

City of Capitola

Council Meeting Agenda



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

REVISED

THURSDAY, JULY 22, 2021

REGULAR MEETING - 7 PM

CLOSED SESSION – 6 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) Police Captains; (2) 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.

A. Item 8.B – one staff provided attachment

B. Item 8.C – eight public comment emails

4. ADDITIONS AND DELETIONS TO AGENDA

5. ORAL COMMUNICATIONS

6. STAFF / CITY COUNCIL COMMENTS

7. CONSENT ITEMS

All items listed as “Consent Items” 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 June 24 City Council Meeting Minutes

RECOMMENDED ACTION: Approve minutes.

B. Approval of City Check Registers Dated June 4, June 11, June 18, June 25, and July 2.

RECOMMENDED ACTION: Approve check registers.

C. Community Grants Strategic Plan Contract

RECOMMENDED ACTION: Direct the City Manager to enter into a contract with Optimal Solutions Consulting for \$29,400 to develop a strategic plan to implement the process improvements to the Capitola Community Grant Program approved by the Council on February 13, 2020.

D. 41st Avenue Traffic Signal Coordination Project Authorization to Advertise for Construction Bids

RECOMMENDED ACTION: Approve the plans, specifications, and estimate for the 41st Avenue Adaptive Signal Control project (estimated at \$420,000) and authorize advertising for construction bids.

E. Consider a Resolution Allocating the 2021/22 Road Maintenance and Rehabilitation Account Funds

RECOMMENDED ACTION: Adopt the proposed resolution allocating the 2021/22 Road Maintenance and Rehabilitation Account (RMRA) funds to engineering and construction of a pavement management program project.

8. GENERAL GOVERNMENT / PUBLIC HEARINGS

All items listed in “General Government” are intended to provide an opportunity for public

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
July 22, 2021

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. 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.
- B. Consider Capitola Village Banners Design
RECOMMENDED ACTION: Approve the Capitola Village Banners as recommended by the Capitola Art and Cultural Commission in partnership with the Capitola Beach and Village Improvement Association.
- C. Parklet Program Update
RECOMMENDED ACTION: Receive a report on additional details about the future village outdoor dining parklet program and extend the COVID-19 temporary use permits allowing for outdoor dining on Capitola Avenue, Monterey Avenue, and Lawn Way through September 13, 2021.
- D. Authorize the Advertisement of Construction Bids for the Wharf Rehabilitation Project - Phase 1
RECOMMENDED ACTION: Approve the plans, specifications, and estimate for construction for the Wharf Rehabilitation Project, Phase 1 (estimated cost \$482,500), and authorize Public Works to advertise for construction bids.
- E. Library Lease Ordinance First Reading
RECOMMENDED ACTION:
1. Determine the bid received from Santa Cruz County to lease the property at 2005 Wharf Road, and operate and maintain the Capitola Library with a rent payment of one dollar per year offers the greatest economic return to the City; and
 2. Approve the first reading and waive reading of the text of the proposed uncodified Ordinance allowing the City to enter a lease with a term in excess of 55 years and authorizing a 99-year lease with Santa Cruz County for the Capitola Library.
- F. Consider Bail Schedule for Fiscal Year 2021/22
RECOMMENDED ACTION: Adopt the proposed Resolution repealing Resolution No. 4149 and adopting the new bail schedule.
- G. Designation of the Voting Delegate and Alternate for the 2021 League of California Cities Annual Conference
RECOMMENDED ACTION: Designate voting delegate and alternate(s), if desired.

9. ADJOURNMENT

NOTICE OF REMOTE ACCESS

In accordance with 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:

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
July 22, 2021

- Online <http://capitolaca.igmp2.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/86050586042?pwd=TERzU0IHdE9OeHViM0FKckxzNUJhUT09>
 - If prompted for a passcode, enter **756925**
- 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: **860 5058 6042**
- 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.

Zoom Meeting (Via Computer or Phone) Link:

- 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
- 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

Send Email:

- 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 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

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA
July 22, 2021

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.

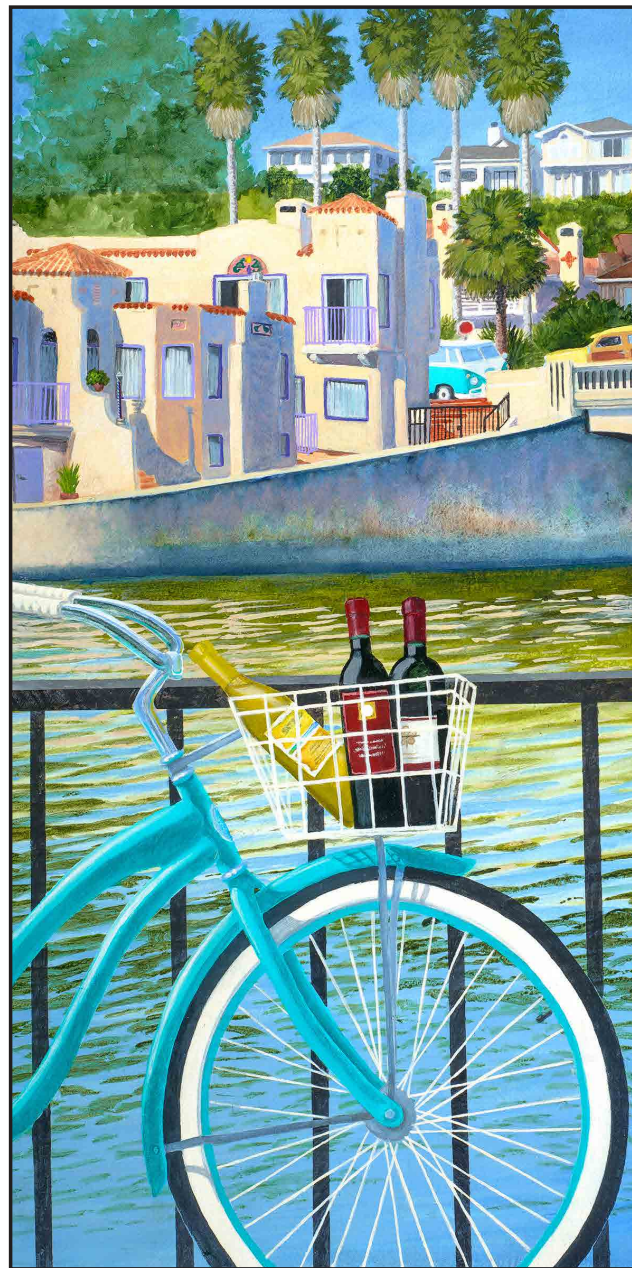
Agenda Materials Distributed after Distribution of the Agenda Packet: Pursuant to Government Code §54957.5, materials related to an agenda item submitted after distribution of the agenda packet are available for public inspection at the Reception Office at City Hall, 420 Capitola Avenue, Capitola, California,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

This proof is an important phase of your project. Now is the time to catch any errors. Items like phone numbers, addresses, and names cannot be spell checked, therefore PPD is not accountable for incorrect information. Please take the time to verify all printed information prior to signing this form.

18" w x 36" h Pole Banners
Design #1 Beach Cruizers



Approved By _____ Date _____

Client: Capitola BIA

Project: Banners

Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

Studio 831.479.9098
3700 Portola Drive • Santa Cruz, CA 95062
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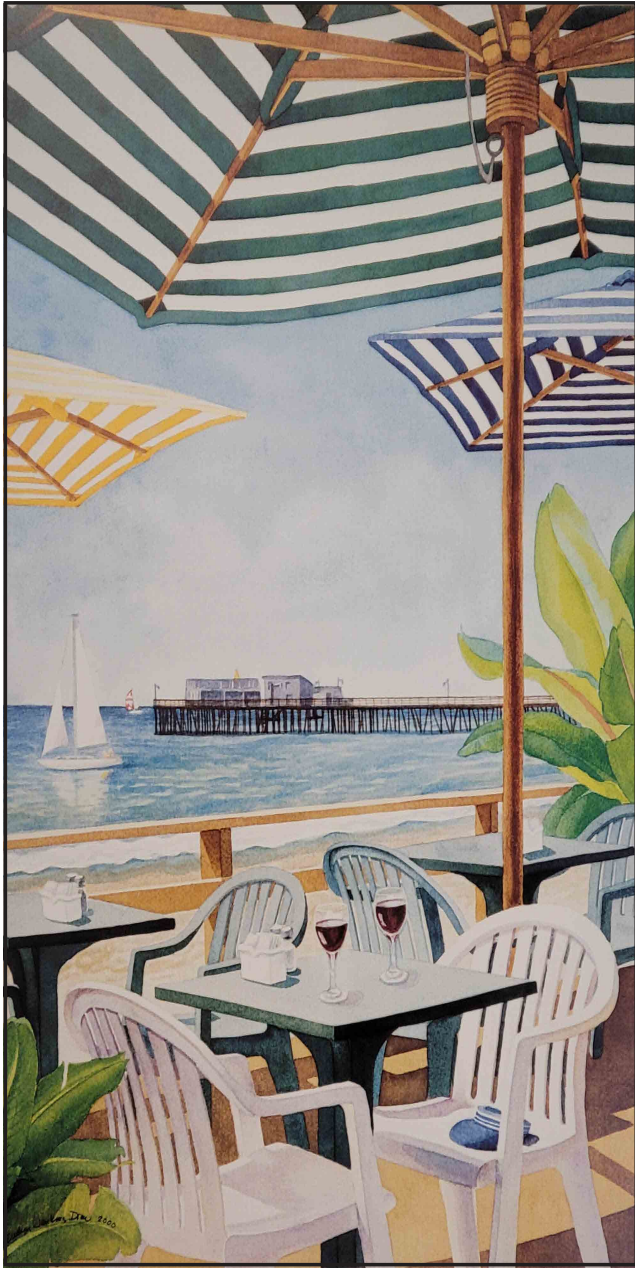


Communication: Item 8.B - one staff provided attachment (ADDITIONAL MATERIALS)

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3.A

18" w x 36" h Pole Banners
Design #2 Stripes



Communication: Item 8.B - one staff provided attachment (ADDITIONAL MATERIALS)

Approved By _____ Date _____

Client: Capitola BIA

Project: Banners
Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

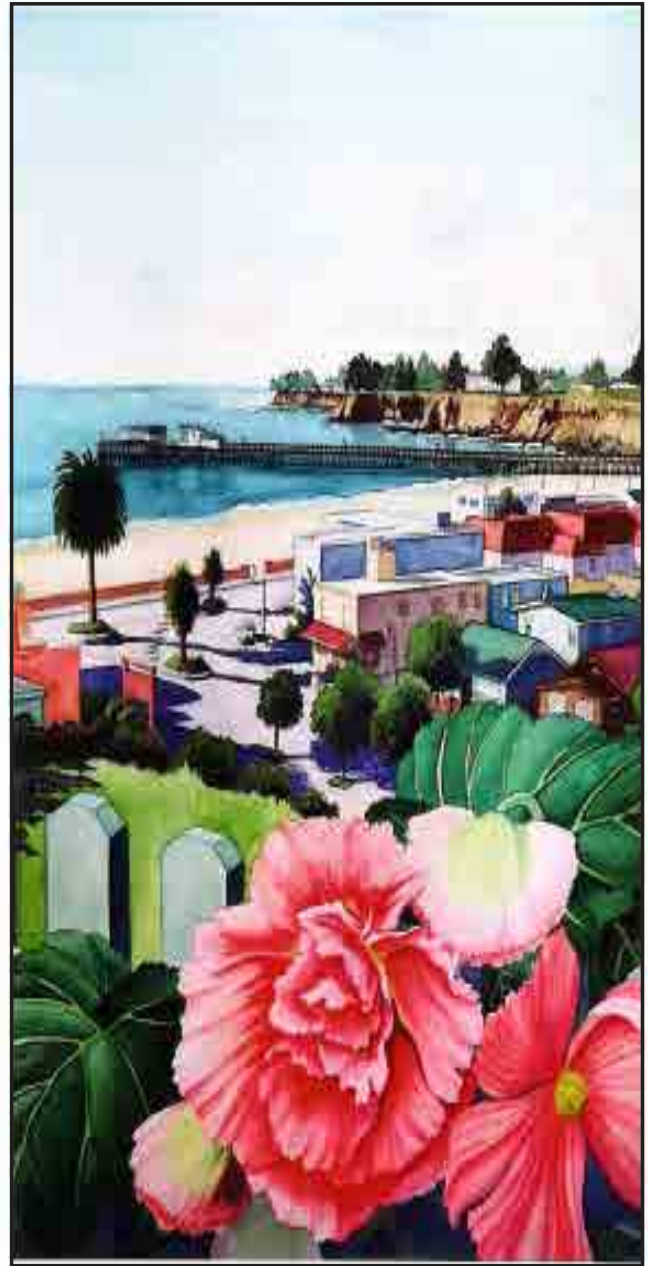
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18" w x 36" h Pole Banners
Design #3, Morning Moments



Approved By _____ Date _____

Client: Capitola BIA

Project: Banners
Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

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Communication: Item 8.B - one staff provided attachment (ADDITIONAL MATERIALS)

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3.A

18" w x 36" h Pole Banners
Design #4 Tola Tiki



Communication: Item 8.B - one staff provided attachment (ADDITIONAL MATERIALS)

Approved By _____ Date _____

Client: Capitola BIA
Project: Banners
Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

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EMERGENCY SIDEWALK RESTAURANT USE IN ESPANADE

This is a formal objection to further extension of all out-door and/or Parking Areas for "Restaurant Use" in the City of Capitola.

The City approved the temporary use of outdoor areas in the Esplanade adjacent to and in support of restaurant businesses and their loss of income during the Covid-19 epidemic.

This emergency use-measure has generated new noise, which is negatively impacting the entitlement of a 'peaceful and quiet environment' for the residents living in existing dwellings within the Esplanade. We are full-time residents of the 11 Unit privately owned condominium building, at 109 Monterey Avenue in the Esplanade. Our building is 97 years old and is affected by the increase in noise generated by Outdoor dining at Lawn Way, Esplanade, Capitola Avenue, and Monterey Avenue. It is therefore unreasonable that the temporary Outdoor Dining be allowed to remain.

Noise that is disruptive to the use and enjoyment of residences in the Esplanade has been a long-standing issue in the Capitola Village, and has led to restricted uses of noise-generating activities, events, hours limiting event activities, operation hours of the bars, closed doors of bars and restaurants, beach use/music, or otherwise adding any additional outdoor noise that is causing a negative impact on residential use which is unreasonable.

"NEW" outdoor dining areas can be allowed in other areas in the County which do not disrupt others, such as Commercial or Rural areas, and do not further bring more people to an already over-crowded beach-access environment.

Sincerely,

Mary Anne Mckittrick
109 Monterey Ave, #3
mcmmary35@yahoo.com
mb: 775-546-3445

Jim Johnson

Barbara Thomas

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

Woodmansee, Chloe

From: Carrie Arnone <carrie@capitolachamber.com>
Sent: Thursday, July 22, 2021 11:19 AM
To: City Council
Subject: [SPF Softfail] Capitola-Soquel Chamber supports outdoor dining parklets

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Mayor Brooks and City Council,

The Capitola-Soquel Chamber of Commerce has had the opportunity to rework the Capitola Art & Wine Festival site layout and circulation plan since the agenda packet was published last week. Within the final festival layout, in support of our village businesses, we have eliminated approximately 25 booth spaces to accommodate the parklets currently remaining in the village. Please include these dining decks in your consideration for extending the outdoor dining through September 13th.

Thank you,

Carrie Arnone | CEO
[Capitola-Soquel Chamber of Commerce](#)
1855 41st Ave#J6 | Capitola CA 95010
831.475.6522

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

Woodmansee, Chloe

From: Nels Westman <nels@bestwestman.com>
Sent: Wednesday, July 21, 2021 3:01 PM
To: City Council
Subject: Council Mtg 7/22/21 Item 8C

Follow Up Flag: Follow up
Flag Status: Flagged

Dear City Council Members,

I write in reference to the Parklet Program Update. I would like to make the following observations and suggestions:

Regarding Fees, as with any well written rental/lease agreement, rent should be payable in advance. I would suggest it be payable monthly which will give the City early warning of problematic lessees not keeping their end of the contract. This is prudent these days.

Regarding the Method of Allocating Spaces, it should be clearly stated that a maximum of TWO spaces can be leased to one applicant.

Regarding Parklet Design, prototype designs should be prepared for both Parallel and Diagonal parking applications.

I question the wisdom of incorporating bicycle racks as a safety buffer between carelessly driven autos and parklet diners. This puts the public's often very expensive bicycles in a particularly vulnerable position unnecessarily. The prototype design should recommend other methods of buffering the parklets other than bicycles.

I note that the example of Lupulo's parklet is included in the Update. This design appears to utilize a concrete slab to provide solid anchorage for bollards. Such a concrete slab would appear to interfere with proper storm drainage of the Village which we know is a serious problem which can flood adjacent buildings. It could also make access to under street utilities difficult.

I would encourage the Council to insist that the prototype parklet designs meet a very high aesthetic standard so that they significantly enhance the Village streetscape as opposed to what currently exists there.

Thank you for your attention these comments.

Nels Westman

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

Woodmansee, Chloe

From: AnnMarie@CapitolaWineBar.com
Sent: Wednesday, July 21, 2021 9:59 PM
To: City Council
Subject: Outdoor dinning on San Jose Ave - Please let us have this during Art & Wine

Follow Up Flag: Follow up
Flag Status: Flagged

Hi,

Please, please, let us have our space for the parklet just one more week. It certainly doesn't seem fair that some of the parklets are allowed and we aren't. We would add such a great ambiance to the festival. Don't take that away. Don't take away the chance for us to recoup the losses of the last 16 months. We were really hit hard during this past year. We are a social location, curbside pick up didn't cover the bills. We had an increase in rent and utilities

I also reached out to the chamber. They seemed open to the idea. See email here below.

Hi Ann Marie,

Thanks for reaching out. We certainly understand how beneficial the parklets are for you, however we are losing 16 booth spaces along with the revenue they bring to the festival. We understand the loss of business due to the pandemic these past 16 months. Our staff was laid off for 14 months, and only two of us have returned. We hope to have a successful Art & Wine Festival, as it is the major fundraiser that keeps our door open. I have followed up with City of Capitola to express our willingness to work around the existing parklet on San Jose Ave. We hope you will support the Capitola-Soquel Chamber, a nonprofit member-supported organization, and our efforts to support our business community.

Thanks,

Carrie

Carrie Arnone | CEO
[Capitola-Soquel Chamber of Commerce](#)
831.475.6522

Thanks again for your consideration in helping out the businesses hit hard by the Covid.

--
Ann Marie Conrad
Owner
Capitola Wine Bar & Merchants

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

www.capitolawinebar.com
[instagram.com/capitolawinebar](https://www.instagram.com/capitolawinebar)
[facebook.com/capitolawinebar](https://www.facebook.com/capitolawinebar)

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

Woodmansee, Chloe

From: doug@capitolawinebar.com
Sent: Thursday, July 22, 2021 10:03 AM
To: City Council
Cc: AnnMarie
Subject: San Jose ave parklett

Honorable city council,

We implore you to reconsider the removal of the Parklett on San Jose Ave before the Art and Wine festival.

Of all business located within the village, Bars were forced to close the longest, and were forced to endure the hardest restrictions overall. Our bar has not recovered from the financial damage of COVID-19. Outdoor seating has helped, but remember while outdoor dining was a help during COVID, it was not an end all to the financial strains our business is enduring.

If our business was permitted maintain our Parklett just one more week for the Art and Wine festival it would help our recovery. Our rent in the Mercantile is very high (even raised during Covid), our payroll has skyrocketed, and cost of goods have never been so high. We need every sale we can gain before winter slow down.

We understand the non profit Chamber of Commerce has also taken a large economic hit during covid and that this is a large fundraiser for them. But keep in mind our brick and mortar is a long term business here in the village. Business like ours is what chambers are here to support, not hurt. We believe our wine and food service in the Parklett would benefit the event and our customers have said so too.

Now is not the time to cut our income.

It is my understanding two other bars will be permitted to keep their Parkletts on the street during the Art and Wine but we will not be. How is that equitable?

Please reconsider allowing us to keep our Parklett for the art and wine festival just one more week.

Thank you,

Doug Conrad

Owner

Capitola Wine Bar

Cc: Capitola/Soquel Chamber of Commerce

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

Woodmansee, Chloe

From: David Aaron <davidaaron5678@att.net>
Sent: Thursday, July 22, 2021 3:23 PM
To: Brooks, Yvette; City Council
Subject: San Jose parklet

We are writing to request that the City of Capitola allow the San Jose parklet to remain open to outdoor dining through the Art & Wine Festival (Sept 11 and 12th weekend). We think it's important to support these businesses (Left Coast Sausage, Wine Bar, and Caruso's) as they recover from the Covid months. Since a few other parklets will remain open through that weekend (benefitting Britannia Arms, English Ales and El Toro Bravo), we hope you will agree that it would be equitable to also keep open the San Jose parklet. Thank you for your consideration of our request.

Respectfully,

David & Deb Aaron
116 Central Avenue

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

Woodmansee, Chloe

From: Shanna Kuempel <shanna.kuempel18@gmail.com>
Sent: Thursday, July 22, 2021 4:05 PM
To: City Council
Subject: Outdoor seating for Art and Wine

Follow Up Flag: Follow up
Flag Status: Flagged

Honorable city council,
I implore you to reconsider the removal of the outdoor dining on San Jose Ave before the Art and Wine festival.

Of all business affected by Covid restrictions Businesses such as the Capitola Wine Bar were among the hardest hit. Allowing them to keep the outside seating during the Art and Wine festival seems like the right thing to do.

If the Capitola Wine Bar is permitted maintain outdoor seating for just one more week for the Art and Wine festival it would help their recovery and allow customers to feel safe with an outdoor option.

Businesses such as Capitola Wine Bar and Carusos are staple businesses in the village for the local community as well as tourism. Business like theirs are what the Chamber of Commerce is here to support, not hinder. The outdoor seating allows for those businesses to recoup some of the losses of Covid restrictions.

Please reconsider allowing restaurants on San Jose avenue to keep outdoor seating for the Art and Wine Festival.

Thank you,
Shanna Kuempel

Cc: Capitola/Soquel Chamber of Commerce

Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)

Woodmansee, Chloe

From: Aldo Orsi <aldo.orsi@emdgroup.com>
Sent: Thursday, July 22, 2021 4:06 PM
To: City Council
Subject: Removal of Parkletts for Art & Wine Festival

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Capitola City Council Representatives

It was brought to my attention that you are planning to remove the Parklett on San Jose Ave before the Art and Wine festival. It's disappointing to learn that this might take place. One of the positive outcomes of the COVID-19 restrictions was the implementation of outdoor seating/dining/drinking for the food and beverage businesses, which were arguably the most adversely impacted businesses during the pandemic. And I would strongly argue that most, if not all, restaurants/bars have not recovered financially. I can't imagine how difficult it's been for the business owners that have had to manage throughout the pandemic over the past 16+ months.

The additional outdoor seating has not just created an opportunity for the businesses to modestly recover (although I'm sure it's insignificant to the losses incurred), but it has also created a more festive atmosphere, not unlike what you might see in many European cities. I've learned that many communities and towns are keeping the outdoor seating because of the benefit to the businesses, as well as benefitting the local areas where outdoor seating is established.

While some businesses are starting to recover, many challenges still exist. Supply chains are compromised, which has driven up material/food costs. The government subsidies have motivated people to stay at home, requiring businesses to increase hourly pay to get people to work, if they can find them (Burger King is paying upwards of \$20/hr and offering \$1500 signing bonuses to flip burgers – it's crazy out there). It's been documented that the food industry has been impacted by lack of available employees, which delays their ability to operate at 100% capacity to help with their financial recovery.

Walking through the Capitola Village is more enjoyable now with the festive atmosphere with the outdoor seating at the various restaurants and bars. Yes, some parking spaces have been lost, but the tradeoff is well worth it.

For the benefit of the business owners that have experienced significant financial and emotional impact these past 16 months, I urge you to keep all outdoor seating, and in particular, help the business owners that would be adversely impacted by removing the San Jose Avenue Parklett, especially during one of the biggest events of the year.

Your sincerely,

Aldo Orsi – a friend of Capitola Village, and a particular fan of the Capitola Wine Bar and their exceptional wine, beer, and food (and business owners).

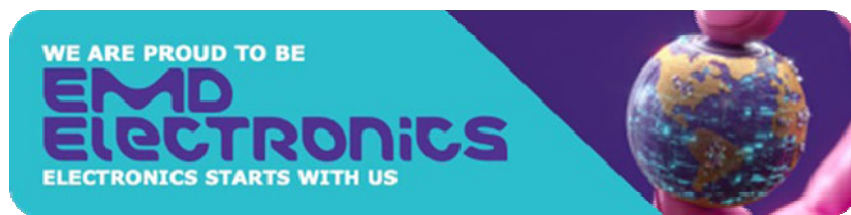
Aldo Orsi
Global Executive Account Manager – Intel
Electronics | Semiconductor Solutions



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Communication: Item 8.C - eight public comment emails (ADDITIONAL MATERIALS)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: City Manager Department

SUBJECT: Consider the June 24 City Council Meeting Minutes

RECOMMENDED ACTION: Approve minutes.

DISCUSSION: Attached for Council review and approval are the minutes from both the regular and special City Council meetings held on June 24, 2021.

ATTACHMENTS:

1. 6-24-21 draft
2. 6-24-21 draft SPECIAL

Report Prepared By: Chloe Woodmansee
City Clerk

Reviewed and Forwarded by:

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

Jamie Goldstein, City Manager

7/15/2021

**CAPITOLA CITY COUNCIL
DRAFT REGULAR MEETING MINUTES
THURSDAY, JUNE 24, 2021 - 6 PM**

CLOSED SESSION – 5 PM

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 - 6 PM

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

2. REPORT ON CLOSED SESSION

3. ADDITIONAL MATERIALS

B. Item 7.C – one public comment email

B. Item 8.A – three public comment emails

C. Item 8.G – Six staff provided supporting documents

4. ADDITIONS AND DELETIONS TO AGENDA – NONE

5. ORAL COMMUNICATIONS

6. STAFF / CITY COUNCIL COMMENTS

Director Jesberg announced the Clares Street Improvement Project Community Workshop, on Wednesday, June 30, at 6PM on Zoom.

Council Member Bertrand discussed the Area Agency on Aging's master plan on aging. He also reiterated the public's desire to have benches returned along Esplanade Drive and asked staff about the playground railing that has yet to be installed at the new Library.

Council Member Petersen acknowledged and thanked Frank Perry, the City Museum Curator, who retires at the end of the month.

Mayor Brooks reminded the community about the upcoming Art Walk on Sunday, June 27 at 10AM. She asked that staff and council consider beginning in-person Council meetings in October.

7. CONSENT ITEMS

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 24, 2021

MOTION:	APPROVE, RECEIVE, ACCEPT, AND DETERMINE AS RECOMMENDED
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sam Storey
SECONDER:	Jacques Bertrand
AYES:	Bertrand, Petersen, Storey, Brooks, Keiser

- A. Consider the June 10 City Council Meeting Minutes
RECOMMENDED ACTION: Approve minutes.
- B. Planning Commission Action Minutes
RECOMMENDED ACTION: Receive minutes.
- C. Update on Regional Bikeshare Program and Issuance of Request for Proposal
Recommendation: Accept update on regional bikeshare program and the issuance of a Request for Proposals (RFP) for a no-cost regional bike share program with a single vendor.
- D. 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

- A. Update on the Proposed Outdoor Dining Program
RECOMMENDED ACTION: Receive a report on the development of an outdoor dining program and provide input on key elements of the program as detailed in the report.

Council Member Keiser recused herself from Items 8.A, 8.B. and 8.C.

Director Jesberg and Director Herlihy presented a staff report on outdoor dining.

Council Member Bertrand asked for more information on the prototype design possibilities and maintained that some originality would be preferred.

Vice-Mayor Storey confirmed that 180 feet is the size of a parking spot, and Director Jesberg explained that most parklets are four parking spots, with the largest being five.

Mayor Brooks asked if there are any ways for Staff to ensure the construction of parklets is done efficiently by business owners, rather than remaining unfinished and tying up a resource that could instead be used for parking.

Council Member Bertrand pointed out that allowances for sidewalk seating should also be considered.

In public comment, Linda Smith and Carin Hanna spoke in support of a parklet program. Hanna said that maintenance of the parklets, with the threat of removal if unused, is important.

Council Member Petersen spoke support for limiting the number of parklets, joining with Santa Cruz on prototype designs, using money from the City Manager Unexpected Events fund, and requiring some public use hours.

Attachment: 6-24-21 draft (Approve Council Minutes)

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Council Member Bertrand agreed with these points and reiterated that some flexibility in the prototypes allowing for a level of individuality is important.

Vice-Mayor Storey said he agreed with an overall cap on parklets, but not with setting arbitrary limits. He encouraged using the business' interest level guide the limitations and suggested shorter lease terms with options for renewal.

Council Member Bertrand suggested the parklets be removed in winter.

Mayor Brooks asked that Staff bring further information to Council in July regarding methods on limiting the number of parklets, prototype ideas including winterization, a system for check and balances to ensure maintenance and use of the parklets, and different ways of calculating rent.

Council Member Petersen explained her concerns with allowing an unlimited amount of parking spaces due to the Coastal Commission and preference for a show of good faith in limiting to 25 spaces; she also suggested that the Capitola Planning Commission review parklet prototype designs before making a motion:

MOTION:	INCORPORATE THE FOLLOWING DIRECTION AS A PERMANENT OUTDOOR DINING PLAN IS DEVELOPED: LIMIT SPACES TO 25, USE \$10,000 OF CITY MANAGER UNEXPECTED EVENT FUNDS FOR PROTO-TYPE DEVELOPMENT, PROPOSE LCP AMENDMENT TO THE PLANNING COMMISSION, SET 3 YEAR LEASES, WAIVE PERMIT FEES
RESULT:	AMENDED AS BELOW
MOVER:	Kristen Petersen
SECONDER:	Jacques Bertrand

In response to Council Member Bertrand's question, Director Herlihy explained that while during the pandemic the Coastal Commission was tolerant of outdoor dining and parklets, now that the emergency is easing they remain concerned with maintaining public access to the coast.

Vice-Mayor Storey said he preferred limiting the amount of spaces based on how many businesses are interested, rather than arbitrarily using 25 as a limit.

MOTION:	INCORPORATE THE FOLLOWING DIRECTION AS A PERMANENT OUTDOOR DINING PLAN IS DEVELOPED: LIMIT SPACES TO 25, USE \$10,000 FOR CITY MANAGER UNEXPECTED EVENT FUND FOR PROTO-TYPE DEVELOPMENT, PROPOSE LCP AMENDMENT TO THE PLANNING COMMISSION, SET 3 YEAR LEASES, WAIVE PERMIT FEES
AMENDMENT:	INCLUDE ONLY THE STREETS RECOMMENDED IN STAFF REPORT
RESULT:	ADOPTED [3 TO 0]
MOVER:	Kristen Petersen
SECONDER:	Jacques Bertrand
AYES:	Jacques Bertrand, Kristen Petersen, Yvette Brooks
NOES:	Sam Storey
RECUSED:	Margaux Keiser

B. 2021 Summer Events Plan
RECOMMENDED ACTION:

1. Approve the City-sponsored event program as outlined in this report. and

Attachment: 6-24-21 draft (Approve Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 24, 2021

2. Provide direction for issuance of other private special event permits.

Assistant to the City Manager Laurent presented a staff report.

There was no public comment.

Council Member Bertrand received confirmation from Assistant Laurent and Chief McManus that the City can support and staff the various events as normal.

Mayor Brooks suggested staff use July 14, the date of the first summer event, be the deadline to check in on current COVID-19 temporary use permit holders, and to remove unused outdoor dining areas.

Council Member Petersen asked how the City would ensure Mega Event requirements are followed by the Art and Wine Festival; staff replied that this the event's permit would include a condition that all state health guidance must be followed.

MOTION:	APPROVE THE CITY SPONSORED EVENT PROGRAM AND REQUIRE OTHER EVENTS TO FOLLOW STATE HEALTH GUIDANCE AS APPROPRIATE
RESULT:	ADOPTED [4 TO 0]
MOVER:	Sam Storey
SECONDER:	Jacques Bertrand
AYES:	Jacques Bertrand, Kristen Petersen, Sam Storey, Yvette Brooks
RECUSED:	Margaux Keiser

- C. Consider a Resolution for the Levy of Capitola Village and Wharf Business Improvement Area Assessments for Fiscal Year 2021/2022

RECOMMENDED ACTION: Conduct the public hearing and adopt the proposed Resolution levying the Fiscal Year 2021/2022 Capitola Village and Wharf Business Improvement Area (CVWBIA) Assessments and accepting the CVWBIA Annual Plan and budget.

Vice-Mayor Storey recused himself from this item.

Finance Director Malberg Jim presented the staff report.

Council Member Bertrand asked about the in-lieu program, and BIA representative Carin Hanna responded that this is an additional cost savings for the group continued from last year. The BIA plans to revamp their assessments next year.

There was no public comment.

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MOTION:	ADOPT THE RESOLUTION LEVYING THE FY 2021-22 CAPITOLA VILLAGE AND WHARF BUSINESS IMPROVEMENT AREA ASSESSMENTS
RESULT:	ADOPTED [3 TO 0]
MOVER:	Jacques Bertrand
SECONDER:	Kristen Petersen
AYES:	Jacques Bertrand, Kristen Petersen, Yvette Brooks
RECUSED:	Sam Storey, Margaux Keiser

D. Consider the Fiscal Year 2021/2022 Budget and Capital Improvement Program for the City of Capitola[330-05/780-30]

RECOMMENDED ACTION: Approve the proposed resolution adopting the Fiscal Year 2021-22 City Budget and Capital Improvement Program.

Finance Director Malberg presented a staff report.

Council Member Bertrand asked about funding allocated to Monterey Park benches, and if the funding could be broader for the park in general.

There was no public comment.

MOTION:	APPROVE THE RESOLUTION ADOPTING THE FY 2021-22 CITY BUDGET AND CAPITAL IMPROVEMENT PROGRAM, WITH ONE CHANGE IDENTIFYING THE \$10,000 TO BE SPEND ON IMPROVEMENTS AT MONTEREY PARK IN GENERAL (NOT ONLY FOR BENCHES)
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jacques Bertrand, Council Member
SECONDER:	Margaux Keiser, Council Member
AYES:	Bertrand, Petersen, Storey, Brooks, Keiser

E. Recruitment Process for Chief of Police, and Designation of City Council Members to Serve on the Interview Panel

RECOMMENDED ACTION: Approve the proposed recruitment process for Police Chief; authorize the City Manager to enter into a contract with Bob Murray and Associates to conduct the recruitment; and designate up to two City Council Members to serve on the interview panel.

City Manager Goldstein presented the staff report.

Council Member Keiser asked for about the panels; City Manager Goldstein clarified that community forums will be public while the interviews are not.

There was no public comment.

Mayor Brooks asked that an appropriate local equity group be involved in the forum or interview panels, and that the BIPOC community be included when looking for community input.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
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MOTION:	APPROVE THE PROPOSED RECRUITMENT PROCESS AND NOMINATE COUNCIL MEMBERS PETERSEN AND KEISER TO SERVE ON INTERVIEW PANEL
RESULT:	ADOPTED [4 TO 1]
MOVER:	Kristen Petersen
SECONDER:	Margaux Keiser
AYES:	Kristen Petersen, Sam Storey, Yvette Brooks, Margaux Keiser
NAYS:	Jacques Bertrand

F. Consider the Fee Schedule for Fiscal Year 2021-2022[390-40]
RECOMMENDED ACTION: Conduct the noticed public hearing on the proposed City Fee Schedule for Fiscal Year 2021/2022 and adopt the proposed Resolution amending the current fee schedule.

Director Malberg presented the staff report.

In response to a question from Council Member Petersen, Director Herlihy explained that the planning fees are estimated by hourly rates, and applicants are refunded for any portion not used. Recreation Division Leader Bryant-LeBlond clarified that there is no increase in cost to the Jr Guard program.

Vice-Mayor Storey asked about the in-lieu tree replacement fee, and confirmed that this can only be done for qualifying circumstances and not simply an applicant who does not want to replace a tree.

Mayor Brooks noted that Cliff Avenue should also be included in the fee schedule regarding memorial plaques.

There was no public comment.

MOTION:	ADOPT THE RESOLUTION AMENDING THE CURRENT FEE SCHEDULE
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sam Storey
SECONDER:	Margaux Keiser
AYES:	Bertrand, Petersen, Storey, Brooks, Keiser

G. Consider Approval of Memoranda of Understanding with Labor Groups and Adopt Salary Schedule beginning June 27, 2021

RECOMMENDED ACTION:

1. Authorize the City Manager to execute the successor agreements to existing Memoranda of Understandings (MOUs) with negotiated changes for:
 - a. Confidential Employees Bargaining Group
2. Approve changes to the Management Compensation Plan
3. Approve changes to City Manager Employee Contract
4. Adopt a Resolution approving the new salary schedule

Assistant Laurent presented the staff report.

There was no public comment.

MOTION:	AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT
----------------	--

Attachment: 6-24-21 draft (Approve Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES
June 24, 2021

RESULT:

**WITH THE CONFIDENTIAL EMPLOYEES BARGAINING GROUP,
APPROVE CHANGES TO THE MANAGEMENT COMPENSATION PLAN
AND THE CITY MANAGER CONTRACT, ADOPT THE RESOLUTION
APPROVING THE NEW SALARY SCHEDULE**

ADOPTED [UNANIMOUS]

MOVER:

Sam Storey

SECONDER:

Jacques Bertrand

AYES:

Bertrand, Petersen, Storey, Brooks, Keiser

9. ADJOURNMENT

The meeting was closed at 9:01PM to the next regular meeting of the City Council on July 22, 2021.

Yvette Brooks, Mayor

ATTEST:

Chloé Woodmansee, City Clerk

Attachment: 6-24-21 draft (Approve Council Minutes)

**CAPITOLA CITY COUNCIL
DRAFT SPECIAL MEETING MINUTES
THURSDAY, JUNE 24, 2021 - 9 PM**

SPECIAL MEETING OF THE CAPITOLA CITY COUNCIL

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

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

2. ADDITIONAL MATERIALS

A. Item 4.A – Seven staff provided supporting documents

3. ADDITIONS AND DELETIONS TO THE AGENDA

4. GENERAL GOVERNMENT / PUBLIC HEARINGS

A. Consider Approval of Memoranda of Understanding with Labor Groups and Adopt Salary Schedule beginning June 27, 2021

RECOMMENDED ACTION:

1. Authorize the City Manager to execute the successor agreements to existing Memoranda of Understanding (MOU) with negotiated changes for the following groups:
 - a. Association of Capitola Employees (ACE).
 - b. Mid-Management Employees’ Bargaining Unit.
2. Adopt a Resolution approving the new salary schedule.

Assistant to the City Manager Laurent presented a staff report.

There was no public comment.

MOTION:	AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE ASSOCIATION OF CAPITOLA EMPLOYEES AND MID-MANAGEMENT EMPLOYEES BARGAINING GROUP, ADOPT THE RESOLUTION APPROVICING THE NEW SALARY SCHEDULE
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Margaux Keiser
SECONDER:	Jacques Bertrand
AYES:	Bertrand, Petersen, Storey, Brooks, Keiser

4. ADJOURNMENT

The meeting was closed at 9:08pm.

Attachment: 6-24-21 draft SPECIAL (Approve Council Minutes)

CAPITOLA CITY COUNCIL SPECIAL MEETING MINUTES
June 24, 2021

Yvette Brooks, Mayor

ATTEST:

Chloé Woodmansee, City Clerk

Attachment: 6-24-21 draft SPECIAL (Approve Council Minutes)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: Finance Department

SUBJECT: Approval of City Check Registers Dated June 4, June 11, June 18, June 25, and July 2.

RECOMMENDED ACTION: Approve check registers.

Account: City Main				
Date	Starting Check #	Ending Check #	Payment Count	Amount
6/4/2021	98086	98124	43	\$ 154,695.12
6/11/2021	98125	98170	53	\$ 178,219.19
6/18/2021	98171	98202	32	\$ 77,141.10
6/25/2021	98203	98279	83	\$ 191,926.78
7/2/2021	98280	98325	49	\$ 170,349.49

The main account check register dated May 28, 2021, ended with check #98085.

Account: Library				
Date	Starting Check/EFT #	Ending Check/EFT #	Payment Count	Amount
6/11/2021	273	273	1	\$ 2,220.00
6/18/2021	274	274	1	\$ 1,158.13
6/25/2021	275	277	3	\$ 50,607.07
7/2/2021	278	279	2	\$ 18,500.00

The library account check register dated May 28, 2021, ended with check #272.

Account: Payroll				
Date	Starting Check/EFT #	Ending Check/EFT #	Payment Count	Amount
6/4/2021	17110	17198	91	\$ 164,585.15
6/8/2021	5717	5717	1	\$ 57.88
6/18/2021	17199	17307	110	\$ 178,610.33
7/2/2021	17308	17423	120	\$ 192,445.85

The payroll account check register dated May 21, 2021, ended with EFT #17109.

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

Approval of City Check Registers
July 22, 2021

Check/ EFT	Issued to	Dept	Description	Amount
98100	Family Service Agency of the Central Coast	CM	Community grant program	\$ 12,761.82
98115	Santa Cruz County Human Services	CM	Homeless action partnership cost share	\$ 20,000.00
1144	CalPERS Health	CM	June health insurance	\$ 57,155.64
98130	Burke Williams & Sorensen	CM	April legal services	\$ 23,865.50
98161	Santa Cruz County Auditor-Controller	PD	May citation processing	\$ 11,170.50
1145	CalPERS Member Services	FN	PERS contributions PPE 5/29/21	\$ 53,557.16
1147	IRS	FN	Federal taxes & Medicare PPE 5/29/21	\$ 28,183.64
98173	Grey Bears	CD	CDBG grant program subrecipient	\$ 15,725.00
98187	Moffatt and Nichol	PW	Wharf permitting & design, groin & flume permitting, bid support	\$ 14,247.50
98194	Soquel Creek Water District	PW	Water service	\$ 11,885.60
98202	Wells Fargo	CM	May credit card charges	\$ 10,007.40
98222	Central Fire Protection District	REC	Lifeguard training	\$ 16,000.00
98247	PG&E	PW	Gas & electricity	\$ 15,169.17
1153	CalPERS Member Services	FN	PERS contributions PPE 6/12/21	\$ 53,777.06
1155	IRS	FN	Federal taxes & Medicare PPE 6/12/21	\$ 28,990.23
277	Otto Construction Inc.	PW	Library construction	\$ 47,013.55
98287	Burke Williams & Sorensen	CM	May legal services	\$ 23,670.50
98289	Cresco Equipment Rentals	PW	Beach/Lagoon equipment rental	\$ 11,139.50
98298	Granite Rock Company	PW	Flume and jetty retention release	\$ 23,193.85
1158	CalPERS Health	CM	July health insurance	\$ 57,155.64
278	Bear Electrical Solutions	PW	Clares & Wharf Rd. speed sign	\$ 16,700.00

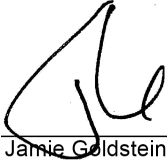
ATTACHMENTS:

1. 6-4-21 Check Register
2. 6-11-21 Check Register
3. 6-18-21 Check Register
4. 6-25-21 Check Register
5. 7-2-21 Check Register

Approval of City Check Registers
July 22, 2021

Report Prepared By: Mark Sullivan
Senior Accountant

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/14/2021

City main account checks dated June 4, 2021, numbered 98086 to 98124, totaling \$97,479.04, 4 EFTs totaling \$57,216.08, 2 payroll checks totaling \$70.83 and 89 payroll EFTs totaling \$164,514.32, for a grand total of \$319,280.27, have been reviewed and authorized for distribution by the City Manager.

As of June 4, 2021, the unaudited cash balance is \$6,223,209.41

CASH POSITION - CITY OF CAPITOLA
June 4, 2021

	6/4/2021
General Fund	\$ 646,601.55
Payroll Payables	\$ 137,816.96
Contingency Reserve Fund	\$ 2,061,345.66
Facilities Reserve Fund	\$ 522,829.72
Capital Improvement Fund	\$ 1,557,878.86
Stores Fund	\$ 55,729.98
Information Technology Fund	\$ 257,905.52
Equipment Replacement	\$ 583,832.92
Self-Insurance Liability Fund	\$ 11,877.76
Workers' Comp. Ins. Fund	\$ 221,752.04
Compensated Absences Fund	\$ 165,638.44
TOTAL UNASSIGNED GENERAL FUNDS	\$ 6,223,209.41

The Emergency Reserve Fund balance is \$1,374,205.54 (not included above).

The PERS Contingency Fund balance is \$981,012.77 (not included above).

The Library Fund balance is \$885,396.37 (not included above).



