

# City of Capitola Agenda



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

**REVISED**  
**CAPITOLA CITY COUNCIL**  
**REGULAR MEETING**

**THURSDAY, MAY 28, 2020**

**7 PM**

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

**NOTICE OF REMOTE ACCESS ONLY:**

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

**To watch:**

1. Online <http://capitolaca.igam2.com/Citizens/Default.aspx>
2. Spectrum Cable Television channel 8
3. Zoom Meeting (link and phone numbers below)

**To participate remotely and make public comment:**

1. Send email:
  - a. As always, send additional materials to the City Council via [citycouncil@ci.capitola.ca.us](mailto:citycouncil@ci.capitola.ca.us) by 5 p.m. the Wednesday before the meeting and they will be distributed to agenda recipients.

CAPITOLA CITY COUNCIL REGULAR MEETING AGENDA  
May 28, 2020

- b. During the meeting, send comments via email to [publiccomment@ci.capitola.ca.us](mailto:publiccomment@ci.capitola.ca.us)
    - § Identify the item you wish to comment on in your email's subject line. Emailed comments will be accepted during the Public Comments meeting item and for General Government / Public Hearing items.
    - § Emailed comments on each General Government/ Public Hearing item 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](mailto:publiccomment@ci.capitola.ca.us) outside of the comment period outlined above will not be included in the record.
2. Zoom Meeting (Via Computer or Phone)
- a. Please click the link below to join the meeting:
    - § [https://us02web.zoom.us/j/82109026541?pwd=TFNvbm1ac2ZpcndFajB3UnNDaEptUT09\(link is external\)](https://us02web.zoom.us/j/82109026541?pwd=TFNvbm1ac2ZpcndFajB3UnNDaEptUT09(link%20is%20external))
    - § If prompted for a password, enter 432002
    - § 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
  - b. Dial in with phone:
    - § Before the start of the item you wish to comment on, call any of the numbers below. If one is busy, try the next one
    - § **1 669 900 6833**
    - § **1 408 638 0968**
    - § **1 346 248 7799**
    - § Enter the meeting ID number: **821 0902 6541**
    - § When prompted for a Participant ID, press #
    - § Press \*6 on your phone to "raise your hand" when the mayor calls for public comment. It will be your turn to speak when the Mayor unmutes you. You will hear an announcement that you have been unmuted. The timer will then be set to 3 minutes.

**CLOSED SESSION – 6:15 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: Jamie Goldstein, Larry Laurent  
Employee Organizations: (1) Association of Capitola Employees; (2) Confidential Employees; (3) Mid-Management Group; (4) Department Heads; (5) Capitola Police Officers Association; and (6) Captains

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

### **2. REPORT ON CLOSED SESSION**

### **3. ADDITIONAL MATERIALS**

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

### **4. ADDITIONS AND DELETIONS TO AGENDA**

### **5. PUBLIC COMMENTS**

*\*\*Information on how to submit public comment is at the beginning of this agenda\*\**

### **6. CITY COUNCIL / STAFF COMMENTS**

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

### **7. CONSENT CALENDAR**

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

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

- A. Consider the May 14, 2020, City Council Regular Meeting Minutes

RECOMMENDED ACTION: Approve minutes.

- B. Approval of City Check Registers Dated April 10, April 17, and April 24, 2020.

RECOMMENDED ACTION: Approve check registers.

- C. LEAP HCD Grant Resolution

RECOMMENDED ACTION: Adopt a Resolution authorizing the City Manager to apply for a Local Early Action Planning (LEAP) Grant to update the City' s

Inclusionary Housing Ordinance and execute the grant if awarded.

- D. Second Hearing for CDBG-CV Grant Resolution  
RECOMMENDED ACTION: Hold second public hearing for the Community Development Block Grant Coronavirus Response (CDBG-CV) application requesting up to \$250,000 of CDBG-CV grant funds and reutilizing \$80,632.35 of CDBG program income funds (total \$330,632) for three COVID-19 related relief programs.
- E. Consider Award of a Project Management and Inspection Contract for the Park Avenue Storm Damage Repair Project  
RECOMMENDED ACTION: Authorize the City Manager to enter into a contract with Cal Engineering and Geology for Construction Management Services for the Park Avenue Storm Damage Repair Project in the amount of \$66,860.
- F. Art and Cultural Commission Annual Report  
RECOMMENDED ACTION: Receive report.

**8. GENERAL GOVERNMENT / PUBLIC HEARINGS**

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

- A. Receive Update on the City's Pandemic Response  
RECOMMENDED ACTION:
  - 1. 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.
  - 2. Consider options to allow outdoor dining on the Esplanade when allowed by County Health Orders
- B. CVWBIA Update  
RECOMMENDED ACTION: Receive update report.
- C. Receive Monterey Bay Community Power Presentation  
RECOMMENDED ACTION: Receive update report.
- D. Continue Zoning Code Update Discussion  
RECOMMENDED ACTION: Continue discussion about the Zoning Code and Local Coastal Plan update to the next City Council meeting on June 11, 2020.
- E. Consider Options for Ordinance Temporarily Prohibiting Tenant Evictions Due to COVID-19  
RECOMMENDED ACTION: Receive report.
- F. Consider Awarding a Contract for the Summer Beach Shuttle Service  
RECOMMENDED ACTION: Approve a contract with MV Transportation for Summer Beach Shuttle operations. In response to the on-going COVID-19 pandemic it is anticipated that shuttle service under this contract will be cancelled for the 2020 summer season and shuttle service will resume in May of 2021.

## 9. ADJOURNMENT

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

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

**Agenda and Agenda Packet Materials:** The City Council Agenda and the complete Agenda Packet are available for review on the City’s website: [www.cityofcapitola.org](http://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](http://www.cityofcapitola.org) by clicking on the Home Page link “**Meeting Agendas/Videos.**” Archived meetings can be viewed from the website at any time.



## CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 28, 2020

FROM: City Manager Department

SUBJECT: Consider the May 14, 2020, City Council Regular Meeting Minutes

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RECOMMENDED ACTION: Approve minutes.

DISCUSSION: Attached for City Council review and approval are the minutes of the regular meeting of May 14, 2020.

ATTACHMENTS:

1. 5-14 draft

Report Prepared By: Chloe Woodmansee  
Interim City Clerk

**Reviewed and Forwarded by:**

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

Jamie Goldstein, City Manager

5/22/2020

**DRAFT CAPITOLA CITY COUNCIL  
REGULAR MEETING MINUTES  
THURSDAY, MAY 14, 2020 – 7 PM**

**REGULAR MEETING OF THE CAPITOLA CITY COUNCIL - 7 PM**

**1. ROLL CALL AND PLEDGE OF ALLEGIANCE**

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

**2. REPORT ON CLOSED SESSION**

There was no reportable action during closed session

**3. ADDITIONAL MATERIALS**

There was an email for Item 8.A and one for 8.C.

**4. ADDITIONS AND DELETIONS TO AGENDA – none**

**5. PUBLIC COMMENTS**

Three members of the public sent emails:

- 1) Laurie Ingram requested the Council state their intentions on closing or opening Capitola Beach.
- 2) The Capitola Village and Wharf Business Improvement Area requested an emergency item for Council to discuss the legality of businesses selling product via “sidewalk” sales.
- 3) David Bianchi expressed dismay that local nonprofits will have their funding cut due to the pandemic’s negative effect on Capitola’s budget.

**6. CITY COUNCIL / STAFF COMMENTS**

Vice-Mayor Brooks asked that Staff invite the Business Improvement Area to present during the next meeting and wanted options for commercial signage and other markings explored.

Councilmember Bertrand asked about the effect of not closing off the lagoon and if choosing not to do so will prohibit its closure in the future. Public Works Director Jesberg responded that keeping the lagoon open poses no jeopardy to it or the beach’s future. Councilmember Bertrand also said that many business owners may be in desperate situations due to the pandemic and that he wanted Staff to address the issues merchants are facing. He was assured that the topic would be addressed in the COVID-19 Update item on the agenda.

After receiving several emails regarding Capitola Beach and other public health measures, Mayor Petersen said she needed to clarify for the public that Capitola Council and Staff do not have the authority to open or close the beach. She also explained that herself and other local Mayors/City Managers have weekly calls with the County Health Officer and that City Council and Staff are regularly questioning and communicating with the authorities. She announced the formation of the Mayor’s Business Recovery Task Force committee, created to best serve the business community during this challenging time.

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES  
May 14, 2020

**7. CONSENT CALENDAR**

<b>MOTION:</b>	<b>APPROVE AND ADOPT AS RECOMMENDED</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Yvette Brooks
<b>SECONDER:</b>	Jacques Bertrand
<b>AYES:</b>	Bottorff, Bertrand, Storey, Petersen, Brooks

- A. Consider the April 23, 2020, City Council Regular Meeting Minutes  
RECOMMENDED ACTION: Approve minutes.
- B. Receive the Planning Commission Action Minutes from the Regular Meetings of April 2 and May 7, 2020  
RECOMMENDED ACTION: Receive minutes.
- C. LEAP HCD Grant Resolution  
RECOMMENDED ACTION: Consider a Resolution authorizing the City Manager to apply for a Local Early Action Planning (LEAP) Grant to update the City's Inclusionary Housing Ordinance and execute the grant if awarded.
- D. Update on the Emergency Repairs to the Wharf  
RECOMMENDED ACTION: Accept this report on the Emergency Repairs to the Wharf as detailed in Resolution 4169 and declare the work required to abate all hazards have been completed and no further actions are required.

**8. GENERAL GOVERNMENT / PUBLIC HEARINGS**

- A. Receive Update on the City's Pandemic Response  
RECOMMENDED ACTION:
1. By super majority vote, 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.
  2. Approve a resolution ratifying the emergency order to temporarily suspending certain Conditional Use Permit requirements regarding on-street parking and pick-up/delivery business operations.

City Manager Goldstein presented the staff report and City Attorney Zutler provided information on the State's Resistance Roadmap.

Vice Mayor Brooks asked for more clarification on why Capitola is held to Santa Cruz County's health order. She asked Staff to provide information on what local organizations are doing to respond to the pandemic in future COVID-19 Updates.

Councilmember Storey asked about guidelines for business owners to follow regarding newly allowed pick-up/delivery services. He also asked if kiosk businesses are permitted to be open for business under the new Order, and recommended that the City make a statement about the Capitola Beach closure explaining there is no ability to regulate who can visit the beach based on where the person lives.

Councilmember Bottorff asked is fishing is permitted under the Order, Staff replied this item will

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES  
May 14, 2020

be clarified with the Health Officer the following day.

Councilmember Bertrand asked how the newly appointed Business Liaison, Richard Hill, will help with communication between local businesses owners and City staff. Staff answered that a committee has been formed as well as a website to increase communication.

Councilmember Storey confirmed that Governor Newsom has not closed all beaches statewide.

During public comment, Sandi Jordan asked why the County has not requested a variance to their current position in the Governor’s Resilience Roadmap Stage 2. City Attorney Zutler again explained that the County does not currently qualify to apply for one.

<b>MOTION:</b>	<b>DETERMINE THAT HAZARDS STILL EXIST AND APPROVE RESOLUTION RATIFYING EMERGENCY ORDER 3-2020</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Bottorff
<b>SECONDER:</b>	Yvette Brooks
<b>AYES:</b>	Bottorff, Bertrand, Storey, Petersen, Brooks

B. Council Compensation Decision to Decline Adjustment  
RECOMMENDED ACTION: Affirm that the adjustment in Council’s monthly salary, previously approved to be increased to \$600 following the November 2020 election, will not be accepted by each individual member of Capitola City Council due to the economic impacts of COVID-19.

City Manager Goldstein presented the staff report and explained that each individual member of council should affirm that the previously approved increase would not be accepted.

There was no public comment.

<b>RESULT:</b>	<b>COUNCIL MEMBERS BERTRAND, BOTTORFF, STOREY, VICE MAYOR BROOKS, AND MAYOR PETERSEN EACH AFFIRMED THEY WOULD NOT ACCEPT THE SALARY INCREASE</b>
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C. Recreation Summer Programs Update  
RECOMMENDED ACTION: Receive report on modifications to the Recreation Division’s summer programs due to the COVID-19 epidemic, and consider allocating \$5,200 from the TOT Early Childhood and Youth Fund.

Recreation Division Head Bryant-Leblond presented the staff report.

Matt Arthur asked about the status of the traditional beach grading during public comment.

Vice Mayor Brooks thanked Division Head Bryant-Leblond for the presentation and asked why the age minimum for Junior Guards has been raised to seven-years-old this year. Division Head Bryant-Leblond explained that this was due to the limited number of children that will be able to participate in compliance with social distancing Orders. Vice Mayor Brooks asked if Staff would be prepared if the Beach was to be reopened before the end of potential programs to which Division Head Bryant-Leblond said yes.

Councilmember Storey confirmed that the program will be able to function even with the lagoon remaining.

Attachment: 5-14 draft (Approval of City Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES  
May 14, 2020

Councilmember Bertrand asked Fire Captain Harway if the same training can be provided to junior Guard instructors to which he responded yes.

Matt Arthur asked about the status of the traditional beach grading during public comment,

Councilmember Bertrand made a motion to adopt staff recommendation. Vice Mayor Brooks asked for a friendly amendment for the program to reserve 10 spaces for six-year-olds to register for the program. After some debate, Councilmember Bertrand agreed to the amendment.

<b>MOTION:</b>	<b>RECEIVE REPORT, APPROVE ALLOCATION OF FUNDS, AND DIRECT STAFF TO RESERVE 10 JUNIOR GUARD SPACES FOR SIX-YEAR-OLD PARTICIPANTS TO REGISTER.</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Jacques Bertrand
<b>SECONDER:</b>	Sam Storey
<b>AYES:</b>	Bottorff, Bertrand, Storey, Petersen, Brooks

D. CDBG-CV Grant Resolution  
RECOMMENDED ACTION:

1. Adopt the attached Resolution authorizing the City Manager to submit a Community Development Block Grant Coronavirus Response (CDBG-CV) application requesting up to \$114,367.65 of CDBG-CV grant funds and reutilizing \$80,632.35 of CDBG program income funds (total \$195,000) for three Covid-19 related relief programs and to execute the grant agreement upon award.
2. Identify two Council Members to participate in a CDBG-CV ad hoc subcommittee.

Community Development Director Herlihy presented the staff report and provided modified language for the staff recommendation that the grant application be for up to \$250,000.

Mayor Petersen asked when the City could expect to receive funding; Director Herlihy said the response to applications is quick. She also answered that the funds could help multiple organizations, if they can be shown to serve different populations.

Councilmember Bertrand clarified that the rental assistance program qualifies for this type of grant funding. He also asked who on Staff would oversee this grant allocation, Director Herlihy explained that an RFP will be out soon to find an experienced professional to administer the grants.

