

City of Capitola

Council Meeting Agenda



Mayor: Yvette Brooks
Vice Mayor: Sam Storey
Council Members: Jacques Bertrand
Margaux Keiser
Kristen Petersen

THURSDAY, MARCH 25, 2021

REGULAR MEETING – 7 PM

CLOSED SESSION – 5 PM

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

**CONFERENCE WITH LABOR NEGOTIATORS
(Gov' t Code § 54957.6)**

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

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL - 7 PM

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

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

- 1. ROLL CALL AND PLEDGE OF ALLEGIANCE**
Council Members Kristen Petersen, Jacques Bertrand, Margaux Keiser, Sam Storey, and Mayor Yvette Brooks
- 2. REPORT ON CLOSED SESSION**

3. ADDITIONAL MATERIALS

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

4. ADDITIONS AND DELETIONS TO AGENDA

5. PUBLIC COMMENTS

Please review the Notice of Remote Access for instructions.

6. 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.

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 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 March 11, 2021, City Council Regular Meeting Minutes
RECOMMENDED ACTION: Approve minutes.
- B. Planning Commission Action Minutes
RECOMMENDED ACTION: Receive minutes.
- C. Consider the Budget Calendar for the 2021/22 Fiscal Year
RECOMMENDED ACTION: Approve the Budget Calendar meeting schedule for Fiscal Year 2021/22.
- D. Approve Contract Amendment with Adams Ashby Group for Professional Services Related to Community Development Block Grant Administration and Annual HOME reporting
RECOMMENDED ACTION: Approve an amendment to the existing contract with Adams Ashby Group to add \$8,750 to cover costs associated with grant applications, \$27,000 for CDBG-CV2&3 administration; \$3,700 for annual HOME Investment Partnership Program reporting; and an option of up to \$35,000 for 2021 CDBG administration if the City receives 2021 CDBG funding. Total contract value will increase from \$16,575 to \$91,025.
- E. Consider Adoption of Updated Recreation Job Descriptions
RECOMMENDED ACTION: Adopt the proposed resolution amending the Hourly/Seasonal Pay Schedule and approve new job descriptions.
- F. Consider an Amended Fee Schedule for Fiscal Year 2020-21
RECOMMENDED ACTION: Adopt the proposed resolution amending the fee schedule for fiscal year 2020/2021.

- G. Consider Granting an Easement to Soquel Creek Water District for a Water Main Located on the Library Property at 2005 Wharf Road
RECOMMENDED ACTION: Approve a resolution authorizing and directing the City Manager to execute a Grant Deed, granting a 10-foot-wide easement for a water main to the Soquel Creek Water District over the City owned property at 2005 Wharf Road, the location of the new Capitola Branch Library (APN: 034-541-34).
- H. Receive Update on Pandemic Response
RECOMMENDED ACTION: Make the determination that all hazards related to the worldwide spread of the coronavirus (COVID-19) as detailed in Resolution No. 4168 adopted by the City Council on March 12, 2020, still exist and that there is a need to continue action.

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. 2021 Community Development Block Grant Public Hearing to Consider Potential Activities
RECOMMENDED ACTION: Receive staff presentation, open public hearing to allow input on potential activities, and direct staff to proceed with an application under the 2021 CDBG NOFA.
- B. Outdoor Dining and Village Parking Program Discussion
RECOMMENDED ACTION: Consider potential FY 21/22 City goals related to outdoor dining and Village parking rates, and provide direction.
- C. Consider Options for Implicit Bias Training
RECOMMENDED ACTION: Approve the implicit bias training plan as follows; 1) City Council and City Department Heads: Hold public workshop, 2) Capitola Police and Community Service Officers: Continue with the required eight-hour Implicit Bias and Racial Profiling course every five years, and 3) Other City Employees: access to a self-directed e-learning program.
- D. Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)
RECOMMENDED ACTION: Receive staff update on Local Coastal Plan (Zoning Code) Certification by the California Coastal Commission and direct the Mayor to submit a public comment letter on behalf of the City Council.
- E. Consider a Cooperative Agreement with the Santa Cruz County Regional Transportation Commission Concerning the Regional Monterey Bay Sanctuary Trail
RECOMMENDED ACTION: Approve an agreement with the Santa Cruz County Regional Transportation Commission for work on the Santa Cruz Branch Rail Line for construction of a pedestrian pathway along the rail line connecting the Upper Beach and Village Parking Lot and Monterey Ave.

9. ADJOURNMENT

NOTICE OF REMOTE ACCESS

In accordance with the current Santa Cruz County Health Order outlining social distancing requirements and Executive Order N-29-20 from the Executive Department of the State of California, the City Council meeting is not physically open to the public and in person attendance cannot be accommodated.

To watch:

- Online <http://capitolaca.iqm2.com/Citizens/Default.aspx>
- Spectrum Cable Television channel 8

To join Zoom:

- Join the Zoom Meeting with the following link:
<https://us02web.zoom.us/j/86852445648?pwd=czNuTTRqNUdxczZ0RlFJeXBGNm1Udz09>
- If prompted for a passcode, enter **898055**
- **-OR-** With a landline or mobile phone, call one of the following numbers:
 - **1 669 900 6833**
 - **1 408 638 0968**
 - **1 346 248 7799**
- Enter the meeting ID number: 868 5244 5648
- When prompted for a Participant ID, press #

To submit public comment:

When submitting public comment, one comment (via phone **or** email, not both), per person, per item is allowed. If you send more than one email about the same item, the last received will be read.

1. Zoom Meeting (Via Computer or Phone) Link:
 - A. IF USING COMPUTER:
 - § Use participant option to “raise hand” during the public comment period for the item you wish to speak on. Once unmuted, you will have up to 3 minutes to speak
 - A. IF CALLED IN OVER THE PHONE:
 - § Press *9 on your phone to “raise your hand” when the mayor calls for public comment. Once unmuted, you will have up to 3 minutes to speak
1. Send Email:
 - A. During the meeting, send comments via email to publiccomment@ci.capitola.ca.us
 - § Emailed comments on items will be accepted after the start of the meeting until the Mayor announces that public comment for that item is closed.
 - § Emailed comments should be a maximum of 450 words, which corresponds to approximately 3 minutes of speaking time.
 - § Each emailed comment will be read aloud for up to three minutes and/or displayed on a screen.
 - § Emails received by publiccomment@ci.capitola.ca.us outside of the comment period outlined above will not be included in the record.

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

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA March 25, 2021

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 MARCH 25, 2021

FROM: City Manager Department

SUBJECT: Consider the March 11, 2021, City Council Regular Meeting Minutes

RECOMMENDED ACTION: Approve minutes.

DISCUSSION: Attached for Council review and approval are the minutes of the regular meeting on March 11, 2021.

ATTACHMENTS:

1. 3-11-21 draft

Report Prepared By: Chloe Woodmansee
City Clerk

Reviewed and Forwarded by:

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

Jamie Goldstein, City Manager

3/19/2021

**DRAFT CAPITOLA CITY COUNCIL
REGULAR MEETING MINUTES
THURSDAY, MARCH 11, 2021 - 7 PM**

CLOSED SESSION – 6 PM

CALL TO ORDER AND ROLL CALL

Mayor Brooks called the meeting to order at 6 p.m.

Council Member Margaux Keiser: Remote, Council Member Jacques Bertrand: Remote, Vice Mayor Sam Storey: Remote, Council Member Kristen Petersen: Remote, Mayor Yvette Brooks: Remote.

No members of the public were present, and the Council adjourned to the virtual meeting with the following items to be discussed in Closed Session:

CONFERENCE WITH LABOR NEGOTIATORS

Gov't Code § 54957.6

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

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Gov't Code § 54956.9(d)(4).

Initiation of litigation
(One potential case)

REGULAR MEETING OF THE CAPITOLA CITY COUNCIL - 7 PM

1. **PLEDGE OF ALLEGIANCE**
2. **PRESENTATIONS**
 - A. Proclaim March 2021 American Red Cross Month

Mayor Brooks summarized the proclamation designating the Month of March 2021 as American Red Cross Month. Michelle Averill and Anita Clerisse, representative of the Red Cross, thanked Council and the Mayor for this designation.
3. **REPORT ON CLOSED SESSION – council gave direction to staff**
4. **ADDITIONAL MATERIALS – none**
5. **ADDITIONS AND DELETIONS TO AGENDA – pull item 8.D off of Consent Calendar**
6. **PUBLIC COMMENTS**

United Way of Santa Cruz County's Community Impact Coordinator thanked Council for the

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
March 11, 2021

partnership and asked for support of the newly reformed Youth Action Network.

7. CITY COUNCIL / STAFF COMMENTS

Council Member Petersen thanked the Red Cross representatives for their work. She also noted that she participated in community meetings that were held to address racial equity in the region and congratulated local activist Joy Flynn on her KSBW Jefferson “Changemaker” award.

Mayor Brooks announced her upcoming Mayor’s Meeting with Fire Chief Walbridge, to be held via Zoom on March 16, 2021 at 6pm.

Michelle Averill thanked Council for proclaiming March Red Cross Month. She also stated that the Red Cross recruited 70,000 new volunteers in 2020.

8. CONSENT CALENDAR

MOTION:	EXCLUDING ITEM 8.D; APPROVE AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jacques Bertrand, Council Member
SECONDER:	Kristen Petersen, Council Member
AYES:	Bertrand, Petersen, Storey, Brooks, Keiser

- A. Consider the February 25, 2021, City Council Regular Meeting Minutes
RECOMMENDED ACTION: Approve minutes.
- B. Approval of City Check Registers Dated February 5, February 12, February 19 and February 26, 2021
RECOMMENDED ACTION: Approve check registers.
- C. Approve Contract with Carolyn Flynn for Professional Services Related to Affordable Housing Programs
RECOMMENDED ACTION: Approve an amendment to the existing sole source contract (\$24,940) with Carolyn Flynn for an additional \$10,150 not to exceed \$35,090 for Fiscal Year 2020-2021 for assistance with affordable housing programs.
- D. Receive Update on Pandemic Response
RECOMMENDED ACTION: 1) Approve the proposed resolution ratifying Emergency Order 1-2021, rescinding Emergency Orders 1-2020 and 2-2020, and 2) make the determination that all hazards related to the worldwide spread of the coronavirus (COVID-19) as detailed in Resolution No. 4168 adopted by the City Council on March 12, 2020, still exist and that there is a need to continue action.

This item was pulled off the Consent Calendar and heard by City Council after the General Government items. City Manager Goldstein presented a short staff report. There was no public comment:

MOTION:	ADOPT THE PROPOSED RESOLUTION RATIFYING EMERGENCY ORDER 1-2021 AND DETERMINE THAT ALL HAZARDS STILL EXIST
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jacques Bertrand
SECONDER:	Margaux Keiser
AYES:	Bertrand, Petersen, Storey, Brooks, Keiser

Attachment: 3-11-21 draft (Approve Council Minutes)

9. GENERAL GOVERNMENT / PUBLIC HEARINGS

- A. Recreation Report and Update on Summer 2021 Programs
RECOMMENDED ACTION: Receive report regarding recent Recreation Division activity and planned summer programs, including the new proposed Capitola Family Camp.

Recreation Supervisor Bryant-LeBlond presented the staff report.

Council Member Keiser asked if there is a specific location chosen for the proposed Family Camp program. Supervisor Bryant-LeBlond said that a camp in the foothills of the Sierra mountains has been identified, but the camp could move locations if need be.

Council Member Bertrand asked if larger groups can participate in the new camp; Supervisor Bryant-LeBlond explained that families of 4 to 8 people can be accommodated. Council Member Bertrand also asked if the retreat center is well established; Supervisor Bryant-LeBlond said that the center is established but has not operated under COVID-19 protocols in the past.

There was no public comment.

Council Member Bertrand complimented the new Family Camp program and confirmed that Recreation is partnering with Shorelife Community Church as a location for the Out-of-School Time program.

RESULT: RECEIVE REPORT

- B. Fiscal Year 2020-21 Mid-Year Budget Update
RECOMMENDED ACTION: Receive Fiscal Year 2020-21 Mid-Year Budget Update and adopt the proposed resolution amending the Fiscal Year 2020-21 Budget.

Finance Director Malberg presented the staff report. Assistant to the City Manager Laurent presented information on the Community Grant program.

Council Member Storey asked why the cannabis tax underperformed in the past year; Director Malberg speculated that not only did it take the two shops longer than anticipated to open but there is market saturation in the area.

Vice-Mayor Storey asked Assistant to the City Manager Laurent if Council is to set aside a certain amount of money to allocate, prior to accepting applications? Mr. Laurent replied that due to the uncertainty of potential funding, Staff recommends waiting for more information before deciding upon funding amounts.

Mayor Brooks asked if directing staff to open the community grant application period would also approve the Optimum Solutions' updated application process. Mr. Laurent replied that the recommended changes to the application had been made by Staff, and would be included in the applications moving forward.

There was no public comment.

Attachment: 3-11-21 draft (Approve Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
March 11, 2021

MOTION:	ADOPT THE PROPOSED RESOLUTION AND OPEN COMMUNITY GRANT APPLICATION PERIOD, CREATE AN ADHOC COMMITTEE TO REVIEW APPLICATIONS
RESULT:	AMENDED AS BELOW
MOVER:	Kristen Petersen
SECONDER:	Jacques Bertrand

Vice-Mayor Storey asked Council to identify the members of the ad hoc committee within the motion.

Council Member Petersen asked to be on the ad hoc committee.

Mayor Brooks asked to be on the ad hoc committee.

Council Member Bertrand asked to be on the ad hoc committee. He then asked that Council consider members of the committee later.

Vice-Mayor Storey suggested a friendly amendment to the original motion:

MOTION:	ADOPT THE PROPOSED RESOLUTION AND OPEN COMMUNITY GRANT APPLICATION PERIOD, CREATE AN ADHOC COMMITTEE TO REVIEW APPLICATIONS
AMENDMENT:	WITH MAYOR BROOKS AND COUNCIL MEMBER PETERSEN AS MEMBERS (STOREY)
RESULT:	WITHDRAWN: SECONDER BERTRAND DID NOT ACCEPT AMENDMENT
MOVER:	Kristen Petersen
SECONDER:	none

The motion's original seconder, Council Member Bertrand, declined to accept the amendment and Council Member Petersen withdrew the motion. Mayor Brooks asked for additional points in a new motion:

MOTION:	ADOPT THE PROPOSED RESOLUTION WITH THE ADDITIONS OF 1) FUNDS FOR IMPLICIT BIAS TRAINING AND 2) \$5,000 SET ASIDE FOR PUBLIC ART PROGRAM AND OPEN COMMUNITY GRANT APPLICATION PERIOD, CREATE AN ADHOC COMMITTEE TO REVIEW APPLICATIONS WITH MAYOR BROOKS AND COUNCIL MEMBER PETERSEN AS MEMBERS
RESULT:	ADOPTED [4 TO 1]
MOVER:	Yvette Brooks
SECONDER:	Kristen Petersen
AYES:	Kristen Petersen, Sam Storey, Yvette Brooks, Margaux Keiser
NAYS:	Jacques Bertrand

10. ADJOURNMENT

The meeting was adjourned at 8:30 P.M. to the next regular meeting of the City Council to be held on April 8, 2021.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
March 11, 2021

Yvette Brooks, Mayor

ATTEST:

Chloé Woodmansee, City Clerk

Attachment: 3-11-21 draft (Approve Council Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: City Manager Department
SUBJECT: Planning Commission Action Minutes

RECOMMENDED ACTION: Receive minutes.

DISCUSSION: Attached for Council review are the action minutes of the February 04, 2021, and March 04, 2021, Planning Commission regular meetings.

ATTACHMENTS:

1. 02.04.21 PC Action Minutes
2. 03.04.21 PC Action Minutes

Report Prepared By: Edna Basa
Deputy City Clerk

Reviewed and Forwarded by:

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

Jamie Goldstein, City Manager

3/18/2021



ACTION MINUTES
CAPITOLA PLANNING COMMISSION MEETING
Thursday, February 4, 2021
7 P.M. – CAPITOLA CITY COUNCIL CHAMBERS

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Chair Routh called the meeting at 7 P.M. Commissioners Christiansen, Newman, Westman, Wilk and Chair Routh were present remotely.

2. ORAL COMMUNICATIONS

A. Additions and Deletions to Agenda

C. Commission Comments

D. Staff Comments

3. PUBLIC HEARINGS

A. 1855 41st Avenue #21-0023 APN: 034-261-07, -37, -38, -40, & -52

Conditional Use Permit for Mobile Food Vendors located within the C-R (Regional Commercial) zoning district.

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

Environmental Determination: Categorical Exemption

Property Owner: Merlone Geier Management, LLC

Representative: Brian Kirk, Merlone Geier Management, LLC, Filed: 01.21.2021

MOTION: Approve the Conditional Use Permit with the following conditions: (1) vendors must comply with Municipal Code § 8.36.040; (2) review of the permit will be held in six months; and (3) applicant must submit a site plan with approved vendor locations.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Wilk
SECONDER:	Courtney Christiansen
AYES:	Courtney Christiansen, Ed Newman, Susan Westman, Peter Wilk, Mick Routh

B. Study Session to Introduce Objective Standards for Mixed Use and Multifamily Development Projects

Introduction to Objective Standards for Mixed Use and Multifamily Development Applications

The future standards will be applicable in all zoning districts which allow multi-family and mixed-use development. The future ordinance adding objective standards will require certification by the California Coastal Commission prior to taking effect in the Coastal Zone.

Representative: Ben Noble, Ben Noble City and Regional Planning

Applicant: Katie Herlihy, City of Capitola

RESULT: The presentation was a study session only. No action was required.

4. DIRECTOR'S REPORT

5. COMMISSION COMMUNICATIONS

6. ADJOURNMENT

The meeting was adjourned at 8:47 P.M. to the next regular meeting of the Planning Commission to March 04, 2021.

Edna Basa, Clerk to the Commission

FINALIZED 03/04/2021

Attachment: 02.04.21 PC Action Minutes (PC action minutes)



ACTION MINUTES
CAPITOLA PLANNING COMMISSION MEETING
Thursday, March 4, 2021
7 P.M. – CAPITOLA CITY COUNCIL CHAMBERS

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Chair Routh called the meeting to order at 7 P.M. Commissioners Christiansen, Newman, Westman, Wilk and Chair Routh were present remotely.

2. ORAL COMMUNICATIONS

A. Additions and Deletions to Agenda

Item 4c was pulled from the agenda.

B. Public Comments

C. Commission Comments

D. Staff Comments

3. APPROVAL OF MINUTES

MOTION: Approve January 21, 2021 and February 4, 2021 minutes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Peter Wilk
SECONDER:	Ed Newman
AYES:	Courtney Christiansen, Ed Newman, Susan Westman, Peter Wilk, Mick Routh

4. PUBLIC HEARINGS

A. 205 El Salto Drive

#20-0506

APN: 036-131-19

Design Permit for first- and second-story additions and a new basement for an existing nonconforming single-family residence with variances for the required parking space dimensions, landscape strip in the front setback, and to exceed the nonconforming structural alteration limit located within the R-1 (Single-Family Residential) zoning district. This project is in the Coastal Zone and requires a Coastal Development Permit which is appealable to the California Coastal Commission after all possible appeals are exhausted through the City.

Environmental Determination: Categorical Exemption

Property Owner: Kim & Kevin Menninger

Representative: Kim & Kevin Menninger, Filed: 12.08.2020

MOTION: Approve the design permit and the coastal development permit, with the condition that "No Parking Signs" will not be installed in front of the property.

RESULT:	APPROVED AS AMENDED [UNANIMOUS]
MOVER:	Susan Westman
SECONDER:	Courtney Christiansen
AYES:	Courtney Christiansen, Ed Newman, Susan Westman, Peter Wilk, Mick Routh

B. 201 Capitola Avenue #20-0444 APN: 035-231-09

Design Permit and Conditional Use Permit Amendments for a new entryway, windows, and an awning for an historic commercial structure located within the C-V (Central Village) zoning district.

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

Environmental Determination: Categorical Exemption

Property Owner: Rick Avia

Representative: Frank Phanton, Architect, Filed: 10.28.2020

Commissioners Newman and Wilk recused themselves due to proximity.

MOTION: Approve the design and conditional use permit.

RESULT:	APPROVED [3-0]
MOVER:	Susan Westman
SECONDER:	Courtney Christiansen
AYES:	Courtney Christiansen, Susan Westman, Mick Routh
RECUSED:	Ed Newman, Peter Wilk

C. 835 Bay Avenue #21-0017 APN: 035-381-01

Conditional Use Permit for the storage of vehicles for the Toyota dealership located within the C-C (Community Commercial) zoning district.

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

Environmental Determination: Categorical Exemption

Property Owner: Redtree Partners LP

Representative: Sven Davis, Filed: 01.15.2021

This item was pulled from the agenda.

5. DIRECTOR'S REPORT

6. COMMISSION COMMUNICATIONS

7. ADJOURNMENT

The meeting was adjourned at 7:53 P.M. to the next regular meeting of the Planning Commission to April 01, 2021.

Edna Basa, Clerk to the Commission

Attachment: 03.04.21 PC Action Minutes (PC action minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: Finance Department

SUBJECT: Consider the Budget Calendar for the 2021/22 Fiscal Year

RECOMMENDED ACTION: Approve the Budget Calendar meeting schedule for Fiscal Year 2021/22.

BACKGROUND: The Capitola Municipal Code requires the City prepare and disseminate a budget calendar each 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 2021/22. The budget cycle began with a City Council/Successor Agency Meeting on February 25, 2021. That meeting focused on establishing Fiscal Year 2021/22 budget principles and goals. The budgeting principles and goals will guide staff's preparation of the proposed budget.

Pursuant to this calendar, the proposed budget will be distributed on Friday, April 30, 2021, and the presentation of the City and Successor Agency Budgets is scheduled for a Special Meeting on Wednesday, May 5. This is a tentative schedule that may be changed as necessary by the City Manager and/or City Council. Some meetings may be cancelled if they become unnecessary based on prior sessions.

FISCAL IMPACT: None

ATTACHMENTS:

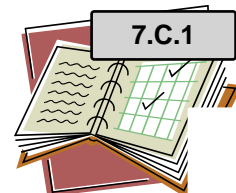
1. Budget Calendar FY 21-22

Report Prepared By: Jim Malberg
Finance Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

3/18/2021



CITY OF CAPITOLA BUDGET CALENDAR - 2021/22 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 2021	Week/Day	Nature of Meeting	Description
February 25	4 th Thursday	*Regular City Council/Successor Agency	Establish Budgeting Principles
March 11	2 nd Tuesday	Regular City Council/Successor Agency	FY 2020-21 Mid-Year Budget Report
April 1	1 st Thursday	Planning Commission	Planning Commission review of the Capital Improvement Program (CIP)
April 20	3 rd Tuesday	Finance Advisory Committee	Finance Advisory Committee to discuss proposed Budget
April 30	5 th Friday	N/A	Proposed budget distribution
May 4	1 st Tuesday	Special Finance Advisory Committee	Finance Advisory Committee to discuss proposed Budget and draft presentation with recommendations to Council
May 5	1 st Wednesday	*Special Joint City Council/Successor Agency	Presentation of City, Successor Agency & CIP Budgets
May 13	2 nd Thursday	*Regular City Council/Successor Agency	
May 20	3 rd Thursday	*Special Joint City Council/Successor Agency	- Finance Advisory Committee Presentation Council Deliberations
May 27	4 th Thursday	*Regular City Council/Successor Agency	
June 2	1 st Wednesday	*Special Joint City Council/Successor Agency	- Council Deliberations
June 10	2 nd Thursday	*Regular City Council/Successor Agency	Reports from Finance: Appropriations Limit Resolution and Investment Policy
June 15	3 rd Tuesday	Finance Advisory Committee	Finance Advisory Committee to discuss proposed Budget and draft presentation
June 17	3 rd Thursday	*Special Joint City Council/Successor Agency	Final City Council and Successor Agency Budget deliberations (<i>If necessary</i>)
June 24	4 th Thursday	*Regular City Council/Successor Agency	Final Adoption of the City and Successor Agency Budgets and Pertinent Resolutions

Attachment: Budget Calendar FY 21-22 (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 MARCH 25, 2021

FROM: Community Development

SUBJECT: Approve Contract Amendment with Adams Ashby Group for Professional Services Related to Community Development Block Grant Administration and Annual HOME reporting

RECOMMENDED ACTION: Approve an amendment to the existing contract with Adams Ashby Group to add \$8,750 to cover costs associated with grant applications, \$27,000 for CDBG-CV2&3 administration; \$3,700 for annual HOME Investment Partnership Program reporting; and an option of up to \$35,000 for 2021 CDBG administration if the City receives 2021 CDBG funding. Total contract value will increase from \$16,575 to \$91,025.

BACKGROUND: Paul Ashby, of Adams Ashby Group, has provided grant administration to the City since 2011 for required HOME Investment Partnership Program reporting related to the Bay Avenue Senior Housing project and for the 2015 Community Development Block Grant (CDBG) project administration.

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to support preparation for and response to the community impacts of the COVID-19 pandemic. The state of California is distributing CARES Act funds in multiple rounds through the Department of Housing and Community Development (HCD) CDBG Program.

In June of 2020, the City contracted Adams Ashby Group to administer the first round of CDBG-CV funds following a competitive selection process. The current contract to administer the CDBG-CV1 grant is for \$16,575.

DISCUSSION: On February 25, 2021, the City Council authorized the City Manager to apply for up to \$320,261 in the second and third rounds of CARES Act funding (CDBG-CV2&3). The Council also directed staff to initiate the application process for the 2021 CDBG annual application. Staff is requesting an amendment to the current Adams Ashby Group contract to apply for and administer the two addition CDBG applications.

Also included in the contract amendment is completion of the annual HOME Investment Partnership Program reporting required for the Bay Avenue Senior Housing project. Adams Ashby Group has provided annual reporting services for the project since 2011. The thirty-million-dollar rehabilitation project was funded by many sources, including a Capitola Redevelopment Agency loan and a major State HOME loan (which requires annual reporting). Adams Ashby provides the annual reporting services to the City for \$3,700.