 Jamie Goldstein, City Manager

6/7/21

 Date



 Jim Malberg, City Treasurer

6/4/21

 Date

Attachment: 6-4-21 Check Register (Approval of City Check Registers)

City Checks Issued June 4, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98086	06/04/2021			ADAMS ASHBY GROUP INC	\$1,000.00
	Invoice	Date	Description		Amount
	3577	05/03/2021	April CDBG CV1 administration 1350 - CDBG Grants		\$1,000.00
98087	06/04/2021			ALVAREZ TECHNOLOGY GROUP INC	\$240.00
	Invoice	Date	Description		Amount
	59533	05/28/2021	June antivirus 2211 - IT Fund		\$240.00
98088	06/04/2021			AMAZON CAPITAL SERVICES	\$183.97
	Invoice	Date	Description		Amount
	167Y-TDK7-4M4L	04/14/2021	Tie-dye kit		\$28.17
	11YX-Q1X3-MJMW	06/01/2021	Water pump		\$29.42
	1HDN-R9WR-CXT3	06/02/2021	iPhone cases, charging cables		\$126.38
98089	06/04/2021			AUTOMATION TEST ASSOCIATES	\$40.00
	Invoice	Date	Description		Amount
	21125	05/22/2021	May wharf meter reading 1311 - Wharf		\$40.00
98090	06/04/2021			AXCIENT	\$125.00
	Invoice	Date	Description		Amount
	FY21INEFIO78371	05/31/2021	May AppAssure storage 2211 - IT Fund		\$125.00
98091	06/04/2021			BEN NOBLE URBAN AND REGIONAL PLANNING	\$9,150.00
	Invoice	Date	Description		Amount
	1339	05/19/2021	Zoning code amendments		\$1,462.50
	1326	03/08/2021	SB2 grant funded objective standards 1313 - General Plan Update	\$1,462.50	\$7,687.50
			5552 - Housing Successor	\$7,687.50	
98092	06/04/2021			CABRILLO COLLEGE STROKE CENTER	\$7,779.18
	Invoice	Date	Description		Amount
	CCSC060221	05/27/2021	Community grant program		\$7,779.18
98093	06/04/2021			CAROLYN FLYNN	\$1,812.50
	Invoice	Date	Description		Amount
	CBF-4-2021	05/03/2021	April affordable housing management services 5552 - Housing Successor		\$1,812.50
98094	06/04/2021			COMMUNITY BRIDGES	\$6,525.60
	Invoice	Date	Description		Amount
	CB060221	05/27/2021	Community grant program - Live Oak community resources		\$5,521.50
	CG060221	05/27/2021	Community grant program - child development division 1000 - General Fund	\$5,521.50	\$1,004.10
			1305 - Restricted TOT	\$1,004.10	

Attachment: 6-4-21 Check Register (Approval of City Check Registers)

City Checks Issued June 4, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98095	06/04/2021			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$860.00
	Invoice	Date	Description		Amount
	2946	05/20/2021	April televised meetings		\$860.00
98096	06/04/2021			CONFLICT RESOLUTION CENTER OF SANTA CRUZ	\$3,488.77
	Invoice	Date	Description		Amount
	CG060221	05/27/2021	Community grant program		\$3,488.77
98097	06/04/2021			CSG Consultants Inc.	\$1,543.54
	Invoice	Date	Description		Amount
	B210512	05/03/2021	April plan review services		\$1,103.54
	36686	05/14/2021	April building inspector services		\$440.00
98098	06/04/2021			DAVID SCOTT COBABE	\$1,436.40
	Invoice	Date	Description		Amount
	DSC052521	05/25/2021	Instructor payment		\$1,436.40
98099	06/04/2021			DIENTES COMMUNITY DENTAL CARE	\$1,523.53
	Invoice	Date	Description		Amount
	CG060221	05/27/2021	Community grant program		\$1,523.53
98100	06/04/2021			FAMILY SERVICE AGENCY OF THE CENTRAL COAST	\$12,761.82
	Invoice	Date	Description		Amount
	CG060221	05/27/2021	Community grant program		\$12,761.82
98101	06/04/2021			FLYERS ENERGY LLC	\$4,660.32
	Invoice	Date	Description		Amount
	21-327454	05/28/2021	200 gallons diesel		\$790.48
	21-327455	05/28/2021	951 gallons gasoline		\$3,869.84
98102	06/04/2021			GRANICUS LLC	\$1,190.70
	Invoice	Date	Description		Amount
	140252	06/01/2021	June legislative management software 1320 - PEG		\$1,190.70
98103	06/04/2021			HOME DEPOT CREDIT SERVICES	\$180.30
	Invoice	Date	Description		Amount
	7343083	05/25/2021	Bucket, spray gun, welding gloves, hooks, drill bit, plug set		\$180.30
98104	06/04/2021			KATHLEEN ASTON	\$437.50
	Invoice	Date	Description		Amount
	6	05/27/2021	Museum art collection inventory		\$437.50
98105	06/04/2021			KBA Document Solutions LLC	\$3.25
	Invoice	Date	Description		Amount
	55Y1182098	05/27/2021	Recreation copier usage charges		\$3.25

Attachment: 6-4-21 Check Register (Approval of City Check Registers)

City Checks Issued June 4, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98106	06/04/2021			LABORMAX STAFFING	\$1,641.19
	Invoice	Date	Description		Amount
	26-132919	05/28/2021	Seasonal labor 5/22 - 5/28		\$1,641.19
98107	06/04/2021			LLOYDS TIRE SERVICE	\$122.64
	Invoice	Date	Description		Amount
	206426	05/25/2021	Trailer tire		\$122.64
98108	06/04/2021			MISSION LINEN SUPPLY	\$75.00
	Invoice	Date	Description		Amount
	514864630	05/31/2021	Recreation mat service, towels, mops		\$75.00
98109	06/04/2021			NATIVE ANIMAL RESCUE	\$1,302.67
	Invoice	Date	Description		Amount
	CG060221	05/27/2021	Community grant program		\$1,302.67
98110	06/04/2021			NORTH BAY FORD	\$67.74
	Invoice	Date	Description		Amount
	279908	02/09/2021	Lamp assembly		\$67.74
98111	06/04/2021			O'REILLY AUTO PARTS	\$99.78
	Invoice	Date	Description		Amount
	2763-210594	05/19/2021	Diesel exhaust fluid		\$42.48
	2763-211598	05/24/2021	Coil, spray paint		\$57.30
98112	06/04/2021			OUTDOOR SUPPLY HARDWARE	\$61.02
	Invoice	Date	Description		Amount
	D26840	05/20/2021	Storage totes		\$61.02
98113	06/04/2021			PACIFIC GAS & ELECTRIC	\$1,036.80
	Invoice	Date	Description		Amount
	PGE052521-acct7	05/25/2021	May library electricity		\$1,036.80
98114	06/04/2021			PAST PERFECT SOFTWARE INC.	\$440.00
	Invoice	Date	Description		Amount
	2021-34339	05/25/2021	Museum support renewal 2211 - IT Fund		\$440.00
98115	06/04/2021			SANTA CRUZ COUNTY HUMAN SERVICES DEPT	\$20,000.00
	Invoice	Date	Description		Amount
	FY20-21 HAP	05/26/2021	Homeless action partnership share of costs		\$20,000.00
98116	06/04/2021			SANTA CRUZ LIVE SCAN INC.	\$150.00
	Invoice	Date	Description		Amount
	1720	06/01/2021	New hire live scans		\$150.00
98117	06/04/2021			SANTA CRUZ SENTINEL	\$632.45
	Invoice	Date	Description		Amount
	290706-0430	04/30/2021	April legal notices		\$632.45

Attachment: 6-4-21 Check Register (Approval of City Check Registers)

City Checks Issued June 4, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98118	06/04/2021			SENIOR NETWORK SERVICES INC.	\$2,782.22
	Invoice	Date	Description		Amount
	CG060221	05/27/2021	Community grant program		\$2,782.22
98119	06/04/2021			SOQUEL CREEK WATER DISTRICT	\$793.21
	Invoice	Date	Description		Amount
	13-10919-0052121	05/21/2021	2000 Wharf Road water service		\$44.04
	10-16317-0051821	05/18/2021	420 Capitola Ave. water		\$224.18
	10-16315-0051821	05/18/2021	504 Beulah Dr. water		\$63.54
	10-16316-0051821	05/18/2021	426 Capitola Ave. water		\$99.34
	13-18567-0052121	05/21/2021	2005 Wharf Rd. water		\$362.11
98120	06/04/2021			SPORT ABOUT GRAPHICS	\$3,843.17
	Invoice	Date	Description		Amount
	8008	06/01/2021	Jr. guard t-shirts		\$787.42
	8010	06/01/2021	Camp Capitola t-shirts		\$1,445.34
	8007	06/01/2021	Camp Capitola jr. leader t-shirts		\$483.09
	8009	06/01/2021	Camp Capitola staff t-shirts and hats		\$1,127.32
98121	06/04/2021			UNITED WAY OF SANTA CRUZ COUNTY	\$5,000.00
	Invoice	Date	Description		Amount
	CG060221	05/27/2021	Community grant program		\$5,000.00
98122	06/04/2021			VOLUNTEER CENTERS OF SC COUNTY	\$3,488.77
	Invoice	Date	Description		Amount
	CG060221	05/27/2021	Community grant program		\$3,488.77
98123	06/04/2021			Gaye Clemson	\$500.00
	Invoice	Date	Description		Amount
	20-0483	06/02/2021	Tree deposit refund #20-0483		\$500.00
98124	06/04/2021			Ines Marshall	\$500.00
	Invoice	Date	Description		Amount
	20-0060	05/10/2021	Tree deposit refund #20-0060		\$500.00
Check Totals:					\$97,479.04
EFT					
1141	06/02/2021			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$6.50
	Invoice	Date	Description		Amount
	0-377-265-824	05/28/2021	State taxes for employee final paychecks 1001 - Payroll		\$6.50
1142	06/01/2021			INTERNAL REVENUE SERVICE	\$51.74
	Invoice	Date	Description		Amount
	81692563	05/28/2021	Federal tax and Medicare for employee final paychecks 1001 - Payroll		\$51.74

Attachment: 6-4-21 Check Register (Approval of City Check Registers)

City Checks Issued June 4, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1143	06/03/2021			INTERNAL REVENUE SERVICE	\$2.20
	Invoice	Date	Description		Amount
	85802650	06/02/2021	Medicare for employee final paycheck 1001 - Payroll		\$2.20
1144	06/04/2021			CalPERS Health Insurance	\$57,155.64
	Invoice	Date	Description		Amount
	1001865810	06/01/2021	June health insurance 1000 - General Fund 1001 - Payroll	\$3,462.54 \$53,693.10	\$57,155.64
EFT Totals:					\$57,216.08
Main City Totals				Count	Total
Checks				39	\$97,479.04
EFTs				4	\$57,216.08
All				43	\$154,695.12
Payroll Totals					
Checks				2	\$70.83
EFTs				89	\$164,514.32
All				91	\$164,585.15
Grand Totals:					
Checks				41	\$97,549.87
EFTs				93	\$221,730.40
All				134	\$319,280.27

Attachment: 6-4-21 Check Register (Approval of City Check Registers)

City main account checks dated June 11, 2021, numbered 98125 to 98170, totaling \$77,670.63, 7 EFTs totaling \$100,548.56, 1 payroll check totaling \$57.88, and 1 library check totaling \$2,220.00, for a grand total of \$180,497.07, have been reviewed and authorized for distribution by the City Manager.

As of June 11, 2021, the unaudited cash balance is \$6,268,418.02

CASH POSITION - CITY OF CAPITOLA
June 11, 2021


	6/11/2021
General Fund	\$ 796,512.62
Payroll Payables	\$ 36,600.29
Contingency Reserve Fund	\$ 2,061,345.66
Facilities Reserve Fund	\$ 522,829.72
Capital Improvement Fund	\$ 1,557,878.86
Stores Fund	\$ 55,668.32
Information Technology Fund	\$ 254,481.39
Equipment Replacement	\$ 583,832.92
Self-Insurance Liability Fund	\$ 11,877.76
Workers' Comp. Ins. Fund	\$ 221,752.04
Compensated Absences Fund	\$ 165,638.44
TOTAL UNASSIGNED GENERAL FUNDS	\$ 6,268,418.02

The Emergency Reserve Fund balance is \$1,374,205.54 (not included above).

The PERS Contingency Fund balance is \$981,012.77 (not included above).

The Library Fund balance is \$883,146.37 (not included above).


 _____ 6/14/21
 Jamie Goldstein, City Manager Date


 _____ 6/11/21
 Jim Malberg, City Treasurer Date

Attachment: 6-11-21 Check Register (Approval of City Check Registers)

City Checks Issued June 11, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transactio Amou
98125	06/11/2021			ADT SECURITY SERVICES INC.	\$213.4
	Invoice	Date	Description		Amount
	ADT052921	05/29/2021	Corp. yard & museum ADT monitoring		\$213.46
98126	06/11/2021			AMAZON CAPITAL SERVICES	\$2,036.9
	Invoice	Date	Description		Amount
	1FVX-PVCV-7RQY	06/02/2021	Hard drives (4)		\$1,460.40
	17DR-DRDV-GGFY	06/03/2021	Sterile water, thermal blankets, instant hot packs		\$63.01
	16C1-GMRW-NR4H	06/03/2021	Face scarfs, work gloves		\$198.54
	1WFY-VGLP-GLJH	06/06/2021	iPhone case		\$21.79
	1Q41-RFHC-9VDF	06/07/2021	5 port gigabit switch		\$52.31
	1Q41-RFHC-GLG6	06/08/2021	Vinyl letters		\$50.94
	1LL6-N6CM-6WHR	06/09/2021	Dodgeballs		\$189.96
			1000 - General Fund	\$502.45	
			2211 - IT Fund	\$1,534.50	
98127	06/11/2021			AT&T	\$9.20
	Invoice	Date	Description		Amount
	ATT060121	06/01/2021	June long distance charges		\$9.20
			1000 - General Fund	\$4.53	
			2211 - IT Fund	\$4.67	
98128	06/11/2021			BAY PHOTO LAB	\$32.39
	Invoice	Date	Description		Amount
	17227293	06/07/2021	Museum prints		\$32.39
98129	06/11/2021			BIOBAG AMERICAS INC.	\$2,740.00
	Invoice	Date	Description		Amount
	481466	06/03/2021	Dog waste bags		\$2,740.00
98130	06/11/2021			BURKE WILLIAMS AND SORENSEN LLP	\$23,865.00
	Invoice	Date	Description		Amount
	269320	05/24/2021	COVID-19 legal services		\$104.00
	269321	05/24/2021	April legal services		\$1,035.50
	269322	05/24/2021	April legal services		\$142.50
	269315	05/24/2021	April legal services - employment		\$171.00
	269319	05/24/2021	April labor negotiations		\$6,526.50
	269316	05/24/2021	April legal services		\$14,560.00
	269318	05/24/2021	April legal services - planning		\$1,144.00
	269317	05/24/2021	April code enforcement		\$182.00
98131	06/11/2021			CA DEPARTMENT OF JUSTICE	\$245.00
	Invoice	Date	Description		Amount
	514143	06/03/2021	Employee fingerprinting		\$245.00
98132	06/11/2021			CALIFORNIA GREY BEARS INC.	\$2,860.00
	Invoice	Date	Description		Amount
	GB040821	04/08/2021	E-waste/styrofoam recycling services		\$2,860.00

Attachment: 6-11-21 Check Register (Approval of City Check Registers)

City Checks Issued June 11, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transactio Amou
98133	06/11/2021			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,441.5
	Invoice	Date	Description		Amount
	POA060421	06/04/2021	POA and gym dues PPE 5/29/21 1001 - Payroll		\$1,441.50
98134	06/11/2021			CLEAN BUILDING MAINTENANCE CO.	\$5,433.9
	Invoice	Date	Description		Amount
	27614	05/31/2021	May janitorial services 1000 - General Fund \$4,673.48 1311 - Wharf Fund \$760.44		\$5,433.92
98135	06/11/2021			CRYSTAL SPRINGS WATER CO.	\$275.8
	Invoice	Date	Description		Amount
	CSW053121	05/31/2021	May drinking water		\$275.80
98136	06/11/2021			D & G SANITATION	\$1,674.1
	Invoice	Date	Description		Amount
	281340	05/31/2021	Esplanade hand wash station		\$119.90
	281341	05/31/2021	Skate park hand wash station, portable toilets		\$623.25
	281342	05/31/2021	Jade st. park hand wash station rental		\$119.90
	281343	05/31/2021	Cortez park hand wash station		\$119.90
	281345	05/31/2021	Wharf portable toilets		\$444.55
	281344	05/31/2021	Lower parking lot portable toilet rental 1000 - General Fund \$1,229.75 1311 - Wharf Fund \$444.55		\$246.80
98137	06/11/2021			ELEVATOR SERVICE COMPANY INC.	\$180.0
	Invoice	Date	Description		Amount
	32971	06/01/2021	Quarterly elevator lube and inspection		\$180.00
98138	06/11/2021			EWING IRRIGATION	\$135.8
	Invoice	Date	Description		Amount
	14318726	05/26/2021	Jade St. park valve key, hose swivel		\$135.89
98139	06/11/2021			FERGUSON ENTERPRISES INC 795	\$64.3
	Invoice	Date	Description		Amount
	9267789	06/03/2021	Brass fittings, adapters		\$64.36
98140	06/11/2021			FLYERS ENERGY LLC	\$1,924.1
	Invoice	Date	Description		Amount
	21-329879	06/03/2021	324 gallons of gasoline		\$1,335.27
	21-329880	06/03/2021	149 gallons of diesel		\$588.92
98141	06/11/2021			GINA ENRIQUEZ	\$2,880.0
	Invoice	Date	Description		Amount
	GE060821	06/08/2021	Instructor payment		\$2,880.14
98142	06/11/2021			HINDERLITER DELLAMAS AND ASSOCIATES	\$2,286.8
	Invoice	Date	Description		Amount
	SIN009091	06/03/2021	Sales tax auditing services		\$2,286.88

Attachment: 6-11-21 Check Register (Approval of City Check Registers)

City Checks Issued June 11, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transactio Amou
98143	06/11/2021			HOME DEPOT CREDIT SERVICES	\$208.9
	Invoice	Date	Description		Amount
	9633955	06/02/2021	Tote, storage box, tape		\$134.11
	4520928	06/07/2021	Multi brush set, hacksaw, tube bending tool, 3M super 77		\$74.88
98144	06/11/2021			INTERNATIONAL BRONZE PLAQUE COMPANY	\$149.0
	Invoice	Date	Description		Amount
	21-58729	06/04/2021	Memorial bench plaque		\$149.00
98145	06/11/2021			INTERSTATE BATTERY SYSTEM OF SAN JOSE INC	\$109.9
	Invoice	Date	Description		Amount
	120114676	06/07/2021	Battery		\$109.95
98146	06/11/2021			KBA Document Solutions LLC	\$60.6
	Invoice	Date	Description		Amount
	55Y1184078	06/04/2021	City Hall and Recreation copier usage charges		\$60.68
			1000 - General Fund	\$17.00	
			2211 - IT Fund	\$43.68	
98147	06/11/2021			KING'S PAINT AND PAPER INC.	\$134.4
	Invoice	Date	Description		Amount
	A0311861	06/09/2021	Paint, supplies		\$134.40
98148	06/11/2021			LABORMAX STAFFING	\$1,034.9
	Invoice	Date	Description		Amount
	26-112486	06/04/2021	Seasonal labor 5/29 - 6/3/21		\$1,034.96
98149	06/11/2021			MESITI-MILLER ENGINEERING INC	\$3,959.0
	Invoice	Date	Description		Amount
	0521024	05/27/2021	Peery park bridge inspection		\$3,959.00
			1310 - Gas Tax		
98150	06/11/2021			MID COUNTY AUTO SUPPLY	\$32.1
	Invoice	Date	Description		Amount
	MID-1299164	06/02/2021	Shift cable		\$32.16
98151	06/11/2021			MISSION LINEN SUPPLY	\$257.1
	Invoice	Date	Description		Amount
	514873781	06/02/2021	Fleet uniform cleaning, shop towels		\$33.99
	514832580	05/26/2021	Corp. yard uniform cleaning, towels		\$92.66
	514873782	06/02/2021	Corp. yard uniform cleaning, towels		\$96.95
	514911254	06/09/2021	Fleet uniform cleaning, shop towels		\$33.99
98152	06/11/2021			MISSION PRINTERS	\$51.1
	Invoice	Date	Description		Amount
	61704	06/08/2021	Project manager business cards		\$51.29
98153	06/11/2021			NATHAN KESSLER	\$200.0
	Invoice	Date	Description		Amount
	NK060821	05/27/2021	Work boots reimbursement		\$200.00

Attachment: 6-11-21 Check Register (Approval of City Check Registers)

City Checks Issued June 11, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98154	06/11/2021			NORTH BAY FORD	\$282.1
	Invoice	Date	Description		Amount
	281348	06/01/2021	2016 Ford Explorer radiator, hose, cap, antifreeze		\$226.30
	281208	05/21/2021	Transmitter		\$55.77
98155	06/11/2021			O'REILLY AUTO PARTS	\$113.27
	Invoice	Date	Description		Amount
	2763-214431	06/07/2021	Diesel exhaust fluid		\$113.27
98156	06/11/2021			OUTDOOR SUPPLY HARDWARE	\$201.64
	Invoice	Date	Description		Amount
	D37182	06/03/2021	Rubber tip, air line nipple, inflator gun		\$105.64
	D36486	06/02/2021	Rope, spring snap, bucket, screw eye		\$96.14
98157	06/11/2021			PALACE BUSINESS SOLUTIONS	\$428.85
	Invoice	Date	Description		Amount
	611509-0	06/07/2021	Paper, markers		\$61.66
	4082013-0	06/08/2021	Museum foam board, alcohol wipes		\$27.50
	4080625-0	06/03/2021	Camp supplies, notebooks, markers, binders, mailer tube		\$135.54
	4082001-0	06/08/2021	Scissors, pencils, paper, markers, parachute cord, sharpener		\$203.85
			1000 - General Fund	\$366.89	
			2210 - Stores Fund	\$61.66	
98158	06/11/2021			PLATINUM TINTING	\$300.00
	Invoice	Date	Description		Amount
	126840	06/08/2021	2018 Ford Explorer tint		\$300.00
98159	06/11/2021			ROYAL WHOLESALE ELECTRIC	\$35.75
	Invoice	Date	Description		Amount
	7719-1005189	06/07/2021	Low profile lamp holder		\$35.75
98160	06/11/2021			SAN LORENZO LUMBER	\$529.12
	Invoice	Date	Description		Amount
	55-0644719	06/03/2021	Lifeguard tower supplies		\$82.48
	55-0642534	05/25/2021	Lumber, gloves, screws		\$151.05
	55-0639314	05/12/2021	Lumber		\$218.12
	55-0639307	05/12/2021	Screws, gloves, drop cloth		\$77.44
98161	06/11/2021			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$11,170.50
	Invoice	Date	Description		Amount
	SCC053121	05/31/2021	May citation processing		\$11,170.50
98162	06/11/2021			SANTA CRUZ SENTINEL	\$584.00
	Invoice	Date	Description		Amount
	0001294398	05/31/2021	May legal ads		\$584.00
98163	06/11/2021			SOUZA'S ICE CREAM AND CANDY	\$1,350.00
	Invoice	Date	Description		Amount
	Souza060321	06/04/2021	Camp Capitola ice cream		\$1,350.00

Attachment: 6-11-21 Check Register (Approval of City Check Registers)

City Checks Issued June 11, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transactio Amou
98164	06/11/2021			SPECTRUM BUSINESS	\$4,233.69
	Invoice	Date	Description		Amount
	0000178060121	06/01/2021	May internet service		\$4,233.69
			1000 - General Fund	\$2,053.41	
			2211 - IT Fund	\$2,180.28	
98165	06/11/2021			T MOBILE	\$196.01
	Invoice	Date	Description		Amount
	TM052121	05/21/2021	May cell phone usage		\$196.01
98166	06/11/2021			THE HOME DEPOT PRO	\$1,653.74
	Invoice	Date	Description		Amount
	619627094	05/27/2021	Janitorial supplies		\$1,653.74
98167	06/11/2021			US BANK PARS Acct 6746022400	\$316.46
	Invoice	Date	Description		Amount
	PARS052921	06/04/2021	PARS contributions PPE 5/29/21		\$316.46
			1001 - Payroll		
98168	06/11/2021			WESTERN EXTERMINATOR COMPANY	\$128.00
	Invoice	Date	Description		Amount
	8122311	05/03/2021	May City Hall rodent control		\$64.00
	8122312	05/03/2021	May turnouts rodent control		\$64.00
98169	06/11/2021			ZUMAR INDUSTRIES INC.	\$1,400.22
	Invoice	Date	Description		Amount
	93226	05/27/2021	Parking lot number stencils		\$1,400.22
98170	06/11/2021			PG&E CFM PPC	\$250.00
	Invoice	Date	Description		Amount
	PGE120766057	06/04/2021	Replace light and install shield on PGE pole (paid by resident)		\$250.00
Check Totals:					\$77,670.69
EFT					
1145	06/07/2021			CalPERS Member Services Division	\$53,557.16
	Invoice	Date	Description		Amount
	1001867814-7	06/04/2021	PERS contributions PPE 5/29/21		\$53,557.16
			1001 - Payroll		
1146	06/07/2021			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$8,348.68
	Invoice	Date	Description		Amount
	1-773-190-816	06/04/2021	State taxes PPE 5/29/21		\$8,348.68
			1001 - Payroll		
1147	06/07/2021			INTERNAL REVENUE SERVICE	\$28,183.64
	Invoice	Date	Description		Amount
	35837489	06/03/2021	Federal taxes & Medicare PPE 5/29/21		\$28,183.64
			1001 - Payroll		

Attachment: 6-11-21 Check Register (Approval of City Check Registers)

City Checks Issued June 11, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transactio Amou
1148	06/07/2021			STATE DISBURSEMENT UNIT	\$767.53
	Invoice	Date	Description		Amount
	36021655	06/04/2021	Employee garnishments PPE 5/29/21 1001 - Payroll		\$767.53
1149	06/08/2021			VOYA FINANCIAL	\$8,606.00
	Invoice	Date	Description		Amount
	VOYA052921	06/04/2021	Employee 457 contributions PPE 5/29/21 1001 - Payroll		\$8,606.07
1150	06/09/2021			INTERNAL REVENUE SERVICE	\$1.82
	Invoice	Date	Description		Amount
	43357247	06/08/2021	Medicare employee's final paycheck 1001 - Payroll		\$1.82
1151	06/11/2021			WELLS FARGO BANK	\$1,083.66
	Invoice	Date	Description		Amount
	WF061121	06/11/2021	June client analysis charges		\$1,083.66
EFT Totals:					\$100,548.11
Library					
273	06/11/2021			BOGARD CONSTRUCTION INC.	\$2,220.00
	Invoice	Date	Description		Amount
	1607070-57	05/31/2021	May library project management services		\$2,220.00
Library Totals:					\$2,220.00
Main City Totals					
				Count	Total
Checks				46	\$77,670.00
EFTs				7	\$100,548.11
All				53	\$178,219.11
Payroll Totals					
Checks				1	\$57.11
EFTs				0	\$0.00
All				1	\$57.11
Library Totals					
Checks				1	\$2,220.00
EFTs				0	\$0.00
All				1	\$2,220.00
Grand Totals:					
Checks				48	\$79,948.11
EFTs				7	\$100,548.11
All				55	\$180,497.11

Attachment: 6-11-21 Check Register (Approval of City Check Registers)

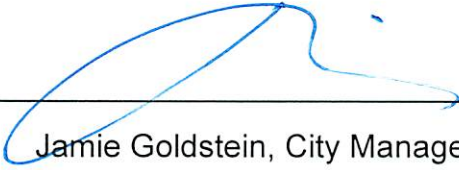
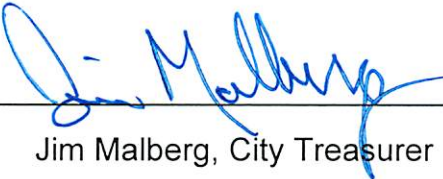
City main account checks dated June 18, 2021, numbered 98171 to 98202, totaling \$77,141.10, 109 payroll EFTs totaling \$178,610.33, and 1 library check totaling \$1,158.13, for a grand total of \$256,909.56, have been reviewed and authorized for distribution by the City Manager.

As of June 18, 2021, the unaudited cash balance is \$6,287,534.81

CASH POSITION - CITY OF CAPITOLA
June 18, 2021

	6/18/2021
General Fund	\$ 696,435.84
Payroll Payables	\$ 171,635.28
Contingency Reserve Fund	\$ 2,061,345.66
Facilities Reserve Fund	\$ 522,829.72
Capital Improvement Fund	\$ 1,543,631.36
Stores Fund	\$ 55,191.95
Information Technology Fund	\$ 253,363.84
Equipment Replacement	\$ 583,832.92
Self-Insurance Liability Fund	\$ 11,877.76
Workers' Comp. Ins. Fund	\$ 221,752.04
Compensated Absences Fund	\$ 165,638.44
TOTAL UNASSIGNED GENERAL FUNDS	\$ 6,287,534.81

The Emergency Reserve Fund balance is \$1,374,205.54 (not included above).
The PERS Contingency Fund balance is \$981,012.77 (not included above).
The Library Fund balance is \$880,660.49 (not included above).

 Jamie Goldstein, City Manager	6/21/21 Date
 Jim Malberg, City Treasurer	6/21/21 Date

Attachment: 6-18-21 Check Register (Approval of City Check Registers)

City Checks Issued June 18, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98171	06/18/2021			AMAZON CAPITAL SERVICES	\$382.25
	Invoice	Date	Description		Amount
	1LDK-LHKY-97GK	06/10/2021	Scissors, disc cones		\$45.84
	1DXQ-YVCN-W1WN	06/10/2021	Hard drive		\$302.09
	1CWJ-F7WW-NY7H	06/15/2021	Gauze pads, bandages		\$34.32
			1000 - General Fund	\$80.16	
			2211 - IT Fund	\$302.09	
98172	06/18/2021			B & B SMALL ENGINE REPAIR	\$417.15
	Invoice	Date	Description		Amount
	475326	06/07/2021	Chain saw spark plug, mix oil, chain, wrench, DL chain		\$417.15
98173	06/18/2021			CALIFORNIA GREY BEARS INC.	\$15,725.00
	Invoice	Date	Description		Amount
	GBCDBG-CV1	03/31/2021	CDBG grant program subrecipient - healthy food for seniors 1351 - CDBG Program Income		\$15,725.00
98174	06/18/2021			CAROLYN FLYNN	\$2,610.00
	Invoice	Date	Description		Amount
	CBF-5-2021	06/07/2021	May affordable housing program management 5552 - Housing Successor		\$2,610.00
98175	06/18/2021			COMMUNITY PRINTERS	\$1,453.91
	Invoice	Date	Description		Amount
	29477011	06/14/2021	BIA visitor's guide brochure 1321 - BIA		\$1,453.91
98176	06/18/2021			D & M TRAFFIC SERVICES	\$218.00
	Invoice	Date	Description		Amount
	78023	05/03/2021	Esplanade waterwall rental		\$218.00
98177	06/18/2021			DOCTORS ON DUTY	\$35.00
	Invoice	Date	Description		Amount
	1388063	05/29/2021	New employee medical testing		\$35.00
98178	06/18/2021			FERGUSON ENTERPRISES INC 795	\$2,173.17
	Invoice	Date	Description		Amount
	9274443	06/11/2021	Speed roter, markers, caps, disposable tank		\$2,173.17
98179	06/18/2021			FLYERS ENERGY LLC	\$2,525.90
	Invoice	Date	Description		Amount
	21-334310	06/11/2021	452 gallons of gasoline		\$1,919.26
	21-334311	06/11/2021	150 gallons diesel		\$606.64
98180	06/18/2021			HOME DEPOT CREDIT SERVICES	\$1,507.41
	Invoice	Date	Description		Amount
	8641732	05/24/2021	Curb paint		\$21.19
	6624275	05/26/2021	Spray paint, woven rollers, rust stopper		\$23.44
	0642741	06/01/2021	Lumber, screws, joint compound, shims		\$205.42
	8634025	06/03/2021	Casing legs, putty knife, tools, lubricant, putty, primer		\$571.36
	7326082	06/04/2021	Surveyor vests		\$107.58
	7562634	06/04/2021	Five tool combo kit		\$325.91
	7602521	06/04/2021	Lithium-ion battery pack		\$206.01
	7643129	06/04/2021	Paint for graffiti coverup		\$24.07
	4634655	06/07/2021	Strap wrench		\$22.43

Attachment: 6-18-21 Check Register (Approval of City Check Registers)

City Checks Issued June 18, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98181	06/18/2021			HOSE SHOP	\$770.08
	Invoice	Date	Description		Amount
	435310	06/14/2021	PVC discharge hose, shank coupler, adapter, clamp, hose assembly		\$770.08
98182	06/18/2021			INTERSTATE TRAFFIC CONTROL PRODUCTS	\$2,901.62
	Invoice	Date	Description		Amount
	244665	06/03/2021	Sign posts		\$1,338.31
	244666	06/03/2021	Sign posts		\$1,563.31
98183	06/18/2021			KBA Document Solutions LLC	\$24.21
	Invoice	Date	Description		Amount
	55Y1185959	06/11/2021	City Hall copier usage charges 2211 - IT Fund		\$24.21
98184	06/18/2021			LABORMAX STAFFING	\$1,448.96
	Invoice	Date	Description		Amount
	26-114285	06/11/2021	Seasonal labor 6/5 - 6/11		\$1,448.96
98185	06/18/2021			MILLER'S TRANSFER & STORAGE CO.	\$287.10
	Invoice	Date	Description		Amount
	93020	06/08/2021	June record storage and warehouse handling		\$287.10
98186	06/18/2021			MISSION LINEN SUPPLY	\$167.66
	Invoice	Date	Description		Amount
	514932764	06/14/2021	Recreation mats, mops, towels		\$75.00
	514911255	06/09/2021	Corp. yard uniform cleaning, towels		\$92.66
98187	06/18/2021			MOFFATT AND NICHOL	\$14,247.50
	Invoice	Date	Description		Amount
	761018	06/16/2021	Wharf permits, design, groin & flume permitting, bid support 1200 - Capital Improvement Fund		\$14,247.50
98188	06/18/2021			OUTDOOR SUPPLY HARDWARE	\$287.25
	Invoice	Date	Description		Amount
	D40663	06/08/2021	Socket adapters, impact sockets		\$128.24
	D41833	06/10/2021	Spring snaps, snap links		\$60.95
	D41804	06/10/2021	Ratchet tie down , 200" open reel		\$98.06
98189	06/18/2021			PACIFIC GAS & ELECTRIC	\$9.89
	Invoice	Date	Description		Amount
	PGE061121-acct0	06/11/2021	Wharf Road Rispin Mansion utilities		\$9.89
98190	06/18/2021			PALACE BUSINESS SOLUTIONS	\$153.21
	Invoice	Date	Description		Amount
	4082192-0	06/09/2021	Pens, origami, pencils, watercolors, paint		\$153.21
98191	06/18/2021			S&S WORLDWIDE INC.	\$249.42
	Invoice	Date	Description		Amount
	IN100776466	06/08/2021	Playground ball, hoops, craft kit, lacing assortment, paper		\$249.42
98192	06/18/2021			SAN LORENZO LUMBER	\$100.34
	Invoice	Date	Description		Amount
	55-0645206	06/07/2021	Sun glasses		\$25.50
	55-0645399	06/07/2021	Memorial plaque lumber		\$74.84

Attachment: 6-18-21 Check Register (Approval of City Check Registers)

City Checks Issued June 18, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98193	06/18/2021			SANTA CRUZ AUTO PARTS INC.	\$142.07
	Invoice	Date	Description		Amount
	14508-407012	05/12/2021	Grease, oil filter, wiper blades		\$142.07
98194	06/18/2021			SOQUEL CREEK WATER DISTRICT	\$11,885.60
	Invoice	Date	Description		Amount
	06-14476-0060321	06/03/2021	430 Kennedy Drive water service		\$177.86
	42-14952-0052821	05/28/2021	Cortez Park irrigation		\$1,305.37
	42-15297-0052821	05/28/2021	426 Capitola Ave irrigation		\$136.94
	42-15751-0152821	05/28/2021	2005 Wharf Road irrigation		\$534.30
	42-15969-0052821	05/28/2021	Lawn Way irrigation		\$281.81
	42-16122-0052821	05/28/2021	Esplanade fountain irrigation		\$60.88
	42-10504-0052821	05/28/2021	Cliff Drive irrigation		\$59.08
	42-11090-0152821	05/28/2021	Capitola Road irrigation		\$136.94
	42-11467-0052821	05/28/2021	Jade Street park irrigation		\$6,485.29
	42-11517-0052821	05/28/2021	41st Avenue irrigation		\$136.94
	42-14404-0052821	05/28/2021	Monterey Ave. Nobel Gulch Park irrigation		\$892.13
	42-16130-0052821	05/28/2021	Wharf Road irrigation		\$59.08
	42-16136-0052821	05/28/2021	1400 Wharf Road irrigation		\$652.47
	42-16407-0052821	05/28/2021	Bay Ave. irrigation		\$59.08
	34-18508-0052721	05/27/2021	1510 McGregor Drive water service		\$59.47
	42-14431-0052821	05/28/2021	Monterey Ave irrigation		\$685.92
	42-17688-0052821	05/28/2021	Lawn Way irrigation		\$102.96
	42-18238-0052821	05/28/2021	Capitola Road irrigation		\$59.08
			1000 - General Fund	\$11,233.13	
			1311 - Wharf Fund	\$652.47	
98195	06/18/2021			THE HOME DEPOT PRO	\$1,863.21
	Invoice	Date	Description		Amount
	620711770	06/03/2021	Cleaning Supplies		\$1,618.07
	621000231	06/04/2021	Nitrile gloves		\$245.14
98196	06/18/2021			TODD HANSON	\$3,300.00
	Invoice	Date	Description		Amount
	2021-013	05/25/2021	BIA website 1321 - BIA		\$3,300.00
98197	06/18/2021			TRANSPORTATION ALLIANCE BANK INC.	\$1,352.96
	Invoice	Date	Description		Amount
	664421	06/14/2021	Sweeper blended filaments, G.B. set 1310 - Gas Tax		\$1,352.96
98198	06/18/2021			US BANK EQUIPMENT FINANCE	\$288.83
	Invoice	Date	Description		Amount
	444919401	06/03/2021	PD copier lease		\$288.83
98199	06/18/2021			US BANK EQUIPMENT FINANCE	\$315.01
	Invoice	Date	Description		Amount
	444473631	05/28/2021	City Hall copier leases 2210 - Stores Fund		\$315.01
98200	06/18/2021			US BANK EQUIPMENT FINANCE	\$103.57
	Invoice	Date	Description		Amount
	444918643	06/03/2021	Recreation copier lease		\$103.57

Attachment: 6-18-21 Check Register (Approval of City Check Registers)

City Checks Issued June 18, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98201	06/18/2021			US BANK EQUIPMENT FINANCE	\$187.42
	Invoice	Date	Description		Amount
	444918882	06/03/2021	City Hall & Recreation copier leases		\$187.42
			1000 - General Fund	\$26.06	
			2210 - Stores Fund	\$161.36	
98202	06/18/2021			WELLS FARGO BANK	\$10,007.40
	Invoice	Date	Description		Amount
	WF060321	06/03/2021	May credit card charges		\$10,007.40
			1000 - General Fund	\$7,888.40	
			1360 - Library Fund	\$1,327.75	
			2211 - IT Fund	\$791.25	
			Purchases over \$500:		
			IBOATS	\$947.10	Ocean swim area buoy
			Applus Technologies	\$3,630.88	Smog daddy machine
			Frame Circus	\$1,000.00	Library art frames
			Pulltarps MFG	\$1,831.67	Tarps
			Santa Cruz Jobs.com	\$598.00	Job postings
			PDNC Inc.	\$791.25	Software/installation
Check Totals:					\$77,141.10
Library					
274	06/18/2021			ONE WORKPLACE L. FERRARI	\$1,158.13
	Invoice	Date	Description		Amount
	959371	06/03/2021	Labor to refurbish light switch, open cabinets at library		\$1,158.13
Library Totals:					\$1,158.13
Main City Totals					
				Count	Total
Checks				32	\$77,141.10
EFTs				0	\$0.00
All				32	\$77,141.10
Payroll Totals					
Checks				1	\$0.00
EFTs				109	\$178,610.33
All				110	\$178,610.33
Library Totals					
Checks				1	\$1,158.13
EFTs				0	\$0.00
All				1	\$1,158.13
Grand Totals:					
Checks				34	\$78,299.23
EFTs				109	\$178,610.33
All				143	\$256,909.56

Attachment: 6-18-21 Check Register (Approval of City Check Registers)

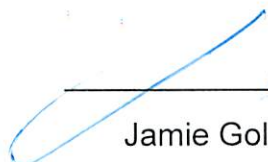

City main account checks dated June 25, 2021, numbered 98203 to 98279, totaling \$91,204.21, 6 EFTs totaling \$100,722.57, and 3 library checks totaling \$50,607.07, for a grand total of \$242,533.85, have been reviewed and authorized for distribution by the City Manager.

As of June 25, 2021, the unaudited cash balance is \$6,655,624.91

**CASH POSITION - CITY OF CAPITOLA
June 25, 2021**

	6/25/2021
General Fund	\$ 1,177,837.25
Payroll Payables	\$ 58,740.22
Contingency Reserve Fund	\$ 2,061,345.66
Facilities Reserve Fund	\$ 522,829.72
Capital Improvement Fund	\$ 1,543,631.36
Stores Fund	\$ 55,021.28
Information Technology Fund	\$ 253,118.26
Equipment Replacement	\$ 583,832.92
Self-Insurance Liability Fund	\$ 11,877.76
Workers' Comp. Ins. Fund	\$ 221,752.04
Compensated Absences Fund	\$ 165,638.44
TOTAL UNASSIGNED GENERAL FUNDS	\$ 6,655,624.91

The Emergency Reserve Fund balance is \$1,374,205.54 (not included above).
The PERS Contingency Fund balance is \$981,012.77 (not included above).
The Library Fund balance is \$830,053.42 (not included above).