City Manager Goldstein explained that the ad-hoc committee would be comprised of Staff and two Councilmembers, and thus not regulated by the Brown Act.

One public comment was made by Paz Padilla, a representative of Community Action Board. He asked that some CDBG funds be used for rental assistance programs.

Mayor Petersen volunteered to be a member of the ad-hoc committee and asked that Vice-Mayor Brooks also join. Vice-Mayor Brooks agreed.

The City Attorney read the recommended budget adjustment, raising the application's maximum to \$250,000.

Attachment: 5-14 draft (Approval of City Council Minutes)

CAPITOLA CITY COUNCIL REGULAR MEETING MINUTES  
May 14, 2020

<b>MOTION:</b>	<b>ADOPT RESOLUTION WITH BUDGET ADJUSTMENT READ BY THE CITY ATTORNEY, IDENTIFY MAYOR PETERSEN AND VICE MAYOR BROOKS AS PARTICIPANTS IN THE AD-HOC COMMITTEE</b>
<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Ed Bottorff
<b>SECONDER:</b>	Yvette Brooks
<b>AYES:</b>	Bottorff, Bertrand, Storey, Petersen, Brooks

- E. Zoning Code Update Chapter 17.44 Coastal Overlay Zone  
RECOMMENDED ACTION: Accept staff presentation, provide direction on zoning code revisions, and continue the public hearing to the May 28, 2020, City Council meeting.

Community Development Director Herlihy presented the staff report.

There was no public comment.

<b>MOTION:</b>	<b>APPROVE STAFF RECOMMENDED CODE REVISIONS AND CONTINUE FURTHER DISCUSSION TO THE MAY 21 REGULAR MEETING</b>
<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Jacques Bertrand
<b>SECONDER:</b>	Yvette Brooks
<b>AYES:</b>	Bottorff, Bertrand, Storey, Petersen, Brooks

Commissioner Herlihy gave a brief overview of the zoning code topics to be discussed at the next public hearing.

## 9. ADJOURNMENT

The meeting was closed at 9:27 PM.

ATTEST:

\_\_\_\_\_  
Kristen Petersen, Mayor

\_\_\_\_\_  
Chloé Woodmansee, Interim City Clerk

Attachment: 5-14 draft (Approval of City Council Minutes)



## CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 28, 2020

FROM: Finance Department

SUBJECT: Approval of City Check Registers Dated April 10, April 17, and April 24, 2020.

**RECOMMENDED ACTION:** Approve check registers.

<b>Account: City Main</b>				
Date	Starting Check #	Ending Check #	Payment Count	Amount
4/10/2020	95295	95418	135	\$431,507.80
4/17/2020	95453	95486	40	\$139,505.74
4/24/2020	95487	95521	35	\$114,487.36

The main account check register dated March 27, 2020, ended with check #95294.  
Checks 95419 – 95452 were voided due to printer error.

<b>Account: Library</b>				
Date	Starting Check #	Ending Check #	Payment Count	Amount
4/17/2020	188	188	1	\$ 1,095.00
4/24/2020	190	191	2	\$716,773.76

The library account check register dated March 27, 2020, ended with check #187.

<b>Account: Payroll</b>				
Date	Starting Check/EFT #	Ending Check/EFT #	Payment Count	Amount
4/10/2020	5662	5668	97	\$163,858.58
4/17/2020	5669	5669	1	\$ 451.69
4/24/2020	14361	14446	86	\$163,224.89

The payroll account check register dated March 27, 2020, ended with check #5661.

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

Check/EFT	Issued to	Dept	Description	Amount
95306	Bear Electrical Solutions	PW	Street light replacement, February signal maintenance	\$ 11,083.75
95310	Burke Williams and	CM	February city attorney services	\$ 29,408.89

Approval of City Check Registers  
May 28, 2020

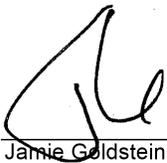
Sorensen LLP				
95319/ 95487	Coastal Watershed Council	PW	Void/reissue February & March storm water education and materials	\$ 13,628.32
95380	Santa Cruz Regional 911	PD	Quarterly service, Capital debt service payment	\$101,975.05
914	IRS	FN	Federal taxes and Medicare PPE 3/21/20	\$ 26,837.41
915	CalPERS Member Services	CM	PERS contributions PPE 3/21/20	\$ 52,496.50
921	CalPERS Health Insurance	CM	April health insurance	\$ 60,165.33
925	IRS	FN	Federal taxes & Medicare PPE 4/4/20	\$ 26,931.52
927	CalPERS Member Services	CM	PERS contributions PPE 4/4/20	\$ 52,118.28
95506	Power Engineering Contractors Inc.	PW	Wharf emergency repairs	\$ 24,063.29
95516	Visit Santa Cruz County	FN	January – March tourism marketing district remittance	\$ 46,386.55
190	John F. Otto Inc. Escrow	PW	March library construction retainer	\$ 35,838.69
191	Otto Construction Inc.	PW	March library construction services	\$680,935.07

**ATTACHMENTS:**

1. 4-10-20 City Check Register
2. 4/17/20 City Check Register
3. 4/24/20 City Check Register

Report Prepared By: Maura Herlihy  
Accountant I

**Reviewed and Forwarded by:**



Jamie Goldstein, City Manager

5/22/2020

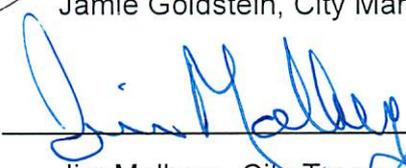
City main account checks dated April 10, 2020, numbered 95295 to 95418 plus 11 EFTs, totaling \$431,507.80, and 6 payroll account checks plus 91 EFTs, totaling \$163,858.58 for a grand total of \$595,366.38, have been reviewed and authorized for distribution by the City Manager.

As of April 10, 2020, the unaudited cash balance is \$3,926,260.21.

**CASH POSITION - CITY OF CAPITOLA**  
**April 10, 2020**

	Net Balance
General Fund	\$ (2,153,336.45)
Payroll Payables	\$ 136,773.43
Contingency Reserve Fund	\$ 2,048,845.66
Facilities Reserve Fund	\$ 475,150.72
Capital Improvement Fund	\$ 2,381,788.75
Stores Fund	\$ 56,051.25
Information Technology Fund	\$ 263,106.47
Equipment Replacement	\$ 408,673.70
Self-Insurance Liability Fund	\$ 23,620.95
Workers' Comp. Ins. Fund	\$ 241,286.54
Compensated Absences Fund	\$ 44,299.19
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 3,926,260.21</b>

The Emergency Reserve Fund balance is \$1,359,205.54 (not included above).  
The PERS Contingency Fund balance is \$896,306.31 (not included above).  
The Library Fund balance is \$4,523,910.72 (not included above).

 <hr style="border: 0; border-top: 1px solid black;"/> Jamie Goldstein, City Manager	5/4/20 <hr style="border: 0; border-top: 1px solid black;"/> Date
 <hr style="border: 0; border-top: 1px solid black;"/> Jim Malberg, City Treasurer	5/4/20 <hr style="border: 0; border-top: 1px solid black;"/> Date

Attachment: 4-10-20 City Check Register (Approval of City Check Registers)

# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95295	04/10/2020			A.L. LEASE CO.	\$123.05
	Invoice	Date	Description		Amount
	121431	03/14/2020	Grand Ave. plumbing supplies and pipe lube		\$123.05
95296	04/10/2020			ADRIENNE HARRELL	\$230.67
	Invoice	Date	Description		Amount
	AH031720	03/17/2020	Instructor payment		\$230.67
95297	04/10/2020			ADT SECURITY SERVICES INC.	\$213.46
	Invoice	Date	Description		Amount
	ADT032920	03/29/2020	Corp. yard & museum ADT monitoring		\$213.46
95298	04/10/2020			AFLAC	\$1,617.10
	Invoice	Date	Description		Amount
	032733	03/25/2020	March supplemental insurance 1001 - Payroll Payables		\$1,617.10
95299	04/10/2020			AIMEE FITZGERALD	\$232.00
	Invoice	Date	Description		Amount
	AF031720	03/17/2020	Instructor payment		\$232.00
95300	04/10/2020			ALLSAFE LOCK COMPANY	\$109.49
	Invoice	Date	Description		Amount
	52462	03/27/2020	Restroom keys		\$24.96
	52467	04/03/2020	Keys		\$11.53
	52342	02/24/2020	Keys		\$73.00
95301	04/10/2020			AMAZON CAPITAL SERVICES	\$877.00
	Invoice	Date	Description		Amount
	1DKP-JPXM-1N1F	03/25/2020	Streamlight lithium battery		\$28.60
	1XLF-V1LW-QYQ3	03/27/2020	Selfie stick tripod		\$25.06
	1XLF-V1LW-WTJH	03/28/2020	iPad keyboard case		\$40.32
	1K3X-JDWW-P7CN	03/26/2020	Laptop bags (10)		\$155.30
	1CYM-JF44-3XXV	03/28/2020	City Hall flags		\$65.01
	147D-R6VL-91KX	04/07/2020	Safety bandanas (3)		\$104.61
	13YM-T4H6-XQCP	04/05/2020	Monitors (3)		\$357.30
	19FP-FCPP-J379	04/03/2020	Laminating pouches		\$13.61
	1QNC-16FG-3HWD	04/09/2020	Duck bib overalls		\$87.19
			1000 - General Fund	\$285.41	
			2211 - ISF - Info Tech	\$591.59	

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95302	04/10/2020			AT&T/CALNET 3	\$595.05
	Invoice	Date	Description		Amount
	000014455715	03/13/2020	March telephone service		\$595.05
			1000 - General Fund	\$548.69	
			2211 - ISF - Info Tech	\$46.36	
95303	04/10/2020			AT&T/CALNET 3	\$809.66
	Invoice	Date	Description		Amount
	000014456383	03/13/2020	March T-1 access		\$809.66
95304	04/10/2020			AUTHENTIC APPROACH	\$2,500.00
	Invoice	Date	Description		Amount
	11015	04/01/2020	BIA communication and marketing management		\$2,500.00
			1321 - Village-Wharf BIA		
95305	04/10/2020			AXCIENT	\$125.00
	Invoice	Date	Description		Amount
	FY20INEFI043143	03/31/2020	March AppAssure storage		\$125.00
			2211 - ISF - Info Tech		
95306	04/10/2020			BEAR ELECTRICAL SOLUTIONS INC.	\$11,083.75
	Invoice	Date	Description		Amount
	10028	02/28/2020	February traffic signal maintenance services - response		\$1,686.95
	10077	02/29/2020	February traffic signal maintenance services - routine		\$646.80
	10136	03/13/2020	Street light replacement 41st. Ave north of Capitola Rd.		\$8,750.00
			1310 - Gas Tax		
95307	04/10/2020			BECKY ADAMS	\$303.68
	Invoice	Date	Description		Amount
	BA031720	03/17/2020	Instructor payment		\$303.68
95308	04/10/2020			BELLOWS PLUMBING HEATING & AIR	\$3,995.00
	Invoice	Date	Description		Amount
	105733	03/18/2020	PD water heater replacement		\$3,995.00
95309	04/10/2020			BIOBAG AMERICAS INC.	\$2,740.00
	Invoice	Date	Description		Amount
	471622	04/08/2020	Dog waste bags		\$2,740.00

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95310	04/10/2020			BURKE WILLIAMS AND SORENSEN LLP	\$29,408.89
	Invoice	Date	Description		Amount
	252695	03/31/2020	February city attorney services		\$13,082.39
	252696	03/31/2020	February city attorney mall services		\$8,470.00
	252698	03/31/2020	February labor negotiations services		\$4,299.28
	252697	03/31/2020	February city attorney planning services		\$3,557.22
95311	04/10/2020			CA DEPT OF TAX AND FEE ADMINISTRATION	\$458.00
	Invoice	Date	Description		Amount
	0-011-405-695	03/31/2020	Quarterly use tax on out of state purchases		\$458.00
95312	04/10/2020			CALE AMERICA INC.	\$1,829.00
	Invoice	Date	Description		Amount
	158849	03/31/2020	March active meters		\$1,829.00
95313	04/10/2020			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,794.00
	Invoice	Date	Description		Amount
	POA032720	03/27/2020	POA and gym dues PPE 3/21/20 1001 - Payroll		\$1,794.00
95314	04/10/2020			CAROLYN FLYNN	\$6,380.00
	Invoice	Date	Description		Amount
	CBF-03-2020	04/06/2020	March affordable housing contract services		\$6,380.00
95315	04/10/2020			CENTRAL MEDICAL LABORATORY INC	\$80.00
	Invoice	Date	Description		Amount
	18190	03/31/2020	20C-00422 blood draw		\$80.00
95316	04/10/2020			CLAUDIO FRANCA	\$26.01
	Invoice	Date	Description		Amount
	CF031720	03/17/2020	Instructor payment		\$26.01
95317	04/10/2020			CLEAN BUILDING MAINTENANCE CO.	\$3,719.13
	Invoice	Date	Description		Amount
	24652	03/31/2020	March janitorial services		\$3,719.13
			1000 - General Fund	\$3,453.63	
			1311 - Wharf	\$265.50	
95318	04/10/2020			COAST COUNTIES TOWING INC.	\$291.66
	Invoice	Date	Description		Amount
	010930	03/29/2020	Evidence vehicle tow 20C-00422		\$291.66

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95319	04/10/2020			COASTAL WATERSHED COUNCIL	\$13,628.32
	Invoice	Date	Description		Amount
	1796	02/29/2020	February storm water education & materials		\$6,042.34
	1802	03/31/2020	March storm water education & materials		\$7,585.98
95320	04/10/2020			COMMUNITY ACTION BOARD	\$362.23
	Invoice	Date	Description		Amount
	CAB040220	04/02/2020	February emergency housing assistance program reimbursement 5552 - SA- Program Income		\$362.23
95321	04/10/2020			CRYSTAL SPRINGS WATER CO.	\$183.50
	Invoice	Date	Description		Amount
	CSW033120	03/31/2020	March drinking water		\$183.50
95322	04/10/2020			D & G SANITATION	\$294.30
	Invoice	Date	Description		Amount
	270742	03/31/2020	Monterey Park portable toilet rental		\$294.30
95323	04/10/2020			DAVID SCOTT COBABE	\$737.30
	Invoice	Date	Description		Amount
	DSC031720	03/17/2020	Instructor payment		\$737.30
95324	04/10/2020			DIGITALBUYER	\$1,229.55
	Invoice	Date	Description		Amount
	0867830	01/09/2020	Conference table, power & data module		\$1,229.55
95325	04/10/2020			DIXON AND SON INC.	\$40.00
	Invoice	Date	Description		Amount
	224891	03/18/2020	Tire repair		\$40.00
95326	04/10/2020			DLT SOLUTIONS LLC	\$3,696.60
	Invoice	Date	Description		Amount
	SI472551	03/30/2020	Computer back up system maintenance 2211 - ISF - Info Tech		\$3,696.60
95327	04/10/2020			EIDE BAILLY LLP	\$2,463.00
	Invoice	Date	Description		Amount
	EI00949065	03/31/2020	Financial transactions report preparation & filing		\$2,463.00
95328	04/10/2020			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$150.00
	Invoice	Date	Description		Amount
	L1858684256-19	07/16/2019	Earning withholding order PPE 3/21/20 1001 - Payroll		\$150.00