Amendment to Adams Ashby Contract
March 25, 2021

Staff is requesting to increase the contract to an amount not to exceed \$91,025 for the two CDBG application and grant administration costs as well as HOME loan annual reporting included in the following table:

Program	Total Grant	Grant Application (\$1250 per activity)	Contract Administration
CDBG-CV1 – current contract	\$168,642	N/A	\$16,575
Proposed contract amendments			
CDBG-CV2&3 Grant	\$320,261	\$5,000	\$27,000
2021 CDBG	\$500,000	\$3,750	\$35,000
Annual HOME Reporting		N/A	\$3,700
Sub Total		\$8,750	\$82,275
Total			\$91,025

The second round of Cares Act funding (CDBG-CV2&3) is guaranteed through the state. The cost for Adam Ashby to apply for CDBG-CV2&3 funding is \$5,000 and \$27,000 to administer the grants.

The 2021 CDBG application is competitive and not guaranteed. The cost for Adam Ashby to apply for the grant is \$3,750. The \$35,000 in contract administration for the 2021 CDBG application is described as an optional task in the contract, contingent upon an award by the state.

Adams Ashby would be tasked with administering the CDBG grants, including providing guidance and general program assistance services to the City, reviewing milestones and recommending needed amendment, drafting and submitting CDBG applications, managing procurement and sub-recipient agreements, preparing and submitting financial and performance reports to HCD, establishing and maintaining proper administrative files, assisting the City with any state monitoring efforts, preparing grant close-out documents, and facilitating communications between HCD and the City.

FISCAL IMPACT: Funding to prepare and submit the CDBG applications (\$8,750) would come from existing CDBG fund balance and, contingent upon award, the CDBG program administration will be funded through the relevant grant. The annual reporting for the Bay Avenue HOME loan (\$3,700) would be funded through available HOME reuse funds.

ATTACHMENTS:

1. Adams Ashby Contract (PDF)
2. Adams Ashby Contract Amendment 1 (DOC)
3. Ashby Adams Contract Budget Amend (PDF)

Report Prepared By: Katie Herlihy
Community Development Director

Amendment to Adams Ashby Contract
March 25, 2021

Reviewed and Forwarded by:

Amendment to Adams Ashby Contract
March 25, 2021

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AMENDING THE 2020/2021 FISCAL YEAR CITY BUDGET AND CAPITAL IMPROVEMENT
PROGRAM BUDGET**

WHEREAS, it is necessary to adopt the 2020/2021 Fiscal Year Budget for all City funds and Capital Improvement Program; and

WHEREAS, the City Council conducted budget study sessions, heard and considered public comments, had modified and proposed a budget accordingly, and on June 11, 2020 adopted such budget for the Fiscal Year July 1, 2020, through June 30, 2021; and

WHEREAS, since the adoption of the budget the City has received Community Development Block Grant – Coronavirus Response Round 1 (CDBG-CV1) funding to assist the City in collaboration with local non-profit organizations in responding to the Coronavirus Pandemic, and

WHEREAS, the City Council has directed staff to apply for up to \$320,261 in the second and third round of CARES Act funding as well as to initiate the application process for the 2021 CDBG annual application; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2020/2021 Fiscal Year Budget is hereby amended increasing the Community Development Block Grant Special Revenue Fund expenditures \$70,750 and the Community Development HOME Reuse Special Revenue Fund expenditures \$3,700 as detailed on the attached budget amendment; and

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

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 25th day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Yvette Brooks, Mayor

ATTEST:

Amendment to Adams Ashby Contract
March 25, 2021

Chloe Woodmansee, City Clerk

**CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT**
Community Development Block Grant Administration
Adams Ashby Group

THIS AGREEMENT is entered into on June 16, 2020, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Adams Ashby Group, hereinafter called "Consultant".

WHEREAS, City desires certain services described in Appendix One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, City and Consultant for the consideration and upon the terms and conditions hereinafter specified agree as follows:

**SECTION 1
Scope of Services**

The services to be performed under this Agreement are for CDBG Grant Administration and further detailed in Appendix One.

**SECTION 2
Duties of Consultant**

All work performed by Consultant, or under its direction, shall be sufficient to satisfy the City's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices, and to the standards of, Consultant's profession.

Consultant shall not undertake any work beyond the scope of work set forth in Appendix One unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided for in Section 4.

If, in the performance of the work, it is necessary to conduct field operations, security and safety of the job site will be the Consultant's responsibility, excluding the security and safety of any facility of City within the job site which is not under the Consultant's control.

Consultant shall meet with the Community Development Director, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.

**SECTION 3
Duties of the City**

City shall make available to Consultant all data and information in the City's possession which City deems necessary to the preparation and execution of the work, and City shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary.

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 8 Indemnification

For General Services: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, judgments, or expenses (including attorneys' fees and costs) arising from the acts or omissions of Consultant's employees or agents in any way related to the obligations or in the performance of services under this Agreement, except for design professional services as defined in Civil Code § 2782.8, and except where caused by the sole or active negligence or willful misconduct of the City.

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees from and against any and all claims, demands, actions, liabilities, damages, or expenses (including attorneys' fees and costs) arising from the negligence, recklessness, or willful misconduct of the Consultant, Consultant's employees, or agents in any way related to the obligations or in the performance of design professional services under this Agreement as defined in Civil Code §2782.8, except where caused by the sole or active negligence, or willful misconduct of the City. The costs to defend charged to the Consultant relating to design professional services shall not exceed the Consultant's proportionate percentage of fault per Civil Code §2782.8. and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Consultant, Consultant's employees, agents or subcontractors, except where caused by the active negligence, sole negligence, or willful misconduct of the City.

SECTION 9 Civil Rights Compliance/Equal Opportunity Assurance

Every supplier of materials and services and all consultants doing business with the City of Capitola shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, and shall be an equal opportunity employer as defined by Title VII of the Civil Rights Act of 1964 and including the California Fair Employment and Housing Act of 1980. As such, consultant shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, age or sex with respect to hiring, application for employment, tenure or terms and conditions of employment. Consultant agrees to abide by all of the foregoing statutes and regulations.

SECTION 10 Legal Action/Attorneys' Fees

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he or she may be entitled. The laws of the State of California shall govern all matters relating to the validity, interpretation, and effect of this Agreement and any authorized or alleged changes, the performance of any of its terms, as well as the rights and obligations of Consultant and the City.

SECTION 11 Assignment

This Agreement shall not be assigned without first obtaining the express written consent of the Director after approval of the City Council.

SECTION 12 Amendments

This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies this particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the City and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the City Council, or an officer of the City when the City Council may from time to time empower an officer of the City to approve and authorize such amendments. No representative of the City is authorized to obligate the City to pay the cost or value of services beyond the scope of services set forth in Appendix Two. Such authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 13 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.


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CDBG Grant Administration Services
Adams Ashby Group
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9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

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CDBG Grant Administration Services
Adams Ashby Group
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CITY
CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010
831-475-7300

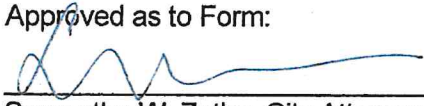
CONSULTANT
Paul Ashby, Principal
Adams Ashby Group
770 L Street – Suite 950
Sacramento, CA 95814

By: 
Benjamin Goldstein, City Manager

By: 
Paul Ashby, Principal

Dated: 11/5/20

Dated: 6-18-20

Approved as to Form:

Samantha W. Zutler, City Attorney

Dated: November 5, 2020

Attachment: Adams Ashby Contract (Amendment to Adams Ashby Contract)

APPENDIX ONE
Scope of Services

SCOPE AND BUDGET

SCOPE

The Scope of Work to be performed by the Consultant shall include the following activities for all rounds of CDBG-CV funding:

1. CDBG-CV Application, setup requirements, commitment of Program Income funds.
2. Procurement and Sub-Recipient Agreements.
3. Complete all financial and performance reports and periodic reporting requirements required by CDBG. This will now be completed in the ECivis portal.
4. Establish and maintain administrative files, including creating the required Public Information Binder.
5. Provide consultation and assistance for any state HCD monitoring, including assistance regarding preparation of grant activity files, and assistance with monitoring response including defense of any findings
6. Review milestones and recommend needed amendments, as necessary.
7. Facilitate communications between HCD and the City.
8. Provide guidance to City of all applicable federal and state requirements related to CDBG/CDBG-CV? Program Income funds.
9. Provides updates to the City on the CDBG-CV NOFA and requirements.
10. Provide updates to staff regarding CDBG General NOFA an vet potential projects/programs (this does not include the actual preparation of the application for 2021).
11. General oversight and review of federal regulations to ensure compliance – this may not include the actual completion of these specific tasks, but Adams Ashby group will provide technical assistance.
12. Provide general program assistance as needed.

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APPENDIX TWO Fees and Payments

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$16,575 without written advance authorization from the City.

Payment will be made at the rates set forth in the attached fee schedule for all time charged to the project.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$16,575 (Sixteen Thousand Five Hundred Seventy-Five Dollars and Zero Cents), without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of Adams Ashby Group, that the charge of \$16,575 as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated June 16, 2020, and has not been previously paid."

Attachment: Adams Ashby Contract (Amendment to Adams Ashby Contract)

Federal Terms and Conditions

FEDERAL TERMS AND CONDITIONS:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City Setting forth the provisions of this nondiscrimination clause.
3. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment

statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

9. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.
10. Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: *Provided*, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.
11. The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.
12. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

INSURANCE: Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e): The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

1. Affirmative steps shall include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

1. Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).
2. Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163,89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

1. The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.
2. The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.
3. The items of work for which the bidder requested subbids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.
4. The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.
5. Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.
6. To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.gov/hq/bep>, or via mail at: D/M/WBE Listing for County, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of

this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/County), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/County) all original records and related documentation.

1st AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT

between

CITY OF CAPITOLA AND ADAMS ASHBY GROUP

The City of Capitola and Adams Ashby Group, hereby agree to the following Amendment(s) to the Contract dated March 25, 2021:

- 1) Increase the contract value from \$16,575 to \$91,025 for grant preparation and administration services.

All other terms and conditions of the Professional Services Agreement remain in full force and effect.

CONSULTANT: Adams Ashby Group.

By:

Date: _____

CITY OF CAPITOLA

By: Benjamin Goldstein, City Manager

Date: _____

APPROVED AS TO FORM:

Samantha Zutler, City Attorney

Date: _____

Attachment: Adams Ashby Contract Amendment 1 (Amendment to Adams Ashby Contract)

City of Capitola Budget Adjustment Form



Date 3/15/2021

Requesting Department Community Development

Administrative Council

Item # TBD
 Council Date 3/25/2021
 Council Approval _____

Revenues		
Account #	Account Description	Increase/Decrease
Total		-

Expenditures		
Account #	Account Description	Increase/Decrease
1350-00-00-000-4345.202	CS-Plng & Hsg Grant Admin Consult	70,750
1370-00-00-000-4305.900	CS-Gen/ Admin Contracts	3,700
Total		74,450

Net Impact (74,450)

Purpose: CDBG application and grant administration including CDBG-CV
BASAPA HOME loan administration

Department Head Approval *Kate Herlihy*
 Finance Department Approval *Jim Malberg*
 City Manager Approval _____

Attachment: Ashby Adams Contract Budget Amend (Amendment to Adams Ashby Contract)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: City Manager Department

SUBJECT: Consider Adoption of Updated Recreation Job Descriptions

RECOMMENDED ACTION: Adopt the proposed resolution amending the Hourly/Seasonal Pay Schedule and approve new job descriptions.

BACKGROUND: The City's hourly and seasonal employees primarily work in the Recreation Division, but also include part-time positions such as interns, reserve officers, and annuitant officers which are employed by other departments. Seasonal and hourly employees work either part-time or on a seasonal basis and are not considered regular employees. Part-time, seasonal, positions are not represented by any labor union and are not subject to any existing memorandum of understanding. For this reason, any wage increases are done by separate City Council action.

DISCUSSION: To be flexible in staffing recreation programs, the Recreation Division is requesting the addition of four classification and the elimination of eleven classifications.

Currently the Recreation Division has job classifications for each of the following programs, Camp Capitola, Afterschool, and Out of School Time. Staff is proposing creating four job classifications that can be used for all three programs. Having classifications that can be used for multiple programs allow for the Recreation Division to utilize staff where most needed.

The Recreation Division is requesting the addition of the following positions to the Hourly/Seasonal Pay schedule: Recreation Leader I, Recreation Leader II, Recreation Program Assistant Coordinator, and Recreation Program Coordinator. The four new classifications will replace nine program specific classifications that currently exist. The four new classification will also ensure that compensation is consistent across the programs.

In addition to removing the job classifications specific to the recreation programs, staff is recommending eliminating two additional classification that are no longer needed, Seasonal Maintenance and Sports Scorekeeper.

The amended hourly and seasonal pay schedule (Exhibit A to the proposed resolution) reflects the addition of four classifications and the removal of eleven classifications.

FISCAL IMPACT: Staff anticipates a minimal cost increase in the Camp Capitola program as positions have been aligned with the other two programs.

Updated Recreation Job Descriptions
March 25, 2021

BACKGROUND: The City's hourly and seasonal employees primarily work in the Recreation Division, but also include part-time positions such as interns, reserve officers, and annuitant officers that are employed by other departments. Seasonal and hourly employees work either part-time or on a seasonal basis and are not considered regular employees. Part-time, seasonal, positions are not represented by any labor union and are not subject to any existing memorandum of understanding. For this reason, any wage increases for this group of employees must be enacted by separate City Council action.

DISCUSSION: To be flexible in staffing recreation programs, the Recreation Division requests the addition of four classifications and the elimination of ten classifications.

Currently the Recreation Division has job classifications for each of the following programs: Camp Capitola, Afterschool, and Out of School Time. Staff proposes creating four job classifications that can be used for all three programs. Having classifications that can be used for multiple programs allow for the Recreation Division to utilize staff where most needed.

The Recreation Division is requesting the addition of the following positions to the Hourly/Seasonal Pay schedule: Recreation Leader I, Recreation Leader II, Recreation Program Assistant Coordinator, and Recreation Program Coordinator. The four new classifications will replace eight program-specific classifications that currently exist. The four new classification will also ensure that compensation is consistent across the programs.

In addition to removing the job classifications tied to specific recreation programs, staff recommends the elimination of two additional classification that are no longer need: Seasonal Maintenance and Sports Scorekeeper.

The amended hourly and seasonal pay schedule (Exhibit A to the proposed resolution) reflects the addition of four classifications and the removal of eleven classifications.

FISCAL IMPACT: Staff anticipates a minimal cost increase in the Camp Capitola program as positions have been aligned with the other two programs.

Report Prepared By: Larry Laurent
Assistant to the City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/18/2021



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: Finance Department

SUBJECT: Consider an Amended Fee Schedule for Fiscal Year 2020-21

RECOMMENDED ACTION: Adopt the proposed resolution amending the fee schedule for fiscal year 2020/2021.

BACKGROUND: Since the adoption of Resolution No. 4181B amending the Fiscal Year (FY) 2020-21 Fee Schedule, the recreation division has received direction from the City Council to move forward with a proposed Family Camp program. In addition, staff is requesting to amend the registration fees for the Junior Guard and Camp Capitola programs prior to opening registration for the summer of 2021.

DISCUSSION:

Family Camp - After the adoption of the amended FY 2020-21 fee schedule, the Recreation division is now proposing a new COVID-safe City of Capitola Family Camp. Family Camp will operate August 6 through August 9, 2021 at a staff identified retreat-center in the Sierra foothills, about three hours away from Capitola. Families will be able to book a room or cabin with beds to accommodate up to ten people per room to serve a variety of family sizes. Food is provided by the retreat center which operates under its own COVID-19 guidance. Safe social and community building recreation activities will be provided by staff in accordance with COVID guidance.

The necessary promotion timeline begins April 15, 2021 and the program needs a minimum number of 45 participants to register by June 21, 2021 for the camp to operate. If the minimum number of participants do not register by the deadline then the event will be cancelled and not included in the FY 2021-22 proposed budget.

The minimum estimated cost to operate the Family Camp with forty-five participants is \$12,000. The proposed fee schedule (with forty-five participants registered) would be very close to break-even with revenues and expenditures. If more than forty-five campers participate in Family Camp, then the program would generate slightly more in revenues than expenditures, and those revenues would remain in the Recreation Events budget to assist in covering Recreation Division administration costs. The table below lists the proposed fee schedule for adults (over 12 years of age) and children ages 3 – 12, there is no charge for children under the age of 3.

Location	Adult Fee (13+ yrs.)	Child Fee (3-12)	Anticipated Revenue
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Amend FY 2020-21 Fee Schedule
March 25, 2021

3 Night Family Camp	\$ 323.27	\$ 220.52	\$ 12,492
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Junior Guard and Camp Capitols – The registration fees for the Junior Guard and Camp Capitola programs were not increased by the consumer price index (CPI) in FY 2020-21 due to COVID-19. These fees have traditionally been increased annually by the San Francisco annual CPI index in order to recover the costs associated with providing services. Enrollment for these programs will begin in April and therefore staff is requesting to amend the registration fees by 5%, as detailed on attachment 3, at this time to help offset increased City costs to operate the programs.

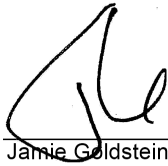
FISCAL IMPACT: The establishment of these new fees is intended to offset the cost of providing these services to the community.

ATTACHMENTS:

1. Exhibit A FY 2020-21 Amended Fee Schedule (3) (PDF)
2. Exhibit B Animal Service Fees 20-21 (PDF)
3. Exhibit C 2020-21 Amended Fee schedule comparison (2) (PDF)

Report Prepared By: Jim Malberg
Finance Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/19/2021

Amend FY 2020-21 Fee Schedule
March 25, 2021

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AMENDING THE CITY'S FEE SCHEDULE FOR
FISCAL YEAR 2020-2021**

WHEREAS, the City Council adopted Resolution No. 4181B on July 23, 2020, amending the City's Fee Schedule for Fiscal Year 2020-2021; and

WHEREAS, since that adoption the City Recreation Division is proposing to offer a new Capitola Family Camp; and

WHEREAS, the proposed fees do not exceed the cost of providing the related services,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Capitola does hereby adopt the amended City of Capitola Fee Schedule pursuant to the changes in Exhibit A and the unchanged Exhibit B attached hereto.

BE IT FURTHER RESOLVED that the above fees become effective immediately upon adoption of this resolution.

I HEREBY CERTIFY that the above and foregoing Resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 25th day of March 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Yvette Brooks, Mayor

ATTEST:

Chloe Woodmansee, City Clerk

Description	2020/21 Fee Schedule
MISCELLANEOUS FEES	
Administrative Decision Appeal Fee	\$536
Bingo Permit	\$64
Capitola Municipal Code	0.15 / page
Capitola Municipal Code Supplement Service (Per year)	\$0
Copies:	
1-5 copies	\$0
6 or more copies (per copy)	\$0.25 / page
Gov't Code § 81008 (Political Reform Act) statements/reports (Per copy)	\$0.10 / page
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$51.60 1st Hour (Minimum) + \$25.80 / hour
Entertainment Permit Application Fee	\$39
Single Event Permit	\$39
Minor Entertainment Permit	\$166
Regular Entertainment Permit	\$621
Pet Shops and Kennel License Fee (Municipal Code § 5.20.020) set only by ordinance	\$23
Returned Check Fee	\$39
Business License Overpayment Refund Fee (resolution 3532, ord 871)	0 (Set to -0- by Council in 2011)
Business License Late Payment Penalty Admin. Fee	\$35 + 10% each month late
Business License Application Fee (Reso. 3532)	\$39
Business License - Disability Access and Education Fee (State)	\$4
Temporary, Publicly Attended Activities, Application Fee (Municipal Code § 9.36.040)	\$34
Public Art (Total Building Valuation \$250,000 or more) (Municipal Code Chapter 2.58)	2% of TBV or 1% in lieu to City
Notice of Intent to Circulate Initiative Petition (Elections Code § 9103(b))	\$200
Bandstand Rental Fee	\$222 / 4 hrs or \$666 all day / deposit \$1,500
Notary Service Fees (State Code)	
Acknowledgment or proof of a deed, or other instrument, to include the seal and writing of the certificate	\$15 / signature
Administering an oath or affirmation to one person and executing the jurat, including the seal	\$15 / signature
Credit Card Transaction Fee	3%
Electric Vehicle Charging Fee	\$0.50 / hour
Cannabis Annual License Fee	\$2,550
Retail Cannabis Application Fee	\$1,662

Description	2020/21 Fee Schedule
POLICE DEPARTMENT FEES	
Special Event Permit	\$61
Amplified Sound Permit (Municipal Code 9.12.040)	\$30
DUI Cost Recovery Fee (Res. 3533)	Not to exceed \$12,000
Copies of reports: Crime Reports, Special Reports, etc. (Regardless of number of pages)	\$0.25 / page
Copies of: Citations, Code sections, Ordinances, etc.	\$0.25 / page
Bicycle Licenses (New)	\$0
Bicycle Licenses (Renewal)	\$0
Citation Sign-Offs	\$0
Photographs	\$19 + administration fees
VIN verifications	\$16
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$51.60 1st Hour (Minimum) + \$25.80 / hour
Local Fire Arm dealers (set by state)	
New application	set by state
Renewal	set by state
Second Dealers License (set by state)	
Application	set by state
Renewal	set by state
Taxi Fee per application	set by state
Tobacco retail license	\$261
Civil Subpoena (per case) (set by state)	set by state
Parking Permits (separate action by the Council)	
Neighborhoods per year (Resolution No. 3733)	\$25
Village Preferential Permit (Resolution No. 3733)	\$50 per year
Village Employer/Employee Permit (Resolution No. 3733)	\$50 per year
Morning Village Parking Permit (Resolution No. 3715)	\$50 per year
Concealed Weapon Permits (set by state)	
<i>Application</i>	
Standard	set by state
Judicial	set by state
Employment	set by state
<i>Renewal</i>	
Standard	set by state
Judicial	set by state
Employment	set by state
Firearm Surrender Fees (set by state law)	
1-5 guns	set by state
6+guns	set by state
Vehicle Storage per day	\$27
Administrative fee to release Impounded / Stored Vehicle	\$131
Surf School Permit Fee	\$536
<u>Animal Services Fees</u>	
See Exhibit B "Animal Services Fees"	

Description	2020/21 Fee Schedule
PUBLIC WORKS DEPARTMENT FEES	
Encroachment Permits	
Non-Construction Items (includes materials storage within right-of-way road and sidewalk closures)	\$68
Village Sidewalk Encroachment Permit	\$39
Construction Items	
Level A	\$205
Level B	\$454
Level C	\$906
Level D	\$1,473
Level E	\$2,041
Residential Blue Curb Application Fee	\$214
Residential Blue Curb Annual Fee	\$54
Blanket Permits (repair and maintenance of existing facilities)	\$2,266
Private Improvement Permits/Encroachment Agreement	
Applications for Minor Permits	\$226
Applications for Major Permits	\$567
New Memorial Bench	\$1,026
Replacement Memorial Bench	\$500
Memorial Plaque (wharf)	\$770
Memorial Plaque (Grand Ave)	\$770
Replacement Plaque	\$250
Memorial Plaque (tree)	\$500 + Cost of Tree
Memorial Picnic Table	\$1,643
Seasonal Boat Storage Permits	
Seasonal Permit	\$400 per month
Short Term Permit	\$15 per day
Stormwater Development Review Fee	
Stormwater Plan Review Fee	\$112
Large Project Plan Review Deposit	
Tier 2	\$3,402
Tier 3 & 4	\$4,535
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3796 adopted 11/12/09)	5% of Permit Fee
Final Map	Cost; \$3,000 min. deposit

Attachment: Exhibit A FY 2020-21 Amended Fee Schedule (3) [Revision 1] (Amend FY 2020-21 Fee Schedule)

Description	2020/21 Fee Schedule
PLANNING FEES	
Administration/Documents	
Continuance Request - Applicant (2+)	\$167
Staff Billing Rate	Cost
Appeals-by Applicant	Cost
Appeals- by City Officials	\$0
Appeals- by Other	\$536
Coastal Development Permit Appeal	\$0
Appeals -Building/Zoning Code Violations	\$536
Records Search/Research/Special Report	Cost
Administrative Permits	
Tree Removal I- Staff -Review	\$136
Tree Removal -- 3 or more trees on a property	\$291
Tree Installation Deposit (Refundable)	\$500 deposit
Commercial Sidewalk/Parking Lot Sale Permit	\$81
Tenant Use Permit (MCUP)--Staff approval	\$82
Transient Rental Occupancy Use Permit	\$567
Home Occupation Use Permit	\$170
Fence Permit- Staff approval	\$46
Fence Permit- PC approval	\$851
Sidewalk vendor permit	\$125
Sidewalk vendor annual refuse fee	\$500
Temporary Sidewalk Dining	\$82
Temporary Use Administrative Permit	\$82
Sign Permits	
Temporary Signs and Banner Permits	\$41
Signs-permit - Staff Review	\$137
Signs- permit - PC Review	\$567
Master Sign Program	Cost; \$3,000 min deposit
Village Sidewalk Sign Permit	\$70
Design Permits	
Residential-Single Family/Minor Design Permit - Staff Review	\$829
Residential-Single Family - PC Review	\$2,836
Residential Multi-Family - PC Review	\$3,967
Commercial - PC Review	\$4,000 deposit
Secondary Dwelling Unit- Staff Review	\$567
Secondary Dwelling Unit- PC Review	\$1,701
Residential Multi-Family/Minor Design Permit - Staff Review	\$2,000 deposit
Commercial Minor Design Permit	\$2,000 deposit
Historic In-Kind Replacement Design Permit	\$500 deposit
Use Permits	
Master Conditional Use Permit	Cost; \$3,500 min. deposit
Conditional Use Permit/Minor Use Permit - Staff Review	\$1,701
Conditional Use Permit - PC approval	Cost; \$3,000 min. deposit
Temporary Use Permit	\$86
Subdivisions	
Certificate of Compliance & Lot Merger	\$567
Boundary Line Adjustment	\$906
Tentative Parcel Map	Cost; \$2,000 min. deposit
Tentative Map	Cost; \$5,000 min. deposit
Revised Map	\$2,000 deposit
Time Extension	\$2,000 deposit
Subdivision Modification	\$2,000 deposit
Plan Amendments	
General Plan Amendment	Cost; \$5,000 min. deposit
Local Coastal Plan Amendment	Cost; \$5,000 min. deposit
Rezone	Cost; \$5,000 min. deposit
Planned Development Rezone	Cost; \$3,500 min. deposit

Attachment: Exhibit A FY 2020-21 Amended Fee Schedule (3) [Revision 1] (Amend FY 2020-21 Fee Schedule)

Description	2020/21 Fee Schedule
Other Discretionary Permits	
Variance	\$1,701
Coastal Development Permit	\$851
Coastal Permit Exclusion	\$96
Mobile home Park Change of Use or Closure	\$5,000 deposit
Development Agreement	\$10,000 min. deposit
Developer agreement annual review	\$2,500 deposit
Specific Plan	Cost; \$5,000 min. deposit
Permit Time Extension -Staff Review	\$567
Permit Time Extension - PC Review	\$1,701
Permit Amendment (any permit)	50% of original cost
Annexation	Costs+ overhead / \$3,000 min. deposit
Minor Modification	\$1,701
Environmental Review	
Negative Declaration (and Mitigated ND)	Cost; \$2,000 min deposit
EIR Processing	Cost; + 21% of consultant; \$10,000 min deposit
Mitigation/Condition Monitoring Program	Cost + 21%
NEPA Compliance	Cost + 21%
Other Permits/Fees	
Conceptual Review Fee- PC	\$1,701
Conceptual Review Fee- PC and CC	\$2,551
Technical Study Preparation and Review	Cost + 21%
NOTE: Third party review costs to be required as necessary	Cost + 21%
Code Compliance	Double Application Fees
Code Compliance confiscated property recovery fee	\$268
Research Fee - 1/2 hour minimum charge	Cost
Pre-Application Review	\$238
Building Plan Check & Final Inspection	20% of Building Permit Fee
Major Development Project Fee	Cost; \$5,000 min. deposit
Inclusionary Housing	
Inclusionary Housing - Unit Sale	\$567
Inclusionary Housing - Unit Refinance	\$227
Single Family Residence	\$2.50 per square foot
Other Fees and Assessments	
General Plan Maintenance Fee	Total Building Valuation X 0.5%
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Green Building Educational Resource Fund Fee (Municipal Code 17.10.080)	Fee equals .0025 times the overall building permit valuation of the project.
Affordable Housing In-Lieu Fees	
For Sale Housing Developments of two to six units (Municipal Code Chapter 18.02/Reso. 3473) :	
All Units	\$10 per sq. ft.
For Sale Housing Developments of Seven or more units	
#Units	#Units Built
7	1
8-13	1
14	2
15-20	2
21	3
22-27	3
28	4
Rental Multi-Family	\$6 per sq. ft.