 Jamie Goldstein, City Manager	6/30/21 Date
 Jim Malberg, City Treasurer	6/28/21 Date

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98203	06/21/2021			PITNEY BOWES	\$239.79
	Invoice	Date	Description		Amount
	1018389451	06/17/2021	Recreation postage machine red ink		\$92.64
	1018223927	05/27/2021	Recreation postage machine rental		\$147.15
98204	06/25/2021			A TOOL SHED	\$425.00
	Invoice	Date	Description		Amount
	1505893-5	06/16/2021	Weed mower and trailer rental		\$65.00
	1505445-5	06/18/2021	Lagoon submersible electric pump, discharge hose		\$360.00
98205	06/25/2021			ADAMS ASHBY GROUP INC	\$812.50
	Invoice	Date	Description		Amount
	3647	06/03/2021	CDBG-CV1 general admin., contract setup 1350 - CDBG Grants		\$812.50
98206	06/25/2021			ALAMEDA COUNTY SHERIFF'S OFFICE	\$400.00
	Invoice	Date	Description		Amount
	ACSO71021	06/15/2021	Slow speed EVOG for 2 recruits - POST		\$400.00
98207	06/25/2021			ALLIED UNIVERSAL	\$344.93
	Invoice	Date	Description		Amount
	11330501	06/03/2021	June Jade St. park foot patrol		\$344.93
98208	06/25/2021			AMAZON CAPITAL SERVICES	\$19.07
	Invoice	Date	Description		Amount
	1HL1-13DT-JVCT	06/18/2021	Hyper extension brace		\$19.07
98209	06/25/2021			AT&T/CALNET 3	\$215.08
	Invoice	Date	Description		Amount
	000016611703	06/13/2021	June telephone service		\$215.08
			1000 - General Fund	\$163.44	
			2211 - IT Fund	\$51.64	
98210	06/25/2021			AT&T/CALNET 3	\$1,187.84
	Invoice	Date	Description		Amount
	000016612371	06/13/2021	June T-1 access		\$1,187.84
98211	06/25/2021			AUTOMATION TEST ASSOCIATES	\$40.00
	Invoice	Date	Description		Amount
	21178	06/22/2021	May wharf meter reading 1311 - Wharf		\$40.00
98212	06/25/2021			B & B SMALL ENGINE REPAIR	\$577.66
	Invoice	Date	Description		Amount
	476409	06/21/2021	Weeder, pruning saw, saw blade		\$577.66
98213	06/25/2021			BAY PHOTO LAB	\$19.50
	Invoice	Date	Description		Amount
	17287771	06/22/2021	Museum flat bed scan		\$19.50
98214	06/25/2021			BEAR ELECTRICAL SOLUTIONS INC.	\$646.80
	Invoice	Date	Description		Amount
	13113	05/28/2021	May traffic signal maintenance - routine 1310 - Gas Tax		\$646.80

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98215	06/25/2021			BEN NOBLE URBAN AND REGIONAL PLANNING	\$900.00
	Invoice	Date	Description		Amount
	1345	06/16/2021	May final revisions to certified zoning code 1313 - General Plan Update		\$900.00
98216	06/25/2021			BROWNELLS INC.	\$108.98
	Invoice	Date	Description		Amount
	20930599.00	04/22/2021	Lock box		\$108.98
98217	06/25/2021			CALE AMERICA INC.	\$1,829.00
	Invoice	Date	Description		Amount
	164169	05/27/2021	Cale meters		\$1,829.00
98218	06/25/2021			CALIFORNIA COAST UNIFORM COMPANY	\$368.30
	Invoice	Date	Description		Amount
	8747	06/08/2021	Tailoring changes		\$30.00
	8748	06/08/2021	Tailoring changes		\$5.00
	8709	05/17/2021	Uniform tailoring changes		\$21.00
	8707	05/17/2021	Uniform tailoring changes		\$16.00
	8708	05/17/2021	Tailoring changes		\$75.00
	8710	05/17/2021	Polo shirt, pants, cap, tailoring changes		\$221.30
98219	06/25/2021			CALIFORNIA POLICE CHIEFS ASSOCIATION	\$585.00
	Invoice	Date	Description		Amount
	18207	05/01/2021	Captain membership FY22		\$145.00
	18439	05/01/2021	Chief membership FY22		\$440.00
98220	06/25/2021			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,441.50
	Invoice	Date	Description		Amount
	POA 061821	06/18/2021	POA & Gym Dues PPE 6/12/21 1001 - Payroll		\$1,441.50
98221	06/25/2021			CATTO'S GRAPHICS INC.	\$513.48
	Invoice	Date	Description		Amount
	32428	06/21/2021	Banner signs		\$513.48
98222	06/25/2021			CENTRAL FIRE PROTECTION DISTRICT	\$16,000.00
	Invoice	Date	Description		Amount
	7683	06/18/2021	Lifeguard training		\$16,000.00
98223	06/25/2021			CSG Consultants Inc.	\$1,329.57
	Invoice	Date	Description		Amount
	B210720	06/01/2021	May building plan review services		\$1,119.57
	37175	06/11/2021	May building inspection services		\$210.00
98224	06/25/2021			EQUITABLE	\$2,496.00
	Invoice	Date	Description		Amount
	1217243	05/11/2021	June LTD, STD, AD&D, life insurance 1000 - General Fund \$78.46 1001 - Payroll \$2,417.54		\$2,496.00

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98225	06/25/2021			EWING IRRIGATION	\$81.98
	Invoice	Date	Description		Amount
	14543710	06/21/2021	Wire splice kit, pop-up rotor		\$81.98
98226	06/25/2021			FARWEST NURSERY	\$109.41
	Invoice	Date	Description		Amount
	33107	06/15/2021	Village plants		\$109.41
98227	06/25/2021			FLYERS ENERGY LLC	\$3,400.56
	Invoice	Date	Description		Amount
	21-337967	06/17/2021	315 gallons gasoline		\$1,334.24
	21-337968	06/17/2021	87 gallons diesel		\$353.86
	21-290313	03/25/2021	433 gallons gasoline		\$1,712.46
98228	06/25/2021			GALLS LLC	\$222.06
	Invoice	Date	Description		Amount
	018456613	05/26/2021	Returned leather holder		(\$53.56)
	018476260	05/28/2021	Tasers (2)		\$124.87
	018478027	05/28/2021	Boots		\$150.75
98229	06/25/2021			GARDAWORLD	\$211.63
	Invoice	Date	Description		Amount
	10640340	06/01/2021	June armored car service		\$211.63
98230	06/25/2021			HOME DEPOT CREDIT SERVICES	\$919.66
	Invoice	Date	Description		Amount
	1643960	06/10/2021	Mud pan, glass cleaner, clamps, goggles, couplers		\$123.85
	6010006	06/15/2021	Cable ties, rust stopper, paint and epoxy		\$39.44
	5522169	06/16/2021	Jade St. cement, plug wrench, plumbers wrench, grid drain		\$202.64
	7514969	06/14/2021	Lumber, level, lock, tools, supplies		\$553.73
98231	06/25/2021			HUMBOLDT PETROLEUM LLC	\$71.50
	Invoice	Date	Description		Amount
	090310	06/10/2021	May/June car washes		\$13.00
	090269	05/31/2021	May car washes		\$19.50
	090233	05/20/2021	May car washes		\$13.00
	090199	05/10/2021	May car washes		\$26.00
98232	06/25/2021			JOSE LOPEZ	\$4,000.00
	Invoice	Date	Description		Amount
	Lopez060721	06/07/2021	Prep, prime, and paint pay stations		\$4,000.00
98233	06/25/2021			KBA Document Solutions LLC	\$193.94
	Invoice	Date	Description		Amount
	55Y1187350	06/17/2021	City Hall copier usage charges 2211 - IT Fund		\$193.94
98234	06/25/2021			KING'S PAINT AND PAPER INC.	\$309.02
	Invoice	Date	Description		Amount
	A0312253	06/18/2021	Paint		\$309.02
98235	06/25/2021			LABORMAX STAFFING	\$1,478.54
	Invoice	Date	Description		Amount
	26-116202	06/18/2021	Seasonal labor 6/12 - 6/18		\$1,478.54

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98236	06/25/2021			LIUNA PENSION FUND	\$985.60
	Invoice	Date	Description		Amount
	FD0112	06/18/2021	June LIUNA Pension Dues 1001 - Payroll		\$985.60
98237	06/25/2021			LUXLAUNDER	\$1,518.49
	Invoice	Date	Description		Amount
	LL053021	05/31/2021	PD mat cleaning		\$98.56
	LL053121	05/31/2021	May uniform cleaning		\$628.16
	LL043021	04/01/2021	April uniform cleaning		\$791.77
98238	06/25/2021			MASTER CLEANERS	\$364.97
	Invoice	Date	Description		Amount
	MC053121	05/31/2021	May uniform cleaning		\$159.45
	MC043021	04/24/2021	April uniform cleaning		\$205.52
98239	06/25/2021			MBS BUSINESS SYSTEMS	\$810.08
	Invoice	Date	Description		Amount
	405953	06/17/2021	Staples		\$92.48
	406168	06/21/2021	PD quarterly copier usage charges		\$717.60
98240	06/25/2021			MID COUNTY AUTO SUPPLY	\$224.85
	Invoice	Date	Description		Amount
	MID-1311658	06/10/2021	Speed sensor		\$77.43
	MID-1312551	06/11/2021	Air flow sensor		\$64.84
	MID-1312644	06/11/2021	Primer, gloves		\$82.58
98241	06/25/2021			MISSION LINEN SUPPLY	\$130.94
	Invoice	Date	Description		Amount
	514952611	06/16/2021	Fleet uniform cleaning, towels		\$33.99
	514952612	06/16/2021	Corp. yard uniform service, mats, towels		\$96.95
98242	06/25/2021			MISSION PRINTERS	\$170.67
	Invoice	Date	Description		Amount
	61734	06/15/2021	Envelopes 2210 - Stores Fund		\$170.67
98243	06/25/2021			MOTOROLA SOLUTIONS INC.	\$1,425.60
	Invoice	Date	Description		Amount
	8230324819	05/19/2021	Crime reports subscription		\$1,425.60
98244	06/25/2021			NAPA AUTO PARTS	\$146.10
	Invoice	Date	Description		Amount
	6841-055774	05/28/2021	Blister pack capsules, POR15, chassis paint		\$146.10
98245	06/25/2021			NICHOLE BRYANT LEBLOND	\$435.98
	Invoice	Date	Description		Amount
	NB062321	06/23/2021	Camp snack food reimbursement		\$435.98
98246	06/25/2021			OUTDOOR SUPPLY HARDWARE	\$235.19
	Invoice	Date	Description		Amount
	D45371	06/15/2021	Jade St. paint		\$6.20
	D49640	06/21/2021	Rispin paint supplies, paint		\$99.33
	D49636	06/21/2021	Socket rail, socket set, combo wrench set, hex key set		\$129.66

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98247	06/25/2021			PACIFIC GAS & ELECTRIC	\$15,169.17
	Invoice	Date	Description		Amount
	PGE061521-acct5	06/15/2021	Pacific Cove parking lot utilities		\$1,280.10
	PGE061521-acct9	06/15/2021	June gas and electricity		\$13,889.07
			1000 - General Fund	\$5,939.78	
			1300 - SLESF	\$71.97	
			1310 - Gas Tax	\$6,680.84	
			1311 - Wharf	\$2,476.58	
98248	06/25/2021			PALACE BUSINESS SOLUTIONS	\$245.33
	Invoice	Date	Description		Amount
	612076-0	06/11/2021	Paper, pop-up dispenser		\$64.62
	610753-0	05/26/2021	Pens, paper, clips, tape, receipt book		\$128.45
	610753-1	05/27/2021	Clips		\$3.22
	610901-0	05/27/2021	Paper		\$49.04
98249	06/25/2021			PET PALS DISCOUNT PET SUPPLIES	\$318.24
	Invoice	Date	Description		Amount
	2468628	05/19/2021	K-9 supplies		\$318.24
98250	06/25/2021			PETERSON CATERPILLAR	\$270.48
	Invoice	Date	Description		Amount
	PC080186380	06/16/2021	Switch		\$270.48
98251	06/25/2021			PHOENIX GROUP INFORMATION SYSTEMS	\$7,325.97
	Invoice	Date	Description		Amount
	000203	05/06/2021	Green citation envelopes		\$3,663.00
	042021070	05/18/2021	April citation processing		\$3,662.97
98252	06/25/2021			PREFERRED BENEFIT INSURANCE ADMIN.	\$5,378.60
	Invoice	Date	Description		Amount
	EIA40666	06/01/2021	June dental & vision insurance		\$5,378.60
			1000 - General Fund	\$185.60	
			1001 - Payroll	\$5,193.00	
98253	06/25/2021			RAY ALLEN MANUFACTURING LLC	\$152.14
	Invoice	Date	Description		Amount
	RINV185960	05/14/2021	K-9 muzzle		\$152.14
98254	06/25/2021			ROYAL WHOLESALE ELECTRIC	\$142.06
	Invoice	Date	Description		Amount
	7719-1005579	06/18/2021	Tote bag, wire strippers, 5-in-1 screw driver, AC volt meter		\$142.06
98255	06/25/2021			RYDIN DECAL	\$417.16
	Invoice	Date	Description		Amount
	380097	06/02/2021	2021 and 2022 residential parking permits		\$417.16
98256	06/25/2021			SALINAS VALLEY PRO SQUAD	\$178.07
	Invoice	Date	Description		Amount
	315081	06/01/2021	Boots		\$178.07
98257	06/25/2021			SAN JOSE BMW MOTORCYCLES	\$1,719.10
	Invoice	Date	Description		Amount
	265431	05/21/2021	2019 BMW motorcycle 24k service, rear brakes, new battery		\$1,719.10

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98258	06/25/2021			SANTA CLARA COUNTY OFFICE OF THE SHERIFF	\$1,000.00
	Invoice	Date	Description		Amount
	1800077151	05/18/2021	Range fees for two days		\$1,000.00
98259	06/25/2021			SANTA CRUZ AUTO PARTS INC.	\$268.00
	Invoice	Date	Description		Amount
	14508-410551	06/16/2021	Stikit production sheet, discs		\$34.98
	14508-410053	06/11/2021	Oil filters, hydraulic fluid, fuel filters		\$233.02
98260	06/25/2021			SANTA CRUZ COUNTY INFORMATION SERVICES	\$640.81
	Invoice	Date	Description		Amount
	SCC052721	05/27/2021	June open query service		\$640.81
98261	06/25/2021			SANTA CRUZ COUNTY SHERIFF-CORONER	\$3,843.72
	Invoice	Date	Description		Amount
	521 CPD	06/08/2021	May booking fees		\$3,843.72
98262	06/25/2021			SANTA CRUZ FIRE EQUIPMENT CO.	\$234.49
	Invoice	Date	Description		Amount
	108308	06/08/2021	Wharf fire suppression system service, fusible links, nozzle cap 1311 - Wharf		\$234.49
98263	06/25/2021			SANTA CRUZ MUNICIPAL UTILITIES	\$326.24
	Invoice	Date	Description		Amount
	SCMU053121	05/31/2021	May water service for medians		\$326.24
98264	06/25/2021			SANTA CRUZ OCCUPATIONAL MEDICAL CENTER	\$105.00
	Invoice	Date	Description		Amount
	I-19245	05/31/2021	New employee medical exams		\$105.00
98265	06/25/2021			SERVPRO OF SANTA CRUZ	\$182.79
	Invoice	Date	Description		Amount
	2263	06/10/2021	Bio cleaning vehicle 181		\$182.79
98266	06/25/2021			STAPLES ADVANTAGE	\$291.88
	Invoice	Date	Description		Amount
	8062333199	05/22/2021	Paper plates, napkins, spoons, cups, knives, forks		\$212.99
	8062191039	05/08/2021	Paper plates, paper towels, pen refills		\$78.89
98267	06/25/2021			STATE CONTROLLERS OFFICE	\$131.89
	Invoice	Date	Description		Amount
	FTB-00002861	05/24/2021	2020 offsets program		\$131.89
98268	06/25/2021			SUMMIT UNIFORMS	\$80.84
	Invoice	Date	Description		Amount
	73943	05/01/2021	Wooden baton		\$31.68
	73942	05/01/2021	Wooden baton, baton ring		\$49.16
98269	06/25/2021			THE HOME DEPOT PRO	\$265.63
	Invoice	Date	Description		Amount
	623173143	06/15/2021	Latex gloves		\$265.63
98270	06/25/2021			THIRD DEGREE COMMUNICATIONS INC.	\$525.00
	Invoice	Date	Description		Amount
	9551	04/06/2021	Interview and interrogation class - POST funded		\$525.00

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98271	06/25/2021			UNITED WAY OF SANTA CRUZ COUNTY	\$20.00
	Invoice	Date	Description		Amount
	UW 063021	06/17/2021	June Employee United Way Contribution 1001 - Payroll		\$20.00
98272	06/25/2021			UPEC LIUNA LOCAL 792	\$807.50
	Invoice	Date	Description		Amount
	UPEC063021	06/04/2021	June UPEC Dues 1001 - Payroll		\$807.50
98273	06/25/2021			UPS	\$13.14
	Invoice	Date	Description		Amount
	0000954791201	05/15/2021	PD shipping		\$13.14
98274	06/25/2021			US BANK PARS Acct 6746022400	\$1,442.04
	Invoice	Date	Description		Amount
	PARS 061821	06/18/2021	PARS contribution PPE 6/12/21 1001 - Payroll		\$1,442.04
98275	06/25/2021			WATCHGUARD VIDEO	\$541.95
	Invoice	Date	Description		Amount
	ACCINV0030802	05/13/2021	WiFi cameras, center mounts		\$541.95
98276	06/25/2021			WITMER-TYSON IMPORTS INC.	\$650.00
	Invoice	Date	Description		Amount
	T14036	05/20/2021	April K-9 training		\$650.00
98277	06/25/2021			Ana Abbey	\$25.00
	Invoice	Date	Description		Amount
	AA052521	05/25/2021	Parking permit refund		\$25.00
98278	06/25/2021			Damian Muzzio	\$78.00
	Invoice	Date	Description		Amount
	199127733	06/14/2021	Citation refund		\$78.00
98279	06/25/2021			Rodger Shaheen	\$467.20
	Invoice	Date	Description		Amount
	21-0197	06/18/2021	1530 49th Ave. deposit refund		\$467.20
Check Totals:					\$91,204.21
EFT					
1152	06/25/2021			WEX HEALTH INC.	\$135.00
	Invoice	Date	Description		Amount
	0001347838-IN	05/31/2021	May COBRA and FSA admin.		\$135.00
1153	06/25/2021			CalPERS Member Services Division	\$53,777.06
	Invoice	Date	Description		Amount
	1001880834-7	06/18/2021	PERS contributions PPE 6/12/21 1001 - Payroll		\$53,777.06

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City Checks Issued June 25, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1154	06/21/2021			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$8,486.69
	Invoice	Date	Description		Amount
	0-489-496-992	06/18/2021	State taxes PPE 6/12/21 1001 - Payroll		\$8,486.69
1155	06/21/2021			INTERNAL REVENUE SERVICE	\$28,990.23
	Invoice	Date	Description		Amount
	33755647	06/18/2021	Federal taxes & Medicare PPE 6/12/21 1001 - Payroll		\$28,990.23
1156	06/21/2021			STATE DISBURSEMENT UNIT	\$767.53
	Invoice	Date	Description		Amount
	36165565	06/18/2021	Employee Garnishment PPE 6/12/21 1001 - Payroll		\$767.53
1157	06/25/2021			VOYA FINANCIAL	\$8,566.06
	Invoice	Date	Description		Amount
	VOYA061821	06/18/2021	457 contributions PPE 6/12/21 1001 - Payroll		\$8,566.06
EFT Totals:					\$100,722.57
Library					
275	06/25/2021			JOHN F OTTO INC ESCROW NO 02-701154	\$3,226.33
	Invoice	Date	Description		Amount
	13965retainer	06/14/2021	Library construction retainer		\$3,226.33
276	06/25/2021			ONE WORKPLACE L. FERRARI	\$367.19
	Invoice	Date	Description		Amount
	959446-2	06/03/2021	Labor to remove and re-install library work surfaces		\$367.19
277	06/25/2021			OTTO CONSTRUCTION INC.	\$47,013.55
	Invoice	Date	Description		Amount
	13965	06/14/2021	May library construction		\$47,013.55
Library Totals:					\$50,607.07
Main City Totals					
				Count	Total
Checks				77	\$91,204.21
EFTs				6	\$100,722.57
All				83	\$191,926.78
Library Totals					
Checks				3	\$50,607.07
EFTs				0	\$0.00
All				3	\$50,607.07
Grand Totals:					
Checks				80	\$141,811.28
EFTs				6	\$100,722.57
All				86	\$242,533.85

Attachment: 6-25-21 Check Register (Approval of City Check Registers)

City main account checks dated July 2, 2021, numbered 98280 to 98325, totaling \$112,627.64, 3 EFTs totaling \$57,721.85, 2 library checks totaling \$18,500.00 and 4 payroll checks and 116 EFTs totaling \$192,445.85, for a grand total of \$381,295.34, have been reviewed and authorized for distribution by the City Manager.

As of July 2, 2021, the unaudited cash balance is \$6,244,510.85.


CASH POSITION - CITY OF CAPITOLA
July 2, 2021

	7/2/2021
General Fund	\$ 214,947.21
Payroll Payables	\$ 144,432.38
Contingency Reserve Fund	\$ 2,061,345.66
Facilities Reserve Fund	\$ 522,829.72
Capital Improvement Fund	\$ 1,498,937.51
Stores Fund	\$ 69,765.14
Information Technology Fund	\$ 335,631.05
Equipment Replacement	\$ 683,832.92
Self-Insurance Liability Fund	\$ 130,133.01
Workers' Comp. Ins. Fund	\$ 318,799.79
Compensated Absences Fund	\$ 263,856.46
TOTAL UNASSIGNED GENERAL FUNDS	\$ 6,244,510.85

The Emergency Reserve Fund balance is \$1,374,205.54 (not included above).
The PERS Contingency Fund balance is \$981,012.77 (not included above).
The Library Fund balance is \$811,553.42 (not included above).



Jamie Goldstein, City Manager 7/12/21
Date



Jim Malberg, City Treasurer 7/2/21
Date

Attachment: 7-2-21 Check Register (Approval of City Check Registers)

City Checks Issued July 2, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98280	07/02/2021			2ND NATURE SOFTWARE INC.	\$6,710.00
	Invoice	Date	Description		Amount
	00023	06/15/2021	Storm water compliance software license renewal		\$6,710.00
98281	07/02/2021			A TOOL SHED	\$141.90
	Invoice	Date	Description		Amount
	1507048-5	06/24/2021	Centrifugal gas trash pump rental		\$141.90
98282	07/02/2021			AFLAC	\$1,241.18
	Invoice	Date	Description		Amount
	200994	06/29/2021	June supplemental insurance 1001 - Payroll		\$1,241.18
98283	07/02/2021			ALLIED UNIVERSAL	\$738.92
	Invoice	Date	Description		Amount
	11437203	07/01/2021	July McGregor skate park foot patrol		\$356.42
	11437204	07/01/2021	July Esplanade park foot patrol		\$382.50
98284	07/02/2021			ALVAREZ TECHNOLOGY GROUP INC	\$247.50
	Invoice	Date	Description		Amount
	59714	06/16/2021	July antivirus 2211 - IT Fund		\$247.50
98285	07/02/2021			AMAZON CAPITAL SERVICES	\$1,437.36
	Invoice	Date	Description		Amount
	13WJ-GPHN-GT9W	06/27/2021	Whistles, volleyballs, radios, tie dye kits, cornhole set		\$514.25
	1JCN-X36D-C7DQ	06/28/2021	External CD drive		\$23.86
	1YDQ-GY99-P7DD	06/30/2021	Welder		\$899.25
			1000 - General Fund	\$1,413.50	
			2211 - IT Fund	\$23.86	
98286	07/02/2021			AMBAG	\$3,216.00
	Invoice	Date	Description		Amount
	4126	07/01/2021	FY 21-22 member jurisdiction dues		\$3,216.00
98287	07/02/2021			BURKE WILLIAMS AND SORENSEN LLP	\$23,670.50
	Invoice	Date	Description		Amount
	269856	06/08/2021	May labor and employment legal services		\$26.00
	269859	06/08/2021	May labor negotiations		\$7,324.50
	269857	06/08/2021	May city attorney services		\$14,851.50
	269858	06/08/2021	May planning legal services		\$806.00
	269860	06/08/2021	May COVID legal services		\$260.00
	269861	06/08/2021	May legal services		\$260.00
	269862	06/08/2021	May legal services		\$142.50
98288	07/02/2021			CODE PUBLISHING COMPANY INC	\$7,161.75
	Invoice	Date	Description		Amount
	70233	06/30/2021	Municipal code website update		\$7,161.75

Attachment: 7-2-21 Check Register (Approval of City Check Registers)

City Checks Issued July 2, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98289	07/02/2021			CRESCO EQUIPMENT RENTALS	\$11,139.50
	Invoice	Date	Description		Amount
	5416483-0001	06/18/2021	Beach/lagoon equipment rental		\$11,139.50
98290	07/02/2021			CSMFO	\$110.00
	Invoice	Date	Description		Amount
	300007301	06/28/2021	Account clerk membership		\$110.00
98291	07/02/2021			EWING IRRIGATION	\$424.90
	Invoice	Date	Description		Amount
	14592549	06/25/2021	Skate park backflow blanket, screw driver		\$97.14
	14554571	06/22/2021	PVC coupling		\$51.07
	14553341	06/22/2021	Village PVC parts, bow rake, shovels		\$276.69
98292	07/02/2021			FERGUSON ENTERPRISES INC 795	\$1,219.23
	Invoice	Date	Description		Amount
	9306788	06/22/2021	Jade St. plumbing supplies		\$1,196.82
	9308570	06/22/2021	Jade St. plumbing supplies		\$22.41
98293	07/02/2021			FLYERS ENERGY LLC	\$2,214.71
	Invoice	Date	Description		Amount
	21-342109	06/25/2021	110 gallons diesel		\$441.08
	21-342108	06/25/2021	425 gallons gasoline		\$1,773.63
98294	07/02/2021			FRANK PERRY	\$35.59
	Invoice	Date	Description		Amount
	FP062821	06/21/2021	Museum ink cartridge, utility knife, magnets		\$35.59
98295	07/02/2021			FRIENDS OF SANTA CRUZ COUNTY PARKS	\$5,000.00
	Invoice	Date	Description		Amount
	26	06/22/2021	"Getting outside the frame" art installation 1315 - Public Art		\$5,000.00
98296	07/02/2021			GEORGE McMENAMIN	\$260.00
	Invoice	Date	Description		Amount
	GM041221	04/12/2021	Bay St. and Peery park maintenance		\$260.00
98297	07/02/2021			GRANICUS LLC	\$1,190.70
	Invoice	Date	Description		Amount
	141178	07/01/2021	July legislative management software 1320 - PEG		\$1,190.70
98298	07/02/2021			GRANITE ROCK COMPANY	\$23,193.85
	Invoice	Date	Description		Amount
	995690	06/25/2021	Flume and Jetty projects retention release 1200 - CIP		\$23,193.85

Attachment: 7-2-21 Check Register (Approval of City Check Registers)

City Checks Issued July 2, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98299	07/02/2021			HOME DEPOT CREDIT SERVICES	\$826.38
	Invoice	Date	Description		Amount
	4060657	06/17/2021	Commercial fan		\$151.51
	8052897	06/23/2021	Key ring, primer, scrapers, storage box, keys, batteries		\$118.74
	8622550	06/23/2021	Sand		\$19.19
	5630983	06/16/2021	Jade St. supplies		\$164.76
	4030538	06/17/2021	Jade St. supplies		\$153.83
	4621676	06/17/2021	Padlocks, staples, multi-tool, lightning cable		\$105.35
	7523267	06/24/2021	Sponges, drain opener, bucket, extension cord		\$113.00
98300	07/02/2021			HOSE SHOP	\$24.45
	Invoice	Date	Description		Amount
	435717	06/28/2021	Adapter		\$24.45
98301	07/02/2021			iWorQ Systems Inc.	\$4,375.00
	Invoice	Date	Description		Amount
	195173	06/01/2021	Community development package FY 21-22 1317 - Technology Fee Fund		\$4,375.00
98302	07/02/2021			KATHLEEN ASTON	\$490.00
	Invoice	Date	Description		Amount
	7	06/29/2021	Museum art collection & Begonia festival inventory		\$490.00
98303	07/02/2021			KATHY D'ANGELO	\$400.00
	Invoice	Date	Description		Amount
	000V-06102021	06/23/2021	Shoot and edit Frank Perry interview		\$400.00
98304	07/02/2021			KBA Document Solutions LLC	\$3.25
	Invoice	Date	Description		Amount
	55Y1188444	06/23/2021	Recreation copier usage charges		\$3.25
98305	07/02/2021			KING'S PAINT AND PAPER INC.	\$116.70
	Invoice	Date	Description		Amount
	A0312470	06/24/2021	Curb paint, duo pack covers		\$103.64
	A0312478	06/24/2021	Graffiti removal supplies		\$13.06
98306	07/02/2021			LABORMAX STAFFING	\$1,212.38
	Invoice	Date	Description		Amount
	26-118151	06/25/2021	Seasonal labor 6/20 - 6/25		\$1,212.38
98307	07/02/2021			LAURA ALIOTO	\$960.00
	Invoice	Date	Description		Amount
	LA062921	06/29/2021	Instructor payment		\$960.00
98308	07/02/2021			LLOYDS TIRE SERVICE	\$308.06
	Invoice	Date	Description		Amount
	206707	06/17/2021	Flat repair and new tire		\$308.06

Attachment: 7-2-21 Check Register (Approval of City Check Registers)

City Checks Issued July 2, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98309	07/02/2021			METROPOLITAN TRANSPORTATION COMMISSION	\$1,500.00
	Invoice	Date	Description		Amount
	4926-AR12078	05/11/2021	StreetSaver annual subscription FY 21-22 1310 - Gas Tax		\$1,500.00
98310	07/02/2021			MID COUNTY AUTO SUPPLY	\$13.98
	Invoice	Date	Description		Amount
	MID-1320357	06/17/2021	Oscillating fan		\$13.98
98311	07/02/2021			MISSION LINEN SUPPLY	\$201.65
	Invoice	Date	Description		Amount
	514995309	06/23/2021	Fleet uniform cleaning, towels		\$33.99
	514995310	06/23/2021	Corp. yard uniform cleaning, towels		\$92.66
	515024269	06/28/2021	Recreation mats, mops, towels		\$75.00
98312	07/02/2021			NETFILE INC	\$4,000.00
	Invoice	Date	Description		Amount
	7363	06/11/2021	Annual subscription for agency services 2211 - IT Fund		\$4,000.00
98313	07/02/2021			NORTH BAY FORD	\$199.79
	Invoice	Date	Description		Amount
	281559	06/17/2021	2011 Ford window regulator, handle		\$91.80
	281560	06/17/2021	2018 Ford Explorer cover		\$2.93
	281591	06/21/2021	Tube assembly, door part		\$105.06
98314	07/02/2021			OUTDOOR SUPPLY HARDWARE	\$708.55
	Invoice	Date	Description		Amount
	D45363	06/15/2021	Demount clips, end caps, coupling		\$59.75
	D46731	06/17/2021	10 piece saw hole plumber		\$130.79
	D46162	06/16/2021	P-trap, adapters, flanges		\$83.86
	D50382	06/22/2021	Hose nozzle, potting soil		\$26.14
	D50237	06/22/2021	Jade St. ball valve		\$21.79
	D49767	06/21/2021	Paint brush set, adapters		\$44.74
	D51548	06/24/2021	Jade St. paint		\$12.40
	D41304	06/09/2021	Bucket, gloves, screws, concrete patch		\$113.50
	D41903	06/10/2021	Paint container, pipe caps		\$33.50
	D42555	06/11/2021	Sanding belt, adhesive, ladder hook, sandpaper		\$35.71
	D39952	06/07/2021	Brush, earmuffs, mini roller, spray paint, pail		\$68.18
	D46175	06/16/2021	Gloves		\$34.86
	D50223	06/22/2021	Pipe adapters, supply tubes, wood chisel		\$43.33
98315	07/02/2021			PACIFIC GAS & ELECTRIC	\$975.86
	Invoice	Date	Description		Amount
	PGE062421-acct7	06/24/2021	Library electricity		\$975.86

Attachment: 7-2-21 Check Register (Approval of City Check Registers)

City Checks Issued July 2, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
98316	07/02/2021			PALACE BUSINESS SOLUTIONS	\$183.85
	Invoice	Date	Description		Amount
	4085632-0	06/22/2021	Camp supplies		\$62.30
	612741-0	06/22/2021	Paper, pocket calculator, tape, foam, pens		\$121.55
98317	07/02/2021			S&S WORLDWIDE INC.	\$76.88
	Invoice	Date	Description		Amount
	IN100790236	06/24/2021	Sidewalk chalk, neon pony beads		\$76.88
98318	07/02/2021			SAN LORENZO LUMBER	\$10.78
	Invoice	Date	Description		Amount
	55-0648916	06/22/2021	Adjustable spanner wrench		\$10.78
98319	07/02/2021			SPORT ABOUT GRAPHICS	\$1,148.31
	Invoice	Date	Description		Amount
	6292021C	06/21/2021	Camp shirts		\$275.22
	6292021B	06/03/2021	Camp shirts		\$372.78
	6292021A	05/25/2021	Camp shirts		\$500.31
98320	07/02/2021			T MOBILE	\$196.01
	Invoice	Date	Description		Amount
	TM062121	06/21/2021	June cell phone usage		\$196.01
98321	07/02/2021			THE HOME DEPOT PRO	\$631.01
	Invoice	Date	Description		Amount
	623980828	06/18/2021	Cleaning Supplies		\$631.01
98322	07/02/2021			TPX COMMUNICATIONS	\$1,560.01
	Invoice	Date	Description		Amount
	144378587-0	06/23/2021	June phone service		\$1,560.01
			1000 - General Fund	\$844.16	
			2211 - IT Fund	\$715.85	
98323	07/02/2021			US BANK EQUIPMENT FINANCE	\$256.14
	Invoice	Date	Description		Amount
	446532699	06/23/2021	New copiers		\$256.14
			2210 - Stores Fund		
98324	07/02/2021			VERIZON WIRELESS	\$2,823.01
	Invoice	Date	Description		Amount
	9881654767	06/10/2021	June telephone charges		\$2,823.01
98325	07/02/2021			VOLGISTICS INC.	\$72.00
	Invoice	Date	Description		Amount
	51407500	06/23/2021	Museum six months volunteer records management		\$72.00
Check Totals:					\$112,627.64

Attachment: 7-2-21 Check Register (Approval of City Check Registers)

City Checks Issued July 2, 2021

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
EFT					
1158	07/01/2021			CalPERS Health Insurance	\$57,155.64
	Invoice	Date	Description		Amount
	1001885686	07/01/2021	July health insurance		\$57,155.64
			1000 - General Fund	\$3,462.54	
			1001 - Payroll	\$53,693.10	
1159	07/01/2021			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$118.88
	Invoice	Date	Description		Amount
	1-977-397-664	06/30/2021	State tax employee final paycheck		\$118.88
			1001 - Payroll		
1160	07/01/2021			INTERNAL REVENUE SERVICE	\$447.33
	Invoice	Date	Description		Amount
	63913301	06/30/2021	Federal tax & Medicare final paychecks		\$447.33
			1001 - Payroll		
EFT Totals:					<u>\$57,721.85</u>
Library					
278	07/02/2021			BEAR ELECTRICAL SOLUTIONS INC.	\$16,700.00
	Invoice	Date	Description		Amount
	13205	06/29/2021	Clares & Wharf Rd. speed sign installed		\$16,700.00
279	07/02/2021			BOGARD CONSTRUCTION INC.	\$1,800.00
	Invoice	Date	Description		Amount
	160707-58	06/30/2021	Library project management services		\$1,800.00
Library Totals:					<u>\$18,500.00</u>
Main City Totals					
				Count	Total
Checks				46	\$112,627.64
EFTs				3	\$57,721.85
All				49	\$170,349.49
Payroll Totals					
Checks				4	\$3,655.54
EFTs				116	\$188,790.31
All				120	\$192,445.85
Library Totals					
Checks				2	\$18,500.00
EFTs				0	\$0.00
All				2	\$18,500.00
Grand Totals:					
Checks				52	\$134,783.18
EFTs				119	\$246,512.16
All				171	\$381,295.34

Attachment: 7-2-21 Check Register (Approval of City Check Registers)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: City Manager Department

SUBJECT: Community Grants Strategic Plan Contract

RECOMMENDED ACTION: Direct the City Manager to enter into a contract with Optimal Solutions Consulting for \$29,400 to develop a strategic plan to implement the process improvements to the Capitola Community Grant Program approved by the Council on February 13, 2020.

BACKGROUND: The Capitola Community Grant Program (CGP) has historically helped fund more than 30 community organizations in Santa Cruz County.

In July 2019, the City issued a Request for Proposal for a review of the CGP. The City awarded the contract to Optimal Solutions Consulting (OSC) to review the City's Community Grant Program (CGP) and recommend process improvements to better meet the needs of the City and the community.

OSC presented its recommendations at the February 13, 2020 City Council meeting and Council directed staff to proceed with an incremental change approach, including:

- Revising the application;
- Developing a data-driven process;
- Reviewing allocation and reporting methods;
- Aligning priorities with community needs; and
- Possibly working with other funders.

The COVID-19 pandemic paused progress on most of these items and the overall program, as the fiscal year 2020-21 budget did not include funding for the CGP. Council approved a reduced funding amount for the CGP at the mid-year budget review and asked that the revised application be used at that time.

The City Council approved the Fiscal Year 2021-22 Budget with funding for the CGP strategic plan, with the intention of paying for the recommended changes to the CGP program.

DISCUSSION: Optimum Solutions Consulting has submitted a proposal to create a strategic plan for the CGP to implement the changes approved by City Council.

The process to create a strategic plan will include the following.

- Reviewing and compiling existing data,
- Convening stakeholder input sessions with community-based organizations,

Strategic Plan Contract
July 22, 2021

- Creating a Community Profile,
- Facilitating focus groups,
- Developing funding allocation strategies,
- Identifying opportunities to work with other funders,
- Facilitating study sessions with Councilmembers, and
- Assisting with implementation.

The planned work would be completed in time for the 2022-23 fiscal year CGP funding cycle.

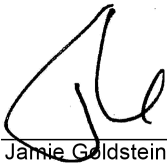
FISCAL IMPACT: The Fiscal Year 2021-22 budget includes funding for preparation of the proposed strategic plan.

ATTACHMENTS:

1. Capitola Community Grants Strategic Plan- OSC SOW

Report Prepared By: Larry Laurent
Assistant to the City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/15/2021



City of Capitola Community Grants Program Proposal to Implement Recommended Process Improvements

Submitted June 4, 2021

Background

In July 2019, the City of Capitola (the City) contracted with Optimal Solutions Consulting (OSC) to review the City's Community Grant Program (CGP) and recommend process improvements in order to better meet the needs of the City and the community. The review was initiated at the request of the City Council, in recognition that the structure of the CGP application, award, and reporting processes has made it difficult to determine the impact of the City's investments on the Capitola community.

The consulting team of Nicole Young (OSC) and Nicole Lezin, Cole Communications (subcontractor to OSC) reviewed existing CGP materials, researched examples of similar grant programs, and met with or interviewed City staff, Councilmembers, and a small sample of grantees. This review generated several insights about the strengths and challenges of the current process for awarding funds, as well as opportunities for improvement and greater impact. OSC presented the key findings and recommendations for improving the CGP to the City Council in February 2020, and the Council approved the recommended incremental change approach, directing staff to:

- Revise the program application
- Develop a data-driven process
- Review the allocation and reporting, and
- Align priorities and consider working with other funders.

Staff updated the Community Grant application as recommended, but implementation of the remaining recommendations—and the CGP itself—had to be paused due to COVID-19. In the Spring of 2021, the City reopened the Community Grant application process for the remainder of Fiscal Year 2020-21, and included funds for the CGP in the Fiscal 2021-22 budget.

The City is now ready to resume its efforts to implement recommended CGP improvements to and has requested assistance from OSC. This proposal reflects the Council's previous direction to make incremental changes, as well as newer developments in the countywide Collective of Results and Evidence-based (CORE) Investments movement (e.g., an online CORE Results Menu linked to community-level impacts and indicators) and concurrent strategic conversations occurring among local funders as the County and City of Santa Cruz prepare for the next CORE Investments funding cycle.

Proposed Scope of Work & Budget

The proposed budget is based on an hourly consultant fee of \$175/hour. The tasks, hours, and costs described in the tables below are estimated for the purpose of this bid and represent the anticipated maximum based on current information. Actual tasks, hours, and costs may be increased or decreased during contract negotiation and/or as the project progresses, based on mutual agreement between the consultant and client.

Tasks	Timeline & Est. Hrs	Est. Cost
1. Review and compile existing data, including: <ul style="list-style-type: none"> • Citywide data from DataShare SCC, City staff, and other sources • Current CGP grant materials • City's budget and revenue streams 	July – Aug 2021 16 hrs	\$2,800
2. <i>Convene stakeholder input sessions with community-based organizations and other local/regional funders to gather input and share best practices and lessons learned about data-driven priority-setting, grant applications, funding allocation methodologies, and reporting processes, and operationalizing equity in funding processes (via CORE Investments consultation for the County)</i>	July – Sept 2021	No charge (Est. value \$20,000)
3. Create a Community Profile (brief handout or infographic) summarizing data on community strengths and needs, how the City's investments align with the eight CORE Conditions for Health and Well-being and related community indicators, and current/potential opportunities to leverage CGP funds; Review and finalize with City staff	Sept 2021 24 hrs	\$4,200
4. Plan and facilitate up to three (3) 90-minute focus groups (and/or surveys) with City residents, business owners, and other partners/stakeholders invited by the City to hear the community's perspective about priorities for Capitola's CGP <ul style="list-style-type: none"> • Use Community Profile as discussion tool • Prepare summary of themes 	Oct – Nov 2021 30 hrs	\$5,250
5. Develop more detailed descriptions of up to three (3) potential Community Grant funding allocation strategies that would support the Council's selected priorities.	Oct – Nov 2021 16 hrs	\$2,800
6. <i>Identify opportunities for the City of Capitola to align with (complement) and/or co-invest with other funders in shared priorities that encompass Capitola and other parts of the County (via CORE Investments consultation for the County),</i>	Oct – Nov 2021	No charge (Est. value \$1,400)

Tasks	Timeline & Est. Hrs	Est. Cost
7. Plan and facilitate a half-day retreat (or a series of shorter study sessions) with City Councilmembers and staff to learn about and discuss potential changes to the Community Grant funding allocation strategies. <ul style="list-style-type: none"> • Use Community Profile and summary of input session(s) to facilitate discussion on community strengths, needs, and priorities • Gauge which funding allocation strategies Councilmembers are interested in exploring • Prepare summary of Council’s decisions about priorities and funding allocation strategies to explore, including slide deck and suggested talking points 	Dec 2021 – Jan 2022 50 hrs	\$8,750
8. Assist City staff with adapting CGP application, review, and reporting processes for the new funding cycle, based on the Council’s agreements about priorities and funding allocation strategies.	Jan – Mar 2022 32 hrs	\$5,600
Subtotal	168	\$29,400

Attachment: Capitola Community Grants Strategic Plan- OSC SOW (Strategic Plan Contract)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: Public Works Department

SUBJECT: 41st Avenue Traffic Signal Coordination Project Authorization to Advertise for Construction Bids

RECOMMENDED ACTION: Approve the plans, specifications, and estimate for the 41st Avenue Adaptive Signal Control project (estimated at \$420,000) and authorize advertising for construction bids.

BACKGROUND: Public Works staff has been working with the Monterey Unified Air Pollution Control District (Air Board) to install an adaptive signal control system along 41st Avenue. The Air Board has granted funds for the installation of signal coordination software for City-controlled traffic signals at the 41st Avenue intersections at Clares Street, the Mall entrance, Capitola Road, and Jade/Brommer. Funds have also been granted to tie-in the State operated intersections at the northbound Highway 1 ramp, southbound Highway 1 ramp, and Gross Road. The plans and specifications for the work on the City-owned signals have been completed by the consulting engineers Kimley-Horn. The engineer's estimate for this work is \$420,000.

City staff is working with the State for their approval of the Highway 1 intersection work; however, the State has not yet approved the project and it is unlikely approval will be received soon. Due to the delays in the State approvals, staff recommends moving forward with the City intersections. When and if State approval is received, staff will evaluate options to complete that work. This project is also being coordinated with the County of Santa Cruz Public Works Department, which is completing a similar project along the Soquel Drive corridor.

DISCUSSION: The project schedule is as follows:

Plan Approval	July 22, 2021
Bid Opening	August 18, 2021
Contract Award	August 26, 2021
Construction Start	October 2021

A reduced set of plans and the construction estimate are attached. A full set of plans and the specifications are available for review on site at the Public Works Department.

FISCAL IMPACT: The project budget is as follows:

Revenue: Total Air Board Grant \$ 760,000

Signal Coordination
July 22, 2021

Gas Tax fund	\$ 25,000
Total	\$ 785,000

Expenses:	Construction	\$ 420,000 – City intersection only
	Engineering and reporting	\$ 125,000
	Total	\$ 545,000

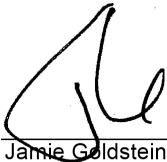
The remaining fund balance will be held for installation of the signal coordination system in the State intersections, upon the State's approval of the equipment.

ATTACHMENTS:

1. Final Cost Estimate
2. 41st Ave Adaptive Traffic Signal System Plans

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/15/2021

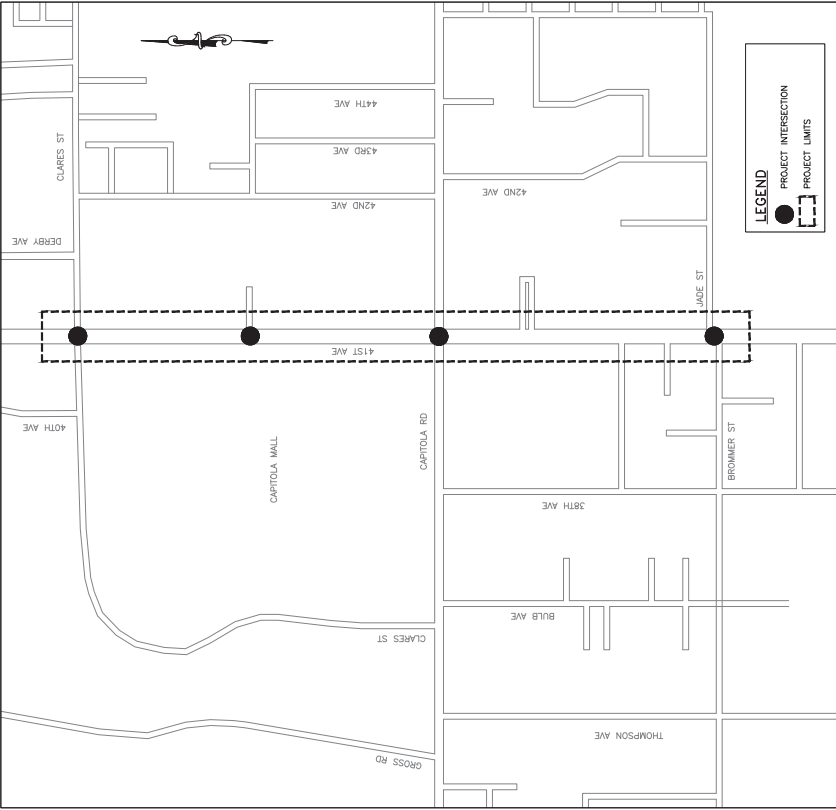
City of Capitola
41st Avenue Adaptive Traffic Signal System
Opinioin of Probable Construction Costs

FINAL

Item	Description	Quantity	Unit	Unit Cost	Total	
1	Traffic Control	1	LS	\$17,095	\$17,095	
2	Mobilization	1	LS	\$10,257	\$10,257	
3	Temporary Water Pollution Control	1	LS	\$10,257	\$10,257	
4	Utility Potholing	12	EA	\$1,200	\$14,400	
5	Furnish and Install Adaptive Traffic Signal System	1	LS	\$200,000	\$200,000	
6	Furnish and Install Category 6 Cable	2400	LF	\$5	\$12,000	
7	Furnish and Install No. 14 AWG Conductors	1,700	LF	\$3	\$5,100	
8	Furnish and Install Ethernet Extender Device	4	EA	\$4,000	\$16,000	
9	Furnish and Install Camera Mounting Hardware	16	EA	\$500	\$8,000	
10	Furnish and Install 3" Schedule 80 PVC Conduit	350	LF	\$150	\$52,500	
11	Furnish and Install Caltrans No. 5 Pull Box	6	EA	\$800	\$4,800	
12	Furnish and Install wireless 4G Cellular Modem	2	EA	\$2,000	\$4,000	
13	Furnish and Install 2-cell Flexible Fabric Innerduct	1,700	LF	\$14	\$23,800	
14	Minor Concrete	450	SF	\$90	\$40,500	
Construction Estimate					\$420,000	Rounded

Attachment: Final Cost Estimate (Signal Coordination)

41ST AVENUE ADAPTIVE SYSTEM PREPARED FOR CITY OF CAPITOLA



PROJECT DESCRIPTION
INSTALL AN ADAPTIVE TRAFFIC SIGNAL SYSTEM ALONG 41ST AVENUE BETWEEN CLARES STREET AND BROUWER STREET/42DE STREET.