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95329	04/10/2020			EWING IRRIGATION	\$441.60
	Invoice	Date	Description		Amount
	9326156	03/31/2020	Basketball nets, roundup, staples		\$441.60
95330	04/10/2020			FIRST SECURITY	\$382.50
	Invoice	Date	Description		Amount
	IN-0036483	04/01/2020	March Esplanade patrol service		\$382.50
95331	04/10/2020			FIRST SECURITY	\$356.42
	Invoice	Date	Description		Amount
	IN-0036482	04/01/2020	March skate park patrol service		\$356.42
95332	04/10/2020			FLYERS ENERGY LLC	\$4,223.55
	Invoice	Date	Description		Amount
	20-092899	03/25/2020	229 gallons gasoline		\$792.77
	20-090613	03/20/2020	409 gallons gasoline		\$1,530.76
	20-086133	03/13/2020	85 gallons diesel		\$290.68
	20-086132	03/13/2020	430 gallons gasoline		\$1,609.34
95333	04/10/2020			GARDAWORLD	\$421.30
	Invoice	Date	Description		Amount
	10559143	04/01/2020	April armored transportation services		\$209.67
	10544607	02/01/2020	February armored transportation services		\$211.63
95334	04/10/2020			GAYLORD ARCHIVAL	\$38.89
	Invoice	Date	Description		Amount
	2653045	03/10/2020	Museum artifact tags		\$38.89
95335	04/10/2020			GINA ENRIQUEZ	\$323.43
	Invoice	Date	Description		Amount
	GE040620	04/06/2020	Instructor payment		\$323.43
95336	04/10/2020			HANYA FOJACO	\$121.55
	Invoice	Date	Description		Amount
	HF040620	04/06/2020	Instructor payment		\$121.55
95337	04/10/2020			HELENA FOX	\$391.09
	Invoice	Date	Description		Amount
	HF031720	03/17/2020	Instructor payment		\$391.09

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95338	04/10/2020			HOME DEPOT CREDIT SERVICES	\$958.31
	Invoice	Date	Description		Amount
	8633060	03/20/2020	10 gal totes, febreze, resolve carpet cleaner		\$32.26
	6634437	04/01/2020	Rags, tray liner, super glue, paint cup		\$34.61
	4634713	04/03/2020	Duct tape, heavy duty ship tape		\$28.26
	6612529	04/01/2020	Bucket, tilex, sponges, liquid plumber, drain opener		\$76.51
	3647339	02/14/2020	Rags, poly roller, roller frame, ox drill/drive set		\$25.84
	646309	02/07/2020	Citrus spray, painter's towels, simple green, sponges		\$39.38
	434917	02/07/2020	Gloves		\$86.68
	1736425	02/06/2020	Surveyor vests (11)		\$141.66
	2624632	02/05/2020	Fuses		\$23.94
	1623669	01/27/2020	Duct tape, respirators, rope, bolt extractor set, gloves, tools		\$110.12
	6623106	01/22/2020	LED headlamp		\$33.66
	6644004	01/22/2020	Esplanade skylight caulking, plastic drop cloth		\$25.20
	9641522	02/28/2020	Flood light, gloves		\$78.41
	2616582	02/25/2020	Vinyl downspout		\$11.50
	7036050	03/11/2020	Funnel		\$2.04
	3062001	03/05/2020	Boiled linseed oil		\$9.78
	6610969	03/12/2020	Flap discs, brushes, brush knot grinder		\$50.83
	7036049	03/11/2020	Drinking water		\$21.45
	2623045	03/16/2020	Nylon/poly rope		\$37.04
	9632989	03/19/2020	Paint, sign supplies		\$20.64
	5521616	03/23/2020	PTC valve, tape measure		\$27.70
	5640063	03/23/2020	Deck scrubber, resolve pet foam		\$14.13
	4521671	03/24/2020	Replacement lens PD trailer		\$26.67
			1000 - General Fund	\$907.48	
			1311 - Wharf	\$50.83	
95339	04/10/2020			HUMBOLDT PETROLEUM LLC	\$19.50
	Invoice	Date	Description		Amount
	089016	03/15/2020	March car wash service		\$19.50
95340	04/10/2020			INTERSTATE ALL BATTERY CENTER	\$212.55
	Invoice	Date	Description		Amount
	632141	03/23/2020	Specialty batteries (60)		\$212.55
95341	04/10/2020			INTERSTATE BATTERY SYSTEM OF SAN JOSE INC	\$97.96
	Invoice	Date	Description		Amount
	50284565	03/26/2020	Parking meter batteries		\$97.96
95342	04/10/2020			JANICE THERESA ENSMINGER	\$43.11
	Invoice	Date	Description		Amount
	JE031720	03/17/2020	Instructor payment		\$43.11

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95343	04/10/2020			JEANI MITCHELL	\$117.13
	Invoice	Date	Description		Amount
	JM031720	03/17/2020	Instructor payment		\$117.13
95344	04/10/2020			JHS CONSULTING LLC	\$506.25
	Invoice	Date	Description		Amount
	1165	04/08/2020	March mall project management & environmental consulting		\$506.25
95345	04/10/2020			JODI CHRISTIANSEN DESIGNS	\$122.89
	Invoice	Date	Description		Amount
	JC031720	03/17/2020	Instructor payment		\$122.89
95346	04/10/2020			KATIE KELLY	\$625.00
	Invoice	Date	Description		Amount
	002	04/01/2020	BIA village ambassador 1321 - Village-Wharf BIA		\$625.00
95347	04/10/2020			KBA Document Solutions LLC	\$181.92
	Invoice	Date	Description		Amount
	55Y1079272	03/27/2020	March copier usage charges		\$7.67
	55Y1080514	04/02/2020	Monthly copier usage charges		\$174.25
			1000 - General Fund	\$7.67	
			2211 - ISF - Info Tech	\$174.25	
95348	04/10/2020			KING'S PAINT AND PAPER INC.	\$114.62
	Invoice	Date	Description		Amount
	A0295757	03/25/2020	Large coveralls		\$9.80
	A0295990	04/03/2020	Recycle tray, mightypro cover, metal can		\$43.56
	A0295876	03/30/2020	Street curb paint		\$61.26
95349	04/10/2020			LABORMAX STAFFING	\$1,484.22
	Invoice	Date	Description		Amount
	26-120266	04/03/2020	Seasonal labor 3/28 - 4/3/20		\$742.11
	26-120069	03/27/2020	Seasonal labor 3/21 - 3/27/20		\$742.11
95350	04/10/2020			LAURA ALIOTO	\$320.58
	Invoice	Date	Description		Amount
	LA031720	03/17/2020	Instructor payment		\$320.58
95351	04/10/2020			LIUNA PENSION FUND	\$985.60
	Invoice	Date	Description		Amount
	DR0490	03/27/2020	March LIUNA pension dues 1001 - Payroll		\$985.60

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95352	04/10/2020			LORRAINE KINNAMON	\$153.40
	Invoice	Date	Description		Amount
	LK031720	03/17/2020	Instructor payment		\$153.40
95353	04/10/2020			LUXLAUNDER	\$863.71
	Invoice	Date	Description		Amount
	LL03312020	03/31/2020	March dry cleaning for uniforms		\$765.15
	LL033120	03/31/2020	March mat service		\$98.56
95354	04/10/2020			MADELINE C HORN	\$1,080.00
	Invoice	Date	Description		Amount
	46	04/03/2020	Begonia Festival artifact cataloging & organizing		\$735.00
	45	04/03/2020	Cataloging and organizing museum artifacts		\$345.00
95355	04/10/2020			MASTER CLEANERS	\$246.44
	Invoice	Date	Description		Amount
	MC033120	03/31/2020	March uniform cleaning		\$246.44
95356	04/10/2020			METRO MOBILE COMMUNICATIONS	\$5,599.32
	Invoice	Date	Description		Amount
	43841	03/09/2020	Modular motorcycle helmets (2) with communication equipment		\$5,599.32
95357	04/10/2020			MICHELE FAIA	\$243.30
	Invoice	Date	Description		Amount
	MF031720	03/17/2020	Instructor payment		\$243.30
95358	04/10/2020			MID COUNTY AUTO SUPPLY	\$304.99
	Invoice	Date	Description		Amount
	MID-748497	03/31/2020	5 gallons super clean		\$66.45
	MID-747443	03/30/2020	Hand pads, sanding pads		\$9.33
	MID-745791	03/27/2020	Connectors		\$18.46
	MID-744333	03/26/2020	Spray adhesive		\$11.88
	MID-741693	03/24/2020	Bondo		\$18.99
	MID-633089	01/07/2020	D-rings (4)		\$55.08
	MID-738610	03/20/2020	Oil filters, air filter		\$124.80
95359	04/10/2020			MILLER'S TRANSFER & STORAGE CO.	\$189.60
	Invoice	Date	Description		Amount
	92014	04/03/2020	April record storage		\$189.60

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95360	04/10/2020			MISSION LINEN SUPPLY	\$392.48
	Invoice	Date	Description		Amount
	512115936	03/25/2020	Corp. yard linen service, mats, towels		\$91.50
	512163566	04/01/2020	Corp. yard linen service, mats, towels		\$87.87
	511902642	02/17/2020	Coveralls		\$42.00
	512163565	04/01/2020	Fleet linen service		\$41.25
	511991275	03/04/2020	Fleet linen service		\$38.09
	512065953	03/18/2020	Fleet linen service		\$50.52
	512115935	03/25/2020	Fleet linen service		\$41.25
95361	04/10/2020			NANCY ELLEN GALLOWAY	\$118.95
	Invoice	Date	Description		Amount
	NG031720	03/17/2020	Instructor payment		\$118.95
95362	04/10/2020			NANCY HOWELLS	\$136.50
	Invoice	Date	Description		Amount
	NH031720	03/17/2020	Instructor payment		\$136.50
95363	04/10/2020			NORTH BAY FORD	\$796.54
	Invoice	Date	Description		Amount
	276011	03/11/2020	Tailgate assembly, pins, moulding, cover, screw pan heads		\$796.54
95364	04/10/2020			NORTHERN CALIFORNIA USA SOFTBALL	\$340.00
	Invoice	Date	Description		Amount
	NUS022120	02/21/2020	2019 softball team registrations (17)		\$340.00
95365	04/10/2020			OUTDOOR SUPPLY HARDWARE	\$284.71
	Invoice	Date	Description		Amount
	A43063	03/25/2020	Plier set, adjustable wrenches, hex key set, gloves		\$73.41
	A43142	03/25/2020	Light pole quick connector		\$11.98
	A30084	03/25/2020	Parking lot sign hardware		\$40.32
	A43066	03/25/2020	Fiberglass handle		\$16.34
	A37256	03/25/2020	Small dish drain		\$17.43
	A43737	03/25/2020	Coveralls, body barrier		\$113.25
	A44101	03/26/2020	Quick set cement		\$11.98
95366	04/10/2020			PALACE BUSINESS SOLUTIONS	\$66.47
	Invoice	Date	Description		Amount
	577676-0	03/31/2020	Paper		\$49.04
	577852-0	04/02/2020	Thermal pouch		\$17.43
			1000 - General Fund	\$49.04	
			2210 - ISF - Stores	\$17.43	

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95367	04/10/2020			PAMELA MACHUTT	\$71.50
	Invoice	Date	Description		Amount
	PM031720	03/17/2020	Instructor payment		\$71.50
95368	04/10/2020			PAULA BLISS	\$213.16
	Invoice	Date	Description		Amount
	PB031720	03/17/2020	Instructor payment		\$213.16
95369	04/10/2020			PERFORMANCE PAINTING CO.	\$2,160.00
	Invoice	Date	Description		Amount
	285435	02/01/2020	City Hall and PD painting		\$2,160.00
95370	04/10/2020			PHOENIX GROUP INFORMATION SYSTEMS	\$3,225.06
	Invoice	Date	Description		Amount
	022020070	03/12/2020	February citation processing		\$3,225.06
95371	04/10/2020			PK SAFETY SUPPLY	\$215.27
	Invoice	Date	Description		Amount
	405589	03/18/2020	Microflex gloves		\$215.27
95372	04/10/2020			PRAXAIR DISTRIBUTION INC.	\$116.36
	Invoice	Date	Description		Amount
	95641556	03/22/2020	Acetylene rental		\$116.36
95373	04/10/2020			PREFERRED BENEFIT INSURANCE ADMIN.	\$5,736.50
	Invoice	Date	Description		Amount
	EIA31785	03/01/2020	March dental and vision insurance		\$5,736.50
			1000 - General Fund	\$7.10	
			1001 - Payroll	\$5,729.40	
95374	04/10/2020			RDO EQUIPMENT CO.	\$641.17
	Invoice	Date	Description		Amount
	P0978139	04/07/2020	Wheel, axle, arm, wheel kit, screws, nuts		\$392.69
	P0962739	04/02/2020	Clevis, cable		\$248.48
95375	04/10/2020			ROYAL WHOLESALE ELECTRIC	\$845.68
	Invoice	Date	Description		Amount
	7719-655058	03/17/2020	Anchor bolt kit, LED light fixture		\$506.85
	7719-657435	03/25/2020	Locking cable ties, duct tape for COVID-19 signage		\$338.83

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95376	04/10/2020			SAN LORENZO LUMBER	\$91.26
	Invoice	Date	Description		Amount
	55-0533900	03/23/2020	Esplanade concrete mix		\$4.57
	55-0534349	03/25/2020	Aerosel duster, sunglasses, anchor adhesive, hardware		\$86.69
95377	04/10/2020			SANDY MARRUJO	\$160.62
	Invoice	Date	Description		Amount
	SM031720	03/17/2020	Instructor payment		\$160.62
95378	04/10/2020			SANTA CRUZ COUNTY INFORMATION SERVICES	\$1,634.92
	Invoice	Date	Description		Amount
	SCC032520	03/25/2020	April open query scan charges		\$633.68
	Radio Shop 03/20	04/01/2020	January - March radio shop charges		\$1,001.24
95379	04/10/2020			SANTA CRUZ LIVE SCAN INC	\$150.00
	Invoice	Date	Description		Amount
	1417	04/01/2020	March instructor live scans		\$150.00
95380	04/10/2020			SANTA CRUZ REGIONAL 911	\$101,975.05
	Invoice	Date	Description		Amount
	SCC031520	03/15/2020	Quarterly regional 911 services		\$73,906.05
	SCC911031520	03/15/2020	FY19/20 second half capital debt service		\$28,069.00
95381	04/10/2020			SCC Regional Transportation Commission	\$571.60
	Invoice	Date	Description		Amount
	109	04/02/2020	Annual rail line lease 194279		\$571.60
95382	04/10/2020			SESE EGAN GEDDES	\$69.95
	Invoice	Date	Description		Amount
	SEG031720	03/17/2020	Instructor payment		\$69.95
95383	04/10/2020			SKATEDOGS	\$337.97
	Invoice	Date	Description		Amount
	SD031720	03/17/2020	Instructor payment		\$337.97

