080650	10/31/2019	October update to local hazard mitigation plan 1314 - Green Build Edu		\$9,392.50
94489	12/13/2019			LABORMAX STAFFING	\$2,152.60
	Invoice	Date	Description		Amount
	26-115322	11/29/2019	Seasonal labor 11/23 - 11/27/19		\$1,076.30
	26-115614	12/06/2019	Seasonal labor 11/30 - 12/6/19		\$1,076.30
94490	12/13/2019			LAURA ALIOTO	\$60.00
	Invoice	Date	Description		Amount
	LA120919	12/09/2019	Instructor payment		\$60.00
94491	12/13/2019			MID COUNTY AUTO SUPPLY	\$93.67
	Invoice	Date	Description		Amount
	MID-595320	12/05/2019	Sockets		\$18.26
	MID-593023	12/04/2019	Stop and tail lights		\$24.27
	MID-594750	12/05/2019	Wire, cable ties, terminal kit, organizer		\$51.14
94492	12/13/2019			MISSION LINEN SUPPLY	\$214.76
	Invoice	Date	Description		Amount
	511321821	12/04/2019	Corp. yard linen service, mats, towels		\$90.95
	511265139	11/27/2019	Corp. yard linen service, mats, towels		\$87.65
	511321820	12/04/2019	Fleet linen service		\$36.16
94493	12/13/2019			MOFFATT AND NICHOL	\$9,461.00
	Invoice	Date	Description		Amount
	746992	12/11/2019	Wharf design and permitting 1200 - Capital Impr		\$9,461.00
94494	12/13/2019			MONTEREY BAY ANALYTICAL SERVICES INC	\$30.00
	Invoice	Date	Description		Amount
	191204 15	12/09/2019	Sea water testing		\$30.00
94495	12/13/2019			MONY Life Insurance Company of America	\$3,036.22
	Invoice	Date	Description		Amount
	88999	11/12/2019	December LTD, STD, life, AD&D insurance		\$3,036.22
94496	12/13/2019			PALACE BUSINESS SOLUTIONS	\$249.13
	Invoice	Date	Description		Amount
	9661259-0	12/05/2019	Raffle tickets, card		\$11.97
	561637-0	12/04/2019	City Hall office supplies		\$24.27
	561579-0	12/04/2019	Pens, paper, calendar, whiteboard markers, pencils		\$212.89

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City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94497	12/13/2019			PRAXAIR DISTRIBUTION INC.	\$125.19
	Invoice	Date	Description		Amount
	93264523	11/22/2019	Acetylene rental		\$125.19
94498	12/13/2019			ROYAL WHOLESALE ELECTRIC	\$106.48
	Invoice	Date	Description		Amount
	7719-653112	11/26/2019	Esplanade HID lamp		\$106.48
94499	12/13/2019			RRM DESIGN GROUP	\$11,396.83
	Invoice	Date	Description		Amount
	1783-01-1019	11/19/2019	October mall architectural design consulting		\$11,396.83
94500	12/13/2019			SAFETY STRIPING SERVICE INC.	\$28,596.35
	Invoice	Date	Description		Amount
	717140	11/27/2019	41st Avenue striping		\$28,596.35
94501	12/13/2019			SAN LORENZO LUMBER	\$213.26
	Invoice	Date	Description		Amount
	55-0507045	11/26/2019	Lawn rake		\$16.67
	55-0507594	12/02/2019	Lumber		\$192.38
	55-0505716	11/21/2019	Putty		\$4.21
94502	12/13/2019			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$7,350.50
	Invoice	Date	Description		Amount
	SCC120419	12/04/2019	November citation processing		\$7,350.50
94503	12/13/2019			SOLAR TRAFFIC SYSTEMS INC	\$450.00
	Invoice	Date	Description		Amount
	19-6002	12/09/2019	Crosswalk lights battery packs (6)		\$450.00

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City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94504	12/13/2019			SOQUEL CREEK WATER DISTRICT	\$3,495.79
	Invoice	Date	Description		Amount
	08-15562-00.1119	11/18/2019	Cliff and Fair View water service		\$37.06
	42-14431-00.1119	11/27/2019	Monterey Ave irrigation		\$2,224.61
	42-14952-00.1119	11/27/2019	Cortez Park irrigation		(\$2,305.41)
	42-15297-00.1119	11/27/2019	426 Capitola Ave irrigation		\$115.25
	42-15751-01.1119	11/27/2019	2005 Wharf Road irrigation		\$82.20
	42-17688-00.1119	11/27/2019	Lawn Way irrigation		\$73.46
	42-16122-00.1119	11/27/2019	Esplanade fountain irrigation		\$61.16
	42-10504-00.1119	11/27/2019	Cliff Drive irrigation		\$49.72
	42-18238-00.1119	11/27/2019	Capitola Road irrigation		\$49.72
	42-14404-00.1119	11/27/2019	Nobel Gulch Park Monterey Ave irrigation		\$257.86
	42-16130-00.1119	11/27/2019	Wharf Road irrigation		\$55.22
	42-16136-00.1119	11/27/2019	1400 Wharf Road irrigation		\$446.36
	42-16407-00.1119	11/27/2019	Bay Avenue irrigation		\$51.12
	13-10919-00.1119	11/20/2019	2000 Wharf Road water service		\$37.06
	34-18508-00.1119	11/26/2019	1510 McGregor Drive water service		\$41.83
	42-15969-00.1119	11/27/2019	Lawn Way irrigation		\$344.29
	42-11090-01.1119	11/27/2019	Capitola Road irrigation		\$115.25
	10-16316-00.1119	11/19/2019	426 Capitola Ave water service		\$83.60
	10-16317-00.1119	11/19/2019	420 Capitola Ave water service		\$230.78
	10-16315-00.1119	11/19/2019	504 Beulah irrigation		\$62.85
	09-15964-00.1119	11/18/2019	Monterey Ave irrigation		\$1,031.72
	08-15299-00.1119	11/18/2019	Monterey Ave water service		\$350.08
			1000 - General Fund	\$3,049.43	
			1311 - Wharf	\$446.36	
94505	12/13/2019			THE HOME DEPOT PRO	\$1,256.89
	Invoice	Date	Description		Amount
	523744480	11/25/2019	Janitorial supplies		\$1,256.89
94506	12/13/2019			THE PAINTED CORK LLC	\$50.70
	Invoice	Date	Description		Amount
	TPC121019	12/10/2019	Instructor payment		\$50.70
94507	12/13/2019			TPX COMMUNICATIONS	\$1,505.31
	Invoice	Date	Description		Amount
	123450990-0	11/23/2019	November phone service		\$1,505.31
			1000 - General Fund	\$822.29	
			2211 - ISF - Info Tech	\$683.02	

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City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94508	12/13/2019			US BANK PARS Acct 6746022400	\$387.89
	Invoice	Date	Description		Amount
	PARS120619	12/06/2019	PARS contributions PPE 11/30/19 1001 - Payroll		\$387.89
94509	12/13/2019			WATSONVILLE BLUEPRINT	\$158.97
	Invoice	Date	Description		Amount
	89428	12/02/2019	1728 42nd Ave. building oversized printing		\$52.99
	89427	12/02/2019	1726 42nd Ave. building oversized printing		\$52.99
	89426	12/02/2019	4201 Capitola Rd. building oversized printing		\$52.99
94510	12/13/2019			WELLS FARGO BANK	\$5,570.87
	Invoice	Date	Description		Amount
	WF120319	12/03/2019	November credit card purchases		\$5,570.87
			Purchases over \$500 threshold:		
			First responder vest	\$907.00	
			Pay station decals	\$542.43	
			Magnetic signs	\$1,382.02	
			Message archive svc	\$576.36	
			1000 - General Fund	\$4,994.51	
			2211 - ISF - Info Tech	\$576.36	
94511	12/13/2019			ZUMAR INDUSTRIES INC.	\$257.21
	Invoice	Date	Description		Amount
	85553	09/25/2019	Street signs (6)		\$257.21
94512	12/13/2019			Chris Potter Art	\$500.00
	Invoice	Date	Description		Amount
	48	12/10/2019	Plein Air original painting		\$500.00
94513	12/13/2019			The Salvation Army	\$5,525.00
	Invoice	Date	Description		Amount
	TSA121019	12/10/2019	Angel tree 1321 - Capitola Village BIA		\$5,525.00
94514	12/13/2019			Vista Center for the Blind	\$2,000.00
	Invoice	Date	Description		Amount
	VCB121019	12/10/2019	Hats off sponsorship 1321 - Capitola Village BIA		\$2,000.00
Type Check Totals:					\$159,054.66

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City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
<u>EFT</u>					
866	12/10/2019			INTERNAL REVENUE SERVICE	\$29,207.35
	Invoice	Date	Description		Amount
	30036455	12/10/2019	Federal tax & Medicare PPE 11/30/19 1001 - Payroll		\$29,207.35
867	12/10/2019			STATE DISBURSEMENT UNIT	\$1,232.76
	Invoice	Date	Description		Amount
	P0N81KN6657	12/10/2019	Employee garnishments PPE 11/30/19 1001 - Payroll		\$1,232.76
868	12/10/2019			EMPLOYMENT DEVELOPMENT DEPT	\$8,284.67
	Invoice	Date	Description		Amount
	0-436-685-760	12/10/2019	State taxes PPE 11/30/19 1001 - Payroll		\$8,284.67
869	12/11/2019			WELLS FARGO BANK	\$886.17
	Invoice	Date	Description		Amount
	WF121119	12/11/2019	Monthly client analysis charges		\$886.17
870	12/12/2019			CalPERS Member Services Division	\$53,412.83
	Invoice	Date	Description		Amount
	1001462987-90	12/12/2019	PERS contributions PPE 11/30/19 1000 - General Fund (\$0.19) 1001 - Payroll \$53,413.02		\$53,412.83
Type EFT Totals:					\$93,023.78
Library - Library					
<u>Check</u>					
165	12/13/2019			BOGARD CONSTRUCTION INC.	\$7,800.00
	Invoice	Date	Description		Amount
	160707-39	11/26/2019	November library construction project management services 1360 - Library		\$7,800.00
166	12/13/2019			CONSOLIDATED ENGINEERING LABORATORIES	\$375.23
	Invoice	Date	Description		Amount
	169224	12/04/2019	October library construction inspection & materials testing 1360 - Library		\$375.23
Type Check Totals:					\$8,175.23

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City Checks Issued December 13, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
CITY - Main City Totals				Count	Total
Checks				50	\$159,054.66
EFTs				5	\$93,023.78
All				55	\$252,078.44
Library - Library Totals					
Checks				2	\$8,175.23
EFTs				0	\$0.00
All				2	\$8,175.23
Grand Totals:					
Checks				52	\$167,229.89
EFTs				5	\$93,023.78
All				57	\$260,253.67

Attachment: 12/13/19 City Check Register (Approval of City Check Registers)

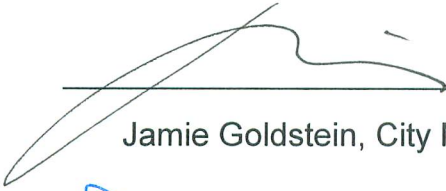
City main account checks dated December 20, 2019, numbered 94515 to 94593, totaling \$250,135.48, 3 library account checks, totaling \$719,312.69, and 3 payroll account checks plus 96 EFTs, totaling \$170,419.38, for a grand total of \$1,139,867.55, have been reviewed and authorized for distribution by the City Manager.

As of December 20, 2019, the unaudited cash balance is \$3,591,205.04.

CASH POSITION - CITY OF CAPITOLA 12/20/19

	<u>Net Balance</u>
General Fund	\$ (2,722,930.49)
Payroll Payables	\$ 174,879.07
Contingency Reserve Fund	\$ 2,048,845.66
Facilities Reserve Fund	\$ 488,485.06
Capital Improvement Fund	\$ 2,433,019.68
Stores Fund	\$ 55,448.29
Information Technology Fund	\$ 242,104.00
Equipment Replacement	\$ 407,130.16
Self-Insurance Liability Fund	\$ 133,261.13
Workers' Comp. Ins. Fund	\$ 286,663.29
Compensated Absences Fund	\$ 44,299.19
TOTAL UNASSIGNED GENERAL FUNDS	\$ 3,591,205.04

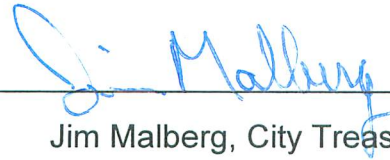
The Emergency Reserve Fund balance is \$1,359,205.54 (not included above).
The PERS Contingency Fund balance is \$887,115.62 (not included above).
The Library Fund balance is \$4,796,981.00 (not included above).



 Jamie Goldstein, City Manager

12/31/19

 Date



 Jim Malberg, City Treasurer

12/31/19

 Date

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City of Capitola

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94515	12/20/2019			A TOOL SHED	\$370.00
	Invoice	Date	Description		Amount
	1392241-5	12/11/2019	3 ton excavator rental		\$370.00
94516	12/20/2019			ALVAREZ TECHNOLOGY GROUP INC	\$232.50
	Invoice	Date	Description		Amount
	53850	12/18/2019	Monthly antivirus software 2211 - ISF - Info Tech		\$232.50
94517	12/20/2019			AMAZON CAPITAL SERVICES	\$1,525.29
	Invoice	Date	Description		Amount
	1YQY-174Q-FNYF	11/23/2019	Return storage cabinet		(\$506.72)
	1FVL-RGK9-G6QX	11/28/2019	Parchment paper		\$16.34
	19P1-KWVQ-TVJQ	11/26/2019	Exercise rope, sleep masks, 3 legged race bands, USB microphone		\$212.51
	193V-NDFF-RTKX	12/04/2019	Popcorn bags		\$7.58
	1JFP-N3RT-7T67	12/10/2019	Display port to DVI cables (2)		\$25.38
	1FHP-VC9Q-N7T1	12/10/2019	Laminator		\$23.85
	11NP-QRHF-KGM3	12/15/2019	36 compartment literature organizer		\$274.35
	1JNW-CCJP-9Q9K	12/12/2019	Refrigerator filters		\$67.00
	1TWF-YQP7-KRVG	12/16/2019	Books		\$12.95
	1WP4-4QGP-CRXC	12/16/2019	Book		\$9.69
	16YV-YKVL-GCDT	12/12/2019	Computer monitors (6)		\$755.34
	1QQL-KXLV-RPK6	12/17/2019	Bluetooth earpiece		\$18.52
	1JP3-TTLN-6MCN	12/15/2019	Sit stand work station converter		\$212.54
	1J4G-RKVD-MGHL	12/18/2019	Monitors (2), cable adapter		\$260.77
	1GHQ-MH7R-GXWX	12/18/2019	Cable adapter		\$8.99
	1D67-CD3H-LLKD	12/15/2019	Printer ink		\$126.20
			1000 - General Fund	(\$180.65)	
			1300 - Supl Law Enfc	\$274.35	
			2211 - ISF - Info Tech	\$1,431.59	
94518	12/20/2019			B & B SMALL ENGINE REPAIR	\$30.98
	Invoice	Date	Description		Amount
	434798	12/13/2019	Large caritool		\$30.98
94519	12/20/2019			BAY PHOTO LAB	\$35.26
	Invoice	Date	Description		Amount
	15137586	12/12/2019	Museum prints		\$35.26
94520	12/20/2019			BEAR ELECTRICAL SOLUTIONS INC.	\$6,179.40
	Invoice	Date	Description		Amount
	9487	11/28/2019	November traffic signal maintenance services - response		\$5,532.60
	9443	11/30/2019	November traffic signal maintenance services - routine 1310 - Gas Tax		\$646.80

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City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94521	12/20/2019			BLUEPOINT PLANNING LLC	\$1,237.50
	Invoice	Date	Description		Amount
	470	12/11/2019	Recreation strategic plan consulting		\$1,237.50
94522	12/20/2019			CALE AMERICA INC.	\$1,903.18
	Invoice	Date	Description		Amount
	157011	10/31/2019	Pay station meter mount, base anchor		\$1,575.45
	157493	11/29/2019	Pay station cleaning pads, test card		\$327.73
94523	12/20/2019			CALIFORNIA BUILDING OFFICIALS	\$1,230.00
	Invoice	Date	Description		Amount
	13022	12/17/2019	Building department trainings (3)		\$1,230.00
94524	12/20/2019			CALIFORNIA COAST UNIFORM COMPANY	\$108.00
	Invoice	Date	Description		Amount
	7649	12/03/2019	Parking enforcement uniform tailoring		\$18.00
	7648	12/03/2019	513 uniform		\$66.00
	7647	12/03/2019	Parking enforcement uniform		\$18.00
	7650	12/03/2019	520 uniform tailoring		\$6.00
94525	12/20/2019			CORODATA SHREDDING INC.	\$355.37
	Invoice	Date	Description		Amount
	DN1249872	11/30/2019	Hard drive destruction 2211 - ISF - Info Tech		\$355.37
94526	12/20/2019			COUNTY OF SANTA CRUZ GENERAL SERVICES	\$1,404.00
	Invoice	Date	Description		Amount
	SCC121219	12/12/2019	18" Tires (8)		\$1,404.00
94527	12/20/2019			CSG Consultants Inc.	\$4,674.32
	Invoice	Date	Description		Amount
	B191425	12/02/2019	November building plan review services		\$4,674.32
94528	12/20/2019			D PREP INC	\$330.00
	Invoice	Date	Description		Amount
	BPS20191029-31	11/12/2019	533 basic peer support class		\$330.00
94529	12/20/2019			EWING IRRIGATION	\$361.78
	Invoice	Date	Description		Amount
	8792643	12/04/2019	Flex drain snap tee, snap coupling		\$47.74
	8786149	12/03/2019	Leaf rake, flex drain, scoop handle		\$314.04