NOTES:

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

Description	2020/21 Fee Schedule
BUILDING FEES	
<p>The cost of a “combination building permit” shall be 1.5 times the amounts shown in Table 1-A. A “combination building permit” is defined as a permit for a scope of construction work regulated by two or more of the model codes. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.</p>	
<p>The cost of a “building permit” shall be the amounts shown in Table 1-A. A “building permit” is defined as a permit for a scope of construction work regulated solely by a single model code. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.</p>	
TABLE 1-A	
Total Valuation	FEES
\$1.00 to \$500.00	\$26.65
\$501.00 to \$2,000.00	\$26.65 for the first \$500.00 plus \$3.46 for each additional \$100.00 or fraction thereof.
\$2,001.00 to \$25,000.00	\$78.55 for the first \$2,000.00 plus \$15.87 for each additional \$1000.00 or fraction thereof.
\$25,001.00 to \$50,000.00	\$443.56 for the first \$25,000.00 plus \$11.45 for each additional \$1,000.00 or fraction thereof.
\$50,001.00 to \$100,000.00	\$729.81 for the first \$50,000.00 plus \$7.94 for each additional \$1,000.00 or fraction thereof.
\$100,001.00 to \$500,000.00	\$1,126.81 for the first \$100,000.00 plus \$6.36 for each additional \$1,000.00 or fraction thereof.
\$500,001.00 to \$1,000,000.00	\$3,670.81 for the first \$500,000.00 plus \$5.38 for each additional \$1,000.00 or fraction thereof.
\$1,000,001.00 and up	\$6,360.81 for the first \$1,000,000.00 plus \$2.94 for each additional \$1,000.00 or fraction thereof.
Building Plan Check Fee	65% of Building Permit Fee
Reinspection Fee	\$125
Resubmitted Plan Check Fee	106.77 / hr.
Building Permit Extension Fee	\$176
Building Permit Reinstatement Fee	50% of the original, singular building permit fee or combo building permit fee, whichever is applicable to the permit being reinstated
Stop Work Order Fee	2x the singular building permit fee

Attachment: Exhibit A FY 2020-21 Amended Fee Schedule (3) [Revision 1] (Amend FY 2020-21 Fee Schedule)

Description	2020/21 Fee Schedule
Greywater System Permit	\$0
Electric Vehicle Charging Permits (* Note: These fees were added to the fee schedule for FY2011-12, but will be waived per the Green Energy Incentive Program)	
a. Level I (120 volts)	\$0
b. Level II (208-240 volts)	\$0
c. Level III (480 volts)	\$0
Solar P.V. System	\$0
Solar P.V. System (Commercial Sale/Distribution)	\$0
Solar Hot Water Heater	\$0
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Temporary Trailer/Mobile Home Occupancy Permit	\$54
Structural Review of Engineered Plans	cost + 21%
Outside Consultant Plan Review	cost + 21%
<u>Grading Plan Review Fees</u>	
50 cubic yard or less	\$ -
51 to 100 cubic yard	\$ 26.65
101 to 1,000 cubic yards	\$ 41.95
1,001 to 10,000 cubic yards	\$ 54.43
10,001 to 100,000 cubic yards	\$54.44 for first 10,000 plus \$27.79 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$304.51 for first 100,000 plus \$15.02 for each additional 10,000 cubic yards
200,001 cubic yards or more	\$439.68 for first 200,000 plus \$8.23 for each additional 10,000 cubic yards
<u>Grading Permit Fees</u>	
50 cubic yard or less	\$ 26.65
51 to 100 cubic yard	\$ 41.95
101 to 1,000 cubic yards	\$41.95 for first 100 plus \$19.85 for each additional 100 cubic yards
1,001 to 10,000 cubic yards	\$220.60 for first 1,000 plus \$16.44 for each additional 1,000 cubic yards
10,001 to 100,000 cubic yards	\$368.56 for first 10,000 plus \$74.84 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$1,042.12 for first 100,000 plus \$41.39 for each additional 10,000 cubic yards

Attachment: Exhibit A FY 2020-21 Amended Fee Schedule (3) [Revision 1] (Amend FY 2020-21 Fee Schedule)

Description	20/21 Fee Schedule	
PARKS AND RECREATION FEES		
All fees are evaluated annually to determine if they are competitive with other recreation programs in Santa Cruz County		
Classes		
Negotiated Instructor Activity Fee (Instructor receives 65% of this fee, Department retains		
Registration Fee - Resident (Capitola Residents Only)	\$18	
-Department retains this fee		
Online Registration fee-Department retains this fee	5.5% of Activity Fee	
Non-Resident (Anyone residing outside of the City) in addition to Residential Registration F	\$15	
-Department retains this fee		
Senior Discount	10%	
Sports		
League Fees	Costs + 30% admin fee	
League fees will change depending upon number and type of leagues offered, number of games per league, number of officials, amount of equipment needed, field/site prep and maintenance, and whether or not playoffs & awards are offered. Fees are calculated based on direct costs + 30% admin fee.		
After School		
Teen Club *	\$60/\$70 per week \$12/\$14 per day	
K to 6th *	\$75/\$85 per week	
* Scholarships may be available		
Late Pick-Up Fee	\$1 per minute	
Junior Guards		
Resident/non resident	\$273 / \$341	
Late Pick-Up Fee	\$1 per minute	
Regionals	\$93	
Camp Capitola		
All day 2 week session, resident/non resident	\$303 / \$379	
1/2 day resident/non resident	\$153 / \$191	
All day 1 week session, resident/non resident	\$153 / \$191	
All day 1 week teen session, resident/non resident	\$273 / \$341	
Junior Leader program		
	\$66	
Late Pick-Up Fee	\$1 per minute	
Extended Care--daily resident/non resident	\$11	
Extended Care--weekly resident/non resident	\$52	
Transportation fee to Jr. Guards (1st Session / 2nd Session)	\$57	
Family Camp		
3 night family camp Adult (13+) / Child (3-12)	\$323.27 / \$220.52 per night	
Out-of -School Time		
Late Pick-Up Fee	\$1 per minute	
Elementary School		
August & December	\$34 / \$43 per day	\$476 / \$602 per month
September & October	\$34 / \$43 per day	\$714 / \$903 per month
November	\$34 / \$43 per day	\$510 / \$645 per month
January & February	\$34 / \$43 per day	\$612 / \$774 per month
March & May	\$34 / \$43 per day	\$680 / \$860 per month
April	\$34 / \$43 per day	\$646 / \$817 per month
Middle School		
August & December	\$37 / \$46 per day	\$518 / \$644 per month
September & October	\$37 / \$46 per day	\$777 / \$966 per month
November	\$37 / \$46 per day	\$555 / \$690 per month
January & February	\$37 / \$46 per day	\$666 / \$828 per month
March & May	\$37 / \$46 per day	\$740 / \$920 per month
April	\$37 / \$46 per day	\$703 / \$874 per month

Attachment: Exhibit A FY 2020-21 Amended Fee Schedule (3) [Revision 1] (Amend FY 2020-21 Fee Schedule)

Description	20/21 Fee Schedule
Private Tennis Lessons	75% of Activity Fee
Facility Rentals	
Softball & Soccer Fields and Court hourly rental; non profit youth groups/other non profit & Cap residents/all others	\$14/ \$26 / \$34
Jade Street Community Center	
Rooms A&B hourly rent	\$44
Room C hourly rent	\$60
Kitchen hourly rent	\$22
Entire Center hourly rent	\$156
Non profit discount of Jade Street Facility rents	25%
Community Center Deposit	
1 to 50 people	\$100
51 to 150 people	\$250
151 to 250 people	\$500
Lost key fee	\$25
Event vendor fee	\$100 per event
Field Prep and/or additional staffing required to prepare for or supervise the Sports rentals only	\$13 / hr
Notes: Resident include Soquel Union School District	
Costs mean staff costs adjusted for benefits, department overhead, and City overhead as calculated by the City Manager. Costs can also mean direct cost of a consultant. When consultant costs are included 21% of such costs will be charged to cover staff time for contract management. <i>Staff costs do not accrue during an appeal unless appeal is made by applicant.</i>	
Deposits are stated as minimums. Actual deposits depend on the evaluation by staff of an individual project or application. The City Manager may lower minimum deposits if the application or project justifies a lower deposit. When an application involves multiple minimum fees the highest minimum fee applies.	

Attachment: Exhibit A FY 2020-21 Amended Fee Schedule (3) [Revision 1] (Amend FY 2020-21 Fee Schedule)

Description	2020/21 Fee Schedule
HISTORICAL MUSEUM FEES	
Research Fee - 1/2 hour minimum charge	Cost
Print of an electronically available Photograph in Collection	\$7
Digital Copies of Collection Items	\$20
Scan High Resolution Tiff File of any collection item for a customer	\$24

Proposed 2020-21**Adoption Fees**

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

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

Impound Fees

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

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

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

Board Fees - Daily

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

Proposed 2020-21**License Fees – Dogs**

Altered - one year	\$29	
Unaltered - one year	\$100	with Unaltered Animal Certificate
Late Penalty	\$15	
Senior Citizen (65+) - Altered dog	\$29	
Senior Citizen (65+) - Unaltered dog	\$100	
Potentially Dangerous/Vicious dog	\$200	
Late Penalty for dog licenses for dogs designated Potentially Dangerous, Vicious, Habitual or Public Nuisance.	\$100	
Unaltered Animal Certificate -- one time	\$350	
Exemption from Unaltered Animal Certificate	\$15	plus license fee
Administrative fee for mailed licenses	\$1	
Replacement License Tag Fee	\$5	
Failure to License Penalty (per dog, if impounded)	\$30	

License Fees – Cats

Unaltered Animal Certificate	\$350	
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Quarantine Fees

Home Quarantine (Field Check)	\$75	
Shelter Quarantine	\$50	plus board fees

Service Fees

Microchip/walk-in service	\$15	
Microchip for impounded dogs and cats	\$25	
Dog/Cat trap rental	N/C	
Dog Humane Trap Deposit	\$255	
Cat Humane Trap Deposit	\$70	
Trap Processing Fee	\$10	
Pick-Up Animal in a Trap	\$75	
Pick-Up of Owned Animal	\$75	
Pick-up and Disposal of Deceased Animal on Private Property	\$85	
Use of Livestock Trailer	\$100/\$150	(1st /2nd time)

Medical Fees

Medical groom	\$45	
Medical nail trim	\$15	
Medication dispensed	\$20	
Vet procedure	\$25	
Rabies	\$14	
FVRCP	\$20	
DA2PP	\$20	
Medical bath	\$20	
Wound prep	\$35	
Kitten Package	\$400	
Puppy Package	\$400	
Dental	\$350	

Owner Surrender of Animal Residing in Santa Cruz County

Owner Surrender of Dog	\$0	
Owner Surrender of Cat	\$0	
Owner Surrender of Rabbit	\$0	
Owner Surrender of Exotic (snake, lizard, bird, turtle)	\$0	
small rodents	\$0	
Large livestock	\$0	
small livestock	\$0	
Large Exotic	\$0	

Owner Surrender of Animal Residing Outside of Santa Cruz County

	Proposed 2020-21
Owner Surrender of Dog	\$50
Owner Surrender of Cat	\$35
Owner Surrender of Rabbit	\$25
Owner Surrender of Exotic	\$55
(snake, lizard, bird, turtle)	\$15 - \$35
small rodents	\$10 - \$25
Large livestock	\$100
small livestock	\$75
Large Exotic	\$55
Protective Custody Fee	
Owner Arrest	\$75 /hour min.(2 hours after hrs)
Confiscate/Humane	\$75 /hour min.(2 hours after hrs)
Emergency Hospital	\$25
Owner Requested Euthanasia	\$75 Plus Disposal
Disposal of Owned Dead Animals	\$50
Refund Processing Fee	\$25
Animal Control Officer Services	\$75/hour (2 hr minimum after hours)
Field Return of Owned Animal	\$75
Spay/Neuter Fees for Impounded Animals	
Cats	\$50
Dogs	\$195
Planned Pethood Spay/Neuter Fees	
Dog	\$190
Cat	\$25
Rabbit	\$75
Pit Bulls & Chihuahuas	\$50
Animals over 100 lbs., in heat, pregnant or cryptorchid add	\$35
Animals determined obese by veterinarian add	\$50
*Animals over 100 lbs., in heat, pregnant or cryptorchid – add \$25. Animals determined obese by veterinarian add \$50. Animals over 7 years of age are required to receive a blood panel for an additional \$55. Late drop-off fee (more than 20 minutes) is \$20. Reschedule fee for missed appointments is \$25.	
Fees for Additional Required Services	
Microchip	\$10
License	\$29
Rabies	\$10
Late drop-off fee	\$20
Late pick-up fee	\$40/night
Blood panel for dogs over 7 yrs of age and cats over 10 yrs of age	\$75
Planned Pethood Spay/Neuter Fees for Limited Income*	
Dog	\$50
Cat	\$10
Rabbit	\$50
*Limited income eligibility determined through proof of receipt of government assistance OR through a year-to-date pay stub or W2 tax form that proves the following:	
1 person household--maximum of \$35,350 annual income	
2 person household--maximum of \$40,350 annual income	
3 person household--maximum of \$45,400 annual income	
4 person household--maximum of \$50,400 annual income	
<u>ONE STOP Fees with Purchase of License</u>	
Rabies	\$10
Microchip	\$15

Proposed 2020-21

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

FINES FOR VIOLATIONS OF ANIMAL ORDINANCE – ADMINISTRATIVE CITATION PROGRAM***Failure to license**

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

****Failure to microchip**

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

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

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

Failure to display license (each dog)

\$50

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

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

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

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

Safety of animal in parked vehicle	\$250
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Failure of owner to pick up after dog or cat defecating	\$100
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Habitual noisy animals (6.12.090)	\$100
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Permitting livestock to trespass, per offense	\$200
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All first offense recommended penalties not subject to cure will be reduced by 50% if they are paid in full by 5:00 p.m. of the first business day following issuance.

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

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

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

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

Fee Schedule Comparison		
Description	2020/21 Amended Fee Schedule	2020/21 Fee Schedule
Recreation Fees		
Junior Guards		
Resident/non resident	\$273 / \$341	\$260 / \$325
Camp Capitola		
All day 2 week session, resident/non resident	\$303 / \$379	\$289 / \$361
1/2 day resident/non resident	\$153 / \$191	\$146 / \$182
All day 1 week session, resident/non resident	\$153 / \$191	\$146 / \$182
All day 1 week teen session, resident/non resident	\$273 / \$341	\$260 / \$325
Junior Leader program	\$69	\$66
Family Camp		
3 Night Family Camp	Adult (13+) \$323.27 per night / Child (3-12) \$220.52 per night	New Fee

Attachment: Exhibit C 2020-21 Amended Fee schedule comparison (2) [Revision 1] (Amend FY 2020-21 Fee Schedule)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: Public Works Department

SUBJECT: Consider Granting an Easement to Soquel Creek Water District for a Water Main Located on the Library Property at 2005 Wharf Road

RECOMMENDED ACTION: Approve a resolution authorizing and directing the City Manager to execute a Grant Deed, granting a 10-foot-wide easement for a water main to the Soquel Creek Water District over the City owned property at 2005 Wharf Road, the location of the new Capitola Branch Library (APN: 034-541-34).

BACKGROUND: The City-owned parcel at 2005 Wharf Road was created as part of the Francisco Circle sub-division in 1996. The water service to the Francisco Circle houses is provided through a water main that traverses the City parcel within an existing easement. As part of the on-going Capitola Branch Library project on this parcel, the water main needed to be relocated. The Grant Deed included as Attachment 1 will grant Soquel Creek Water District a new ten-foot easement over the relocated water main for maintenance purposes.

DISCUSSION: This relocation work was anticipated in the library project scope and has been completed by the project's contractor. Granting a new easement to Soquel Creek Water District over the new water main is a requirement to obtain water service.

Bowman and Williams, who provided the survey of the site, has prepared the legal description and map showing the easement. Upon acceptance of this easement by Soquel Creek Water District, the District has agreed to quit-claim the existing easement over the old water main location.

A site map with the approximate locations of the old and new easements is included as Attachment 2.

FISCAL IMPACT: None

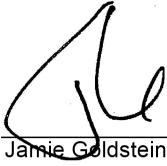
ATTACHMENTS:

1. Grant Deed to Soquel Creek Water District (PDF)
2. Library Site Plan with Easements (PDF)

Report Prepared By: Steve Jesberg
Public Works Director

Grant Easement to Soquel Creek WD at Library
March 25, 2021

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/19/2021

Grant Easement to Soquel Creek WD at Library
March 25, 2021

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A GRANT
DEED, GRANTING A 10-FOOT WIDE EASEMENT FOR A WATER MAIN TO THE
SOQUEL CREEK WATER DISTRICT OVER THE CITY OWNED PROPERTY AT 2005
WHARF ROAD, THE LOCATION OF THE NEW CAPITOLA BRANCH LIBRARY
(APN: 034-541-34).**

WHEREAS, the Capitola Branch Library ("Library") is located on City owned parcel located at 2005 Wharf Road, Accessors Parcel Number 034-541-34; and

WHEREAS, the parcel was created as part of the Francisco Circle subdivision in 1996. The water service to the housing units in the subdivision is provided through a water main owned and maintained by Soquel Creek Water District that traverses the City property from Wharf Road to Francisco Circle and which is located in an existing easement; and

WHEREAS, as part of the construction of the Library, the water main had to be relocated within the City parcel. Soquel Creek Water District has conditioned water service to the Library upon being granted a new easement over the relocated water main; and

WHEREAS, Soquel Creek Water District will quit claim the easement over the old water main upon acceptance of the new easement.

NOW, THEREFORE, BE IT FUTHER RESOLVED, by the City Council of the City of Capitola that the City Manager is hereby authorized and directed to execute a Grant Deed, granting a 10-foot wide easement for a water main to the Soquel Creek Water District over the City owned property at 2005 Wharf Road, the location of the new Capitola Branch Library (APN: 034-541-34).

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 25th day of March 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Yvette Brooks, Mayor

ATTEST:

Chloe Woodmansee, City Clerk

RECORDED AT THE REQUEST OF:

City of Capitola

WHEN RECORDED MAIL TO:

City of Capitola
420 Capitola Avenue
Capitola, CA 95010

THIS INSTRUMENT IS BEING RECORDED FOR THE BENEFIT OF THE CITY OF CAPITOLA NO RECORDING FEE IS REQUIRED PURSUANT TO GOVERNMENT CODE §27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City of Capitola, a Municipal Corporation ("Grantor"), hereby grants to Soquel Creek Water District, a public agency ("Grantee"), an easement ("Easement") in a portion of Grantor's property commonly known as 2005 Wharf Road, Assessor's Parcel Number 034-541-34 ("Land") of that certain real property situated in the City of Capitola, County of Santa Cruz, State of California, which Easement is described and depicted in Exhibit A.

Grantor hereby grants to Grantee a nonexclusive easement over/under/on/across the Land located as described in Exhibit A for so long as the Easement is used exclusively for the purpose(s) of waterline installation, operation, and maintenance of underground structures, and necessary fixtures and appurtenances. Grantor expressly reserves for itself, its successors and its assigns, the right to use the Easement Area or to grant other easements or licenses at the same location so long as such uses do not unreasonably interfere with the rights herein granted.

City of Capitola,
a Municipal Corporation

Dated: _____

Benjamin Goldstein, City Manager

Attachment: Grant Deed to Soquel Creek Water District (Grant Easement to Soquel Creek WD at Library)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of the document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California)
County of Santa Cruz)

On _____, before me, _____, Notary Public, personally appeared _____ Here Insert Name and Title of Officer

_____, Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ Signature of Notary Public

Attachment: Grant Deed to Soquel Creek Water District (Grant Easement to Soquel Creek WD at Library)

EXHIBIT A



Digitally signed
by Bryan
Happee
Date: 2021.03.17
16:56:56 -07'00'

File No. 26710.01
March 17, 2021
APN :034-541-34

BRYAN F. HAPPEE PLS 8229

LEGAL DESCRIPTION OF THE NEW WATERLINE EASEMENT

BEING a portion of the lands conveyed to the city of Capitola, and

BEING a portion of the Remainder Lot as said lot is shown and delineated on that Certain Map entitled, "TRACT 1398, CLARES/WHARF SITE", filed for Record in the Office of the County Recorder on June 27, 1996 in Map Book 91 Page 12, Santa Cruz County Records, and

BEING an easement 10.00 feet in width for waterlines and appurtenances and being more particularly described as follows to wit:

BEGINNING at a ½" iron pipe tagged LS8229 at the southeast corner of Lot 17 of said map, said iron pipe being shown on Corner Record Map 776 filed for record August 24, 2011 in Santa Cruz County Records ; and

THENCE from said **POINT OF BEGINNING**, (L1) North 89°40'28" East 22.94 feet; THENCE (L2) North 44°40'14" East 35.02 feet; THENCE North 15°27'00" West 64.65 feet; THENCE North 74°33'00" East 99.14 feet to the southwestern line of Soquel Wharf Road; THENCE along said sideline, South 15°27'20" East 10.00 feet; THENCE leaving said sideline, South 74°33'00" West 89.14 feet; THENCE South 15°27'00" East 60.45 feet; THENCE South 44°40'14" West 44.93 feet; THENCE (L3) South 89°40'28" West 27.07 feet to a ½" iron pipe tagged LS8229 at the northeast corner of Lot 18 as shown on said above referenced map, and said iron pipe being shown on the above referenced Corner Record Map; THENCE along the northern line of said lot 18, South 89°40'00" West 59.16 feet to a ½" iron pipe tagged LS8229 at the southeastern sideline of Francesco Circle as shown on said Corner Record Map; THENCE along said sideline on the arc of a curve to the left, the center of which bears North 52°08'01" West 30.00 feet, through a delta angle of 21°38'12", an arc distance of 11.33 feet to a ½" iron pipe tagged LS8229 at the southwestern corner of said Lot 17, said pipe being shown on said Corner Record Map; THENCE along the southern line of said lot 17, North 89°40'00" East 53.95 feet, a little more or less to the POINT OF BEGINNING.

Containing 2,779 square feet more or less.