Attachment: 4-10-20 City Check Register (Approval of City Check Registers)

## City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95384	04/10/2020			SOQUEL CREEK WATER DISTRICT	\$8,774.85
	Invoice	Date	Description		Amount
	42-14952-00.0320	03/27/2020	42-14952-00 Cortez Park irrigation		\$571.71
	42-15297-00.0320	03/27/2020	42-15297-00 426 Capitola Ave irrigation		\$125.63
	42-15751-01.0320	03/27/2020	42-15751-01 2005 Wharf Road irrigation		\$95.63
	42-15969-00.0320	03/27/2020	42-15969-00 Lawn Way irrigation		\$112.11
	42-16122-00.0320	03/27/2020	42-16122-00 Esplanade fountain irrigation		\$65.50
	42-10504-00.0320	03/27/2020	42-10504-00 Cliff Drive irrigation		\$54.20
	42-11090-01.0320	03/27/2020	42-11090-01 Capitola Road irrigation		\$125.63
	42-11467-00.0320	03/27/2020	42-11467-00 Jade Street park irrigation		\$2,467.45
	42-11517-00.0320	03/27/2020	42-11517-00 41st Avenue irrigation		\$125.63
	42-14404.00.0320	03/27/2020	42-14404.00 Monterey Ave Nobel Gulch Park irrigation		\$295.84
	42-16130-00.0320	03/27/2020	42-16130-00 Wharf Road irrigation		\$110.29
	42-16136-00.0320	03/27/2020	42-16136-00 1400 Wharf Road irrigation		\$310.32
	42-16407.0320	03/27/2020	42-16407-00 Depot Hill		\$58.67
	34-18508-00.0320	03/30/2020	1510 McGregor Drive water service		\$44.78
	42-14431-00.0320	03/27/2020	42-14431-00 Monterey Ave irrigation		\$2,590.99
	42-17688-00.0320	03/27/2020	42-17688-00 Lawn Way irrigation 2		\$71.86
	42-18238-00.0320	03/27/2020	42-18238-00 Capitola Road irrigation		\$54.20
	08-15299-00.0320	03/18/2020	08-15299-00 Monterey Ave		\$335.12
	08-15562-00.0320	03/18/2020	08-15562-00 Cliff and Fair View water service		\$40.40
	09-15964-00.0320	03/18/2020	09-15964-00 Monterey Ave Esplanade		\$713.06
	13-10919-00.0320	03/19/2020	13-10919-00 2000 Wharf Road water service		\$40.40
	10-16317-00.0320	03/18/2020	10-16317-00 420 Capitola Ave water service		\$223.66
	10-16315-00.0320	03/18/2020	10-16315-00 504 Beulah irrigation		\$50.64
	10-16316-00.0320	03/18/2020	10-16316-00 426 Capitola Avenue water service		\$91.13
			1000 - General Fund	\$8,464.53	
			1311 - Wharf	\$310.32	
95385	04/10/2020			SOQUEL UNION ELEMENTARY SCHOOL DISTRICT	\$3,557.01
	Invoice	Date	Description		Amount
	INV20-01050	03/19/2020	FY19/20 Jade Street Community Center sanitation charges		\$3,557.01
95386	04/10/2020			STAPLES ADVANTAGE	\$70.84
	Invoice	Date	Description		Amount
	8057909480	03/21/2020	Tissues (27)		\$70.84
95387	04/10/2020			STATE STEEL COMPANY	\$118.53
	Invoice	Date	Description		Amount
	106036	03/27/2020	Sheet metal		\$118.53

Attachment: 4-10-20 City Check Register (Approval of City Check Registers)

# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95388	04/10/2020			T MOBILE	\$195.97
	Invoice	Date	Description		Amount
	TM033120	03/31/2020	March cell phone usage		\$195.97
95389	04/10/2020			THE EMBLEM AUTHORITY	\$258.00
	Invoice	Date	Description		Amount
	32166	01/07/2020	Badge patches		\$258.00
95390	04/10/2020			THE HOME DEPOT PRO	\$1,625.79
	Invoice	Date	Description		Amount
	544207228	04/01/2020	Janitorial supplies		\$92.55
	544207210	04/01/2020	Nitrile gloves		\$106.93
	544207202	04/01/2020	Nitrile gloves		\$106.93
	544200157	04/01/2020	Purell foam sanitizer refills		\$753.93
	544200140	04/01/2020	Purell foam sanitizer refills		\$565.45
95391	04/10/2020			TPX COMMUNICATIONS	\$1,525.12
	Invoice	Date	Description		Amount
	127921516-0	03/23/2020	March phone service		\$1,525.12
			1000 - General Fund	\$821.15	
			2211 - ISF - Info Tech	\$703.97	
95392	04/10/2020			TRANSPORTATION ALLIANCE BANK INC.	\$870.15
	Invoice	Date	Description		Amount
	656231	03/24/2020	Sweeper seal		\$362.75
	656151	03/19/2020	Sweeper seal		\$362.75
	656104	03/17/2020	Sweeper pivot rods		\$144.65
			1310 - Gas Tax		
95393	04/10/2020			TRENISE POT	\$1,076.92
	Invoice	Date	Description		Amount
	TP031720	03/17/2020	Instructor payment		\$1,076.92
95394	04/10/2020			UNISAFE INC	\$815.20
	Invoice	Date	Description		Amount
	706995	03/17/2020	Nitrile gloves (80)		\$815.20
95395	04/10/2020			UNITED STATES POSTAL SERVICE	\$240.00
	Invoice	Date	Description		Amount
	USPS032020	03/20/2020	Marketing mail annual P1 permit #7013		\$240.00
			2210 - ISF - Stores		

Attachment: 4-10-20 City Check Register (Approval of City Check Registers)

# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95396	04/10/2020			UNITED WAY OF SANTA CRUZ COUNTY	\$40.00
	Invoice	Date	Description		Amount
	UW032720	03/27/2020	March United Way contributions 1001 - Payroll		\$40.00
95397	04/10/2020			UPEC LIUNA LOCAL 792	\$1,140.00
	Invoice	Date	Description		Amount
	UPEC030520	03/05/2020	March UPEC dues 1001 - Payroll		\$1,140.00
95398	04/10/2020			US BANK PARS Acct 6746022400	\$385.09
	Invoice	Date	Description		Amount
	PARS032720	03/27/2020	PARS contributions PPE 3/21/20 1001 - Payroll		\$385.09
95399	04/10/2020			VERIZON WIRELESS	\$2,960.08
	Invoice	Date	Description		Amount
	9850200843	03/10/2020	March telephone charges		\$2,960.08
95400	04/10/2020			VICTORIA M JOHNSON	\$261.76
	Invoice	Date	Description		Amount
	VMJ031720	03/17/2020	Instructor payment		\$261.76
95401	04/10/2020			WENDY NOLAN	\$145.97
	Invoice	Date	Description		Amount
	WN031720	03/17/2020	Instructor payment		\$145.97
95402	04/10/2020			ZEE MEDICAL SERVICE CO.	\$91.71
	Invoice	Date	Description		Amount
	66584719	03/16/2020	First aid supplies		\$91.71
95403	04/10/2020			ZEP SALES & SERVICE	\$219.45
	Invoice	Date	Description		Amount
	9005016073	03/23/2020	Graffiti removal supplies		\$219.45
95404	04/10/2020			Beth Winklebleck	\$50.00
	Invoice	Date	Description		Amount
	2004632.002	03/28/2020	Class balance refund		\$50.00
95405	04/10/2020			Cathy Zimel	\$45.00
	Invoice	Date	Description		Amount
	2004633.002	03/28/2020	Class balance refund		\$45.00

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# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95406	04/10/2020			Courtney McEvoy	\$510.00
	Invoice	Date	Description		Amount
	2004693.002	04/03/2020	Softball league refund		\$510.00
95407	04/10/2020			David Mallatt	\$45.00
	Invoice	Date	Description		Amount
	2004626.002	03/28/2020	Class balance refund		\$45.00
95408	04/10/2020			Denise Elerick	\$199.00
	Invoice	Date	Description		Amount
	2004581.002	03/17/2020	Community Center rental security deposit refund (2)		\$199.00
95409	04/10/2020			Diane Sullivan	\$45.00
	Invoice	Date	Description		Amount
	2004631.002	03/28/2020	Class balance refund		\$45.00
95410	04/10/2020			Erica Pittman-Gaynor	\$50.00
	Invoice	Date	Description		Amount
	2004629.002	03/28/2020	Class balance refund		\$50.00
95411	04/10/2020			Gail Huff	\$155.59
	Invoice	Date	Description		Amount
	2004832.002	04/08/2020	Therapilates class refund		\$155.59
95412	04/10/2020			Julie Paulo	\$45.00
	Invoice	Date	Description		Amount
	2004628.002	03/28/2020	Class balance refund		\$45.00
95413	04/10/2020			Lindsay Johnson	\$45.00
	Invoice	Date	Description		Amount
	2004625.002	03/28/2020	Class balance refund		\$45.00
95414	04/10/2020			Marylou Schmidt	\$36.00
	Invoice	Date	Description		Amount
	2004630.002	03/28/2020	Class balance refund		\$36.00
95415	04/10/2020			Mike Caligiuri	\$360.00
	Invoice	Date	Description		Amount
	2004624.002	03/26/2020	Afterschool rec club refund		\$360.00
95416	04/10/2020			Santa Cruz Convergence	\$1,474.00
	Invoice	Date	Description		Amount
	19-0732	04/01/2020	3775 Capitola Rd. conditional use permit refund		\$1,474.00

Attachment: 4-10-20 City Check Register (Approval of City Check Registers)

# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95417	04/10/2020			Susan Sneddon	\$402.50
	Invoice	Date	Description		Amount
	SS031720	03/17/2020	Mileage reimbursement		\$402.50
95418	04/10/2020			Wini Varnau	\$227.81
	Invoice	Date	Description		Amount
	2004806.002	04/03/2020	Realistic painting class refund		\$227.81
Type Check Totals:					\$261,911.19
<u>EFT</u>					
913	03/30/2020		03/31/2020	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,454.75
	Invoice	Date	Description		Amount
	1-285-399-584	03/30/2020	State taxes PPE 3/21/20 1001 - Payroll		\$7,454.75
914	03/30/2020		03/31/2020	INTERNAL REVENUE SERVICE	\$26,837.41
	Invoice	Date	Description		Amount
	93233710	03/30/2020	Federal taxes & Medicare PPE 3/21/20 1001 - Payroll		\$26,837.41
915	04/03/2020			CalPERS Member Services Division	\$52,496.50
	Invoice	Date	Description		Amount
	1001536804-7	04/03/2020	PERS contributions PPE 3/21/20 1000 - General Fund (\$0.18) 1001 - Payroll		\$52,496.50
916	03/30/2020		03/31/2020	STATE DISBURSEMENT UNIT	\$1,232.76
	Invoice	Date	Description		Amount
	MMO3OVO6657	03/30/2020	Garnishments PPE 3/21/20 1001 - Payroll		\$1,232.76
917	04/03/2020			VOYA FINANCIAL	\$6,915.67
	Invoice	Date	Description		Amount
	031320	04/03/2020	457 contributions PPE 3/7/20 1001 - Payroll		\$6,915.67
918	04/03/2020			VOYA FINANCIAL	\$7,487.52
	Invoice	Date	Description		Amount
	022820	04/03/2020	457 contributions PPE 2/22/20 1001 - Payroll		\$7,487.52

Attachment: 4-10-20 City Check Register (Approval of City Check Registers)

# City Checks Issued March 28 - April 10, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
919	04/03/2020			VOYA FINANCIAL	\$6,620.75
	Invoice	Date	Description		Amount
	032720	04/03/2020	457 contributions PPE 3/21/20 1001 - Payroll		\$6,620.75
920	04/03/2020			VOYA FINANCIAL	\$150.00
	Invoice	Date	Description		Amount
	031520	04/03/2020	457 contribution on employee final check 1001 - Payroll		\$150.00
921	04/03/2020			CalPERS Health Insurance	\$60,165.33
	Invoice	Date	Description		Amount
	100000015987174	04/03/2020	April health insurance 1000 - General Fund 1001 - Payroll	\$2,835.03 \$57,330.30	\$60,165.33
922	04/09/2020			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$12.64
	Invoice	Date	Description		Amount
	1-650-439-200	04/09/2020	State tax for seasonal manual paychecks 1001 - Payroll		\$12.64
923	04/08/2020			INTERNAL REVENUE SERVICE	\$223.28
	Invoice	Date	Description		Amount
	92962117	04/08/2020	Federal tax & Medicare for seasonal manual paychecks 1001 - Payroll		\$223.28
Type EFT Totals:					\$169,596.61
<b>CITY - Main City Totals</b>				<b>Count</b>	<b>Total</b>
<b>Checks</b>				124	\$261,911.19
<b>EFTs</b>				11	\$169,596.61
<b>All</b>				135	\$431,507.80
<b>WELLS - Payroll Totals</b>					
<b>Checks</b>				6	\$2,233.90
<b>EFTs</b>				91	\$161,624.68
<b>All</b>				97	\$163,858.58
<b>Grand Totals:</b>					
<b>Checks</b>				130	\$264,145.09
<b>EFTs</b>				102	\$331,221.29
<b>All</b>				232	\$595,366.38

Attachment: 4-10-20 City Check Register (Approval of City Check Registers)

City main account checks dated April 17, 2020, numbered 95453 to 95486 plus 6 EFTs, totaling \$139,505.74, 1 reissued payroll account check, totaling \$451.69, and 1 library account check, totaling \$1,095.00, for a grand total of \$141,052.43, have been reviewed and authorized for distribution by the City Manager.

As of April 17, 2020, the unaudited cash balance is \$3,948,889.30.