- CONTACTS**
- CIVIL ENGINEER
KIMLEY-HORN AND ASSOCIATES, INC.
1300 CLAY STREET, SUITE 325
OAKLAND, CA 94612
TEL: (510) 625-0772
CONTACT: KWASI AKWABI-AMEYAW, P.E.
 - CITY ENGINEER
CITY OF CAPITOLA PUBLIC WORKS DEPARTMENT
450 CAPITOLA AVENUE
CAPITOLA, CA 95010
TEL: (831) 475-5300
CONTACT: STEVE JESBERG

SUBMITTED BY:

KWASI AKWABI-AMEYAW, P.E. DATE

ACCEPTANCE OF PLANS
THE CITY OF CAPITOLA HEREBY ACCEPTS THESE PLANS FOR CONSTRUCTION AS BEING IN GENERAL COMPLIANCE WITH PLANS PREPARATION REQUIREMENTS OF THIS GOVERNMENT. RESPONSIBILITY FOR THE COMPLETENESS AND ACCURACY OF THE PLANS AND RELATED DESIGN RESIDES WITH THE ENGINEER AND ENGINEERING FIRM OF RECORD.

STEVE JESBERG, P.E. DATE
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
CITY OF CAPITOLA

- SHEET INDEX**
- CV01 COVER SHEET
 - 11 KEY MAP
 - 11 SYSTEM DIAGRAM
 - 11 41ST AVE AND CAPITOLA RD
 - 11 41ST AVE AND CLARES ST
 - 11 41ST AVE AND BROWER ST
 - 11 EQUIPMENT SUMMARY
 - 11 DETAILS
 - 11 DT02

- ABBREVIATIONS**
- GRS GALVANIZED IRON STEEL
 - IP INTERNET PROTOCOL
 - MDU METAL DUCTILE URETHYLENE
 - MNU MANHOLE
 - NTS NOT TO SCALE
 - PVC POLYVINYL CHLORIDE

- LEGEND**
- | | |
|--------------|---------------------------------------|
| --- EXISTING | --- CONDUIT |
| --- PROPOSED | --- FACE OF CURB |
| --- | --- BACK OF CURB |
| --- | --- BACK OF SIDEWALK |
| --- | --- RIGHT-OF-WAY |
| X | --- FENCE |
| SS | --- SANITARY SEWER LINE AND MANHOLE |
| W | --- WATER LINE |
| EL | --- ELECTRICAL LINE |
| G | --- GAS LINE |
| F | --- FIBER OPTIC LINE |
| TS | --- TRAFFIC SIGNAL CONTROLLER CABINET |
| TR | --- TRAFFIC SIGNAL HEAD |
| TS | --- TRAFFIC SIGNAL STANDARD |
| OP | --- EXP/TSP OPTICAL DETECTOR UNIT |
| UT | --- UTILITY POLE |
| PH | --- FIRE HYDRANT |
| TM | --- TELEPHONE MANHOLE |
| WV | --- WATER VALVE |
| MA | --- MAST ARM MOUNTED SIGN |
| LD | --- TYPE A LOOP DETECTOR |
| MS | --- IN-SYNC IP DETECTION CAMERA |
| MC | --- VIDEO DETECTION CAMERA |
| VD | --- VIDEO DETECTION ZONE |

- REFERENCES**
- 2018 CALTRANS STANDARD PLANS

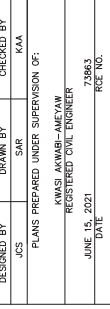


DRAWING NO	CV01
SHEET	1 of 11
JOB NO.	09776318

COVER SHEET

41ST AVENUE
ADAPTIVE SYSTEM
PREPARED FOR
CITY OF CAPITOLA

DESIGNED BY: JCS
DRAWN BY: SBR
CHECKED BY: KAA
PLANS PREPARED UNDER SUPERVISION OF:
KWASI AKWABI-AMEYAW
REGISTERED CIVIL ENGINEER
JUNE 15, 2021
DATE
73863
RCE NO.



Kimley Horn
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.
1300 CLAY STREET, SUITE 325, OAKLAND, CA 94612
PHONE: 510-350-0277
WWW.KIMLEY-HORN.COM

REVISIONS	DATE	BY



CALL TWO WORKING DAYS BEFORE YOU DIG
 CA: 1-800-277-2600
 DRAWING NO: GNO1
 SHEET: 2 of 11
 JOB NO.: 097763118

7.D.2

GENERAL NOTES

**41ST AVENUE
 ADAPTIVE SYSTEM**
 PREPARED FOR
 CITY OF CAPITOLA

DESIGNED BY	JCS	DRAWN BY	SAR	CHECKED BY	KAA
PLANS PREPARED UNDER SUPERVISION OF:	Kwasu Akwarh-Amevaw				
REGISTERED CIVIL ENGINEER	No. 023863				
DATE	JUNE 15, 2021				
REV. NO.	73863				



Kimley-Horn
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 1320 CLAY STREET, SUITE 200, SAN JOSE, CA 94102
 PHONE: 916-559-0217
 WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY

GENERAL NOTES

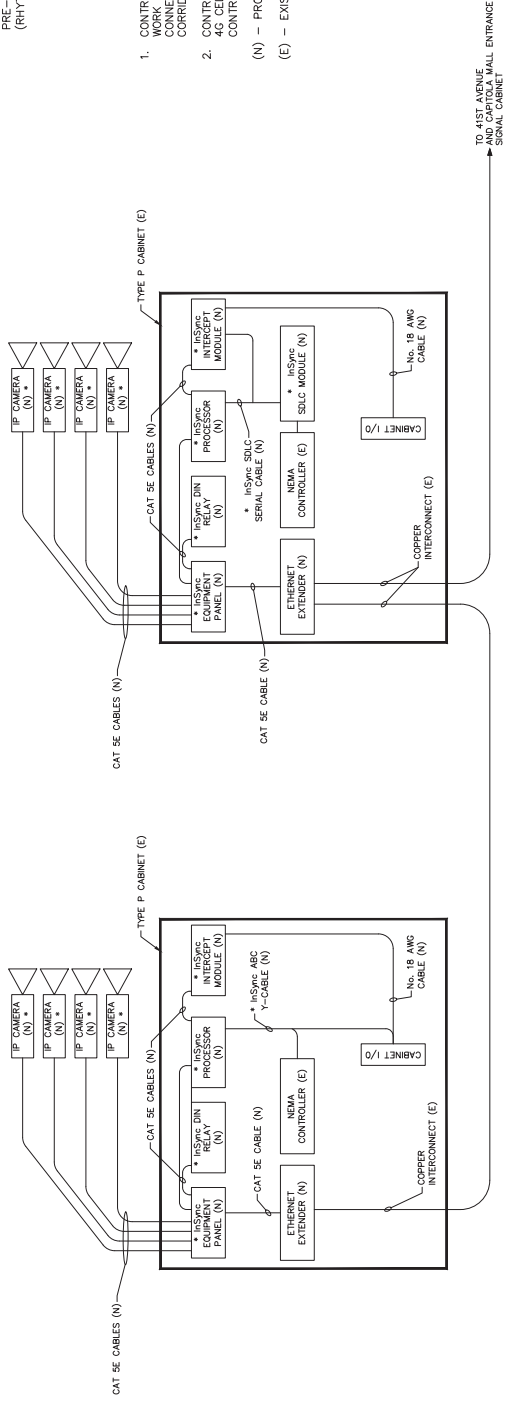
1. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FOR THIS PROJECT. THESE PLANS SHALL BE APPROVED BY THE CITY ENGINEER OF PUBLIC WORKS. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK CALLED FOR ON THESE PLANS UNTIL THE CITY ENGINEER'S SIGNATURE OF APPROVAL IS AFFIXED HEREON AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.
2. ALL WORK AND MATERIAL EMBRACED IN THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE CITY OF CAPITOLA, DEPT. OF PUBLIC WORKS, STANDARD SPECIFICATIONS AND PLANS, THE LATEST EDITIONS OF CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS OF THIS PROJECT.
3. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE ENGINEER IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL STOP WORK UNTIL REMEDIAL ACTION CAN BE TAKEN. ANY COSTS INCURRED BY THE CONTRACTOR AS A RESULT OF THE CONTRACTOR'S FAILURE TO REPORT OR FAILURE TO STOP WORK, AS DIRECTED, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. THE CONTRACTOR SHALL MAKE AN ON-SITE INSPECTION PRIOR TO PROVIDING ANY BIDS TO DETERMINE ANY AND ALL ITEMS NECESSARY TO PERFORM A COMPLETE AND ACCEPTABLE JOB.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ALL CONFLICTS, ERRORS, OMISSIONS, ETC. TO THE ENGINEER IMMEDIATELY UPON DISCOVERY. IF SO DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL STOP WORK UNTIL REMEDIAL ACTION CAN BE TAKEN. ANY COSTS INCURRED BY THE CONTRACTOR AS A RESULT OF THE CONTRACTOR'S FAILURE TO REPORT OR FAILURE TO STOP WORK, AS DIRECTED, WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. AWARD OF CONTRACT AND AT LEAST 72 HOURS PRIOR TO THE START OF CONSTRUCTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE TO NOTIFY GRADE AND OTHER UTILITY COMPANIES PRIOR TO START OF WORK. THE CONTRACTOR SHALL CALL USA (811) 48 HOURS PRIOR TO ANY EXCAVATION.
8. THE CONTRACTOR SHALL, BY HAND, POT-HOLE EXISTING UTILITIES TO VERIFY LOCATION PRIOR TO CONSTRUCTION.
9. EXISTING UTILITIES INCLUDING MANHOLES, STORM DRAIN CATCH BASINS, VALVES, BOXES, ETC., SHALL BE PROTECTED IN PLACE AND REMAIN OPERATIONAL AT ALL TIMES UNLESS NOTED OTHERWISE.
10. THE LOCATIONS OF ALL UNDERGROUND FACILITIES SHOWN ON THIS PLAN ARE APPROXIMATE. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DEDICATE ALL UNDERGROUND FACILITIES; HOWEVER, THE CONSULTANT ENGINEER ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UNDERGROUND FACILITIES AND IMMEDIATELY NOTIFY THE ENGINEER IF ANY SUCH FACILITIES INTERFERE WITH THE CONSTRUCTION OF IMPROVEMENTS. CALL CALTRANS (916) 227-2600 FOR ASSISTANCE. THE CONTRACTOR SHALL STOP WORK AROUND THE AREA OF CONFLICT UNTIL HE IS DIRECTED BY THE ENGINEER TO CONTINUE.
11. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE STATE WATER RESOURCES CONTROL BOARD (SWRCB) ORDER NO. 2009-0009-DWG. THE CONTRACTOR SHALL IMPLEMENT AND MONITOR A STORM WATER POLLUTION PREVENTION PLAN IN ACCORDANCE WITH CALTRANS STANDARD SPECIFICATIONS AND PLANS, THE LATEST EDITIONS OF CALTRANS STANDARD PLANS AND SPECIFICATIONS, AND IN ACCORDANCE WITH THE SPECIAL PROVISIONS OF THIS PROJECT. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE CITY OF CAPITOLA AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.
12. ATTENTION IS CALLED TO: SECTION 1540(A) (1) OF THE CONSTRUCTION SAFETY ORDERS (TITLE 25 - B CALIFORNIA ADMINISTRATION CODE) WHICH REQUIRE THE CONTRACTOR TO OBTAIN A HEALTH STANDARDS BOARD PURSUANT TO THE CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH ACT OF 1973 AS MANDATED, WHICH STATES: "PRIOR TO BEGINNING AN EXCAVATION, EFFORT SHALL BE MADE TO DETERMINE WHETHER UNDERGROUND INSTALLATION, I.E. SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATION OF SUCH AN INSTALLATION, THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION."
13. THE CONTRACTOR SHALL PROVIDE SHORING, BRACING, SLOPING OR PROVISIONS TO PROTECT WORKERS FOR ALL AREAS TO BE EXCAVATED AND SHALL PROVIDE PROTECTION TO BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF LOCAL, STATE, AND FEDERAL REGULATIONS (CAL-OSHA, OSHA).
14. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROLS AND SHALL SUBMIT TO THE CITY TRAFFIC ENGINEERING DIVISION A TRAFFIC CONTROL PLAN FOR EACH PHASE OF WORK PRIOR TO THE START OF CONSTRUCTION.
15. PRIOR TO BEGINNING ANY WORK ON EXISTING STREETS, ADVANCE WARNING SIGNS SHALL BE INSTALLED. TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH CALTRANS' 2014 CALIFORNIA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), AND ANY OTHER APPLICABLE STANDARDS. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE STOPPAGE OF WORK UNTIL THE PROPER TRAFFIC CONTROL IS IN ORDER.
16. TRAFFIC CONTROL, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE FOLLOWING STATE STANDARD SPECIFICATION SECTIONS:
 SECTION 7-1.04 "PUBLIC SAFETY"
 SECTION 7-1.05 "TRAFFIC CONTROL"
 SECTION 12 "TEMPORARY TRAFFIC CONTROL"
17. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY.
18. ALL EXISTING SIGNS AND POSTS SHALL REMAIN UNLESS OTHERWISE NOTED.
19. THE CONTRACTOR SHALL BACKFILL WITH CUTBACK EACH NIGHT ANY AREAS NOT COMPLETED TO ITS FINISHED STATE. ALL EXCAVATED AREAS SHALL BE PROTECTED FROM PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES.
20. ALL NEW FLATWORK SHALL BE DRILLED AND DOWELED AND/OR KEYS INTO EXISTING FLATWORK IN ACCORDANCE WITH CITY OF CAPITOLA STANDARD PLANS AND SPECIFICATIONS.
21. ALL EXISTING PUBLIC AND PRIVATE IMPROVEMENTS, INCLUDING ALL CURBS, GUTTERS, SIDEWALKS, IRRIGATION, LANDSCAPING, AND FENCES, SHALL BE PROTECTED DURING CONSTRUCTION. ALL EXISTING PUBLIC AND PRIVATE IMPROVEMENTS, INCLUDING ALL CURBS, GUTTERS, SIDEWALKS, IRRIGATION, LANDSCAPING, AND FENCES, SHALL BE PROTECTED DURING CONSTRUCTION. ALL EXISTING PUBLIC AND PRIVATE IMPROVEMENTS, INCLUDING ALL CURBS, GUTTERS, SIDEWALKS, IRRIGATION, LANDSCAPING, AND FENCES, SHALL BE PROTECTED DURING CONSTRUCTION.
22. THE CONTRACTOR SHALL RELEASE ANY PAVEMENT DELINEATION OR TRAFFIC MARKINGS DAMAGED OR DAMAGED IN THE COURSE OF THIS WORK. PRIOR TO ANY REMOVAL, THE CONTRACTOR SHALL DOCUMENT THE TYPE AND LOCATION OF THE PAVEMENT DELINEATION / MARKINGS.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPARISON TESTING AND SHALL PROVIDE TO THE CITY ALL COMPACTION TEST RESULTS SHOWING THAT THE CITY'S MINIMUM COMPACTION STANDARDS HAVE BEEN ACHIEVED.
24. THE CONTRACTOR SHALL ADHERE TO CALTRANS STANDARD PLANS AND SPECIFICATIONS FOR ALL WORK TAKING PLACE WITHIN CALTRANS RIGHT-OF-WAY.

Attachment: 41st Ave Adaptive Traffic Signal System Plans (Signal Coordination)

NOTES:

- CONTRACTOR SHALL PURCHASE THE FOLLOWING EQUIPMENT FROM CITY OF CAPITOLA PRE-APPROVED ADAPTIVE SIGNAL SYSTEM VENDOR (RITRIM ENGINEERING):
 - IP CAMERA
 - inSync EQUIPMENT PANEL
 - inSync DIN RELAY
 - inSync INTERCEPT MODULE
 - inSync ABC Y-CABLE
 - inSync SDLC MODULE
 - inSync SDLC SERIAL CABLE

- CONTRACTOR AND ADAPTIVE SYSTEM VENDOR TO WORK WITH CITY STAFF TO ESTABLISH VPN CONNECTION FOR REMOTE ACCESS TO ADAPTIVE CORRIDOR.
 - CONTRACTOR SHALL WORK WITH CITY TO SETUP A 4G CELLULAR COMMUNICATIONS LINK TO THE CONTROLLER CABINET AT 41ST AVE./CLARES ST.
- (N) - PROPOSED EQUIPMENT
(E) - EXISTING EQUIPMENT



CALL TWO WORKING IN THE FIELD FOR YOU
 CA: 1-800-277-2600
 DRAWING NO. S101
 SHEET 4 of 11
 JOB No. 097763118

CONTROLLER CABINET SYSTEM DIAGRAM

41ST AVENUE ADAPTIVE SYSTEM
 PREPARED FOR CITY OF CAPITOLA

DESIGNED BY JCS
 DRAWN BY SAR
 CHECKED BY KAA
 PLANS PREPARED UNDER SUPERVISION OF:
 KIMLEY-HORN AND ASSOCIATES, INC.
 REGISTERED CIVIL ENGINEER
 JUNE 15, 2021
 DATE 23883
 RISE NO.



Kimley-Horn
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 1320 CLAY STREET, SUITE 200, SAN JOSE, CA 94112
 PHONE: 510-550-0277
 WWW.KIMLEY-HORN.COM

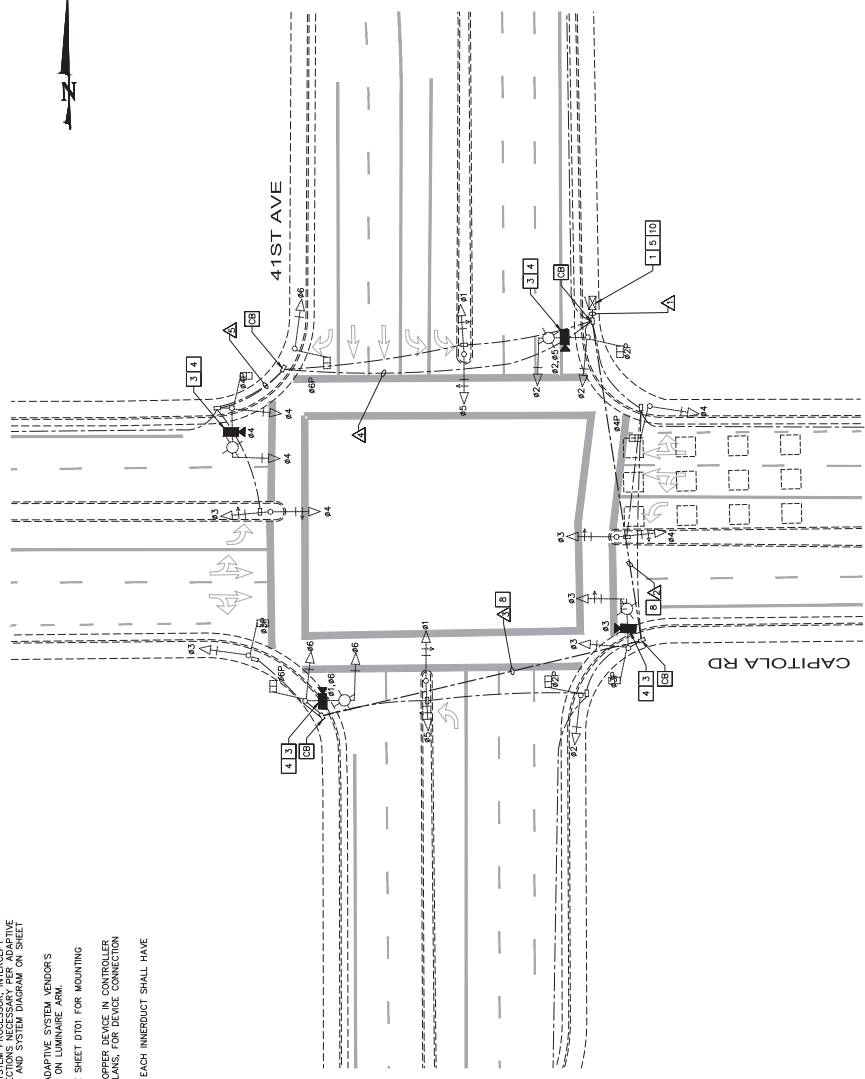
NO.	REVISIONS	DATE	BY

7.D.2

Attachment: 41st Ave Adaptive Traffic Signal System Plans (Signal Coordination)

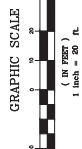
CONSTRUCTION NOTES:

- 1 FURNISH AND INSTALL THE FOLLOWING ADAPTIVE SIGNAL SYSTEM ITEMS PURCHASED FROM THE SUPPLIER: ADAPTIVE SIGNAL SYSTEM, ADAPTIVE SIGNAL SYSTEM PROCESSOR, ADAPTIVE SIGNAL SYSTEM MODULE, EQUIPMENT PANEL, AND Y-CABLE. MAKE ALL CONNECTIONS NECESSARY PER ADAPTIVE SIGNAL SYSTEM VENDOR'S TECHNICAL SPECIFICATIONS, AND SYSTEM DIAGRAM ON SHEET 5101 OF THESE PLANS.
- 2 FURNISH AND INSTALL CITY OF CAPITOLA'S PRE-APPROVED ADAPTIVE SIGNAL SYSTEM VENDORS (RHYTHM ENGINEERING) IP CAMERA AND CAMERA ENCLOSURE ON LUMINAIRE ARM.
- 3 FURNISH AND INSTALL IP CAMERA MOUNTING HARDWARE. SEE SHEET 5101 FOR MOUNTING DETAIL.
- 4 FURNISH AND INSTALL NEW LOW-RANGE ETHERNET-OVER-COPPER DEVICE IN CONTROLLER ENCLOSURE. SEE SYSTEM DIAGRAM ON SHEET 5101 OF THESE PLANS, FOR DEVICE CONNECTION DIAGRAM.
- 5 FURNISH AND INSTALL 3"X WITH 3-CELL FABRIC INNERDUCT EACH INNERDUCT SHALL HAVE MILE TAPE.
- 6 FURNISH AND INSTALL IN-SPEC SDC MODULE.



CONDUCTOR SCHEDULE		NUMBER OF CONDUCTORS BY NUMBER
CONDUCTOR DESIGNATION		
INSYNIC CAMERA CABLES**	3N	1N
INSYNIC 66.85	3N	1N
INSYNIC 66.8	3N	1N
INSYNIC 66.81	3N	1N
CONDUIT SIZE (INCHES)	3-2	3N 3 2,3

EXISTING CONDUCTORS NOT SHOWN. CONDUCTORS SHOWN ARE FOR INFORMATION ONLY.
 ** 3/4" (IP CAMERA POWER), 1-CABLE (IP CAMERA COM)



DRAWING NO
1502
SHEET
6 of 11
JOB No.
097763118

41ST AVE AT CAPITOLA RD

41ST AVENUE
ADAPTIVE SYSTEM
PREPARED FOR
CITY OF CAPITOLA

DESIGNED BY
JCS
DRAWN BY
SAR
CHECKED BY
KAA
PLANS PREPARED UNDER SUPERVISION OF:
KAWASI AKWABE-AMEYAW
REGISTERED CIVIL ENGINEER
JUNE 15, 2021
DATE
73863
REC. NO.



Kimbley Horn
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 1300 CLAY STREET, SUITE 325, OAKLAND, CA 94612
 PHONE: 510-350-0277
 WWW.KIMBLEY-HORN.COM

REVISIONS	DATE	BY

LOCATION	PROPOSED EQUIPMENT						
	InSync DETECTION CAMERA	WIRELESS MODEM	InSync EQUIPMENT PANEL	InSync SYSTEM PROCESSOR	InSync INTERCEPT MODULE	InSync SDLC MODULE	ETHERNET EXTENDER
41ST AVENUE/JADE STREET	4		1	1	1		1
41ST AVENUE/CAPITOLA ROAD	4		1	1	1	1	1
41ST AVENUE/CAPITOLA MALL ENTRANCE	4		1	1	1		1
41ST AVENUE/CLARES STREET	4	1	1	1	1		1
TOTAL	16	1	4	4	4	1	4



CALL TWO WORKING DAYS BEFORE YOU DIG
 CA: 1-800-277-2600
 CA: 1-800-277-2600

DRAWING NO. E001
 SHEET 9 of 11
 JOB NO. 097763118

SUMMARY EQUIPMENT LIST
 41ST AVENUE ADAPTIVE SYSTEM
 PREPARED FOR CITY OF CAPITOLA

DESIGNED BY: JCS
 DRAWN BY: SAR
 CHECKED BY: KAA
 PLANS PREPARED UNDER SUPERVISION OF:
 KWASI AKWAB-AMEYAW
 REGISTERED CIVIL ENGINEER
 JUNE 15, 2021 DATE
 73863 P.E. NO.
 06/15/2021

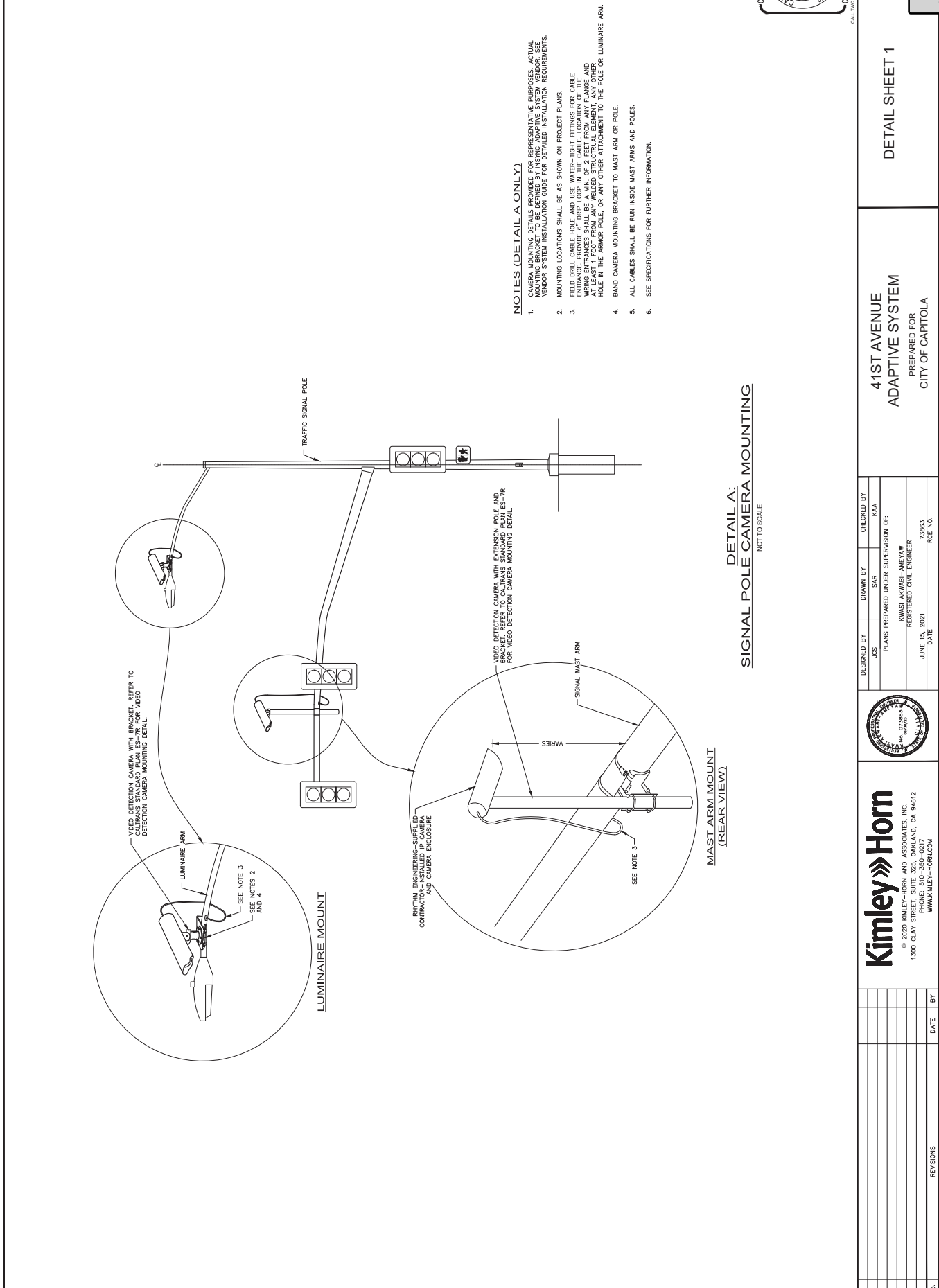


Kimley-Horn
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 1320 CLAY STREET, SUITE 200, SAN FRANCISCO, CA 94112
 PHONE: 510-556-0217
 WWW.KIMLEY-HORN.COM

NO.	REVISIONS	DATE	BY

7.D.2

Attachment: 41st Ave Adaptive Traffic Signal System Plans (Signal Coordination)



NOTES (DETAIL A ONLY)

- CAMERA MOUNTING DETAILS PROVIDED FOR REPRESENTATIVE PURPOSES. ACTUAL MOUNTING LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR IN ACCORDANCE WITH THE VENDOR SYSTEM INSTALLATION GUIDE FOR DETAILED INSTALLATION REQUIREMENTS.
- MOUNTING LOCATIONS SHALL BE AS SHOWN ON PROJECT PLANS.
- ALL CAMERA MOUNTING SHALL BE INSTALLED ON THE INSIDE OF THE MAST ARM FOR CABLE ENTRANCES. PROVIDE CABLE LOGS WITH THE CABLE FITTING FOR THE MAST ARM. WIRING ENTRANCES SHALL BE A MIN. OF 2 FEET FROM ANY FLANGE AND SHALL BE PROTECTED BY A MIN. OF 2 FEET FROM ANY OTHER ATTACHMENT TO THE POLE IN THE MAST ARM, OR ANY OTHER ATTACHMENT TO THE POLE OR LUMINAIRE ARM.
- BAND CAMERA MOUNTING BRACKET TO MAST ARM OR POLE.
- ALL CABLES SHALL BE RUN INSIDE MAST ARMS AND POLES.
- SEE SPECIFICATIONS FOR FURTHER INFORMATION.

**DETAIL A:
SIGNAL POLE CAMERA MOUNTING**

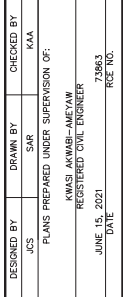
NOT TO SCALE



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DRAWING NO. D701
SHEET 10 of 11
JOB NO. 097763118

41ST AVENUE
ADAPTIVE SYSTEM
PREPARED FOR
CITY OF CAPITOLA

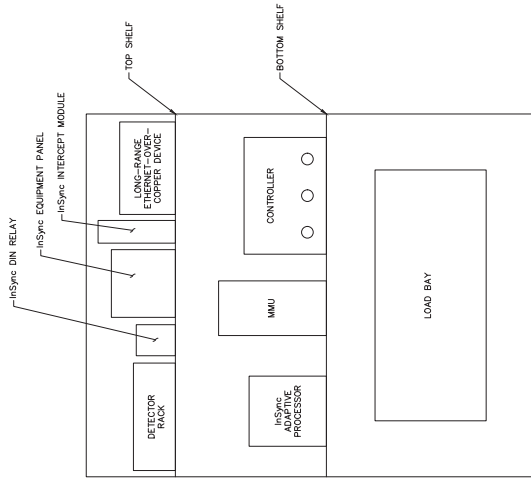
DESIGNED BY: JCS
DRAWN BY: SAR
CHECKED BY: KAA
PLANS PREPARED UNDER SUPERVISION OF:
KAWASI AKWAH-AMEYAW
REGISTERED CIVIL ENGINEER
DATE: JUNE 15, 2021
RCE NO.: 73863



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NO.	REVISIONS	DATE	BY

7.D.2



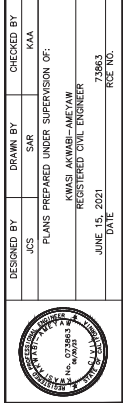
DETAIL B:
TRAFFIC CONTROLLER CABINET CONTENTS ELEVATION
 NOT TO SCALE



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 CA: 1-800-277-2600
 CA: 1-800-277-2600
 DRAWING NO. D102
 SHEET 11 of 11
 JOB No. 097763118

**41ST AVENUE
 ADAPTIVE SYSTEM**
 PREPARED FOR
 CITY OF CAPITOLA

DESIGNED BY: JCS
 DRAWN BY: SAR
 CHECKED BY: KAA
 PLANS PREPARED UNDER SUPERVISION OF:
 KWASI AKWAH-AMEYAW
 REGISTERED CIVIL ENGINEER
 DATE: JUNE 15, 2021
 REVISION NO.: 73863



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7.D.2



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: Public Works Department

SUBJECT: Consider a Resolution Allocating the 2021/22 Road Maintenance and Rehabilitation Account Funds

RECOMMENDED ACTION: Adopt the proposed resolution allocating the 2021/22 Road Maintenance and Rehabilitation Account (RMRA) funds to engineering and construction of a pavement management program project.

BACKGROUND: Senate Bill 1, known as SB 1 or the Road Maintenance and Rehabilitation Account (RMRA), was signed into law in April 2017 to address the State's basic road maintenance and critical safety needs. In fiscal year 2021/22 staff estimates Capitola will receive \$193,401 from RMRA.

SB 1 requires the City submit a resolution indicating how the City's RMRA allocation will be used for the following fiscal year.

DISCUSSION: On June 10, 2021, City Council approved a series of road resurfacing projects utilizing SB 1, RTC Measure D, and Regional Transportation Improvement Project funds. The following streets were identified for improvements:

42 nd Avenue	- Capitola Road to Jade Street
Diamond Street	- 42 nd Avenue to 45 th Avenue
Ruby Court	- Entire length
Clares Street	- Wharf Road to 41 st Avenue
Bay Avenue	- Highway 1 to Capitola Avenue
Fanmar Avenue	- Entire length

The attached resolution contains specific language required by the SB 1 program, and includes the projects identified above. Upon approval by the City Council, the resolution will be submitted to the State for their approval.

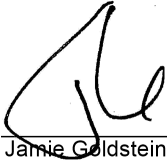
FISCAL IMPACT: This allocation of \$193,401 SB 1 RMRA funding is consistent with the adopted 2021/22 fiscal year budget.

Report Prepared By: Steve Jesberg

Road & Maintenance/Rehabilitation Allocations
July 22, 2021

Public Works Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/15/2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021/22 FUNDED BY
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$194,178 in RMRA funding in Fiscal Year 2021/22 from SB 1; and

WHEREAS, this is the fifth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City completed an update to the pavement management program in 2017 to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the City's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City complete needed pavement management improvement projects; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will provide a dedicated source of funding for roadway projects.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Capitola, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of proposed projects will be funded in-part or solely with Fiscal Year 2021/22 Road Maintenance and Rehabilitation Account revenues:

Project Title	Description	Location	Schedule	Useful Life
42nd Avenue	Rubber Cape Seal	Capitola Road to Jade Street	Fall/Spring 21/22	15-20 years
Bay Avenue	Slurry seal with	Highway 1 to	Fall/Spring	10-15 years

Road & Maintenance/Rehabilitation Allocations
July 22, 2021

	dig outs		Monterey Ave	21/22	
Clares Street	Recycle asphalt, 2-inch overlay		Wharf Rd – 41 st Ave	Summer/Fall 21/22	20-30 years
Diamond Street	Rubber Seal	Cape	42nd Avenue to 45th Ave	Fall/Spring 21/22	15-20 years
Ruby Court	Rubber Seal	Cape	entire length	Fall/Spring 21/22	15-20 years
Fanmar Way	Rubber Seal	Cape	Capitola Ave to Monterey Ave	Fall/Spring 21/22	15-20 years

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 22nd day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Yvette Brooks, Mayor

ATTEST:

Chloé Woodmansee, City Clerk



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 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 business activities.

Since the beginning of the pandemic more than 33 million COVID-19 cases have been reported and more than 606,000 people have died from the virus in the United States alone.

In California, 63,598 deaths have been reported; there were 65 deaths due to COVID-19 on Thursday, July 15. According to data from July 15, the average new case count in California per 100k is 5.4.

As of early July 2021, four million people worldwide have died of COVID-19.

Limited Restrictions Required Until October 1, 2021

California moved Beyond the Blueprint on June 15. The tier system has been eliminated, and normal operations can resume in nearly all business sectors. There are no longer capacity limitations or physical distancing requirements, and for fully vaccinated people mask requirements have been significantly relaxed.

Restrictions Applying to Indoor & Outdoor Settings	
Vaccine Verification/Negative Testing	Indoor Mega Event: required Outdoor Mega Event: recommended
Capacity Limitations	None

COVID-19 Emergency- Update 29
July 22, 2021

Physical Distancing	None
Masking	Fully Vaccinated People: no requirements in most settings Un-Vaccinated People: required when indoors
Travelers	Subject to CDC recommendations and any current CDPH travel advisories

Vaccine Status

According to state data recorded on July 13, more than 42 million COVID-19 vaccine doses have been administered in the State of California. 60.6% of Californians over the age of 12 are fully vaccinated and 9.3% are partially vaccinated. There is an average vaccination rate of about 55,664 doses per day. All Californians aged 12 and older are eligible for a vaccination. The State has 4,428,002 vaccine doses on hand, the equivalent to 80 days of inventory.

As of July 13, Santa Cruz County had administered 344,301 doses of the vaccine.

Local Case Numbers and Statistics

As of June 18, there were 16,232 known COVID-19 cases in Santa Cruz County; of these, 461 were in the City of Capitola. Now nearly a month later, there are 16,351 total known cases (with 469 in Capitola). On July 12, there were 78 active known cases in Santa Cruz County; **just a few days later, on June 15, that number had grown to 91 active cases.** Back in June, the active case count was 48.

In Santa Cruz County, the rate of new cases per day per 100k is at 2.1 and rising (in comparison, this number was 0.7 on June 18). As of July 15, there is one hospitalized COVID-19 patient, and three ICU beds still available, in our County.

Delta Variant

As stated by the World Health Organization (WHO), “all viruses, including SARS-CoV-2, the virus that causes COVID-19, change over time. Most changes have little to no impact on the virus’ properties. However, some changes may affect the virus’s properties, such as how easily it spreads, the associated disease severity, or the performance of vaccines, therapeutic medicines, diagnostic tools, or other public health and social measures”. One of several variants on SARS-CoV-2 is of particular concern, known as the Delta Variant.

Health professionals are concerned about the Delta variant because it is highly infectious and may cause more severe illness. Delta is believed to be the most transmissible variant yet and could be 50% more contagious than the original virus. Studies have also shown that people infected with the Delta variant are roughly twice as likely to be hospitalized as those infected with Alpha. Dr. Fauci has described the Delta variant as “the greatest threat in the U.S. to our attempt to eliminate COVID-19”.

The WHO designated Delta a variant of interest on April 4, 2021, and a variant of concern on May 11, 2021. As of July 13, the Delta variant is now the dominant strain of the coronavirus in the United States. Health organizations maintain that complete vaccination is highly effective against the Delta variant, and the variant is proven to be particularly dominant in areas of the U.S. with lower vaccination rates.

COVID-19 Emergency- Update 29
July 22, 2021

On July 1, public health officials in Los Angeles County urged residents to again wear masks indoors (regardless of vaccination status), due to a rise in COVID-19 cases involving the Delta variant. On July 16, the Los Angeles County Public Health Officer announced that due to increased transmission masks will be required indoors regardless of vaccination status beginning at midnight on July 17.

On June 29, Santa Cruz County Public Health announced that a sample collected locally on June 10 was identified as the Delta variant.

DISCUSSION: City Hall has been open to the public since June 2020 in one configuration or another, dependent upon applicable health guidance and local COVID-19 case levels. Current City Hall operations are business as usual, with masking requested of those unvaccinated.

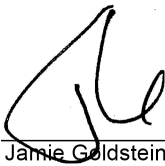
At the June 24 meeting Mayor Brooks suggested the Capitola City Council and staff continue to meet virtually for as long as permitted; with the first in-person meeting taking place on October 14 (the current Governor's Order allows for continued remote meetings through September 30). Some local jurisdictions will begin meeting in-person in August, though Scotts Valley intends to do so beginning in October.

If major changes occur between the date of agenda publication and the City Council meeting, further updates on the regional and local coronavirus response will 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.

Report Prepared By: Chloe Woodmansee
City Clerk

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/15/2021



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: City Manager Department
SUBJECT: Consider Capitola Village Banners Design

RECOMMENDED ACTION: Approve the Capitola Village Banners as recommended by the Capitola Art and Cultural Commission in partnership with the Capitola Beach and Village Improvement Association.

BACKGROUND: The Capitola Village and Wharf Business Improvement Association (BIA) has been preparing proposed Banners for submission to the City, to ultimately hang in the Village to promote local businesses and improve the visitor experience in Capitola, for several months. The banner designs were first submitted to Council at the April 8, 2021, meeting. At that meeting Council directed the BIA to bring the banners to the Capitola Art and Cultural Commission for detailed review and recommendation before any determination would be made by Council.

At the April 13 Art and Cultural Commission meeting, the Commission gave feedback to the BIA on the banners and offered to form a subcommittee to work with the BIA. At the May 11 Art and Cultural Commission meeting, the Commission formed a banner subcommittee to collaborate with the BIA on a joint Village Banner Project. At the June meeting, the Commission approved a \$600 stipend for Evelyn Jenkins Drew to create banner artwork and requested the pilot project be added to the agenda of the July 13, 2021, Commission meeting.

DISCUSSION: The BIA and the banner subcommittee worked together to create a design that would meet the goals of both groups while remaining visually appealing. The proposed project would include installing three or four banner designs on twelve to fifteen lamp posts in Capitola Village, depending on the number of art pieces selected. There are approximately 25 lamp posts in the village with the ability to have the banners installed. Each lamp post can accommodate two banners.

Each lamppost would have two banners, hanging to the road and sidewalk sides of the post. Artwork will be on one side, with the BIA slogan and the BIA website on the other. As presented to the Art and Cultural Commission all banner artwork was located on the road side of the post and the BIA information on the sidewalk side. Since that meeting, the BIA has proposed alternating which side of the post includes the artwork. Staff does not believe this change significantly impacts the project.

Staff is proposing that costs for the banners be split evenly between the BIA and the City, using public art funding. The BIA will provide the hardware and the City will install.

At the July 13, 2021, meeting, the Art and Cultural Commission recommended the designs for

Capitola Village Banners
July 22, 2021

consideration by the City Council. If approved, the banners will be installed this August and remain until the holiday season wreaths are installed in November. Proofs of the design are being finalized and are now included in the revised packet as of July 19, 2021.

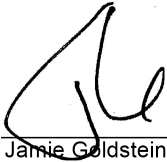
FISCAL IMPACT: The estimated total cost of the project is between \$3600 and \$4600 depending on the final number of banners. The City cost for Fiscal Year 2020-21 will be between \$1800 and \$2300 from the Public Art Fund. The Public Art Fund has sufficient Fiscal Year 2021-22 budget to cover this cost.

ATTACHMENTS:

1. Village Banners Proof

Report Prepared By: Larry Laurent
Assistant to the City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/15/2021

• Please Inspect and Read This Proof Very Carefully •

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18" w x 36" h Pole Banners
Design #1 Beach Cruizers



Attachment: Village Banners Proof (Capitola Village Banners)

Approved By _____ Date _____

Client: Capitola BIA

Project: Banners
Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

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8.B.1

18" w x 36" h Pole Banners

Design #2 Stripes



Attachment: Village Banners Proof (Capitola Village Banners)

Approved By _____ Date _____

Client: Capitola BIA

Project: Banners

Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

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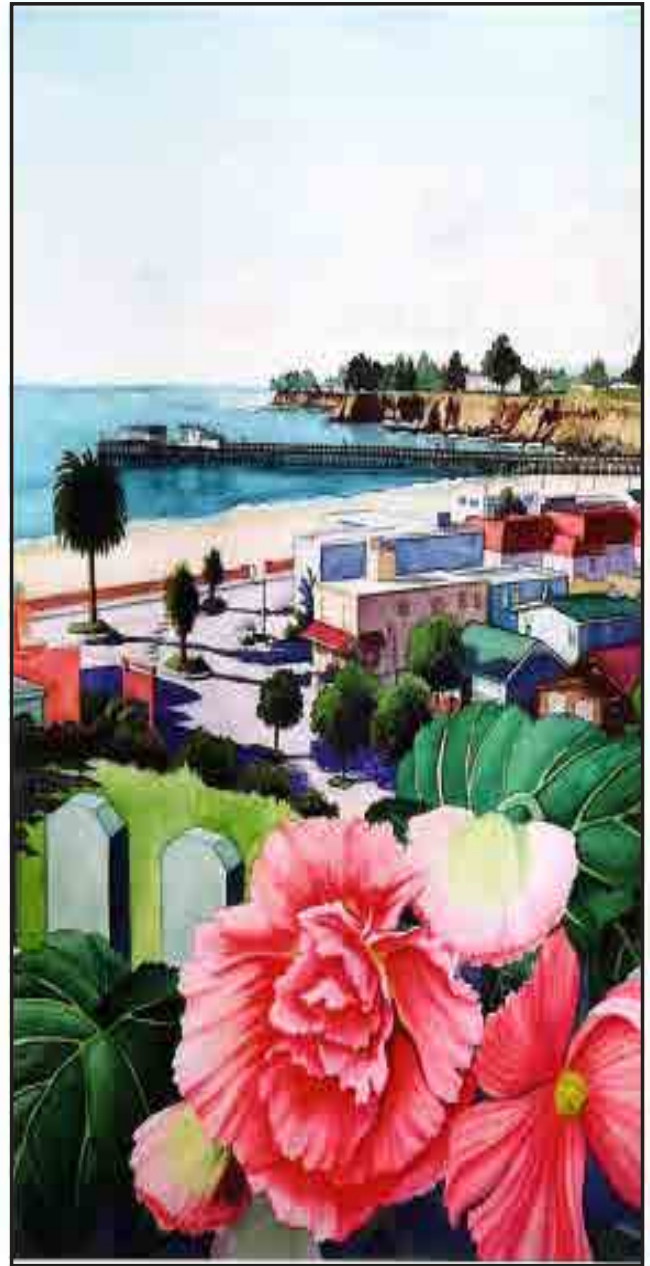


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8.B.1

18" w x 36" h Pole Banners
Design #3, Morning Moments



Approved By _____ Date _____

Client: Capitola BIA

Project: Banners
Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

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Attachment: Village Banners Proof (Capitola Village Banners)

• Please Inspect and Read This Proof Very Carefully •

This proof is an important phase of your project. Now is the time to catch any errors. Items like phone numbers, addresses, and names cannot be spell checked, therefore PPD is accountable for incorrect information. Please take the time to verify all printed information prior to signing this form.