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City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94530	12/20/2019			FIRST ALARM	\$239.10
	Invoice	Date	Description		Amount
	516348	12/15/2019	Quarterly evidence room security monitoring		\$239.10
94531	12/20/2019			FIRST SECURITY	\$344.93
	Invoice	Date	Description		Amount
	IN-0025120	12/02/2019	December community center patrol		\$344.93
94532	12/20/2019			FLYERS ENERGY LLC	\$26.28
	Invoice	Date	Description		Amount
	CFS-2094222	10/31/2019	Fuel		\$26.28
94533	12/20/2019			GARDAWORLD	\$201.55
	Invoice	Date	Description		Amount
	10532619	12/01/2019	Armored car service		\$201.55
94534	12/20/2019			GINA ENRIQUEZ	\$6,661.20
	Invoice	Date	Description		Amount
	GE121619	12/16/2019	Instructor payment		\$6,661.20
94535	12/20/2019			HOME DEPOT CREDIT SERVICES	\$414.13
	Invoice	Date	Description		Amount
	7065887	12/12/2019	Parts organizer, pliers, cutoff disc, spanner wrench, gloves		\$161.27
	0065479	12/09/2019	Duplex outlets, wall plates, pencils		\$26.43
	9633311	12/10/2019	Village lights, gloves, bucket, lag screws		\$159.63
	5623001	12/04/2019	Clear plastic drop cloth		\$3.47
	6645420	12/13/2019	Gloves		\$16.30
	7521203	12/02/2019	Multi-purpose tool, clear plastic drop cloth		\$47.03
94536	12/20/2019			HUMBOLDT PETROLEUM LLC	\$39.00
	Invoice	Date	Description		Amount
	088784	11/30/2019	November car wash service		\$39.00
94537	12/20/2019			KBA Document Solutions LLC	\$27.06
	Invoice	Date	Description		Amount
	55Y1046691	12/16/2019	City Hall copier usage charges		\$22.63
	55Y1046692	12/16/2019	Recreation copier usage charges		\$4.43
			1000 - General Fund	\$4.43	
			2211 - ISF - Info Tech	\$22.63	
94538	12/20/2019			KIMLEY HORN AND ASSOCIATES INC	\$1,086.41
	Invoice	Date	Description		Amount
	097763118-1119	12/10/2019	November traffic signal adaptive control system on-call engineer		\$1,086.41
			1200 - Capital Impr		

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94539	12/20/2019			KOSMONT COMPANIES	\$5,064.90
	Invoice	Date	Description		Amount
	1908.8-004	11/30/2019	November mall economic consulting services		\$5,064.90
94540	12/20/2019			LABORMAX STAFFING	\$846.60
	Invoice	Date	Description		Amount
	26-115900	12/13/2019	Seasonal labor 12/7 - 12/12		\$846.60
94541	12/20/2019			LANGUAGE LINE SERVICES INC	\$39.48
	Invoice	Date	Description		Amount
	4708712	11/30/2019	Translation services		\$39.48
94542	12/20/2019			LUXLAUNDER	\$98.56
	Invoice	Date	Description		Amount
	LL113019	11/30/2019	PD mat service		\$98.56
94543	12/20/2019			MICHAEL G LEW	\$136.50
	Invoice	Date	Description		Amount
	ML121919	12/19/2019	Instructor payment		\$136.50
94544	12/20/2019			MID COUNTY AUTO SUPPLY	\$144.35
	Invoice	Date	Description		Amount
	MID-599237	12/09/2019	Hook and pick set		\$9.46
	MID-596984	12/06/2019	Bolt extractor set		\$134.89
94545	12/20/2019			MILLER'S TRANSFER & STORAGE CO.	\$444.80
	Invoice	Date	Description		Amount
	91680	12/11/2019	December record storage and November warehouse handling		\$444.80
94546	12/20/2019			MISSION LINEN SUPPLY	\$201.87
	Invoice	Date	Description		Amount
	511380602	12/11/2019	Corp. yard uniform cleaning, towels		\$87.65
	511380601	12/11/2019	Fleet linen service		\$36.16
	511309621	12/02/2019	Community Center mop and mat service		\$78.06
94547	12/20/2019			MISSION PRINTERS	\$14.90
	Invoice	Date	Description		Amount
	59709ShipTax	09/12/2019	Shipping and tax on Building Inspector business cards		\$11.64
	59694Tax	09/12/2019	Building official business cards tax		\$3.26
94548	12/20/2019			MOFFATT AND NICHOL	\$15,258.71
	Invoice	Date	Description		Amount
	747101	12/12/2019	Wharf design, permitting, meetings, reimbursable expenses 1200 - Capital Impr		\$15,258.71

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94549	12/20/2019			MONTEREY BAY ANALYTICAL SERVICES INC	\$30.00
	Invoice	Date	Description		Amount
	191211 14	12/13/2019	Creek/sea water testing		\$30.00
94550	12/20/2019			PACIFIC GAS & ELECTRIC	\$13,993.47
	Invoice	Date	Description		Amount
	PGE111319-acct0	11/13/2019	Wharf Rd. Rispin mansion utilities		\$10.63
	PGE101319-acct0	10/13/2019	Wharf Rd. Rispin mansion utilities		(\$17.95)
	PGE121219-acct0	12/12/2019	Wharf Rd. Rispin mansion utilities		\$9.53
	1PGE121819-acct9	12/18/2019	December gas and electric		\$13,991.26
			1000 - General Fund	\$4,662.67	
			1300 - Supl Law Enfc	\$300.16	
			1310 - Gas Tax	\$7,278.73	
			1311 - Wharf	\$1,751.91	
94551	12/20/2019			PALACE BUSINESS SOLUTIONS	\$126.45
	Invoice	Date	Description		Amount
	563550-0	12/16/2019	Scissors		\$22.30
	561579-1	12/09/2019	Records storage boxes		\$82.11
	9667264-0	12/16/2019	Printer ink		\$22.04
			1000 - General Fund	\$22.04	
			2210 - ISF - Stores Fund	\$104.41	
94552	12/20/2019			PARENTS CENTER OF SANTA CRUZ	\$448.00
	Invoice	Date	Description		Amount
	SCC121719	12/17/2019	FY19/20 Community Grants - less matching funds sent to SCC		\$448.00
94553	12/20/2019			QUILL CORPORATION	\$16.12
	Invoice	Date	Description		Amount
	3216768	12/10/2019	Name plate		\$16.12
94554	12/20/2019			ROBERT M PATTERSON	\$200.00
	Invoice	Date	Description		Amount
	RMP120519	12/05/2019	December administrative hearings		\$200.00
94555	12/20/2019			RRM DESIGN GROUP	\$1,066.16
	Invoice	Date	Description		Amount
	1783-01-1119	12/09/2019	November mall architectural design consulting		\$1,066.16
94556	12/20/2019			SAN LORENZO LUMBER	\$887.67
	Invoice	Date	Description		Amount
	55-0491939	11/20/2019	Wharf supplies		\$887.67
			1311 - Wharf		

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94557	12/20/2019			SANTA CRUZ COUNTY BEHAVIORAL HEALTH	\$3,000.00
	Invoice	Date	Description		Amount
	SCC121719	12/17/2019	FY19/20 Community Grants - Parents Center matching funds		\$3,000.00
94558	12/20/2019			SANTA CRUZ COUNTY DEPT OF PUBLIC WORKS	\$19,157.60
	Invoice	Date	Description		Amount
	SCC121619	12/16/2019	Slurry seal on Thompson Ave. & Bulb Ave. 1310 - Gas Tax		\$19,157.60
94559	12/20/2019			SANTA CRUZ MUNICIPAL UTILITIES	\$281.87
	Invoice	Date	Description		Amount
	SCMU120619	12/06/2019	November water service for medians		\$281.87
94560	12/20/2019			SANTA CRUZ REGIONAL 911	\$123,176.75
	Invoice	Date	Description		Amount
	SCC121519	12/15/2019	Regional 911 third quarter contribution		\$123,176.75
94561	12/20/2019			SANTA CRUZ SENTINEL	\$848.00
	Invoice	Date	Description		Amount
	0001226613	11/30/2019	November public hearing announcements		\$848.00
94562	12/20/2019			SANTA CRUZ WAVES	\$900.00
	Invoice	Date	Description		Amount
	8216	10/01/2019	Plein Air advertising		\$900.00
94563	12/20/2019			SECOND HARVEST FOOD BANK	\$2,000.00
	Invoice	Date	Description		Amount
	SHFBBIA121719	12/17/2019	BIA Sip N' Stroll fundraising contribution 1321 - Capitola Village BIA		\$2,000.00
94564	12/20/2019			SOQUEL CREEK WATER DISTRICT	\$4,197.86
	Invoice	Date	Description		Amount
	42-11467-00.1119	11/27/2019	Jade Street park irrigation		\$3,822.95
	42-11517-00.1119	11/27/2019	41st Avenue irrigation		\$115.25
	06-14476-00.1219	12/04/2019	430 Kennedy Drive water service		\$259.66
94565	12/20/2019			SPORT ABOUT GRAPHICS	\$615.68
	Invoice	Date	Description		Amount
	7963	12/12/2019	Public works t-shirts		\$615.68
94566	12/20/2019			SPRINT	\$1,328.98
	Invoice	Date	Description		Amount
	788070596-028	12/03/2019	November cell phone charges		\$643.31
	788070596-027	11/02/2019	October cell phone charges		\$685.67

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94567	12/20/2019			STAPLES ADVANTAGE	\$243.28
	Invoice	Date	Description		Amount
	8056635011	11/30/2019	Bulk cold cups		\$48.25
	8056720546	12/07/2019	White board		\$29.43
	8056565379	11/23/2019	Break room supplies, staples, rubber bands		\$165.60
94568	12/20/2019			STEWART TITLE OF CALIFORNIA, INC	\$490.00
	Invoice	Date	Description		Amount
	139828	12/12/2019	Brookvale drainage		\$490.00
94569	12/20/2019			STEWART TITLE OF CALIFORNIA, INC	\$440.00
	Invoice	Date	Description		Amount
	139782	12/12/2019	Brookvale drainage		\$440.00
94570	12/20/2019			STEWART TITLE OF CALIFORNIA, INC	\$455.00
	Invoice	Date	Description		Amount
	139716	12/12/2019	Brookvale drainage		\$455.00
94571	12/20/2019			THE HOME DEPOT PRO	\$1,356.90
	Invoice	Date	Description		Amount
	525392668	12/06/2019	Janitorial supplies		\$1,356.90
94572	12/20/2019			TIRE CHOICE AUTO SERVICE CENTERS, BICYCLE, TRIF	\$180.26
	Invoice	Date	Description		Amount
	200312	11/21/2019	2016 Ford Utility vehicle tire install and balancing		\$108.40
	200310	11/21/2019	2016 Ford Utility vehicle tire install and balancing		\$71.86
94573	12/20/2019			US BANK EQUIPMENT FINANCE	\$481.78
	Invoice	Date	Description		Amount
	401468368	12/03/2019	City Hall & Recreation copier leases		\$481.78
			1000 - General Fund	\$25.80	
			2210 - ISF - Stores Fund	\$455.98	
94574	12/20/2019			US BANK EQUIPMENT FINANCE	\$103.55
	Invoice	Date	Description		Amount
	401468269	12/03/2019	Recreation copier lease		\$103.55
94575	12/20/2019			US BANK EQUIPMENT FINANCE	\$288.85
	Invoice	Date	Description		Amount
	401468673	12/03/2019	PD copier lease		\$288.85

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94576	12/20/2019			VERIZON WIRELESS	\$4,288.93
	Invoice	Date	Description		Amount
	9843966017	12/10/2019	December telephone charges		\$2,960.07
	9841897578	12/02/2019	November telephone charges		\$1,328.86
94577	12/20/2019			WESTERN EXTERMINATOR COMPANY	\$128.00
	Invoice	Date	Description		Amount
	7650626	11/30/2019	City Hall rodent control		\$64.00
	7650634	11/30/2019	Cliff Dr. turnout rodent control		\$64.00
94578	12/20/2019			WHEELCHAIRS OF SAN MATEO & TECH	\$185.57
	Invoice	Date	Description		Amount
	00011380	12/03/2019	566 wheelchair tires		\$185.57
94579	12/20/2019			207 Saxon LLC	\$2,342.00
	Invoice	Date	Description		Amount
	18-0278	12/17/2019	Planning deposit refund historic review, CUP, CDP, DP, variance		\$2,342.00
94580	12/20/2019			Capitola Associates LLC	\$2,036.00
	Invoice	Date	Description		Amount
	19-0484	12/17/2019	115 San Jose Ave. conditional use permit refund		\$2,036.00
94581	12/20/2019			Capitola Caring Project LLC	\$5,296.00
	Invoice	Date	Description		Amount
	19-0408	12/17/2019	1850 41st Ave. CUP, DP, sign permit refund		\$5,296.00
94582	12/20/2019			Cooper Sanden	\$186.80
	Invoice	Date	Description		Amount
	CS1121719	12/17/2019	Safety boots		\$186.80
94583	12/20/2019			Emmy Mitchell Lynn	\$204.79
	Invoice	Date	Description		Amount
	EML120419	12/04/2019	Museum calendars		\$204.79
94584	12/20/2019			Jim and Kathy LaTorre	\$2,340.85
	Invoice	Date	Description		Amount
	19-0014	12/17/2019	529 Capitola Ave. design & conditional use permit refund		\$2,340.85
94585	12/20/2019			John Hester	\$317.00
	Invoice	Date	Description		Amount
	19-0246	12/17/2019	1404 38th Ave. conditional use permit refund		\$317.00

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94586	12/20/2019			John Kettmann	\$612.40
	Invoice	Date	Description		Amount
	19-0210	12/17/2019	111 Capitola Ave. historic review refund		\$612.40
94587	12/20/2019			Kate Katz	\$566.00
	Invoice	Date	Description		Amount
	19-0313	12/17/2019	211 Monterey Ave. DP, CDP, variance refund		\$566.00
94588	12/20/2019			Linda Bush	\$10.00
	Invoice	Date	Description		Amount
	300124209	12/11/2019	Citation refund		\$10.00
94589	12/20/2019			R and K Properties	\$360.00
	Invoice	Date	Description		Amount
	19-0297	12/17/2019	212 Hollister Ave. admin. design permit refund		\$360.00
94590	12/20/2019			Sandro Costanza	\$1,076.00
	Invoice	Date	Description		Amount
	19-0322	12/17/2019	115 San Jose Ave. CUP for pizzeria deposit refund		\$1,076.00
94591	12/20/2019			Sign Development Inc.	\$1,261.00
	Invoice	Date	Description		Amount
	19-0346	12/17/2019	2195 41st Ave. minor design permit refund		\$1,261.00
94592	12/20/2019			TPM Corporation	\$1,056.00
	Invoice	Date	Description		Amount
	19-0369	12/17/2019	1440 41st Ave. conditional use permit refund		\$1,056.00
94593	12/20/2019			Troy Malmin	\$286.00
	Invoice	Date	Description		Amount
	19-0321	12/17/2019	3744 Capitola Rd. conditional use permit refund		\$286.00
Type Check Totals:					\$250,135.48

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 20, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
Library - Library					
167	12/20/2019			BUTANO GEOTECHNICAL ENGINEERING	\$540.00
	Invoice	Date	Description		Amount
	4549	12/04/2019	Library construction phase observation & testing		\$540.00
			1360 - Library Fund		
168	12/20/2019			JOHN F OTTO INC ESCROW NO 02-701154	\$35,938.63
	Invoice	Date	Description		Amount
	13373retention	12/16/2019	November library construction retainer		\$35,938.63
			1360 - Library Fund		
169	12/20/2019			OTTO CONSTRUCTION INC.	\$682,834.06
	Invoice	Date	Description		Amount
	13373	12/16/2019	November library construction services		\$682,834.06
			1360 - Library Fund		
Type Check Totals:					\$719,312.69

CITY - Main City Totals			Count:	Total:
Checks			79	\$250,135.48
EFTs			0	\$0.00
All			79	\$250,135.48
Library - Library Totals				
Checks			3	\$719,312.69
EFTs			0	\$0.00
All			3	\$719,312.69
WELLS - Payroll Totals				
Checks			3	\$2,052.71
EFTs			96	\$168,366.67
All			99	\$170,419.38
Grand Totals:				
Checks			85	\$971,500.88
EFTs			96	\$168,366.67
All			181	\$1,139,867.55

Attachment: 12/20/19 City Check Register (Approval of City Check Registers)

City main account checks dated December 27, 2019, numbered 94594 to 94599 plus 5 EFTs, totaling \$100,586.99, have been reviewed and authorized for distribution by the City Manager.

As of December 27, 2019, the unaudited cash balance is \$3,490,577.76.