**CASH POSITION - CITY OF CAPITOLA**

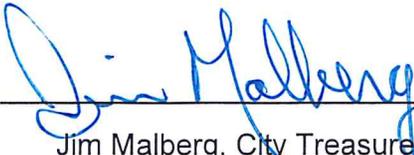
**April 17, 2020**

	Net Balance
General Fund	\$ (2,022,880.45)
Payroll Payables	\$ 40,312.49
Contingency Reserve Fund	\$ 2,048,845.66
Facilities Reserve Fund	\$ 475,150.72
Capital Improvement Fund	\$ 2,381,788.75
Stores Fund	\$ 54,552.11
Information Technology Fund	\$ 253,239.64
Equipment Replacement	\$ 408,673.70
Self-Insurance Liability Fund	\$ 23,620.95
Workers' Comp. Ins. Fund	\$ 241,286.54
Compensated Absences Fund	\$ 44,299.19
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 3,948,889.30</b>

The Emergency Reserve Fund balance is \$1,359,205.54 (not included above).  
The PERS Contingency Fund balance is \$908,625.34 (not included above).  
The Library Fund balance is \$4,522,303.22 (not included above).

  
 \_\_\_\_\_  
 Jamie Goldstein, City Manager

4/27/20  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Jim Malberg, City Treasurer

4/17/20  
 \_\_\_\_\_  
 Date

Attachment: 4/17/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 17, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95419	-95452		Void/reissue Printer error		
95453	04/17/2020			ACTIVE NETWORK LLC	\$4,499.63
	Invoice	Date	Description		Amount
	AN656934_03-30-2	03/30/2020	Recreation software registration		\$4,499.63
95454	04/17/2020			AKERS & ASSOCIATES INC.	\$5,720.00
	Invoice	Date	Description		Amount
	4146	04/08/2020	Plan check - 4199 Clares Street map application 19-0169		\$5,720.00
95455	04/17/2020			AMAZON CAPITAL SERVICES	\$77.46
	Invoice	Date	Description		Amount
	1V99-JWKY-9LRC	04/11/2020	Bluetooth headphones		\$35.96
	1Q1R-VXPP-D11D	04/11/2020	iPad keyboard and mouse		\$41.50
			1000 - General Fund	\$35.96	
			2211 - ISF - Info Tech	\$41.50	
95456	04/17/2020			California Department of Parks and Recreation	\$1,227.05
	Invoice	Date	Description		Amount
	17-0097	04/14/2020	New Brighton State park coastal development permit refund		\$1,227.05
95457	04/17/2020			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,431.50
	Invoice	Date	Description		Amount
	POA041020	04/10/2020	POA dues PPE 4/4/20 (Gym dues being refunded due to closure)		\$1,431.50
			1001 - Payroll		
95458	04/17/2020			Christine Meserve	\$856.00
	Invoice	Date	Description		Amount
	20-0002	04/14/2020	511 Escalona Dr. design, CDP, ADU permit refund		\$856.00
95459	04/17/2020			Connie Maschan	\$120.94
	Invoice	Date	Description		Amount
	2004808.002	04/03/2020	Refund class fees		\$120.94
95460	04/17/2020			CSG Consultants Inc.	\$660.81
	Invoice	Date	Description		Amount
	B200331	04/01/2020	March building plan review services		\$660.81
95461	04/17/2020			Debbie Dill	\$21.77
	Invoice	Date	Description		Amount
	2004597.002	03/21/2020	Refund class fees		\$21.77

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# City Checks Issued April 17, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95462	04/17/2020			Deborah Wechsler	\$121.50
	Invoice	Date	Description		Amount
	2004676.002	04/02/2020	Refund class fees		\$121.50
95463	04/17/2020			DUDEK	\$2,191.25
	Invoice	Date	Description		Amount
	202001743	03/24/2020	February mall environmental consulting		\$2,191.25
95464	04/17/2020			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$150.00
	Invoice	Date	Description		Amount
	L1858684256-20	04/10/2020	Employee earnings withholding order PPE 4/4/20 1001 - Payroll		\$150.00
95465	04/17/2020			Ern De La Rosa	\$120.00
	Invoice	Date	Description		Amount
	2004807.002	04/03/2020	Refund class fees		\$120.00
95466	04/17/2020			FLYERS ENERGY LLC	\$1,201.26
	Invoice	Date	Description		Amount
	20-096676	04/02/2020	347 gallons gasoline		\$1,201.26
95467	04/17/2020			GEORGE McMENAMIN	\$747.50
	Invoice	Date	Description		Amount
	2020-7	04/12/2020	Riparian restoration services		\$747.50
95468	04/17/2020			GOSECURE	\$3,720.96
	Invoice	Date	Description		Amount
	I-0211432	03/27/2020	3 year hosted email spam protection 2211 - ISF - Info Tech		\$3,720.96
95469	04/17/2020			HOME DEPOT CREDIT SERVICES	\$23.19
	Invoice	Date	Description		Amount
	9641385	04/08/2020	Springs, clothes line		\$23.19
95470	04/17/2020			HUB INTERNATIONAL	\$148.74
	Invoice	Date	Description		Amount
	HUB033120	04/06/2020	March community center event insurance		\$148.74
95471	04/17/2020			Kate Lee	\$85.00
	Invoice	Date	Description		Amount
	2004835.002	04/13/2020	Refund class fees		\$85.00

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# City Checks Issued April 17, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95472	04/17/2020			Lisa Sargisson	\$56.70
	Invoice	Date	Description		Amount
	2004831.002	04/07/2020	Refund class fees		\$56.70
95473	04/17/2020			MARTHA MACAMBRIDGE	\$431.70
	Invoice	Date	Description		Amount
	1354	02/08/2020	Spring newsletter mailing services		\$431.70
95474	04/17/2020			MID COUNTY AUTO SUPPLY	\$485.97
	Invoice	Date	Description		Amount
	MID-716725	03/04/2020	Auto batteries (3)		\$416.85
	MID-757220	04/08/2020	Auto paint, manual sander, sanding paper		\$50.13
	MID-757619	04/08/2020	Bondo		\$18.99
95475	04/17/2020			MISSION LINEN SUPPLY	\$41.25
	Invoice	Date	Description		Amount
	512208869	04/08/2020	Fleet linen service		\$41.25
95476	04/17/2020			Neal Savage	\$610.00
	Invoice	Date	Description		Amount
	2004830.002	04/07/2020	Refund facility rental fee and security deposit		\$610.00
95477	04/17/2020			O'REILLY AUTO PARTS	\$118.47
	Invoice	Date	Description		Amount
	2763-125454	04/10/2020	Engine mount, leather gloves		\$118.47
95478	04/17/2020			PALACE BUSINESS SOLUTIONS	\$34.86
	Invoice	Date	Description		Amount
	578166-0	04/08/2020	Thermal pouches 2210 - ISF - Stores		\$34.86
95479	04/17/2020			Robert Traughber	\$31.50
	Invoice	Date	Description		Amount
	2004809.002	04/06/2020	Refund class fees		\$31.50
95480	04/17/2020			Ryan Garcia	\$510.00
	Invoice	Date	Description		Amount
	2004834.002	04/10/2020	Refund softball league fees		\$510.00
95481	04/17/2020			Sandy Wallace	\$76.50
	Invoice	Date	Description		Amount
	2004836.002	04/13/2020	Refund class fees		\$76.50

Attachment: 4/17/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 17, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95482	04/17/2020			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$7,549.50
	Invoice	Date	Description		Amount
	SCC033120	04/10/2020	March citation processing		\$7,549.50
95483	04/17/2020			TIMES PUBLISHING GROUP INC.	\$795.00
	Invoice	Date	Description		Amount
	13863	02/28/2020	City garage sale advertising		\$795.00
95484	04/17/2020			UNITED STATES POSTAL SERVICE	\$1,435.00
	Invoice	Date	Description		Amount
	1048	04/15/2020	COVID19 newsletter postage permit #7013 2210 - ISF - Stores		\$1,435.00
95485	04/17/2020			US BANK PARS Acct 6746022400	\$383.79
	Invoice	Date	Description		Amount
	PARS041020	04/10/2020	PARS contributions PPE 4/4/20 1001 - Payroll		\$383.79
95486	04/17/2020			WELLS FARGO BANK	\$8,543.53
	Invoice	Date	Description		Amount
	WF040320	04/03/2020	March credit card purchases		\$8,543.53
			Purchases over \$500 threshold:		
			SonicWall security	\$1,536.78	
			Dell laptops	\$3,226.74	
			1000 - General Fund	\$2,210.88	
			1317 - Technology Fee Fund	\$199.00	
			2210 - ISF - Stores	\$29.28	
			2211 - ISF - Info Tech	\$6,104.37	
Type Check Totals:					\$44,228.33

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# City Checks Issued April 17, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
<u>EFT</u>					
924	04/14/2020			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$7,562.56
	Invoice	Date	Description		Amount
	0-420-944-928	04/14/2020	State taxes PPE 4/4/20 1001 - Payroll		\$7,562.56
925	04/14/2020			INTERNAL REVENUE SERVICE	\$26,931.52
	Invoice	Date	Description		Amount
	72374086	04/14/2020	Federal taxes & Medicare PPE 4/4/20 1001 - Payroll		\$26,931.52
926	04/13/2020			WELLS FARGO BANK	\$781.93
	Invoice	Date	Description		Amount
	WF041320	04/13/2020	Monthly client analysis charges		\$781.93
927	04/16/2020			CalPERS Member Services Division	\$52,118.28
	Invoice	Date	Description		Amount
	1001544448-51	04/16/2020	PERS contributions PPE 4/4/20 1000 - General Fund 1001 - Payroll	(\$0.17) \$52,118.45	\$52,118.28
928	04/13/2020			STATE DISBURSEMENT UNIT	\$1,232.76
	Invoice	Date	Description		Amount
	FS4PFUY6658	04/13/2020	Garnishments PPE 4/4/20 1001 - Payroll		\$1,232.76
929	04/16/2020			VOYA FINANCIAL	\$6,650.36
	Invoice	Date	Description		Amount
	041020	04/16/2020	457 contributions PPE 4/4/20 1001 - Payroll		\$6,650.36
Type EFT Totals:					\$95,277.41
Library - Library					
<u>Check</u>					
188	04/17/2020			BUTANO GEOTECHNICAL ENGINEERING	\$1,095.00
	Invoice	Date	Description		Amount
	4724	04/03/2020	March library construction observation and testing		\$1,095.00
Type Check Totals:					\$1,095.00

Attachment: 4/17/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 17, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
<b>CITY - Main City Totals</b>				<b>Count</b>	<b>Total</b>
Checks				34	\$44,228.33
EFTs				6	\$95,277.41
All				40	\$139,505.74
<b>Library - Library Totals</b>					
Checks				1	\$1,095.00
EFTs				0	\$0.00
All				1	\$1,095.00
<b>WELLS - Payroll Totals</b>					
Checks				1	\$451.69
EFTs				0	\$0.00
All				1	\$451.69
<b>Grand Totals:</b>					
Checks				36	\$45,775.02
EFTs				6	\$95,277.41
All				42	\$141,052.43

Attachment: 4/17/20 City Check Register (Approval of City Check Registers)

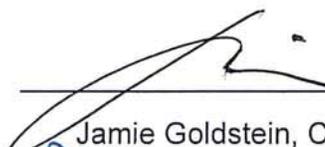
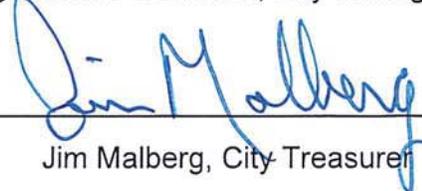
City main account checks dated April 24, 2020, numbered 95487 to 95521, totaling \$114,487.36, 2 library account checks, totaling \$716,773.76, and 86 payroll account EFTs, totaling \$163,224.89, for a grand total of \$994,486.01, have been reviewed and authorized for distribution by the City Manager.

As of April 24, 2020, the unaudited cash balance is \$4,256,542.76.

**CASH POSITION - CITY OF CAPITOLA**  
**April 24, 2020**

	<u>Net Balance</u>
General Fund	\$ (1,819,263.96)
Payroll Payables	\$ 170,195.18
Contingency Reserve Fund	\$ 2,048,845.66
Facilities Reserve Fund	\$ 475,150.72
Capital Improvement Fund	\$ 2,357,725.46
Stores Fund	\$ 53,827.42
Information Technology Fund	\$ 251,019.40
Equipment Replacement	\$ 409,836.20
Self-Insurance Liability Fund	\$ 23,620.95
Workers' Comp. Ins. Fund	\$ 241,286.54
Compensated Absences Fund	\$ 44,299.19
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b><u>\$ 4,256,542.76</u></b>

The Emergency Reserve Fund balance is \$1,359,205.54 (not included above).  
The PERS Contingency Fund balance is \$851,625.51 (not included above).  
The Library Fund balance is \$3,829,764.10 (not included above).

 _____ Jamie Goldstein, City Manager	4/27/20 Date
 _____ Jim Malberg, City Treasurer	4/28/20 Date

Attachment: 4/24/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 24, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95487	04/24/2020			COASTAL WATERSHED COUNCIL	\$13,628.32
	Invoice	Date	Description		Amount
	1796	02/29/2020	February storm water education & materials		\$6,042.34
	1802	03/31/2020	March storm water education & materials		\$7,585.98
95488	04/24/2020			COASTAL WATERSHED COUNCIL	\$2,856.12
	Invoice	Date	Description		Amount
	1790	01/31/2020	January stormwater education services, materials, mileage		\$2,856.12
95489	04/24/2020			AT&T	\$9.09
	Invoice	Date	Description		Amount
	ATT040120	04/01/2020	April long distance charges		\$9.09
			1000 - General Fund	\$4.48	
			2211 - ISF - Info Tech	\$4.61	
95490	04/24/2020			BEAR ELECTRICAL SOLUTIONS INC.	\$857.40
	Invoice	Date	Description		Amount
	10210	03/28/2020	March traffic signal maintenance services - response		\$857.40
			1310 - Gas Tax		
95491	04/24/2020			CA DEPARTMENT OF JUSTICE	\$245.00
	Invoice	Date	Description		Amount
	444589	04/03/2020	Employee fingerprinting		\$245.00
95492	04/24/2020			CALIFORNIA COAST UNIFORM COMPANY	\$626.53
	Invoice	Date	Description		Amount
	7932	04/06/2020	Uniform tailoring		\$30.00
	7931	04/06/2020	Uniform tailoring		\$81.00
	7950	04/10/2020	Uniform shirt		\$90.42
	7842	02/20/2020	Safety vests (11)		\$347.11
	7866	03/01/2020	Uniform tailoring		\$78.00
95493	04/24/2020			CAPITOLA-SOQUEL CHAMBER OF COMMERCE	\$3,515.87
	Invoice	Date	Description		Amount
	CSCC03312	04/21/2020	Quarterly TOT allocation		\$3,515.87
			1305 - Restricted TOT		
95494	04/24/2020			CHARTER COMMUNICATIONS	\$3,468.85
	Invoice	Date	Description		Amount
	0000178040	04/01/2020	April internet service		\$3,468.85
			1000 - General Fund	\$1,311.07	
			2211 - ISF - Info Tech	\$2,157.78	