8.B.1

18" w x 36" h Pole Banners

Design #4 Tola Tiki



Attachment: Village Banners Proof (Capitola Village Banners)

Approved By _____ Date _____

Client: Capitola BIA

Project: Banners

Date: 7-16-21

Filename: capitola bia/signs/banners2021_proof8.ai

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CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: Community Development

SUBJECT: Parklet Program Update

RECOMMENDED ACTION: Receive a report on additional details about the future village outdoor dining parklet program and extend the COVID-19 temporary use permits allowing for outdoor dining on Capitola Avenue, Monterey Avenue, and Lawn Way through September 13, 2021.

BACKGROUND: In response to the COVID-19 pandemic and the ensuing social distancing orders, the City issued temporary use permits to local restaurants to provide outdoor dining. On April 22, 2021, City Council extended the termination date of the COVID-19 temporary use permits to September 7, 2021. At that same meeting, Council also directed staff to develop a program for permanent outdoor dining parklets in Capitola Village, and to bring the program back to Council for review and possible adoption.

On June 24, Staff presented data and background on a permanent parklet program and reviewed key elements that could be included in a program. Staff also provided City Council the results of two public surveys. Council directed staff to proceed with a permanent outdoor dining program, provided direction on key program elements, and requested staff bring additional information to the next meeting on the following topics:

- Method to allocate parklets, given the proposed cap on total parking spaces devoted to the program
- Coastal Commission recommendation for shared private/public use
- Maintenance requirements
- Safety
- Program timing
- Winterization

DISCUSSION: The following table includes the direction provided by the City Council at the June 24, 2021, meeting:

	City Council Direction on Key Program Elements
Overall Cap	<ul style="list-style-type: none"> • Limit number of parking spaces allocated to the program to 25 (~50% of existing)

Outdoor Dining Update
July 22, 2021

	<ul style="list-style-type: none"> • Limit businesses to spaces fronting their businesses • Have staff develop a method of allocating spaces to interested businesses
Parklet Design	<ul style="list-style-type: none"> • Allocate up to \$10,000 for prototype designs that can be administratively approved • Require PC approval for custom designs
Fees	<ul style="list-style-type: none"> • Set City permit fees at zero • Provide no construction assistance to businesses • Charge rent space of \$3,400/parking space per year with annual CPI adjustment
Lease Term	<ul style="list-style-type: none"> • 3 years
Streets	<ul style="list-style-type: none"> • Allow outdoor dining on all streets in Village and on the sidewalk on Monterey Avenue and the Wharf, where sidewalk widths allow. • Exclude Lawn Way

Method for Allocating the 25 Parking Spaces to be used for Parklets

City Council directed staff to limit the total number of parking spaces to be used for outdoor dining to 25 spaces, which would likely provide enough outdoor dining for those restaurants who responded favorably to the survey and indicated they would participate in a future program. To ensure equal opportunity for all restaurants to participate, staff suggests using a lottery system. The details of a lottery system would be drafted into a future policy, but at a minimum would include the following steps:

- Step 1. Open application period for 45 days, with a required \$500 deposit per space (credited towards maintenance deposit).
- Step 2. If the total requests are less than 25, award the spaces to the applicants.
- Step 3. If the total requests exceed 25, assign one or two spaces to each applicant. Hold a lottery for the remainder of the spaces for those requesting additional spaces.

Coastal Commission Recommendation for Shared Private/Public Use

During the June 24 Council Meeting, staff introduced Coastal Commission concerns about long-term authorization of outdoor dining programs in coastal areas. The Commission's concerns are related to the Coastal Act's goal of maximizing public access and public recreation. Coastal Commission staff has indicated that they believe outdoor dining essentially converts public space, which would otherwise be used to access the coast, to private space. A permanent outdoor dining program would require Coastal Commission certification of the City's Local Coastal Plan (LCP).

To receive Coastal Commission certification, mitigation for public access concerns raised by Coastal staff will have to be incorporated into the outdoor dining program. Initially, Coastal staff suggested that appropriate mitigation could be maximizing public access by allowing the public to utilize the outdoor dining areas during off-hours. City Council asked for more information on the Coastal Commission's recommendation for shared public and private use of the outdoor dining. City staff requested additional information from Coastal staff, specifically if they could explain how a public/private dining deck would be managed and examples of existing programs.

Outdoor Dining Update
July 22, 2021

Coastal staff provided the local example of Aldo's on the Santa Cruz Wharf; however, they no longer recommend this strategy of shared private/public space due to the ongoing monitoring and enforcement issues they have experienced with this type of program.

Coastal staff suggested the following measures to help minimize impacts, and to mitigate the impacts to public access/recreation to the maximum extent feasible:

1. Reduce the overall amount of displaced parking spaces from what was originally permitted with COVID-19 temporary use permits;
2. Initiate the program with temporary (i.e., 1-5 year) authorization that requires a Coastal Development Permit (CDP) extension, thereby building in the opportunity to re-evaluate the program once it has been operating, making any changes desired or necessary, and ensuring LCP/Coastal Act consistency.
 - a. Issue one CDP for the entire outdoor dining program as opposed to individual CDPs for each business.
3. Use funds from outdoor dining to reinvest in coastal access including the shuttle program, coastal park beautification, coastal access signage, new bike racks, sidewalk improvements, maintenance of existing parking, etc.

The direction provided by City Council at the June 24 meeting is aligned with recommendations one and two above. The number of outdoor dining spaces will be capped at 25, which is approximately half the number of spaces allowed under the COVID-19 temporary use permit program. Also, Council directed staff to implement a maximum lease term of three years. This will allow enough time to see how the program is operating and adjust as necessary.

The third Coastal Commission staff recommendation of earmarking funds for coastal access programs and improvements does raise potential issues as the current revenue from parking meters is unrestricted and can be used for general City purposes. However, the City currently allocates more than \$800,000 per year for coastal access-related programs. If all 25 spaces are ultimately leased, the parklet program would generate \$85,000 per year, and could be used to fund roughly 11% of the City's annual coastal access-related expenditures.

Maintenance

All restaurants participating in a future outdoor dining program will be subject to a lease agreement and a deposit. The lease agreement will include provisions requiring the outdoor dining decks be maintained and kept clean. Should a parklet not be maintained, the City would first provide courtesy noticing to the owner and elevate enforcement, including fining the owner, as needed. Ultimately, the lease agreement will be drafted to give the City the authority to remove the dining deck should the restaurant owner fail to follow the requirements in the agreement and the cost of removal will be covered with the deposit.

Safety

The image below is of Lupulo's dining deck in the City of Santa Cruz. The design includes safety features with bollards and placement on a concrete slab. There is also a bike rack that further protects the deck.

Outdoor Dining Update
July 22, 2021



During the pandemic, many restaurants utilized temporary construction barriers for safety, like the orange water-filled barriers previously used at the entrance to the Esplande. While these barriers are effective, they do not reflect the design quality expected by our community. Many semi-permanent parklets in other communities are protected with large planters, which function similarly to the water-filled barriers in terms of safety and separation, with the added benefit of plants and quality finishes to create a more visually pleasing experience for customers sitting along an active street.

The use of planters, bollards, and bike racks to provide a measure of protection to the outdoor dining areas will be incorporated into the prototype designs and be a requirement of any custom design developed.

Program timing

The existing COVID-19 temporary use permits will expire on Monday, September 7, 2021 (subject to modification based on the information presented in the Extension section below). The businesses who currently have temporary outdoor dining are required to remove all infrastructure prior to September 7. Also on September 7, parking spaces currently being used for outdoor dining will return to their use as parking spaces. The September 7 deadline was selected to ensure adequate preparation time for the Capitola Art and Wine festival, which will be held on September 11 and 12.

Staff anticipates the permanent outdoor dining program can launch early in 2022, upon certification by the California Coastal Commission.

July 21	Aug 21	Sept 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22
COVID-19 Temporary Use Permits (Exp. Sept. 7)							
		No outdoor dining program					
New Program	City Adopts Ordinance						
				Coastal Commission Certifies Ordinance			
							Launch

Winterization options

Outdoor Dining Update July 22, 2021

During the cooler seasons, restaurants often winterize outdoor dining areas to keep patrons comfortable. There are many options to winterize space, including portable propane heaters and firepits, fixed wall mounted heaters, retractable awnings, and fully enclosed tents. There are trade-offs to these options as many of the heating options are not compatible with the awning and tent options due to fire risk. During the pandemic, most businesses chose to utilize portable propane heaters, rather than tents, due to fire risk and the costs associated with tents. If a business proposes a permanent outdoor dining deck, the application must include a building plan that includes the proposed lighting, heating, and covered structures, for City review.

The City Council authorized staff to collaborate with the City of Santa Cruz on high quality prototype dining deck designs that can be approved administratively. Winterization options can be incorporated into the prototype designs. The City of Los Gatos has three prototype dining deck designs with options for shade including umbrellas, fabric sail shades, or retractable fabric solar shades as shown in the three images below:



Portable propane heaters are common heat solutions used in outdoor dining designs. Heating sources that require electricity are not as common in outdoor dining due to the challenges of running power across a sidewalk to a dining deck located within the street. Power on the ground can create a trip hazard, while overhead wires create clutter.



Tents and similar enclosed structures can provide protection from wind and rain. During the pandemic, some restaurants built unique structures for patrons to dine in, such as the transparent igloos shown below. Under the COVID-19 temporary use permits, Capitola limited tent design to standard white tents with specific weight requirements to allow administrative approval.

Outdoor Dining Update
July 22, 2021



COVID-19 Temporary Use Permit Program Extension

The 2021 Capitola Art and Wine Festival will be held on September 11 and 12. The Chamber of Commerce plans to host a scaled-back festival with fewer artists and food vendors. With more space available on the street, the Chamber supports the temporary outdoor dining continuing on Capitola Avenue, Lawn Way, and Monterey Avenue, as it offers additional seating and dining options for festival participants. The Chamber is requesting the outdoor dining be removed along the Esplanade and San Jose Avenue as it would interfere with the necessary site planning for the festival.

The temporary outdoor dining is linked to Emergency Order no. 4-2020. Should the City Council choose to extend the outdoor dining, the current Emergency Order will have to remain active for one additional week. Staff recommends a six-day extension of the current temporary program on Monterey Ave, Lawn Way and Capitola Ave to allow the temporary outdoor dining program in those locations to be used during the Art and Wine Festival.

FISCAL IMPACT: The full fiscal impact of the outdoor dining program depends on the final program details.

Report Prepared By: Katie Herlihy
Community Development Director

Reviewed and Forwarded by:

Jamie Goldstein, City Manager

7/15/2021



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: Public Works Department

SUBJECT: Authorize the Advertisement of Construction Bids for the Wharf Rehabilitation Project - Phase 1

RECOMMENDED ACTION: Approve the plans, specifications, and estimate for construction for the Wharf Rehabilitation Project, Phase 1 (estimated cost \$482,500), and authorize Public Works to advertise for construction bids.

BACKGROUND: The plans and specifications for Phase 1 of the Wharf Resiliency and Public Access Improvement Project have been completed by consulting engineer Moffatt and Nichol. This project will repair the steel piles at the head of the wharf, by encasing them in a new host pipe and backfilling the entire pile with slurry; and repair the wharf structure underneath the restaurant where two piles were lost this winter. The engineer's estimate for the project is \$482,500. This project is part of the larger wharf project that will widen the trestle portion of the wharf and other improvements that is scheduled for next year. It is necessary to complete the Phase 1 scope of work to protect the head of the wharf before winter.

DISCUSSION: The schedule for the project is as follows:

Plan Approval	July 22, 2021
Bid Opening	August 25, 2021
Contract Award	September 9, 2021
Construction start	November 2021

A reduced set of plans and the construction estimate are attached. A full set of plans and the specifications are available for review in the Public Works Department.

FISCAL IMPACT: All phases of the Wharf Resiliency and Public Access Improvement Project including this Phase 1 work are funded by the following sources:

Measure F funds	\$2.2 million
State Grant funds	\$1.9 million
American Rescue Plan funds	\$1.8 million

The Phase 1 work going to bid now will expend an estimated \$482,500 for construction, permit compliance, monitoring and construction management. This work will be funded by the State Grants identified, as this source has the earliest expenditure deadline.

Wharf Project - Phase 1 to bid
July 22, 2021

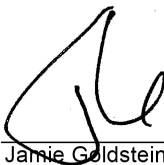
The city was recently notified the City's \$1.4 million federal funding request was not successful. Staff will now begin preparing alternate funding scenarios and additional phasing options for completion of the project, with a goal to return to the Council for direction in September or October.

ATTACHMENTS:

1. Wharf Rehabilitation Phase 1 plans
2. Wharf Rehabilitation Phase 1 estimate

Report Prepared By: Steve Jesberg
Public Works Director

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/15/2021

CAPITOLA WHARF

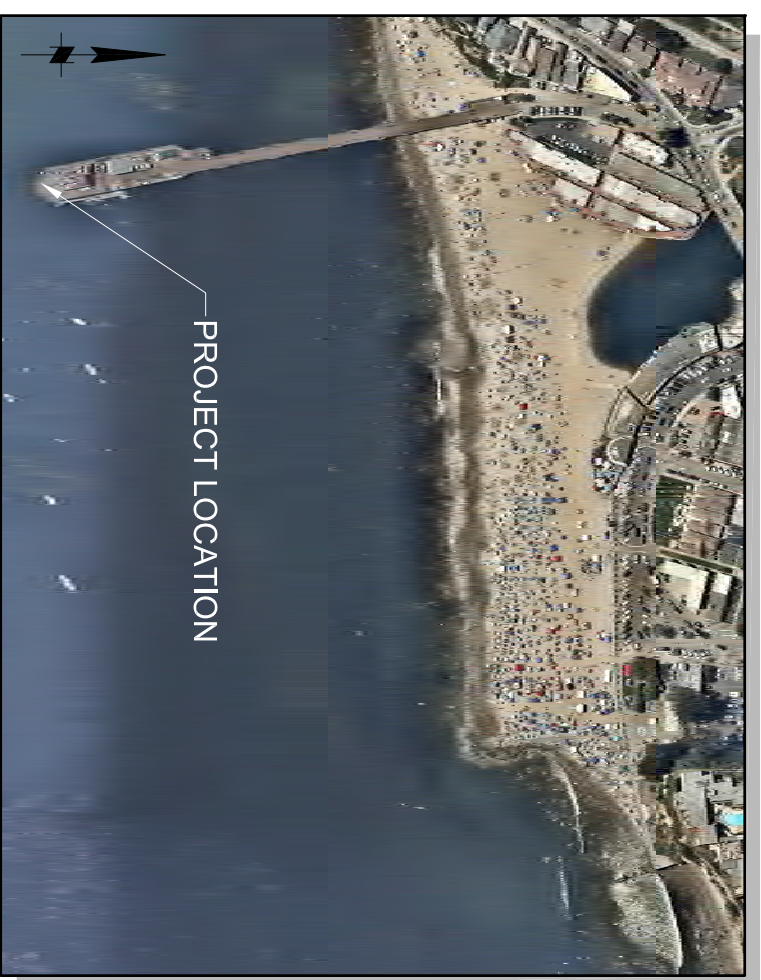
RESILIENCY AND PUBLIC ACCESS

IMPROVEMENT PHASE 1



VICINITY MAP
SCALE: NTS

INDEX OF DRAWINGS	
SHEET NO	SHEET TITLE
G-001	TITLE SHEET
G-002	GENERAL NOTES
G-003	EXISTING CONDITION PHOTOS
S-001	WHARF PLAN & ELEVATION
S-002	REPAIR PLAN
S-003	STEEL PILE REPAIR DETAILS
S-004	TIMBER REPAIR DETAILS



LOCATION PLAN
SCALE: NTS

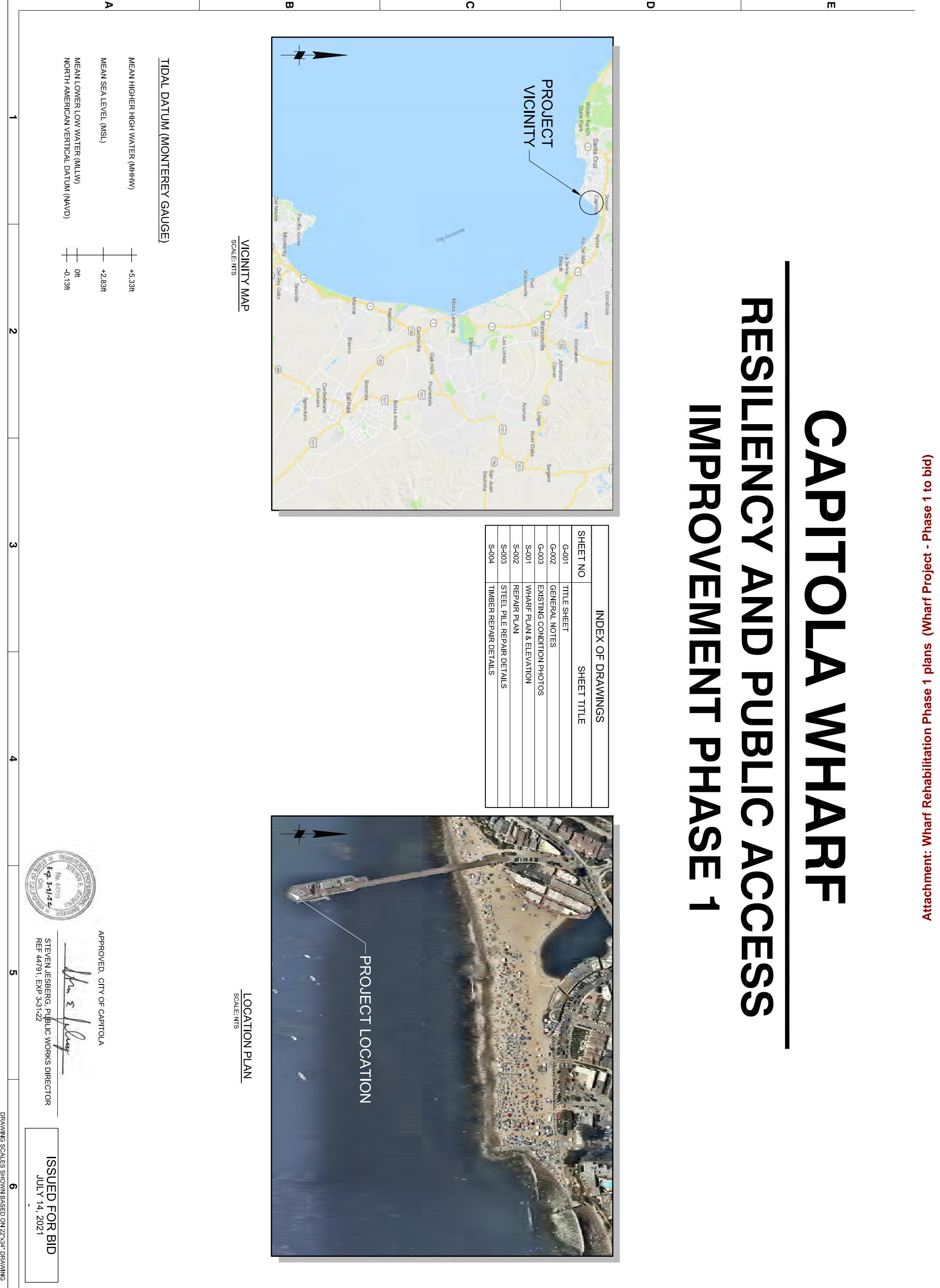
TIDAL DATUM (MONTEREY GAUGE)

MEAN HIGHER HIGH WATER (MHHW) +5.33ft

MEAN SEA LEVEL (MSL) +2.83ft

MEAN LOWER LOW WATER (MLLW) 0ft

NORTH AMERICAN VERTICAL DATUM (NAVD) -0.13ft



APPROVED, CITY OF CAPITOLA

Steven Jesberg

STEVEN JESBERG, PUBLIC WORKS DIRECTOR
REF: 44/91, EXP: 3-31-22

ISSUED FOR BID
JULY 14, 2021



2185 N. CALIFORNIA BLVD. SUITE 500 WALNUT CREEK, CA 94596		Designed by: AC	Date: 6/23/2021	Rev. 0 -
moffatt & nichol		Dwn by: AC	Ckd by: BP	M&N Project No.: 9154-01
		Reviewed by: REVR	Drawing code:	
Submitted by: SUBMITTER'S NAME MOFFATT & NICHOL		Drawing Scale: Plot scale: 1:1 (D SHEET)		

**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT**

TITLE SHEET

Mark	Description	Date



DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

File: Q:\WC\9154-01 Capitola Wharf Beach4_CADD_Active\Wharf - Phase 1_Sheet Set\915401-G-001 ; Plotted: 7/14/2021 4:52 PM by PORTER, BRAD ; Saved: 6/23/2021 2:52 PM by BPORTER

GENERAL NOTES

- 1. ELEVATIONS SHOWN ARE IN FEET REFERENCED TO MEAN LOWER LOW WATER.
- 2. DEMOLITION OF EXISTING FEATURES SHALL BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE EXISTING FEATURES TO REMAIN THAT ARE DAMAGED BY THE CONTRACTOR.

- 3. CONTACT THE CITY IMMEDIATELY UPON FINDING ANY FIELD CONDITIONS THAT CONFLICT WITH THE INFORMATION ON THESE DRAWINGS. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE CITY BEFORE CONSTRUCTION OF SAID ADJUSTMENTS. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR ASSUMING FULL RESPONSIBILITY FOR ANY REQUIRED REVISIONS OR FIELD MODIFICATIONS, AS DIRECTED BY THE CITY, AT NO ADDITIONAL COST.
- 4. PROVIDE CONSTRUCTION SITE SECURITY FOR THE DURATION OF THE CONTRACT PERIOD AND AS SPECIFIED.

- 5. FURNISH, INSTALL AND MAINTAIN ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND PROVIDE PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS.
- 6. KEEP THE PROJECT SITE IN A NEAT AND ORDERLY CONDITION, FREE OF RUBBISH AND DEBRIS, AT ALL TIMES. THE SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH DAY AND AT THE CONCLUSION OF REMOVAL WORK.

- 7. ALL WORK SHOWN SHALL BE NEW UNLESS OTHERWISE NOTED.
- 8. ALL WORK SHALL CONFORM TO THE PERMIT CONDITIONS ISSUED FOR THE PROJECT BY THE REGULATORY AGENCIES:
 - a. CALIFORNIA COASTAL COMMISSION,
 - b. US ARMY CORP OF ENGINEERING,
 - c. REGIONAL WATER QUALITY CONTROL BOARD.

- 9. PERMIT COMPLIANCE SHALL BE A BID ITEM. COPIES OF PERMITS MUST BE KEPT ON SITE.
- 10. AN HISTORIC RECORDS SEARCH HAS BEEN PERFORMED FOR THE PROJECT AND A REVIEW OF THE HISTORIC INTEGRITY PERFORMED. THE FOLLOWING SHALL BE ADHERED TO DURING THE PROJECT:
 - a. THE EXTENTS OF THE PROJECT SHALL NOT EXCEED THE LIMITS SHOWN ON THE DRAWINGS.
 - b. THE STORAGE OF ALL CONSTRUCTION DEBRIS, MATERIALS AND EQUIPMENT SHALL BE RESTRICTED TO WITHIN THE DESIGNATED CONSTRUCTION STAGING AREA SHOWN ON THE PROJECT PLANS.
 - c. NO EXCAVATIONS SHALL OCCUR WITHIN THE ON-SHORE PORTIONS OF THE PROJECT SITE OR STAGING AREA, INCLUDING THE REMAINING WALL AT THE WHARF ENTRANCE, THE WHARF PARKING LOT AND WHARF ROAD.

CODES AND STANDARDS

- 1. 2019 CALIFORNIA BUILDING CODE (CBC)
- 2. AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), STEEL CONSTRUCTION MANUAL, 14TH EDITION
- 3. AMERICAN FOREST & PAPER ASSOCIATION, NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, NDS 2015 EDITION
- 4. AMERICAN SOCIETY OF CIVIL ENGINEERS, MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES, ASCE 7-16
- 5. AMERICAN CONCRETE INSTITUTE (ACI), BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY, ACI 318-14.

PILE REPAIR

- 1. STEEL PILES INDICATED SHALL BE REPAIRED WITH A PILE JACKET SYSTEM COMPRISE D OF A HDPE OR FIBERGLASS JACKET, ENCASING A STEEL REINFORCED GROUT FILL. BOTTOM OF PILE JACKET SHALL BE SEALED WITH AN EPOXY GROUT SUITABLE FOR SUBMERSION IN SALTWATER.
- 2. THE PILE JACKET SHALL BE EITHER HDPE PIPE AS SHOWN OR A FIBERGLASS JACKET MANUFACTURED FOR USE IN SALTWATER EXPOSURE THAT CAN WITHSTAND THE PRESSURE OF THE GROUT PLACEMENT WITH NO LEAKAGE.
- 3. MONITOR PRESSURE-INJECTION OR GRAVITY-FEED GROUT APPLICATION TO ENSURE MATERIAL DOES NOT LEAK INTO WATER.
- 4. EXCESS GROUT PUMPED OUT THROUGH PORTS OR JACKET OPENINGS SHALL BE COLLECTED AND REMOVED IMMEDIATELY.

LUMBER

- 1. STRUCTURAL LUMBER SHALL BE DOUGLAS FIR-LARCH NO. 1 OR BETTER AS SPECIFIED BY THE WEST COAST LUMBER INSPECTION BUREAU, VISUALLY GRADED LUMBER.
- 2. STRUCTURAL LUMBER SHALL BE CHEMICALLY TREATED WITH ACZA FOR MARINE EXPOSURE, SALTWATER SPLASH PER AWPA STANDARD 45, 4C.
- 3. DECK BOARDS REMOVED TO CREATE ACCESS FOR INSTALLATION OF SUPPORT BEAMS SHALL HAVE THEIR ENTIRE LENGTH REPLACED.

HARDWARE

- 1. ALL STEEL PLATES, BOLTS, LAG BOLTS, NUTS, AND WASHERS SHALL BE HOT DIP GALVANIZED. BOLTS SHALL HAVE FLAT WASHERS AT THE NUT AND HEAD, UNLESS NOTED OTHERWISE.
- 2. BOLTS SHALL CONFORM TO ASTM A307A.
- 3. DECK PLANKS SHALL BE CONNECTED TO STRINGERS WITH 2-80d SPIKES AT EACH STRINGER.
- 4. DRIFT PIN MATERIAL SHALL BE SS, DIAMETER TO MATCH EXISTING.

REINFORCEMENT

- 1. ALL REINFORCING BARS SHALL CONFORM TO ASTM A615 GRADE 60.
- 2. REINFORCING BARS SHALL NOT BE WELDED WITHOUT THE ENGINEER'S APPROVAL.

GROUT

- 1. CEMENTITIOUS UNDERWATER GROUT SHALL BE NON-SHRINK CEMENTITIOUS UNDERWATER GROUT APPROVED BY ENGINEER.
- 2. MARINE EPOXY GROUT SHALL BE A MULTIPURPOSE MARINE EPOXY GROUT APPROVED BY THE ENGINEER.
- 3. TOP SEAL EPOXY SHALL BE TROWEL-GRADE EPOXY APPROVED BY THE ENGINEER.
- 4. ALL GROUT SHALL BE PLACED TO OBTAIN UNIFORM COVERAGE WITHOUT Voids. THE CONTRACTOR SHALL SUBMIT A GROUTING PROCEDURE FOR APPROVAL BY THE ENGINEER.

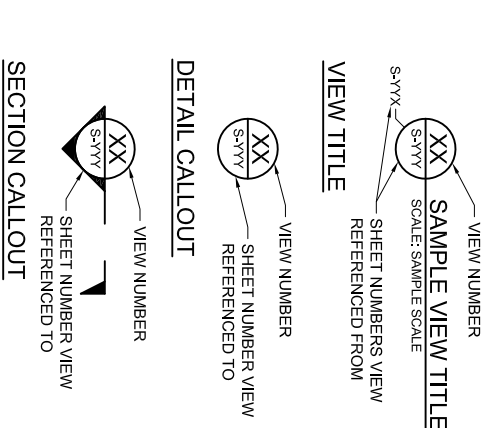
PREPARATION OF EXISTING STEEL PILES

- 1. MECHANICALLY (WATER BLAST/WIRE BRUSH) REMOVE GREASE, RUST MARINE GROWTH, LOOSE AND UNSOUND (DELAMINATED) STEEL, AND OTHER BOND INHIBITING MATERIALS.
- 2. THE EXTENT OF (E) PILE CLEANING SHALL BE FROM SANDLINE TO TOP OF CUT PILE.
- 3. LOCATION OF PILE CUT SHALL BE WITHIN THE LIMITS SHOWN AT CONTRACTORS OPTION CONSIDERING THE REMOVAL OF SAND WITHIN THE PILE. GROUT PLACEMENT METHOD AND INSTALLATION OF PILE JACKET.

ABBREVIATIONS

@	AND AT
APPROX	APPROXIMATE
CL	CENTER LINE
CLR	CLEAR
CONC	CONCRETE
DIA	DIAMETER
(E)	EXISTING
EHW	EXTREME HIGH WATER
EL	ELEVATION
FT	FEET
HDG	HOT-DIP GALVANIZED
HSS	HOLLOW STRUCTURAL SECTION
HTL	HIGH TIDE LINE
(N)	NEW
MAX	MAXIMUM
MIN	MINIMUM
MHW	MEAN HIGH WATER
MHHW	MEAN HIGHER HIGH WATER
MLLW	MEAN LOWER LOW WATER
MTL	MEAN TIDE LEVEL
NTS	NOT TO SCALE
OC	ON CENTER
PL	PLATE
SIM	SIMILAR
TYP	TYPICAL
UN	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
SS	STAINLESS STEEL

CROSS REFERENCE LEGEND



CAPITOLA WHARF RESILIENCY AND PUBLIC ACCESS IMPROVEMENT

GENERAL NOTES



Designed by: AC	Date: 6/23/2021	Rev. 0 -
Dwn by: AC	Clk by: BP	M&N Project No.: 9154-01
Reviewed by: REV	Drawing code:	
Submitted by: MOFFATT & NICHOL	Drawing Scale:	
	Plot scale:	1:1 (D SHEET)

ISSUED FOR BID
JULY 14, 2021

Sheet Reference No. **G-002**
INDEX: 2 OF 14



PHOTO 1
STEEL PILES - BENT 74A



PHOTO 2
STEEL PILES - BENT 75B



PHOTO 3
STEEL PILES - BENT 76C



PHOTO 4
STEEL PILES - BENT 76D



PHOTO 5
STEEL PILES - BENT 75E



PHOTO 6
STEEL PILES - BENT 75F



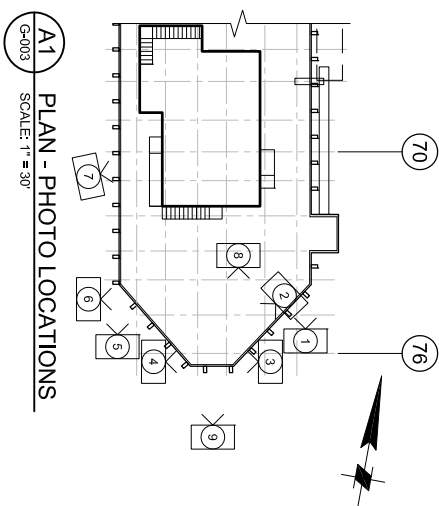
PHOTO 7
MISSING TIMBER PILES BELOW RESTAURANT



PHOTO 8
SAG IN WHARF STRUCTURE



PHOTO 9
HEAD OF WHARF



LEGEND:

PHOTO REFERENCE SEE G-003
DIRECTION OF PHOTO



SCALE: 1" = 30'

ISSUED FOR BID
JULY 14, 2021

Attachment: Wharf Rehabilitation Phase 1 plans (Wharf Project - Phase 1 to bid)

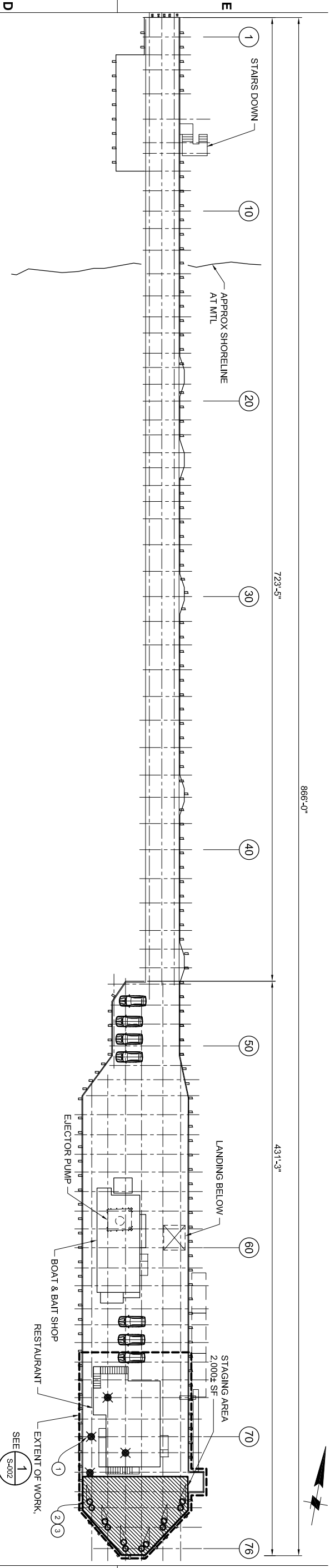
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

<p>2185 N. CALIFORNIA BLVD. SUITE 500 WALNUT CREEK, CA 94596</p>	Designed by: AC	Date: 6/23/2021	Rev. 0 -	<p>CAPITOLA WHARF RESILIENCY AND PUBLIC ACCESS IMPROVEMENT</p> <p>EXISTING CONDITION PHOTOS</p>	<table border="1"> <thead> <tr> <th>Mark</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Mark	Description	Date																											
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Dwn by: AC	Ckd by: BP	M&N Project No.: 9154-01	Drawing code: Drawing Scale: Plot scale: 1:1 (D SHEET)																																
Reviewed by: REVVR	Submitted by: MOFFATT & NICHOL																																		
Registered Professional Engineer State of California No. 50823 Brad Porter																																			

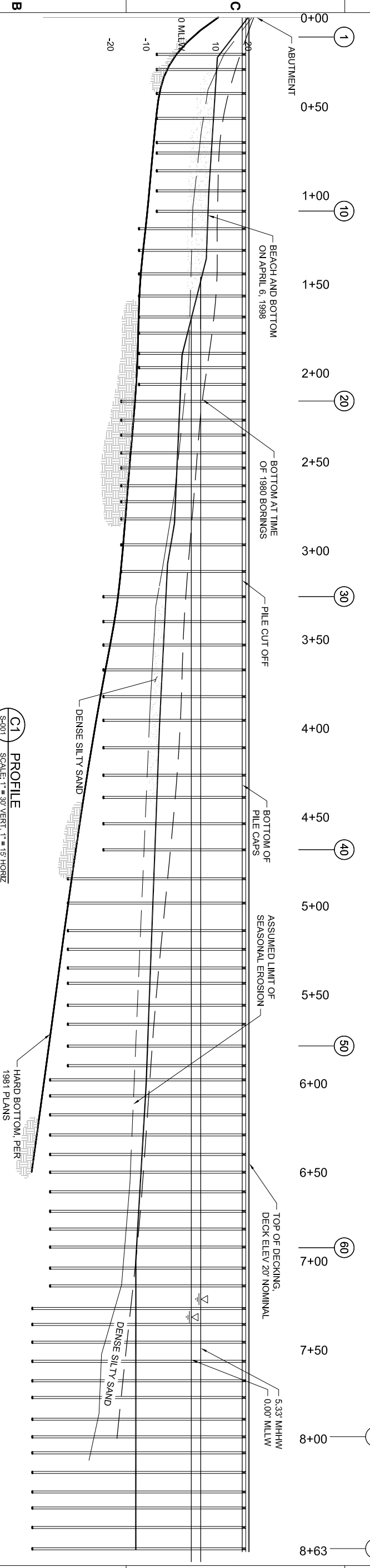
866'-0"

723'-5"

431'-3"



D1 PLAN
S-001 SCALE: 1" = 30'



C1 PROFILE
S-001 SCALE: 1" = 30' VERT, 1" = 15' HORIZ

NOTES:

- SOIL PROFILE IS BASED UPON DRAWING 80-37 BY H.V. ANDERSON DATED MARCH 13, 1981 AND HARDING LAWSON ASSOC. (HLA) SOILS INVESTIGATION DATED MAY 8, 1980.
- BORINGS (2) WERE DONE BY HLA ON MARCH 5, 1980.
- GRID LINES HAVE BEEN MODIFIED TO BE SEQUENTIAL AND DIFFER FROM THE ORIGINAL DRAWINGS OF H.V. ANDERSON (NOTE 1) THAT HAD VARIED THE GRID NUMBERING TO INCLUDE PILE BENTS REMAINING FROM THE ORIGINAL PROJECT, WHILE OTHERS HAD BEEN ADDED.
- THE ELEVATION OF THE WHARF DECK VARIES ALONG ITS LENGTH FROM A HIGH POINT AT THE ABUTMENT AS SHOWN BELOW. THE +20.0 FT MILLW ELEVATION SHOWN IS APPROXIMATE.

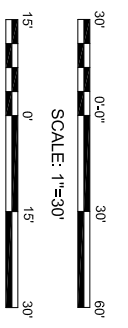
LEGEND:

- STEEL VERTICAL PILE
- ◊ STEEL BATTER PILE
- ✕ MISSING PILE

KEYNOTES:

- ① INSTALL BEAMS BELOW DECK AT MISSING PILES AT RESTAURANT
- ② CUT (12) 14"Ø STEEL PILES
- ③ CONSTRUCT JACKET SYSTEM ON (6) VERTICAL 14"Ø STEEL PILE STUBS

BENT	DISTANCE BELOW ABUTMENT (APPROX.)
0 (ABUTMENT)	0
40	2.5'
60	2.0'
74	1.8'



ISSUED FOR BID
JULY 14, 2021

DRAWING SCALES SHOWN BASED ON 22x34" DRAWING

REGISTERED PROFESSIONAL ENGINEER
M. J. MOFFATT
STATE OF CALIFORNIA
No. 10000
EXPIRES 12/31/2024

Sheet Reference No. **S-001**
INDEX: 4 OF 14

2185 N. CALIFORNIA BLVD. SUITE 500 WALNUT CREEK, CA 94596		Designed by: AC	Date: 6/23/2021	Rev. 0
Submitted by: MOFFATT & NICHOL	Checked by: BP	M&N Project No.: 9154-01	Drawing code:	
Reviewed by: REVR		Drawing Scale: 1:1 (D SHEET)		

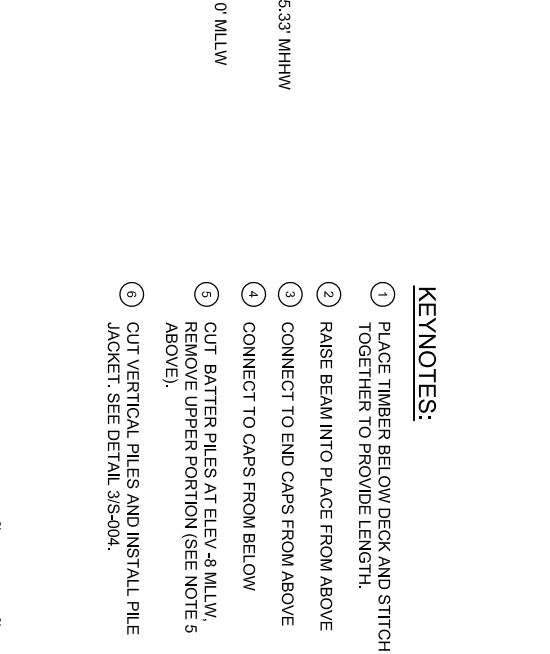
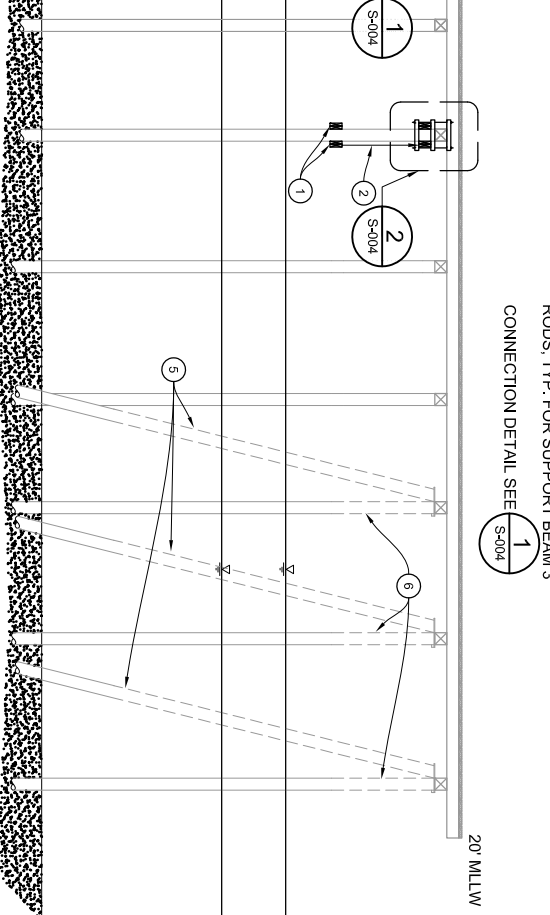
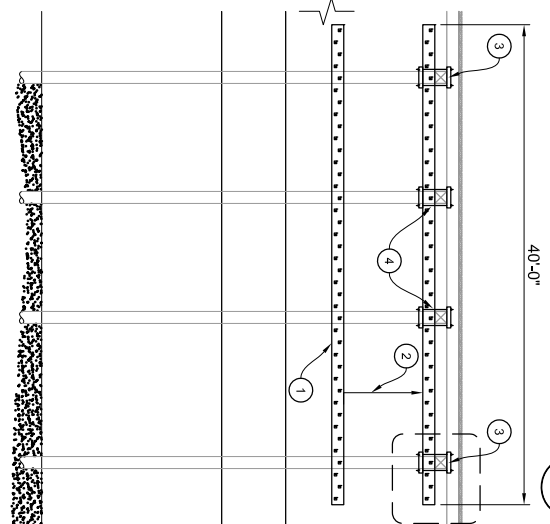
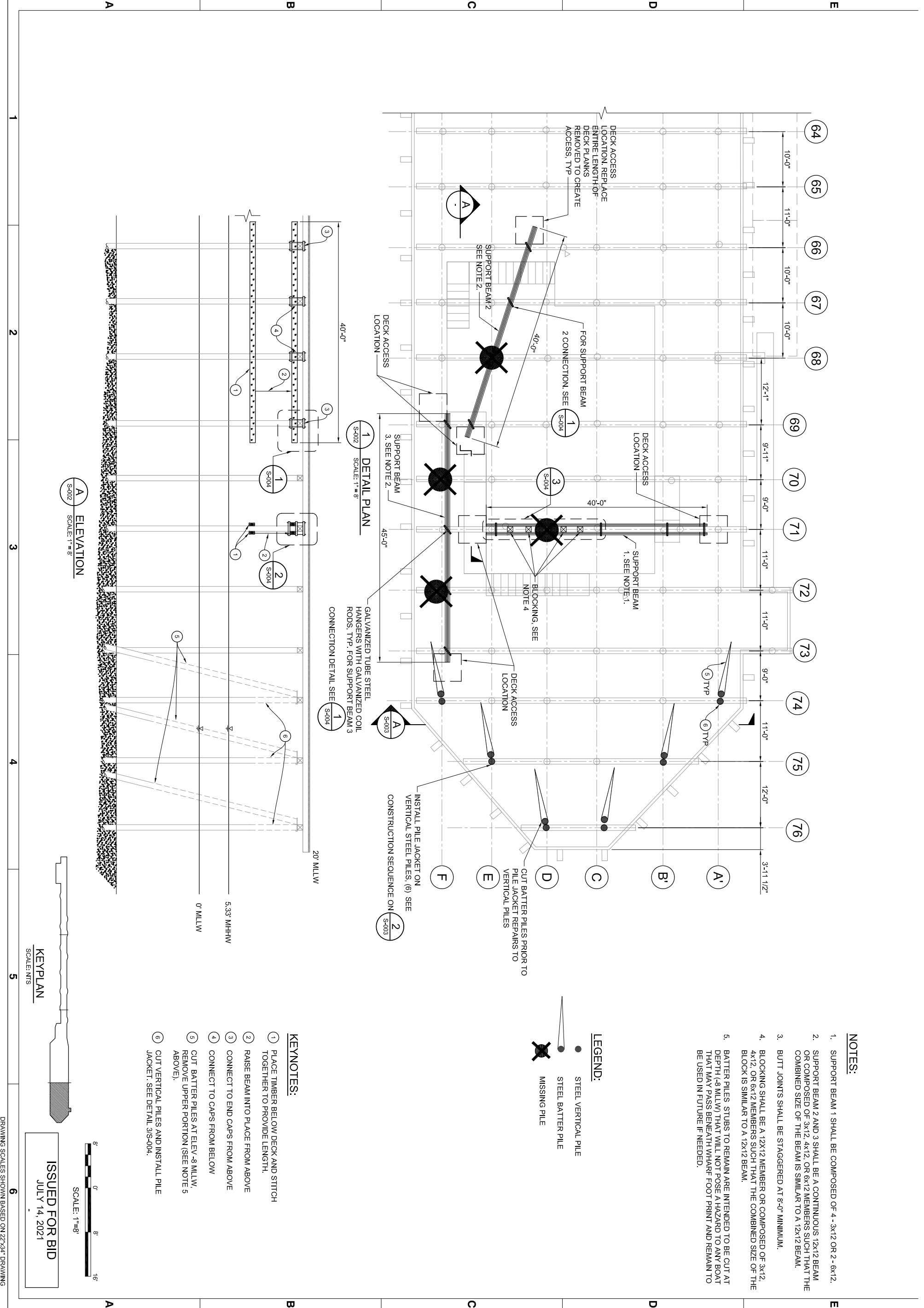
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT**

WHARF PLAN & ELEVATION

Mark	Description	Date

CITY OF CAPITOLA
SEAL

Packet Pg. 110



- NOTES:**
- SUPPORT BEAM 1 SHALL BE COMPOSED OF 4 - 3x12 OR 2 - 6x12.
 - SUPPORT BEAM 2 AND 3 SHALL BE A CONTINUOUS 12x12 BEAM OR COMPOSED OF 3x12, 4x12, OR 6x12 MEMBERS SUCH THAT THE COMBINED SIZE OF THE BEAM IS SIMILAR TO A 12x12 BEAM.
 - BUTT JOINTS SHALL BE STAGGERED AT 8'-0" MINIMUM.
 - BLOCKING SHALL BE A 12x12 MEMBER OR COMPOSED OF 3x12, 4x12, OR 6x12 MEMBERS SUCH THAT THE COMBINED SIZE OF THE BLOCK IS SIMILAR TO A 12x12 BEAM.
 - BATTER PILES STUBS TO REMAIN ARE INTENDED TO BE CUT AT DEPTH (8'-8" MLLW) THAT WILL NOT POSE A HAZARD TO ANY BOAT THAT MAY PASS BENEATH WHARF FOOT PRINT AND REMAIN TO BE USED IN FUTURE IF NEEDED.