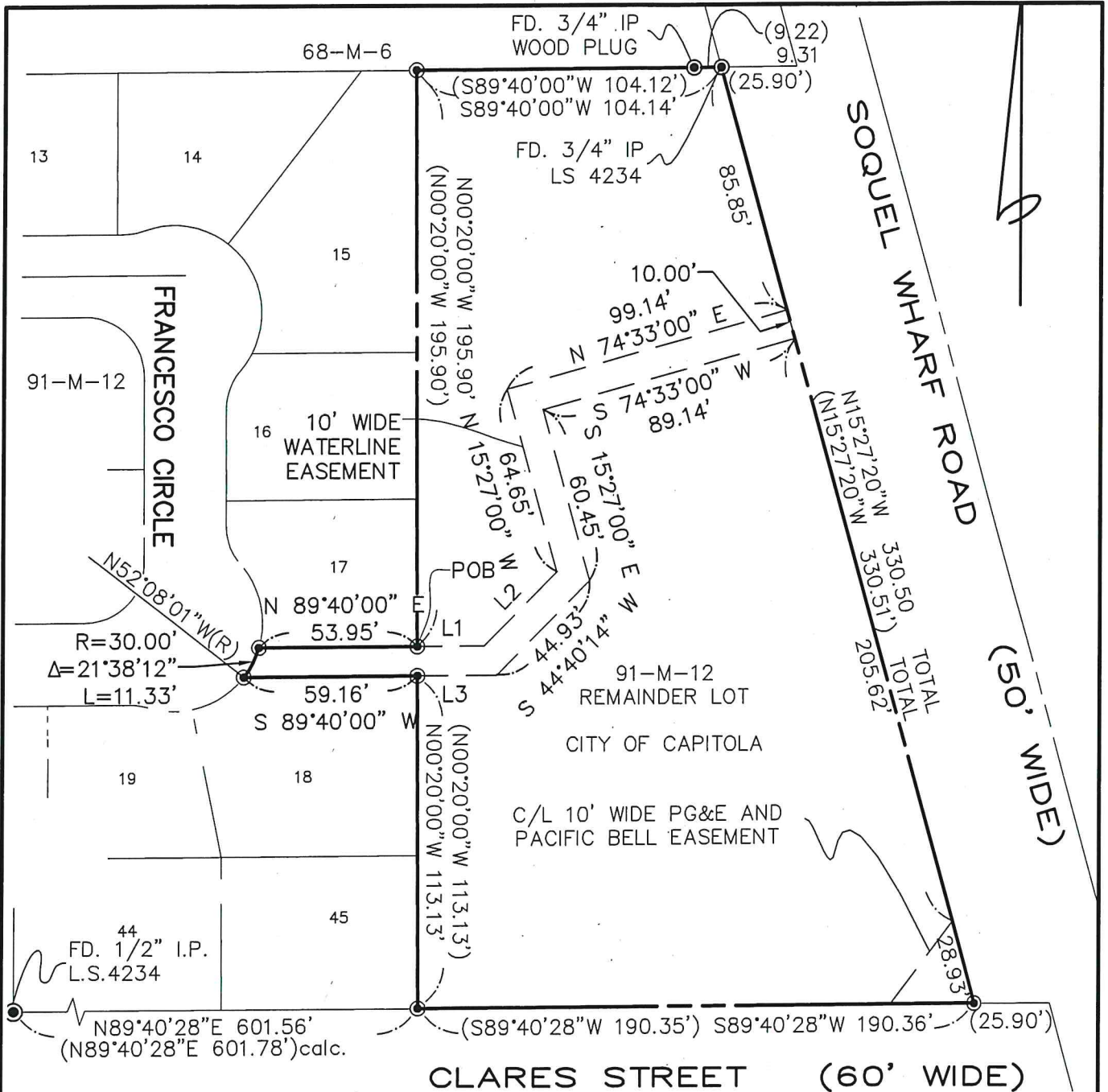
See exhibit A, page 2 of 2 attached hereto and by reference made a part hereof;

End of Description

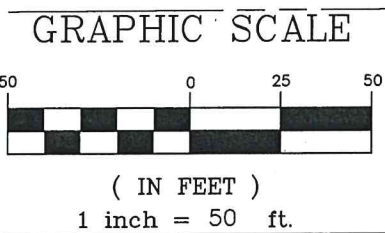
Exhibit A, Page 1 of 2

Attachment: Grant Deed to Soquel Creek Water District (Grant Easement to Soquel Creek WD at Library)

EXHIBIT A



LINE TABLE		
LINE No.	BEARING	LENGTH
L1	N 89°40'28" E	22.94'
L2	N 44°40'14" E	35.02'
L3	S 89°40'28" W	27.07'



LEGEND
 IP = IRON PIPE
 FD = FOUND
 ● = FD 1/2" IP LS 8229
 UNLESS NOTED OTHERWISE

ALL DISTANCES ARE IN FEET & DECIMALS THEREOF

BOWMAN & WILLIAMS
 CONSULTING CIVIL ENGINEERS
 AND LAND SURVEYORS
 3949 RESEARCH PARK CT., STE. 100, SOQUEL, CA 95073
 (831) 426-3560

SCALE 1" = 50'	JOB NO. 26710.01
DATE MARCH 17, 2021	DWG NAME 26710 EASE
DRAWN BJS	EXHIBIT A PAGE 2 of 2

Attachment: Grant Deed to Soquel Creek Water District (Grant Easement to Soquel Creek WD at Library)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: City Manager Department

SUBJECT: Receive Update on Pandemic Response

RECOMMENDED ACTION: Make the determination that all hazards related to the worldwide spread of the coronavirus (COVID-19) as detailed in Resolution No. 4168 adopted by the City Council on March 12, 2020, still exist and that there is a need to continue action.

BACKGROUND: In December 2019, an outbreak of a respiratory illness linked to the novel coronavirus (COVID-19) was first identified. In March 2020, the state of California, the County of Santa Cruz, and the City of Capitola each declared a state of emergency due to the virus. Also in March, the World Health Organization declared COVID-19 a pandemic.

Since March 2020, State and local health officers have issued health orders to stop the spread of COVID-19; in Santa Cruz County this included March, April, and May 2020 Shelter-In-Place orders that were more restrictive than statewide guidance. Since then, the County Health Officer has incorporated all Orders of the State Public Health Officer, which set baseline statewide restrictions on travel and non-residential business activities.

Blueprint for a Safer Economy & Local Tier Status

On August 28, 2020, the State Monitoring List was replaced by the Blueprint for a Safer Economy. In this new system, every county in California is assigned to a tier based on its rate of new COVID-19 cases and positivity. The tiers, from most restrictive to least, are: Purple-Widespread; Red- Substantial; Orange- Moderate; and Yellow- Minimal.

At the start of this system on August 31, Santa Cruz County was placed in the Purple-Widespread tier. Originally, tier assignments were announced weekly, on Tuesdays. Since the surge in November, the California Department of Public Health (CDPH) has said that tier assignments may be announced at any time and could occur more than once a week. The table below shows where Santa Cruz County has fallen within the tier system since its implementation.

Date	Tier Assignment	Weeks in Tier
August 31	Widespread Tier	Two
September 8	Substantial Tier	Seven

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October 27	Moderate Tier	Two
November 10	Substantial Tier	Two
November 16	Widespread Tier	Sixteen
March 10, 2021	Substantial Tier	2+

As of March 19, 11 California Counties are in the Purple-Widespread tier, 42 Counties are in the Substantial-Red tier, 4 are in the Moderate-Orange tier and for the first time in many weeks, one county is in the Yellow-Minimal tier (Alpine County). Our neighboring counties of Monterey and Santa Clara are in the Substantial Tier, as is Santa Cruz. San Mateo County is now in the Orange-Moderate tier.

Santa Cruz County Restrictions

On January 25, 2021, Governor Newsom announced that the Regional Stay-Home Order had ended for the entire state. The Blueprint for a Safer Economy orders remain in place, and Santa Cruz County has moved into the Red Substantial tier. Although the Regional Stay-Home Order is no longer in effect, all individuals living within the State of California are currently ordered to stay home or at their place of residence, except for permitted work, local shopping or other permitted errands, or as otherwise authorized.

Local Case Numbers and Statistics

As of March 19, there are 15,169 known COVID-19 cases in Santa Cruz County; of these known cases 421 are in the City of Capitola. There have been 197 deaths due to COVID-19 in our County.

In Santa Cruz County, the rate of new cases per day per 100k is at 5.1, with an adjusted case rate for tier assignment of 3.6. There is an overall positivity rate of 1.2%. For a county to move forward into the Red-Substantial tier, the rate of new cases needs to be less than 7 per 100k.

Vaccine/Testing Status

On March 15, the Bay Area Health Officer's released a joint statement regarding the three currently available COVID-19 vaccines (Pfizer, Moderna, and Johnson&Johnson). Health Officers representing the City of Berkeley, and the counties of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma approved the message, which explained that the clinical trials for all three vaccines show them as equally effective in preventing deaths from COVID-19, as well as the growing evidence that shows all three vaccines help prevent asymptomatic illness; meaning that people who have been vaccinated are not likely to spread COVID-19 to others. In the statement, they emphasized that the "best vaccine is the one you can get the soonest".

As of March 15, Santa Cruz County has administered more than 110,000 vaccine doses to residents. Also, this week, the County received about 6,000 doses of the vaccine, which is double what was received in the past weeks. The increase of vaccine supply will positively affect the speed in which residents are eligible for vaccinations. The County is still in Phase 1.B of the Vaccine Distribution Plan and is using a limited weekly supply to vaccinate individuals 65 and older along with workers in education, childcare (including daycare, foster care and library staff), food services (including production, processing, and delivery), agriculture (including

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March 25, 2021

farms, animal care, and forestry), fire, law enforcement, and emergency services (including utility workers, disaster workers/shelter staff, and social workers), and custodial, janitorial, and housekeeping. As the vaccine supply increases, it is expected that in April the County will move into an age-based prioritization or the next phase of the Vaccine Distribution Plan.

The City continues to offer onsite COVID-19 rapid-testing clinic to all employees and insured household members, through the private company Virtual Hearing Solutions. The clinics are strictly for those without symptoms to reduce asymptomatic spread and are offered on a voluntary basis. Regular testing has taken place on Thursdays for the last five weeks, and staff plans to continue scheduling the onsite rapid tests on a weekly basis, at least until two weeks after most City employees have received their full round of COVID-19 vaccine doses, or interest in testing wains.

Behavioral Guidance

The Center for Disease Control issued guidance on March 9, 2021 regarding vaccinations and recommended precautions that should be taken, even when people have been fully vaccinated. People are considered fully vaccinated two weeks after their last vaccination. If it has been less than two weeks since your shot, or you still need to get your second dose, you are not fully protected. If you have been fully vaccinated, you should do the following:

When in public, around unvaccinated people, or around people with an increased risk of severe illness or death from COVID-19:

- Wear a facial covering
- Stay six-feet from others
- Avoid crowds and poorly ventilated spaces

In general:

- Avoid medium or large-sized gatherings
- Delay domestic and international travel
- Watch for COVID-19 symptoms
- Follow workplace guidance

DISCUSSION: Due to the City, County, and State's emergency declarations, City departments continue to implement strategies to protect the community and employees while maintaining essential levels of service to the public.

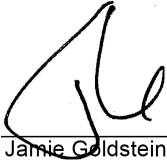
If major changes occur between the date of agenda publication and the City Council meeting, further updates on the regional and local coronavirus response can be provided in a verbal report at the meeting.

FISCAL IMPACT: Fiscal impacts from the pandemic have been accounted for in the updated FY 20/21 Budget. Those impacts are being reviewed on a quarterly basis by the City Council. In addition, the City Council has set aside \$600,000 to help ensure the City has available resources should the pandemic result in further unforeseen impacts. The next scheduled budget review is an item on this agenda.

Report Prepared By: Chloe Woodmansee
City Clerk

COVID-19 Emergency- Update 22
March 25, 2021

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/19/2021



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: Community Development

SUBJECT: 2021 Community Development Block Grant Public Hearing to Consider Potential Activities

RECOMMENDED ACTION: Receive staff presentation, open public hearing to allow input on potential activities, and direct staff to proceed with an application under the 2021 CDBG NOFA.

BACKGROUND: The U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program provides funds to assist low-income and moderate-income families or aid in the prevention or elimination of slums or blight. There are two types of CDBG programs in cities; “entitlement” and “non-entitlement”, which are dependent on a city’s population. The “entitlement” program is directly funded on an annual basis and is reserved for metropolitan cities and urban counties. These two categories are defined in the following ways: metropolitan cities are principal cities or Metropolitan Areas (MAs) or cities within MAs with populations of 50,000 or more. Urban Counties are within MAs that have population of 200,000 or more, excluding the population of metropolitan cities within their boundaries. The “non-entitlement” program is administered by the State Department of Housing and Community Development (HCD); cities apply for funding under a competitive application process. The City of Capitola last applied and received funding from the State CDBG program in 2014 for a homebuyer program and owner-occupied rehabilitation program.

ANALYSIS: On January 20, 2021, the HCD published the Notice of Funding Availability (NOFA) for program year 2021. The NOFA made approximately \$30 million available in federal funds. To apply for the funding, the City must conduct public outreach to determine potential CDBG activities to consider for the next application period. This includes holding a public hearing to discuss the potential application(s) and allow for public input.

To be considered eligible, a proposed activity must meet one or more of the three National Objectives listed in CDBG Federal Statutes:

1. Benefit to low- and moderate-income persons;
2. Prevention or elimination of slums and blight; or
3. Meeting an urgent community need which poses an immediate threat to the health and welfare of the community (State designates when the “urgent need” objective is allowed for a NOFA).

2021 Community Development Block Grant program – Notice of Funding Availability
March 25, 2021

The benefit to low-income and moderate-income persons is the most predominately used National Objective. To benefit low- or moderate-income persons, the project/activity must either benefit an area that is comprised of at least 51% low or moderate-income households, or the program must benefit individually qualified households (i.e., each participating household is income certified).

In addition to meeting one of the three National Objectives, the project/activity must also fall under one of the categories listed below. The total application may not exceed \$1,500,000 and a maximum of three (3) activities may be proposed:

1. Housing and Community Development Activities:

- a. Public Service (maximum grant of \$500,000). Examples include subsistence payments, security deposits, childcare, health care, recreation programs, fair housing counseling, drug and alcohol abuse counseling and testing, homeless services, senior services, and nutrition services benefitting low- and moderate-income persons.
- b. Planning and Technical Assistance (maximum grant of \$250,000). The product must show a connection to assisting with an eligible CDBG activity that, if implemented, meets a National Objective. Product(s) are submitted to the State at the time of completion. The grant requires a five percent cash match to be expended prior to expenditure of CDBG funds. Examples include utility master plans, feasibility studies, housing market analysis, updates to General Plan documents, etc.
- c. Housing Activities:
 - i. Homeownership Assistance Program (maximum grant of \$500,000): assistance with loans for down-payment or closing costs.
 - ii. Housing Rehabilitation Program for Single Family Homes. (maximum grant of \$500,000): loans for repairs and improvements of owner-occupied units.

2. Economic Development Activities:

- a. Business Assistance (maximum grant of \$500,000). Examples include financing of working capital, furniture, equipment, and property repairs/improvements.
- b. Microenterprise Assistance (maximum grant of \$500,000). Examples include business training, financing of working capital, furniture, equipment, and property repairs/improvements. This program is limited to businesses with 5 or fewer employees.

Each activity listed above is allowed a 36-month expenditure period from the time funds are awarded. Jurisdictions are not able to apply for these funds again until 50% of the total dollars have been expended.

The City of Capitola is a CDBG-eligible non-entitlement jurisdiction, which means the City must apply for funding rather than automatically receive a direct allocation. Staff has reviewed all eligible activities listed above and has determined that above Category 1.A Housing and Community Development Activities: Public Service is the most beneficial and needed item for the community at this time. To get a sense of needed funds, staff reached out to the following organizations to determine what level of funding they would need over the next 36 months. Their responses are below:

2021 Community Development Block Grant program – Notice of Funding Availability
March 25, 2021

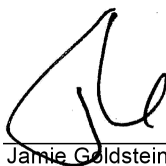
- Grey Bears – Food Distribution Program \$52,950
- Second Harvest Food Bank \$112,000
- Community Bridges – Meals on Wheels \$299,720

Staff recommends an application be submitted to include the three public services identified above, not to exceed \$500,000. Applications are due to HCD by April 30, 2021. Based on public comments and the City Council recommendation, staff proposes bringing the final application and dollar amounts back for a resolution to approve on April 8, 2021.

FISCAL IMPACT: The CDBG Program is fully funded through grant dollars, thus no impact is foreseen to the City other than the application cost. Adams Ashby Group (CDBG Consultant) will be preparing the grant applications for \$3,750 and an amendment to their contract was approved earlier this evening as part of the Consent Agenda.

Report Prepared By: Katie Herlihy
Community Development Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/19/2021



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: City Manager Department

SUBJECT: Outdoor Dining and Village Parking Program Discussion

RECOMMENDED ACTION: Consider potential FY 21/22 City goals related to outdoor dining and Village parking rates, and provide direction.

BACKGROUND: During the FY 21-22 City Council goal setting session the Council discussed potential City goals around establishing a long-term plan for the outdoor dining program and evaluating parking rates in the Village. During that meeting there was discussion about whether both items should be included as goals for next fiscal year and if they should be combined into a coordinated project. Ultimately this issue was continued to a future meeting, with direction to staff to provide background on the issues.

Outdoor Dining: In June of 2020, the City issued Emergency Order 4-2020 that established a temporary permit path for brick-and-mortar businesses to operate outdoors due to the pandemic. That program has allowed 32 total businesses to shift operations outdoors, 15 of which are restaurant “parklets” located within on-street parking spaces in the Village. Those 15 restaurants are currently occupying 47 public parking spaces.

On January 14, 2021, the City Council directed staff to allow the temporary outdoor permits to continue through at least May 31, 2021, to provide businesses with certainty needed to make good business decisions during the pandemic.

Historically the City has considered several concepts to allow expanded outdoor dining in the Village. Prior to 2016, none of those efforts ultimately resulted in any modifications to City policy, however in 2016 following several public hearings the City Council authorized a two-year Village Parklet Pilot Program. The expired program is summarized below:

- Maximum number of parklets in the Village: Two
- Pilot program duration: Two-years between April 15, 2017 – April 15, 2019
- Permissible Location: San Jose Avenue between Capitola Avenue and the Esplanade
- Maximum size per parklet: Two parking-spaces
- Permit requirements: Conditional Use Permit, Design Permit, Coastal Development Permit, and Major Revocable Encroachment Permit – all issued by Planning Commission.
- Upfront costs: Planning applications: \$4,497.15; security deposit \$1,000; Building permit

Outdoor Dining and Village Parking Program Discussion
March 25, 2021

fees based on the proposed development; private construction costs estimated at \$7,000-15,000 depending on parklet size.

- Annual space rent \$3,220.00/space, which was derived based on the average City parking meter revenue rate in the Village in 2016.
- Additional requirements: design, spacing, posts, wheel stops, height, landscaping, lighting, hours of operation.

The City received only one application for the pilot program; Capitola Wine Bar applied one year after the program was launched. The applicant then withdrew the application due to the costs associated, improvements required, and the limited opportunity to recoup project costs with only one year remaining in the pilot program.

Village Parking Rates: The City currently has multiple parking programs in the Village, including parking meters, parking passes for employees, parking passes for residents, and parking passes that businesses who provide overnight accommodation can purchase for patrons. The City last updated parking meter rates in 2009, following the formation of a blue-ribbon parking committee to study the issues, the completion of a comprehensive Village parking study and after multiple City Council hearings during the winter of 2008/09,

That change increased meter rates in the Village from \$1 to \$1.50 per hour, with an agreement that half of the increased parking meter revenue would be set aside to help provide additional parking. Parking meter rates are included in the City's certified Local Coastal Plan, therefore any change to meter rates requires concurrence from the Coastal Commission.

DISCUSSION: In preparation for the annual goal setting session, staff suggested a number of potential goals for the City, including establishing a long-term plan for outdoor dining and evaluating Village parking fees.

Because the current outdoor dining program is tied to emergency pandemic orders, if outdoor dining on public rights of way in the Village is to continue post-pandemic the City will need to determine a strategy over the next several months.

Parking fees in the Village have not been comprehensively evaluated in more than ten years. Changes in parking fees have the potential to enhance City revenues, therefore staff flagged the issue for potential inclusion in this year's goals.

However, both projects will likely involve a considerable amount of public process, potential formation of committee(s), as well as a significant allocation of staff time. Therefore, staff suggests that before committing to both of these goals City Council consider overall strategic objectives for the next year.

At the City Council goal setting session there appeared to be unanimous Council support to develop a long-term plan for outdoor dining, however there was disagreement among Council members regarding whether parking rates should also be included in that effort.

Staff has identified three potential options for FY 21/22 goals for Council consideration.

1. Establish a long-term strategy for outdoor dining, taking into consideration lost revenue from parking meters, and agree to consider an evaluation of overall Village parking rates in future years. This goal would allow the City to generally bifurcate the issues and would likely allow an outdoor dining plan to be developed more quickly.

Outdoor Dining and Village Parking Program Discussion
March 25, 2021

2. Establish a long-term strategy for outdoor dining while taking a focused look at the parking rates that are less likely to generate widespread community concern. For example, parking rates in the City Hall parking lots have historically generated less concerns than the Village parking meter rates. However, approaching parking rates in a piecemeal fashion has potential drawbacks. There arguably should be a relationship between the rates changed at remote lots and in the Village, and each change to meter rates requires a time-consuming process with the Coastal Commission.
3. Establish a long-term strategy for outdoor dining and evaluate overall Village parking rates. This would allow both processes to move forward this fiscal year but could create challenges as staff resources would be spread over both efforts and community interest in one issue could potentially derail the other.

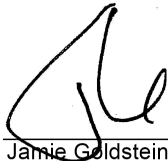
FISCAL IMPACT: During the three fiscal years prior to the pandemic the City averaged \$604,000 in annual village parking meter revenue. Staff estimates the 47 parking spaces currently being used for outdoor dining reduce City revenue by approximately \$140,000/yr.

ATTACHMENTS:

1. I-36 Village Parklet Pilot Program (PDF)
2. Emergency Order 4-2020 (PDF)

Report Prepared By: Jamie Goldstein
City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/19/2021



ADMINISTRATIVE POLICY

Number: I-36
 Issued: 10/28/16
 Jurisdiction: City Council

VILLAGE PARKLET PILOT PROGRAM

I. PURPOSE

The purpose of this policy is to establish a two-year Parklet Pilot Program in the Central Village zoning district. The program allows eligible Village eating and drinking establishments to construct, operate, and maintain outdoor dining areas within on-street parking spaces. The program shall take effect on April 15, 2017 and terminate on April 15, 2019. Applicants may apply to participate in the program upon effectiveness of this policy.

II. POLICY

Eating and drinking establishments located on San Jose Avenue (between the Esplanade and Capitola Avenue) may apply for a two-year parklet permit by submitting an application to the Community Development Department. A maximum of two parklets may be permitted, with each parklet occupying no more than two parking spaces. Applicants shall be responsible for all costs associated with designing, permitting, constructing, and maintaining the parklet. Applicants shall be required to demonstrate proof of insurance in the amount of \$1,000,000.

Applications shall be considered by the Planning Commission in conjunction with a Design Permit, Conditional Use Permit, Coastal Development Permit, and Major Revocable Encroachment Permit. Permits shall have a maximum duration of two years and may be revoked upon a finding that the parklet has not operated in compliance with permit conditions and/or municipal code regulations.

Applicants shall be solely responsible for removing the parklet upon permit expiration and shall submit a \$1,000 deposit with the City to guarantee removal. The deposit shall be forfeited if the applicant fails to remove the parklet within 30 days following an order by the City.

Parklet Design and Operational Requirements

Parklets must be constructed with non-permanent material and be designed for easy removal. In addition, parklets must include the following design and operational considerations:

- Parklets must comply with all ADA requirements;
- Parklets must comply with all stormwater and drainage requirements. Parklets may not impede the flow of drainage;
- Parklets shall be located at least one parking space or 20-feet away from an intersection or street corner;

- Parklets may not be located within 2-feet of a driveway;
- Parklets may not be located in a manner which impedes access to utilities or manholes;
- Parklets shall provide a minimum 4-foot buffer between parallel parking spaces or a 3-foot buffer between diagonal parking spaces;
- Soft-hit Type 2 Guide Posts (36-inches tall) and reflective elements shall be installed between corner ends of the parklet facing the street;
- Wheel stops shall be installed at the end of parking spaces adjacent to parklets which occupy a parallel parking space;
- Parklets may not be constructed over utility access panels, manhole covers, storm drains, or fire hydrant shut-off valves;
- Bolting or penetrating the surface of the roadway in any way is not allowed;
- Exterior edges must be a minimum of 30-inches tall. Can be fixture, planter, bench, etc. If alcohol is served, the edge must be a minimum of 42-inches tall.
- Landscaping such as hanging plants, potted plants, small bushes, flowers, vines, etc. must be provided within the parklet to the satisfaction of the Planning Commission;
- Low intensity lighting may be used;
- Signs and advertising are prohibited;
- Hours of operation shall be limited from 9:00 am to 9:00 pm;
- Any furnishings which are not secured to the parklet must be removed daily at close of business.

Program Cost

Application costs, due upon application submittal in the amount of \$4,497.15 or as required by the applicable fee schedule at the time of application. Prior to construction, the applicant will also be responsible for submitting a \$1,000 security deposit and paying Building permit fees based on the valuation of the project. Annual costs, due by April 15 for that calendar year in the amount of \$3,220.00/space.