CASH POSITION - CITY OF CAPITOLA 12/27/19

	<u>Net Balance</u>
General Fund	\$ (2,723,105.61)
Payroll Payables	\$ 74,426.91
Contingency Reserve Fund	\$ 2,048,845.66
Facilities Reserve Fund	\$ 488,485.06
Capital Improvement Fund	\$ 2,433,019.68
Stores Fund	\$ 55,448.29
Information Technology Fund	\$ 242,104.00
Equipment Replacement	\$ 407,130.16
Self-Insurance Liability Fund	\$ 133,261.13
Workers' Comp. Ins. Fund	\$ 286,663.29
Compensated Absences Fund	\$ 44,299.19
TOTAL UNASSIGNED GENERAL FUNDS	<u>\$ 3,490,577.76</u>

The Emergency Reserve Fund balance is \$1,359,205.54 (not included above).

The PERS Contingency Fund balance is \$887,115.62 (not included above).

The Library Fund balance is \$4,796,981.00 (not included above).


 _____ 12/31/19
 Jamie Goldstein, City Manager Date


 _____ 12/31/19
 Jim Malberg, City Treasurer Date

Attachment: 12/27/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 27, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
94594	12/27/2019			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,769.00
	Invoice	Date	Description		Amount
	POA122019	12/20/2019	POA and gym dues PPE 12/14/19 1001 - Payroll Payables		\$1,769.00
94595	12/27/2019			EMPLOYMENT DEVELOPMENT DEPT	\$150.00
	Invoice	Date	Description		Amount
	L1858684256-12	12/20/2019	Employee garnishment PPE 12/14/19 1001 - Payroll Payables		\$150.00
94596	12/27/2019			ICMA RETIREMENT TRUST 457	\$6,528.37
	Invoice	Date	Description		Amount
	253080	12/20/2019	457 contributions PPE 12/14/19 1001 - Payroll Payables		\$6,528.37
94597	12/27/2019			UNITED WAY OF SANTA CRUZ COUNTY	\$30.00
	Invoice	Date	Description		Amount
	UW122019	12/20/2019	United Way contributions PPE 12/14/19 1001 - Payroll Payables		\$30.00
94598	12/27/2019			UPEC LIUNA LOCAL 792	\$1,092.50
	Invoice	Date	Description		Amount
	UPEC120319	12/20/2019	UPEC dues PPE 12/14/19 1001 - Payroll Payables		\$1,092.50
94599	12/27/2019			US BANK PARS Acct 6746022400	\$438.97
	Invoice	Date	Description		Amount
	PARS122019	12/20/2019	PARS contributions PPE 12/14/19 1001 - Payroll Payables		\$438.97
Type Check Totals:					\$10,008.84
<u>EFT</u>					
871	12/25/2019			DISCOVERY BENEFITS	\$135.00
	Invoice	Date	Description		Amount
	0001088778-IN	11/30/2019	November COBRA and FSA admin.		\$135.00
872	12/23/2019			CalPERS Member Services Division	\$51,896.82
	Invoice	Date	Description		Amount
	1001470033-6	12/23/2019	PERS contributions PPE 12/14/19 1000 - General Fund (\$0.17) 1001 - Payroll Payables		\$51,896.82 \$51,896.99

Attachment: 12/27/19 City Check Register (Approval of City Check Registers)

City Checks Issued December 27, 2019

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
873	12/23/2019			EMPLOYMENT DEVELOPMENT DEPT	\$8,242.03
	Invoice	Date	Description		Amount
	0-407-935-936	12/23/2019	State taxes PPE 12/14/19 1001 - Payroll Payables		\$8,242.03
874	12/23/2019			INTERNAL REVENUE SERVICE	\$29,071.54
	Invoice	Date	Description		Amount
	90169007	12/23/2019	Federal taxes & Medicare PPE 12/14/19 1001 - Payroll Payables		\$29,071.54
875	12/23/2019			STATE DISBURSEMENT UNIT	\$1,232.76
	Invoice	Date	Description		Amount
	8J0HRZG6657	12/23/2019	Garnishments PPE 12/14/19 1001 - Payroll Payables		\$1,232.76
Type EFT Totals:					\$90,578.15

Attachment: 12/27/19 City Check Register (Approval of City Check Registers)

CITY - Main City Totals	Count	Total
Checks	6	\$10,008.84
EFTs	5	\$90,578.15
All	11	\$100,586.99



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 23, 2020

FROM: Finance Department

SUBJECT: Consider the Budget Calendar for the 2020/21 Fiscal Year

RECOMMENDED ACTION: Approve the Budget Calendar.

BACKGROUND: The Capitola Municipal Code requires the City prepare and disseminate a budget calendar on or before March 1 of any fiscal year. The attached calendar provides dates for budget study sessions, hearings, meetings, and other significant budget events.

DISCUSSION: Staff has prepared the attached draft Budget Calendar for Fiscal Year 2020/21. The budget cycle begins with a Finance Advisory Committee meeting on February 18, 2020, followed by the regular City Council/Successor Agency meeting on February 27, 2020. These two meetings will focus on receiving the mid-year budget update and establishing Fiscal Year 2020/21 budget principles. The budgeting principles will guide staff's preparation of the proposed budget.

Pursuant to this calendar, the proposed budget will be distributed on Friday, May 1, 2020, and the presentation of the City and Successor Agency Budgets is scheduled for a Special Meeting on Wednesday, May 6. This is a tentative schedule that may be changed as necessary by the City Manager and/or Council. Some meetings may be cancelled if they become unnecessary based on prior sessions.

FISCAL IMPACT: None

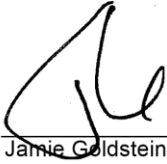
ATTACHMENTS:

1. Budget Calendar FY 20-21

Report Prepared By: Jim Malberg
Finance Director

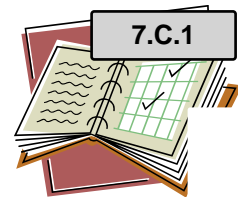
Budget Calendar
January 23, 2020

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

1/15/2020



CITY OF CAPITOLA BUDGET CALENDAR - 2020/21 FISCAL YEAR

The City Manager and/or the City Council may change this tentative schedule.

NOTE: Some meetings may be cancelled if they become unnecessary based on prior sessions.

Meeting Date 2020	Week/Day	Nature of Meeting	Description
February 18	3rd Tuesday	Finance Advisory Committee	Finance Advisory Committee to discuss Budget Principles and Timeline
February 27	4th Thursday	*Regular City Council/Successor Agency	Establish Budgeting Principles / mid-year presentation
April 2	1st Thursday	Planning Commission	Planning Commission review of the Capital Improvement Program (CIP)
April 21	3rd Tuesday	Finance Advisory Committee	Finance Advisory Committee to discuss proposed Budget
May 1	1st Friday	N/A	Proposed budget distribution
May 5	1st Tuesday	Special Finance Advisory Committee	Finance Advisory Committee to discuss proposed Budget and draft presentation with recommendations to Council
May 6	1st Wednesday	*Special Joint City Council/ Successor Agency	Presentation of City, Successor Agency & CIP Budgets
May 14	2nd Thursday	*Regular City Council/Successor Agency	
May 21	3rd Thursday	*Special Joint City Council/ Successor Agency	- Finance Advisory Committee Presentation Council Deliberations
May 28	4th Thursday	*Regular City Council/Successor Agency	
June 3	1st Wednesday	*Special Joint City Council/ Successor Agency	- Council Deliberations
June 11	2nd Thursday	*Regular City Council/Successor Agency	Reports from Finance: Appropriations Limit Resolution and Investment Policy
June 16	3rd Tuesday	Finance Advisory Committee	Finance Advisory Committee to discuss proposed Budget and draft presentation
June 18	3rd Thursday	*Special Joint City Council/ Successor Agency	Final City Council and Successor Agency Budget deliberations <i>(If necessary)</i>
June 25	4th Thursday	*Regular City Council/Successor Agency	Final Adoption of the City and Successor Agency Budgets and Pertinent Resolutions

Attachment: Budget Calendar FY 20-21 (Budget Calendar)

NOTE: **Special** meetings will begin at 6:00 p.m., all Regular meetings begin at 7:00 p.m. Meetings with an asterisk (*) are held in the City Hall Council Chambers and will be televised "Live" on Charter Communications Cable Channel 8. The Finance Advisory Committee Meetings begins at 6:00 pm, and are scheduled to be held in the Community Room.



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 23, 2020

FROM: Community Development

SUBJECT: Overview of New State Requirements for Accessory Dwelling Units

RECOMMENDED ACTION: Accept staff presentation and provide general direction to the Planning Commission on the preferred approach for the new ordinance.

BACKGROUND: The California State Legislature brought forward several bills in 2019 related to the planning for and permitting of accessory dwelling units (ADUs). In October 2019, the Governor signed into law Assembly Bill (AB) 68, AB 881, and Senate Bill (SB) 13 amending the section of the California Government Code related to ADUs (Government Code Section 65852.2). Additionally, AB 68 amended standards for Junior ADUs, and SB 13 made additions to the State Health and Safety Code (adding Section 1790.12). The new laws took effect on January 1, 2020.

Portions of the Capitola Municipal Code Chapter 17.74: Accessory Dwelling Units are inconsistent with the new State legislation. While the City is currently enforcing the State legislation, and thus fully in compliance with the law, it should amend its Ordinance to be consistent with the law. On January 16, 2020, City staff presented the new state ADU regulations to the Planning Commission. Upon hearing the state requirements, the Planning Commission requested the City Council provide general direction on the approach staff should take for the draft ordinance. The Planning Commission will review the draft ordinance on February 6. Assuming it recommends the ordinance with no or minor changes, staff intends to bring the Ordinance to the City Council for a first reading on February 27.

DISCUSSION: The new state laws regarding ADUs are complex and will have significant impacts on the treatment of ADUs in Capitola's single-family, multi-family, and mixed-use zoning districts. In preparation for the upcoming first reading of the draft ordinance, staff is providing Council with an overview of the requirements of the new state law. The following list identifies the most significant changes in state law that must be incorporated into the zoning code:

1. Requires action on ADU applications within 60 days.
2. Adds a limited review process for ADUs that fall within four specific scenarios. The limited review process must include the specific scenarios and the limited review criteria that may be applied to each scenario. The City may not apply additional standards (such as open space or lot coverage) that are not identified within the state law.
3. Expands permitted location of ADUs to include any zoning district where single-family or multi-family dwellings are allowed. This includes all residential, mixed-use, and commercial zoning districts.

Overview of New Legislation for Accessory Dwelling Units
January 23, 2020

4. On multi-family properties, allows more than one ADU per parcel if specific circumstances are met.
5. On single-family properties, allows a Junior ADU in conjunction with a detached ADU if specific circumstances are met.
6. Prohibits the City from applying development standards that would prevent an ADU that is a maximum of 16-foot-tall, 800-square-feet in size, and located four feet from rear and side property lines.
7. Allows conversion and replacement of existing structures with nonconforming setbacks and nonconforming building separation standards for ADUs.
8. Modifies development standards regulations, as follows:
 - a. Removes minimum parcel size
 - b. Increases maximum unit size
 - c. Reduces minimum setbacks (four feet side and rear)
 - d. Increases height (16 feet) for one-story detached ADU
9. Removes parking requirements for internal ADUs, attached ADUs, and junior ADUs.
10. Modifies parking requirements for detached ADUs with specific characteristics, such as being located within one-half mile walking distance of public transit.
11. Limits review to objective standards (measurable, quantitative) and architectural standards (specific materials) rather than subjective development standards (compatibility, privacy).
12. Allows objective standards to minimize adverse impacts to historic properties consistent with the Secretary of the Interior Standards for the Treatment of Historic Properties.
13. Removes size, attribute, and owner-occupancy deed restriction requirements for ADUs, except junior ADUs.
14. Provides an option for cities to allow separate sale of deed-restricted affordable ADUs by a non-profit corporation.

As the list above demonstrates, the state has provided highly prescriptive guidance on how ADUs in specific circumstances should be reviewed and standards that may be applied. The Planning Commission would like general guidance from the City Council on its preferred approach. The City has the option to draft the ordinance to be less stringent than state law in terms of development standards (allow additional height, decreased setbacks, remove parking requirements) and not include objective design standards. Or the City can create an ordinance that mirrors state law in terms of the maximum height, setbacks, and parking and included added protection of objective design standards. The City also has the option to draft the ordinance to be less stringent in terms of process and allow administrative approval of all ADUs regardless of how many stories. Historically, two-story ADUs or ADUs that do not comply with all review standards require Planning Commission approval. Lastly, owner occupancy deed restrictions are prohibited until 2025 (except for Junior ADUs). The City Council has the option to remove the owner occupancy requirements from all prior deed restricted units.

CEQA: The Council's discussion of the amended State legislation is not a project under CEQA and thus does not require a CEQA determination.

ATTACHMENTS:

1. Government Code 65852.2 - Accessory Dwelling Units - 01.01.2020
2. Government Code 65852.22 - Junior Accessory Dwelling Units - 01.01.2020
3. Health and Safety Code 18007 - Manufactured Homes - 01.01.2008

Report Prepared By: Katie Herlihy
Community Development Director

Overview of New Legislation for Accessory Dwelling Units
January 23, 2020

Reviewed and Forwarded by:

Samantha Zutler

Samantha Zutler, City Attorney

1/17/2020

State of California

GOVERNMENT CODE

Section 65852.2

65852.2. (a) (1) A local agency may, by ordinance, provide for the creation of accessory dwelling units in areas zoned to allow single-family or multifamily dwelling residential use. The ordinance shall do all of the following:

(A) Designate areas within the jurisdiction of the local agency where accessory dwelling units may be permitted. The designation of areas may be based on the adequacy of water and sewer services and the impact of accessory dwelling units on traffic flow and public safety. A local agency that does not provide water or sewer services shall consult with the local water or sewer service provider regarding the adequacy of water and sewer services before designating an area where accessory dwelling units may be permitted.

(B) (i) Impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Resources. These standards shall not include requirements on minimum lot size.

(ii) Notwithstanding clause (i), a local agency may reduce or eliminate parking requirements for any accessory dwelling unit located within its jurisdiction.

(C) Provide that accessory dwelling units do not exceed the allowable density for the lot upon which the accessory dwelling unit is located, and that accessory dwelling units are a residential use that is consistent with the existing general plan and zoning designation for the lot.

(D) Require the accessory dwelling units to comply with all of the following:

(i) The accessory dwelling unit may be rented separate from the primary residence, but may not be sold or otherwise conveyed separate from the primary residence.

(ii) The lot is zoned to allow single-family or multifamily dwelling residential use and includes a proposed or existing dwelling.

(iii) The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling.

(iv) If there is an existing primary dwelling, the total floor area of an attached accessory dwelling unit shall not exceed 50 percent of the existing primary dwelling.

(v) The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.

(vi) No passageway shall be required in conjunction with the construction of an accessory dwelling unit.

(vii) No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

(viii) Local building code requirements that apply to detached dwellings, as appropriate.

(ix) Approval by the local health officer where a private sewage disposal system is being used, if required.

(x) (I) Parking requirements for accessory dwelling units shall not exceed one parking space per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway.

(II) Offstreet parking shall be permitted in setback areas in locations determined by the local agency or through tandem parking, unless specific findings are made that parking in setback areas or tandem parking is not feasible based upon specific site or regional topographical or fire and life safety conditions.

(III) This clause shall not apply to an accessory dwelling unit that is described in subdivision (d).

(xi) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the local agency shall not require that those offstreet parking spaces be replaced.

(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

(2) The ordinance shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(3) A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits. The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse it for costs incurred to implement this paragraph,

including the costs of adopting or amending any ordinance that provides for the creation of an accessory dwelling unit.

(4) An existing ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this subdivision. If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this subdivision, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this subdivision for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this section.

(5) No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under this subdivision.

(6) This subdivision establishes the maximum standards that local agencies shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in this subdivision, shall be used or imposed, including any owner-occupant requirement, except that a local agency may require that the property be used for rentals of terms longer than 30 days.

(7) A local agency may amend its zoning ordinance or general plan to incorporate the policies, procedures, or other provisions applicable to the creation of an accessory dwelling unit if these provisions are consistent with the limitations of this subdivision.

(8) An accessory dwelling unit that conforms to this subdivision shall be deemed to be an accessory use or an accessory building and shall not be considered to exceed the allowable density for the lot upon which it is located, and shall be deemed to be a residential use that is consistent with the existing general plan and zoning designations for the lot. The accessory dwelling unit shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

(b) When a local agency that has not adopted an ordinance governing accessory dwelling units in accordance with subdivision (a) receives an application for a permit to create an accessory dwelling unit pursuant to this subdivision, the local agency shall approve or disapprove the application ministerially without discretionary review pursuant to subdivision (a). The permitting agency shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a

delay, the 60-day time period shall be tolled for the period of the delay. If the local agency has not acted upon the completed application within 60 days, the application shall be deemed approved.

(c) (1) Subject to paragraph (2), a local agency may establish minimum and maximum unit size requirements for both attached and detached accessory dwelling units.

(2) Notwithstanding paragraph (1), a local agency shall not establish by ordinance any of the following:

(A) A minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit.

(B) A maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than either of the following:

(i) 850 square feet.

(ii) 1,000 square feet for an accessory dwelling unit that provides more than one bedroom.

(C) Any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size, for either attached or detached dwellings that does not permit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height with four-foot side and rear yard setbacks to be constructed in compliance with all other local development standards.

(d) Notwithstanding any other law, a local agency, whether or not it has adopted an ordinance governing accessory dwelling units in accordance with subdivision (a), shall not impose parking standards for an accessory dwelling unit in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile walking distance of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

(e) (1) Notwithstanding subdivisions (a) to (d), inclusive, a local agency shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of the following:

(A) One accessory dwelling unit or junior accessory dwelling unit per lot with a proposed or existing single-family dwelling if all of the following apply:

(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure.