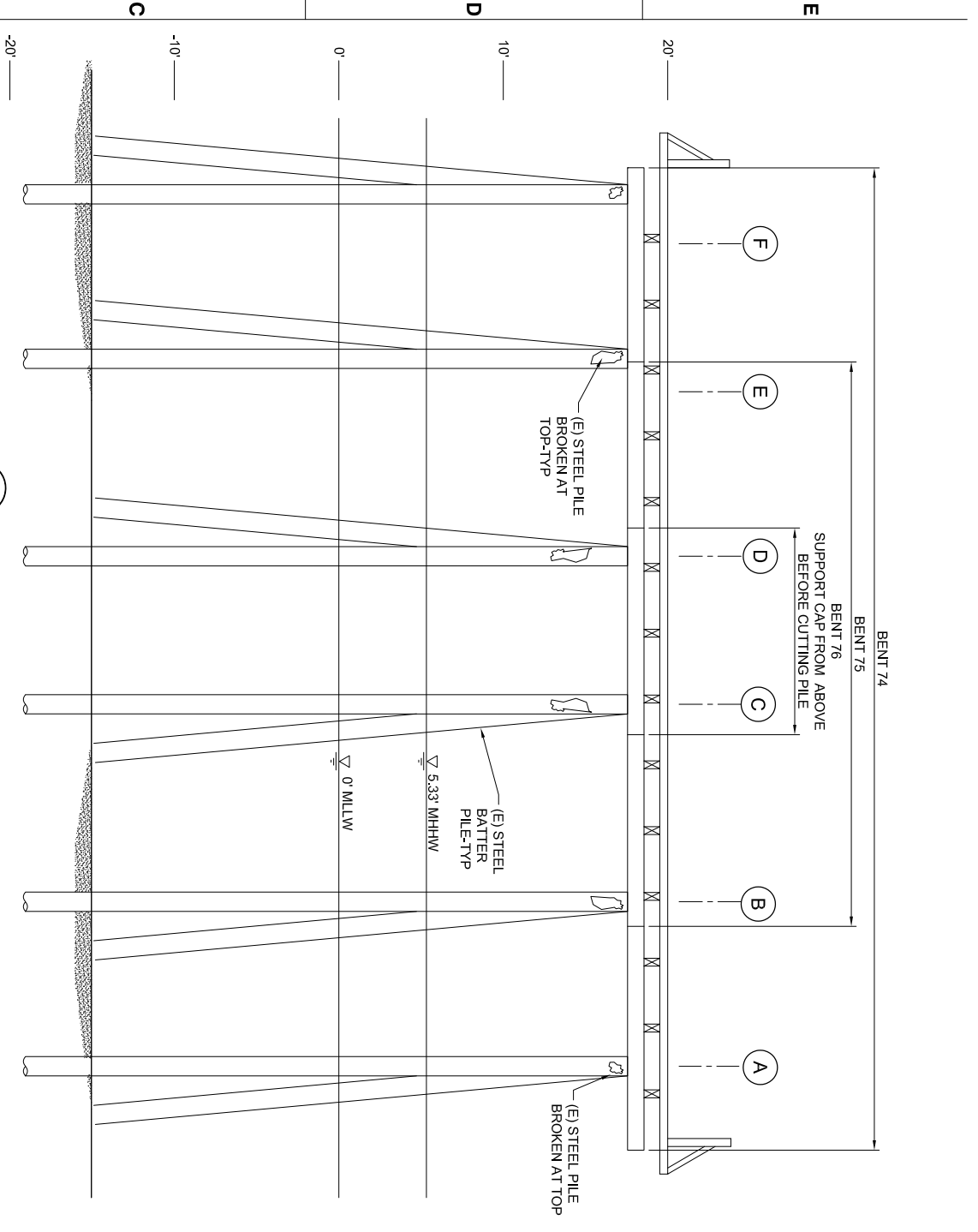
- KEYNOTES:**
- PLACE TIMBER BELOW DECK AND STITCH TOGETHER TO PROVIDE LENGTH.
 - RAISE BEAM INTO PLACE FROM ABOVE
 - CONNECT TO END CAPS FROM ABOVE
 - CONNECT TO CAPS FROM BELOW
 - CUT BATTER PILES AT ELEV -8' MLLW, REMOVE UPPER PORTION (SEE NOTE 5 ABOVE).
 - CUT VERTICAL PILES AND INSTALL PILE JACKET. SEE DETAIL 3/S-004.



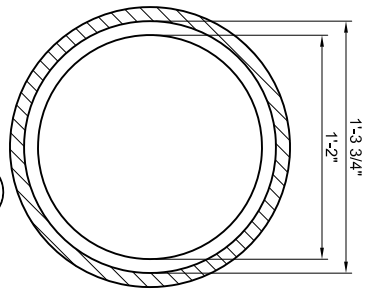
ISSUED FOR BID
JULY 14, 2021

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

	2185 N. CALIFORNIA BLVD. SUITE 500 WALNUT CREEK, CA 94596 	Designed by: AC Dwn by: AC Reviewed by: REVR Submitted by: SUBMITTER'S NAME MOFFATT & NICHOL	Date: 6/23/2021 M&N Project No.: 9154-01 Drawing code: Drawing Scale: Plot scale: 1:1 (D SHEET)	Rev. 0 -	<p align="center">CAPITOLA WHARF RESILIENCY AND PUBLIC ACCESS IMPROVEMENT</p> <p align="center">REPAIR PLAN</p>	<table border="1"> <thead> <tr> <th>Mark</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	Mark	Description	Date																															
	Mark	Description	Date																																					
Sheet Reference No. S-002 INDEX: 5 OF 14	Packet Pg. 111																																							



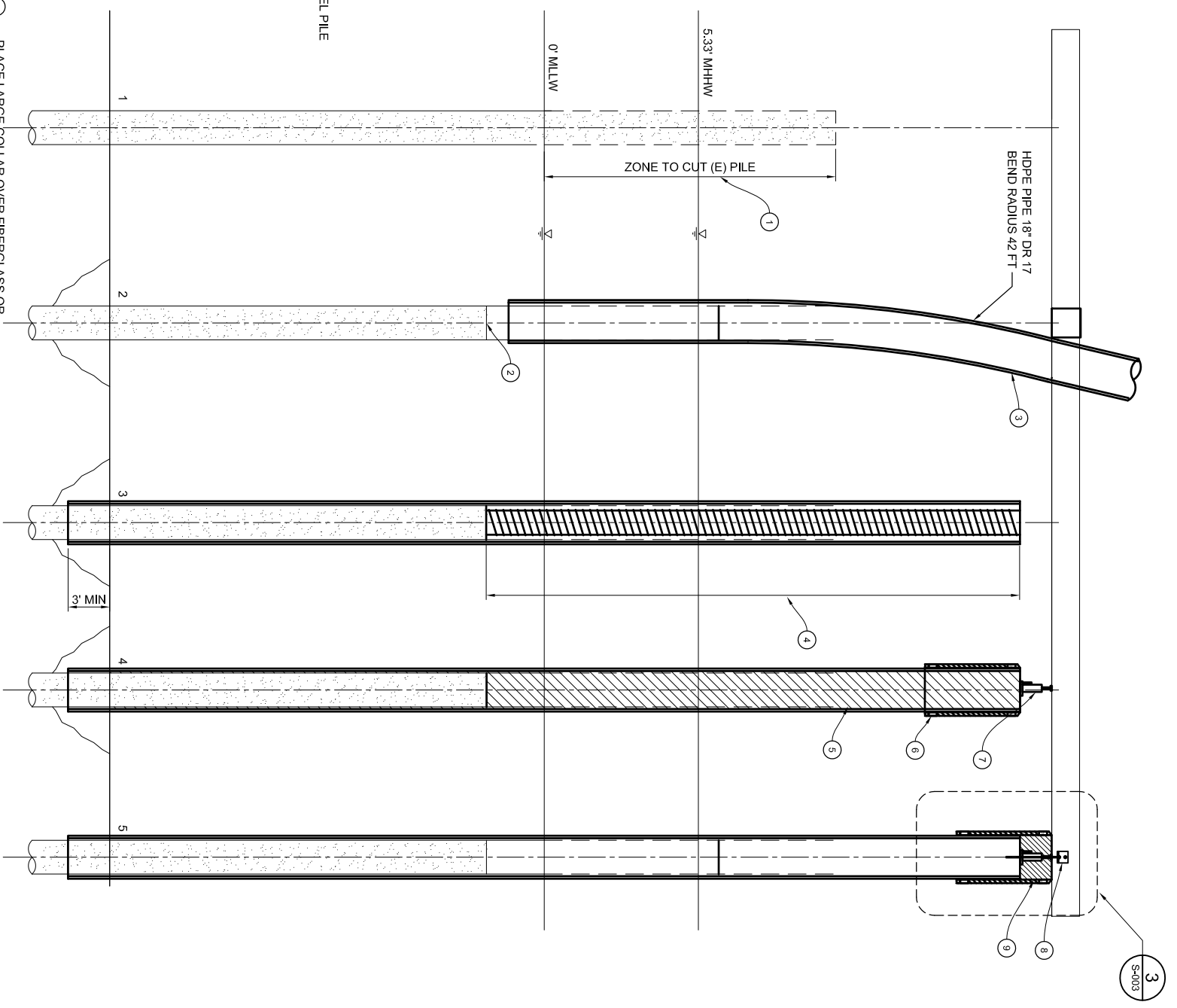
A ELEVATION
SCALE: 1" = 5'



1 DETAIL - HDPE SLEEVE
SCALE: 1" = 1'-0"

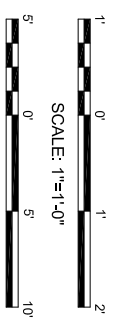
PILE REPAIR SEQUENCE

- 1 CUT (E) PILE AS NEEDED (ELEVATION 0-10 FT)
- 2 REMOVE SAND TO ELEV. -2 FT FROM INSIDE OF STEEL PILE STUB
- 3 JACKET PILE OVER STUB AND JET 3 FT MIN INTO SEA FLOOR SAND. ALT 1: FIBERGLASS WITH VERTICAL SEAM. ALT 2: HDPE PIPE.
- 4 INSTALL REINFORCEMENT
- 5 SEAL BOTTOM AND GROUT JACKETED PILE SOLID.
- 6 PLACE LARGE COLLAR OVER FIBERGLASS OR HDPE PILE.
- 7 PLACE HYDRAULIC JACK AND LIFT CAP.
- 8 ATTACH CAP TO PILE WITH 3/4" THREAD RODS INTO CAP AND COLLAR WITH ANGLE. EACH SIDE. THREADED ROD THROUGH CAP SHALL BE CONTINUOUS THROUGH CAP ENGAGING EA ANGLE.
- 9 SLIDE LARGE COLLAR OVER JACK AND GROUT SOLID.



2 DETAIL SEQUENCE
SCALE: NTS

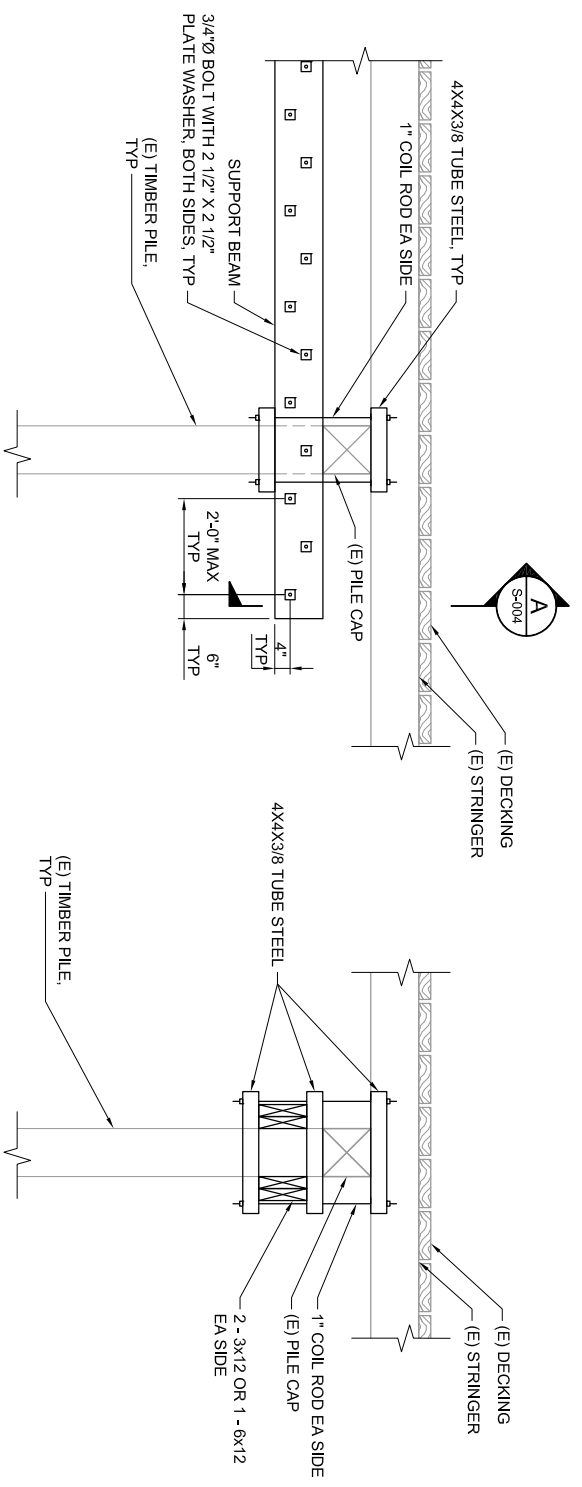
3 DETAIL - PILE CAP CONNECTION
SCALE: 1" = 1'-0"



ISSUED FOR BID
JULY 14, 2021

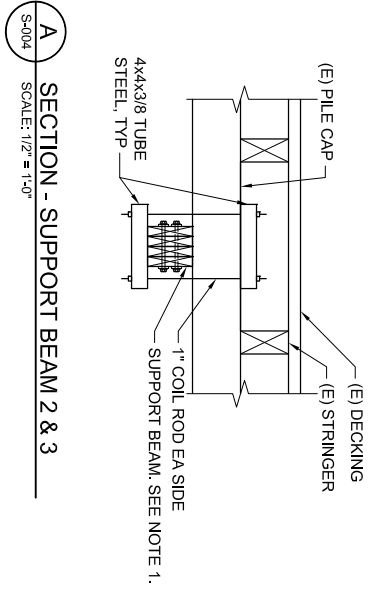
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

<p>2185 N. CALIFORNIA BLVD. SUITE 500 WALNUT CREEK, CA 94596</p>	Designed by: AC Dwn by: AC Reviewed by: REVR Submitted by: SUBMITTER'S NAME MOFFATT & NICHOL	Date: 6/23/2021 M&N Project No.: 9154-01 Drawing code: Drawing Scale: Plot scale: 1:1 (D SHEET)	<p>CAPITOLA WHARF RESILIENCY AND PUBLIC ACCESS IMPROVEMENT</p> <p>STEEL PILE REPAIR DETAILS</p>		Sheet Reference No. S-003 INDEX: 6 OF 14
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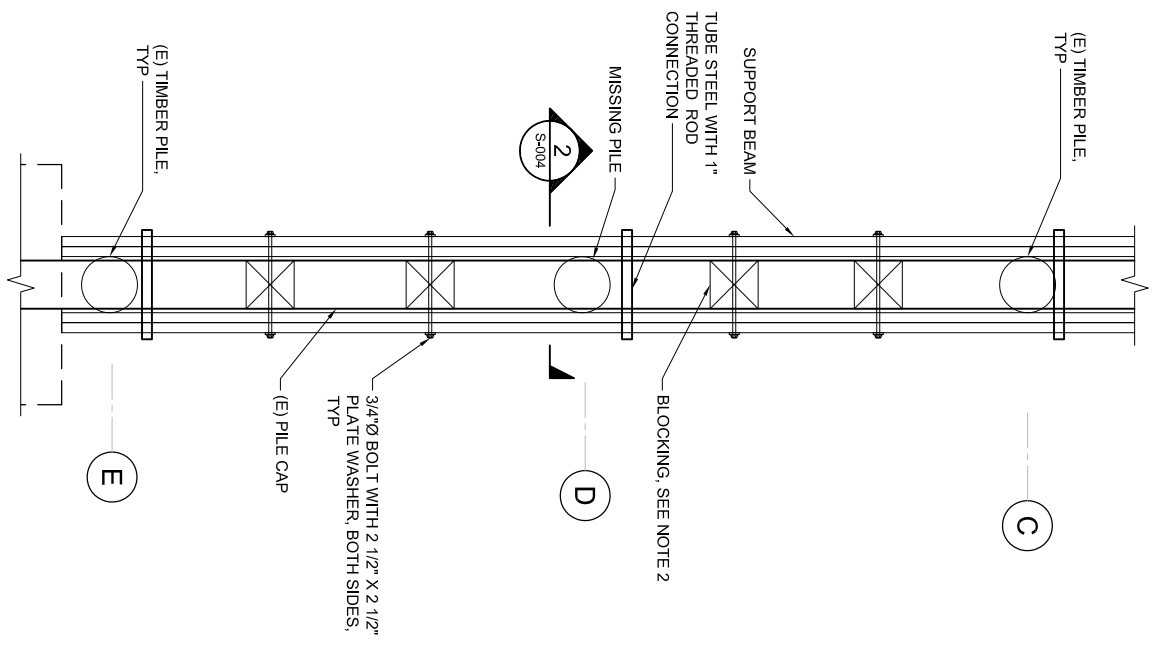


1 DETAIL - SUPPORT BEAM 2 AND 3 CONNECTION
S-002 SCALE: 1/2" = 1'-0"

2 DETAIL - SUPPORT BEAM 1 CONNECTION
S-002 SCALE: 1/2" = 1'-0"



A SECTION - SUPPORT BEAM 2 & 3
S-004 SCALE: 1/2" = 1'-0"

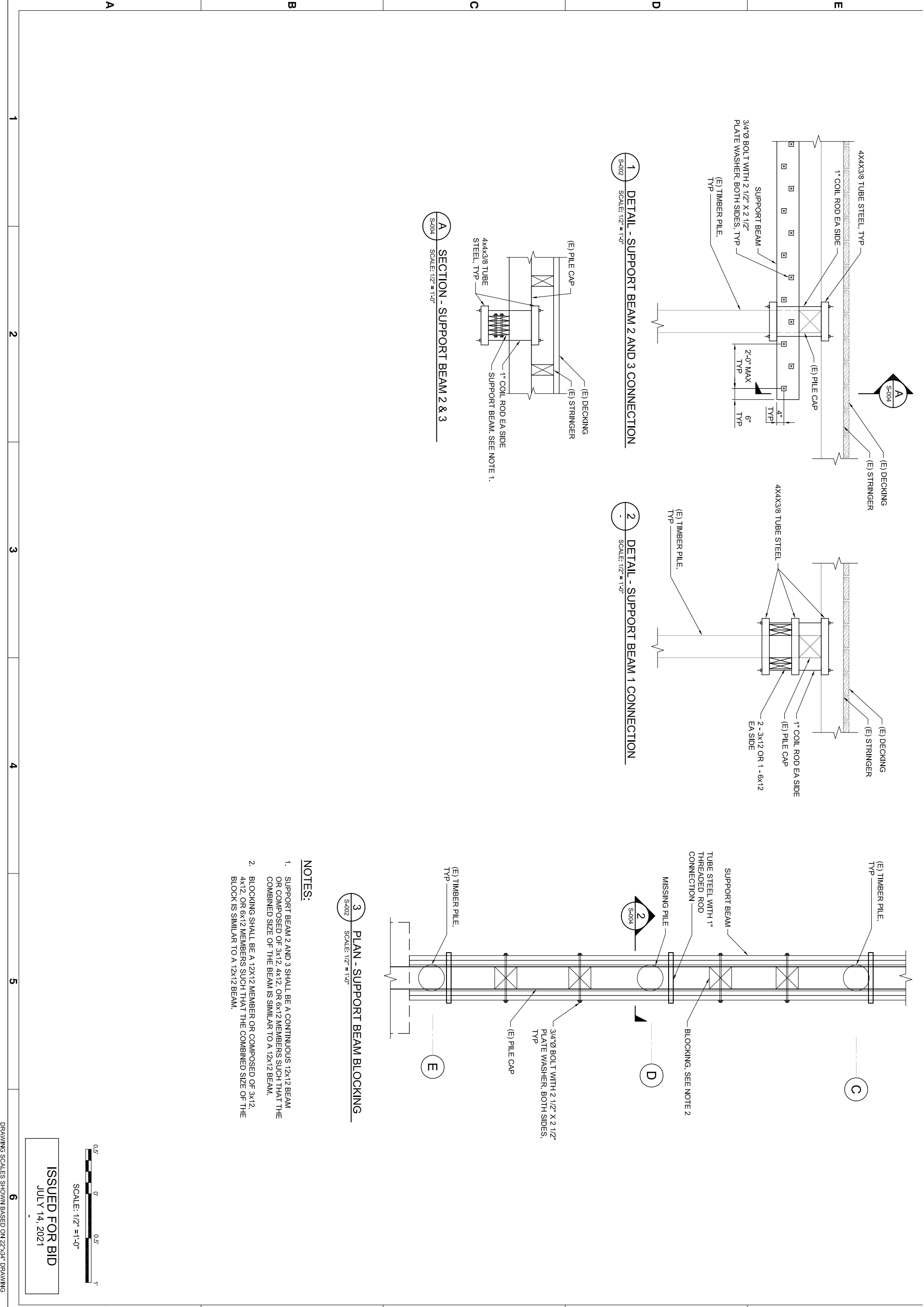


3 PLAN - SUPPORT BEAM BLOCKING
S-002 SCALE: 1/2" = 1'-0"

- NOTES:**
- SUPPORT BEAM 2 AND 3 SHALL BE A CONTINUOUS 12x12 BEAM OR COMPOSED OF 3x12, 4x12, OR 6x12 MEMBERS SUCH THAT THE COMBINED SIZE OF THE BEAM IS SIMILAR TO A 12x12 BEAM.
 - BLOCKING SHALL BE A 12x12 MEMBER OR COMPOSED OF 3x12, 4x12, OR 6x12 MEMBERS SUCH THAT THE COMBINED SIZE OF THE BLOCK IS SIMILAR TO A 12x12 BEAM.



ISSUED FOR BID
JULY 14, 2021



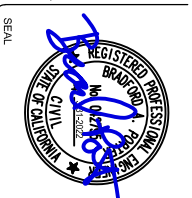
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT**

TIMBER REPAIR DETAILS

Designed by: AC	Date: 6/23/2021	Rev. 0 -
Dwn by: AC	Clkd by: BP	M&N Project No.: 9154-01
Reviewed by: REVR	Drawing code:	
Submitted by: SUBMITTER'S NAME MOFFATT & NICHOL	Drawing Scale: Plot scale: 1:1 (D SHEET)	

2185 N. CALIFORNIA BLVD.
SUITE 500
WALNUT CREEK, CA 94596

moffatt & nichol



Sheet Reference No.
S-004

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Capitola Wharf Resiliency and Public Access Improvements-Phase 1

Engineers Estimate

14-Jul-21

		Quantity	Unit	Unit Cost	Total Cost
1	Mobilization and Demobilization to Site	1	LS	\$ 60,000	\$ 60,000
2	Beam Construction Beneath Bldg	3	EA	\$ 17,500	\$ 52,500
3	Remove Existing Steel Batter Pile Upper F	6	EA	\$ 11,000	\$ 66,000
4	Cut Steel Pile and Construct Pile Jacket	6	EA	\$ 45,000	\$ 270,000
5	Permit Compliance and Monitoring	1	EA	\$ 14,000	\$ 14,000
6	All Contract Items Not Included in Items 1-	1	LS	\$ 20,000	\$ 20,000
TOTAL					\$ 482,500

Attachment: Wharf Rehabilitation Phase 1 estimate (Wharf Project - Phase 1 to bid)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: City Manager Department
SUBJECT: Library Lease Ordinance First Reading

RECOMMENDED ACTION:

1. Determine the bid received from Santa Cruz County to lease the property at 2005 Wharf Road, and operate and maintain the Capitola Library with a rent payment of one dollar per year offers the greatest economic return to the City; and
2. Approve the first reading and waive reading of the text of the proposed uncodified Ordinance allowing the City to enter a lease with a term in excess of 55 years and authorizing a 99-year lease with Santa Cruz County for the Capitola Library.

BACKGROUND: In 2004, the City entered an agreement with the County of Santa Cruz requiring the City to build a library and lease it to the County for a term of 99 years, or shorter period if required by law or agreed to by both parties. The agreement also requires the County to assume all facility maintenance responsibilities and maintain library staffing and service hours at the Capitola Library that are at least equivalent to staffing levels and service hours at the Aptos Branch Library for the term of the lease.

California Government Code Section 37380 authorizes cities to lease property for a period exceeding 55 years but not exceeding 99 years, if such a lease is authorized by an ordinance and the lease is awarded to the bidder who offers the greatest economic return to the City after competitive bidding.

With the recent completion of the Capitola Branch library, City staff has met with County representatives to develop a draft facility lease.

DISCUSSION: To comply with Government Code 37380, on July 2 staff issued a notice inviting bids for the operation of the Capitola Library, published that notice in the newspaper, and posted the notice on the City's website. One bid, from Santa Cruz County, was received with an offer to lease the building for one dollar annually, maintain the building, and operate a public library with staffing and service hours not less than comparable levels at the Aptos County Branch Library, for 99 years. Because the lease is in excess of 55 years, Government Code 37380 requires the City Council to make a determination that the bid received by the County offers the greatest economic return to the City. Staff has determined it benefits the City and its residents for the County or its sublessee to operate the library for 99 years.

A copy of the current draft lease is attached. A final version of the lease will be included for

Library Lease
July 22, 2021

approval with the second reading of this ordinance. The lease includes all the relevant terms for the County to maintain and ensure staffing of the facility. Staff anticipates the County will sublease the building to the Santa Cruz Public Libraries Joint Powers Authority, which will operate the library.

The lease allows the City to step in and maintain the property in an emergency or after 60 days' notice that the building is not being properly maintained. The County would be required to reimburse the City for such maintenance or emergency repairs.

The lease also allows the City to use the property to secure future City debt, at the City's sole discretion.

The lease does not cover the Library Tot Lot, which will continue to be maintained by the City.

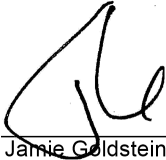
FISCAL IMPACT: Approval of the ordinance and lease meets the terms of the 2004 contract with the County, ensuring the new library will be maintained and staffed for 99 years at no cost to the City.

ATTACHMENTS:

1. County Bid Final (PDF)
2. DRAFT Capitola Library Lease (PDF)
3. RDA County Library Settlement 2004 (PDF)

Report Prepared By: Jamie Goldstein
City Manager

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/14/2021

Library Lease
July 22, 2021

CITY OF CAPITOLA ORDINANCE NO. _____
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ESTABLISHING
PROCEDURES FOR COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTION
37380 FOR LEASING PROPERTY FOR A TERM IN EXCESS OF 55 YEARS AND
AUTHORIZING A 99-YEAR LEASE BETWEEN THE CITY AND COUNTY OF SANTA CRUZ
FOR THE PROPERTY LOCATED AT 2005 WHARF ROAD, TO BE USED AS THE
CAPITOLA LIBRARY

WHEREAS, on or around _____, 2004, the City of Capitola ("City"), the Redevelopment Agency of the City of Capitola ("Agency"), and the County of Santa Cruz ("County") entered into the First Implementation Agreement ("Agreement") to Redevelopment Pass-Through Agreement and Library Agreement. Section 4 of the Agreement required the Agency to design and commence construction of a minimum 7,000 square foot library building and related on-site improvements ("Library") on an acceptable site, subject to public hearing and environmental review requirements. Section 4.C of the Agreement states that, if the library was constructed, the City or Agency, as applicable, agrees to lease the site to the County or its designee, and the County agrees to lease the site from the City or Agency, pursuant to a ground lease, for a term of ninety-nine (99) years, or such shorter period to which the parties may agree or the maximum lease period allowed by law, if less than 99 years. That same Section of the Agreement further states the lease shall obligate the County to provide staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos County Branch Library.

WHEREAS, the City has since constructed the Library on that certain piece of real property located at 2005 Wharf Road ("Property"). It would benefit the City and its residents for the County to lease and operate the Library for a period of 99 years, as it would provide certainty and continuity to the City and its residents.

WHEREAS, California Government Code Section 37380 authorizes California cities to lease property owned or held or controlled by it, for a period exceeding 55 years but not exceeding 99 years, if all of the following conditions are met:

- (1) The lease is subject to periodic review by the City and shall take into consideration the then current market conditions. The local legislative body may, prior to final execution of the lease, establish the lease provisions which will periodically be reviewed, and determine when those provisions are to be reviewed.
- (2) The lease is authorized by an ordinance adopted by the legislative body;
- (3) Prior to adopting the ordinance, the governing body holds a public hearing noticed pursuant to Government Code Section 6066; and
- (4) The lease is awarded to the bidder which, in the determination of the legislative body, offers the greatest economic return to the City, after competitive bidding.

WHEREAS, Articles 3 and 4 of the Lease shall be subject to review by the City on the tenth year following adoption of this Ordinance and every ten years thereafter.

WHEREAS, adoption of this Ordinance has followed a public hearing duly noticed pursuant to Government Code Section 6066.

WHEREAS, prior to consideration by the City Council of the City of Capitola, the City conducted a competitive bidding process for the lease. The County was the sole respondent and, in the determination of the City Council, offers the greatest economic return to the City.

WHEREAS, the City Council desires to adopt this Ordinance for the purpose of authorizing the City to enter into a lease with the County for the Property for 99 years, and in satisfaction of the requirements of Government Code Section 37380.

NOW THEREFORE THE CITY OF CAPITOLA DOES ORDAIN AS FOLLOWS:

Library Lease
July 22, 2021

SECTION 1: Adoption of Procedures.

The City Council adopts the procedures set forth in this Ordinance in satisfaction of the requirements of California Government Code Section 37380(b), such that the City may enter into a lease with the County, for a term not to exceed 99 years, for the lease of that certain piece of real property located at 2005 Wharf Road, to be used by and operated by the County and/ or a sublessee of the County as a public library, for the benefit of the Capitola and greater community ("Lease").

SECTION 2: Periodic Review.

Pursuant to the requirements of Section 37380(b), and as further explained in this Ordinance, the Lease shall be subject to period review by the City and shall take into consideration the then-current market conditions. The periodic reviews shall occur every ten (10) years after adoption of this Ordinance, unless otherwise specified in the Lease.

SECTION 3: Severability.

The City Council hereby declares every section, paragraph, sentence, clause and phrase of this Ordinance to be severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4: Repeal of Inconsistent Provisions.

Any inconsistent provisions of the Capitola Municipal Code are repealed, to the extent of the inconsistencies.

SECTION 5: Effective Date.

This Ordinance of the City of Capitola shall take effect and be in force 30 days after the date of its passage.

SECTION 6: Publication.

Within fifteen (15) days of its passage, this Ordinance shall be published at least once in a newspaper of general circulation published and circulated in the City of Capitola, along with the names of the members of the City Council voting for and against its passage.

This Ordinance was introduced at a regular meeting of the Capitola City Council on the 22nd day of July 2021, and was adopted at a regular meeting of the Capitola City Council on the 26th day of August 2021, by the following vote:

AYES: Councilmembers: ()

NOES: Councilmembers: ()

ABSENT: Councilmembers: ()

ABSTAIN: Councilmembers: ()

SO ORDERED

ATTEST

Yvette Brooks, Mayor

Chloe Woodmansee, City Clerk

Dated: _____



County of Santa Cruz

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

831) 454-2100 • FAX: (831) 454-3420 • TDD/TTY: CALL 711

CARLOS J. PALACIOS, COUNTY ADMINISTRATIVE OFFICER

July 15, 2021

Steve Jesberg
 Department of Public Works
 City of Capitola
 420 Capitola Ave
 Capitola, CA 95010

RE: BID FOR LIBRARY OPERATIONS

Dear Mr. Jesberg:

The County of Santa Cruz (County) hereby submits a bid of \$1.00 per year in lease payments to the City of Capitola (City) to operate a public library on certain real property commonly known as 2005 Wharf Road Capitola, CA 95010 on assessor's parcel number 034-541-34, referred to herein as "Premises". The Premises are currently improved with an 11,700 square foot building, a parking lot and landscaped areas. Assessor's parcel number 034-541-34 also contains a children's playground, known as the "Library Tot Lot," which is specifically excluded from the Premises and is not included in this bid.

The County agrees to use the Premises solely for public library services. The County will ensure staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos Branch Library, as said staffing levels at the Aptos Branch Library may change from time to time. The County will further assume responsibility for maintenance, repairs, and operation of the Library and the Premises, as committed in the First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement.

The County currently owns or leases five other libraries in Santa Cruz County that are operated by the Santa Cruz Library Joint Powers Authority (LJPA), which was established in 1996 and has operated the Capitola Branch Library since 1999. The LJPA will continue to serve as the designated library operator for all branches owned or leased by the County.

SERVING THE COMMUNITY – WORKING FOR THE FUTURE

BID FOR LIBRARY OPERATIONS

July 15, 2021

Page 2

For the past 25 years, the County has provided funding from the County Library Fund, which collects property taxes from the unincorporated areas of the County and the cities of Capitola and Scotts Valley, for the provision of library services by the LIPA. The County Library Fund currently generates \$7.5 million in revenues and contributes \$5.3 million towards library operations countywide, with excess funds available for use on library improvements, major maintenance, or services at County Library Fund branches including the Capitola Branch Library.

With this experience, the County is highly qualified to operate a library in this region. If you have any questions or require additional information, I can be reached at (831) 454-2100.

Sincerely,

DocuSigned by:

109559B57A034C9...
Nicole Coburn

Assistant County Administrative Officer

Attachment: County Bid Final (Library Lease)

**CAPITOLA LIBRARY – 2005 WHARF ROAD
APN 034-541-34**

LESSOR: CITY OF CAPITOLA

LESSEE: COUNTY OF SANTA CRUZ, a political subdivision of the State of California

DRAFT

Attachment: DRAFT Capitola Library Lease (Library Lease)

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Attachment: DRAFT Capitola Library Lease (Library Lease)

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Attachment: DRAFT Capitola Library Lease (Library Lease)

LEASE AGREEMENT

This Lease is entered into this ____ day of _____, 20__, between the **City of Capitola** (“City” or “Lessor”) and the **County of Santa Cruz** (“County” or “Lessee”). The City and County are sometimes referred to herein individually as “Party” or collectively as “Parties.”

This Lease is entered into upon the following facts, understandings and intentions of the City and Lessee.

ARTICLE 1 PREMISES

1.1 Premises. City owns that certain real property commonly known as 2005 Wharf Road Capitola, CA 95010 on assessor’s parcel number 034-541-34, more particularly described in Exhibit “A” attached hereto and made a part hereof and referred to herein as “Premises”. The Premises are currently improved with an 11,700 square foot building, a parking lot and landscaped areas. Assessor’s parcel number 034-541-34 also contains a children’s playground, known as the “Library Tot Lot”, which is specifically excluded from the Premises and is not included in this Lease.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall commence upon execution by all Parties hereto, and shall continue for 99 years (“Term”).

2.2 Compliance with California Government Code Section 37380. On August 26, 2021, the City passed Ordinance No. ----, which established procedures pursuant to Cal. Government Code Section 37380 to authorize the City to enter into a lease of up to 99 years for the property that is the subject of this Lease.

2.25 Hold Over. If Lessee remains in possession of the Premises beyond the term of this Lease or any extension or renewal hereof without executing a new written Lease with City, such holding over shall not constitute a renewal or extension of this Lease, but Lessee shall be a tenant on a month to month basis terminable with ninety (90) days’ notice by either party.

2.3 Extension. While Government Code Section 37380 does not permit an extension of this Lease beyond its 99 year Term, the parties agree to meet and confer regarding a subsequent lease of the Premises prior to or upon expiration of this Lease.

2.5 Termination. This lease may be terminated at any time, for any reason, by mutual written agreement of the Parties hereto. The Parties agree to negotiate in good faith regarding the terms and conditions surrounding a request for termination and agreement to terminate will not be unreasonably withheld. The Parties further agree that if City detaches from the County Library Fund, a special revenue fund that includes property taxes assessed in the City, during the Term of this Lease, this Lease and any subleases will automatically terminate

and City and Lessee mutually agree that all obligations of Lessee set forth in the First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement shall be deemed fulfilled in their entirety, including but not limited to, Lessee’s obligations to provide staffing levels and service hours for the Library that are not less than the comparable staffing levels and service hours provided at the Aptos County Branch Library; Lessee’s responsibility for maintenance, repairs, and operation of the Library and the Premises; and Lessee’s obligation to provide for customary indemnifications for the benefit of the City for 99 years from the date of execution of this Lease.

2.6 The Parties agree that this Lease, including the provisions of this Article 2, is consistent with the Parties’ obligations as defined in the First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement, executed on August 17, 2004.

ARTICLE 3
CONSIDERATION

3.1 Base Annual Rent. Lessee shall pay as rent for the use and occupancy of the Premises an annual fee of \$1.00, due on the anniversary date of the execution of Lease. Rent shall remain the same for the entire Term of this Lease unless adjusted by written amendment executed by all parties hereto.

3.1.1 Delivery of Rent Payments. All rent due under this Lease shall be made payable to the City of Capitola and shall be considered paid when delivered to:

CITY OF CAPITOLA
420 Capitola Avenue
Capitola, CA 95010

City may, at any time, by written notice to Lessee, designate a different address to which Lessee shall deliver the rent payments. City may, but is not obligated to, send rent invoices to Lessee.

3.1.2 Failure to Pay Base Rent or Additional Rent; Late Charge. If Lessee fails to pay rent due hereunder at the time it is due and payable, or within thirty (30) days thereafter, such unpaid amounts shall bear interest at the rate of ten percent (10%) per year from the date due to the date of payment, computed on the basis of monthly compounding with actual days elapsed compared to a 365-day year. However, City may in its sole discretion waive any delinquency payment or late charge upon written application of Lessee.

3.2 Library Operations. In addition to the payments of Base Annual Rent, Lessee shall assume responsibility for maintenance, repairs, and operation of the Library and the premises, as more fully described in this Lease.

ARTICLE 4
POSSESSION AND USE

4.1 Permitted Uses. Lessee shall use the Premises solely for public library services. No one other than Lessee, its agents, volunteers and employees, or any Lessee approved by City as provided in Article 13, "Assignment and Subletting," is permitted to use the Premises for the purposes described herein, and Lessee shall be fully responsible for the activities of its agents, volunteers and employees and Lessees, if any, on the Premises.

4.2 Hours of Operation. Lessee will provide staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos County Branch Library, as said staffing levels at the Aptos County Branch Library may change from time to time.

4.3 Duties and Prohibited Conduct. Where Lessee is reasonably in doubt as to the propriety of any particular use, Lessee may request the written determination of City that such use is or is not permitted, and Lessee will not be in breach or default under this Lease if Lessee abides by such determination. Notwithstanding the foregoing, however, Lessee shall not use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance. Lessee shall, at Lessee's expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the term, regulating the use by Lessee of the Premises. Lessee shall not use, or permit any person or persons to use, the Premises for the sale or display of any goods and/or services, which, in the sole discretion of City, are inconsistent with the permitted uses of the Premises pursuant to this Lease. Lessee shall keep the Premises, and every part thereof, in a decent, safe and sanitary condition, free from any objectionable noises or odors, except as may be typically present for the permitted uses specified above.

4.4 Compliance with Stormwater Laws. Lessee's use of the Premises is subject to federal, state and local laws regarding the discharge into the stormwater conveyance system of pollutants. Compliance with these laws may require Lessee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices ("BMPs"). Lessee further agrees to develop, install, and/ or implement any BMPs or similar pollution control devices required by federal, state and/or local law and any implementing regulations. Any costs associated with such implementation will be handled consistent with other maintenance and repair costs as outlined in Article 10.

Lessee understands and acknowledges that the storm water and non-storm water requirements applicable to Lessee's use of the Premises may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Lessee's activities or development or redevelopment by Lessee or City. To the extent there is a conflict between any federal, state, or local law, Lessee shall comply with the more restrictive provision. If City receives any fine or fines from any regulatory agency as a result of Lessee's failure to comply with applicable storm water laws as set forth in this Article, Lessee shall reimburse City for the entire fine amount.

ARTICLE 5 SUBORDINATION CLAUSE

5.1 Subordination. The Parties acknowledge that City may enter into one or more lease/leaseback financing arrangements consisting generally of a site lease, lease agreement, assignment agreement and related agreements (collectively, the “Financing Leases”) with a financing authority or another public agency in order to assist the City in connection with financing and refinancing certain capital improvements of the City.

Under the Financing Leases, the City may lease and lease back certain real property and improvements that may include the Premises subject to one or more library leases.

In order to facilitate the execution and delivery of any Financing Leases, Lessee and City desire that this Lease and Lessee's right, title and interest in the Premises be subordinate to the rights, titles, and interests of the parties to the Financing Leases.

Therefore, it is agreed that this Lease and all of Lessee's right, title, and interest in and to the Premises thereunder shall be, and the same are expressly made subject to, subordinate and inferior to any Financing Leases, and to all extensions, renewals, modifications, consolidations and replacements of the Financing Leases.

ARTICLE 6 UTILITIES

6.1 Utility Services. Lessee shall make all arrangements for and pay for all utilities and municipal services supplied to the Premises or used by Lessee, including but not limited to water, gas, electricity, garbage collection, sewage charges or septic service, and telephone, and for all connection charges. City shall have no responsibility either to provide or pay for such services. Notwithstanding the above, the City may assume responsibility for garbage collection services at the Premises, as currently provided in the City’s franchise agreement with its waste hauling franchisee. The City may continue to provide garbage collection services in the future at the City’s sole discretion.

6.2 Energy Conservation by Lessee. Lessee shall endeavor to promote energy conservation measures in the operation of all activities on the Premises. Lessee shall cooperate with the City in all forms of energy conservation including energy-efficient lighting, heating and air-conditioning systems, and fixtures and equipment. Lessee shall comply with all federal, State and City laws, by-laws, regulations, etc., relating to the conservation of energy. Lessee shall comply with all reasonable requests and demands of the City pertaining to the installation and maintenance of energy conservation systems, fixtures, and equipment installed by the City.

6.3 Energy Conservation by City. City is required to comply with all laws and regulations requiring the installation of energy-efficient systems, fixtures, and equipment at City buildings and facilities. In accordance with all laws and regulations and this Lease, Lessee shall maintain or repair, or cause to maintain or repair, the building, and related systems in accordance with current energy conservation standards.