This policy is approved and authorized by:



Jamie Goldstein, City Manager

Attachment: I-36 Village Parklet Pilot Program (Outdoor Dining and Village Parking Program Discussion)

DIRECTOR OF EMERGENCY SERVICES ORDER NO. 4-2020

AN ORDER OF THE DIRECTOR OF EMERGENCY
SERVICES (CITY MANAGER) OF THE CITY OF
CAPITOLA REGARDING OUTDOOR ACTIVITIES AND
ENCROACHMENTS FOR BUSINESSES OPERATING IN
COMPLIANCE WITH SOCIAL DISTANCING
REQUIREMENTS

WHEREAS, on March 26, 2020, the City Council of the City of Capitola declared the existence and anticipated spread of COVID-19 to be an emergency situation, as defined in California Government Code Section 54956.6, because it severely impairs public health and safety;

WHEREAS, on March 26, 2020, the City Council further declared the existence and anticipated spread of COVID-19 to be a local emergency, as defined by the California Emergency Services Act (California Government Code Sections 8634, 8550, *et seq.*);

WHEREAS, Government Code Section 8634 empowers the Director of Emergency Services to promulgate orders and regulations necessary to provide for the protection of life and property;

WHEREAS, Capitola Municipal Code Section 8.08.050A designates the City Manager as the Director of Emergency Services; and

WHEREAS, on March 16, 2020, the County of Santa Cruz Health Department issued a Countywide shelter in place order that required individuals to isolate in their places of residence, except as needed for the performance of essential activities; and

WHEREAS, on March 19, 2020, the Governor of the State of California ("Governor") issued Executive Order N-33-20, which provides that individuals living in the State of California are required to stay at home except as needed to maintain continuity of operations of the critical infrastructure sectors; and

WHEREAS, since that time, many retail establishments and restaurants in the City have been entirely shut down or engaged in limited operations, resulting in a loss of income and economic stability for members of our community; and

WHEREAS, on March 31, 2020, the County of Santa Cruz Health Department extended the March 16 shelter in place order that required individuals to isolate in their places of residence, except as needed for the performance of essential activities including modification to allow a portion of the construction industry to open; and

WHEREAS, on April 30, 2020, the County of Santa Cruz Health Department issued an Order extending the March 31 shelter in place order's requirements for all residents, and provided modifications to the prior order concerning beach, lodging, and business restrictions, and;

WHEREAS, on May 6, 2020, the Santa Cruz County Health Officer issued a Supplemental Order directing all individuals living in the County to continue sheltering at their place of residence, relaxing restrictions on low-risk businesses consistent with direction from the State of California, and aligning the County Orders with applicable State Orders;

WHEREAS, on May 8, 2020, the Governor issued a “Resilience Roadmap” that included guidance, by industry and including social distancing requirements, for reopening certain segments of the economy. The Roadmap indicated that “curbside retail,” which includes but is not limited to bookstores, jewelry stores, toy stores, clothing stores, shoe stores, home and furnishing stores, sporting goods stores, antique stores, music stores, and florists, may open with curbside pickup and delivery only, until further notice. The guidance for the “Retail” segment further includes detailed guidelines for maintaining a safe environment for workers and customers;

WHEREAS, on May 26, 2020, the County of Santa Cruz Health Department issued an Order extending the May 31, 2020, April 29, 2020, and May 6, 2020 Orders to allow certain businesses to re-open and allow expanded recreational activities;

WHEREAS, on May 29, 2020, the County of Santa Cruz issued an Order authorizing all business operations as consistent with Stage 2 in the “Resilience Roadmap”;

WHEREAS, Capitola Municipal Code Section 12.56.090 prohibits the installation of private improvements or obstructions within the public right of way;

WHEREAS, Capitola Municipal Code Section 17.21.060.A requires an applicant to obtain a conditional use permit from the Planning Commission for adding a take-out window to an existing restaurant use located in the Central Village zoning district;

WHEREAS, Capitola Municipal Code Section 17.21.060.L requires an applicant to obtain a conditional use permit from the Planning Commission for outdoor activity such as outdoor seating for restaurant or other food establishment located in the Central Village zoning district

WHEREAS, Capitola Municipal Code Section 17.24.040 (inside coastal zone) requires personal service establishments, limited repair services, and small retail businesses to conduct business entirely within enclosed buildings and Section 17.24.060 requires an applicant to obtain a conditional use permit from the Planning Commission for a restaurant, including expansion of the restaurant to include outdoor seating, for properties located in the Neighborhood Commercial zoning district;

WHEREAS, Capitola Municipal Code Section 17.27.040 (inside coastal zone) requires all retail and personal services establishment uses to be conducted entirely within an enclosed building within the Community Commercial zoning district;

WHEREAS, Capitola Municipal Code Sections 17.21.060, 17.22.050, 17.24.060, 17.24.060, and 17.36.060 (inside coastal zone) require a conditional use permit for restaurant including food services in conjunction with tasting rooms;

WHEREAS, Capitola Municipal Code Sections 17.20.020 and 17.24.020 require a minor use permit for take-out food and beverage pursuant to Section 17.96.180 within Commercial and Mixed-Use zoning district outside the Coastal Zone,

WHEREAS, Capitola Municipal Code Section 17.51.015.F (outside Coastal Zone) and Section 17.76.010.A. (outside Coastal Zone) specifies that no parking or loading facility may be reduced in capacity unless sufficient replacement capacity is provided.

WHEREAS, Capitola Municipal Code Section 17.96.170 requires an administrative permit and encroachment permit for temporary outdoor dining areas located on a public sidewalk or other area within the public right-of-way within the Community Commercial, Regional Commercial, and Mixed-Use Neighborhoods located outside the Coastal Zone;

WHEREAS, these requirements may prevent retailers, restaurants, and personal service establishments from being able to immediately and effectively provide customers alternatives to inside shopping and dining;

WHEREAS, as non-essential businesses are permitted to re-open pursuant to State and County orders, laws, and/or guidance, the City wishes to suspend certain permit and license requirements in order to facilitate business operations in a manner that is consistent with social distancing requirements, and protects the health and safety of the citizens of Capitola;

WHEREAS, the City of Capitola recognizes that the safety and security of our community is inextricably linked to the safety and security of our economy, and wishes to allow businesses to re-open and recover as soon as possible, while remaining compliant with applicable State and County Orders, and mindful of public health and safety concerns; and

WHEREAS, the City has an important governmental interest in maintaining a thriving business community and protecting the health, safety, and economic welfare of its citizens and businesses; and

WHEREAS, a safe and controlled re-opening of the Capitola economy, consistent with the State and County Orders, is necessary to provide for the protection of life and property.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED AND ORDERED by the Director of Emergency Services of the City of Capitola that, effective June 1, 2020:

SECTION 1. Outdoor Activities Permitted. To facilitate the reopening of businesses in a manner that is consistent with State and local social distancing requirements, all City of Capitola laws, regulations and/or policies that would otherwise

prohibit businesses from engaging in their business activities outside, including those specifically referenced in this Order, are hereby suspended.

SECTION 2. Eligible Businesses and Compliance with State and County Orders. This Order only applies to those businesses that require outdoor space in order to effectively operate while complying with State and local social distancing requirements. Nothing in this Order shall authorize a particular business, that is not otherwise authorized to do so, to operate outside unless and until that business is authorized to operate pursuant to State and County Orders. All businesses must be in full compliance with all State and County Orders regarding reopening and operation in order to comply with this Order.

SECTION 3. Temporary COVID-19 Allowance for Tasting Rooms to contract with food vendor to sell dine-in meals. To be eligible to engage in wine or beer tasting activities pursuant to this Order, businesses that serve alcohol shall be required to offer sit-down, dine-in meals. Alcohol can only be sold in the same transaction as a meal.

Tasting rooms that do not provide sit-down meals themselves, but can contract with another vendor to do so, can serve dine-in meals provided both businesses follow the California Department of Public Health and CAL/OSHA COVID-19 Industry Guidance for Dine-In Restaurants and alcohol is only sold in the same transaction as a meal.

To facilitate the reopening of tasting rooms in a manner that is consistent with State and local social distancing requirements and industry guidance, all City of Capitola laws, regulations and/or policies that would otherwise prohibit tasting rooms from providing dine meals are hereby suspended.

SECTION 4. Temporary COVID-19 Outdoor Activities and Encroachment Agreement. To be eligible to engage in outdoor activities pursuant to this Order, businesses shall be required to enter into a Temporary COVID-19 Outdoor Activities and Encroachment Agreement (hereinafter the "Outdoor Activities Agreement") attached hereto and incorporated herein by reference.

The Director of Emergency Operations (hereinafter the "Director") or his designee shall be authorized to enter into an Outdoor Activities Agreement with the applicant and shall be entitled to seek the review of any City staff regarding any and all site-specific considerations related to the proposed outdoor activities. The Director may choose to enter into an Outdoor Activities Agreement on any terms he deems necessary, including but not limited to modifications to the proposed location of outdoor activities, to ensure ongoing protection of the public health and safety of the City.

The City shall only enter into an Outdoor Activities Agreement that authorizes activities that are consistent with State and County orders regarding essential businesses.

SECTION 5. Encroachment Into Public Right-of-Way. To streamline the issuance of temporary rights of encroachment into the public right-of-way, the City hereby amends its encroachment permit and agreement process as follows:

1. The following requirements set forth in the Capitola Municipal Code Chapter 12.56 regarding encroachment permits and encroachment agreements shall not apply to businesses seeking to encroach into the public right of way for purposes of conducting business in compliance with State and local social distancing requirements: CMC § 12.56.0050; 12.56.060; 12.56.070; 12.56.090.

2. Businesses seeking to encroach into the public right way for purposes of conducting business in compliance with State and local social distancing requirements, shall execute an Outdoor Activities Permit in lieu of obtaining (1) encroachment permits and encroachment agreements required by CMC Chapter 12.56.060.

SECTION 6 Expansion of Use on Private Property Owned or Leased by Applicant. To streamline the issuance of temporary rights of restaurant take-out windows and outdoor dining areas within private property owned or leased by applicant, the City hereby amends its administrative and conditional use permit processes as follows:

1. The following requirements set forth in the Capitola Municipal Code Chapters 17.21; 17.24, and 17.27 for businesses located inside Coastal Zone, and Chapters 17.20.020 and 17.24.020 requiring use permits shall not apply to businesses seeking to expand into private property adjacent to the primary use for purposes of conducting business in compliance with State and local social distancing requirements: CMC § 17.21.060.A; 17.21.060.L; 17.24.040; and 17.27.040 inside Coastal Zone and CMC § 17.20.020; 17.24.020; 17.96.170; and 17.96.180 outside the Coastal Zone,

2. Businesses seeking to expand in to private property adjacent to the primary use for purposes of conducting business in compliance with State and local social distancing requirements, shall execute an Outdoor Activities Agreement in lieu of obtaining (1) temporary sidewalk dining administrative use permits by CMC Chapter 17.96.170 (outside coastal zone); (2) temporary use and structure administrative permits by CMC Chapter 17.96.180 (outside coastal zone); and/or (3) conditional use permit by CMC Chapter 17.60 (inside coastal zone) and Chapter 17.124 (outside coastal zone).

3. To enter into this Agreement, an applicant must comply with the applicable City of Capitola COVID-19 Temporary Outdoor Activities and Encroachment Agreement Guidance, available at www.cityofcapitola.org..

SECTION 7. Reduction in Parking Allowed. To conducting business in compliance with State and local social distancing requirements, parking areas may be reduced in capacity.

1. The following requiremets set forth in the Capitola Municipal Code Chapter 17.51 and 17.76 requiring sufficient replacement parking when parking is reduced shall not apply to businesses seaking to expand into private property adjacent to the primary use for purposes of conducting business in compliance with State and local social distancing requirements. CMC § 17.51.015.F (inside Coastal Zone) and 17.76.010.A. (outside Coastal Zone)

SECTION 7. No Interference with Private Property. Nothing in this Order relieves a business from any obligations or laws requiring consent of adjacent property owners for use of private property. Businesses seeking to operate outdoors shall obtain consent of any private property owners whose property will be used for outdoor operations.

SECTION 8. Building Permit and Design Review Required. Nothing in this Order relieves a business from the requirement to obtain a building permit for outdoor activities if a building permit would otherwise be required, nor does this order relieve a business from complying with all provisions of the Building Code, including but not limited to, maximum occupancy requirements. Nothing in this Order relieves a business from the requirement to obtain a conditional use permit and undergo design review for permanent exterior alterations if such design review is required pursuant to the City of Capitola CMC § 17.87 Historic Features Ordinance (inside Coastal Zone) or §17.84 Historic Preservation ordinance (outside Coastal Zone), except that temporary installments, including but not limited to, tents, fencing, barriers, windows, and enclosures, may be authorized to facilitate proposed outdoor activities and removed to the original state after the Shelter in Place order is lifted.

SECTION 9. County Permits. Nothing in this Order relieves a business from the requirement to obtain any and all County permits regarding the provision of food and dining services.

SECTION 10 State Permits. Nothing in the Order relieves a business from the requirement to obtain any and all State permits regarding the provisions of serving and/or selling alcoholic beverages.

SECTION 11. Parking in the Village. Parking in the Capitola Village shall be modified as follows:

- Both the Upper and Lower Beach and Village parking lots shall be re- opened to the public on June 4, 2020 in conjunction with dining in the right-of-way.
- Public parking on Cliff Drive west of the Village shall be re-opened immediately upon issuance of this Order.
- The maximum allowed time to park in Capitola Village will be restored to 3 hours on June 4, 2020.
- Designated curbside pickup parking spaces will be limited to 15 minutes maximum.

SECTION 11. Violations of Order. Any violation of this Order or any other local, State, or Federal law shall constitute an imminent threat to the public health and is hereby declared to be a public nuisance and shall be subject to enforcement as such; violations of this order may result in the immediate termination of an Outdoor Activities Agreement and the cessation of any activities authorized by said Agreement and this Order.

SECTION 12. Effective Date of Order. This Order shall become effective on the date signed by the Director of Emergency Operations for the City of Capitola and shall expire when repealed or upon a declared termination of the state of emergency regarding COVID-19 by the Capitola City Council. This Order shall only apply to the extent

businesses are authorized to operate pursuant to State and County orders regarding essential businesses.

SECTION 13. The City Clerk shall certify the adoption of this Order and shall cause a certified Order to be filed in the Office of the City Clerk.

PASSED and ADOPTED this 2nd day of June 2020.

Attest:



Chloe Woodmansee, Interim City Clerk



Jamie Goldstein, Director of Emergency Services/City Manager
City of Capitola

Attachment: Emergency Order 4-2020 (Outdoor Dining and Village Parking Program Discussion)

TEMPORARY COVID-19 OUTDOOR ACTIVITIES AND ENCROACHMENT AGREEMENT

1. Business Identification

Business Name (Permittee): _____
Mailing Address: _____
Business Address: _____
Business Phone: _____
Business Email: _____

2. Type of Business [Check one]

Restaurant
Retail
Other Please Describe _____

3. Proposed Outdoor Activity and/or Encroachment [Check one or more if Business Proposes to Use Public Right-of-Way for Outdoor Activities]

Outdoor Dining
Take-Out Window for Restaurant Use
Other Please Describe _____

Note: To enter into this Agreement, an applicant must comply with City of Capitola COVID-19 Temporary Outdoor Activities and Encroachment Agreement Guidance, available at www.cityofcapitola.org, for each activity listed above.

4. Will proposed outdoor activity require the use of private property not owned or leased by Permittee? Yes No

If response to above question is yes, has Permittee obtained all required authorizations (including but not limited to written agreements, licenses, and/or leases) to use said private property? Yes No

5. Proposed Activities. All proposed activities shall comply with the COVID-19 Temporary Use Permit Guidance published by the City of Capitola. To show compliance, please provide the following information on separate attachment: (1) a description of the business, (2) proposed outdoor activities, (3) a description of all improvements, structures and/or materials to be used to facilitate outdoor activities, (4) description of area in which proposed outdoor activities will take place along with a drawing, map or other visual depiction showing said area, improvements, structures and/or materials to be placed in said area.

6. Requested Start Date of Outdoor Activities: _____

7. Duration of Outdoor Activities. Initial agreement will be in place through September 30, 2020, with automatic monthly extensions through the life of the State or County mandated social distancing requirements.

Attachment: Emergency Order 4-2020 (Outdoor Dining and Village Parking Program Discussion)

8. Amendments to Proposal by City and/or Additional Terms of Agreement [To be Completed by City]:

9. Terms of Agreement:

A. Permittee agrees to accept all responsibility for loss or damage to any person or entity and to indemnify, hold harmless, and defend and release the City of Capitola, its agents, and employees from and against any and all liability actions, claims, damages, costs, or expenses which may be asserted by any person or entity, including Permittee, arising out of or in connection with the willful act or negligence of Permittee engaging in the activities associated with this Agreement, whether or not there is concurrent negligence on the part of the City, but excluding liability due to the sole active negligence or sole willful misconduct of the City.

B. The City reserves the right to order the removal or relocation of the improvements listed in paragraphs 3-6, above, at Permittee's cost in the event same is required by the City and/or a Utility. Whether or not said removal or relocation is required shall be left to the unfettered discretion of the City and/or a Utility. Permittee hereby grants to the City the right to remove or relocate said improvements and to come upon Permittee's land to effect said removal or relocation if deemed necessary by the City and/or a Utility. Permittee waives any claim or right he/she/it may have for inverse condemnation, damages, or loss of income or business resulting from said removal. However, the City will be responsible for repairing any physical damage caused to Permittee's structure(s) or property by the City's but not a Utility's removal or relocation of said improvements. Upon removal or relocation of said improvements, all rights of Permittee under this agreement and the permit itself shall terminate.

C. Permittee shall comply with all applicable local, State, and Federal laws and regulations at all times during the effective period of this agreement, including but not limited to laws regarding the obstruction of vehicular traffic, the Americans with Disabilities Act and County health laws regarding provision of food services.

D. If Permittee's proposed activities encroach into public right-of-way and/or a public easement, Permittee shall procure and maintain for the duration of this Agreement, and furnish, along with this Agreement, proof of insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement, as set forth in this section. The cost of such insurance shall be borne by Permittee. Permittee's whose activities do not encroach into public right-of-way and/or a public easement, shall not be required to obtain said insurance.

Minimum Scope of Insurance. Permittee shall obtain and all times during duration of this Outdoor Activities Agreement maintain coverage at least as broad as:

(a) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

(b) Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for Permittees with employees).

(c) Property insurance against all risks of loss to any tenant improvements or betterments.

Permittee shall maintain limits no less than:

(a) General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

(c) Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Permittee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions.

The general liability policy is to contain, or be endorsed to contain, the following provisions:

(a) The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of the premises/property owned by or leased to the Permittee.

(b) The Permittee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.

(c) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless prior approval is received from the City Attorney.

E. If Permittee proposes to sell or serve alcohol as a part of a its outdoor activities, Permittee shall furnish, along with this Agreement, proof of a liquor liability coverage endorsement or policy.

F. Violation of Agreement. Any violation of this Agreement or any other local, State, or Federal law shall constitute an imminent threat to the public health and is hereby declared to be a public nuisance and shall be subject to enforcement as such; violations of this Agreement and/or Emergency Order No. _____ may result in the immediate termination of this Agreement and the cessation of any activities authorized by this Agreement and Emergency Order No. _____.

G. No Vested or Ongoing Rights Conferred. Permittee understands and agrees that this Agreement and Order No. _____ confer no vested rights to any ongoing or continued activities, and any and all activities authorized by this Agreement and Order are temporary in nature and granted solely to enable businesses to operate in compliance with State and local orders regarding social distancing and COVID-19. All improvements, structures and installments approved pursuant to this Agreement shall be removed in their entirety upon expiration of this Agreement.

H. Non-Transferable. This Agreement is non-transferable. Only the permittee with whom this Agreement was entered shall be permitted to engage in the activities authorized herein.

I. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations of modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged and duly recorded.

THE UNDERSIGNED AGREES THAT THE PROPOSED ACTIVITIES DESCRIBED ABOVE SHALL BE IN ACCORDANCE WITH AND SUBJECT TO THIS AGREEMENT'S TERMS AND CONDITIONS, CITY OF CAPITOLA EMERGENCY ORDER NO. _____, AND ALL OTHER APPLICABLE LOCAL, STATE AND FEDERAL LAWS, INCLUDING BUT NOT LIMITED TO STATE AND COUNTY EMERGENCY ORDERS REGARDING THE COVID-19 PANDEMIC.

Permittee

Date

Steve Jesberg
Public Works Director
City of Capitola

Date

Katie Herlihy
Communtiy Development Director
City of Capitola

Date

Attachment: Emergency Order 4-2020 (Outdoor Dining and Village Parking Program Discussion)

**CONSENT TO USE PRIVATE PROPERTY
FOR TEMPORARY OUTDOOR ACTIVITIES**

[This form must be completed if proposed outdoor activity requires the use of private property which is neither owned nor leased by Permittee]

I, _____, declare that:

1. I am the record title owner of the property located at:
_____, Capitola, California,
(Physical Address)

2. I am aware that the Permittee _____ (Business name) is in the process of entering into a Temporary COVID-19 Outdoor Activities and Encroachment Agreement with the City of Capitola to use my property, described in paragraph 1, for certain outdoor activities described in the Agreement.

3. I consent and agree to use of my property for the outdoor activities described in the Agreement.

Signed this _____ day of _____, 20

(Landowner Signature)

Attachment: Emergency Order 4-2020 (Outdoor Dining and Village Parking Program Discussion)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: City Manager Department
SUBJECT: Consider Options for Implicit Bias Training

RECOMMENDED ACTION: Approve the implicit bias training plan as follows; 1) City Council and City Department Heads: Hold public workshop, 2) Capitola Police and Community Service Officers: Continue with the required eight-hour Implicit Bias and Racial Profiling course every five years, and 3) Other City Employees: access to a self-directed e-learning program.

BACKGROUND: At the February 25 meeting, the City Council established the goal to provide implicit/unconscious bias training for Council Members during Fiscal Year 2020-21. In addition, the City Council established a Fiscal Year 2021-22 goal to offer implicit/unconscious bias training for City staff.

DISCUSSION: Staff has researched potential programs for implicit/unconscious bias training and has identified three types of training opportunities for City staff based on an employee's role and responsibilities.

City Council/Department Heads: For City Council training staff recommends the Council hold a workshop. The public workshop would be approximately 90 minutes and lead by a professional implicit bias trainer. City Department Heads and other staff that normally attend City Council/Planning Commission meetings would be required to participate. If the Council wishes the Planning Commission could also be invited or required to attend. Other staff, commissioners, board members, and the public will have the opportunity to watch the meeting. Due to public health orders, the training would be conducted over Zoom. If City Council concurs with this approach, staff will work with Council members to select a date for the workshop. Staff anticipates the workshop will cost approximately \$3,500.

Capitola Police and Community Service Officers: Currently all California law enforcement officers are required to pass implicit bias training in the police academy. In addition, law enforcement officers are required to pass an eight-hour Implicit Bias and Racial Profiling course every five years. The Police Department also requires the City's Community Service Officers and Parking Enforcement Officers to pass the eight-hour Implicit Bias and Racial Profiling course every five years. While state law requires the training for Officers on a five-year cycle, the City does have the authority to increase the required training frequency.

Other City Employees: Staff has identified a vendor that can offer implicit bias training for general City employees to take a self-directed e-learning program on their own schedule. The e-learning training would cost approximately \$500 for 25 employees.


FISCAL IMPACT: The estimated fiscal year 2020-21 fiscal impact for the City Council training

Implicit Bias Training
March 25, 2021

workshop is approximately \$3,500, which would not require additional budget appropriation. The estimated fiscal year 2021-22 impact for non-sworn employee self-directed training is estimated to be \$500. Increasing the frequency of Police Department training from every five years to every two years would have a fiscal impact of approximately \$4,000 per year.

Report Prepared By: Larry Laurent
Assistant to the City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/19/2021



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: Community Development

SUBJECT: Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)

RECOMMENDED ACTION: Receive staff update on Local Coastal Plan (Zoning Code) Certification by the California Coastal Commission and direct the Mayor to submit a public comment letter on behalf of the City Council.

BACKGROUND: The current zoning code update has been underway since 2014, initiated with stakeholder outreach meetings, a public online survey, and an Issues and Options white paper to guide decision making on key issues raised during public outreach. Following 25 public hearings, the City Council adopted the new Zoning Code by ordinance on January 25, 2018.

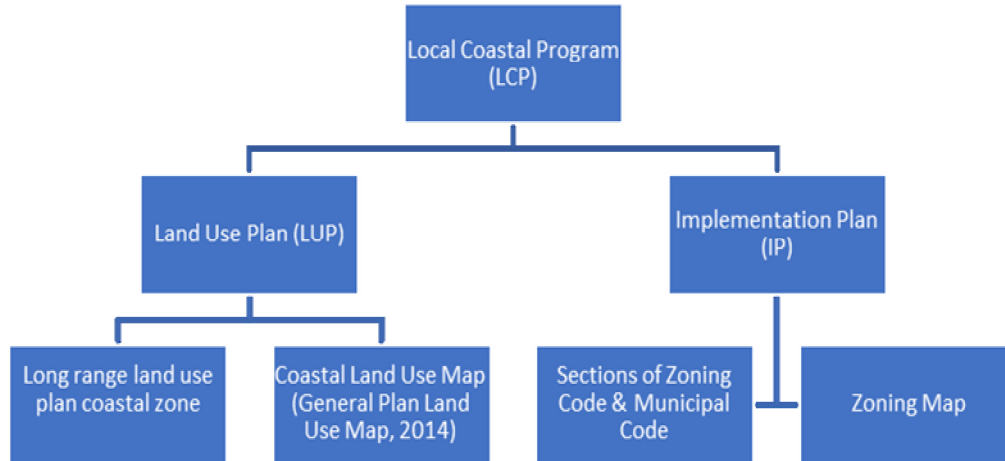
To implement the new legislation inside the coastal zone, the new ordinance must be certified by the California Coastal Commission as part of Capitola's certified Local Coastal Program (LCP). Capitola staff has been working with Coastal Commission staff toward LCP certification for the past three years. In 2018, Coastal Commission staff reviewed the adopted zoning code and proposed extensive modifications to the text. Following 13 additional public hearings, the City Council adopted an updated version of the zoning code on November 12, 2020, which included the majority of the Coastal Commission-requested modifications. In December 2020, the City submitted the updated zoning code to the Coastal Commission for certification.

On March 11, 2021, the City received a letter from Coastal Commission staff informing the City of the April Coastal Commission hearing and provided an overview of their recommended modifications (Attachment A). The letter identified four modifications concerning residential uses at the Inn at Depot Hill, the Monarch Cove Inn, and the former Capitola Theater Site, and visual resource protection.

The City Council may submit public comment to the Coastal Commission in response to their staff-recommended changes. The purpose of the item is to provide the City Council with an update on Coastal Commission staff recommendations and receive direction on the City's draft response letter to the Coastal Commission (Attachment B).