An expansion beyond the physical dimensions of the existing accessory structure shall be limited to accommodating ingress and egress.

(ii) The space has exterior access from the proposed or existing single-family dwelling.

(iii) The side and rear setbacks are sufficient for fire and safety.

(iv) The junior accessory dwelling unit complies with the requirements of Section 65852.22.

(B) One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling. The accessory dwelling unit may be combined with a junior accessory dwelling unit described in subparagraph (A). A local agency may impose the following conditions on the accessory dwelling unit:

(i) A total floor area limitation of not more than 800 square feet.

(ii) A height limitation of 16 feet.

(C) (i) Multiple accessory dwelling units within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

(ii) A local agency shall allow at least one accessory dwelling unit within an existing multifamily dwelling and shall allow up to 25 percent of the existing multifamily dwelling units.

(D) Not more than two accessory dwelling units that are located on a lot that has an existing multifamily dwelling, but are detached from that multifamily dwelling and are subject to a height limit of 16 feet and four-foot rear yard and side setbacks.

(2) A local agency shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

(3) The installation of fire sprinklers shall not be required in an accessory dwelling unit if sprinklers are not required for the primary residence.

(4) A local agency shall require that a rental of the accessory dwelling unit created pursuant to this subdivision be for a term longer than 30 days.

(5) A local agency may require, as part of the application for a permit to create an accessory dwelling unit connected to an onsite water treatment system, a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

(6) Notwithstanding subdivision (c) and paragraph (1) a local agency that has adopted an ordinance by July 1, 2018, providing for the approval of accessory dwelling units in multifamily dwelling structures shall ministerially consider a permit application to construct an accessory dwelling unit that is described in paragraph (1), and may impose standards including, but not limited to, design, development, and historic standards on said accessory dwelling units. These standards shall not include requirements on minimum lot size.

(f) (1) Fees charged for the construction of accessory dwelling units shall be determined in accordance with Chapter 5 (commencing with Section 66000) and Chapter 7 (commencing with Section 66012).

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the accessory dwelling unit was constructed with a new single-family dwelling.

(3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(B) For purposes of this paragraph, “impact fee” has the same meaning as the term “fee” is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. “Impact fee” does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

(4) For an accessory dwelling unit described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation shall not require the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility or impose a related connection fee or capacity charge, unless the accessory dwelling unit was constructed with a new single-family home.

(5) For an accessory dwelling unit that is not described in subparagraph (A) of paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service.

(g) This section does not limit the authority of local agencies to adopt less restrictive requirements for the creation of an accessory dwelling unit.

(h) (1) A local agency shall submit a copy of the ordinance adopted pursuant to subdivision (a) to the Department of Housing and Community Development within 60 days after adoption. After adoption of an ordinance, the department may submit written findings to the local agency as to whether the ordinance complies with this section.

(2) (A) If the department finds that the local agency’s ordinance does not comply with this section, the department shall notify the local agency and shall provide the local agency with a reasonable time, no longer than 30 days, to respond to the findings before taking any other action authorized by this section.

(B) The local agency shall consider the findings made by the department pursuant to subparagraph (A) and shall do one of the following:

(i) Amend the ordinance to comply with this section.

(ii) Adopt the ordinance without changes. The local agency shall include findings in its resolution adopting the ordinance that explain the reasons the local agency believes that the ordinance complies with this section despite the findings of the department.

(3) (A) If the local agency does not amend its ordinance in response to the department's findings or does not adopt a resolution with findings explaining the reason the ordinance complies with this section and addressing the department's findings, the department shall notify the local agency and may notify the Attorney General that the local agency is in violation of state law.

(B) Before notifying the Attorney General that the local agency is in violation of state law, the department may consider whether a local agency adopted an ordinance in compliance with this section between January 1, 2017, and January 1, 2020.

(i) The department may review, adopt, amend, or repeal guidelines to implement uniform standards or criteria that supplement or clarify the terms, references, and standards set forth in this section. The guidelines adopted pursuant to this subdivision are not subject to Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2.

(j) As used in this section, the following terms mean:

(1) "Accessory dwelling unit" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

(A) An efficiency unit.

(B) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.

(3) "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.

(4) "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(5) "Local agency" means a city, county, or city and county, whether general law or chartered.

(6) "Neighborhood" has the same meaning as set forth in Section 65589.5.

(7) "Nonconforming zoning condition" means a physical improvement on a property that does not conform with current zoning standards.

(8) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(9) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.

(10) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.

(11) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

(k) A local agency shall not issue a certificate of occupancy for an accessory dwelling unit before the local agency issues a certificate of occupancy for the primary dwelling.

(l) Nothing in this section shall be construed to supersede or in any way alter or lessen the effect or application of the California Coastal Act of 1976 (Division 20 (commencing with Section 30000) of the Public Resources Code), except that the local government shall not be required to hold public hearings for coastal development permit applications for accessory dwelling units.

(m) A local agency may count an accessory dwelling unit for purposes of identifying adequate sites for housing, as specified in subdivision (a) of Section 65583.1, subject to authorization by the department and compliance with this division.

(n) In enforcing building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code for an accessory dwelling unit described in paragraph (1) or (2) below, a local agency, upon request of an owner of an accessory dwelling unit for a delay in enforcement, shall delay enforcement of a building standard, subject to compliance with Section 17980.12 of the Health and Safety Code:

(1) The accessory dwelling unit was built before January 1, 2020.

(2) The accessory dwelling unit was built on or after January 1, 2020, in a local jurisdiction that, at the time the accessory dwelling unit was built, had a noncompliant accessory dwelling unit ordinance, but the ordinance is compliant at the time the request is made.

(o) This section shall remain in effect only until January 1, 2025, and as of that date is repealed.

(Amended by Stats. 2019, Ch. 659, Sec. 1.5. (AB 881) Effective January 1, 2020. Repealed as of January 1, 2025, by its own provisions. See later operative version added by Sec. 2.5 of Stats. 2019, Ch. 659.)

State of California

GOVERNMENT CODE

Section 65852.22

65852.22. (a) Notwithstanding Section 65852.2, a local agency may, by ordinance, provide for the creation of junior accessory dwelling units in single-family residential zones. The ordinance may require a permit to be obtained for the creation of a junior accessory dwelling unit, and shall do all of the following:

(1) Limit the number of junior accessory dwelling units to one per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot.

(2) Require owner-occupancy in the single-family residence in which the junior accessory dwelling unit will be permitted. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(3) Require the recordation of a deed restriction, which shall run with the land, shall be filed with the permitting agency, and shall include both of the following:

(A) A prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers.

(B) A restriction on the size and attributes of the junior accessory dwelling unit that conforms with this section.

(4) Require a permitted junior accessory dwelling unit to be constructed within the walls of the proposed or existing single-family residence.

(5) Require a permitted junior accessory dwelling to include a separate entrance from the main entrance to the proposed or existing single-family residence.

(6) Require the permitted junior accessory dwelling unit to include an efficiency kitchen, which shall include all of the following:

(A) A cooking facility with appliances.

(B) A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(b) (1) An ordinance shall not require additional parking as a condition to grant a permit.

(2) This subdivision shall not be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if the junior accessory dwelling unit complies with applicable building standards.

(c) An application for a permit pursuant to this section shall, notwithstanding Section 65901 or 65906 or any local ordinance regulating the issuance of variances or special use permits, be considered ministerially, without discretionary review or a

hearing. The permitting agency shall act on the application to create a junior accessory dwelling unit within 60 days from the date the local agency receives a completed application if there is an existing single-family dwelling on the lot. If the permit application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the permitting agency may delay acting on the permit application for the junior accessory dwelling unit until the permitting agency acts on the permit application to create the new single-family dwelling, but the application to create the junior accessory dwelling unit shall still be considered ministerially without discretionary review or a hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. A local agency may charge a fee to reimburse the local agency for costs incurred in connection with the issuance of a permit pursuant to this section.

(d) For purposes of any fire or life protection ordinance or regulation, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit. This section shall not be construed to prohibit a city, county, city and county, or other local public entity from adopting an ordinance or regulation relating to fire and life protection requirements within a single-family residence that contains a junior accessory dwelling unit so long as the ordinance or regulation applies uniformly to all single-family residences within the zone regardless of whether the single-family residence includes a junior accessory dwelling unit or not.

(e) For purposes of providing service for water, sewer, or power, including a connection fee, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

(f) This section shall not be construed to prohibit a local agency from adopting an ordinance or regulation, related to parking or a service or a connection fee for water, sewer, or power, that applies to a single-family residence that contains a junior accessory dwelling unit, so long as that ordinance or regulation applies uniformly to all single-family residences regardless of whether the single-family residence includes a junior accessory dwelling unit.

(g) If a local agency has not adopted a local ordinance pursuant to this section, the local agency shall ministerially approve a permit to construct a junior accessory dwelling unit that satisfies the requirements set forth in subparagraph (A) of paragraph (1) of subdivision (e) of Section 65852.2 and the requirements of this section.

(h) For purposes of this section, the following terms have the following meanings:

(1) “Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(2) “Local agency” means a city, county, or city and county, whether general law or chartered.

(Amended by Stats. 2019, Ch. 655, Sec. 2. (AB 68) Effective January 1, 2020.)

State of California

HEALTH AND SAFETY CODE

Section 18007

18007. (a) “Manufactured home,” for the purposes of this part, means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. “Manufactured home” includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).

(b) Notwithstanding any other provision of law, if a codified provision of state law uses the term “manufactured home,” and it clearly appears from the context that the term “manufactured home” should apply only to manufactured homes, as defined under subdivision (a), the codified provision shall apply only to those manufactured homes. If any codified provision of state law, by its context, requires that the term applies to manufactured homes or mobilehomes without regard to the date of construction, the codified provision shall apply to both manufactured homes, as defined under subdivision (a), and mobilehomes as defined under Section 18008.

(Amended by Stats. 2007, Ch. 540, Sec. 4. Effective January 1, 2008.)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 23, 2020

FROM: Capitola Police Department

SUBJECT: Consider a New Photo Traffic Enforcement Contract

RECOMMENDED ACTION: Enter into a five-year contract with Verra Mobility, formerly American Traffic Solutions, for red light photo enforcement services and authorize the City Manager or designee to sign the agreement.

BACKGROUND: Since 2005, the City of Capitola has been using a red-light photo enforcement system to monitor all southbound vehicular traffic at the intersections of 41st Avenue and Clares Street and 41st Avenue and the Capitola Mall entrance. The system is operated by American Traffic Solutions doing business as Verra Mobility.

The original contractual period was five years with an option for a two-year extension. In 2012 Council authorized a second five-year contract with a two-year extension granted by Council on August 24, 2017. That contract expired on December 6, 2019. On December 31, 2019, staff negotiated a 90-day extension of the contract to provide time to review and consider the proposed new contract with Verra Mobility (see Attachment 1).

DISCUSSION: For several decades, traffic safety has been identified as a community and City priority. The photo enforcement program was implemented at the above intersections to improve traffic safety, reduce traffic collisions related to red-light violations, increase driver awareness, and change driving behavior. The enforcement program has operated effectively for the past 15 years, and data collected during that time provides a historical perspective on the functionality and safety benefits of the program.

Accident data collected for 2005 revealed significant concern associated with the 41st Avenue corridor between the freeway and Brommer Street due to 66 vehicular accidents, several known to be the result of motorists' failure to stop at the red light. As a result, Council authorized staff to enter into a contract with American Traffic Solutions for the establishment of photo enforcement at 41st and Clares and the intersection of 41st and the Mall Entrance. Since inception, traffic accidents throughout the 41st Avenue corridor have decreased. Specifically, since 2005,

- The intersection of 41st and Clares has seen a 60 percent decrease in accidents;
- 41st and the Mall entrance has seen an 89 percent decrease in accidents; and
- Accidents have decreased by 79 percent throughout the 41st Ave. corridor (see Attachment 2).

Photo Enforcement Contract
January 23, 2020

Based upon the analysis of collision data collected during the 15 years of implementation, staff believes that motorist driving behavior has changed resulting in a large percentage of the driving population complying with the law. As an example, over the last five-year period (2014-2018) the number of photographs taken of potential offenders (“events captured”) has decreased consistently from a high of 8,725 in 2014 to 5,943 in 2018. The overall recidivism rate is only 3 percent, meaning 97 percent of all violators who receive a citation do not commit a second violation. This low rate of recidivism is a clear signal of the positive change in driver behavior, and a strong indicator of the success of the program. It is worth noting that the “traffic volume” at this intersection has either remained consistent, or more likely, increased during this same period.

Red-light photo enforcement in conjunction with other enforcement efforts and traffic safety measures, such as raised center medians, the placement of dot bots, and the “No Right Turn on Red” restrictions, have reduced the number of collisions and enhanced safety in the busiest corridor in the City of Capitola.

Staff is recommending a sole-source purchasing contract due to the following considerations: a second source would require the removal and replacement of expensive equipment and subsequent survey/analysis of the roadways. The City would incur unnecessary costs to remove the current equipment, while the proposed new contract includes upgrades at no cost to the City. The proposed “purchase price” is substantially the same as the two previous contracts with American Traffic Solutions (ATS). Lastly, the City has enjoyed a good partnership with ATS for the past 14 years.

FISCAL IMPACT: The cost for the system is a \$5,100 fixed fee per month per camera system, resulting in a cost of \$10,200 for both intersections. The proposed contract stipulates that if the City does not collect fines totaling \$10,200 per month for red-light violations at the monitored intersections, the City only pays the vendor the amount collected. Please refer to page 3 section 4.5 - Flexible Payment Plan for specific language related to this contractual stipulation. Red-light violations at photo enforced intersections in Capitola have never exceeded \$10,200 per month since the inception of the program. As a result, the program is essentially cost neutral to the City.

ATTACHMENTS:

1. Draft red-light camera contract
2. Photo Enforcement Collision Data

Report Prepared By: Terry McManus
Police Chief

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

1/15/2020

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement includes the attached Exhibits (“Agreement”) and is made by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (“Verra Mobility”) and the City of Capitola, California (“Customer”).

WHEREAS, Customer desires to implement a photo enforcement program to enforce traffic violations (the “Program”) in accordance with state and local laws;

WHEREAS, Verra Mobility has the exclusive possession and ownership of the Axis™ System, including certain knowledge, equipment, licenses, and the processes for processing Violations;

WHEREAS, Customer selected Verra Mobility to provide services to implement and carry on the Customer's Program;

WHEREAS, Customer desires to use the Camera Systems together with the Axis System to monitor and enforce traffic Violations and to issue Citations for traffic Violations as part of its Program; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby admitted and acknowledged, the parties agree as follows:

By signing below, the parties agree to the terms and conditions of this Agreement. Each individual signing below represents that such individual has the requisite authority to execute this Agreement on behalf of the entity which such individual represents and that all the necessary formalities have been met.

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

CITY OF CAPITOLA, CALIFORNIA

By: _____
Garrett Miller Date
Executive Vice President
Government Solutions

By: _____
Name: _____ Date
Title: _____

ATTEST:

By: _____
Name: _____ Date
Title: _____

This Agreement is effective on the date of execution by the last signatory to this cover page (“Effective Date”).

Attachment: Draft red-light camera contract (Photo Enforcement Contract)

I. DEFINITIONS

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

“Approach”: One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.

“Axisis” or **“Axisis System”**: The proprietary back-end system that processes violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts.

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by Customer and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or **“Camera”**: A photo-traffic monitoring device consisting of one (1) rear camera, one (1) front camera, strobe, and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation on up to four (4) contiguous lanes which records such data with two (2) or more images of such vehicle. **“Camera System”**, where the context requires, also include any enclosure or cabinet, wiring, and related appurtenances in which the equipment is stationed.

“Change Order Notice”: Written notice from Customer requesting changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, setting forth in reasonable detail the proposed changes.

“Change Order Proposal”: A written statement from Verra Mobility describing the cost of the changes to the work or addition of products or services requested by Customer in a Change Order Notice.

“Citation”: A citation or notice of violation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axisis.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by Customer to Verra Mobility for equipment, services, and maintenance as set forth in EXHIBIT A.

“Infrastructure”: The poles, foundation, conduit, and other below-grade infrastructure required for System or any other equipment to be operational.

“Notice to Proceed”: Written confirmation from Customer that Verra Mobility may proceed with the installation of a given Camera System, a form of which is attached as EXHIBIT C.

“Owner”: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Person” or **“Persons”**: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of Customer’s project, as mutually agreed upon by the parties.

“Red Light Safety Camera System”: A Camera System, which is capable of capturing red light Violations, installed at an intersection Approach.

“**System**”: A Camera System and the related Infrastructure.

“**Violation**”: A failure to obey an applicable traffic law or regulation, including, without limitation, failure to obey a traffic signal.

II. **GENERAL TERMS AND CONDITIONS**

1. **Verra Mobility AGREES TO PROVIDE:**

The scope of work identified in **EXHIBIT B**, Section 1.

2. **CUSTOMER AGREES TO PROVIDE:**

The scope of work identified in **EXHIBIT B**, Section 2.

3. **TERM:**

This Agreement shall commence upon the Effective Date and shall continue for a term of five (5) years. This Agreement will automatically extend for five (5) consecutive one (1) year terms. However, Customer or Verra Mobility may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement one hundred twenty (120) days prior to the expiration of the then-current term.

4. **FEES AND PAYMENT:**

4.1 Customer shall pay for all equipment, services and maintenance based on the fee schedule indicated in **EXHIBIT A**, Service Fee Schedule 1.