ARTICLE 7 MECHANICS' LIENS

7.1 Mechanics Liens. Lessee shall pay, or cause to be paid, all costs for work done by it, or caused to be done by it, on the Premises, and for all materials furnished for or in connection with any such work. If any lien is filed against the Premises, Lessee shall cause the lien to be discharged within ten (10) days after it is filed. Lessee shall indemnify, defend and hold City harmless from any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or others for work performed or materials or supplies furnished for Lessee or persons acting on behalf of Lessee.

ARTICLE 8 SECURITY

8.1 Security. Lessee shall be responsible for and shall provide for the security of the Premises, and City shall have no responsibility therefor.

ARTICLE 9 TAXES, ASSESSMENTS AND FEES

9.1 Responsibility for Payment of Taxes and Assessments. City shall not be obligated to pay any taxes or assessments accruing against Lessee on the Premises or any interest of Lessee therein before, during or after the Term, or any extension thereof; all such payments shall be the sole responsibility of Lessee. In addition, Lessee shall be solely responsible for payment of any taxes or assessments levied upon any improvements, fixtures or personal property located on the Premises, to the extent that such taxes or assessments result from the business or other activities of Lessee upon, or in connection with, the Premises.

9.2 Definition of Taxes. As used herein, the term "taxes" means all taxes, governmental bonds, special assessments, Mello-Roos assessments, charges, rent income or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal, personal or corporate income tax, or any real or personal property tax, (ii) any estate inheritance taxes, (iii) any franchise, succession or transfer taxes, (iv) interest on taxes or penalties resulting from Lessee's failure to pay taxes, (v) any increases in taxes attributable to the sale of Lessee's Leasehold interest in the Premises, or (vi) any taxes which are essentially payments to a governmental agency for the right to make improvements to the Premises.

9.3 Creation of Possessory Interest. Pursuant to the provisions of Revenue and Taxation Code Section 107.6, Lessee is hereby advised that the terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in Lessee, Lessee may be subjected to the payment of real property taxes levied on such interest. Lessee shall be solely responsible for the payment of any such real property taxes. Lessee shall pay all such taxes when due, and shall not allow any such taxes, assessments or fees to become a lien against the Premises or any improvement thereon; provided, however, that nothing herein shall be deemed to prevent or prohibit Lessee from contesting the validity of any such tax, assessment or fee in a manner authorized by law.

ARTICLE 10

REPAIRS; MAINTENANCE

10.1 Acceptance of Premises. Lessee acknowledges that Lessee has made a thorough inspection of the Premises prior to the commencement date of this Lease, and that it accepts the Premises as of the commencement date in their condition at that time. Lessee further acknowledges that City has made no oral or written representations or warranties to Lessee regarding the condition of the Premises, and that Lessee is relying solely on its inspection of the Premises with respect thereto. Lessee agrees not to make changes to the built environment without obtaining the City's prior written approval. The Parties agree and acknowledge that Lessee has procured and is currently undergoing a full facility assessment of the Premises to determine the appropriate amount of funding needed to maintain the Premises.

10.2 Lessee's Repair and Maintenance Obligations. Lessee shall at all times during the Term, repair and maintain the Premises in good and tenantable condition, and coordinate all Maintenance and Repairs. Upon surrender of the Premises, Lessee shall deliver the Premises to City in good order, condition and state of repair, but shall not be responsible for damages resulting from ordinary wear and tear. Lessee shall maintain all trash receptacles and trash areas in a clean, orderly and first-class condition. Any proposed remodel of the Library by Lessee, that involves reconstruction of structural building elements, relocation of interior walls, or removal of building finishes, must be approved in advance by the City. Approval by City shall not be unreasonably withheld.

10.3 Lessee's Failure to Maintain. If Lessee refuses or neglects to repair, replace, or maintain the Premises, or any part thereof, in a manner reasonably satisfactory to City, City may, upon giving Lessee sixty (60) days' written notice of its election to do so, make such repairs or perform such maintenance itself or using vendors selected by City. In the event of an emergency, danger to life or safety, or threat to the integrity of the Premises, City may perform necessary repairs and maintenance without prior notice. Lessee shall reimburse the City for the cost of all such repairs within thirty (30) days of receipt of an invoice from the City. If City staff performs the repairs, Lessee shall reimburse the City for staff time at the City's standard rate.

10.4 Right to Enter. Lessee shall permit City, or its authorized representatives, to enter the Premises at all times during usual business hours to inspect the same, and to perform any work therein that (a) may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, (b) City may deem necessary to prevent waste or deterioration in connection with the Premises if Lessee does not make, or cause to be made, such repairs or perform, or cause to be performed, such work promptly after receipt of written demand from City, and (c) City may deem necessary in connection with the expansion, reduction, remodeling, protection or renovation of any City-constructed or owned facilities on or off of the Premises. Nothing herein shall imply any duty on the part of City to do any such work which, under any provision of this Lease, Lessee may be required to do, nor shall City's performance of any repairs on behalf of Lessee constitute a waiver of Lessee's default in failing to do the same. If City exercises any of its rights under this Section, Lessee shall not be entitled to any compensation, damages or abatement of rent from City for any injury or inconvenience occasioned thereby.

10.5 City Not Obligated to Repair or Maintain; Lessee's Waiver of California Civil Code Section 1942. To the extent that any remedies specified in this Lease conflict or are

inconsistent with any provisions of California Civil Code section 1942, or any successor statute thereto ("CC §1942"), the provisions of this Lease shall control. Lessee specifically waives any right it may have pursuant to CC §1942 to effect maintenance or repairs to the Premises and to abate the costs thereof from rent due to the City under this Lease.

ARTICLE 11 INDEMNITY AND INSURANCE

11.1 Lessee's Indemnity. City shall not be liable for, and Lessee shall defend and indemnify City, including its employees and agents, against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Lease and arising either directly or indirectly from any act, error, omission or negligence of Lessee or its contractors, licensees, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of City. Lessee shall have no obligation, however, to defend or indemnify City from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of City.

11.2 City's Indemnity. City shall defend and indemnify Lessee and hold it harmless from and against any Claims related to this Lease that arise solely from any act, omission or negligence of City Parties.

11.3 Lessee's Insurance Obligations. Without limiting Lessee's indemnification obligations to City under this Lease, Lessee shall provide and maintain, during the Term and for such other period as may be required herein, at its sole expense, insurance in the amounts and form specified in Exhibit "B," attached hereto.

Lessee maintains a policy of All-Risk Insurance covering the City's personal property in the Premises, including any fixtures or equipment in the Premises leased by Lessee. Lessee utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Premises.

ARTICLE 12 HAZARDOUS MATERIALS

12.1 Hazardous Materials Laws-Definition. As used in this section, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901 et seq.), and the California Environmental Quality Act of 1970, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or

other similar substances or conditions.

12.2 Hazardous Materials - Definition. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

- a. Is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;
- b. Is controlled, referred to, designated in or governed by any Hazardous Materials Laws;
- c. Gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws; or
- d. Is any other material or substance giving rise to any liability, responsibility or duty upon the City or Lessee with respect to any third person under any Hazardous Materials Law.

12.3 Lessee's Representations and Warranties. Lessee represents and warrants that, during the Term or any extension thereof, or for such longer period as may be specified herein, Lessee shall comply with the following provisions unless otherwise specifically approved in writing by City:

- a. Lessee shall not cause or permit any Hazardous Materials to be brought, kept or used in or about the Premises by Lessee, its agents, employees, assignees, contractors or invitees, except as required by Lessee's permitted use of the Premises, as described in Section 5.1, "Permitted Uses."
- b. Any handling, transportation, storage, treatment or usage by Lessee of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws.
- c. Any leaks, spills, release, discharge, or emission of Hazardous Materials caused by Lessee, or disposal of Hazardous Materials owned by Lessee, which may occur on the Premises during the Term shall be promptly and thoroughly cleaned and removed from the Premises by Lessee at its sole expense, and any such discharge shall be promptly reported in writing to City, and to any other appropriate governmental regulatory authorities.
- d. No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by Lessee in the Premises.
- e. No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by Lessee on the Premises without City's prior written consent.
- f. Lessee shall conduct and complete all investigations, studies, sampling, and testing procedures and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from, or affecting the Premises in accordance with all

applicable Hazardous Materials' Laws and to the satisfaction of City.

g. Activities proposed by Lessee that involve disturbing asbestos materials on site shall only be conducted in accordance with all federal, state and local asbestos rules and regulations including, but not limited to, the California Occupational Safety and Health Administration (Cal/OSHA), Environmental Protection Agency (EPA) and Air Pollution Control District (APCD), with prior written consent of the City, as follows:

Prior to conducting asbestos related activities, Lessee shall notify City of the proposed work at least one month in advance. The notification shall include the location of work, type of asbestos containing material (ACM) to be removed and a work plan indicating the work practices and methods of control to be used during the abatement activity to control asbestos fiber release. The City Occupational Health Program shall review the work plan and may modify the plans as necessary.

Any asbestos related activities shall be performed by a contractor that is registered with Cal/OSHA and certified by the California Contractors State Licensing Board to perform asbestos work. Any asbestos related activities shall be overseen by a California Certified Asbestos Consultant (CAC), or a Certified Site Surveillance Technician under the direction of a CAC.

Replacement products used in tenant improvements or other construction activities shall not contain asbestos. Any replacement products used by Lessee shall be verified as non-asbestos products by using Material Safety Data Sheets (MSDS) and/or having the architect or project engineer verify that ACMs were not used.

h. Lessee shall promptly supply City with copies of all notices, reports, correspondence, and submissions made by Lessee to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws.

i. Lessee shall promptly notify City of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law. If such a lien is filed against the Premises, then within twenty (20) days following such filing or before any governmental authority commences proceedings to sell the Premises pursuant to the lien, whichever occurs first, Lessee shall either: (a) pay the claim and remove the lien from the Premises; or (b) furnish either (1) a bond or cash deposit reasonably satisfactory to City in an amount not less than the claim from which the lien arises, or (2) other security satisfactory to City in an amount not less than that which is sufficient to discharge the claim from which the lien arises. At the end of this Lease, Lessee shall surrender the Premises to City free of any and all Hazardous Materials and in compliance with all Hazardous Materials' Laws affecting the Premises.

12.4 Indemnification by Lessee. Lessee (and, if applicable, each of its general partners) and its successors, assigns, and guarantors, if any, jointly and severally agree to protect, indemnify, defend (with counsel selected by City), reimburse and hold City and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs or expenses (known or unknown, contingent or otherwise), liabilities (including sums paid in

settlement of claims), personal injury (including wrongful death), property damage (real or personal) or loss, including attorneys' fees, consultants' fees, and experts' fees (consultants and experts to be selected by City) which arise during or after the Term from or in connection with the presence or suspected presence of Hazardous Materials, including the soil, ground water or soil vapor on or under the Premises. Without limiting the generality of the foregoing, the indemnification provided by this section shall specifically cover costs incurred in connection with investigation of site conditions or any cleanup, remedial, removal or restoration work required by any Hazardous Materials Laws because of the presence of Hazardous Materials in the soil, ground water or soil vapor on the Premises, and the release or discharge of Hazardous Materials by Lessee during the course of Lessee's alteration or improvement of the Premises.

12.5 Remedies Cumulative; Survival. The provisions of this Article shall be in addition to any and all common law obligations and liabilities Lessee may have to City, and any remedies and the environmental indemnities provided for herein shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

12.6 Inspection. City and City's agents, servants, and employees including, without limitation, legal counsel and environmental consultants and engineers retained by City, may (but without the obligation or duty so to do), at any time and from time to time, on not less than five (5) business days' notice to Lessee (except in the event of an emergency in which case no notice shall be required), inspect the Premises to determine whether Lessee is complying with Lessee's obligations set forth in this Article, and to perform environmental inspections and samplings, during regular business hours (except in the event of an emergency) or during such other hours as City and Lessee may agree. If Lessee is not in compliance, City shall have the right, in addition to City's other remedies available at law and in equity, to enter upon the Premises immediately and take such action as City in its sole judgment deems appropriate to remediate any actual or threatened contamination caused by Lessee's failure to comply. City will use reasonable efforts to minimize interference with Lessee's use of Premises but shall not be liable for any interference caused by City's entry and remediation efforts. Upon completion of any sampling or testing City will (at Lessee's expense if City's actions are a result of Lessee's default under this section) restore the affected area of the Premises from any damage caused by City's sampling and testing.

ARTICLE 13 ASSIGNMENT AND SUBLETTING

Lessee shall not voluntarily or involuntarily assign, Lease, mortgage, encumber, or otherwise transfer (collectively, a "Transfer") all or any portion of the Premises or its interest in this Lease without City's prior written consent. City may reasonably withhold its consent to any Transfer. Any attempted Transfer without City's consent shall be void and shall constitute a material breach of this Lease. As used herein, the term "Transfer" shall include an arrangement (including without limitation management agreements, concessions, and licenses) that allows the use and occupancy of all or part of the Premises by anyone other than Lessee.

ARTICLE 14

CITY'S RIGHT OF ACCESS

City, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and at reasonable hours to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or Lessees, (c) determine whether Lessee is complying with its obligations in this Lease (including its obligations with respect to compliance with Hazardous Materials Laws), (d) supply cleaning service and any other service that this Lease requires City to provide, (e) post notices of non-responsibility or similar notices, (f) make repairs that this Lease requires or permits City to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises; provided, however, that all work will be done as promptly as reasonably possible and so as to cause as little interference to Lessee as reasonably possible, or (g) for any other reason permitted by this Lease.

Lessee waives any claim of injury or inconvenience to Lessee's business, interference with Lessee's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by such entry. If necessary, Lessee shall provide City with keys to unlock all of the doors in the Premises (excluding Lessee's vaults, safes, and similar areas designated in writing by Lessee in advance). City will have the right to use any means that City may deem proper to open doors in the Premises and to the Premises in an emergency. No entry to the Premises by City by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Lessee from the Premises, or any part of the Premises, nor shall the entry entitle Lessee to damages or an abatement of rent or other charges that this Lease requires Lessee to pay.

ARTICLE 15 QUIET ENJOYMENT

If Lessee is not in breach under the covenants made in this Lease, City covenants that Lessee shall have peaceful and quiet enjoyment of the Premises without hindrance on the part of City. City will defend Lessee in the peaceful and quiet enjoyment of the Premises against claims of all persons claiming through or under the City.

ARTICLE 16 NOTICES

16.1 Notices. Whenever in this Lease it shall be required or permitted that notice or demand be given or served by either party to this Lease to or on the other, such notice or demand shall be in writing, mailed or delivered to the other party at the following addresses:

To City:

City of Capitola
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300

To Lessee:

County of Santa Cruz- Real Property Section
 701 Ocean Street, Room 410
 Santa Cruz, California 95060
 (831) 454-2160

Mailed notices shall be sent by United States Postal Service, certified or registered mail, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

16.2 Default Notices. Notwithstanding anything to the contrary contained within this Article, any notices City is required or authorized to deliver to Lessee in order to advise Lessee of alleged violations of Lessee's covenants under this Lease must be in writing but shall be deemed to have been duly given or served upon Lessee by City attempting to deliver at the Premises during normal business hours a copy of such notice to Lessee or its managing employee and by City mailing a copy of such notice to Lessee in the manner specified in the preceding Section.

ARTICLE 18 GENERAL PROVISIONS

18.1 Authority. Lessee represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of Lessee are the duly designated agents of Lessee and are authorized to do so.

18.2 Brokers. Lessee warrants that it has not been represented by any real estate broker or agent in connection with the negotiation and/or execution of this Lease. In the event any broker makes claim for monies owed, Lessee shall indemnify, defend and hold City harmless therefrom.

18.3 Captions. The captions, headings and index appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

18.4 City Approval. Except where stated herein to the contrary, the phrases "City's approval," and "City's written approval" or such similar phrases shall mean approval of *City Manager or City's Manager's representative*.

18.5 Cumulative Remedies. In the event of a default under this Lease, each Party's remedies shall be limited to those remedies set forth in this Lease. Any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting Party may be entitled.

18.6 Entire Agreement. This Lease, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

18.7 Estoppel Certificate. Lessee shall at any time during the term of this Lease, within five (5) business days of written notice from City, execute and deliver to City a statement in writing certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification. Lessee's statement shall include other details requested by City, such as the date on which rent and other charges are paid, the current ownership and name of Lessee, Lessee's knowledge concerning any outstanding defaults with respect to City's obligations under this Lease and the nature of any such defaults. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrancer of the Premises. Lessee's failure to deliver such statements within such time shall be conclusively deemed to mean that this Lease is in full force and effect, except to the extent any modification has been represented by City, that there are no uncured defaults in the City's performance, and that not more than one month's rent has been paid in advance.

18.8 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference.

18.9 Force Majeure. In the event either party is prevented or delayed from performing any act or discharging any obligation hereunder, except for the payment of rent by Lessee, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormal adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Lease or the City's occupancy of the Premises, or any other casualties beyond the reasonable control of either party except casualties resulting from Lessee's negligent operation or maintenance of the Premises ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

18.10 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

18.11 Interpretation. The language of this Lease shall be construed simply according to its plain meaning and shall not be construed for or against either party.

18.12 Joint and Several Liability. If more than one person or entity executes this Lease as Lessee, each of them is jointly and severally liable for all of the obligations of Lessee hereunder.

18.13 Lease Administration. This Lease shall be administered on behalf of the City of Capitola, by _____, or by such person's duly-authorized designee (referred to

Attachment: DRAFT Capitola Library Lease (Library Lease)

collectively herein as "City's Lease Administrator"), and on behalf of Lessee by: Kimberly Finley, County of Santa Cruz, 701 Ocean Street, Room 410, Santa Cruz, California 95060, 831-454-2160, or by such other person as may be designated in writing by Lessee (referred to collectively herein as "Lessee's Lease Administrator").

18.14 Lessee's Lease Administration. Lessee confirms that Lessee's Lease Administrator has been given full operational responsibility for compliance with the terms of this Lease. Lessee shall provide City with a written schedule of its normal hours of business operation on the Premises, and Lessee's Lease Administrator or a representative designated thereby shall be (i) available to City on a twenty-four (24) hour a day, seven (7) days a week, basis, and (ii) present on the Premises during Lessee's normal business hours, to resolve problems or answer question pertaining to this Lease and Lessee's operations on the Premises.

18.15 Liquidated Damages. Any payments by Lessee to City under this Lease described as liquidated damages represent the parties' reasonable estimate of City's actual damages under the described circumstances, such actual damages being uncertain and difficult to ascertain in light of the impossibility of foreseeing the state of the leasing market at the time of the various deadlines set forth herein. City may, at its election, take any of the liquidated damages assessed in any portion of this Lease as direct monetary payments from Lessee and/or as an increase of rent due from Lessee under this Lease.

18.16 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

18.17 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

18.18 Payments. Except as may otherwise be expressly stated, each payment required to be made by Lessee shall be in addition to, and not a substitute for, other payments to be made by Lessee.

18.19 Successors & Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

18.20 Time of Essence. Time is of the essence of each and every provision of this Lease.

18.21 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. The waiver by City of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Lease. City's subsequent acceptance of partial rent or performance by Lessee shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease or of any right of City to a forfeiture of the Lease by reason of such breach, regardless of City's knowledge of such preceding breach at the time of City's acceptance.

The failure on the part of City to require exact or full and complete compliance with any of the covenants, conditions of agreements of this Lease shall not be construed as in any manner changing or waiving the terms of this Lease or as estopping City from enforcing in full the provisions hereof. No custom or practice which may arise between the parties hereto in the course of administering this Lease shall be construed to waive, estop or in any way lessen City's right to insist upon Lessee's full performance of, or compliance with, any term, covenant or condition of this Lease or to inhibit or prevent City's exercise of its rights with respect to any default, dereliction or breach of this Lease by Lessee.

SIGNATURE PAGE TO FOLLOW

DRAFT

Attachment: DRAFT Capitola Library Lease (Library Lease)

CITY OF CAPITOLA	COUNTY OF SANTA CRUZ
------------------	----------------------

Jamie Goldstein City Manager _____ Date	Matt Machado, Director Department of Public Works _____ Date
APPROVED AS TO FORM: _____ Date	APPROVED AS TO FORM: _____ Date
City Attorney	Office of County Counsel
_____ Date	_____ Date
	APPROVED AS TO INSURANCE: _____ Date
	Risk Management
	_____ Date
	RECOMMENDED FOR APPROVAL: _____ Date
	Real Property
	_____ Date
	RECOMMENDED FOR APPROVAL: _____ Date
	_____ Date

DRAFT

Attachment: DRAFT Capitola Library Lease (Library Lease)

EXHIBIT "A"
Premises

DRAFT

Attachment: DRAFT Capitola Library Lease (Library Lease)

EXHIBIT "B"
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Without limiting Lessee's indemnification obligations to City under this Lease, Lessee shall provide and maintain for the duration of this Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the Leased Premises. The cost of such insurance shall be borne by the Lessee.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office Form CG0001.
- B. Automobile Liability covering all owned, non-owned and hired auto, Insurance Services Office form CA0001.
- C. Workers Compensation, as required by State of California and Employer's Liability Insurance.
- D. Property Insurance: Lessee shall maintain property insurance coverage for all real property being leased at full replacement value, including improvements and betterments. Lessee shall also provide property insurance for all City-owned personal property contained within or on the leased Premises. The policy must be written on an "all risks" basis, including coverage for earthquake. The contract shall insure for not less than ninety (90) percent of the actual cash value of the personal property, and Lessee shall name City as an additional insured and loss payee.

2. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability and Independent Contractors: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000 and shall be a Per Location Aggregate. Fire Damage Limit (Any One Fire) \$300,000 and Medical Expense Limit (Any One Person) \$5,000.

- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage. Coverage will include contractual liability.
- C. Employers Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of City of Capitola.
- D. Property: Full replacement cost with no coinsurance penalty provision.

3. Deductibles and Self-Insured Retentions

Any liability deductible or self-insured retention must be declared to and approved by the City's Risk Manager. The property insurance deductible shall not exceed \$_____ per occurrence and shall be borne by Lessee.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Lessee shall contain an additional insured endorsement applying coverage to the City of Capitola, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the City, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the City, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the City, individually and collectively. Any insurance or self-insurance maintained by the City, the members of the Board of Supervisors of the County, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City at the address shown in section of Lease entitled "Notices".

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by City's Risk Manager.

6. Proof of Insurance

Lessee shall, as soon as practicable following the placement of insurance required hereunder, but in no event later than the effective date of the Contract, deliver to City certified copies of the actual insurance policies specified herein, together with appropriate separate endorsements thereto, evidencing that Lessee has obtained such coverage for the period of the Contract. Thereafter, copies of renewal policies, and appropriate separate endorsements thereof, shall be delivered to City within thirty (30) days prior to the expiration of the term of any policy required herein.

7. Failure to Obtain or Maintain Insurance; City's Remedies

Lessee's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Lease, and City may, at its option, terminate the Lease for any such default by Lessee.

8. No Limitations of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Lessee, and any approval of said insurance by the City are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Lessee pursuant to the Lease, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

City retains the right at any time to review the coverage, form and amount of insurance required herein and may require Lessee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Lessee may, with the prior written consent of City's Risk Manager, fulfill some or all of the insurance requirements contained in this Lease under a plan of self-insurance. Lessee shall only be permitted to utilize such self-insurance if in the opinion of City's Risk

Manager, Lessee's (i) net worth, and (ii) reserves for payment of claims of liability against Lessee, are sufficient to adequately compensate for the lack of other insurance coverage required by this Lease. Lessee's utilization of self-insurance shall not in any way limit liabilities assumed by Lessee under this Lease.

11. Lessees' Insurance

Lessee shall require any sub-Lessee, of all or any portion of the Premises to provide the insurance coverage described herein prior to occupancy of the Premises.

12. Waiver of Subrogation

Lessee and City waive all rights to recover against each other or against any other tenant or occupant of the building, or against the officers, directors, shareholders, partners, employees, agents or invitees of each other or of any other occupant or tenant of the building, from any Claims (as defined in the Article entitled "Indemnity") against either of them and from any damages to the fixtures, personal property, Lessee's improvements, and alterations of either City or Lessee in or on the Premises and the Property, to the extent that the proceeds received from any insurance carried by either City or Lessee, other than proceeds from any program of self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Lessee shall be a standard waiver of rights of subrogation against City by the insurance company issuing said policy or policies.

ORIGINAL

FIRST IMPLEMENTATION AGREEMENT TO REDEVELOPMENT PASS-THROUGH AGREEMENT AND LIBRARY AGREEMENT

This First Implementation Agreement to Redevelopment Pass-Through Agreement and Library Agreement (the "First Implementation Agreement") is entered into to be effective as of the ~~17th~~ day of August, 2004 (the "Effective Date"), by and among the City of Capitola (the "City"), the Redevelopment Agency of the City of Capitola (the "Agency"), and the County of Santa Cruz (the "County") (each individually a "Party" and collectively the "Parties").

R E C I T A L S:

A. On June 24, 1982, the City Council of the City adopted its Ordinance No. 522 approving the Redevelopment Plan for the Capitola Redevelopment Project (the "Original Redevelopment Plan"). The City subsequently approved a First Amendment to the Original Redevelopment Plan on or about February 14, 1985 (Ordinance No. 583) and a Second Amendment to the Original Redevelopment Plan (as previously amended by the First Amendment) on or about January 12, 1995 (Ordinance No. 773). The Original Redevelopment Plan, as amended by the First Amendment and Second Amendment thereto, are referred to herein as the "Existing Redevelopment Plan."

B. In 1984, the Agency and the County entered into the "Agreement Between the Redevelopment Agency of the City of Capitola and the County of Santa Cruz Regarding Pass-Through of Tax Increments Pursuant to Health and Safety Code Section 33401" (the "Original Pass-Through Agreement") which provides for, inter alia, the "pass through" by the Agency to the County (including certain taxing entities affiliated with the County) of tax increment revenues generated from within the redevelopment project area described in the Original Redevelopment Plan (the "Original Project Area").

C. On or about April 1, 1987, the City and County entered into an agreement (the "First Library Agreement") pursuant to which the City agreed to construct a 7,000 square foot branch library building on a site adjacent to the Capitola Mall, the City agreed to lease the completed library building and site to the County for \$1.00 per year, and the County agreed to operate the library for the public benefit, all as more particularly set forth therein.

D. On or about March 4, 1993, the City, Agency, and County entered into an agreement (the "Second Library Agreement") which provided for the construction of a larger 12,500 square foot library branch at the corner of Clares Street and Wharf Road in the City of Capitola (the "Library Site"), the lease of the Library Site by the City to the County for \$1.00 per year, and the County's operation of the library, all in lieu of the library project contemplated in the First Library Agreement.

E. Paragraph 5.B of the Second Library Agreement authorized the City and Agency to terminate said agreement if they notified the County in writing prior to June 30, 1993, that they were unable to arrange the financing they were required to provide as set forth in Paragraph 3.C thereof. On or about March 3, 1997, the City and Agency notified the County

that they did not intend to proceed further with the project contemplated in the Second Library Agreement.

F. Paragraph 8 of the Second Library Agreement provides in pertinent part that “[i]n the event this agreement is terminated for any reason prior to construction of the Branch Library . . . , the prior agreement [i.e., the “First Library Agreement”] . . . shall be reinstated.”

G. As of the Effective Date of this First Implementation Agreement, neither the library contemplated by the First Library Agreement nor the Second Library Agreement has been constructed. Instead, in or about 1997 the City constructed a parking lot and caused a 4,300 square foot interim branch library to be placed at the Library Site.

H. Prior to the date of this First Implementation Agreement, the City and Agency have prepared and approved or are considering for approval two proposed amendments to the Existing Redevelopment Plan: first, an amendment that would, inter alia, extend the time limits in the Existing Redevelopment Plan for the Agency to collect tax increment revenues and to repay indebtedness from approximately June 2017 to approximately June 2032 (the “Time Extension Plan Amendment”); and second, an amendment that would, inter alia, add approximately 7.9 acres of land area to the Original Project Area consisting of the Rispin Mansion property and the adjacent Capitola City library and authorize the Agency to exercise its redevelopment authority with respect to such additional area (the “Rispin Mansion Plan Amendment”) (collectively, the “Plan Amendments”).

I. A dispute has arisen between and among the Parties to the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement regarding the Parties’ respective interpretations of and performance under said agreements. The Parties desire to settle such disputes as set forth in this First Implementation Agreement.

J. The Parties agree that this First Implementation Agreement is intended as a clarification and confirmation of the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement and not as a material amendment thereto. In particular, the Parties agree that the Agency’s obligations as memorialized in this First Implementation Agreement, including any conditions or limitations on such obligations, relate back to the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement and do not expand or add to the Agency’s obligations set forth in those agreements, and accordingly that this First Implementation Agreement is consistent in all respects with the provisions of the California Community Redevelopment Law, including without limitation California Health & Safety Code Sections 33401, 33607.5, and 33607.7.

K. A dispute has also arisen between and among the Parties concerning the Plan Amendments. In consideration for the Agency’s and City’s willingness to clarify and confirm the intent of the Original Pass-Through Agreement, the First Library Agreement, and the Second Library Agreement, as provided in this First Implementation Agreement, the County has agreed to withdraw any objections it might otherwise have to the Plan Amendment, as more particularly described and subject to the terms and conditions set forth herein.

C O V E N A N T S:

Based upon the foregoing Recitals, which are incorporated into this Agreement by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by all Parties, the City, Agency, and County agree as follows:

1. Clarification and Confirmation of Term of Agency's Pass-Through Obligations.

The Original Redevelopment Plan authorized the Agency to collect tax increment revenues for a period of thirty-five (35) years and the Original Pass-Through Agreement provided for various pass-through amounts to be retained by or paid to the County and its affiliated affected taxing entities for the full 35-year term of the Original Redevelopment Plan. The Parties hereby confirm that their original intent in entering into the Original Pass-Through Agreement was that the pass-through payments that were provided for therein would continue to be made for as long as the Agency continues to receive tax increment revenues from the Original Project Area. Accordingly, the Parties agree that the pass-through obligations provided for in the Original Pass-Through Agreement will remain in effect with respect to the Original Project Area during the full term of the Existing Redevelopment Plan as extended by the Time Extension Plan Amendment and any other amendment to the Existing Redevelopment Plan that the City or Agency may adopt or approve after the Effective Date that extends the time limit for the Agency to receive property tax increment revenues from all or any portion of the Original Project Area.

2. Clarification and Confirmation of Method for Calculating Pass-Through Amounts.

For purposes of the provisions set forth in the Original Pass-Through Agreement that identify specific percentages or amounts of tax increment that are to be passed through to the County and its affiliated affected taxing entities during specific years of the "Project," the Parties agree that the first year of the Project was fiscal year 1982-1983. The amount of the Agency's pass-through obligations for the additional term added by the Time Extension Plan Amendment to the Existing Redevelopment Plan (and any other similar time extension) shall be calculated based upon the Agency's obligations in the 35th year of the "Project" (as such obligations are clarified in this First Implementation Agreement), which obligation the Parties agree equals one hundred percent (100%) of the portion of the property tax increment revenues generated from within the Original Redevelopment Project Area pursuant to California Health & Safety Code Section 33670(b) that would have been allocated and paid to the County (for the benefit of the County's General Fund, the County's Special District Augmentation Fund, and the County Library Fund) and the County's affiliated affected taxing entities (including the Santa Cruz County Flood Control and Water Conservation District, the Santa Cruz County Flood Control and Water Conservation District Zone 4, and the Santa Cruz County Flood Control and Water Conservation District Zone 5) but for the existence of the Existing Redevelopment Plan (as amended by the Plan Amendments) (collectively, the "County's Share of Tax Increment"). In this regard, it is understood and agreed that the County's Share of Tax Increment shall not be reduced if and to the extent (i) the Agency is required to pay, set aside, or expend any percentage or amount of its tax increment revenues for housing purposes (e.g., Health & Safety Code Sections 33334.2 et seq.), for contributions to the Educational Revenue

Augmentation Fund (see Health & Safety Code Sections 33680 et seq.), or for other purposes that may or may not be of benefit to the City or Agency or (ii) the amount of the Agency's tax increment revenues is reduced by State law and the funds are diverted to some other purpose or use (except to the extent that the loss of revenues to the County and its affiliated affected taxing entities under this Agreement is offset by identifiable and quantifiable replacement tax revenues or subventions provided pursuant to State law). In this regard, it is further understood and agreed that to the extent that the County and its affiliated affected taxing entities have not been fully reimbursed prior to the Effective Date of this First Implementation Agreement for any of the County's Share of Tax Increment from prior fiscal years that was deferred as provided for in the Original Pass-Through Agreement, nothing in this First Implementation Agreement is intended to excuse or terminate the right of the County and its affiliated affected taxing entities to receive such reimbursements, but if such reimbursements are received in the 35th year of the "Project" the amount thereof shall not be added to or included in the calculation of the County's Share of Tax Increment in a manner that results in the County or its affiliated affected taxing entities being entitled to retain or receive more tax increment revenues generated from within the Original Project Area than the County and such taxing entities would have received but for the existence of the Existing Redevelopment Plan (as amended).

Finally, it is understood and agreed that the terms of the Original Pass-Through Agreement do not apply to the territory added by the Rispin Mansion Plan Amendment to the Original Project Area and that the so-called "statutory pass-through" obligations set forth in California Health & Safety Code Section 33607.5 (as the same may be amended from time to time) shall apply to said portion of the Agency's amended Redevelopment Project Area.

3. Clarification and Confirmation that Actual County and Affiliated Entities' Share of Tax Increment is to be Used in Calculating Pass-Through Amounts.

Sections 1-4 of the Original Pass-Through Agreement set forth specific percentages of tax increment revenues that are required to be passed through to the County General Fund, the Special District Augmentation Fund, the County Library Fund, and the County Special District Funds over the term of the Original Redevelopment Plan. The percentages specified in the Original Pass-Through Agreement were the actual percentage shares of property tax revenues that were allocable to the County and its affiliated affected taxing entities in the base year at the time the Original Redevelopment Plan was adopted (fiscal year 1981-1982). Over the years, the County's and its affiliated affected taxing entities' actual percentage shares of the ad valorem property taxes generated by the base year valuation of properties in the Original Redevelopment Project Area have changed slightly due to a variety of circumstances. The Parties hereby confirm that their original intent in entering into the Original Pass-Through Agreement was to have the pass-through amounts calculated based upon each of the County's and its affiliated affected taxing entities' actual percentage shares of ad valorem tax revenues generated by the base year valuation (as adjusted in accordance with applicable law), not the arbitrary fixed percentages that existed at that time. It also serves the administrative convenience of all Parties that the actual percentage figures in effect from time to time be utilized in this calculation rather than the historic percentage figures from fiscal year 1981-1982 which are no longer accurate. Accordingly, as a matter of administrative convenience and to better effectuate the original intention of the Parties as set forth in the Original Pass-Through Agreement, and not as an amendment thereto, the Parties agree that calculation of the pass-

through amounts due hereunder shall be based in each fiscal year upon the then-current actual percentages instead of the fixed percentages identified in the Original Pass-Through Agreement.

4. Library Obligation.

A. Subject to the conditions set forth in this Paragraph 4, and in addition to the Agency's obligations set forth in Paragraphs 1-3, no later than June 30, 2018, the Agency shall design and commence construction or cause to be designed and commenced the construction of a minimum 7,000 square foot library building and related on-site improvements such as driveways, parking, and landscaping (collectively, the "Library") on the Library Site or other acceptable site, subject to the outcome of public hearings and environmental review conducted by the City and/or the Agency with respect to said project and subject to the further understanding that the City and Agency cannot commit to a particular site prior to completion of the environmental review process and they may designate an alternative site after consultation with the County that serves the same area that is intended to be served by the Library on the Library Site. Once commenced, construction of the Library shall be completed in not more than three (3) years. The Library to be provided by the Agency shall include new fixtures, equipment, including shelving, and any other necessary contents meeting a reasonable standard for new library projects and, in addition, any usable contents from the Capitola interim branch library referred to in Recital G shall be transferred to the new facility upon its completion and title to said property shall be transferred to the County at that time.

B. Prior to commencement of construction of the Library, the Agency shall provide the County with a declaration of the Agency's intent to build the Library. The Agency shall consult with the County and Library Authority regarding the design of the Library. The Library shall be designed in consultation with the County and the Director of Libraries for the City/County Library System or its successor. The City or Agency shall have final approval authority with respect to the Library's exterior design and with respect to the related on-site improvements, provided that the Library meets applicable federal, state, and local code requirements, including accessibility for disabled persons, and that the minimum 7,000 square foot building size shall not be reduced without the County's prior written consent, which consent the County may withhold in its sole and absolute discretion. The County or its designee shall have final approval authority with respect to the Library's interior functional design and layout in order to ensure the maximum usability of the space in accordance with library design standards and needs established by the County's designated operator of the Library, and such approval shall not be unreasonably withheld, conditioned, or delayed.

C. If the Library is constructed on the Library Site or on an alternate site owned by the City or the Agency meeting the requirements referred to herein, the City or Agency, as applicable, agree to lease the site to the County (or its designee) and the County agrees to lease said Site from the City or Agency following completion of the Library construction pursuant to a ground lease (the "Lease"). The Lease shall provide for the County or its designee to pay rent in the amount of One Dollar (\$1.00) per year for a term of ninety-nine (99) years (or such shorter period to which the Parties may hereafter agree in writing or the maximum lease period allowed by law, if less than 99 years). The Lease shall permit use of the premises only for purposes of a library and incidentally related uses consistent with a library

use and shall obligate the County to provide staffing levels and service hours for the Library that are not less than the comparable staff levels and service hours provided at the Aptos County Branch Library, as said staffing levels at the Aptos County Branch Library may change from time to time. The Lease shall further require that the County or its designee assume responsibility for maintenance, repairs, and operation of the Library and the premises, provide for customary indemnifications for the benefit of the ground lessor and contain such other terms consistent with the foregoing as may be acceptable to the Parties to the Lease. Notwithstanding that the Lease is not being executed concurrently with the execution of this First Implementation Agreement, the Parties agree that this First Implementation Agreement is intended to create a final, binding contractual commitment with respect to the terms of the Lease, subject to the terms and conditions set forth herein and in compliance with applicable laws, and the Parties covenant to cooperate reasonably and in good faith and to take all other actions consistent herewith to cause the Lease to be executed prior to the date construction of the Library is commenced.

D. Notwithstanding any other provision set forth in this First Implementation Agreement to the contrary, the Agency's maximum financial obligation to the County for design and construction of the Library shall be a present value (in 2003-2004 dollars) amount of One Million Four Hundred Thousand Dollars (\$1,400,000), which amount shall increase five percent (5%) per annum (compounded annually) until the fiscal year (July 1-June 30) in which the Library construction is completed or the full amount of the accrued Agency Assistance has been paid to the County as provided in paragraph 4.H hereinbelow (the "Agency Assistance").

No later than February 1, 2005, and February 1st of each fiscal year thereafter through February 1, 2018, or until the total amount of the Agency Assistance is funded or the Library construction is completed, whichever first occurs, the Agency shall pay to the County from tax increment and the County shall deposit in a separate trust account that earns interest at a rate equivalent to the County's pooled investment fund (with the County's Auditor-Controller designated as trustee and the County's Chief Administrative Officer or designee having the joint power on behalf of the County, together with the Agency's designee, to instruct the trustee re disbursements and expenditures) the "Minimum Scheduled Payment Amounts" set forth in the following schedule:

(1)	(2)	(3)	(4)	(5)	(6)
Year No.	Fiscal Year	Total Amount of Agency Assistance Obligation (Increased by 5% per year)	Minimum Scheduled Payment Amount ¹	Accrued Interest ²	Cumulative Agency Assistance Amount Available

Obligation in 2003-2004 Dollars \$1,400,000

1	2004-05	\$1,400,000	\$25,000	\$375	\$25,375
2	2005-06	1,470,000	25,000	1,136	51,511
3	2006-07	1,543,500	25,000	1,920	78,432
4	2007-08	1,620,675	25,000	2,728	106,160
5	2008-09	1,701,709	25,000	3,560	134,719
6	2009-10	1,786,794	25,000	4,417	164,136
7	2010-11	1,876,134	162,900	7,368	334,404
8	2011-12	1,969,941	179,502	12,725	526,631
9	2012-13	2,068,438	211,720	18,975	757,325
10	2013-14	2,171,860	250,243	26,473	1,034,041
11	2014-15	2,280,452	287,116	35,328	1,356,485
12	2015-16	2,394,475	325,579	45,578	1,727,643
13	2016-17	2,514,199	366,577	57,328	2,151,548
14	2017-18	2,639,909	417,640	70,811	2,639,999

The Agency may prefund any portion of the Agency Assistance at any time. "Prefund" as used in this section shall mean providing the total amount of funding needed in a particular year to achieve the Agency Assistance obligation for that year as set forth in column (3) of the schedule set forth above. If for any reason the total amount of the Agency Assistance is not funded by June 30, 2018 (e.g., because the actual interest earnings in the trust fund are less than the 3% rate reflected in the foregoing schedule), the Agency shall fund the balance of the Agency Assistance at that time. In addition, if the Agency and County reasonably determine on or after June 30, 2014, that the total Agency Assistance amount will be funded even if the annual Minimum Scheduled Payment Amounts are reduced below the levels provided for in the foregoing schedule, the Agency shall have the right to reduce its contributions into the trust account prospectively consistent with such mutual determination. The maximum financial obligation of the Agency is to provide \$2,640,000 as of June 30, 2018.

1 Minimum scheduled payment amount is subject to being increased if and at such time that Agency finances Rispin Mansion project. (See below.)

2 Example only (at assumed 3% interest rate). Actual rate shall be variable rate earned by County's pooled investment fund.

Subject to the subordination provisions set forth in Paragraph 4.E, if the Agency fails to timely make any of the Minimum Scheduled Payment Amounts required hereunder (as adjusted), the County, in addition to whatever rights and remedies it may have hereunder, may at its option, after sixty (60) days written notice of default to the Agency, set off the amount of the delinquent Minimum Scheduled Payment Amounts (as so adjusted, if applicable) from future allocations of property tax increment revenues otherwise payable to the Agency and in such event the County deposit said Minimum Scheduled Payment Amounts (or portion(s) thereof) directly into the trust account.

E. The Agency's obligation to pay or fund the Agency Assistance shall be subordinate to: (1) Agency's affordable housing obligations under Health and Safety Code Section 33334.2 et seq., (2) annual payments due to the County and other taxing agencies pursuant to the Original Pass-Through Agreement, as clarified in Paragraphs 1 through 3 of this First Implementation Agreement; (3) annual administrative fees due to the County for allocating property taxes; (4) payments due on an existing proximately \$1,000,000 loan by West America Bank to the Agency that is due and payable in the Agency's 2007-2008 fiscal year (and which loan the Agency may at its option elect to extend for a period not to exceed an additional six (6) years, i.e., until an extended maturity date not later than June 30, 2014, without losing the benefit of the subordination provided for herein); (5) interest-only payments on two (2) loans owing by the Agency to the City (in the principal amounts of \$1.35 million and \$618,000, respectively); (6) any statutory Agency payment obligations to the Educational Revenue Augmentation Fund ("ERAF") in fiscal year 2006-2007 through fiscal year 2009-2010, inclusive; and (7) any payments made by the Agency at any time on or before June 30, 2010, to finance in whole or in part the Agency's financial obligations in conjunction with the planned redevelopment of the Rispin Mansion property in a total cumulative amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000); provided, however, that if the Agency makes the payments described in (7) through a debt instrument which infuses new cash, such as a bond, the Agency's Minimum Scheduled Payment Amounts set forth in the schedule in Paragraph 4.D above shall be increased by One Hundred Thousand Dollars (\$100,000) per year in each of the first three (3) years following the creation or issuance of such debt and the Minimum Scheduled Payment Amounts shall be decreased by the same amount in each of the last three (3) years in said schedule. Except as set forth above, the Agency's obligation to pay the Agency Assistance shall be superior to every other Agency obligation and in this regard it is understood that if the Agency hereafter amends or extends any of the loan obligations referred to in clauses (4), (5), or (7) of the preceding sentence beyond the times for repayment referred to therein, such amended or extended loan obligations shall at such time become junior and subordinate to the Agency's obligation to pay the Agency Assistance as provided herein.

F. Upon receipt of the Agency's certification that the funds will be used for Library design costs only, but no earlier than Year 12 (i.e., fiscal year 2015-2016) or the accumulation of eighty percent (80%) of the total Agency Assistance obligation, whichever first occurs, the County and Agency shall cooperate upon the Agency's request in causing the trustee of the trust account to release funds to the Agency to pay for the costs of pre-development and construction of the Library and for planning and design costs in an amount not to exceed fifteen percent (15%) of the total amount of the Agency Assistance obligation at that time (determined based on Column 3 of the Table set forth in Paragraph 4.D of this First

Implementation Agreement). Thus, for example, if design funds are withdrawn from the trust account in Year 12, the maximum amount of funds that can be released to the Agency for Library design costs shall be \$359,171.25 ($\$2,394,475 \times .15 = \$359,171.25$). Such funds released to the Agency shall be eligible expenditures of the Agency Assistance and shall be credited against the total amount thereof (including future interest amounts after the date such funds are released from the trust account).

Upon the Agency's certification to the County that it is prepared to commence construction of the Library and the Agency (or City) has entered into the construction contract for the Library, the Agency shall be entitled to withdraw the entire balance in the trust account for said purpose and the County shall cooperate and execute any and all documents reasonably required for that purpose.

G. Upon the Agency's completion of construction of the Library in accordance with this First Implementation Agreement and assuming that there are any Agency Assistance funds remaining in the trust account, all such funds shall be used for the benefit of the Library in a manner to be mutually approved by the Parties (or, if applicable provisions of law preclude the expenditure of such funds for such purposes, for such Library-related purposes as may be legally appropriate) and consistent with the Community Redevelopment Law.