Attachment: 4/24/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 24, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95495	04/24/2020			Division of the State Architect	\$287.60
	Invoice	Date	Description		Amount
	DSA033120	03/31/2020	January - March disability access & education fee		\$287.60
95496	04/24/2020			FBINAA	\$125.00
	Invoice	Date	Description		Amount
	41364-2020	04/20/2020	2020 membership		\$125.00
95497	04/24/2020			FIRST SECURITY	\$344.93
	Invoice	Date	Description		Amount
	IN-0036458	04/01/2020	April Jade Street Park foot patrol		\$344.93
95498	04/24/2020			FLYERS ENERGY LLC	\$1,505.91
	Invoice	Date	Description		Amount
	20-099871	04/09/2020	87 gallons diesel		\$260.58
	20-099855	04/09/2020	363 gallons gasoline		\$1,245.33
95499	04/24/2020			FRANK PERRY	\$365.09
	Invoice	Date	Description		Amount
	FP042020	04/20/2020	Reimbursement for museum supplies and collection, Volgistics		\$365.09
95500	04/24/2020			HUMBOLDT PETROLEUM LLC	\$26.00
	Invoice	Date	Description		Amount
	089049	03/31/2020	March car wash services		\$13.00
	089082	04/15/2020	April car wash service		\$13.00
95501	04/24/2020			KBA Document Solutions LLC	\$96.20
	Invoice	Date	Description		Amount
	55Y108309	04/17/2020	April copier usage charges		\$16.23
	55Y108262	04/14/2020	March copier usage charges		\$79.97
			1000 - General Fund	\$38.35	
			2211 - ISF - Info Tech	\$57.85	
95502	04/24/2020			MISSION LINEN SUPPLY	\$41.25
	Invoice	Date	Description		Amount
	512256449	04/15/2020	Fleet linen service		\$41.25
95503	04/24/2020			PALACE BUSINESS SOLUTIONS	\$365.71
	Invoice	Date	Description		Amount
	578384-0	04/14/2020	Cartridge, paper		\$97.00
	578477-0	04/15/2020	Index tabs, legal folders		\$268.71
			1000 - General Fund	\$97.00	
			2210 - ISF - Stores	\$268.71	

Attachment: 4/24/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 24, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95504	04/24/2020			PHOENIX GROUP INFORMATION SYSTEMS	\$2,264.54
	Invoice	Date	Description		Amount
	032020070	04/17/2020	March citation processing		\$2,264.54
95505	04/24/2020			POLICE STRATEGIES LLC	\$1,000.00
	Invoice	Date	Description		Amount
	2020-08	04/17/2020	Annual update of police force analysis system		\$1,000.00
95506	04/24/2020			POWER ENGINEERING CONTRACTORS INC.	\$24,063.29
	Invoice	Date	Description		Amount
	2001-01	01/31/2020	Wharf emergency repairs 1200 - Capital Improv		\$24,063.29
95507	04/24/2020			SANTA CRUZ SENTINEL	\$587.20
	Invoice	Date	Description		Amount
	0001245373	03/31/2020	March public notices		\$587.20
95508	04/24/2020			SANTA CRUZ SENTINEL	\$494.70
	Invoice	Date	Description		Amount
	0001240634	02/29/2020	February public notices		\$494.70
95509	04/24/2020			STAPLES ADVANTAGE	\$391.74
	Invoice	Date	Description		Amount
	8057979060	03/28/2020	PD office supplies, breakroom supplies, COVID supplies		\$366.24
	8058049507	04/04/2020	Sharpies (36)		\$25.50
95510	04/24/2020			STATE STEEL COMPANY	\$331.22
	Invoice	Date	Description		Amount
	126275	04/20/2020	Sheet metal		\$331.22
95511	04/24/2020			TAYLOR REINHOLD	\$200.00
	Invoice	Date	Description		Amount
	848	04/10/2020	Skatetola poster design		\$200.00
95512	04/24/2020			US BANK EQUIPMENT FINANCE	\$481.78
	Invoice	Date	Description		Amount
	411169139	04/03/2020	City Hall & Recreation copier leases		\$481.78
			1000 - General Fund	\$25.80	
			2210 - ISF - Stores	\$455.98	
95513	04/24/2020			US BANK EQUIPMENT FINANCE	\$103.55
	Invoice	Date	Description		Amount
	411169006	04/03/2020	Recreation copier lease		\$103.55

Attachment: 4/24/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 24, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
95514	04/24/2020			US BANK EQUIPMENT FINANCE	\$288.85
	Invoice	Date	Description		Amount
	411169626	04/03/2020	PD copier lease		\$288.85
95515	04/24/2020			VERIZON WIRELESS	\$2,928.82
	Invoice	Date	Description		Amount
	9852289454	04/10/2020	April telephone charges		\$2,928.82
95516	04/24/2020			VISIT SANTA CRUZ COUNTY	\$46,386.55
	Invoice	Date	Description		Amount
	VSCC03312	03/31/2020	January - March tourism marketing district remittance		\$46,386.55
95517	04/24/2020			WATCHGUARD VIDEO	\$6,254.50
	Invoice	Date	Description		Amount
	BCMINV00C	04/06/2020	Body cameras (5), license keys, shipping		\$6,254.50
95518	04/24/2020			Aime McNamara	\$116.10
	Invoice	Date	Description		Amount
	2004874.00	04/17/2020	Refund class fees		\$116.10
95519	04/24/2020			Capitola-Soquel Chamber of Commerce	\$61.00
	Invoice	Date	Description		Amount
	2020-00003	04/15/2020	Easter egg event permit refund		\$61.00
95520	04/24/2020			David Moreau	\$84.00
	Invoice	Date	Description		Amount
	2004873.00	04/17/2020	Refund class fees		\$84.00
95521	04/24/2020			Debbie Dill	\$84.65
	Invoice	Date	Description		Amount
	2004596.00	04/21/2020	Refund class fees		\$84.65
Type Check Totals:					\$114,487.36

Attachment: 4/24/20 City Check Register (Approval of City Check Registers)

# City Checks Issued April 24, 2020

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
Library - Library					
<u>Check</u>					
190	04/24/2020			JOHN F OTTO INC ESCROW NO 02-701154	\$35,838.69
	Invoice	Date	Description		Amount
	13511	04/16/2020	March library construction retainer 1360 - Library		\$35,838.69
191	04/24/2020			OTTO CONSTRUCTION INC.	\$680,935.07
	Invoice	Date	Description		Amount
	13511	04/16/2020	March library construction services 1360 - Library		\$680,935.07
Type Check Totals:					\$716,773.76

	Count	Total
<b>CITY - Main City Totals</b>		
Checks	35	\$114,487.36
EFTs	0	\$0.00
All	35	\$114,487.36
<b>Library - Library Totals</b>		
Checks	2	\$716,773.76
EFTs	0	\$0.00
All	2	\$716,773.76
<b>WELLS - Payroll Totals</b>		
Checks	0	\$0.00
EFTs	86	\$163,224.89
All	86	\$163,224.89
<b>Grand Totals:</b>		
Checks	37	\$831,261.12
EFTs	86	\$163,224.89
All	123	\$994,486.01

Attachment: 4/24/20 City Check Register (Approval of City Check Registers)



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MAY 28, 2020**

FROM: Community Development  
SUBJECT: LEAP HCD Grant Resolution

**RECOMMENDED ACTION:** Adopt a Resolution authorizing the City Manager to apply for a Local Early Action Planning (LEAP) Grant to update the City's Inclusionary Housing Ordinance and execute the grant if awarded.

**BACKGROUND:** On May 14, 2020, the City Council discussed applying for a Local Early Action Planning (LEAP) Grant to update the City's Inclusionary Housing Ordinance.

**DISCUSSION:** Local Early Action Planning Grants (LEAP) may be utilized by local governments for the preparation and adoption of planning documents and process improvements that accelerate housing production or facilitate compliance that implements the sixth-cycle Regional Housing Needs Assessment (RHNA). Eligible activities must be related to housing planning and facilitate the streamlining and acceleration of housing production.

Staff proposes the City request the full \$65,000 to facilitate the rewrite of the Capitola Municipal Code Chapter 18.02: Affordable (Inclusionary) Housing. The Affordable Housing Ordinance was originally drafted in 2004, with minor updates completed in 2005, 2007, and 2013. Strategies for inclusionary housing have evolved and expanded over the past 15 years. Utilizing the grant to update CMC Chapter 18.02 will bring the City's ordinance up to date with current housing practices and provide contemporary solutions to the current housing crisis.

**FISCAL IMPACT:** There is no cost to apply for or accept LEAP grant funds.

Report Prepared By: Katie Herlihy  
Community Development Director

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

5/21/2020

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
 AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT  
 PLANNING SUPPORT GRANT PROGRAM FUNDS**

**WHEREAS**, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

**WHEREAS**, the City Council of the City of Capitola desires to submit a LEAP grant application package (“Application”), on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

**WHEREAS**, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions;

**NOW, THEREFORE, the City Council of the City of Capitola (“Applicant”)**  
**resolves** as follows:

**SECTION 1.** The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package;

**SECTION 2.** In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Capitola is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant’s obligations related thereto, and all amendments thereto; and

**SECTION 3.** The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

**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 14<sup>th</sup> day of May, 2020, by the following vote:

LEAP HCD Grant Resolution 2nd Reading  
May 28, 2020

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

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Kristen Petersen, Mayor

ATTEST:

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Chloe Woodmansee, City Clerk



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MAY 28, 2020**

FROM: Community Development

SUBJECT: Second Hearing for CDBG-CV Grant Resolution

**RECOMMENDED ACTION:** Hold second public hearing for the Community Development Block Grant Coronavirus Response (CDBG-CV) application requesting up to \$250,000 of CDBG-CV grant funds and reutilizing \$80,632.35 of CDBG program income funds (total \$330,632) for three COVID-19 related relief programs.

**BACKGROUND:** On May 14, 2020, the City Council passed the attached Resolution authorizing the City Manager to submit a Community Development Block Grant Coronavirus Response (CDBG-CV) application requesting up to \$250,000 of CDBG-CV grant funds and reutilizing \$80,632.35 of CDBG program income funds (total \$330,632) for three COVID-19 related relief programs and to execute the grant agreement upon award.

**DISCUSSION:** On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) to support preparation for and response to the community impacts of the COVID-19 pandemic. The state of California received approximately \$19 million in CARES Act funds that will be distributed through the California Department of Housing and Community Development's (HCD) Community Development Block Grant (CDBG) Program. HCD will utilize streamlined distribution methods to ensure CDBG-CV funding is distributed and expended as quickly as possible on activities that address immediate and medium-term responses to the COVID-19 pandemic. Eligible activities must be related to preparation, prevention, response, and recovery of the COVID-19 pandemic.

Pursuant to 24 CFR 570.486(a)(5), the City must provide for a minimum of two public hearings for the purpose of obtaining residents' views and responding to proposals and questions. The COVID-19 pandemic places great stress on public services (food and rental assistance), housing facilities for homeless, and businesses within the City. The CDBG-CV funds allocated through the Cares Act is an opportunity for the City to respond to these community needs.

The City of Capitola is a CDBG-eligible non-entitlement jurisdiction. HCD guidance identified up to \$114,367.65 of available CDBG-CV grant funds for the City of Capitola in the first round of funding. Two more rounds of CDBG-CV funding are expected in the next 12 months. The resolution passed on May 14, 2020, exceeds the HCD guidance funding amounts up to \$250,000 in preparation for future funding through the Cares Act.

CDBG- CV Grant Resolution 2nd Reading  
May 28, 2020

The City was last awarded a CDBG grant in 2014 in the amount of \$500,000 for housing rehabilitation and homebuyer assistance programs. This year, a program participant paid off a \$79,339 down payment assistance loan to the City. Since then the City received interest of \$1,292 on those funds. The loan payoff and the accrued interest are classified as CDBG Program Income (CDBG-PI). The current balance of Capitola's CDBG-PI fund is \$80,632. HUD requires CDBG-PI funds be substantially spent prior to receipt of CDBG-CV funds. The CDBG-PI funds may be utilized in response to the COVID-19 pandemic on eligible grant activities. In total, the City of Capitola could be awarded up to \$ 330,362 of CDBG funds (\$250,000 CDBG-CV and \$80,632 CDBG-PI).

Allocations must be used on four specific activities. HUD has waived the usual requirement that a maximum of 15% of the grant be allocated to public services. When the activities are related to COVID-19, 100% of the funds may be allocated to public services. If the City receives a grant, the City must identify up to three activities for that funding. The following four activities are prioritized for CDBG-CV funding.

1. Public services to respond to COVID-19 impacts
  - Includes food distribution and rental assistance programs
2. Public facility improvements to increase capacity for healthcare facilities
  - Includes conversion of public facilities to healthcare facilities
  - Likely not applicable.
3. Housing facilities for persons experiencing homelessness
  - Includes providing shelter to homeless in response to COVID-19
  - Homeless Action Partnership (HAP)
4. Economic development to support needs for working capital and furniture, fixtures, and equipment focusing on safety requirements
  - Includes Business Assistance Loans and Micro Enterprise Loans

Staff proposes the City allocate up to \$330,362 of grant funds toward the following activities:

<b>ACTIVITY</b>	<b>Funding Amount</b>	<b>Percent</b>
Public Service Response (food and rental assistance)	\$137,100	41.5%
Housing Facilities for Homeless	\$68,550	20.75%
Economic Development	\$68,550	20.75%
Administration (up to 17% allowed)	\$56,161	17%
<b>TOTAL</b>	<b>\$330,362</b>	

Next Steps: Following the second public hearing, the City will publish a CARES ACT/COVID-19 application for the three CDBG activities outlined above with the intent to enter into subrecipient agreements with non-profits to carry out the activities and distribute the funds. Applicants must conform with CDBG requirements to qualify including documentation that funds will have a direct or indirect benefit to persons of low to moderate income.

Once a subrecipient is identified to administer the economic development activity, the City will publish a separate grant application for businesses to receive funds due to the Covid-19 pandemic. A separate selection process will occur for the business grants. Information will be posted on the City's COVID-19 webpage as it becomes available.

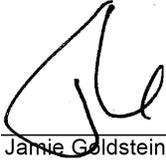
FISCAL IMPACT: If awarded, the grant would add up to \$250,000 to the City's Community

CDBG- CV Grant Resolution 2nd Reading  
May 28, 2020

Development Block Grant Fund.

Report Prepared By: Katie Herlihy  
Community Development Director

**Reviewed and Forwarded by:**



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Jamie Goldstein, City Manager

5/22/2020

CDBG- CV Grant Resolution 2nd Reading  
May 28, 2020

**RESOLUTION NO.**

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND COMMITMENT OF PROGRAM INCOME FUNDS AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2020 FUNDING YEAR OF THE STATE CDBG PROGRAM.**

BE IT RESOLVED by the City Council of the City of Capitola as follows:

**SECTION 1:**

The City Council has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount, not to exceed, of \$330,362 (up to \$250,000 of CDBG-CV funds and up to \$80,632.35 of CDBG program income funds) for the following CDBG activities, pursuant to the 2020 CDBG-CV NOFA:, for the following activities:

General Administration (GA)	\$ 56,161
Public services to respond to COVID-19 impacts	\$ 137,100
Housing Facilities for Homeless	\$ 68,550
Economic Development	\$ 68,550
<b>Total</b>	<b>\$330,362</b>

**SECTION 2:**

The City hereby approves the use of Program Income in an amount not to exceed \$80,632.35 for the CDBG activities described in Section 1.