4.2 Invoices shall be in standard Verra Mobility format.

4.3 The Customer shall pay all Fees due Verra Mobility based upon invoices received from Verra Mobility, which will be reconciled by the Police Department staff, working with Verra Mobility accounting staff and verified by the Customer's Finance Department. Police and Customer Finance Department staff will utilize Santa Cruz County Red Light Photo Enforcement Fine Collection data and distribution reports provided to the Customer by the County for each billing period. Customer shall pay all Fees due Verra Mobility within thirty (30) days from the billing period date when Santa Cruz County Red Light Photo Enforcement Fine Collection data is made available, or at least twice per year. Late payments are subject to interest calculated at 1.5% per month on open balances.

4.4 Verra Mobility's Fees will be fixed for the first five (5) years of this Agreement; thereafter, unit prices will increase annually by the Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. Customer average, as published by the Bureau of Labor Statistics, U.S. Department of Labor for the Services category listed under Commodity and Service Group.

4.5 Flexible Payment Plan:

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

This Flexible Payment Plan will be applied as follows: Verra Mobility will maintain an accounting of any net balances owed Verra Mobility each month during the term. If the total amount of funds

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

Example: Fee of \$4,400 per Camera System per month and four (4) cameras installed. If during Month 1 camera #1 revenue is \$5,000, camera #2 revenue is \$3,500, camera #3 revenue is \$6,000 and camera #4 revenue is \$3,000, the total revenue from the cameras for the month is \$17,500. Verra Mobility would invoice Customer for \$17,600 (\$4,400 x 4 Camera Systems). However, Customer would only be required to pay \$17,500 in Month 1 and the \$100 deficit would carry over to subsequent months. If in Month 2 the combined revenue from the 4 cameras was \$20,000, Verra Mobility would invoice the Customer \$17,700 (i.e., the \$100 deficit from the prior month plus the \$17,600 monthly fee for the 4 Camera Systems). The Customer is not responsible for any previously deferred balance remaining at the end of the term of the Agreement.

- 4.6 Flexible Payment Plan – Limitations. This provision shall not apply if: (1) Customer elects not to enforce all legally enforceable Violations; (2) Customer elects not to pursue collections on unpaid Violations when contractually obligated to do so; (3) Customer directs Verra Mobility to install a camera at a site where violation rates are projected by Verra Mobility to be below the rate required by Verra Mobility for an acceptable installation; (4) Customer waives and/or fails to timely process more than ten percent (10%) of valid Violations forwarded to the Police for acceptance according to the Business Rules defined by the Customer prior to the start of the program; or (5) Customer does not provide Verra Mobility with access to an accurate accounting of all payments received other than directly by Verra Mobility.
- 4.7 Payments by Customer – Customer will deduct from all payments to Verra Mobility all reasonable costs of upgrades to the System, overtime charges accrued by Capitola Police Department employees related to citation review, issuance, and court appearances related to use of Verra Mobility products.

5. COMMUNICATION OF INFORMATION:

Verra Mobility will comply with reasonable requests from Customer for information obtained by Verra Mobility through operation of the Axis System. Verra Mobility reserves the right to assess a fee for such services. Unless Verra Mobility is deemed a “Custodian of Record”, under any applicable law regarding disclosure of records or similar laws, Verra Mobility will not be under any obligation to provide information directly to non-Customer requesting parties. Should Verra Mobility choose to respond to non-Customer requesting parties, Verra Mobility and Customer shall work collaboratively in a good faith effort to provide requested information in a timely manner, which good faith effort may include, but not be limited to, Customer’s review and prior approval of Verra Mobility disclosing information.

6. CONFIDENTIALITY:

No information given by Verra Mobility to Customer will be of a confidential nature, unless specifically designated in writing as proprietary or confidential by Verra Mobility (“Verra Mobility Confidential Information”). If, however, Verra Mobility does designate certain information as proprietary or confidential, Customer shall treat the Verra Mobility Confidential Information with the same degree of care

and same restrictions as Customer treats its own proprietary and confidential information, but in no event with less than reasonable care and reasonable restrictions. Customer will use Verra Mobility Confidential Information solely in connection with its rights and obligations under this Agreement, and will not use Verra Mobility Confidential Information for any other purpose, including but not limited to any use to harm or injure Verra Mobility or in any other way detrimental to Verra Mobility. If Customer receives a request or becomes legally obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand, other demand or request by a governmental agency, or the application of statutes, rules or regulations) to disclose any of the Verra Mobility Confidential Information, Customer will promptly provide Verra Mobility with written notice of such request or requirement before any disclosure, and will cooperate with Verra Mobility's reasonable efforts to obtain confidential treatment of the Verra Mobility Confidential Information. If a protective order or other confidential treatment is not obtained or if Verra Mobility waives its rights under this paragraph, Customer agrees to furnish only so much of the Verra Mobility Confidential Information as it is legally required to furnish and, where appropriate, to exercise its best efforts to obtain written assurances that confidential treatment will be accorded to the Verra Mobility Confidential Information. Customer will give Verra Mobility an opportunity to review the Verra Mobility Confidential Information prior to its disclosure, and Customer will allow Verra Mobility to participate in any related proceeding. Nothing in this paragraph shall be construed contrary to the terms and provisions of any applicable law regarding disclosure of records or similar laws, insofar as they may be applicable.

7. **OWNERSHIP OF SYSTEM:**

Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis System provided for use by the Customer under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants Customer a non-exclusive, non-transferable license to use the Axis System. Verra Mobility shall retain the ownership rights to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the program data. On and as of the date of termination, Customer shall be deemed to accept and receive full ownership and control of the Infrastructure. Notwithstanding the Customer's ownership of the Infrastructure, any costs of upgrading the Infrastructure and any other Verra Mobility equipment shall either be paid by Verra Mobility directly or initially paid by the City, and then deducted from the City's payments to Verra Mobility, such that Verra Mobility bears all costs of upgrading Infrastructure and any other Verra Mobility equipment. Such upgrades shall take place at a time determined by Verra Mobility but not later than the expiration of the Term of this Agreement.

8. **INDEMNIFICATION AND LIABILITY:**

8.1 Indemnification by Verra Mobility. Verra Mobility agrees to indemnify Customer and its managers, officers, directors, employees, agents, representatives and successors (individually, a "Customer Party" and collectively, the "Customer Parties") against all liabilities, obligations, losses, damages, penalties and judgments (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to the negligence of, willful misconduct of, or material breach of this Agreement by Verra Mobility, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except (i) to the extent caused by the negligence of, willful misconduct of, or material breach of this Agreement by any Customer Party or (ii) any claim, action or demand (a "Claim") caused by Customer's failure to perform its obligations under this Agreement.

8.2 Indemnification by Customer. Customer hereby agrees to indemnify Verra Mobility and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all Persons acting by, through, under or in concert with them (individually, an "Verra Mobility Party" and collectively, the "Verra Mobility Parties") against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to the negligence of, willful misconduct of, or material breach of this Agreement by the Customer, its employees, contractors or agents that result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property

(including the personal property of third parties) except (a) to the extent caused by the negligence of, willful misconduct of, or material breach of this Agreement by any Verra Mobility Party or (b) any Claim caused by Verra Mobility's failure to perform its obligations under this Agreement. Upon the termination of this Agreement, Customer agrees to indemnify Verra Mobility Parties against any and all Losses which may be imposed on or incurred by any Verra Mobility Party arising out of or related to any Claim related to the poles, foundation, conduit, and other below-grade infrastructure ("Infrastructure").

- 8.3 Indemnification Procedures. In the event of any Claim in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the "Indemnified Party") shall give the party from whom indemnification is sought (the "Indemnifying Party") written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim and no party shall have the right to enter into any settlement agreement that materially affects the other party's material rights or material interests without such party's prior written consent, which consent shall not be unreasonably withheld or delayed.
- 8.4 Limited Liability. In no event shall Verra Mobility's liability under this Agreement exceed the average of the prior twelve (12) months of Fees paid by Customer pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability, arising out of or relating to this Agreement.

9. INSURANCE:

Verra Mobility shall maintain the following minimum scope and limits of insurance:

- 9.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence.
- 9.2 Workers' Compensation as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident. Verra Mobility shall at all times maintain Worker's Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of Customer.
- 9.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Verra Mobility with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.
- 9.4 Customer shall be named as additional insured on the comprehensive general liability policies provided by Verra Mobility under this Agreement.
- 9.5 Certificates showing Verra Mobility is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to Customer within thirty (30) calendar days after the Effective Date of this Agreement.
- 9.6 Customer shall be responsible for vehicle insurance coverage for the vehicle and all installed equipment, on any vehicles driven by Customer employees or contractors. Coverage will include liability and collision damage and shall provide 100% coverage. Additionally, Customer shall maintain: Worker's Compensation coverage as required by applicable state law; Employer's Liability Insurance; and Commercial General Liability insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability. Customer will provide certificates of insurance, listing Verra Mobility as

additional insured. If Customer fails to meet the above insurance requirements, Verra Mobility reserves the right to procure such insurance and bill the Customer.

10. LIMITED WARRANTY:

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, VERRA MOBILITY MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WITH RESPECT TO THE CAMERA SYSTEMS, THE COMMUNICATIONS DEVICES, THE AXIS SYSTEM, OR ANY RELATED EQUIPMENT OR SOFTWARE, OR WITH RESPECT TO THE RESULTS OF THE PROGRAM. THE CUSTOMER ACKNOWLEDGES THAT AT TIMES SUCH SYSTEMS AND RELATED EQUIPMENT AND SOFTWARE MAY MALFUNCTION OR OTHERWISE NOT OPERATE AS ANTICIPATED. VERRA MOBILITY SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

11. STATE LAW TO APPLY:

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

12. DISPUTE RESOLUTION:

- 12.1 All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both parties. Following thirty (30) days of unsuccessful negotiation, the parties shall participate in professionally-assisted mediation, with a mediator acceptable to both parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.
- 12.2 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the parties and upon a showing of substantial need by the party seeking discovery.
- 12.3 The arbitrator’s decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award:
- a) damages inconsistent with the Agreement; or,
 - b) punitive damages or any other damages not measured by the prevailing party’s actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.4 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as may be necessary to comply with legal or regulatory requirements.
- 12.5 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorneys’ fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such

payment, the parties will bear their own attorneys' fees in any matter or dispute under this Agreement.

13. CHANGE ORDERS:

Customer may request the addition of any products or services that Verra Mobility provides or other changes to the scope of work to be performed under this Agreement by providing a Change Order Notice to Verra Mobility. Upon Verra Mobility's receipt of the Change Order Notice, Verra Mobility shall deliver to Customer a Change Order Proposal. Following Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith regarding a plan and schedule for implementation of the proposed changes; the time, manner and amount of payment or price and any other matters relating to the proposed changes. Any Change Order Proposal mutually agreed to by the parties in writing shall be incorporated as an addendum to this Agreement.

14. TERMINATION:

14.1 Verra Mobility's services may be terminated:

- (i) By mutual written consent of the parties; or
- (ii) For material breach of this Agreement by either party, where the other party fails in any material way to perform its obligations under this Agreement.
 - a) Where Customer is in breach of this Agreement for non-payment of Fees to Verra Mobility, Verra Mobility may exercise any or all of the following remedies: (1) provide Customer written notice and ten (10) days to cure before suspending performance and turning off the Camera Systems; (2) terminate this Agreement for cause where Customer's account remains delinquent sixty (60) days after written notice; and (3) in addition to the foregoing, seek any other available remedies at law or equity.
 - b) Termination under this Subsection 15.1(ii) for any reason other than non-payment of Fees by Customer is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
- (iii) Customer may unilaterally terminate this Agreement without cause after providing forty-five (45) days written notice to Verra Mobility. In the event the City terminates pursuant to this provision, Customer shall pay Verra Mobility an early termination fee in the amount of \$165,000.
- (iv) In the event of termination by Verra Mobility under Subsection 15.1(ii) for breach by Customer (including non-payment of Fees), Customer shall pay Verra Mobility an early termination fee based on a price of a \$165,000 Red Light Safety Camera System amortized over sixty (60) months on a straight-line basis. The amortization schedule for said costs shall be reduced proportionally for each month each Camera System is installed. This subsection shall only apply to Camera Systems installed after the Effective Date of this Agreement.
- (v) Customer recognizes the substantial upfront costs Verra Mobility will incur to install Camera Systems. Customer therefore agrees that any Camera Systems that Customer authorizes through a Notice to Proceed shall remain installed and operational for the duration of the term, unless otherwise mutually agreed. Verra Mobility will bill a restocking or standby fee for any upfront costs associated with the Camera System(s) or other equipment in the event Customer terminates or suspends a Notice to Proceed.

14.2 Upon termination of this Agreement, including because it has reached the end of its term, the parties recognize that Customer will have to process Events in the "pipeline". Accordingly, the parties shall

take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) Customer shall cease using the Axis System to capture Events.
- (ii) Unless it is unlawful to do so, Verra Mobility will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee per Camera System. After such ninety (90) day period, Verra Mobility will terminate all use of the Axis System for Customer's Program and upon such termination, the Axis System, including violationinfo.com website, and related lockbox shall no longer be capable of accepting payments.
- (iii) Except as provided for in Section 15.2(iv) related to the Infrastructure, Customer shall return or allow Verra Mobility to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) Pursuant to Section 8, Customer shall be deemed to accept full ownership and control of the Infrastructure. Upon Customer's request or if otherwise required by law, regulation, or administrative agency, and subject to the limitations set forth herein, Verra Mobility shall remove the Infrastructure Verra Mobility installed in connection with Verra Mobility's performance of its obligations under this Agreement for the actual cost of the removal (presently estimated at approximately \$5,000 per Approach) plus an additional 20% service fee (the "Removal Fee"). As part of the services performed for the Removal Fee, Verra Mobility shall restore the surface of Customer's property to substantially the same condition as such property was in immediately prior to this Agreement, except for foundation removal, which shall be left approximately flush with grade with no exposed bolts, or other hazards. Installed underground Infrastructure shall not be required to be removed, and Customer shall accept and observe any and all duties, obligations, or liabilities associated with the remaining foundation, conduit, or other below-grade Infrastructure.

14.3 In the event of termination by Verra Mobility for non-payment of Fees by Customer, Verra Mobility shall cease processing Events as of the date of termination.

15. LIMITED AGENCY:

Customer hereby grants Verra Mobility the authority to act on its behalf as a limited agent of Customer solely for purposes of (i) access to DMV records; and (ii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules. Verra Mobility and its employees, contractors, agents and servants will in no event be considered to be employees, agents (other than in the limited capacity described herein), or servants of Customer. This Agreement does not and shall not be interpreted as creating a general agency relationship between Verra Mobility and Customer.

16. USE OF SUBCONTRACTORS:

From time to time, Verra Mobility may subcontract certain services provided under this Agreement without notice to or consent of Customer.

17. DATA RETENTION:

Subject to litigation holds, court orders, changes in law, or other legal requirements applicable to Verra Mobility, Verra Mobility shall maintain the categories of data set forth under the heading "Type of Record" for the periods of time set forth under the heading "Minimum Verra Mobility Retention Period" on Exhibit E during the term of this Agreement. Within one hundred-twenty (120) days of the later of the termination of this Agreement or the termination of any wind-down period, Verra Mobility shall place the Violation Images, Non-Violation Images, Individually Identifiable Violation Records, and Individually Identifiable Non-Violation Records (each as described on Exhibit E), not previously disposed of in accordance with the data retention schedule, at a secured location with SFTP access where Customer shall have ninety (90) days to retrieve and validate the information. After ninety (90) days, Verra Mobility shall

delete all data from the SFTP location and shall have no further data retention obligations to Customer with respect to such data.

18. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, hurricanes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by the parties. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay. For the avoidance of doubt, road construction is not an event of Force Majeure.

19. TAXES:

At the time of execution of this Agreement, it is the understanding of the parties that Verra Mobility's services provided hereunder may be subject to federal, state or local taxes including but not limited to excise, sales, use, property or similar taxes or charges. Customer agrees to reimburse Verra Mobility for any such tax or charge if charged against Verra Mobility. If incurred, such taxes or charges may be invoiced at any time.

20. NOTICES:

Any notices or demand which, under the terms of this Agreement or under any statute, that must or may be given or made by Verra Mobility or Customer shall be in writing and shall be given or made by personal service, first class mail, Federal Express, or by certified mail to the parties at the following addresses:

City of Capitola
420 Capitola Avenue
Capitola, CA 95010
Attn: Police Chief

American Traffic Solutions, Inc.
1150 North Alma School Road
Mesa, Arizona 85201
Attn: Legal Department

21. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement shall be enforced to the maximum extent possible so as to give effect to the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable herein.

22. AMENDMENTS TO THE AGREEMENT:

Any changes, modifications or amendments to this Agreement shall be in writing and signed by both parties.

23. INTEGRATION:

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

24. SURVIVAL:

The following provisions of the General Terms and Conditions shall survive the termination of this Agreement: Sections 4, 6, 7, 8, 11, 12, 14, 15, 17, 19, 22 and this Section 25.

25. ADDITIONAL SERVICES:

During the term of this Agreement, from time-to-time Verra Mobility may propose certain new technologies for Customer to consider and, if so desired, Customer may procure from Verra Mobility the new technologies through an amendment to this Agreement upon terms to be mutually agreed upon.