H. In the event that the Agency reasonably determines prior to June 30, 2018 (the deadline for commencing construction of the Library), that the Library cannot be constructed consistent with the terms and conditions of this First Implementation Agreement, including without limitation because the cost of the Library exceeds the total amount of the Agency Assistance, the Agency shall have the right to notify the County in writing and thereafter the Agency and County shall negotiate in good faith for a minimum period of sixty (60) days regarding possible alternative solutions, reserving to each Party its full legislative discretion with respect thereto. If for whatever reason the Agency does not commence construction of the Library by June 30, 2018, the full amount of the Agency Assistance (including all accrued interest and any unfunded amounts required hereunder) shall be made available to the County to provide library services to the benefit of the residents in the Capitola area in a manner consistent with applicable law. The County shall provide a certification to the Agency that the County is prepared to undertake actions to provide said library services at which time the County shall be entitled to withdraw the entire balance in the trust fund and the Agency and the City shall cooperate and execute any and all documents reasonably required for said purpose.

I. The provisions of this First Implementation Agreement are intended to clarify and confirm the Parties' agreement with respect to their remaining obligations that are set forth in the First Library Agreement and Second Library Agreement and shall supersede and replace the First Library Agreement and Second Library Agreement in their entirety. If for any reason the provisions of this First Implementation Agreement pertaining to the subject matter addressed in the First Library Agreement and Second Library Agreement are found to be void or unenforceable by a final non-appealable judgment of a court of competent jurisdiction, the earlier agreement(s) shall be deemed to have survived and to be and remain in full force and effect to the same extent that such agreements would have survived and remained in effect in the event this First Implementation Agreement had never been executed, and in addition all

parties agree that any statutes of limitations or other equitable defenses (e.g. laches) to the enforcement of such surviving provisions shall be deemed to have been waived and tolled from March 4, 1993 (the date of the Second Library Agreement), to the date that the judgment invalidating the applicable provisions of this First Implementation Agreement becomes final and non-appealable.

J. On or before September 17, 2004, the City, Agency, and County shall each comply with all applicable requirements of the Community Redevelopment Law (including without limitation Health & Safety Code Sections 33445 and 33679) that may be a prerequisite or condition to the Agency's performance of its obligations set forth in this Paragraph 4 with respect to the Library, upon the conditions set forth in subparagraph 4.A.

5. County Covenant Not to Sue.

The County agrees that it will not raise any objections to or initiate or participate in, directly or indirectly, any litigation with regard to the Plan Amendments or the ordinance or other action adopting the Plan Amendments (assuming the form and content thereof is not materially changed after the Effective Date in a manner that is materially adverse to the County's interests).

6. Counterparts.

This First Implementation Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original copy and all which together shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all Parties shall not have signed the same counterpart.

7. Authority.

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this First Implementation Agreement and that such execution is binding upon the Party for which he or she is executing this document.

8. Severability.

In the event any term, covenant, condition, provision, or agreement contained in this First Implementation Agreement is held to be invalid, void, or otherwise unenforceable by a final, non-appealable judgment of any court of competent jurisdiction, such decision shall in no way affect the validity or enforceability of any other term, covenant, condition, provision, or agreement set forth herein. In the event of any such final determination of invalidity or unenforceability, the Parties shall cooperate in good faith and to the maximum extent permitted by law to amend this First Implementation Agreement consistent with the intent of the Parties as expressed herein.

9. Entire Agreement.

The Original Pass-Through Agreement shall remain in full force and effect, as the terms thereof are being clarified and confirmed by this First Implementation Agreement. In the event

of any inconsistencies between this First Implementation Agreement and the Original Pass-Through Agreement, the provisions of this First Implementation Agreement shall control. This First Implementation Agreement, together with the Original Pass-Through Agreement, integrates all of the terms and conditions mentioned herein and therein or incidental hereto and thereto, and this First Implementation Agreement and the Original Pass-Through Agreement supersede all negotiations and previous agreements between and among the Parties with respect to all or any part of the subject matter addressed herein and therein, including without limitation the subject matter addressed in the First Library Agreement and the Second Library Agreement.

10. Indebtedness of Agency.

The obligations of the Agency under this First Implementation Agreement shall constitute an indebtedness of the Agency within the meaning of California Health & Safety Code Section 33670(b). The Agency shall not take any action to jeopardize or impair the County's rights to receive the benefits provided for herein. Notwithstanding any other provision in this Agreement, the parties understand and agree that the Agency's obligation to provide Agency Assistance for the Library is to be funded solely from tax increment, and only to the extent tax increment is available, pursuant to the subordination and other provisions of Paragraph 4.

11. Third Party Beneficiaries.

The County's affiliated affected taxing entities (i.e., the Santa Cruz County Flood Control and Water Conservation District, Santa Cruz County Flood Control and Water Conservation District Zone 4, and the Santa Cruz County Flood Control and Water Conservation District Zone 5) are intended third party beneficiaries of the pass-through obligations referred to in the Original Pass-Through Agreement and Paragraphs 1-3 of this First Implementation Agreement and shall have the right to directly enforce the same.

12. Termination If Third Amendment Invalidated

If, for any reason, the Third Amendment is invalidated or invalidated with respect to the project area expansion, including the environmental review and certification related to the adoption of the Third Amendment or the Rispin Mansion Plan Amendment, then the obligations contained in Paragraph 4 of this Agreement shall be automatically terminated, any payments made thereunder to the County for Agency Assistance pursuant to said Paragraph 4 shall be returned forthwith to the Agency, any prior agreements between or among the parties with respect to the Library shall remain in full force and effect in accordance with their terms, and the parties' respective rights and obligations with respect to the Library shall be as set forth in the First Library Agreement and the Second Library Agreement, with each party thereto reserving all of its rights and defenses with respect to the enforcement of such agreements that such party would have in the absence of this Third Amendment.

[Signatures on next page]

FIRST IMPLEMENTATION AGREEMENT TO REDEVELOPMENT PASS-THROUGH AGREEMENT AND LIBRARY AGREEMENT

CITY OF CAPITOLA

Dated: 8/13, 2004

By: [Signature]

Its: City Manager

REDEVELOPMENT AGENCY OF THE CITY OF CAPITOLA

Dated: 8/13, 2004

By: [Signature]

Its: Executive Director

COUNTY OF SANTA CRUZ

Dated: 8/17, 2004

By: [Signature]
Susan A. Mauriello

Its: County Administrative Officer

Attachment: RDA County Library Settlement 2004 (Library Lease)



CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: City Manager Department

SUBJECT: Consider Bail Schedule for Fiscal Year 2021/22

RECOMMENDED ACTION: Adopt the proposed Resolution repealing Resolution No. 4149 and adopting the new bail schedule.

BACKGROUND: A regular update of the City's Bail Schedule, the official list of fines for local violations, is necessary to maintain a Schedule that is consistent with the Capitola Municipal Code. New ordinances must be reviewed and incorporated to ensure the Bail Schedule reflects the City's current code. This Schedule must also be kept up to date for the Capitola Police Department to accurately process citations of code violations and for the use of the Santa Cruz County Court database.

When calculating the base bail amount, the City considers other local jurisdictions' bail schedules and remaining consistent with similar local violations (for example, failure to get a required sign permit holds a base bail of \$100 in Capitola and Scotts Valley). While the base bail amounts listed in the City's Bail Schedule may seem low, it is important to remember that once infractions are sent to the Santa Cruz County Superior Court, fines are added so that violators ultimately pay a higher price than the City's base bail. Generally, the base bail listed is what the City of Capitola receives as the citing agency.

DISCUSSION: Below is a list of Municipal Code sections that require additions to the Bail Schedule. The changes are proposed because the code section was newly adopted or revised since the last bail schedule update. There are also several numbering changes required because of the recent adoption of Ch. 17 Zoning Code, which are highlighted in the attached exhibit rather than in the table below.

The full Bail Schedule, redlined to show changes, is also attached to this report as an exhibit to the resolution.

ORDINANCE NUMBER	CODE SECTION	VIOLATION DESCRIPTION	BASE BAIL	REASON FOR ADDITION
1031	5.38.020	TOBACCO RETAILER LICENSE REQUIRED	\$ 1,500	Code section

Bail Schedule Update
July 22, 2021

	5.38.030	SELLING OF FLAVORED TOBACCO PROHIBITED	\$ 100	revised Code section revised
1037	12.64.030	SIDEWALK VENDING PERMIT REQUIRED	<i>1st offense</i> \$50 <i>2nd offense</i> \$100	Addition to Code

FISCAL IMPACT: None.

Report Prepared By: Chloe Woodmansee
City Clerk

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/14/2021

Bail Schedule Update
July 22, 2021

RESOLUTION NO. ___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA REPEALING
RESOLUTION NO. 4149 AND ADOPTING A NEW BAIL SCHEDULE**

WHEREAS, the City Council of the City of Capitola adopted Resolution No. 4149 amending the City's Bail Schedule on April 25, 2019; and

WHEREAS, the City of Capitola determines the fines for violating the Capitola Municipal Code; and

WHEREAS, the City Council has adopted Ordinances which require inclusion of fines and changes to existing fines from its last adoption of the City's Bail Schedule in 2019; and

WHEREAS, staff has conducted a thorough review of the City's Bail Schedule and has determined and recommends City Council approval of the proposed additions, deletions, and corrections presented to the City Council at its meeting on July 22, 2021.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola as follows:

1. Resolution No. 4149 is hereby repealed in its entirety.
2. The City of Capitola Bail Schedule, attached hereto as Exhibit A, is hereby approved. Proposed new additions are indicated in red.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 22nd day of July, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Yvette Brooks, Mayor

ATTEST:

Chloé Woodmansee, City Clerk

Bail Schedule Update
July 22, 2021

**EXHIBIT A
CITY OF CAPITOLA
BAIL SCHEDULE 2021**

<u>Code Section</u>	<u>Violation Description</u>	<u>Base Bail</u>
1.40.020	CAMPAIGN CONTRIBUTION LIMITATIONS VIOLATION	\$ 250.00
4.04.010	VIOLATION OR FAILURE TO COMPLY WITH CODE PROVISIONS: (MISDEMEANORS & INFRACTIONS)	
	1ST OFFENSE	\$ 100.00
	2ND OFFENSE	\$ 200.00
	3RD OFFENSE	\$ 500.00
5.06.030	PEDDLING OR SOLICITING WITHOUT A BUSINESS LICENSE IS PROHIBITED	\$ 75.00
5.06.040	PEDDLING, SOLICITING, OR CANVASSING UPON PREMISES WHERE "NO SOLICITORS" ARE INDICATED IS PROHIBITED	\$ 75.00
5.06.050	PEDDLING, SOLICITING, OR CANVASSING OUTSIDE OF DESIGNATED HOURS ARE PROHIBITED	\$ 75.00
5.08.230A	VALID TAXICAB OWNER'S PERMIT REQUIRED	\$ 40.00
5.08.230B	VALID TAXICAB OWNER'S DRIVER'S PERMIT REQUIRED	\$ 40.00
5.12.020	VALID CARDROOM OWNER/DEALER PERMIT REQUIRED	\$ 40.00
5.12.040	USE OF HOUSE PLAYERS PROHIBITED	\$ 40.00
5.12.050	ALCOHOLIC BEVERAGES PROHIBITED	\$ 40.00
5.12.060	LOITERING PROHIBITED	\$ 40.00
5.12.080	VALID CARDROOM LICENSE REQUIRED	\$ 40.00
5.12.140	MINORS IN CARDROOMS PROHIBITED	\$ 40.00
5.14.040	FAILURE TO REGISTER SECURITY ALARM SYSTEM	\$ 100.00
5.14.090	FALSE ALARM FINES:	
	THREE (3) OR FOUR (4) FALSE ALARMS IN ANY CALENDAR YR	\$ 100.00
	FIVE (5) FALSE ALARMS IN ANY CALENDAR YEAR	\$ 150.00
	SIX (6) OR MORE FALSE ALARMS IN ANY CALENDAR YEAR	\$ 200.00
5.16.040	ALLOWING MINOR AT BINGO GAME	\$ 40.00
5.16.150	SERVING ALCOHOL AT BINGO GAME	\$ 40.00
5.16.180	CONDUCTING BINGO GAME WITHOUT PERMIT	\$ 40.00
5.16.280	BINGO PERMIT POSTING REQUIRED	\$ 40.00
5.20.020	OPERATING KENNEL OR PET SHOP WITHOUT PERMIT	\$ 500.00
5.24.020	ENTERTAINMENT PERMIT REQUIRED	\$ 110.00
5.24.090	ENTERTAINMENT PERMITS - VIOLATION OF PERMIT CONDITIONS	\$ 110.00
5.32.030	FIREARMS LICENSE REQUIRED	\$ 500.00
5.36.030	RETAIL CANNABIS LICENSE REQUIRED FOR ALL COMMERCIAL CANNABIS ACTIVITY – MEDICINAL AND ADULT USE	\$ 1,000.00
5.38.020	TOBACCO RETAILER LICENSE REQUIRED	\$ 1,500.00
5.38.030	SELLING OF FLAVORED TOBACCO PROHIBITED	\$ 100.00
5.40.020	VENDING MACHINE SALES OF TOBACCO PRODUCTS ARE PROHIBITED	\$ 75.00

Bail Schedule Update
July 22, 2021

5.40.030	VENDING MACHINE SALES OF TOBACCO PRODUCTS ARE ALLOWED ONLY IF MACHINES ARE TOKEN OPERATED	\$ 250.00
5.40.040	VENDOR-ASSISTED SALE OF TOBACCO PRODUCTS IS REQUIRED	\$ 250.00
6.08.020	INTERFERENCE WITH POUNDMASTER	\$ 100.00
6.08.120	FAILURE OR REFUSAL TO STATE TRUE NAME/EVIDENCE OF RABIES VACCINATION/LICENSE	\$ 50.00
6.12.030	VICIOUS/DANGEROUS ANIMALS	\$ 50.00
6.14.010	DOG LICENSE REQUIRED	\$ 30.00
6.14.020	DISPLAY DOG LICENSE REQUIRED	\$ 25.00
6.14.040	VACCINATION REQUIRED	\$ 40.00
6.14.130	NUMBER OF FEMALE DOG KEPT IN ONE PLACE	\$ 20.00
6.14.200	DOGS IN PUBLIC PLACES - PROHIBITED LOCATIONS	\$ 40.00
6.14.215	FAILURE OF OWNER TO PICK UP AFTER DOG DEFECATING	\$ 25.00
6.14.380	ANIMALS DOGS DEFECATING IN PUBLIC PROHIBITED	\$ 30.00
6.14.310	DOGS AT LARGE PROHIBITED	\$ 35.00
6.14.320	LEASH REQUIRED FOR DOGS OFF PREMISES	\$ 30.00
6.14.330	SAFETY OF ANIMALS IN MOTOR VEHICLES REQUIRED	\$ 60.00
6.14.340	SAFETY OF ANIMALS IN PARKED VEHICLES REQUIRED	\$ 60.00
6.14.380	ANIMALS DEFECATING ON PUBLIC/PRIVATE PROPERTY PROHIBITED	\$ 30.00
6.14.390	ANIMAL NOISE NUISANCE	\$ 30.00
6.14.400	DOGS THREATENING OR INJURING PERSONS PROHIBITED	\$ 100.00
6.14.410	DOMESTICATED ANIMAL KILLING OR INJURING OTHER DOMESTICATED ANIMALS	\$ 100.00
6.14.420	PROHIBITION OF LIVESTOCK OR WILD ANIMALS TO BE AT LARGE	\$ 30.00
6.14.430	PROHIBITION AGAINST DOGS THREATENING OR INJURING WILD GAME OR LIVESTOCK	\$ 100.00
6.14.440	DOGS THREATENING OR INJURING PERSONS PROHIBITED	\$ 100.00
6.14.445	POSSESSION OF WILD ANIMAL SPECIES PROHIBITED	\$ 110.00
6.14.455	USE OF STEEL-JAWED LEG-HOLD TRAPS PROHIBITED	\$ 110.00
6.14.590	DUTY TO REPORT ANIMAL BITES REQUIRED	\$ 50.00
6.16.030	MANDATORY SPAYING/NEUTERING	\$ 110.00
6.16.040	CARE OF FERAL CATS PROHIBITED WITHOUT SIGNED STATEMENT	\$ 50.00
6.18.060	PERMIT FOR WILD ANIMALS REQUIRED	\$ 110.00
6.18.070	KEEPING DISEASED ANIMALS PROHIBITED	\$ 50.00
6.18.100	PLACEMENT OF DEAD ANIMALS IN PUBLIC PLACES PROHIBITED	\$ 20.00
6.18.120	WILLFUL INJURY TO WILDLIFE PROHIBITED	\$ 30.00
6.20.020	FEEDING WATERFOWL/PIGEONS IN RESTRICTED AREA PROHIBITED	\$ 60.00
6.20.030	SELLING WATERFOWL/PIGEONS PROHIBITED	\$ 60.00
6.20.040	RELEASING WATERFOWL/PIGEONS IN RESTRICTED AREA PROHIBITED	\$ 30.00
6.24.010	FEEDING WILD RODENTS AND VERMIN PROHIBITED	\$ 30.00
8.04.020	ACCUMULATION OF REFUSE - PUBLIC/PRIVATE PROPERTY	\$ 30.00
8.04.040	ACCUMULATION OF COMMERCIAL GARBAGE	\$ 100.00

Bail Schedule Update
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8.04.050	PLACE, DEPOSIT, KEEP, BURY ANY GARBAGE ON, IN, OR UNDER ANY PREMISES	\$ 100.00
8.04.060	ACCUMULATION OF GARBAGE IN PUBLIC	\$ 50.00
8.04.068	MANDATORY GARBAGE SERVICE	\$ 50.00
8.04.070	GARBAGE CONTAINERS OUT OF PUBLIC VIEW ON NON-COLLECTION DAYS	\$ 50.00
8.04.080	HAULING OF TRASH BY ANY PERSON, FIRM, OR CORPORATION BESIDES THOSE DESIGNATED BY THE CITY TO BE EXCEPTIONS PROHIBITED	\$ 250.00
8.04.100	COLLECTION- INTERFERENCE PROHIBITED	\$ 250.00
8.04.110	BURNING PROHIBITED	\$ 100.00
8.04.120	UNAUTHORIZED USE OF DUMPSTER	\$ 100.00
8.06.035	RECYCLING REQUIRED	\$ 50.00
8.06.050	RECYCLABLE WASTE MATERIAL - UNAUTHORIZED COLLECTION	\$ 50.00
8.07.070	REDUCTION OF SINGLE-USE PLASTIC AND PAPER CARRYOUT BAGS	
	1ST OFFENSE (30 days or more after first warning)	\$ 100.00
	2ND OFFENSE (60 days or more after first warning)	\$ 200.00
	3RD OFFENSE (90 days or more after first warning)	\$ 500.00
8.08.100A	WILLFULLY OBSTRUCTING, HINDERING OR DELAYING EMERGENCY RESPONSE DURING DECLARED EMERGENCY	\$ 500.00
8.08.100B	VIOLATING ANY RULE OR REGULATION DURING DECLARED EMERGENCY OR DISASTER	\$ 500.00
8.08.100C	UNATHROIZED WEARING OR DISPLAYING OF EMERGENCY IDENTIFICATION DURING DELCARED EMERGENCY OR DISASTER	\$ 500.00
8.12.010	FOOD ESTABLISHMENTS- PERMIT REQUIRED	\$ 100.00
8.12.070	FOOD HANDLER – PERMIT REQUIRED	\$ 100.00
8.14.010	UNIT PRICING OF COMMODOTIES REQUIRED	\$ 100.00
8.20.010	POWER BOATS PROHIBITED ON SOQUEL CREEK	\$ 100.00
8.24.030	WATER WELL PERMIT REQUIRED	\$ 100.00
8.36.030	PROHIBITED FOOD SERVICE WARE:	
	1ST OFFENSE	\$ 100.00
	2ND OFFENSE	\$ 200.00
	3RD/FUTURE OFFENSE	\$ 300.00
8.36.035	PROHIBITED RETAIL SALES OF POLYSTYRENE FOAM PRODUCTS:	
	1ST OFFENSE	\$ 100.00
	2ND OFFENSE	\$ 200.00
	3RD/FUTURE OFFENSE	\$ 300.00
8.36.040	REQUIRED BIODEGRADABLE AND COMPOSTABLE DISPOSABLE FOOD SERVICE WARE:	
	1ST OFFENSE	\$ 100.00
	2ND OFFENSE	\$ 200.00
	3RD/FUTURE OFFENSE	\$ 300.00
8.38.050	PROHIBITION OF SMOKING IN INDOOR PUBLIC PLACES	\$ 30.00
8.38.060	PROHIBITION OF SMOKING IN OUTDOOR PUBLIC PLACES	\$ 30.00
8.38.070	PROHIBITION OF SMOKING IN CERTAIN PLACES	\$ 30.00
8.38.090	SMOKING POLICY IN PLACES OF EMPLOYMENT REQUIREMENT	\$ 30.00

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8.38.120	POSTINGS OF SIGNS	\$ 50.00
8.38.130A	REQUESTING AND EXAMINING IDENTIFICATION TO ESTABLISH PURCHASER'S AGE REQUIRED	\$ 50.00
8.38.130B	SELLING TOBACCO PRODUCTS NEAR SCHOOLS OR PUBLIC LIBRARIES PROHIBITED	\$ 50.00
8.38.150	FAILURE TO COMPLY WITH SMOKING REGULATIONS/SMOKING IN PROHIBITED AREAS	\$ 50.00
8.40.130A	FAILURE TO COMPLY WITH SAFE DRUG AND SHARPS DISPOSAL PROGRAM REQUIREMENTS	\$ 50.00
8.40.140H	KNOWING AND WILLFUL FAILURE TO COMPLY WITH SAFE DRUG AND SHARPS DISPOSAL PROGRAM REQUIREMENTS	\$ 500.00
8.46.030	BOAT MOORING	\$ 60.00
8.60.020	GRAFFITI PROHIBITED	\$ 500.00
8.60.050	DISPLAYING AEROSOL SPRAY PAINT CONTAINERS AND MARKER PENS IN ANY AREA ACCESSIBLE TO THE PUBLIC WITHOUT EMPLOYEE ASSISTANCE IS PROHIBITED.	\$ 250.00
8.64.060	ANY VIOLATION OF ORDERS OR DIRECTIVES FOR WATER SPORTS AND EQUIPMENT IS PROHIBITED.	\$ 100.00
8.68.010	ANY TRANSFERRING OF OWNERSHIP OF A FIREARM WITHOUT AN EFFECTIVE TRIGGER LOCK AND PRINTED MATERIAL ADVISING SAFE STORAGE PRACTICES IS PROHIBITED	\$ 250.00
9.04.030	PUBLIC NUDITY	\$ 75.00
9.08.010	UNLAWFUL OPERATION OF TATTOO BUSINESS	\$ 100.00
9.10.010	REMAINING ON BUSINESS PROPERTY AFTER REQUESTED TO LEAVE	
	1ST OFFENSE	\$ 100.00
	2ND OFFENSE	\$ 250.00
9.12.010	NOISE PROHIBITED, 10PM TO 8AM	\$ 110.00
9.12.015A	MECHANICAL SWEEPERS, PARKING LOT VACUUM MACHINES, AND LEAF BLOWERS ON NON-RESIDENTIAL PRIVATE PROPERTY PROHIBITED BETWEEN 11 PM TO 7 AM	\$ 50.00
9.12.015B	MECHANICAL SWEEPERS, PARKING LOT VACUUM MACHINES, AND LEAF BLOWERS ON RESIDENTIAL PRIVATE PROPERTY PROHIBITED WEEKDAYS BETWEEN 5 PM AND 8 AM AND WEEKENDS BETWEEN 4 PM AND 10 AM	\$ 50.00
9.12.015C	LEAF BLOWERS IN EXCESS OF 65 dBA PROHIBITED	\$ 50.00
9.12.015D	UNLAWFUL TO CAUSE LEAVES OR DEBRIS FROM LEAF BLOWER OPERATIONS TO BE BLOWN OR DEPOSITED ON OTHER PROPERTY	\$ 50.00
9.12.040	AMPLIFIED SOUND WITHOUT A PERMIT	\$ 100.00
9.12.070	SOUND AMPLIFICATION PERMITS - VIOLATION OF PERMIT CONDITIONS	\$ 100.00
9.20.010	DISCHARGING FIREARMS	\$ 250.00
9.20.015	POSSESSION OF FIREARMS ON CITY PROPERTY OR PUBLIC PROPERTY IN THE VICINITY OF A SCHOOL PROHIBITED	\$ 500.00
9.22.050	ANY DISPLAY OR TRANSFER OF OWNERSHIP OF A FIREARM ON THE SATURDAY NIGHT SPECIALS LIST IS PROHIBITED	\$ 250.00
9.24.010	UNLAWFUL SALE OF FIREWORKS	\$ 500.00

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9.24.020	UNLAWFUL DISCHARGE OF FIREWORKS	\$ 500.00
9.28.010	NO VEHICLES ON BEACH	\$ 100.00
9.28.020	ILLEGAL CAMPING ON BEACH	\$ 50.00
9.28.030	NO OPEN FIRES ON BEACHES	\$ 50.00
9.28.040	UNLAWFUL SALES ON BEACHES	\$ 50.00
9.30.020	VIOLATION OF SURF SCHOOL REGULATIONS	\$ 50.00
9.30.030	OPERATION OF SURF SCHOOL WITHOUT A PERMIT:	
	1ST OFFENSE	\$ 50.00
	2ND OFFENSE	\$ 100.00
	3RD OFFENSE	\$ 250.00
9.32.020	CONSUMING INTOXICATING LIQUORS IN PUBLIC PLACE, WAY OR SCHOOL GROUNDS	\$ 50.00
9.32.030	CONTAINERS PROHIBITED ON STREET, PARK, SCHOOL GROUNDS, BEACH	\$ 50.00
9.34.010	PUBLIC URINATION / DEFECACTION PROHIBITED	\$ 50.00
9.40.010	UNAUTHORIZED DISPLAY OF SIGNS ON PUBLIC STREETS, PATHS OR RIGHTS OF WAY PROHIBITED	\$ 50.00
9.44.060	UNLAWFUL DISTRIBUTION OF DRUG PARAPHENALIA	\$ 50.00
9.48.020	CAMPING PROHIBITED	\$ 50.00
9.52.010	UNENCLOSED STORAGE IN RESIDENTIAL ZONES PROHIBITED	\$ 50.00
9.61.040	CANNABIS PROCESSING AND CULTIVATION PROHIBITED	\$ 1,000.00
10.04.030	PERSONS OTHER THAN OFFICIALS NOT TO DIRECT TRAFFIC	\$ 50.00
10.04.040	OBEDIENCE TO POLICE OR OTHER AUTHORIZED OFFICERS	\$ 100.00
10.04.080	PUBLIC EMPLOYEES TO OBEY TRAFFIC REGULATIONS	\$ 30.00
10.04.070	OBSTRUCTION OR INTERFERENCE/ERASED CHALK MARKS	\$ 70.00
10.28.010	DRIVING THROUGH FUNERAL PROCESSION	\$ 50.00
10.28.020	CLINGING TO MOVING VEHICLES	\$ 50.00
10.28.030	COMMERCIAL VEHICLES USING PRIVATE DRIVEWAYS	\$ 50.00
10.28.040	RIDING OR DRIVING ON SIDEWALK	\$ 50.00
10.28.050	NEW PAVEMENT MARKINGS	\$ 30.00
10.28.060	LIMITED ACCESS	\$ 30.00
10.28.070	RESTRICTIONS ON USE OF FREEWAYS	\$ 30.00
10.28.080	OBEDIENCE TO BARRIERS AND SIGNS	\$ 50.00
10.28.090	OBSTRUCTING INTERSECTION OR CROSSWALK	\$ 50.00
10.28.100	TRAFFIC BARRIERS	\$ 50.00
10.28.110	FUNERAL ZONE VIOLATION	\$ 50.00
10.32.020	PEDESTRIANS MUST USE CROSSWALKS BUSINESS DISTRICT	\$ 30.00
10.32.030C	REMAINING ON MEDIANS PROHIBITED	\$ 20.00
10.32.030D	ENTERING A ROUNDABOUT IS PROHIBITED	\$ 20.00
10.32.030E	SUBSEQUENT OFFENSE WITHIN 6 MONTHS	\$ 100.00
10.36.010	PARKING PERMIT REQUIRED	\$ 48.00
10.36.020	STOPPING OR STANDING IN PARKWAYS	\$ 23.00
10.36.040	NO PARKING AREAS AS POSTED	\$ 41.00
10.36.045	EXPIRED METER ZONE	\$ 36.00
10.36.060	CITY HALL PARKING LOT USE: ONE-HOUR AND PERMIT PARKING	\$ 23.00
10.36.065	PARKING METER TAMPERING PROHIBITED	\$ 100.00

Bail Schedule Update
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10.36.070	STORAGE OF VEHICLE ON STREET +72 HOURS:	
	1ST OFFENSE	\$ 73.00
	2ND OFFENSE	\$ 98.00
	3RD OFFENSE	\$ 128.00
10.36.070A	PARKING A VEHICLE ON A STREET OR ALLEY FOR MORE THAN 72 CONSECUTIVE HOURS IS PROHIBITED	\$ 65.00
10.36.070B	STORAGE OF COMMERCIAL VEHICLE ON PUBLIC STREET	
10.36.070B	1ST OFFENSE	\$ 50.00
10.36.070B	2ND OFFENSE	\$ 100.00
10.36.090	REPAIRING VEHICLE ON PUBLIC STREET	\$ 50.00
10.36.100	CHARGING FOR CAR WASH ON PUBLIC STREET	\$ 50.00
10.36.110	PARKING ADJACENT TO SCHOOLS	\$ 23.00
10.36.120	PARKING ON NARROW STREET: ON OR BETWEEN WHITE LINES	\$ 38.00
10.36.130	PARKING ON GRADES: WHEELS NOT CURBED	\$ 38.00
10.36.140	PEDDLER AND VENDOR PARKING	\$ 23.00
10.36.140B	VENDOR LICENSE REQUIRED	\$ 50.00
10.36.150	EMERGENCY PARKING SIGNS	\$ 30.00
10.36.160	DISABLED COMMERCIAL VEHICLES: WARNING SIGNALS	\$ 20.00
10.36.170A	RED ZONE	\$ 43.00
10.36.170B	YELLOW ZONE	\$ 41.00
10.36.170C	PASSENGER ZONE WHITE CURB	\$ 41.00
10.36.170D	GREEN CURB - 24 MINUTES	\$ 41.00
10.36.180	PARKING OF TALL VEHICLES WITHIN 100 FT OF AN INTERSECTION:	
10.36.180	1ST OFFENSE	\$ 50.00
10.36.180	2ND OFFENSE	\$ 100.00
10.36.195	NO PARKING WEEKENDS AND HOLIDAYS WITHOUT PERMIT	\$ 48.00
10.36.210	PARALLEL PARKING 18 INCHES FROM CURB: ONE-WAY STREETS	\$ 38.00
10.36.220	DIAGONAL PARKING	\$ 31.00
10.36.230	PARKED OUT OF SPACE	\$ 31.00
10.36.240	NO STOPPING ZONES	\$ 23.00
10.36.250	TAXICAB STANDS	\$ 23.00
10.36.270	HEAVY VEHICLES - USE OF STREETS	\$ 30.00
10.36.280	HEAVY VEHICLES - PARKING	\$ 53.00
10.36.290	PARKING RESTRICTIONS AUTHORIZED: TWO-HOUR PARKING	\$ 39.00
10.36.360	STOPPING OR STANDING OR PARKING IN ALLEYS	\$ 38.00
10.36.380	PARKING RESTRICTIONS CITY-CONTROLLED OFF-STREET PARKING	\$ 30.00
10.44.030	PERSONAL TRANSPORTATION DEVICE (PTD) PROHIBITED ON SIDEWALKS	\$ 30.00
10.44.040	OPERATING ON RIVERVIEW PATH FROM MACDONALD TO STOCKTON PROHIBITED	\$ 100.00
10.44.060	PARKING IN PUBLIC RIGHT OF WAY PROHIBITED	\$ 100.00
10.44.070	UNLAWFUL PARKING	\$ 31.00

Bail Schedule Update
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10.44.080	UNAUTHORIZED RACING AND/OR TRICK RIDING	\$ 100.00
10.44.090	PTD/BIKE RACK PERMIT REQUIRED	\$ 48.00
10.44.100	VALID PEDICAB OWNER'S PERMIT REQUIRED	\$ 40.00
10.44.120	BICYCLE SERIAL NUMBER DESTRUCTION	\$ 100.00
10.48.010	TRUCK ROUTES	\$ 50.00
10.48.020	ADVERTISING VEHICLES WITH SOUND AMPLIFYING LOUDSPEAKER	\$ 50.00
10.48.040	COMMERCIAL VEHICLES PROHIBITED FROM STREETS	\$ 50.00
10.56.010	MAXIMUM VEHICLE LENGTH	\$ 73.00
12.04.020	PERMITS ARE REQUIRED TO CONSTRUCT CURBS, GUTTERS AND SIDEWALKS	\$ 100.00
12.08.010	PERMIT TO OPEN, EXCAVATE OR TRENCH IN PUBLIC STREET REQUIRED	\$ 100.00
12.12.110	PERMITS ARE REQUIRED FOR ANY WORK DONE TO A HERITAGE TREE, DISREGARDING MAINTENANCE TRIMMING	\$250 / \$1,000
12.12.120	ANY DESTRUCTION VISITED UPON ANY PUBLIC TREE, OR DESTRUCTION TO A PRIVATE TREE THAT COULD SUBSEQUENTLY HARM A PUBLIC TREE WITHOUT FIRST OBTAINING A PERMIT IS PROHIBITED	\$250 / \$1,000
12.12.130	FAILURE TO PROTECT OR MAINTAIN TREES ON CONSTRUCTION/DEMOLITION SITES IS A VIOLATION	\$250 / \$1,000
12.12.160	CUTTING OR REMOVAL OF TREES IN THE CITY WITHOUT A TREE REMOVAL PERMIT IS PROHIBITED	\$250 / \$1,000
12.12.270	VIOLATION OF COMMUNITY TREE / FOREST MANAGEMENT ORDINANCE	TREE REPLACE- MENT VALUE
12.40.015	UNLAWFUL USE OF PUBLIC PARKS	\$ 100.00
12.42.010	DEPOT HILL BLUFF - PROHIBITION AGAINST GRADING, DISTURBING, ERECTING ANY STRUCTURE, MINING OR EXTRACTING MATERIALS:	
	1ST OFFENSE IN A 12-MONTH PERIOD	\$ 100.00
	2ND OFFENSE IN A 12-MONTH PERIOD	\$ 250.00
	3RD OFFENSE IN A 12-MONTH PERIOD	\$ 500.00
12.44.010	PROHIBITION LIMITING BOATS ON CAPITOLA BEACH DURING WORKING HOURS	\$ 50.00
12.48.010	DOGS PROHIBITED ON WHARF	\$ 50.00
12.48.020	DIVING AND JUMPING FROM WHARF PROHIBITED	\$ 50.00
12.48.030	TYING BOATS TO WHARF PROHIBITED	\$ 50.00
12.48.040	OVERHEAD CASTING FROM WHARF PROHIBITED	\$ 30.00
12.48.050	UNAUTHORIZED VEHICLES PROHIBITED ON WHARF	\$ 108.00
12.48.060	BURNING ON WHARF PROHIBITED	\$ 50.00
12.48.070	TRESPASSING ON WHARF WHILE CLOSED PROHIBITED	\$ 50.00
12.48.090	WATER SKIING/JET SKIING, CAPITOLA BEACH	\$ 50.00
12.48.110	POWER BOAT, CAPITOLA BEACH	\$ 50.00
12.48.120	30 MINUTE FLOATING DOCK LIMIT	\$ 30.00
12.48.130	PRIVATE VOLLEYBALL NETS ON BEACH PROHIBITED DURING THE SUMMER PERIOD	\$ 30.00

Bail Schedule Update
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12.48.140	GLASS CONTAINERS AND ALCOHOLIC BEVERAGE CONTAINERS LARGER THAN ONE GALLON PROHIBITED ON PUBLIC BEACH	\$ 30.00
12.52.010	SKATEBOARDING IS PROHIBITED IN (NEARLY ALL OF) ESPLANADE /CAPITOLA VILLAGE AREA	\$ 30.00
12.52.010A	SKATEBOARDING PROHIBITED ON SIDEWALKS OR CURBS	\$ 30.00
12.52.010B	SKATEBOARDING PROHIBITED - ESPLANADE PARK/RESTROOMS	\$ 30.00
12.52.010C	SKATEBOARDING PROHIBITED - PACIFIC COVE MOBILEHOME PARK AND PACIFIC COVE PARKING LOT	\$ 30.00
12.52.010D	SKATEBOARDING PROHIBITED - SIDEWALKS OF CERTAIN STREETS LOCATED IN CAPITOLA VILLAGE	\$ 30.00
12.52.010E	SKATEBOARDING PROHIBITED - SIDEWALKS OF CERTAIN STREETS LOCATED IN CAPITOLA VILLAGE	\$ 30.00
12.52.020	SKATEBOARDING PROHIBITED IN ANY AREAS NOT INCLUDED IN SECTION 12.52.010 IF ONE OR MORE SIGNS IS POSTED PROHIBITING SKATEBOARDING	\$ 30.00
12.52.030A	SKATEBOARDING - STOP AT ALL STOP SIGNS/RED LIGHTS	\$ 30.00
12.52.030B	SKATEBOARDING - YIELD TO VEHICLES AT YIELD SIGNS	\$ 30.00
12.52.030C	SKATEBOARDING - YIELD TO PEDESTRIANS AT CROSSWALKS	\$ 30.00
12.52.030D	SKATEBOARDING - DO NOT IMPEDE TRAFFIC OR INTERFERE WITH THE FLOW OF VEHICULAR TRAFFIC	\$ 30.00
12.52.030E	SKATEBOARDING - YIELD TO APPROACHING VEHICLES WHEN ENTERING ANY ROADWAY	\$ 30.00
12.52.030F	SKATEBOARDING - DO NOT BE TOWED BY A MOTOR VEHICLE OF ANY SPEED OR A BICYCLE AT ANY UNSAFE SPEED	\$ 50.00
12.52.030G	SKATEBOARDING - YIELD BICYCLE LANES TO BICYCLES	\$ 30.00
12.52.030H	SKATEBOARDING - DO NOT TRAVEL INTO PATH OF A CLOSE VEHICLE CONSTITUTING AN IMMEDIATE HAZARD	\$ 30.00
12.52.030I	SKATEBOARDING WITH DUE CARE AT A SAFE SPEED VIOLATION	\$ 50.00
12.52.040	WHEN SKATEBOARDING ON SIDEWALKS THAT ARE NOT PROHIBITED, SKATEBOARDERS MUST YIELD TO ALL PEDESTRIANS AND PROCEED WITH CARE WHEN NEAR PEDESTRIANS	\$ 30.00
12.54.020	UNLAWFUL USE OF SKATEBOARD PARK	\$ 30.00
12.56.010	ENCROACHMENT WITHOUT PERMIT	\$ 100.00
12.56.090	INSTALLING PRIVATE IMPROVEMENTS OR OBSTRUCTIONS IN ANY PUBLIC RIGHT-OF-WAY IS PROHIBITED, BARRING THE SPECIFIED EXCEPTIONS	\$ 100.00
12.58.030	ENTERING OR REMAINING ON POSTED PROPERTY WITHOUT WRITTEN PERMISSION OF CITY MANAGER	
	1ST OFFENSE IN A 12-MONTH PERIOD	\$ 100.00
	2ND OFFENSE IN A 12-MONTH PERIOD	\$ 200.00
	3RD OFFENSE IN A 12-MONTH PERIOD	\$ 500.00
12.60.010	TRESPASS ON PUBLIC TRANSIT FACILITIES	\$100 / \$500
12.64.020	DISPLAY OR SALE OF MERCHANDISE PROHIBITED	\$ 50.00
12.64.030	SIDEWALK VENDING PERMIT REQUIRED	
	1ST OFFENSE	\$ 50.00
	2ND OFFENSE	\$ 100.00

Bail Schedule Update
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13.02.090	FAILURE TO COMPLY WITH PLUMBING FIXTURE RETROFIT REQUIREMENTS IS PROHIBITED	\$ 100.00
13.04.050	PUBLIC SEWAGE CONNECTION REQUIRED FOR BUILDINGS INTENDED FOR HUMAN HABITATION	\$ 500.00
13.16.070	UNLAWFUL DISCHARGE TO STORM DRAIN SYSTEM	\$ 500.00
13.16.180	VIOLETION OR FAILURE TO COMPLY WITH STORM WATER POLLUTION PREVENTION AND PROTECTION ORDINANCE MAY BE SUBJECT TO ENFORCEMENT ACTIONS OUTLINED IN TITLE 4	
	1ST OFFENSE	\$ 100.00
	2ND OFFENSE	\$ 200.00
	3RD OFFENSE	\$ 500.00
15.04.020	BUILDING CODE VIOLATIONS	\$ 100.00
15.12.010	ILLEGAL USE OF MOBILEHOME	\$ 50.00
15.14.010	TRANSPORTING A MOBILEHOME ACROSS PUBLIC STREETS/ALLEYS WITHOUT A PERMIT IS PROHIBITED	\$ 250.00
15.14.020	APPLICATION TO TRANSPORT A MOBILEHOME, FILED 3 DAYS PRIOR TO ANTICIPATED TRANSPORTATION IS REQUIRED	\$ 250.00
15.14.030	MOBILEHOME: A FIFTY DOLLAR PERMIT FEE IS REQUIRED	\$ 250.00
15.14.040	ALLOWING A MOBILEHOME TO STAND ON A PUBLIC STREET/ALLEY FOR MORE THAN 12 HOURS IS PROHIBITED	\$ 250.00
47.54.070 17.60.010	ERECTING FENCE WITHOUT A PERMIT	\$ 100.00
47.81.110 17.74.030	ACCESSORY STRUCTURE WITHOUT A PERMIT	\$ 100.00
47.57.020 17.80.030	PERMIT REQUIRED FOR SIGN	\$ 100.00
47.57.040 17.80.060	SIGN PROHIBITED VIOLATION	\$ 100.00
47.57.050 17.80.110	TEMPORARY SIGN VIOLATION	\$ 100.00
17.57.060	CENTRAL VILLAGE SIGN VIOLATION	\$ 100.00
47.57.070 17.80.150	PERMANENT SIGN VIOLATION	\$ 100.00
47.81.060 17.96.020	ANIMAL OFFENSIVE OR ENDANGER TO NEIGHBORS	\$ 100.00
47.81.060B 17.96.020B	NUMBER OF ANIMALS ALLOWED IN SINGLE-FAMILY DWELLING	\$ 100.00
47.81.060C 17.96.020B	NUMBER OF ANIMALS ALLOWED IN APARTMENT OR MOBILE HOME	\$ 100.00
17.96.020C	CHICKENS KEPT IN NON-PERMITTED SPACE	\$ 100.00
17.96.020D	HONEYBEES KEPT IN NON-PERMITTED SPACE	\$ 100.00
17.96.020E	PROHIBITED ANIMAL(S)	\$ 100.00
17.98.080	WIRELESS COMMUNICATION FACILITIES ARE PROHIBITED WITHIN 500 FEET OF SPECIFIED ZONING DISTRICTS (FAMILY RESIDENCE, SCHOOLS, PARKS AND OPEN SPACE, PUBLIC FACILITIES, ETC.) AND WITHIN 3,000 FEET OF COASTLINE	\$ 250.00
47.81.140 17.104.040	DISH ANTENNAE PROHIBITED	\$ 80.00
47.60.020	FAILURE TO OBTAIN CONDITIONAL USE PERMIT	\$ 100.00

Bail Schedule Update
July 22, 2021

17.124.020		
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CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF JULY 22, 2021

FROM: City Manager Department

SUBJECT: Designation of the Voting Delegate and Alternate for the 2021 League of California Cities Annual Conference

RECOMMENDED ACTION: Designate voting delegate and alternate(s), if desired.

BACKGROUND: The 2021 League of California Cities (League) Annual Conference and Expo is scheduled for September 22 through 24. The priority of the League remains the health and safety of participants; the conference will be held at the Sacramento Convention Center and the League will ensure safety protocols are followed and strengthened if necessary. At this meeting, the League holds its annual business meeting to consider and act on resolutions that establish League policy.

DISCUSSION: To vote on League items at the Conference, the City must designate a voting delegate. These representatives must be appointed by City Council action. The League needs to be notified of appointments by September 15, 2021.

Each city should appoint one delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. The delegate and alternate(s) must be registered to attend the conference, but they need not register for the entire conference; they may register for Friday only. At least one voting delegate or alternate must be present at the Business Meeting on Friday and in possession of the voting card to cast a vote.

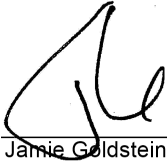
FISCAL IMPACT: In the past, Council Members have been permitted to use funds budgeted for travel and training expenses to attend the conference. The full conference cost for the appointed voting delegate is \$600, with lodging costing at a minimum an estimated \$650 for three nights. A single-day ticket, for the Friday on which voting takes place, costs \$325.

Since 2017 the City has budgeted \$2,000 for training/travel for each Council Member (\$10,000 total), and not allowed sharing of training/travel budget between Council Members. The adopted FY 2021-22 Budget currently includes \$2,500 total for all Council training and travel.

Report Prepared By: Chloe Woodmansee
City Clerk

League Voting Delegate
July 22, 2021

Reviewed and Forwarded by:



Jamie Goldstein, City Manager

7/14/2021