DISCUSSION: The terminology used by the Coastal Commission is often confusing as they use different titles than the City for existing City codes and maps, once certified. The following chart is a quick reference for Coastal Act terminology, acronyms, and the relationship to the city zoning code, zoning map, and general plan map.

Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)
March 25, 2021



Coastal Commission Certification Process: Attachment C provides a flowchart of the Coastal Commission certification process. At the April Coastal Commission hearing, the Coastal Commission staff will recommend approving Capitola's Local Coastal Plan (LCP) submittal, contingent upon the City's adoption of Coastal Commission recommended changes.

Following Coastal Commission approval with contingencies, the City will have three options:

1. Accept the Coastal Commission recommended changes and adopt them locally. The zoning code would then take effect in the coastal zone, in the revised form approved by Coastal Commission.
2. Reject the Coastal Commission revisions and take no further action. The proposed revisions to the zoning code will lapse and the old zoning code will remain in effect within the coastal zone. Capitola would then continue to have two functioning zoning codes; one for the coastal zone and one for areas outside the coastal zone.
3. Reject the Coastal Commission revisions, and instead draft another modified revision to the zoning code. This revised version would still need to be resubmitted to the Coastal Commission for approval and this process will essentially begin over again.

It is important to note that the Coastal Commission does not officially deny the LCP amendments (instead the Commission provides recommended modifications) and therefore the City has limited ability to formally appeal these changes. Also, under current law, the Coastal Commission cannot force the City to adopt a change to its LCP which is unacceptable to the City. As a result, both parties effectively have a veto authority over any change to the City's LCP.

Coastal Commission Recommended Modifications: Coastal Commission staff recommends approval of the City's submittal; contingent upon City adoption of four recommended changes, listed below. Each recommendation is followed by City staff analysis. The first two recommendations are closely related, therefore analysis is combined.

1. *Coastal Commission Recommendation:* Modify the Proposed Land Use Plan Map Designations for the Monarch Cove Inn and the Depot Hill Inn sites from the R-1 (Single-Family Residential) land use designation with a VS (Visitor-Serving) overlay to the VA (Visitor Accommodation) land use designation; retain the VS overlay on each of these properties.

Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)
March 25, 2021

2. *Coastal Commission Recommendation:* Modify the Proposed Zoning Map Designations of the Monarch Cove Inn and the Inn at Depot Hill to eliminate the proposed R-1 (Single-Family Residential) Zoning Designation for these two properties from the proposed Zoning Map; apply the VS overlay to these properties on the Zoning Map. The VS designation will act as both the underlying zoning designation and the overlay. Also, add language to clarify this change in proposed Zoning Code Sections 17.28.010(B)(3) and (5), noting the VS zoning designation on the on these sites acts as both the base zoning district and an overlay district (i.e., the permitted land uses identified in Table 17.28-1 are the only permitted land uses allowable on the site and the applicable land use regulations and development standards are limited to those identified in Chapter 17.28.

Staff analysis: In modifications one and two, Coastal Commission staff recommends removing R-1 (single-family) land use designations from the General Plan map and the Zoning Map, respectively. During the general plan update and the zoning code update, the land use designations for the Inn at Depot Hill and the Monarch Cove Inn were changed from Visitor Accommodations to R-1 (Single Family) with a Visitor Serving Overlay. The change for the Monarch Cove Inn was done at the request of the Inn property owners, so they can retire in their home and no longer operate it as a bed and breakfast. The R-1 designation would have provided greater flexibility to utilize and develop the properties in compliance with the R-1 development standards in the future. As submitted to the Coastal Commission, the code required the Monarch Cove Inn to either provide overnight accommodations or dedicate an easement to a public viewpoint if the property were to convert to single-family. For the Inn at Depot Hill, the R-1 base zone was utilized because that is the surrounding zoning.

The impact of removing the R-1 designations from the maps is that all future development and land uses on the sites must follow the Visitor Serving Overlay zone. If approved, the Coastal Commission staff-recommended language would mean the property would have to remain a visitor serving use.

3. *Coastal Commission Staff Recommendation:* Remove “Single-Family Dwelling” as a Conditional Use on the Monarch Cove Inn site and clarify that residential uses are prohibited on the former Capitola Theater Site. For the Monarch Cove Inn, the current owners would be eligible to reside on the property for the duration of their ownership under the existing (and proposed to be retained) caretaker unit, which is a conditional use on the property. The Monarch Inn Cove modifications are below in Table 17.28-1 (which include striking references to footnotes #3 and #12 of the table, the effect of which will disallow single-family dwellings at the site, not including the caretaker unit). The modifications for the Capitola Theater Site are located in Tables 17.28-1 and 17.20-1. These modifications include new language for footnote #12 in Table 17.28-1 and for footnote #6 in Table 17.20-1, which will have the effect of prohibiting single- and multi-family dwellings on the former theater site.

Staff analysis: In modification three, Coastal Commission staff made changes impacting the Monarch Cove Inn Site and the former Capitola Theater Site.

For the Monarch Cove Inn site, the Visitor Serving Land Use Table 17.28-1 was updated to prohibit single-family residential and removed the footnote regarding the allowance of single family residential in conjunction with overnight accommodations or an easement to a public viewpoint. The Coastal Commission added clarity that the owners of the Inn “would be eligible to reside on the property for the duration of their ownership under the

Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)
March 25, 2021

existing (and proposed to be retained) caretaker unit, which is a conditional use on the property.” The current owners may reside on the property but will not be able to lease the other cottages as long-term rentals or subdivide the property into three single-family homes.

For the former Capitola Theater Site, the Visitor Serving Land Use Table 17.28-1 was updated with footnote 12 which prohibits single-family and multi-family residential uses on the site. In previous zoning code, multi-family residential required a conditional use permit on the site. This modification will further limit how the site may be developed in the future. The general plan and zoning code were drafted to incentivize the development of a hotel on the site with bonus height and floor area ratio allowances. The Coastal Commission modification would require the site to be a visitor serving or commercial use.

4. *Coastal Commission Staff Recommendation:* Modify Sections 17.28.020(B)(2) and 17.88.080(G) as follows (in red) to ensure consistency with the LUP’s visual resource protection policies:

Section 17.28.020(B)(2): Village Hotel. The City may grant the following incentives to a proposed hotel on the former Capitola Theater site (APN 035-262-04, 035- 262-02, 035-262-11, 035-261-10):

1. An increase in the maximum permitted floor area ratio (FAR) to 3.0.
2. An increase to the maximum permitted building height provided that:
 - a. The maximum height of the hotel (including all rooftop architectural elements such as chimneys, cupolas, etc., and all mechanical appurtenances such as elevator shafts, HVAC units, etc.) remains below the elevation of the bluff behind the hotel; and
 - b. The bluff behind the hotel remains visible as a green edge (i.e. the upper bluff (i.e., below the blufftop edge) and upper bluff vegetation shall remain substantially visible across the length of the project site) when viewed from the southern parking ~~lot~~ area along the bluff of Cliff Drive (i.e. the parking area seaward of Cliff Drive and closest to Opal Cliff Drive) and from the Capitola wharf;
 - c. Existing mature trees shall be maintained on the site, except that trees that are unhealthy or unsafe may be removed; and
 - d. The rooftop shall be aesthetically pleasing and shall not significantly adversely affect public views from Cliff Avenue on Depot Hill. In addition to modifications to avoid structural incursions into this view, this can be accomplished through design features on top of the roof as well (e.g., use of a living roof, roof colors and materials that reduce its visual impacts, etc.). Rooftop appurtenances (e.g., elevator shafts, HVAC units, vents, solar panels, etc.) shall be screened from public view and integrated into/within the above-referenced rooftop design features to the greatest extent feasible.

Section 17.88.080(G):

G. Village Hotel. In addition to the findings in Subsection A above, the City Council may approve the requested incentives for a proposed hotel on the former Capitola Theater

Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)
March 25, 2021

site only if the following findings can be made:

1. The design of the hotel respects the scale and character of neighboring structures and enhances Capitola's unique sense of place.
2. The hotel will contribute to the economic vitality of the Village and support an active, attractive, and engaging pedestrian environment.
3. ~~The~~ Hotel siting and design will: (a) minimizes impacts to public views, including views of the beach and Village from vantage points outside of the Village, and ~~in particular as seen from Cliff Avenue on Depot Hill the top of the bluff~~ behind the hotel; and (b) does not adversely impact any significant public views of the coastline as identified in the LCP's Land Use Plan.
4. Parking for the hotel is provided in a way that minimizes vehicle traffic in the Village, strengthens the Village as a pedestrian-oriented destination, and protects public parking options.

Staff Analysis: The redlined modifications proposed by the Coastal Commission elaborate on the criteria for substantially maintaining the green edge along the bluff behind the future village hotel and identify more specifically the required viewpoints. No significant impacts on a future project are anticipated from these modifications.

FISCAL IMPACT: There is not fiscal impact associated with the Coastal Commission Certification of the LCP.

ATTACHMENTS:

1. Letter from Coastal Commission
2. Mayor's letter to Coastal Commission
3. Zoning Code Certification Process Flowchart

Report Prepared By: Katie Herlihy
Community Development Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

3/19/2021

COMMISSION

CENTRAL COAST DISTRICT
 725 FRONT STREET, SUITE 300
 SANTA CRUZ, CA 95060
 PHONE: (831) 427-4863
 FAX: (831) 427-4877
 WEB: WWW.COASTAL.CA.GOV



March 12, 2021

Sent Electronically

Katie Herlihy
 Community Development Director
 City of Capitola
 420 Capitola Avenue
 Capitola, CA 95010
kherlihy@ci.capitola.ca.us

Subject: **Capitola Land Use Plan Map and Zoning Code Update - Suggested Modifications**

Dear Ms. Herlihy:

Thank you for your extensive coordination throughout this Land Use Plan (LUP) Map and Zoning Code Update process. We greatly appreciate the efforts made by you and your team to address Commission staff's concerns and recommendations. Although we are largely in agreement with the LUP Map and the Zoning Code Update as submitted by the City, Commission staff is recommending a handful of modifications to bring the proposed LUP Map, the Zoning Map, and specific Zoning Code Sections into conformance with the Coastal Act and the certified LUP, particularly related to the protection of overnight visitor-serving accommodations and the protection of visual resources with respect to the redevelopment of the former Capitola Theater site. The suggested modifications that have been identified thus far are summarized below, with suggested modifications in Zoning Code text shown in strike-through and underline. The staff report for this item will tentatively be published on Friday, March 26, 2021 and will include the suggested modifications and the Coastal Act/LUP analysis supporting these suggested modifications.

- 1. Modify the Proposed Land Use Plan Map Designations of the Monarch Cove Inn and the Inn at Depot Hill:** from the R-1 (Single-Family Residential) land use designation with a VS (Visitor-Serving) overlay to the VA (Visitor Accommodation) land use designation; retain the VS overlay on each of these properties.
- 2. Modify the Proposed Zoning Map Designations of the Monarch Cove Inn and the Inn at Depot Hill and clarify this change in Proposed Zoning Code Sections 17.28.010(B)(3) and (5):** Eliminate the proposed R-1 (Single-Family Residential) Zoning Designation for these two properties from the proposed Zoning Map; apply the VS overlay to these properties on the Zoning Map. The

VS designation will act as both the underlying zoning designation and the overlay Capitola LUP Map and Zoning Code Update – Suggested Modifications

district for these properties (VS-MC for Monarch Cove Inn and VS-G for the Inn at Depot Hill).

17.28.010(B):

3. Visitor Serving - Monarch Cove Inn (VS-MC). Applies to the Monarch Cove Inn site (APN 036-143-31 & 036-142-27) and the portion of parcel 036-142-28 that is located between the two Monarch Cove Inn parcels. The VS zoning designation on the Monarch Cove Inn site acts as both the base zoning district and an overlay district (i.e., the permitted land uses identified in Table 17.28-1 are the only permitted land uses allowable on the site and the applicable land use regulations and development standards are limited to those identified in Chapter 17.28).

5. Visitor-Serving - General (VS-G). Applies to all other parcels with a Visitor Serving overlay designation. The VS zoning designation on the Inn at Depot Hill site acts as both the base zoning district and an overlay district (i.e., the permitted land uses identified in Table 17.28-1 are the only permitted land uses allowable on the site and the applicable land use regulations and development standards are limited to those identified in Chapter 17.28).

- Remove “Single-Family Dwelling” as a Conditional Use on the Monarch Cove Inn site and clarify that residential uses are prohibited on the former Capitola Theater Site. For the Monarch Cove Inn, the current owners would be eligible to reside on the property for the duration of their ownership under the existing (and proposed to be retained) caretaker unit, which is a conditional use on the property. The Monarch Cove Inn modifications are below in Table 17.28-1 (which include striking references to footnotes #3 and #12 of the table, the effect of which will disallow single-family dwellings at the site, not including the caretaker unit). The modifications for the Capitola Theater Site are located in Tables 17.28-1 and 17.20-1 (these modifications include new language for footnote #12 in Table 17.28-1 and for footnote #6 in Table 17.20-1, which will have the effect of prohibiting single- and multi-family dwellings on the former theater site):

TABLE 17.28-1: PERMITTED LAND USES IN THE VISITOR SERVING OVERLAY ZONE

Key P Permitted Use M Minor Use Permit required C Conditional Use Permit required – Use not allowed	VS Subzones					Additional Regulations
	VS-G	VS-R	VS-SB	VS-MC	VS-ES	
Residential Uses						
Employee Housing	C [1]	-	-	-	-	

Multi-Family Dwellings	C [2][12]	-	-	-	C [2]	
One Caretaker Unit for On-Site Security	C	C	C	C	C	

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Capitola LUP Map and Zoning Code Update – Suggested Modifications

Single-Family Dwellings	C [3][12]	-	-	C [3][12] -	C [3]	
Public and Quasi-Public Uses						
Community Assembly	C	C	-	-	-	
Cultural Institutions	C	C	-	-	-	
Day Care Centers	C	-	-	-	-	
Habitat Restoration and Habitat Interpretive facilities	C	C	C	C	-	
Parks and Recreational Facilities	C	C	-	-	-	
Public Parking Lots	C	C	-	-	-	
Public Paths and Coastal Accessways	C	C	C	C	C	
Public Safety Facilities	C	-	-	-	-	
Public Wharfs	C	-	-	-	-	
Schools, Public or Private	-	-	-	-	-	
Commercial Uses						
Business Establishments that Provide Commercial Places of Amusement or Recreation, Live Entertainment, or Service of Alcoholic Beverage	C [4]	C [4]	C	-	-	
Business Establishments that Sell or Dispense Alcoholic Beverages for On Site Consumption	C	C	C	C	-	
Restaurants						
Full Service	C [5]	C [5]	C [5]	-	-	
Lodging						
Hotels, Inns, Bed and Breakfast, and Hostels	C	C	-	C	C	

Attachment: Letter from Coastal Commission (Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update))

Campgrounds [6]	C	-	-	-	-	
Recreational Vehicle Parks	C	-	-	-	-	
Vacation Rentals	-	-	-	C	-	
Utilities, Major	C	C	C	C	C	
Utilities, Minor	P	P	P	P	P	
Wireless Communications Facilities	See Chapter 17.104					
Other Uses						
Access Roadways	C	C	C	C	C	
Accessory Structures and Uses, New	C [7]	C	C	C	C	
Accessory Structures and Uses Established Prior to Primary Use or Structure	C	C	-	C	-	
Change of Visitor Serving Commercial Uses within a Structure	C [8]	-	-	-	-	
Food Service Accessory to a Lodging Use [9]	C	C	-	C	C	
Home Occupations	C	-	-	-	-	Section 17.96.040

Page 3

Capitola LUP Map and Zoning Code Update – Suggested Modifications

Expansion of a Legal Nonconforming Use within an Existing Structure	C	-	-	-	-	
Legal Nonconforming Use Changed to a Use of a Similar or More Restricted Nature	C	-	-	-	-	
Live Entertainment	C	C	C	-	-	
Offices Accessory to Visitor Serving Use	C	C	C	C	-	
Parking Areas to Serve the Primary Use	C	C	C	C	C	
Retail Accessory to a Visitor Serving Use	C	C	-	C	-	
Temporary Assemblages of People, such as Festivals, Fairs, and	C [10]	C [10]	C [10]	C [11]	-	

Community Events						
Weddings	C	C	C	C	-	

Notes:

- [1] Permitted only as an accessory use.
 [2] Multi-family dwellings shall comply with development standards in the Multi-Family Residential, Medium Density (RM-M) zoning district.
 [3] Single-family dwellings shall comply with development standards in the Single-Family Residential (R-1) zoning district. [4] May not be located within 200 feet of the boundary of a residential zoning district.
 [5] Drive up and car service is not allowed.
 [6] May include moderate intensity recreational uses, including tent platforms, cabins, parks, stables, bicycle paths, restrooms, and interpretive facilities.
 [7] Intensification of the primary use is not allowed.
 [8] The new use may not change the nature or intensity of the commercial use of the structure.
 [9] Permitted only to serve guests of the lodging use.
 [10] Events may not exceed 10 days and may not involve construction of permanent facilities.
 [11] Limited to a single two-day or less event per year.
 [12] ~~Allowed in conjunction with overnight accommodation use (at least one on property) or grant of public access to a viewpoint. Prohibited on the former Capitola Theater Site (APNs 035-262-04, 035-262-02, 035-262-11, and 035-261-10).~~

TABLE 17.20-1: PERMITTED LAND USES IN THE MIXED USE ZONING DISTRICTS

Key P Permitted Use A Administrative Permit required M Minor Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District		Additional Regulations
	MU-V	MU-N	
Residential Uses			Section 17.20.020.B, C & E
Duplex Homes	-/P [1]	P	
Elderly and Long-Term Care	C [2][6]	C	
Group Housing	C [2][6]	C	
Multi-Family Dwellings	-/P [1]	C	
Residential Care Facilities, Small and Large	See Section 17.20.020.F [6]		
Residential Care Facilities, Large	C [2][6]	C	Section 17.96.080
Residential Mixed Use	See Section 17.20.020.D & E [6]	C	
Accessory Dwelling Units	-	A/C	Chapter 17.74

Key P Permitted Use A Administrative Permit required M Minor Use Permit required C Conditional Use Permit required - Use not allowed	Zoning District		Additional Regulations
	MU-V	MU-N	
Single-Family Dwellings	-/P [1]	P	
Public and Quasi-Public Uses			
Community Assembly	C	C	
Cultural Institutions	C	C	
Day Care Centers	M	M	
Government Offices	P/C [4]	M [5]	
Home Day Care, Large	M	M	Section 17.96.070
Home Day Care, Small	P	P	
Medical Offices and Clinics	-	M [5]	
Parks and Recreational Facilities	C	C	
Public Pathways and Coastal Accessways	C	C	
Public Safety Facilities	C	C	
Schools, Public or Private	-	C	
Commercial Uses Section 17.20.020.E			
Alcoholic Beverage Sales	C	C	
Banks and Financial Institutions	C	P/C [3] [5]	
Commercial Entertainment and Recreation	C	C	
Eating and Drinking Places			
Bars and Lounges	C	C	
Restaurants and Cafes	C	C	
Take-Out Food and Beverage	M	M	
Gas and Service Stations	-	-	
Lodging			
Bed and Breakfast	C	C	

Hotels and Motels	C	C	
Personal Services	P	P/C [3] [5]	
Professional Offices	P/C [4]	M [5]	
Retail	P	P/C [3] [5]	
Vacation Rental	See Chapter 17.40.030		
Transportation, Communication, and Utility Uses			
Utilities, Major	C	C	
Utilities, Minor	P	P	
Wireless Communications Facilities	See Chapter 17.104		
Other Uses			

Page 5
Capitola LUP Map and Zoning Code Update – Suggested Modifications

Key P Permitted Use A Administrative Permit required M Minor Use Permit required C Conditional Use Permit required – Use not allowed	Zoning District		Additional Regulations
	MU-V	MU-N	
	See Chapter 17.52		Chapter 17.52
Accessory Uses and Structures	See Chapter 17.52		Chapter 17.52
Home Occupations	A	A	Section 17.96.040
Permanent Outdoor Display (Accessory Use)	-	C	Section 17.96.100
Temporary Uses and Structures	See Section 17.96.180		
Urban Agriculture			
Home Gardens	P	P	
Community Gardens	M	M	
Urban Farms	C	C	

Notes:

[1] Allowed only in the Village Residential (-VR) overlay zone. Exclusively residential uses are not allowed outside of the -VR overlay zone.

[2] Allowed only on the second or third story of a mixed-use development outside of the -VR overlay zone. Allowed on any story in the -VR overlay zone.

[3] Larger than 3,000 sq. ft. requires a Conditional Use Permit.

[4] Second floor uses permitted by-right. Ground floor uses require a Conditional Use Permit. Prohibited third floor and above. [5] Conditional Use Permit required for parcels fronting Capitola Road.

[6] Prohibited on the former Capitola Theater Site (APNs 035-262-04, 035-262-02, 035-262-11, and 035-261-10).

4. Modify Proposed IP Sections 17.28.020(B)(2) and 17.88.080(G) as follows to ensure consistency with the LUP's visual resource protection policies:

IP Section 17.28.020(B)(2):

Village Hotel. The City may grant the following incentives to a proposed hotel on the former Capitola Theater site (APN 035-262-04, 035-262-02, 035-262-11, 035-261-10):

1. An increase in the maximum permitted floor area ratio (FAR) to 3.0.
 2. An increase to the maximum permitted building height provided that:
 - a. The maximum height of the hotel (including all rooftop architectural elements such as chimneys, cupolas, etc., and all mechanical appurtenances such as elevator shafts, HVAC units, etc.) remains below the elevation of the bluff behind the hotel; and
 - b. The bluff behind the hotel remains visible as a green edge (i.e. the upper bluff (i.e., below the blufftop edge) and upper bluff vegetation shall remain substantially visible across the length of the project site) when viewed from the southern parking lot area along the bluff
- Page 6
Capitola LUP Map and Zoning Code Update – Suggested Modifications
- c. Existing mature trees shall be maintained on the site, except that trees that are unhealthy or unsafe may be removed; and
 - d. The rooftop shall be aesthetically pleasing and shall not significantly adversely affect public views from Cliff Avenue on Depot Hill. In addition to modifications to avoid structural incursions into this view, this can be accomplished through design features on top of the roof as well (e.g., use of a living roof, roof colors and materials that reduce its visual impacts, etc.). Rooftop appurtenances (e.g., elevator shafts, HVAC units, vents, solar panels, etc.) shall be screened from public view and integrated into/within the above-referenced rooftop design features to the greatest extent feasible.

IP Section 17.88.080(G):

G. Village Hotel. In addition to the findings in Subsection A above, the City Council may approve the requested incentives for a proposed hotel on the former Capitola Theater site only if the following findings can be made:

1. The design of the hotel respects the scale and character of neighboring structures and enhances Capitola's unique sense of place.
2. The hotel will contribute to the economic vitality of the Village and support an active, attractive, and engaging pedestrian environment.
3. ~~The~~ Hotel siting and design will: (a) ~~minimizes~~ minimizes impacts to public views, including views of the beach and Village from vantage points outside of the Village, and in particular as seen from Cliff Avenue on Depot Hill the top of the bluff behind the hotel; and (b) ~~does not~~ does not adversely impact any significant public views of the coastline as identified in the LCP's Land Use Plan.
4. Parking for the hotel is provided in a way that minimizes vehicle traffic in the Village, strengthens the Village as a pedestrian oriented destination, and protects public parking options.

Please do not hesitate to reach out with any questions, and thank you again for all of your coordination and effort throughout this process.

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Capitola LUP Map and Zoning Code Update – Suggested Modifications

Sincerely,

Rainey Graeven
Coastal Planner
Central Coast District
California Coastal Commission



City of Capitola
 420 Capitola Avenue, Capitola, CA 95010
 Web: www.cityofcapitola.org | Tel: (831) 475-7300
Yvette Brooks, Mayor

March 26, 2021

California Coastal Commission, Central Coast District
 Attn: Rainey Graeven, Coastal Planner
 725 Front Street, Suite 300
 Santa Cruz, CA 95060

RE: Capitola Land Use Plan Map and Zoning Code Update - Suggested Modifications

Dear California Coastal Commission,

First, on behalf of the City of Capitola I would like to commend your staff at the Central Coast District Office in Santa Cruz. In 2014, the City of Capitola began the great endeavor of updating our entire zoning code to make it more comprehensive, resolve internally consistencies and to make the document more user friendly. The staff at the Central Coast office provided support throughout the update, with three rounds of comments on the entire document and too many meetings to list. In our six plus years of coordination, it has been an absolute pleasure working with District Manager Craig and Coastal Planner Graeven to find common ground in our efforts to protect coastal resources.

The City is in receipt of a March 12, 2021, letter from Coastal Planner Graeven outlining four staff-recommended modifications to the City's submittal for LCP certification that will be considered by your Board. **As a City Council that has spent six years updating our zoning code, we would like to provide additional background for your review in hopes that you approve the City's LCP amendment as submitted.**

Change #1: Modify the Proposed Land Use Plan Map Designations of the Monarch Cove Inn and the Inn at Depot Hill: from the R-1 (Single-Family Residential) land use designation with a VS (Visitor-Serving) overlay to the VA (Visitor Accommodation) land use designation; retain the VS overlay on each of these properties.

The Monarch Cove Inn is located in the Depot Hill neighborhood and includes a nine-room bed and breakfast and two separate cottages. The Inn has been owned by the Blodgett family since 1960 and operated as a bed and breakfast since 1990. In 2005, the Coastal Commission converted the land use designation and zoning of the site from Visitor Serving- Automatic Review- Single-Family (VS/AR/R-1) to solely Visitor Serving during the review of a subdivision on an adjacent property. This conversion requires the family property to remain a visitor serving use in perpetuity.

Mr. Blodgett is now ready to retire in the main home and would like to ability to pass down the two cottages under separate ownership to his children. The City supports Mr. Blodgett's request after 31 years of providing visitor serving use on the family property.