26. PILOTS:

From time to time, at the mutual agreement of the parties, Verra Mobility may pilot existing Verra Mobility products and services or products and services that are under development by Verra Mobility or its current or future subcontractors and vendors (each a "Vendor"). During any pilot pursuant to this Section 27, registered owner information shall not be used and no Events will be issued as Citations and no mailing of warnings or Citations will occur. Customer expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by any pilot systems. Verra Mobility may request Customer or its employees to provide feedback on the use, quality, viability, features, functionality, or desirability of pilot systems ("Customer Feedback"). All data, drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared or generated by Verra Mobility or a Vendor or a pilot systems in connection with any pilot shall remain the property of Verra Mobility (the "Pilot Data"). To the extent that such Pilot Data is provided to Customer, Verra Mobility grants to Customer a limited, personal, nonsublicensable, nonexclusive license to use the Pilot Data, solely for evaluation and statistical purposes. Actual program performance may vary from pilot performance. Customer acknowledges and agrees that the terms of this Agreement, *except for* Sections 6, 7, 8, 11, 12, 16, 21, 22, 23, 24, 25 and this Section 27, shall not apply to any such pilot.

27. EXECUTION:

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile or ".pdf" transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or ".pdf" shall be deemed to be their original signatures for any purpose whatsoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
SERVICE FEE SCHEDULE

1.0 **Description of Pricing**

Fees are based on per camera and are as follows:

Product Description	Fee
Red Light Safety Camera System – the parties shall mutually agree on the number of units to be installed.	\$5,100 Fixed Fee per Month per Camera System
Subsequent Notices Mailing Fee – For any additional notices sent by First Class Mail required by the Customer or required by law in excess of the standard set of notices as described in subsection 1.2.3 of Exhibit B, Verra Mobility will charge the Customer a Subsequent Notices Mailing Fee.	\$2.00 per page per notice
Video Retrieval Fee: Verra Mobility shall retrieve up to one (1) video per week at no cost to Customer. Note: Customer shall have unlimited ability to self-retrieve video at no cost to Customer through the Enhanced Video Services.	For all additional video retrievals, the fee is \$10.00 each.
Service Fees: All service Fees per Camera System above includes all costs required and associated with a Camera System installation for monitoring up to 4 lanes and two signal phases, routine maintenance, and use of Axis System for back-office operations. Includes camera equipment for monitoring up to 4-lanes and up to two (2) signal phases, installation, maintenance, Event processing services, DMV records access, First Class mailing of Citations with return envelope, First Class mailing of second notice (as needed), lockbox and epayment processing (excluding user convenience fee, which is paid by payor), IVR call center support for general Program questions and public awareness Program support. Any required certified mail is not included and the fee is extra and will be billed per unit as published by the US Postal Service.	

Optional Collection Services:

2.0 Verra Mobility may initiate collection efforts of delinquent notices upon written request by Customer, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Verra Mobility will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Verra Mobility Fees noted above.

Delinquent Collections Services 30% of Recovered Revenue

In the event that Customer elects to have Verra Mobility provide collections services, Customer shall so notify Verra Mobility in writing. Customer agrees that, once Verra Mobility’s collections services are elected, Customer may not utilize another vendor for these collections services without prior written consent from Verra Mobility.

Attachment: Draft red-light camera contract (Photo Enforcement Contract)

EXHIBIT B
SCOPE OF WORK

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the Axis System and related services to Customer as outlined in this Agreement, excluding those items identified in Section 2 titled “Customer Scope of Work”. Verra Mobility and Customer understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper party the responsibility and cost for such items. In general, if work is to be performed by Customer, unless otherwise specified in writing, Customer shall not charge Verra Mobility for the cost.
- 1.1.2 Customer and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Prior to installing or deploying a Camera System, Verra Mobility may conduct a statistical analysis of each road or intersection Approach being considered for a Camera System or Camera Systems (“Site Selection Analysis”) to assist Customer in determining which road or Approaches will be the most beneficial to Customer in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Camera System installations will be based on mutual agreement by Customer and Verra Mobility. Verra Mobility makes no representations or warranties that any Violation rate estimates will be predictive of actual future traffic Violation rates.
- 1.1.4 Verra Mobility will install Camera System(s) at a number of intersections to be mutually agreed upon between Verra Mobility and Customer after completion of Site Selection Analysis and reflected in a written Notice to Proceed. Once installed the Camera Systems will be activated remotely without the need of any technicians or Customer staff being present. In addition to any initial Designated Intersections the parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed.
- 1.1.5 Verra Mobility’s Communications Department will assist Customer with public information content and outreach campaign strategies.
- 1.1.6 Verra Mobility agrees to provide a secure website (www.violationinfo.com) accessible to Owners/violators who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by Customer. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.7 Verra Mobility will provide technician site visits to each Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and general system inspections and maintenance, including Infrastructure upgrades when necessary.
- 1.1.8 Verra Mobility shall take commercially reasonable best efforts to repair a non-functional System within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction.

- 1.1.9 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of \$4.00 for each payment processed through the web, call center, IVR, or other electronic means. Such fee is paid by the payor and retained by Verra Mobility.
- 1.1.10 Verra Mobility will work with the Customer and its prior vendor in the data migration of the prior vendor's records into the Axis System.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the Customer's Business Rules.
- 1.2.2 Verra Mobility shall provide Customer with a grace period of up to thirty (30) days in length, as determined by Verra Mobility, following the installation and activation of the first installed Camera System. Customer shall not be charged a fee during the grace period.
- 1.2.3 Verra Mobility shall provide Customer with access to the Axis System, including image processing, first notice printing and mailing of Citation per Violation and a mailing of a text only reminder notice, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the Axis System shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or by a rental car company. Costs of certified mailings are priced separately and paid by Customer to Verra Mobility as indicated in **EXHIBIT A**.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to Verra Mobility as agreed upon by the parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the Customer's Business Rules.
- 1.2.6 Verra Mobility shall seek records from out-of-state vehicle registration databases and use such records to assist Customer in processing Citations. In its capacity as limited agent pursuant to the DMV Services Subscriber Authorization found in **EXHIBIT D**, Verra Mobility may seek records from out-of-state vehicle registration databases. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.7 The Axis System shall provide Customer with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to Customer, Verra Mobility reserves the right to modify the suite of standard program reporting available to Customer, so long as such change applies generally to customers with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.8 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from Customer at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide Customer with or train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axis System until judicial notice is taken. Customer shall use its best efforts to obtain judicial notice as soon as possible. If Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, Customer shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

- 1.2.9 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) vandalism, negligence or recklessness on the part of a third-party, a driver or severe weather or other Force Majeure events, Verra Mobility and Customer shall bear the cost of repair equally with Customer reimbursing Verra Mobility for its portion of the cost of repair. For all other causes of damage, including road construction, Customer negligence, etc. Customer shall reimburse Verra Mobility for the cost of repair. Verra Mobility shall bear costs associated with regular Infrastructure upgrades, as identified by Verra Mobility.
- 1.2.10 Verra Mobility shall provide a help-line to assist Customer with resolving any problems encountered regarding its Camera System and/or the Axis System. The help-line shall function during Business Hours.
- 1.2.11 As part of the Axis System, a website will be made available to allow alleged violators the ability to view their Citations online. This online viewing system shall include a link to the Verra Mobility payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by Verra Mobility processors and communicated to the court via the Axis transfer described above.

2. **CUSTOMER SCOPE OF WORK**

2.1 **GENERAL IMPLEMENTATION REQUIREMENTS**

- 2.1.1 Within seven (7) business days of the Effective Date of this Agreement, Customer shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
- A project manager with authority to coordinate Customer responsibilities under this Agreement;
 - Court manager responsible for oversight of all Court-related program requirements;
 - The police contact;
 - The court contact;
 - The person responsible for overseeing payments by violators (might be court);
 - The Prosecuting Attorney;
 - The Customer Attorney;
 - The finance contact (who receives the invoices and will be in charge of reconciliation);
 - The IT person for the police;
 - The IT person for the courts;
 - The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - Court manager responsible for oversight of all Court-related program requirements.
- 2.1.2 Customer and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the parties. Customer shall make every effort to adhere to the Project Time Line.
- 2.1.3 Verra Mobility to provide Customer with a mock-up of the Citation within fifteen (15) days of the Effective Date of this Agreement. Customer shall provide a revised draft of the Citation in accordance with Customer's local law and state law within fifteen (15) days of receipt of the mock-ups from Verra Mobility.
- 2.1.4 Within seven (7) business days of receipt by Customer, Customer shall provide Verra Mobility completed forms for purposes of directing payments by payors and establishing a merchant identification number, if applicable, and such forms may include among others a financial information request form, participant agreement and merchant services agreement

for the provision of electronic payment processing services by a payment processor, W-9, certification regarding beneficial ownership, and a bank verification letter prepared by Customer's settlement bank.

- 2.1.5 Customer grants Verra Mobility the right to make non-substantive formatting or incidental changes to the Citation form without approval by Customer.
- 2.1.6 Customer shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT D**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), State Department of Motor Vehicles, or appropriate authority indicating that Verra Mobility is acting on behalf of the Customer for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.1.7 Customer shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.8 Customer is responsible for notifying Verra Mobility of any local legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read of the proposed legislation. Verra Mobility will not be responsible for complying with any change in applicable local law, until such time as Verra Mobility has been notified by Customer in writing of the change in law.
- 2.1.9 Customer is responsible for all final jurisdictional issues, including but not limited to as they pertain to issuance of Citations, adjudication of Violations, and intergovernmental authorities.
- 2.1.10 Customer will comply with all applicable federal, state, and local laws, ordinances, regulations and orders (collectively, "Laws"), including without limitation to the extent applicable Criminal Justice Information Services (CJIS) requirements, any Laws relating to data privacy, or any Laws applicable its conduct with respect to the Program.
- 2.1.11 Once a Notice to Proceed is granted to Verra Mobility in writing, Customer shall not issue a stop work order to suspend activity on the implementation process, unless Customer reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.12 Once a Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.13 Customer shall not use the Camera Systems or Axis for any purpose not permitted by Law.
- 2.1.14 Customer shall process each Event in accordance with state law and/or municipality ordinances within three (3) business days of its appearance in the law enforcement review queue, using Axis to determine which Events constitute Violations that will be issued as Citations. In the event that Customer fails to process Events within this timeframe, Verra Mobility shall not be liable for failure of the Axis System to allow Customer to issue a notice or Citation within statutory timeframes.
- 2.1.15 In the event that remote access to the Axis System is blocked by Customer network security infrastructure, Customer's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.
- 2.1.16 For any data migration where Customer wants its prior vendor's records to be transferred to the Axis System, or any other system provided by Verra Mobility, Customer shall require its

prior vendor to provide such records in a format required by Verra Mobility. Customer shall also require its prior vendor to work as efficiently and effectively as possible with Verra Mobility in any data migration project, and shall require its prior vendor to complete such data migration within ninety (90) days of the Effective Date of this Agreement.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.2.1 If Customer requests that Verra Mobility move a System to a new Approach after initial installation, Customer shall pay for the costs to relocate the System. Customer may not request the relocation of a site within the first year after installation. This subsection 2.2.1 only applies to fixed Systems, such as a Red Light Safety Camera System.
- 2.2.2 If a construction or improvement project requires an installed Camera System to be deactivated or requires a Camera System, including imbedded sensors, to be moved or removed, Customer shall continue to pay the Fee and any costs for moving or removing the System.
- 2.2.3 Prior to the installation of any System, Customer shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for System installation. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the removal of a System or otherwise impact an Approach during the term of this Agreement, Customer shall notify Verra Mobility of any such construction.
- 2.2.4 Customer will design, fabricate, install and maintain camera warning signs required by law for purposes of operating the Program. If Customer cannot provide such signage, Verra Mobility will do so, and Customer shall reimburse Verra Mobility for such costs.
- 2.2.5 Customer understands that proper operation of the System requires access to traffic signal phase connections. Customer, therefore, shall provide free access to traffic signal phase connections according to approved design. When traffic signal phase connections are not under the jurisdiction of Customer, it shall be Customer's responsibility to negotiate agreements with the owner or maintaining agency of the traffic signal controller and infrastructure in order to provide the required access to said phase connections and infrastructure.
- 2.2.6 Customer understands that proper operation of the System sometimes requires attachment of certain items of detection equipment to existing signal masts, mast arms and/or other street furniture. Customer, therefore, shall provide free access to Verra Mobility to attach certain items of detection equipment to existing signal masts, mast arms and / or other street furniture for the proper operation of the System.
- 2.2.7 Customer shall require its prior vendor to make all power sources, pull boxes and conduit available at each location to Verra Mobility at no charge. Customer agrees to facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each System within Customer's jurisdiction. Verra Mobility may agree to cover these upfront costs and bill Customer. If the costs of accessing power or running conduit at any location is cost-prohibitive as determined by Verra Mobility, the parties shall in good faith look for an alternative location.
- 2.2.8 Unless required by law, Customer shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer. However, to the extent applicable, Verra Mobility work product and drawings shall be overseen and approved by a licensed professional engineer and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

- 2.2.9 Customer shall approve or reject Verra Mobility submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days. Customer shall provide its best efforts in providing aid in achieving these timeframes for plan approvals when plans are being reviewed and permitted by any state, local, and/or county agencies.
- 2.2.10 Customer, or any department of Customer, shall not charge Verra Mobility or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits, including any fee for traffic control services and permits during installation or maintenance of a System. Customer shall also apply for, when in Customer's name, and fund any and all needed state, local, and/or county permits, including any traffic control permits.
- 2.2.11 Customer understands and agrees that time is of the essence and that public safety is at issue and shall issue all needed permits to Verra Mobility and its subcontractor(s) within three (3) business days of plan approval. Customer shall provide its best efforts to aid in achieving these timeframes for permit issuance when permitted by any state, local, and/or county agency.
- 2.2.12 If required by the submitted design for proper operation, Customer shall allow Verra Mobility to install vehicle detection sensors in the pavement of roadways within Customer's jurisdiction, as permitted. Customer shall provide its best efforts to aid in acquiring any and all required permission and permits when the roadway is under the jurisdiction of the state or county.
- 2.2.13 Customer shall allow Verra Mobility to build needed infrastructure into any existing Customer-owned easement.
- 2.2.14 If use of private property right-of-way is needed, Customer shall assist Verra Mobility in acquiring permission to build in existing utility easements as necessary. Any costs for private property right-of-way lease/rental costs shall be borne by Customer as it is expressly excluded from the base fee structure identified in the fee schedule.
- 2.2.15 Law enforcement officers shall comply with all laws related to the use of the Camera System, including performing procedures or following any processes required to ensure that the evidence captured by the Camera System is admissible in court.

2.3 COURTS OPERATIONS

- 2.3.1 Customer shall provide a judge or hearing officer and court facilities to schedule and hear disputed Citations. Verra Mobility shall bear the overtime costs accrued by the Police Department related to citation review, citation issuance, and court appearances related to the citations.
- 2.3.2 Customer shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. Customer may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.
- 2.2.1 Verra Mobility shall provide one (1) online adjudication processing module, which will enable the adjudication function to review cases, related images, and other related information required to adjudicate the disputed Violation. If instead of online adjudication processing, Customer desires to integrate Verra Mobility data into its adjudication system, subject to feasibility, Verra Mobility shall provide a court interface. Customer shall be responsible for the cost of development of any such interface. The system will also enable

the court staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of Verra Mobility data to the adjudication system are the responsibility of the Customer.

DRAFT

Attachment: Draft red-light camera contract (Photo Enforcement Contract)

EXHIBIT C
FORM OF NOTICE TO PROCEED

Reference is made to the Standard Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and the City of Capitola, California (“Customer”), dated as of _____[date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Customer hereby designates this [first] phase implementation of cameras at designated intersections. Verra Mobility shall make its best efforts to install a Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that Customer has received permission for all implementations in writing from any third-party sources.

Below is a list of Approaches provided by Customer, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by Customer shall serve as authorization for the installation of Camera Systems for all Approaches designated as follows:

- 1) _____
- 2) _____

Customer understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

Customer recognizes the substantial upfront costs Verra Mobility will incur to construct and install the Systems for the above listed intersection Approaches. Customer agrees that the Systems authorized by this Notice to Proceed for the above-listed Approaches shall remain installed and operational for the duration of the current term of the Agreement. Verra Mobility reserves the right to bill Customer for any upfront costs associated with the intersection approaches listed above in the event Customer elects to cancel or suspend the installation.

IN WITNESS WHEREOF, Customer has executed this Notice to Proceed as of the date written below.

CITY OF CAPITOLA, CALIFORNIA

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Name: _____ Date _____
Title: _____

Attachment: Draft red-light camera contract (Photo Enforcement Contract)

EXHIBIT D
DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

NLETS

1918 W. Whispering Wind Dr.
Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director

Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement between the City of Capitola, California and American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) regarding automated enforcement camera systems is, or will be, enacted and will be, or is, in force. As a requirement of and in performance of that Agreement between the City of Capitola, California and Verra Mobility, it will be necessary for Verra Mobility to access NLETS motor vehicle data.

Please accept this letter as authorization from the Capitola Police Department for Verra Mobility to run motor vehicle inquiries. This authorization is and will be in effect until further notification from the City.