**SECTION 3:**

The City has determined that state and federal citizen participation requirements were met during the development of this application.

**SECTION 4:**

The City/County hereby authorizes and directs the City Manager, or designee, to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

**SECTION 5:**

If the application is approved, the City Manager, or designee, is authorized to sign and submit Fund Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

**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 28<sup>th</sup> day of May, 2020, by the following vote:

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

CDBG- CV Grant Resolution 2nd Reading  
May 28, 2020

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Kristen Petersen, Mayor

ATTEST:

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Chloe Woodmansee, City Clerk



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MAY 28, 2020**

**FROM:** Public Works Department

**SUBJECT:** Consider Award of a Project Management and Inspection Contract for the Park Avenue Storm Damage Repair Project

**RECOMMENDED ACTION:** Authorize the City Manager to enter into a contract with Cal Engineering and Geology for Construction Management Services for the Park Avenue Storm Damage Repair Project in the amount of \$66,860.

**BACKGROUND:** Construction is ready to begin for the Park Avenue Storm Damage Repair Project, which will rebuild the failed slope and roadway on Park Avenue that was damaged in a storm in 2017. This project is primarily funded by Federal Highway Administration (FHWA) federal disaster funds, administered by Caltrans. Construction bids were received on April 29, 2020, and a contract has been awarded to the low bidder Earthworks Paving, Inc. Federal and State regulations require project management and inspection services performed in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). In order to meet these requirements it is necessary for the City to hire a consulting firm with this expertise.

**DISCUSSION:** Because this project is for construction management services, it is not subject to the public contracting requirements. Instead, it is subject to the City's purchasing provisions. Public Works issued a request for proposals on March 31, 2020, for project management and inspections services but received no proposals. Pursuant to Capitola Municipal Code Section 3.16.080F, if no bids are received in response to an RFP, the City may negotiate directly with a vendor. In discussing the project with firms, most of them indicated they didn't have personnel available. Most recently one firm, Cal Engineering and Geology (CEG), has indicated they would be able to respond and provide the required services. CEG provided geotechnical services during the design process, so they are familiar with the site and design. The attached scope provided by CEG includes all required aspects of project management required in the LAPM. The cost of the contract is \$66,860 which is slightly higher than staff anticipated but the construction costs are less than originally estimated. CE&G's Scope of Services proposal is included as Attachment 1.

**FISCAL IMPACT:** The FHWA pays for 89% of all project costs including this contract. The City's portion for this contract would be 11%, or \$7,411.80.

The project funding and expenses details are as follows:

Park Avenue Storm Damage Repairs Award of PM Contract  
May 28, 2020

Revenue

General Fund (2017 allocation)	\$ 100,000	
CalOES Reimbursement	\$ 6,834	(emergency response costs from 2017)
Caltrans Reimbursement to date	\$ 37,567	
<u>Future Caltrans Reimbursement</u>	<u>\$ 448,051</u>	
Total Funding	\$ 592,453	

Projected Expenses

Design and Caltrans Coordination	\$ 110,000
Construction	\$ 316,655
<u>Project Inspection Services</u>	<u>\$ 66,860</u>
Total Expenses	\$ 493,515

11% City share \$ 54,287

Contingency \$ 98,937

The City's final cost will be 11% of the final project costs including any contingency expenditures necessary during construction. Based on the current budget, when the project is completed, the City will receive a refund of approximately \$45,000 to the General Fund.

ATTACHMENTS:

1. Cal Engineering Contract

Report Prepared By: Steve Jesberg  
Public Works Director

**Reviewed and Forwarded by:**

**Samantha Zutler**

Samantha Zutler, City Attorney

5/22/2020

**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT  
PROJECT MANAGEMENT SERVICES  
CAL ENGINEERING AND GEOLOGY**

THIS AGREEMENT is entered into on May 28, 2020 by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Cal Engineering and Geology hereinafter called "Consultant".

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

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

**SECTION 1  
Scope of Services**

The services to be performed under this Agreement are for Project Management Services for the Park Avenue Storm Damage Repair Project and further detailed in Appendix One.

**SECTION 2  
Duties of Consultant**

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

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

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

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

**SECTION 3  
Duties of the City**

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

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

#### SECTION 4 **Fees and Payment**

Payment for the Consultant's services shall be made upon a schedule and within the limit, or limits shown, upon Appendix Two. Such payment shall be considered the full compensation for all personnel, materials, supplies, and equipment used by Consultant in carrying out the work. If Consultant is compensated on an hourly basis, Consultant shall track the number of hours Consultant, and each of Consultant's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Consultant shall immediately notify City if the number of hours worked during any fiscal year by any of Consultant's employees reaches 900 hours. In addition each invoice submitted by Consultant to City shall specify the number of hours to date Consultant, and each of Consultant's employees, has worked under this Agreement during the current fiscal year.

#### SECTION 5 **Changes in Work**

City may order major changes in scope or character of the work, either decreasing or increasing the scope of Consultant's services. No changes in the Scope of Work as described in Appendix One shall be made without the City's written approval. Any change requiring compensation in excess of the sum specified in Appendix Two shall be approved in advance in writing by the City.

#### SECTION 6 **Time of Beginning and Schedule for Completion**

This Agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date Consultant completes the services required by this Agreement, as agreed by the City; or
- The date either party terminates the Agreement as provided below.

Work shall begin on or about June 1, 2020.

In the event that major changes are ordered or Consultant is delayed in performance of its services by circumstances beyond its control, the City will grant Consultant a reasonable adjustment in the schedule for completion provided that to do so would not frustrate the City's objective for entering into this Agreement. Consultant must submit all claims for adjustments to City within thirty calendar days of the time of occurrence of circumstances necessitating the adjustment.

#### SECTION 7 **Termination**

City shall have the right to terminate this Agreement at any time upon giving ten days written notice to Consultant. Consultant may terminate this Agreement upon written notice to City should the City fail to fulfill its duties as set forth in this Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under this Agreement up to the date of termination.

## SECTION 8 Insurance

Consultant shall procure and maintain for the duration of the contract and for 10 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
2. Insurance Services office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California, and Employer's Liability Insurance.
4. Professional (Errors and Omissions) Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage shall include contractual liability.

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

- |  |  |
|--|--|
| 1. General Liability:<br>(including operations, products and completed operations) | <b>\$1,000,000</b> per occurrence and <b>\$2,000,000</b> in aggregate (including operations, for bodily injury, personal and property damage). |
| 2. Automobile Liability:   | <b>\$1,000,000</b> per accident for bodily injury and property damage.   |
| 3. Employer's Liability Insurance  | <b>\$1,000,000 per accident for bodily injury and property damage.</b>   |
| 4. Errors and Omissions Liability:<br>Limits                                       | <b>\$1,000,000</b> per claim and <b>\$2,000,000</b> in the aggregate.  |

### ***Other Insurance Provisions***

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

1. The City of Capitola, its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of work or operations performed by or on behalf of the Consultant or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after prior written notice has been given to the City.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

### ***Waiver of Subrogation***

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Capitola** for all work performed by the Contractor, its employees, agents and subcontractors.

### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements affecting coverage by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

## **SECTION 9 Indemnification**

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

For Design Professional Services under Civil Code §2782.8: To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City, its directors, officers, and employees

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

#### SECTION 10 **Civil Rights Compliance/Equal Opportunity Assurance**

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

#### SECTION 11 **Legal Action/Attorneys' Fees**

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

#### SECTION 12 **Assignment**

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

#### SECTION 13 **Amendments**

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

## SECTION 14 Miscellaneous Provisions

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

Professional Services Agreement, May 28, 2020  
Project Management Services  
Cal Engineering and Geology  
Page 7

CITY  
CITY OF CAPITOLA  
420 Capitola Avenue  
Capitola, CA 95010  
831-475-7300

CONSULTANT  
Cal Engineering and Geology  
6455 Almaden Expwy, Ste 100  
San Jose, CA 95120  
408-440-4542

By: \_\_\_\_\_  
Benjamin Goldstein, City Manager

By: \_\_\_\_\_  
Paul Sorci, Associate Engineer

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Samantha Zutler City Attorney

Attachment: Cal Engineering Contract (Park Avenue Storm Damage Repairs Award of PM Contract)

Professional Services Agreement, May 28, 2020  
Project Management Services  
Cal Engineering and Geology  
Page 8

**APPENDIX ONE**  
**Scope of Services**

**See attached**

**Attachment: Cal Engineering Contract (Park Avenue Storm Damage Repairs Award of PM Contract)**

## APPENDIX TWO Fees and Payments

For the services performed, City will pay consultant on a not-to-exceed, lump sum basis upon satisfactory completion of the services and delivery of work products. Payments will be issued monthly as charges accrue, the sum of consultant's salary expenses and non-salary expenses.

Consultant hereby represents and warrants, based upon Consultant's independent determination of the time and labor, including overtime, which will be required to perform said services, that Consultant will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Consultant's services. Consultant hereby assumes the risk that Consultant will perform said services within this maximum price constraint and Consultant acknowledges that its inability to do so shall not excuse completion of the services and shall not provide a basis for additional compensation.

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$66,860 (Sixty Six Thousand Eight Hundred and Sixty Dollars and Zero Cents), without specific, written advance authorization from the City.

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

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



18 May 2020

Kailash Mozumder  
 City of Capitola  
 420 Capitola Avenue  
 Capitola, California 95010

RE: Scope of Work and Cost Projection  
 Geotechnical Engineering and Construction Management Services  
 Park Avenue Storm Damage Repair  
 CE&G Document P200401.001

Kailash Mozumder:

Based on our recent discussions with you, Cal Engineering & Geology, Inc, (CE&G) has prepared this proposed scope of work and cost projection to provide geotechnical engineering and construction management services in support of the City of Capitola's (City) Park Avenue Storm Damage Repair Project (Project).

The project includes repairs to the slope embankment below Park Avenue due to storm damage sustained during a February 2017 storm. Approximately 1,200 feet of embankment and a portion of the eastbound bike lane were damaged due to large trees falling across the roadway. CE&G designed the slope repair, consisting of a geogrid reinforced slope. The scope of work presented is to provide construction management services during construction of the slope repair.

### **SCOPE OF WORK**

Our proposed scope of work is described in the following tasks:

#### **TASK 1: CONSTRUCTION MANAGEMENT**

- CE&G will provide a Construction Manager (CM). The CM will be a registered engineer and is responsible for management of construction work.

#### **TASK 2: PROJECT COORDINATION**

- CE&G will manage the Project to ensure services are in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). This involves collecting the required

LAMP documentation and assisting the City with submittals and Caltrans invoicing as needed. It is understood this is a federal-aid Project using funds administered by Caltrans and must comply with both federal and state guidelines.

- Conduct a pre-construction meeting to review the project and discuss required documentation as required by the (LAPM).
- Review and approve material submittals.
- Provide the City with Project as-built drawings. A hand marked up PDF set will be provided.
- Review and approve construction contractor's safety program per federal and state requirements.

### **TASK 3: CONSTRUCTION OBSERVATIONS**

- CE&G will coordinate with the City and provide staff to visit the site to observe and document construction activities. It is anticipated CE&G will provide staff approximately 3 days per week to observe construction activity, with the City providing additional observation as needed.
- Maintain contract records, including completion of any required forms for Federal Funds. Records will also document any significant discussions or occurrences that occur in the field. It is anticipated the CM will coordinate with City staff to be on site on a periodic basis.
- Performing SWPPP/WPCP compliance inspections have not been included in our scope as it is understood the City will perform these inspections.

### **TASK 4: LABOR COMPLIANCE**

- Perform labor compliance in accordance with the LAPM.

### **TASK 5: MATERIAL TESTING**

- Compaction testing utilizing ASTM methods per the technical specifications is to be performed on embankment slope repair. An estimate of 10 days of compaction testing for the repair slope has been included in our cost estimate.

- Compaction testing utilizing Caltrans methods is to be performed on the areas under vehicle traveled way and shoulder. An estimate of 2 days of compaction testing for these areas has been included in our cost estimate.
- Hot mix asphalt (HMA) testing and inspection is to utilize Caltrans methods. An estimate of 1 day of testing has been included in our cost estimate.
- The majority of testing will be performed by Pacific Crest Engineering, Inc of Watsonville, California. Pacific Crest Engineering, Inc is certified by Caltrans as a DBE (DBE #41551) and will assist in achieving the 9.3% DBE goal set in the RFP.

#### **TASK 6: UTILITY AND OUTSIDE AGENCY COORDINATION**

- This task has not been included in our scope of work. It is our understanding the City will coordinate project dates and road impacts with local agencies.

#### **TASK 7: PROJECT CLOSEOUT**

- CE&G will complete documentation required by Caltrans and the LAPM.

#### **SCHEDULE AND EXECUTION**

We understand the construction for the project is set to begin end of May/beginning of June. The construction to repair the slope is anticipated to be completed over the course of 6 weeks. CE&G will be able to provide staff in accordance with the assumed level of effort requested by the City and summarized herein.

#### **ESTIMATED LEVEL OF EFFORT AND COST**

As with all projects of this nature, CE&G will provide services on a time-and-expense basis. Based on our understanding of the project duration and scope of the work, the estimated level of effort and costs to complete the described scope of services are included in the attached table.

Should we become aware of a condition that could require a change to our scope of work and level of effort, and/or the extent of subcontracted services needed, we will notify the City immediately in order to come to an agreed upon resolution.

## LIMITATIONS

Our work will be completed in accordance with generally accepted civil and geotechnical engineering practices and procedures. This statement is in lieu of all other warranties either express or implied.

If you have any questions regarding the proposed scope of work or schedule, please contact us at your convenience. We look forward to working with you.

Sincerely,

CAL ENGINEERING & GEOLOGY, INC.