In regards to the Inn at Depot Hill site, the City designated the base zone as R-1 (single-family residential) due to the surrounding properties being R-1. This Coastal Commission staff-

Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)
March 25, 2021

proposed change is not substantial, and the City does not object to this proposed change.

Change #2: Modify the Proposed Zoning Map Designations of the Monarch Cove Inn and the Inn at Depot Hill and clarify this change in Proposed Zoning Code Sections 17.28.010(B)(3) and (5): Eliminate the proposed R-1 (Single-Family Residential) Zoning Designation for these two properties from the proposed Zoning Map; apply the VS overlay to these properties on the Zoning Map. The VS designation will act as both the underlying zoning designation and the overlay district for these properties (VS-MC for Monarch Cove Inn and VS-G for the Inn at Depot Hill).

See comments under #1.

Change 3: Remove “Single-Family Dwelling” as a Conditional Use on the Monarch Cove Inn site and clarify that residential uses are prohibited on the former Capitola Theater Site. For the Monarch Cove Inn, the current owners would be eligible to reside on the property for the duration of their ownership under the existing (and proposed to be retained) caretaker unit, which is a conditional use on the property. The Monarch Cove Inn modifications are below in Table 17.28-1 (which include striking references to footnotes #3 and #12 of the table, the effect of which will disallow single-family dwellings at the site, not including the caretaker unit). The modifications for the Capitola Theater Site are located in Tables 17.28-1 and 17.20-1 (these modifications include new language for footnote #12 in Table 17.28-1 and for footnote #6 in Table 17.20-1, which will have the effect of prohibiting single- and multi-family dwellings on the former theater site):

In regards to the Monarch Cove Inn, it is important to understand the challenges of a visitors serving use located within a single-family neighborhood. The Monarch Cove Inn is located in Capitola’s cherished Depot Hill neighborhood. The neighborhood sits above the Capitola Village on a bluff. Depot Hill is almost entirely a single-family neighborhood with two multi-family apartments on the periphery. There is one entrance in and out of the neighborhood accessed from Monterey Avenue. The Monarch Cove Inn is located at the furthest point from that access, so all guests must drive through the neighborhood to reach the Inn. The Inn has a use permit which allows weddings and events of up to 50 guests under an on-site parking agreement, with an allowance of up to 82 guests on Friday through Sundays using a shuttle service from offsite parking lots. Over the years, the Inn and special events have been a point of contention in the neighborhood, due to traffic impacts and noise.

In 2012, the Monarch Cove Inn applied for an expansion to modify the site to a hotel with 41 rooms. During the environmental impact review (EIR), the owners withdrew the application because of the outcry by neighbors over impacts related to the visitor serving use. Allowing the property to return to the original single-family residential land use was supported by many Depot Hill residence during the zoning code update public hearings.

The former Capitola Theater Site is located in the Capitola Village within one hundred yards of the Capitola beach. It is a large parcel currently utilized as a private parking lot. In 2014, during the General Plan Update, our city leaders put endless hours into brainstorming future development of the former Capitola Theater site. Ultimately, the City established policies within the General Plan to support incentives for the owner to develop a hotel on the site. During the zoning code update, the new incentives of additional floor area and height were incorporated into the code for a hotel. The City intended to utilize a carrot rather than a stick approach. We

Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code Update)
March 25, 2021

worked closely with the property owner through the visioning process and while drafting the General Plan and Zoning Code to ensure the vision could be realized through the incentives proposed.

The Coastal Commission staff recommendation is to prohibit residential use on the site. This modification would remove the property owners right to develop the lot under the current zoning, with residential above first story commercial. We respectfully request you reconsider this modification as our community leaders dedicated many meetings arriving at an incentivized approach to hotel development on the site.

Change 4: 4. Modify Proposed IP Sections 17.28.020(B)(2) and 17.88.080(G) as follows to ensure consistency with the LUP's visual resource protection policies:

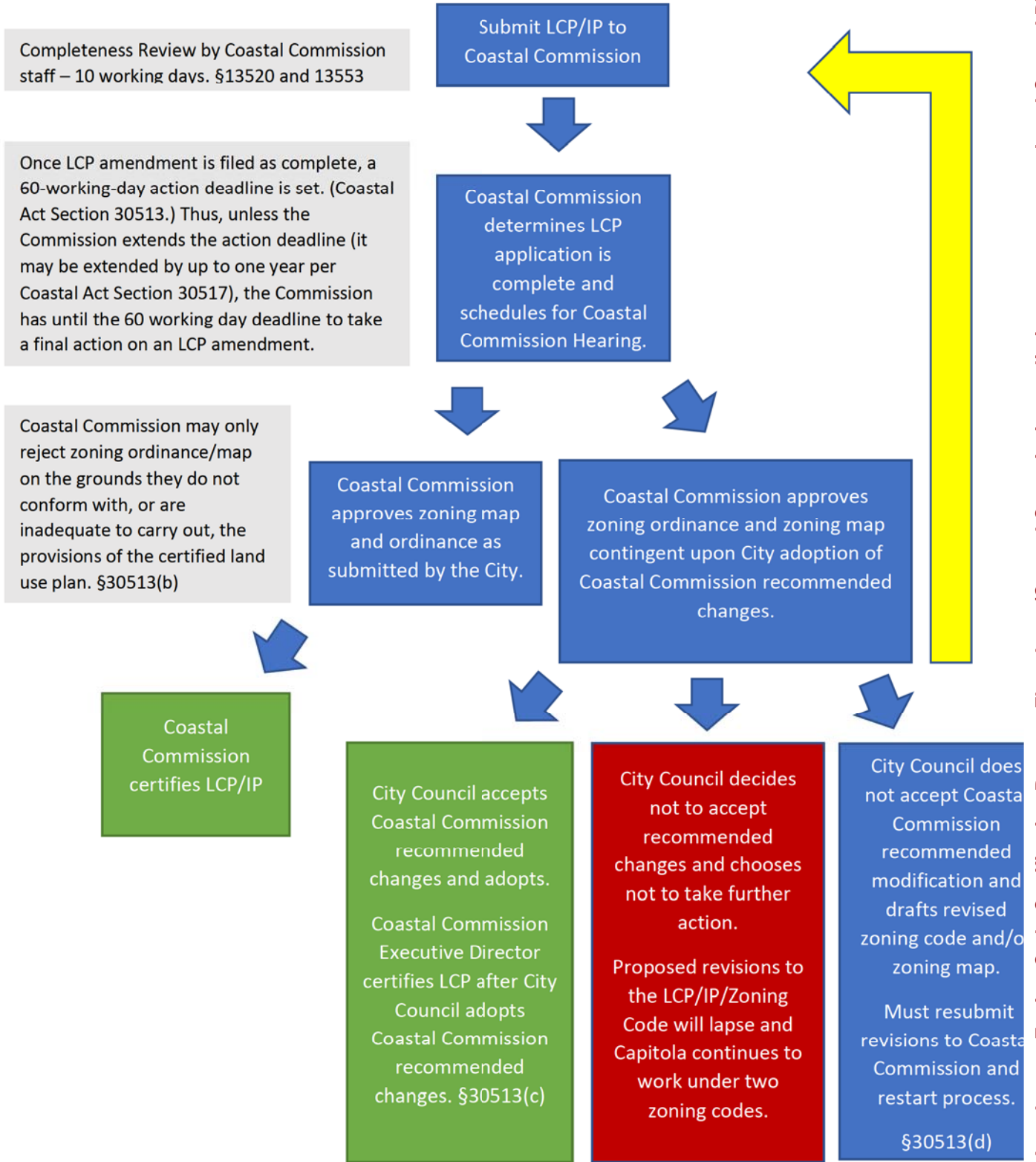
This Coastal Commission staff-proposed change is not substantial, and the City does not object to this proposed change.

In closing, I hope you consider our request to approve the City's LCP amendment as submitted. We share in the Coastal Commissions mission to protect coastal resources and accessibility and believe our LCP submittal achieves this shared responsibility.

Thank you for your consideration,

Yvette Brooks
Mayor of Capitola

Coastal Commission Zoning Code (LCP-IP) Certification Process



Attachment: Zoning Code Certification Process Flowchart (Coastal Commission preliminary comments on Local Coastal Plan (Zoning Code



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MARCH 25, 2021

FROM: Public Works Department

SUBJECT: Consider a Cooperative Agreement with the Santa Cruz County Regional Transportation Commission Concerning the Regional Monterey Bay Sanctuary Trail

RECOMMENDED ACTION: Approve an agreement with the Santa Cruz County Regional Transportation Commission for work on the Santa Cruz Branch Rail Line for construction of a pedestrian pathway along the rail line connecting the Upper Beach and Village Parking Lot and Monterey Ave.

BACKGROUND: In 2014 the Santa Cruz County Regional Transportation Commission (RTC) granted \$200,000 to the City for construction of a pedestrian pathway from the upper Beach and Village Parking Lot to the rail line property with a connection to Monterey Avenue. The project scope is intended to provide an improved pedestrian pathway from the parking lot to Monterey Avenue and a tie-in to the proposed rail trail along the Santa Cruz Rail Line. In 2015 the City added the project to the Capital Improvement Program and appropriated an additional \$50,000 to the project.

Several project design alternatives were developed in 2015 and shared with project stakeholders. In 2017, the RTC and their rail operator approved a preferred design alternative, and a permit was issued by the California Public Utilities Commission which approved the rail crossing design. A copy of the approved design is included in Attachment 1.

DISCUSSION: The final design and construction of the project has been delayed as the RTC and local jurisdictions have worked through several issues concerning the construction of facilities on the rail corridor. The primary issue is the possible presence of hazardous materials along the rail property, so in response the City proposed an environmental study of the project site, which was acceptable to all parties. Authorization to proceed with the study was paused, as the attached cooperative agreement (Attachment 2) was prepared. This agreement has already been adopted by the City of Santa Cruz, the County of Santa Cruz, and the City of Watsonville. Under this agreement the City of Capitola will be the lead agency for all work related to the project, with oversight from the RTC. The RTC is responsible for the remediation of any material that must be removed and disposed of independent of the project. Hazardous material that must be remediated due to the construction of the project are the responsibility of the City.

With approval of this agreement, an environmental soil assessment will proceed along with geotechnical investigations necessary for the design of retaining walls along the pathway. Once the work is completed, the project costs will be reviewed to include any cleanup work. Staff

Rail trail agreement with RTC
March 25, 2021

anticipates that additional funding will be required and intends to work with the RTC and other funding sources to close the anticipated funding gap.

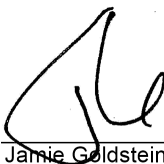
FISCAL IMPACTS: To date \$30,500 has been spent on the design and permitting. The soils investigation will cost \$18,000 and geotechnical design will cost \$12,100.

ATTACHMENTS:

1. Trail Plan
2. SCCRTC Trail agreement - Final

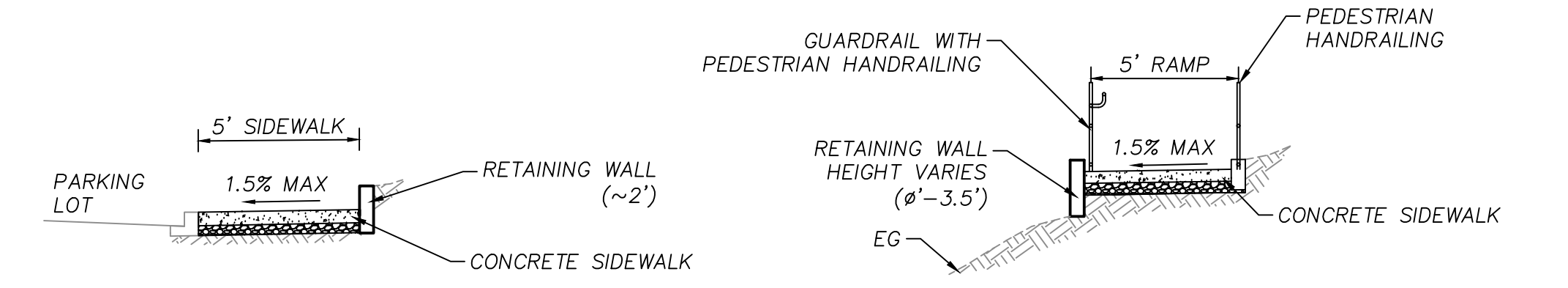
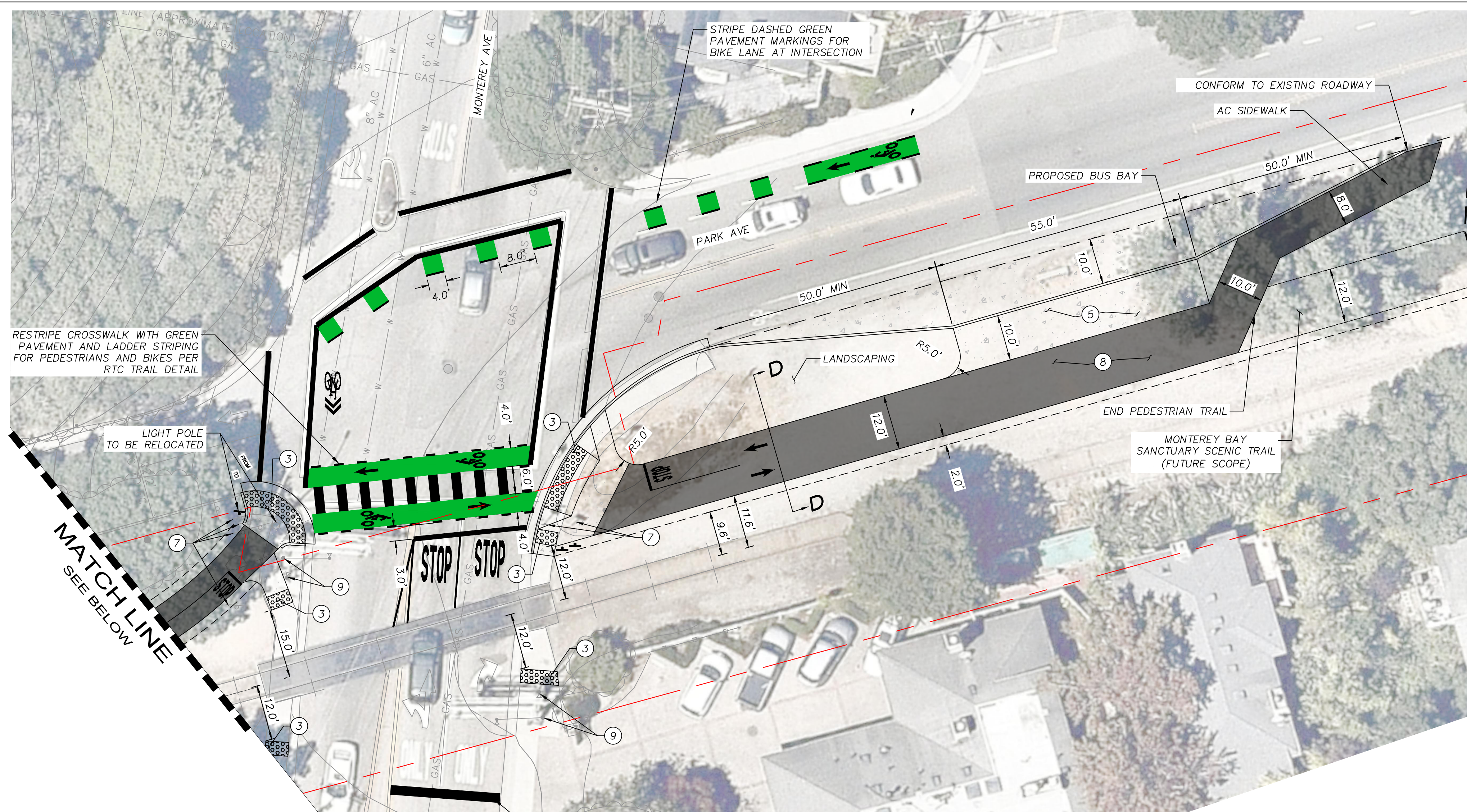
Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:



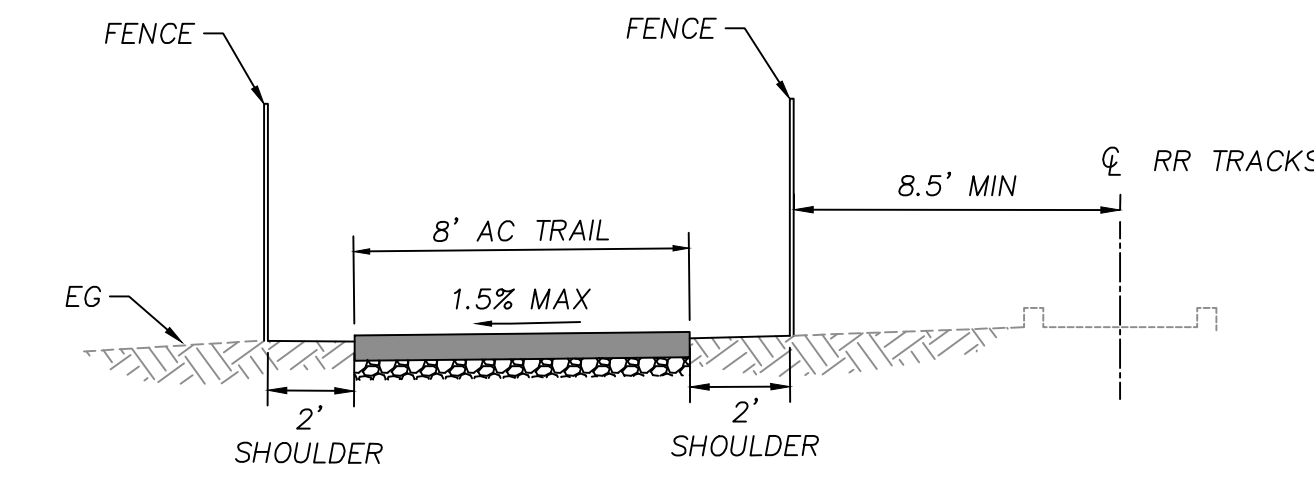
Jamie Goldstein, City Manager

3/18/2021



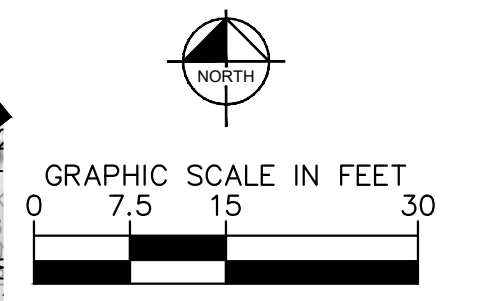
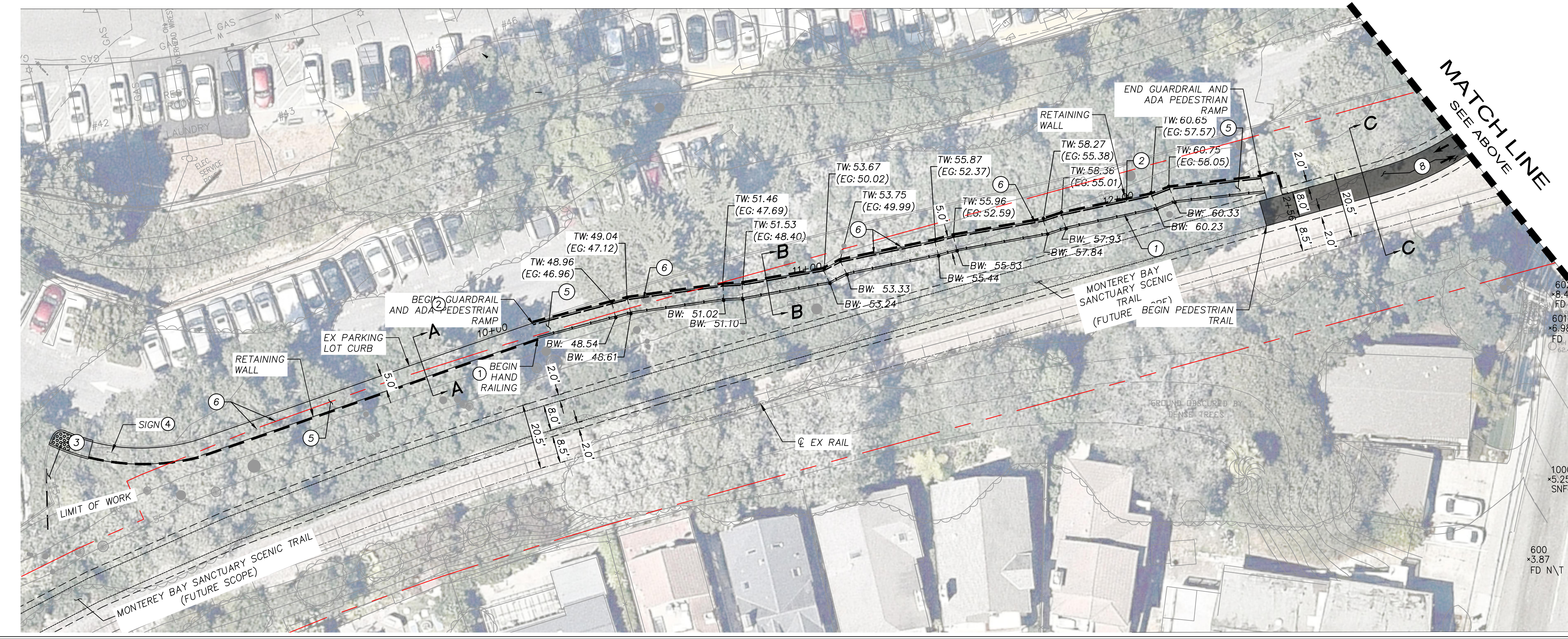
(A) TYPICAL SECTION
NOT TO SCALE

(B) TYPICAL SECTION
NOT TO SCALE



(C) TYPICAL SECTION
NOT TO SCALE

(D) TYPICAL SECTION
NOT TO SCALE



LEGEND

- AC PEDESTRIAN TRAIL
- CONCRETE PAVEMENT
- DETECTABLE WARNING SURFACE
- PEDESTRIAN HANDRAILING
- GUARDRAIL WITH PEDESTRIAN HANDRAILING
- RETAINING WALL
- EXISTING RAILROAD RIGHT OF WAY (PRELIMINARY)

CONSTRUCTION NOTES:

1. INSTALL PEDESTRIAN HANDRAILING TO MEET CALIFORNIA BUILDING CODE 2013 REQUIREMENTS.
2. INSTALL GUARDRAIL WITH PEDESTRIAN HANDRAILING TO MEET CALIFORNIA BUILDING CODE 2013 REQUIREMENTS.
3. DETECTABLE WARNING SURFACE PER CALTRANS 2015 STANDARD PLAN A88A
4. PROTECT IN PLACE
5. CONCRETE SIDEWALK
6. TREE TO BE REMOVED
7. SIGN TO BE RELOCATED
8. AC PAVEMENT (3" AC OVER 4" AB ASSUMED)
8. EXISTING RAILROAD SIGNAL AND CROSSING POLE TO REMAIN

GENERAL NOTES:

1. CONTRACTOR TO VERIFY EXISTING CONDITIONS AND CONSTRUCT TO PROPOSED CONDITIONS
2. TREE LOCATIONS AND REMOVALS TO BE CONFIRMED IN THE FIELD
3. PATH AT B-B MAY BE ADJUSTED TO AVOID REMOVAL OF MATURE TREES
4. A DYNAMIC ENVELOPE OF 6 FEET WAS ASSUMED PER THE CA MUTCD. THIS IS THE CLEARANCE REQUIRED FOR RAIL TRANSIT OR A TRAIN AND ITS CARGO OVERHANG DUE TO ANY COMBINATION OF LOADING, LATERAL MOTION, OR SUSPENSION FAILURE. A 8.5' MINIMUM CLEARANCE BETWEEN THE PEDESTRIAN TRAIL SHOULDER AND RAIL C IS REQUIRED PER THE SCRTC TRAIL STANDARDS.

Nov. 05, 2020 - 8:59am K:\SAC_IP\City of Capitola\097763109 - Capitola Rail Trail\07 CAD\Exhibit\097763109 - Preferred Concept-20170816.dwg
 Date: 11/05/2020 8:59 AM
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Attachment: Trail Plan (Rail trail agreement with RTC)

REGIONAL MONTEREY BAY SANCTUARY SCENIC TRAIL
CAPITOLA TRAIL
(UPPER PACIFIC COVE PARKING LOT PEDESTRIAN TRAIL)
COOPERATIVE AGREEMENT

Agreement # _____

This AGREEMENT, effective on _____, (EFFECTIVE DATE) is between the Santa Cruz County Regional Transportation Commission, referred to as RTC, and the City of Capitola, a political subdivision of the State of California, referred to as CITY. RTC and CITY may be referred to herein as PARTY or PARTIES collectively.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for work on the Santa Cruz Branch Rail Line, hereinafter RAIL LINE. The RAIL LINE is the 32-mile railroad corridor that runs from Davenport to the north to Watsonville in the south through Santa Cruz County.
2. For the purpose of this AGREEMENT, the project described in the Project Description, Exhibit A to this AGREEMENT, will be referred to hereinafter as PROJECT. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.
3. RTC purchased from Union Pacific Railroad and now owns RAIL LINE, and intends to utilize it for preservation, continuation of freight and recreational rail service, implementation of additional recreational rail service, potential future passenger rail service and construction of a bicycle and pedestrian trail.
4. RTC secured the services of St. Paul & Pacific Railroad, LLC (RAILWAY) for the purposes of maintaining and providing recreational and freight rail services on an easement located 10 feet from the centerline of any track on the RAIL LINE, and entered into an Administration, Coordination and License Agreement (ACL) with RAILWAY on July 16, 2018. The ACL is incorporated herein by this reference.
5. All references to the ACL herein shall refer to the most current ACL and amendments available at the time of the design and approval of the PROJECT.