This authorization will automatically expire upon the termination of the Agreement between the City of Capitola, California and Verra Mobility. Such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the Capitola Police Department and have the authority to empower Verra Mobility to use ORI AGENCY ORI for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

NLETS Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

Telephone _____ **Fax** _____

Email _____

Signature of Authorized Representative _____

Date Signed _____

Attachment: Draft red-light camera contract (Photo Enforcement Contract)

EXHIBIT E
RETENTION SCHEDULE

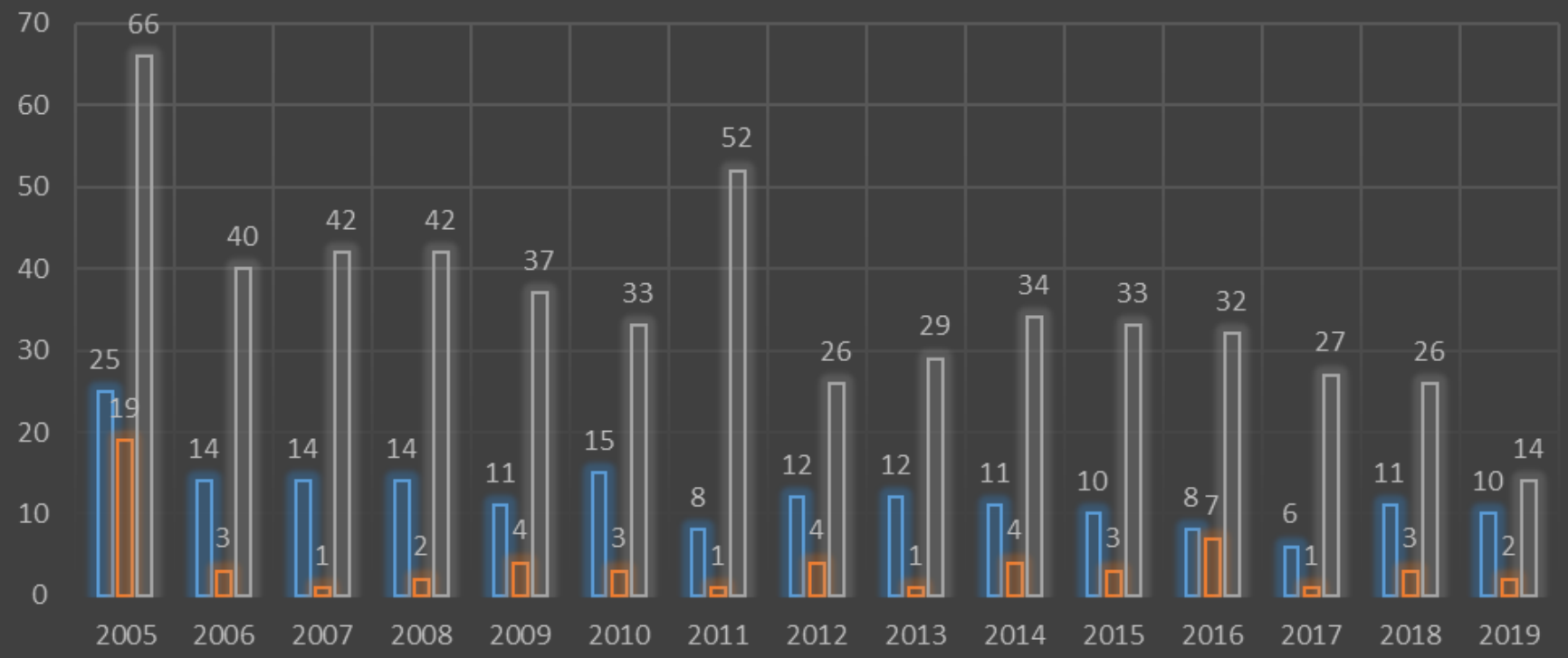
Type of Record	Minimum Verra Mobility Retention Period***
Violation Images* (including video clips and related metadata)	36 months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	45 days from Event capture date
Individually Identifiable Violation Records*	36 months from payment or final adjudication
Individually Identifiable Non-Violation Records**	45 days from Event capture date
Audio recording from contact center	90 days from call
Written correspondence with citizens regarding Violations (scanned electronic copy)	1 year from date of correspondence or disposition of Violation
Annual Camera System Calibration/Certification Records	36 months from payment or final adjudication of an applicable Violation
Maintenance Records	36 months from payment or final adjudication of an applicable Violation
Other Program Records	36 months from termination of the Agreement.

- * Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.
- ** Non-Violation Image: an image of an Event not issued as a Citation.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event not issued as a Citation.
- *** Retention period is not applicable upon termination of the Agreement and the data is provided to Customer pursuant to Section 17 of the Agreement.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into Axis. For the avoidance of doubt, this records retention schedule does not apply to any records related to any Pilot Data.

41st Avenue Collision Data 2005-2019 (as of 12/13/2019)

41st @ Clares 41st @ Mall Entrance 41st Avenue Corridor



Attachment: Photo Enforcement Collision Data (Photo Enforcement Contract)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JANUARY 23, 2020

FROM: City Manager Department
SUBJECT: Discuss Developing a Code of Conduct

RECOMMENDED ACTION: Form a City Council ad hoc subcommittee to work with staff to create a draft Code of Conduct policy for review by the full City Council.

BACKGROUND: At the September 26, 2019, meeting, City Council directed staff to bring back options for a Code of Conduct for City Council Members and City commissioners/board members. Staff, in conjunction with the City Attorney, has reviewed codes of conduct from other jurisdictions. Several example codes of conduct are attached to this report as background.

DISCUSSION: Examples of codes of conduct can vary from a single page to 25-plus page comprehensive documents. All of the examples reviewed by staff outline core values and expectations. More comprehensive codes include:

1. Specific examples of how City officials are expected to interact with and use City resources
2. Standards for communications with the public, boards and commissions, other governmental agencies, staff, and media
3. Procedures to investigate violations and penalties

While more comprehensive examples often appear drafted to address a wide range of potential situations, staff does not believe any single document of this type can address every possible future scenario. Instead staff suggests a good code of conduct should provide a framework to guide how elected and appointed officials should conduct themselves, and a basic structure to adjudicate violations.

The December 2019 issue of *Western City* included an article by Rod Gould, "Beyond Ethics: Establishing a Code of Conduct to Guide Your Council." This article includes a list of examples of typical elements for a code of conduct, specifically:

- Demonstrate honesty and integrity in every action and statement;
- Inspire public confidence in city government;
- Work for the common good, not personal interest;
- Respect the proper roles of elected officials and city staff in ensuring open and effective government;

Consider Code of Conduct
January 23, 2020

- Disagree agreeably and professionally (use appropriate language, tone, nonverbal gestures, etc.);
- Share information and avoid surprises;
- Approach the business of governing in a professional manner — conduct business in a way that brings honor to the institution of government;
- Praise in public, criticize in private;
- Work together as a body, modeling teamwork and civility for the community;
- Communicate through the city manager;
- Prepare in advance of council meetings, be familiar with issues on the agenda and ask questions of the city manager before the meetings so everyone can be fully prepared when the meeting occurs;
- Fully participate in city council meetings and other public forums while demonstrating respect, consideration and courtesy to others;
- Participate in scheduled activities to increase council effectiveness;
- Share information with other council members about committee meetings attended;
- Work for win-win — strive for consensus and seek common ground; and
- Honor “discussion” before “decisions” — delay making formal motions until initial discussions have taken place.

The article also notes the Council’s determination about how it will enforce the code is just as important as the principles expressed in the document.

As a first step in developing a code of conduct for Capitola, staff is seeking input about what process the Council would like to use to prepare a policy. Options include:

- Form a City Council ad hoc subcommittee to work with staff to prepare a draft Code of Conduct policy and bring it back for review by the entire Council; or
- Schedule a special City Council meeting or workshop to formulate a Code of Conduct. Some jurisdictions bring in subject matter experts to guide this type of conversation, however staff does not believe this is necessary at this time; or
- Give direction about whether Council envisions a high-level focused document (see Simi Valley and Healdsburg examples), a more comprehensive document that outlines more specific behavior expectations and methodologies for enforcement (see Brentwood example), or a hybrid approach, and direct to staff to return to Council with a draft Code of Conduct policy.

The Code of Conduct can be approved as an ordinance, resolution, or policy.

FISCAL IMPACT: Fiscal Impact will depend on the direction taken.

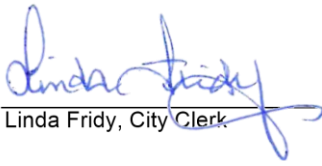
ATTACHMENTS:

1. Healdsburg Code of Conduct (PDF)
2. Brentwood Ethics and Conduct Policy (PDF)
3. Simi Valley Code of Ethics and Conduct (PDF)

Report Prepared By: Larry Laurent
Assistant to the City Manager

Consider Code of Conduct
January 23, 2020

Reviewed and Forwarded by:



Linda Fridy, City Clerk

1/17/2020

XIX. CONDUCT BY COUNCILMEMBERS, COMMISSIONERS AND COMMITTEE MEMBERS

A. To increase public confidence in City government; assist Councilmembers, and Committee and Commission members with decision-making; and to encourage high standards of behavior by Councilmembers and Committee/Commission members the following Code of Conduct shall be followed by the City Councilmembers and Committees and Commissions of the City of Healdsburg:

1. Council members are expected to read staff reports and supporting information in the agenda packets and get necessary clarification on issues prior to Council meetings.
2. Study sessions are held to help educate the Council and allow staff to receive comments and direction to bring items back on a later agenda for possible action.
3. In order to reach the best possible solutions, information is shared freely between Council members during Council meetings.
4. Council members treat each other, the public, and staff with respect at all times.
5. There is a respect for differing opinions.
6. The Council will address the issue(s) before the body based on the merits and substance of the matter regardless of the person/group presenting those issues.
7. The Council, overall, strives for consensus.
8. There are individual interests and areas of expertise of Council members – allowing the Council to rely on one another for information and positive action.
9. Council looks to boards, commissions, and committees for independent advice and possible legislative actions.

B. Ethical Considerations

1. Comply with the Law. Councilmembers and Board and Commission members shall comply with all applicable laws in the performance of their public duties.
2. Conduct of Councilmembers, Board and Commission members. The professional and personal conduct of members must be above reproach and avoid the appearance of impropriety. While it is understood that Councilmembers, and Board and Commission members enjoy First Amendment rights, they should refrain from abusive conduct, personal charges

or verbal attacks upon the character or motives of other members of the Council, Boards, Commissions, staff, or the public that is intended to disrupt and not further the City's business.

3. Respect for Process. Councilmembers, and Board and Commission members shall perform their duties in accordance with the processes and rules of order established by Council governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the Council by City staff.
4. Decisions based on Merit. Councilmembers and Boards and Commission members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
5. Gifts and Favors. Councilmembers and Board and Commission members shall follow the laws and regulations that apply to the acceptance of gifts or favors by a public official.
6. Confidential Information. Councilmembers and Board and Commission members shall respect the confidentiality of information concerning the property, personnel or legal affairs of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or other private interests.
7. Use of Public Resources. Councilmembers and Board and Commission members shall not use public resources, such as staff time, equipment, supplies or facilities, for private gain or personal purposes.
8. Advocacy. Councilmember and Board and Commission members shall represent the official policies or positions of the Council, Board or Commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, Councilmembers and Board and Commission members shall explicitly state they do not represent the position of the entire Council, the Board or the Commission.
9. Positive Work Environment. Councilmembers and Board and Commission members shall support the maintenance of a positive and constructive work environment for City staff, private citizens and businesses dealing with the City. Councilmembers and Board and Commission members shall recognize their roles in individual dealings with City staff.

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CITY OF BRENTWOOD ETHICS AND CONDUCT POLICY

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1. PURPOSE; APPLICABILITY

It is the intent of this Ethics and Conduct Policy (“Policy”) to promote and maintain fair, ethical, and accountable local government for the City of Brentwood (“City”). The people of Brentwood expect public officials to comply with both the letter and the spirit of the laws of the United States of America and of the State of California; the Brentwood Municipal Code; and established policies of the City affecting the operations of local government. All persons covered by this Policy will aspire to meet the highest ethical standards in discharging their responsibilities as elected officials of the City.

This Policy addresses various aspects related to the governance of the City of Brentwood and supplements, but does not supplant, other laws and rules regarding the legal responsibilities of City officials. These include, but are not limited to, the Federal and State Constitutions; various provisions of the California Government Code (such as the Brown Act and the Political Reform Act); laws prohibiting discrimination and harassment; and the City of Brentwood Municipal Code. Elected officials are expected to be familiar with these laws to ensure that they exercise their public responsibilities in a proper fashion.

While it is not possible to anticipate and provide a rule of conduct and ethics for all situations that public officials may face, this Policy is designed to provide a framework to guide public officials in their daily duties.

In this Policy, the term “City Council” or “Council Members” includes the Mayor and Vice-Mayor, unless the context requires otherwise. Sections 2 and 4 of this Policy apply to Council Members acting in their official capacities and in the discharge of their duties. Section 3 applies to the City Council and Commissions whenever Commissions are specifically mentioned.

2. CORE VALUES.

Attitudes, words, and actions should demonstrate, support, and reflect the following qualities and characteristics for the well-being of the community. The five core values, developed by the employees of the City, and expressions that reflect these core values are as follows:

INTEGRITY – uncompromising adherence to moral and ethical principles

- I am honest with my fellow elected officials, City staff, members of the community, and others.
- I do not promise what I believe to be unrealistic.
- I am prepared to make unpopular decisions when my sense of the public’s best interests requires it.
- I credit others’ contributions to moving our community’s interests forward.
- I do not knowingly use false or inaccurate information to support my position or views.
- I safeguard my ability to make independent, objective, fair and impartial judgments by scrupulously avoiding financial and social relationships and transactions that may compromise, or give the appearance of compromising, objectivity, independence, and honesty.
- I do the right thing, even when no one is looking.

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- I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.
- I do not accept gifts, services or other special considerations for personal benefit because of my public position.
- I excuse myself from participating in decisions when my or my immediate family's financial interests may be affected by my City's actions.
- I do not give special treatment or consideration to any individual or group beyond that available to any other individual.
- I refrain from disclosing confidential information concerning litigation, personnel, property, or other affairs of the City, without proper legal authority, nor use such information to advance my financial or other personal interests.
- I demonstrate concern for the proper use of City assets (such as personnel, time, property, equipment, and funds) and follow established procedures.
- I honor commitments, keep promises and build trust.

PASSION -- boundless enthusiasm for what we do

- I promote meaningful public involvement in the City's decision-making processes.
- I approach my responsibilities and work related relationships with zeal and a positive attitude.
- I provide friendly, receptive, and courteous service to everyone.
- I am attuned to, and care about the needs and issues of the people of Brentwood, public officials and City staff.
- In my interactions with constituents, I am interested, engaged and responsive.
- I strongly convey the City's care for and commitment to the people of Brentwood.
- I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
- I show pride and enthusiasm for the City of Brentwood.
- I will represent the official policies and positions of the City to the best of my ability when designated for this purpose.
- I am self-motivated and work to motivate others.
- I continually strive to do better.
- I persevere through failures.

ACCOUNTABILITY – answerable for our actions

- I take responsibility for all that I do; I am responsible for my actions and accept the consequences of my actions.
- I do not make promises on behalf of my colleagues without their concurrence at a duly noticed public meeting.
- I treat all persons, claims and transactions in a fair and equitable manner; I make decisions based on the merits of the issue.
- If I receive substantive information that is relevant to a matter under consideration from sources outside the public decision-making process, I publicly share it with my colleagues and staff.
- I work to contribute to a strong organization that exemplifies transparency and open communication.

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- I do not use public resources, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.
- I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
- I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the City and its residents.

RESPECT – to feel and show esteem and consideration for others

- I treat my fellow officials, staff and the public with patience, courtesy and civility, even when we disagree on what is best for the community.
- I understand that I am one of five members of the City Council and will work towards consensus building and gain value from diverse opinions.
- I respect the distinction between the role of office holder and staff. I involve staff in meetings with individuals, those with business before the City, officials from other agencies and legislators to ensure proper staff support and to keep staff informed.
- I conduct myself in a courteous and respectful manner at all times during the performance of my official City duties.
- If I have a concern about the performance of a City employee, I will not express it in public, to the employee directly or to the employee’s manager. Instead, my comments will be made to either City Manager or City Attorney, as appropriate.
- I support a healthy personal and professional balance for myself and staff.
- I encourage full participation of all persons and groups.
- I engage in effective two way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.
- I value and recognize my colleagues, staff and the public for their unique skills, talents and perspectives.
- I respect the governmental process and will perform my duties in accordance with the rules of order established by the City Council governing the deliberation of public policy issues, meaningful involvement of the public, and implantation of decisions.

QUALITY – the highest degree of excellence

- I strive to keep the City as a municipal leader and work to ensure that we hire, promote and retain high caliber employees.
- I act in an efficient manner, making decisions based on research and facts, taking into consideration the City’s short and long term goals.
- I follow through in a responsible way, keeping others informed and responding in a timely fashion.
- I am aware of and follow established City processes and guidelines.
- I represent the people of Brentwood to the best of my ability
- I keep my professional knowledge and skills current and growing.
- I promote intelligent and thoughtful innovation in order to forward the City’s policy agenda and City services.
- I endeavor to produce excellent work that moves the City forward in a positive direction.
- I consider, understand, and manage risk as I make decisions.

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- I will base my decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.

3. PROTOCOL RELATED TO CONDUCT

3.1 Ceremonial Events. Requests for a City representative at ceremonial events will be coordinated by City staff. Invitations received at City Hall are initially presumed to be for official City representation. Invitations addressed to Council Members at their homes are presumed to be for unofficial, personal consideration.

The Mayor will serve as the designated City representative. If the Mayor is unavailable, then the Vice- Mayor will be asked to attend. If the Mayor and Vice-Mayor are both unavailable, then City staff will determine if event organizers would like another representative from the City Council. (See Policy 110-1, Section 3.3.)

3.2 City Letterhead; Correspondence Signatures.

a. City Letterhead. The use of City letterhead is only for official City business. The Mayor or his/her official designee is authorized to sign letters and various other documents on City letterhead for the following matters:

- Letters of commendation or appreciation.
- Responses to invitations.
- Cover letters accompanying ceremonial actions or official document submittals or any other matter.
- Letters supporting the League of California Cities position on a matter, unless the City Council has taken a contrary position.
- Letters supporting legislation related to approved City projects.
- Items routine in nature, experienced in the normal course of conducting the business of the City.

Supplies of City letterhead stationery may not be given to individual Council, Commission or Board members.

b. Correspondence Signatures. City staff may prepare official letters in response to public inquiries and concerns when addressed to the Mayor and/or City Council. These letters will carry the signature of the Mayor unless the Mayor requests that they be signed by another Council Member or City staff. If correspondence is addressed only to one Council Member, that Council Member should check with the City Manager on the best way to respond to the sender.

3.3 Travel Expenses. The policies and procedures related to the reimbursement of travel expenses for official City business by Council Members and City Commissioners are outlined in the City's Travel Policy and Procedures. (See Council/Administrative Travel Policy No.20-4.)

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3.4. Endorsement of Candidates. Council Members and City Commissioners have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official City meetings.

3.5 Conduct with City Staff. The City Council shall deal with the City staff solely through the City Manager or City Attorney and pursuant to Brentwood Municipal Code §§2.36.070 and 2.37.050 as may be applicable. City Commissioners shall deal with the City staff solely through the Department Director or staff person assigned as liaison to the particular Commission.

3.6 Conduct with Commissions. The City has established several Commissions as a means of gathering more community input. Citizens who serve on Commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- a. If a Council Member attends a Commission meeting and wishes to speak, he or she should state clearly whether he or she is representing the view of the Council as a whole or is speaking on behalf of him/herself or another person.
- b. Limit contact with Commission members to questions of clarification. It is inappropriate for a Council Member to contact a Commission member to lobby on behalf of an individual, business, or developer.
- c. Commissions represent and serve the whole community. Commission members are not answerable to an individual Council Member.
- d. A primary role of Commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives.

Inappropriate behavior by a Commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the Commission. Inappropriate behavior by a Commissioner can lead to removal, under the Municipal Code.

3.7 Conduct with Other Public Agencies. When meeting with or appearing before another public agency (including a semi-public agency), a Council Member must be clear about whether the member is representing the City or his or her personal interests. If a Council Member appears before another public agency or organization to give a statement on an issue, the Council Member must clearly state whether his or her statement reflects personal opinion or is the official stance of the City.

If the Council Member is representing the City, the Council Member must support and advocate the official City position on an issue, not a personal viewpoint. If the Council Member is representing another organization whose position is different from the City, the Council Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council Members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.

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3.8 Conduct with the Public.

a. In Public Meetings. Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual Council Members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- 1) Be welcoming to speakers and treat them with respect.
- 2) Be fair and equitable in allocating public hearing time to individual speakers.
- 3) Be an active listener.
- 4) Ask for clarification, but avoid debate and argument with the public. Council Members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- 5) Avoid personal attacks of any kind, under any circumstances.

3.9 Conduct with the Media. Council Members are frequently contacted by the media for background and quotes. Typically, the Mayor is the designated representative of the Council to present and speak on the official City position. However, if the media contacts an individual Council Member, the Council Member should be clear about whether their comments represent the official City position or a personal viewpoint.

4. IMPLEMENTATION AND ENFORCEMENT.

4.1 General. City of Brentwood elected officials have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. This Policy will be most effective when the elected officials are thoroughly familiar with it and embrace its provisions.

Upon adoption of this Policy, all current elected officials shall be given a copy of it and asked to certify, in writing, that they have received the Policy, understand its provisions, and pledge to conduct themselves by the Policy. All new members of the City Council, upon election or reelection, shall be given a copy of the Policy and are required to certify, in writing, they have received it, and understand its provisions, and pledge to conduct themselves by the Policy. (See Attachment 1.)

This Policy is intended to be a reflection of the City Council's values in concurrence with those of the employees of the City of Brentwood and, as appropriate, may be enforced by the Council through Section 4.2 below.

4.2 Violations.

The provisions of this Section 4.2 apply exclusively to the Mayor and Council Members, and do not extend to members of City Commissions. Violations by Commissioners of this Policy or any other

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applicable City Council/Administrative Policy may be considered by the City Council, or by a City Council Subcommittee, who will make a recommendation to the City Council on an appropriate City Council response.

A City Council Member who does not follow this Policy or any other applicable City policy may face admonition, sanction, or censure.

This Section 4.2 sets forth the procedures to be followed when there is a belief that a Council Member has violated this Policy or any other applicable City policy. This Rule shall not be used for violations of State or Federal laws as such laws are subject to separate penalty and enforcement provisions outside of the City’s purview.

a. Notification of Allegation. If a Council Member believes that another Council Member has violated this Policy or any other applicable City policy, he or she shall notify the Mayor. If the allegation is against the Mayor, the Vice Mayor shall be notified. If the allegation concerns both the Mayor and Vice Mayor, then the most senior Council Member shall be notified and, if two Council Members share seniority, then the Council Member who received the most votes in their most recent election shall be notified. The person selected will be provided with all background information that the Council Member making the allegation has in their possession.

Once an allegation has been received, the person receiving the allegation shall meet with the City Manager and the City Attorney. At that time, the person who received the allegation will determine whether more information is needed, whether the allegation is unfounded, or whether to recommend that the full Council hear the allegation.

If the person who received the allegation determines that the allegation is unfounded or requires additional information, he or she will notify the Council Member making the allegation. At that time, if the Council Member making the allegation is not satisfied with the person’s determination, he or she may bring the matter to the full Council for review by asking the City Manager, at least a week before the meeting, to place it on the next City Council Agenda; and the City Manager will notify the Council Member against whom the allegation is made about the violation and the future agenda item.

If the person receiving the allegation determines that the allegation should be brought to the City Council for review, at least a week before the meeting he or she will ask the City Manager to place it on the next City Council Agenda for discussion under the New Business portion of the Agenda; and the City Manager will notify the Council Member against whom the allegation is made about the violation and future agenda item.

Should an allegation be brought to the City Council, the City Manager, in consultation with the City Attorney, will prepare a brief staff report that, among other things, reminds the City Council of this Rule. It will be the responsibility of the City Council Member making the allegation to present the matter to his/her colleagues.

b. Potential Council Actions. While the City Council has broad discretion in deciding which of the three potential actions below it may choose to impose in response to violations of this Policy or any other applicable policy, the following are definitions and procedures related

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to three types of actions: admonition, sanction and censure. Admonition and sanctions are not considered punishments and there are no penalties associated with them; a censure is considered a punishment and may include penalties.

Admonition

This is the least severe form of action. Admonition may typically be directed to all members of the City Council, reminding them that a particular type of behavior is in violation of City policy and that, if it occurs or is found to have occurred, could make a member subject to sanction or censure. Admonition may be issued in response to a particular alleged action or actions, although it would not necessarily have to be triggered by such allegations. Admonition may be issued by the City Council prior to any findings of fact regarding allegations, and because it is a warning or reminder, would not require a separate hearing to determine whether the allegation is true.

Sanction

This is the next most severe form of action. Sanction should be directed to a particular member of the City Council based on a particular action (or set of actions) that is determined to be in violation of City policy, but is considered by the City Council to be not sufficiently serious to require censure. A sanction is distinguished from censure in that it is not a punishment. A sanction may be issued based upon City Council review and consideration of a written allegation of a policy violation. The member accused of such violation will have the opportunity to provide a written or verbal response to the allegation. A sanction may be issued by the City Council and because it is not punishment or discipline, would not require a separate hearing.

Censure

Censure is the most severe form of action contemplated in this policy and available to the City Council. Censure is a formal statement of the City Council officially reprimanding one of its members. It is a punitive action, which serves as a penalty imposed for wrongdoing. It may be combined with loss of committee assignments (either within the City of Brentwood or with inter-governmental agencies) or the restriction of official travel.

Censure should be used for cases in which the City Council determines the policy violation is a serious offense.

In order to protect the overriding principle of freedom of speech, the City Council shall not impose censure on any of its members for the exercise of their First Amendment rights, no matter how distasteful the expression was to the Council and the City. However, nothing here in shall be construed to prohibit the City Council from collectively condemning and expressing their strong disapproval of such remarks.

- c. **City Council Discussion; Admonition or Sanction.** At the meeting when the allegation is to be considered, the City Council may discuss it and determine whether to issue an admonition or sanction; or to hold a separate hearing to consider censure. Where the City Council decides to issue an admonition or sanction, a resolution may be prepared for the next meeting based upon the City Council discussion and direction.

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d. Censure. If the City Council decides to conduct a separate public hearing on the question of censure, they will direct the City Manager, in consultation with the City Attorney, to engage the services of an independent third party investigator to conduct an investigation of the matter, prepare factual findings and make a recommendation as to the allegation’s merit to the City Council. At that time, the City Council will also set a “not to exceed” investigation budget. Should, in the course of the investigation, it appear that the investigator’s costs will exceed the approved budgeted amount, then the City Council will be notified, at a duly noticed public meeting, to determine whether to increase the budget or stop the investigation.

If the investigator determines there is no factual merit to the allegation, that information will be conveyed to the City Council prior to a censure hearing. At that time, the City Council will determine whether to take no additional action; or to issue an admonition or a sanction.

If the investigator determines there is factual merit to the allegation, a report of the factual findings shall be presented to the City Council for hearing and determination.

e. Censure Hearing. If a separate hearing is set to consider the question of censure, it must be set far enough in advance to give the Council Member subject to the allegation adequate time to prepare a defense.

The person who received the original allegation from the Council Member who made the allegation will preside at the hearing. The rules of evidence will not apply to the hearing, which is not a formal adversarial proceeding.

The investigator will present his or her report and the City Council, including the Council Member who is the subject of the investigation, will have the opportunity to question the investigator. The Council Member who is the subject of the allegation will have an opportunity to present a rebuttal to the allegation, which shall be limited to thirty minutes unless extended by the City Council. The Council Member who is the subject of the allegation may be represented at the hearing and may have the representative speak or ask questions on his or her behalf. The City Council may also allow the testimony of a limited number of witnesses. The right to present witnesses shall be within the absolute discretion of the City Council.

Following the rebuttal, any witness testimony and any closing statement of the Council Member who is the subject of the allegation, the City Council shall hear public comments. At the conclusion of the public comments, the City Council shall discuss the matter and render a decision on whether to censure the Council Member against whom the allegation has been raised

Should the City Council decide to censure the Council Member against whom the allegation has been raised, they shall direct the City Manager, in consultation with the City Attorney, to prepare a resolution making findings and penalties with regard to the specific charges, based on substantial evidence. The resolution will be considered by the City Council at a duly noticed public meeting.

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COUNCIL/ADMINISTRATIVE POLICY

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Revision History

<i>Date</i>	<i>Resolution No.</i>	
5-13-2014	2014-55	<i>adopted original Policy 110-5</i>
6-14-2016	2016-74	<i>Amended Policy 110-5 (Revising Sections 1 and 3 and adding Section 2 edited from former Policy 110-1, Rules 28-36.</i>

Attachment: Brentwood Ethics and Conduct Policy (Consider Code of Conduct)

City of Simi Valley Code of Ethics and Conduct for Elected Officials and Members of Appointed Boards, Commissions, and Committees

Statement of Purpose

The citizens and businesses of Simi Valley are entitled to have fair, ethical and accountable local government which has earned the public's full confidence for integrity. The City of Simi Valley's strong desire to fulfill this mission therefore requires that:

- public officials, both elected and appointed, comply with both the letter and spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial and fair in their judgment and actions;
- public office be used for the public good, not for personal gain; and
- public deliberations and processes be conducted openly, unless legally confidential, in an atmosphere of respect and civility.

To this end, the Simi Valley City Council has adopted this Code of Ethics and Conduct for elected officials and members of appointed boards, commissions, and committees to assure public confidence in the integrity of local government and its effective and fair operation.

1. Act in the Public Interest

Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of Simi Valley and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Simi Valley City Council, boards, commissions, and committees.

2. Comply with the Law

Members shall comply with the laws of the nation, the State of California, and the City of Simi Valley in the performance of their public duties. These laws include, but are not limited to: the United States and California constitutions; laws pertaining to conflicts of interest, election campaigns, financial disclosures, employer responsibilities, and open processes of government; and City ordinances and policies.

3. Conduct of Members

The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of Council, boards, commissions, and committees, the staff or public.

**City of Simi Valley Code of Ethics and Conduct
for Elected Officials and Members of
Appointed Boards, Commissions, and Committees**

4. Respect for Process

Members shall perform their duties in accordance with the processes and rules of order established by the City Council and boards, commissions, and committees governing the deliberation of public policy issues, meaningful involvement of the public, and implementation of policy decisions of the City Council by City staff.

5. Conduct of Public Meetings

Members shall prepare themselves for public issues; listen courteously and attentively to all public discussions before the body; and focus on the business at hand. They shall refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit

Members shall base their decisions on the merits and substance of the matter at hand.

7. Communication

Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards, commissions, and committees which they may have received from sources outside the public decision-making process.

8. Conflict of Interest

In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a material financial interest or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts; and they shall abstain from participating in deliberations and decision-making where conflicts may exist.

9. Gifts and Favors

Members shall comply with the requirements of the Political Reform Act relating to the acceptance and reporting of gifts.

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for Elected Officials and Members of
Appointed Boards, Commissions, and Committees**

10. Confidential Information

Members shall respect the confidentiality of information concerning City property, personnel or proceedings of the City. They shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal interests.

11. Use of Public Resources

Members shall not use public resources not available to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes. Members shall not utilize the City's name or logo for the purpose of endorsing any political candidate or business.

12. Representation of Private Interests

In keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, commission, committee, or proceeding of the City, nor shall members of boards, commissions, and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

13. Advocacy

Members shall represent the official policies or positions of the City Council, board, commission, or committee to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the City of Simi Valley, nor will they allow the inference that they do.

14. Policy Role of Members

Members shall respect and adhere to the council-manager structure of Simi Valley city government as outlined in the City's policies and procedures and follow Simi Valley Municipal Code Section 2-6.208 with respect to the City Manager's relationship with the City Council. In this structure, the City Council determines the policies of the City with the advice, information and analysis provided by the public, boards, commissions, and committees and City staff. Except as provided by the City ordinance, members therefore shall not interfere with the administrative functions of the City or the professional duties of City staff; nor shall they impair the ability of staff to implement Council policy decisions.

**City of Simi Valley Code of Ethics and Conduct
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15. Independence of Boards, Commissions, and Committees

Because of the value of the independent advice of boards, commissions, and committees to the public decision-making process, members of Council shall refrain from using their position to influence unduly the deliberations or outcomes of board, commission, and committee proceedings.

16. Positive Work Place Environment

Members shall support the maintenance of a positive and constructive work place environment for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees and refrain from creating the perception of inappropriate direction to staff.

17. Implementation

As an expression of the standards of conduct for members expected by the City, the Simi Valley Code of Ethics and Conduct is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, ethical standards shall be included in the regular orientations for candidates for City Council, applicants to boards, commissions, and committees and newly elected and appointed officials. Members entering office shall sign a statement affirming they have read and understood the City of Simi Valley Code of Ethics and Conduct. In addition, the Code of Ethics and Conduct shall be reviewed bi-annually by the City Council, boards, commissions, and committees, and the City Council shall consider recommendations from boards, commissions, and committees and update it as necessary in November of even-numbered years.

18. Compliance and Enforcement

The Simi Valley Code of Ethics and Conduct expresses standards of ethical conduct expected for members of the Simi Valley City Council, boards, commissions, and committees. Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of boards, commissions, and committees and the Mayor have the additional responsibility to intervene when members' actions appear to be in violation of the Code of Ethics and Conduct are brought to their attention. The City Council may impose sanctions on members whose conduct does not comply with the City's ethical standards, such as reprimand, formal censure, loss of seniority or committee assignment. The City Council also may act to remove members of boards, commissions, and committees from office.

City of Simi Valley Code of Ethics and Conduct for Elected Officials and Members of Appointed Boards, Commissions, and Committees

STATEMENT OF COMMITMENT

As a member of the Simi Valley City Council or of a Simi Valley board, commission, or committee, I agree to uphold the Code of Ethics and Conduct for elected and appointed officials adopted by the City Council and conduct myself by the following model of behavior. I will:

- Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;
- Help create an atmosphere of respect and civility where individual members, City staff and the public are free to express their ideas and work to their full potential;
- Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;
- Respect the dignity and privacy of individuals and organizations;
- Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;
- Avoid and discourage conduct which is divisive or harmful to the best interests of Simi Valley;
- Treat all people with whom I come in contact in the way I wish to be treated.

I affirm that I have read and that I understand, accept and support the City of Simi Valley Code of Ethics and Conduct.

Board, Commission, Committee

Position

(Print Name)

Signature

Date

Attachment: Simi Valley Code of Ethics and Conduct (Consider Code of Conduct)