6. RTC developed and adopted the Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan, as revised on February 6, 2014, and certified the MBSST Network Master Plan Final Environmental Impact Report (EIR) on November 7, 2013, which includes construction of a multi-use trail along the RAIL LINE and is incorporated herein by this reference; the MBSST Network Master Plan identifies design standards and guidelines for the multi-use trail.
7. All references to the MBSST Network Master Plan herein shall refer to the most current MBSST Network Master Plan and amendments available at the time of the design and approval of the PROJECT.
8. RTC has entered into a Remedial Action Agreement (RAA) for the RAIL LINE with the County of Santa Cruz Environmental Health Division (CSCEHD) which assigns CSCEHD the role of regulatory oversight agency for characterization and potential remedial action under Sections 101480 through 101490 of the California Health and Safety Code. The RAA, dated June 13, 2017, is incorporated herein by reference.
9. All obligations and responsibilities assigned in this AGREEMENT relating to the following PROJECT COMPONENT[S] will be referred to hereinafter as WORK. The PROJECT COMPONENTS are described further in Paragraph 18 of this AGREEMENT.
 - PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)
 - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
 - RIGHT-OF-WAY

Each PROJECT COMPONENT is defined in the California Department of Transportation (CALTRANS) Workplan Standards Guide Version 12.5, dated March 2020, as a distinct group of activities/products in the project planning and development process. The Workplan Standards Guide (“Guide”) shall be used as a guide for the activities contemplated under this AGREEMENT. RTC may, in its sole discretion, waive the completion of certain activities listed in the Guide when PROJECT circumstances warrant it.

10. The following work associated with this PROJECT has been completed or is in progress:
 - 90% plan design of the multi-use trail; and
 - The California Public Utilities Commission issued General Order 88-B, Authorization to Alter Highway-Rail Crossing at Monterey Avenue, on October 19, 2017, which allows for improvements to the pedestrian crossing on Monterey Avenue.
11. In this AGREEMENT capitalized words indicate defined terms, initialisms, or acronyms.

RESPONSIBILITIES

12. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

Project Description

13. PARTIES agree that for the purpose of this AGREEMENT, the details of the PROJECT are documented in the Project Description, Exhibit A to this AGREEMENT.
14. PARTIES will amend this AGREEMENT by updating and replacing the Project Description, in its entirety, each time any details of the Project Description change. Project Description replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Project Description supersedes any previous Project Description created for this AGREEMENT. The City Manager shall serve as the legally authorized representative for the CITY.

Sponsor

15. The SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.
16. PROJECT changes shall be approved by RTC as the owner/operator of the RAIL LINE right-of way.
17. CITY is SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

18. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
- CITY is the Project Approval and Environmental Document (PA&ED) IMPLEMENTING AGENCY. PA&ED includes the completion of the Final Environmental Document (documenting the project alternative selection).
 - CITY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY. PS&E includes the development of the plans, specifications, and estimate, including those needed for off-site environmental mitigation; and obtaining any resource agency permits.

- CITY is the RIGHT OF WAY IMPLEMENTING AGENCY. RIGHT-OF-WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the preparation of utility agreements and notice(s) to owners to relocate; the acquisition of right-of-way interests, including those needed for off-site environmental mitigation; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT-OF-WAY component budget identifies the cost of the capital costs of right-of-way acquisition, which includes the PROJECT cost of utility relocations and off-site environmental mitigation (RIGHT-OF-WAY Capital) and the cost of the staff work in support of the capital cost (RIGHT-OF-WAY Support)
19. Any PARTY responsible for completing WORK will invite the other PARTY to participate in the selection of any consultant proposed to perform WORK on the PROJECT. RTC reserves explicit authority to administratively approve or reject proposed consultants.
 20. Any PARTY employing consultants, contractors and subcontractors to perform WORK shall require consultants, contractors and subcontractors to defend and indemnify the other PARTY, RAILWAY, and each of their respective officials, officers, employees and agents, from any claims demands and liability arising from such work to the fullest extent allowed by applicable law.
 21. Any PARTY employing engineering firms to prepare plans, specifications, and estimates will ensure that the firms will not be employed by or under a contract for the construction of the PROJECT. However, an engineering firm may be retained during construction to check shop drawings, do soil foundation tests, test construction materials and perform construction surveys.
 22. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK related problems and changes for the entire duration of the PROJECT, including WORK that may occur during the construction component of the PROJECT.

RTC's Oversight

23. RTC will provide oversight to ensure that CITY'S WORK is in accordance with applicable standards, including but not limited to those articulated in the MBSST Network Master Plan. RTC oversight does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK. RTC's review and approval of the WORK as consistent with applicable standards shall not waive any claims or exonerate any contractor or subcontractor from liability for any defects in completion of any WORK component or in the design thereof whether patent or latent.
24. When RTC performs oversight, it does so for its own benefit. No one can assign liability to RTC due to its oversight.
25. RTC, as the owner/operator of the RAIL LINE right-of-way, will approve WORK outputs in accordance with RTC's policies and guidance and as indicated in this AGREEMENT. If RTC agreements, policies, or guidance that pertain to the WORK are updated or amended while this AGREEMENT is effective, RTC shall provide current policy or guidance document to CITY.
26. CITY will provide WORK related products and supporting documentation upon RTC's request for the purpose of RTC oversight.

CEQA/NEPA Lead Agency

27. CITY is the California Environmental Quality Act (CEQA) Lead Agency for the PROJECT.
28. PARTIES have agreed not to seek a NEPA document. If this decision is changed, PARTIES agree to amend this AGREEMENT.

Environmental Permits, Approvals and Agreements

29. PARTIES will comply with the commitments and conditions set forth in the environmental documents, required environmental permits, approvals, and any other applicable agreement as those commitments and conditions apply to each PARTY's responsibilities in this AGREEMENT.
30. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK, including coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

Project Approval and Environmental Document (PA&ED)

- 31. As the PA&ED IMPLEMENTING AGENCY, CITY is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 32. RTC will be responsible for completing the following PA&ED activities:

PA&ED Activity	AGREEMENT Funded Cost
RTC Oversight	No

- 33. CITY will notify RTC and CSCEHD: (i) of any planned activity within the RAIL LINE that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PA&ED.
- 34. The PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

California Environmental Quality Act (CEQA)

- 35. Environmental documentation will be prepared in compliance with all applicable provisions of California Public Resources Code §21000 et seq.
- 36. In consultation with RTC, the CITY will determine the type of CEQA documentation required for the PROJECT. The CITY will cause that documentation to be prepared in accordance with CEQA requirements.
- 37. The CITY will prepare the documentation to meet CEQA requirements and follow the CITY’s standards that apply to the CEQA process.
- 38. CITY will submit CEQA-related public notices to RTC for review, comment, and approval prior to publication and circulation.
- 39. CITY will submit all CEQA-related public meeting materials to RTC for review, comment, and approval at least ten (10) working days prior to the applicable public meeting date, unless otherwise agreed to by the PARTIES.

Attachment: SCCRTC Trail agreement - Final (Rail trail agreement with RTC)

- 40. If CITY makes any changes to public meeting materials that were previously provided to RTC, then CITY will allow RTC to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date, unless otherwise agreed to by the PARTIES.
- 41. A representative of the CITY will attend all CEQA-related public meetings.
- 42. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.
- 43. That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.
- 44. The CITY shall maintain final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

Plans, Specifications, and Estimate (PS&E)

- 45. As the PS&E IMPLEMENTING AGENCY, CITY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 46. RTC will be responsible for completing the following PS&E activities:

PS&E Activity	AGREEMENT Funded Cost
RTC Oversight	No

- 47. CITY will notify RTC and CSCEHD: (i) of any planned activity within the RAIL LINE that will result in soil disturbance, and (ii) that CITY is responsible for CSCEHD oversight cost as specified in the RAA during PS&E.

Attachment: SCCRTC Trail agreement - Final (Rail trail agreement with RTC)

48. CITY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT.
49. All arrangements for the protection, relocation, or removal of all conflicting utility facilities will be addressed in the PROJECT plans, specifications, and estimate.
50. CITY will determine the cost to identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the RAIL LINE right-of-way in accordance with federal and California laws and regulations, and RTC's policies, procedures, standards, practices, and applicable agreements.
51. RTC will provide CITY with a Boundary Survey. The Boundary Survey will identify the limits of the RAIL LINE and identify potential Third-Party Encroachments and easements onto the RAIL LINE. The Boundary Survey will include the placement of survey monuments at intervals sufficient for use by future survey crews.
52. CITY will prepare Third-Party Encroachment Conflict Maps identifying the removal of any existing third party (non-utility) encroachments that conflict with construction of the PROJECT.
53. All third-party encroachment conflicts not resolved will be addressed in the PROJECT plans, specifications, and estimate.
54. CITY will be the applicant for all applicable California Public Utility Commission (CPUC) approvals.
55. CITY will prepare and transmit regulatory permit applications. CITY will provide a copy of all permit applications at least 10-days in advance of transmittal for RTC's review and concurrence All permit conditions will be addressed in the PROJECT plans, specifications and estimate.

RIGHT-OF-WAY

56. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, CITY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
57. RTC will be responsible for completing the following RIGHT-OF-WAY activities:

RIGHT-OF-WAY Activity	AGREEMENT Funded Cost
RTC Oversight	No
Issue Notices to Owner	No
Boundary Survey	No
Request removal of third-party encroachments	No
Hearing and adopting Resolutions of Necessity for acquisitions of right-of-way	No

- 58. CITY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT.
- 59. CITY will provide RTC a copy of utility conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for RTC’s concurrence prior to RTC issuing the notices to owner and executing any utility agreements.
- 60. All utility conflicts will be fully addressed prior to Right-of-Way Certification.
- 61. CITY will provide RTC a copy of Third-Party Encroachment Conflict Maps for RTC’s concurrence. RTC will issue the Notices to Owner. RTC will attempt to make arrangements with property owners for the timely removal of any encroachment that conflicts with the construction of the PROJECT.
- 62. All encroachments will be fully identified prior to Right-of-Way Certification.
- 63. CITY will engage or provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of responsible surveyor.
- 64. When RIGHT-OF-WAY is funded with State or Federal funds the acquisition of right-of-way will not occur prior to the approval of the environmental document.
- 65. The RTC Board is responsible for hearing and adopting Resolutions of Necessity for acquisitions of right-of-way.

Attachment: SCCRTC Trail agreement - Final (Rail trail agreement with RTC)

66. If CITY acquires any right-of-way to be incorporated into the RAIL LINE, CITY will acquire in RTC's name.
67. Title to the RAIL LINE will ultimately be vested in the name of RTC. RTC's acceptance of title will occur after the Right-of-Way Closeout activities, as identified in the CALTRANS Workplan Standards Guide, are complete.
68. CITY will submit a draft Right-of-Way Certification to RTC six (6) weeks prior to scheduled Right-of-Way Certification milestone date for review.
69. CITY will submit a final Right-of-Way Certification to RTC for approval prior to advertising the construction contract
70. Physical and legal possession of the right-of-way must be secured prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
71. RTC's acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by CITY verifying that the title is free of all encumbrances and liens. Upon acceptance by RTC, CITY will provide RTC with a Policy of Title Insurance in RTC's name.
72. Right-of-way conveyances from third parties must be completed prior to completion of the WORK completion unless PARTIES mutually agree to other arrangements in writing.
73. A Maintenance Agreement must be executed prior to Right-of-Way Certification, unless PARTIES mutually agree to other arrangements in writing.

Funding

74. The WORK does not use RTC administered regional Measure D funds. PARTIES will amend this AGREEMENT should this condition change.
75. If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the other PARTY.

Invoicing and Payment

76. No invoicing or reimbursement will occur for any PROJECT COMPONENT covered by this AGREEMENT.

Schedule

77. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
78. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

Additional Provisions**Standards**

79. PARTIES will comply with all applicable federal and California laws, regulations, and standards during performance of the WORK; CALTRANS standards (based on AASHTO standards); AREMA Standards for railroad facilities or facilities affecting railroads; and, RTC Standards. RTC Standards are:
- Monterey Bay Sanctuary Scenic Trail Network 2013 Master Plan
 - Sanctuary Scenic Trail Standards Manual - Signs and Exhibits Specifications adopted in 2013
80. RTC shall provide CITY with all applicable documents constituting RTC Standards applicable to performance of the WORK during the Term of this AGREEMENT.

Right of Entry Agreement(s)

81. CITY is responsible for obtaining a right of entry agreement from the RAILWAY prior to entering the RAIL LINE to perform the PROJECT WORK.
82. RTC shall grant CITY, its agents, consultants, and contractors right of entry agreement(s) to enter the RAIL LINE, upon CITY's agreement to meet all of RTC's requirements for obtaining such agreement(s).

Qualifications

83. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Encroachments

84. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

85. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all other PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery in accordance with all applicable state and federal laws and regulations and RTC approves a plan for its removal or protection.

Disclosures

86. PARTIES will hold all preliminary drafts of final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.
87. PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.
88. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

Hazardous Materials

89. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.
90. HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

91. The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.
92. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
93. RTC, independent of the PROJECT, is responsible for any HM-1 found within the existing RAIL LINE. RTC will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
94. RTC will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing RAIL LINE with funds that are independent of the funds obligated in this AGREEMENT.
95. If HM-1 is found within the PROJECT limits and outside the existing RAIL LINE, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. CITY in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.
96. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing RAIL LINE right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
97. The IMPLEMENTING AGENCY that disturbs HM-2 material is responsible for HM-2 MANAGEMENT during performance of that WORK.
98. The cost of HM-2 MANAGEMENT for HM-2 found within the PROJECT limits will be paid from funds designated for the WORK necessary to complete the PROJECT COMPONENT that disturbs the HM-2 hazardous material.
99. RTC's acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with direction provided by RTC's Executive Director.

Claims

100. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT.

101. A PARTY may settle any claim related to this AGREEMENT without the consent of the other PARTIES, so long as (i) such settlement results in a full and complete release of that claim at no cost to the other PARTIES, (ii) the settlement does not accept or acknowledge liability or fault on behalf of the non-settling PARTIES, and (iii) the settlement does not impose any immediate, ongoing, or future obligations on non-settling PARTIES. In all other cases, no PARTY shall settle any claim without the written consent of the other PARTIES to this AGREEMENT.

Accounting and Audits

102. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.
103. PARTIES will maintain and will ensure that any consultant hired by PARTIES to participate in WORK will maintain a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.
104. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.
105. PARTIES will retain all WORK-related records for three (3) years after the CLOSEOUT STATEMENT, Exhibit B.
106. PARTIES will require that any consultants hired to participate in the WORK will comply with GAAP.
107. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.
108. RTC, CITY, or any other funding agency, including its consultants or agents, shall have access to all WORK -related records of each PARTY for audit, examination, excerpt, or transcription.

109. The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.
110. The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.
111. Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the audit findings.
112. Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.
113. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.
114. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the 2020 Caltrans Local Assistance Procedures Manual, Chapter 10.
115. The auditors of the State of California or the Taxpayer Oversight Committee for Measure D may examine all records relative to the goods, services, equipment, materials, supplies or other assistance provided to PARTIES for the PROJECT. The PARTIES agree to allow the auditor(s) and Taxpayer Oversight Committee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, PARTIES agree to include a similar right to the State auditor(s) and Taxpayer Oversight Committee to audit records and interview staff in any contract related to performance of this AGREEMENT.

Interruption of Work

116. If WORK stops for any reason, and the WORK could impair the safety or operation of the RAIL LINE, IMPLEMENTING AGENCY for the relevant PROJECT COMPONENT will place the RAIL LINE in a safe and operable condition acceptable to RTC.

117. If WORK stops for any reason, each PARTY will continue to implement the obligations of this AGREEMENT, to the extent possible during the WORK stoppage, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

118. The SPONSOR will be responsible for obtaining funds to cover the costs of awards, judgements, settlements, and legal challenges to the environmental process or documentation that may be generated by the WORK.
119. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Environmental Compliance

120. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

Independent Agreement

121. This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

Integration

122. This AGREEMENT is the final expression of the agreement between the PARTIES related to the WORK, and shall supersede any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT shall take precedence over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

Severability

123. If any term, provision, covenant or restriction of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this AGREEMENT shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Amendment

124. Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

Closure Statement

125. PARTIES agree to sign the CLOSURE STATEMENT, Exhibit B, to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

Governing Law; Venue

126. In the event of a dispute between the PARTIES to this AGREEMENT regarding or related to the terms and provisions contained herein, the PARTIES mutually agree that the sole venue for any such dispute shall be the Superior Court of the County of Santa Cruz, and that the terms and provisions of this AGREEMENT shall be interpreted under the laws of the State of California

Indemnification.

127. Neither RTC nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CITY under this AGREEMENT. It is understood and agreed that CITY, to the extent permitted by law, will defend, indemnify, and save harmless RTC and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CITY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

128. Neither CITY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by RTC, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon RTC under this AGREEMENT. It is understood and agreed that RTC, to the extent permitted by law, will defend, indemnify, and save harmless CITY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by RTC, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

129. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
130. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without the approval of the other PARTY formalized in a written amendment to this AGREEMENT.

Ambiguity and Performance

131. The PARTIES mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this AGREEMENT, and therefore this AGREEMENT shall be deemed to have been negotiated and prepared at the joint request, direction and construction of the PARTIES, at arm's length, with the advice and participation of counsel, and shall be interpreted in accordance with its terms without favor to either PARTY, and no presumption or burden of proof shall arise favoring or disfavoring either PARTY by virtue of the authorship of any of the provisions of this AGREEMENT. Headings are provided in this AGREEMENT for the convenience of the PARTIES only and shall not be used to interpret the provisions of this AGREEMENT.
132. A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.
133. A delay or omission by a PARTY to exercise a right or power due to a default shall not negate the PARTY's ability to use that right or power in the future.

Defaults

134. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate the dispute resolution procedure described herein.

Term

135. This AGREEMENT will begin on the EFFECTIVE DATE and remain in effect until the Work has been completed and a CLOSURE STATEMENT has been executed.

Termination

136. Notwithstanding any other provision of this AGREEMENT, this AGREEMENT may be terminated prior to completion of the WORK in accordance with the provisions below:

a. Termination for Convenience.

This AGREEMENT may be terminated by any PARTY for any reason, provided that the terminating PARTY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

b. Termination for Cause.

If a PARTY fails to cure a breach of material term of this AGREEMENT within ten (10) days' notice by the non-breaching PARTY, then the non-breaching PARTY may immediately terminate or suspend this AGREEMENT for cause.

c. Condition of Right of Way Upon Termination

If this AGREEMENT is terminated prior to completion of the WORK, then the IMPLEMENTING AGENCY engaged in PROJECT WORK in the right-of-way at the time of termination will be responsible for restoring the PROJECT right-of-way to a safe and operable condition acceptable to RTC.

Dispute Resolution

137. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the RTC Executive Director and the executive officer of CITY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will engage in non-binding mediation, using a mediator mutually acceptable to both PARTIES. PARTIES agree to participate in mediation in good faith and the costs of mediation will be apportioned equally between them.
138. Neither the dispute nor the mediation process shall relieve PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT.
139. No PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.
140. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Attorneys' Fees

141. If a PARTY to this AGREEMENT brings any action, including arbitration or an action for declaratory relief, to enforce or interpret a provision of this AGREEMENT the prevailing PARTY shall be entitled to reasonable attorneys' fees in addition to any other relief to which that PARTY may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

Independent Agencies

142. PARTIES to this AGREEMENT are independent agencies. Nothing in this AGREEMENT shall be interpreted to render any employees of RTC to be employees of CITY nor be interpreted to render any employees of CITY to be employees of RTC.

Prevailing Wage

143. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

144. Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.
145. If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.
146. When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Notice

RTC

Tommy Travers, Project Manager
 1523 Pacific Avenue
 Santa Cruz, CA 95060-3911
 Office Phone: (831) 460-3200
 Email: ttravers@sccrtc.org

CITY

Kailash Mozumder, Project Manager
 420 Capitola Ave
 Capitola, CA 95010
 Office Phone: (831) 475-7300
 Email: kmozumder@ci.capitola.ca.us

SIGNATURES

PARTIES are empowered to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original or electronic signature. This AGREEMENT is not fully executed until all original signatures or electronic signatures are attached.

CITY OF CAPITOLA	SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION:
Name: Jamie Golstein Title: City Manager Date:	Name: Guy Preston Title: Executive Director Date:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Name: Samantha W. Zutler Title: City Attorney Date:	Name: Steve Mattas Title: General Counsel to SCCRTC Date:
APPROVED AS TO RISK:	APPROVED AS TO RISK:
Name: Title: Date:	Name: Yesenia Parra Title: Administrative Services Officer Date:

Attachment: SCCRTC Trail agreement - Final (Rail trail agreement with RTC)

EXHIBIT A: PROJECT DESCRIPTION

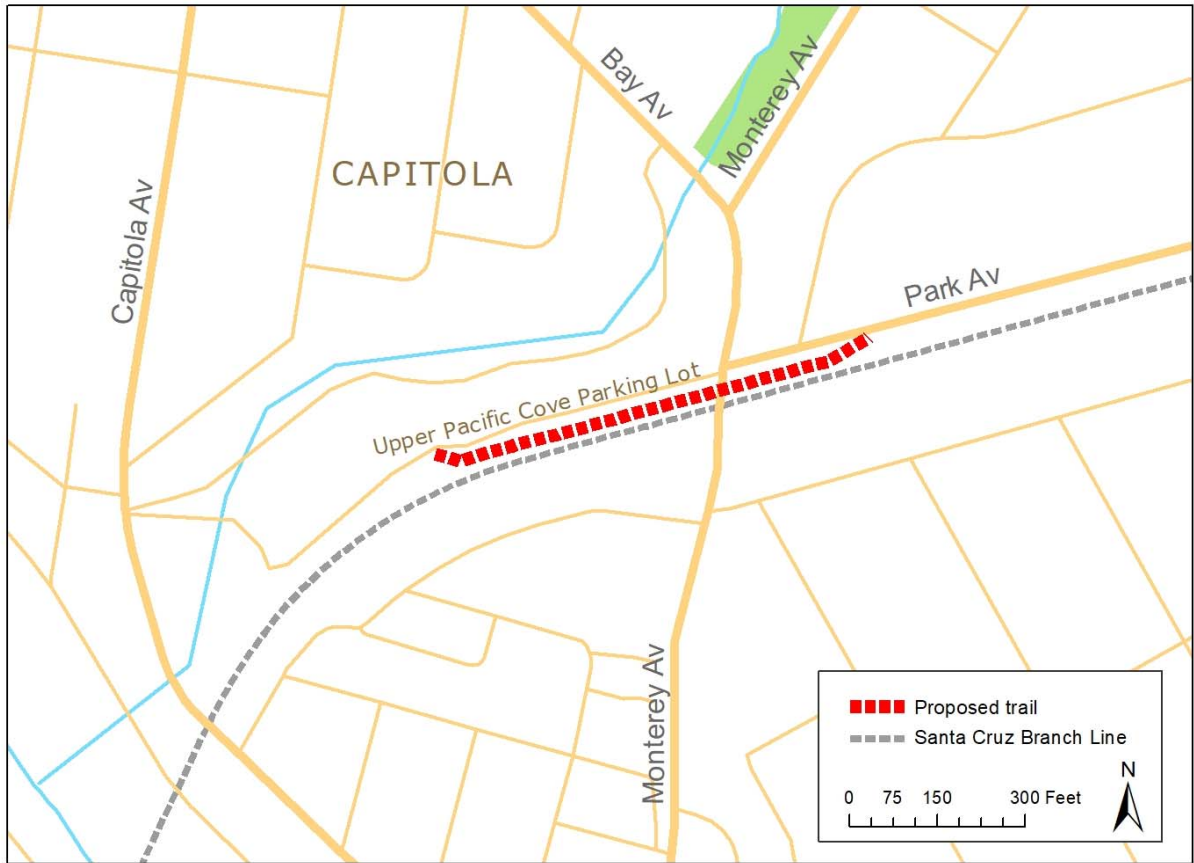
This project will develop the project approval and environmental review (PA&ED), plans, specification, and estimate (PS&E), and right-of-way (ROW) phases for an approximate 235 LF of Segment 11 of the Monterey Bay Sanctuary Scenic Trail (MBSST) as well as an approximate 530 LF of pedestrian paths. Segment 11 was defined in the MBSST Network Master Plan and is located within unincorporated Santa Cruz County and the City of Capitola along the Santa Cruz Branch Rail Line (SCBRL).

Project proposed improvements:

- For approximately 100 feet extending west from Monterey Avenue and 135 feet extending east Monterey Avenue, on the north side of tracks, paved multiuse bicycle/pedestrian Class I trail sections.
- For approximately 430 feet continuing west from the west end of the multiuse trail to a point where it exits the SCBRL right-of-way, and 100 feet continuing east from the east end of the multiuse trail to a point where it exits the SCBRL right-of-way, paved pedestrian ADA trail sections.
- Modified grade crossing at Monterey Avenue including sidewalk and ramp improvements and a new multimodal crosswalk
- Improved bus stop on Park Avenue

The multiuse trail and crossing will follow the design guidelines of the MBSST Network Master Plan. The project will include fencing following the design guidelines of the MBSST Network Master Plan.

Proposed Trail Alignment Vicinity for Capitola Trail (Upper Pacific Cove Parking Lot Pedestrian Trail)



Attachment: SCCRTC Trail agreement - Final (Rail trail agreement with RTC)

EXHIBIT B: CLOSURE STATEMENT & INSTRUCTIONS

Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

YES / NO

Did RTC accept and approve all final deliverables submitted by other PARTIES?

YES / NO

Did the RTC Director of Budget and Finance verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

YES / NO

If construction is involved, did the RTC Executive Director verify that all claims and third-party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

YES / NO

Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

Attachment: SCCRTC Trail agreement - Final (Rail trail agreement with RTC)

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement _____ and any amendments to the agreement. The final signature date on this document terminates Agreement _____ except survival articles. All survival articles in Agreement _____ will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION

Guy Preston
Executive Director

Date

CITY OF CAPITOLA

Name:
Title:

Date

Attachment: SCCRTC Trail agreement - Final (Rail trail agreement with RTC)