Paul Sorci, PE 73163, GE 3132  
Associate Engineer

### Attachments:

Cost Estimate Spreadsheet

CE&G 2020 Schedule of Charges

Pacific Crest Engineering Standard Fee Schedule

2020 CE&G Rates	STAFFING									REIMBURSABLES (INCLUDES 10% MARKUP)						Subtotal Cost	Total Cost
	Senior Principal	Principal	Associate	Senior	Project	Staff	Senior GIS/CADD Specialist	Project Assistant	Subtotal Hours	Subtotal Cost	Pacific Crest (Caltrans Inspector and DBE)	Laboratory Testing (Pacific Crest)	Equipment	Mileage			
<b>DESCRIPTION</b>	<b>\$280</b>	<b>\$240</b>	<b>\$215</b>	<b>\$200</b>	<b>\$160</b>	<b>\$145</b>	<b>\$140</b>	<b>\$95</b>									
<b>Task 1: Construction Management</b>																	
Project Management		2	8	2				6	18	\$ 3,170							\$ - \$ 3,170
Subtotal Hours		2	8	2				6	18	-							-
Subtotal Cost	\$ -	\$ 480	\$ 1,720	\$ 400	\$ -	\$ -	\$ -	\$ 570	-	\$ 3,170	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 3,170
<b>Task 2: Project Coordination</b>																	
Project Coordination			4	8					12	\$ 2,460							\$ - \$ 2,460
Pre-Construction Meeting			4	4					8	\$ 1,660				\$ 40			\$ 40 \$ 1,700
As-Built Record Drawings			2	8					10	\$ 2,030							\$ - \$ 2,030
Review Material Submittals			4	8					12	\$ 2,460							\$ - \$ 2,460
Subtotal Hours			14	28					42	-							-
Subtotal Cost	\$ -	\$ -	\$ 3,010	\$ 5,600	\$ -	\$ -	\$ -	\$ -	-	\$ 8,610	\$ -	\$ -		\$ 40	\$ 40	\$ -	\$ 8,650
<b>Task 3: Construction Observation</b>																	
Site Visits/Observation (3/week - 6 weeks)			20	108					128	\$ 25,900				\$ 960			\$ 960 \$ 26,860
Construction Documentation / Inspection Reports		2	6	24					32	\$ 6,570							\$ - \$ 6,570
Subtotal Hours		2	26	132					160	-							-
Subtotal Cost	\$ -	\$ 480	\$ 5,590	\$ 26,400	\$ -	\$ -	\$ -	\$ -	-	\$ 32,470	\$ -	\$ -		\$ 960	\$ 960	\$ -	\$ 33,430
<b>Task 4: Labor Compliance</b>																	
Labor Compliance Documentation			2	8				12	22	\$ 3,170							\$ - \$ 3,170
Subtotal Hours			2	8				12	22	-							-
Subtotal Cost	\$ -	\$ -	\$ 430	\$ 1,600	\$ -	\$ -	\$ -	\$ 1,140	-	\$ 3,170	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 3,170
<b>Task 5: Material Testing</b>																	
Compaction Testing (12 days)										\$ -	\$ 11,000	\$ 2,500					\$ 13,500 \$ 13,500
HMA Testing (1 day)										\$ -	\$ 1,200	\$ 800					\$ 2,000 \$ 2,000
Subtotal Hours										-	-	-					-
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ 12,200	\$ 3,300	\$ -	\$ -	\$ -	\$ -	\$ 15,500 \$ 15,500
<b>Task 6: Utility and Outside Agency Coordination</b>																	
Coordination (None)										\$ -							\$ - \$ -
Subtotal Hours										-	-	-					-
Subtotal Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
<b>Task 7: Project Closeout</b>																	
Caltrans and LAPM Documentation		2	4	8					14	\$ 2,940							\$ - \$ 2,940
Subtotal Hours		2	4	8					14	-							-
Subtotal Cost	\$ -	\$ 480	\$ 860	\$ 1,600	\$ -	\$ -	\$ -	\$ -	-	\$ 2,940	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 2,940
<b>Total Hours</b>		<b>6</b>	<b>54</b>	<b>178</b>				<b>18</b>	<b>256</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Cost</b>	<b>\$ -</b>	<b>\$ 1,440</b>	<b>\$ 11,610</b>	<b>\$ 35,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,710</b>	<b>-</b>	<b>\$ 50,360</b>	<b>\$ 12,200</b>	<b>\$ 3,300</b>	<b>\$ -</b>	<b>\$ 1,000</b>	<b>\$ 16,500</b>	<b>\$ -</b>	<b>\$ 66,860</b>

Attachment: Cal Engineering Contract (Park Avenue Storm Damage Repairs Award of PM Contract)



## Schedule of Charges 2020-2024

<b>Personnel</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Rates/Unit:</b>
Senior Principal Engineer/Geologist	\$ 280	\$ 290	\$ 300	\$ 310	\$ 320	per hour
Principal Engineer/Geologist	\$ 240	\$ 245	\$ 250	\$ 260	\$ 270	per hour
Associate Engineer/Geologist	\$ 215	\$ 220	\$ 225	\$ 230	\$ 235	per hour
Senior Engineer/Geologist	\$ 200	\$ 205	\$ 210	\$ 215	\$ 220	per hour
Project Engineer/Geologist	\$ 160	\$ 165	\$ 170	\$ 175	\$ 180	per hour
Staff Engineer/Geologist	\$ 145	\$ 150	\$ 155	\$ 160	\$ 165	per hour
Technician (Straight rate prevailing wage)	\$ 130	\$ 135	\$ 140	\$ 145	\$ 150	per hour
Senior GIS/CADD Specialist	\$ 140	\$ 145	\$ 150	\$ 155	\$ 160	per hour
GIS/CADD Specialist	\$ 125	\$ 130	\$ 135	\$ 140	\$ 145	per hour
UAS Manager	\$ 155	\$ 160	\$ 165	\$ 170	\$ 175	per hour
Project Assistant	\$ 95	\$ 100	\$ 105	\$ 110	\$ 115	per hour
Administration/Clerical	\$ 85	\$ 90	\$ 95	\$ 100	\$ 105	per hour
Special Inspector (Straight rate prevailing wage; Deposition/Court Testimony (minimum 4 hours)	\$ 135 \$ 400	\$ 140 \$ 410	\$ 145 \$ 420	\$ 150 \$ 435	\$ 155 \$ 450	per hour per hour

<b>Field and Laboratory Tests</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Rates/Unit:</b>
Concrete Compressive Strength Testing	\$ 39	\$ 41	\$ 42	\$ 43	\$ 44	per cylinder
Moisture Content (ASTM D 2216)	\$ 23	\$ 24	\$ 24	\$ 25	\$ 26	per test
Moisture & Density (ASTM D 4318)	\$ 31	\$ 32	\$ 32	\$ 33	\$ 34	per test
Atterberg Limits (ASTM D 4318)	\$ 202	\$ 208	\$ 214	\$ 221	\$ 228	per test
Compaction Curve, 4" mold (ASTM D 1557)	\$ 257	\$ 264	\$ 272	\$ 281	\$ 289	per test
Compaction Curve, 6" mold (ASTM D 1557)	\$ 317	\$ 326	\$ 336	\$ 346	\$ 357	per test
Wash over #200 Sieve (ASTM D 1140)	\$ 71	\$ 73	\$ 75	\$ 78	\$ 80	per test
Sieve Analysis with #200 Wash (ASTM D 422)	\$ 148	\$ 152	\$ 157	\$ 161	\$ 166	per test
Sieve & Hydrometer (ASTM D 422)	\$ 229	\$ 236	\$ 243	\$ 251	\$ 258	per test

<b>Reimbursables</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>Rates/Unit:</b>
Mileage (per allowable federal)	\$0.58	\$ 0.58	\$ 0.58	\$ 0.58	\$ 0.58	per mile
Nuclear Gage	\$ 57	\$ 59	\$ 60	\$ 62	\$ 64	per day
Inclinometer	\$ 196	\$ 201	\$ 208	\$ 214	\$ 220	per day
Vane Shear Device	\$ 113	\$ 116	\$ 119	\$ 123	\$ 127	per day
UAS Equipment	\$ 361	\$ 371	\$ 382	\$ 394	\$ 406	per day
GNSS Mapping Equipment	\$ 206	\$ 212	\$ 219	\$ 225	\$ 232	per day

- Professional Services** - These are "all-up" rates, and include direct salary cost, overhead, general and administrative costs not separately accounted for, and profit. They shall remain in effect through December 31, 2024. Ongoing work continuing beyond December 31, 2024 will be invoiced at the applicable new year's rate.
- Travel Time** - Travel time will be charged at regular hourly rates, not to exceed eight (8) hours per day.
- Expenses** - All direct costs will be billed at actual cost plus 10%, unless there is explicit agreement otherwise. Direct costs include:
  - Third party services – Fees for subcontracted third party services (including drilling and backhoe services, special consultant fees, permits, special equipment rental, overnight mail or

Attachment: Cal Engineering Contract (Park Avenue Storm Damage Repairs Award of PM Contract)



## Schedule of Charges 2020-2024

- messenger services and other similar project related costs)
- Travel expenses, including airfares, hotel, meals, ground transportation, and miscellaneous expenses.
  - Reproduction costs, including photocopy, blueprints, graphics, photo prints or printing.
4. **Subconsultants** - To the extent that it becomes necessary to use subconsultants, Client will be invoiced at cost plus 10% to cover insurance liability and other overhead costs.
  5. **Accounting** - The cost of normal accounting services for invoicing has been considered in the overhead expense which is included in the above hourly rates. Additional requirements for invoice verification, such as copies of time sheets, detailed expense records, and supplemental daily work justification will be billed on an hourly basis.



GEOTECHNICAL | ENVIRONMENTAL | CHEMICAL | MATERIAL TESTING | SPECIAL INSPECTIONS

**PACIFIC CREST ENGINEERING INC.**  
**STANDARD FEE SCHEDULE – GEOTECHNICAL GROUP**

Effective May 1, 2020

The following schedule presents our rates for professional services. If desired, services other than construction observation and testing can be contracted on a negotiated fixed fee basis. Hours and mileage for professional and technical services are charged portal-to-portal from our Watsonville office. Services during construction, such as testing and observation of grading, require both professional and technical services. Depending on the scope and duration of the construction project, an opinion of probable cost can be made. Professional, technical, mileage and laboratory fees and rates are subject to change without notice.

**PROFESSIONAL SERVICES**

**Billing Rate**

Principal Engineer\Geologist	\$180.00 per hour
Associate Engineer\Geologist	\$175.00 per hour
Senior Engineer\Geologist	\$170.00 per hour
Geotechnical Construction Manager	\$155.00 per hour
Staff Engineer\Geologist II	\$150.00 per hour
Staff Engineer\Geologist I	\$145.00 per hour
CAD/Draftperson	\$115.00 per hour
Administrative Staff	\$ 90.00 per hour
Expert Witness	\$290.00 per hour
Outside Consultants	1.15X Hourly Rate

**TECHNICAL SERVICES**

Senior Field Technician*	\$125.00 per hour
Construction Inspector	\$125.00 per hour
QSP/SWPPP Monitoring Services	\$125.00 per hour
Lab Technician	\$ 99.50 per hour
Asphalt Core Drilling (Rig + Staff Time)*	\$170.00 per hour
Certified Payroll Reporting	\$ 90.00 per hour

\* Includes nuclear density testing, concrete sampling, and core drilling; two hour minimum charge per site visit.

**OVER TIME**

Over Time	1.5X hourly rate
Sunday/Holiday	2.0X hourly rate
Night Shift	1.8X hourly rate

**MILEAGE EXPENSES**

Auto Mileage	Current IRS standard rate
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Attachment: Cal Engineering Contract (Park Avenue Storm Damage Repairs Award of PM Contract)

## OVERTIME

Overtime, when applicable, shall be defined as working more than 8 hours in any one day, more than 40 hours in any one week, and any work performed on Saturdays, Sundays, and Holidays. Double time is billed for Sunday and Holiday work, and for work performed in excess of 8 hours on Saturdays. All other overtime hours are billed as time and a half. Night shift work is shift work commencing after 2:00 pm or before 4:00 am during any 24 hour period starting at 12:01 am. Our normal working hours are 8:00 am to 5:00 pm, Monday through Friday.

## FIELD TESTS

Plate bearing load tests, pile load tests, vane shear tests, piezometer installations, slope inclinometer installations, and other special tests will be charged at standard engineering and personnel rates, plus cost of special equipment.

## INCIDENTAL EXPENSES

Consultant shall be paid the actual cost plus 15% of all other out-of-pocket expenses, including any costs of air travel, applicable sales, use and city taxes, as well as miscellaneous outside services and facilities, including: Subconsultant or Subcontractor fees; equipment rental, drill rig, underground locator, renderings, overnight delivery, permit and plan check fees, and similar expenses.

## PRINTS AND SPECIFICATIONS

Reproduction charges for prints and specification books for client use in bidding or construction or at client request will be billed at cost plus 15%.

## COPIES OF PREVIOUS REPORTS

Orders for copies of previously issued work will be billed on a time and material basis (minimum charge of \$25.00).

## DRILLING AND SAMPLING

### Billing Rate

Drill Rig including crew - truck mounted or crawler mounted:

Mobilization	Cost + 15%
Straight Time	Cost + 15%
Over Time	Cost + 15%
Cone Penetrometer Rig (CPT)	Cost + 15%
CPT Travel Time & Mobilization	Cost + 15%

Drilling is charged at 4 hours minimum.

Time is charged portal-to-portal from the drilling rig yard.

Casing, Shelby tubes and any special sampling or subcontract equipment will be charged at cost plus 15%.



## LABORATORY TESTS

### Soil/Aggregate Classification and Index Tests:

#### Atterberg Limits (Liquid Limit/Plastic Limit/ Plasticity Index):

Method A (Multi Point), ASTM D-4318/AASHTO T89 & T90	\$175.00
Method B (Single Point), ASTM D-4318/AASHTO T89 & T90	\$150.00
California Test Method, CT-204	\$175.00

#### Grain Size Distribution of Soil:

Sieve Analysis w/ Hydrometer ASTM D-422/AASHTO T88	\$200.00
Sieve Analysis w/o Hydrometer, ASTM D-422/AASHTO T88	\$110.00
Material Finer than #200 Sieve ASTM D-1140	\$ 85.00
California Test Method, CT-202	\$115.00

#### Grain Size Analysis of Aggregate:

Sieve Analysis ASTM C-136/AASHTO T27	\$120.00
Material Finer than #200 Sieve ASTM C-117/AASHTO T11	\$ 85.00
California Test Method, CT-202	\$125.00
Moisture Determination, ASTM D-2216/AASHTO T265/CT-226	\$ 25.00

#### R-Value:

Native Soil Samples ASTM D-2844/AASHTO T190/CT-301	\$280.00
With Additives, ASTM D-2844/AASHTO T190/CT-301	\$350.00

Sand Equivalent, ASTM D-2419/CT-217 \$120.00

Specific Gravity of Soil, ASTM D-854/AASHTO T100 \$100.00

Expansion Index, ASTM D4829 \$200.00

Cleanness Value of Coarse Aggregate, CT 227 \$145.00

Durability Index, CT 229 \$145.00

### Moisture Density Relations/Compaction Curves:

#### Modified Proctor:

4" Mold, ASTM D-1557/AASHTO T180	\$250.00
6" Mold, ASTM D-1557/AASHTO T180	\$285.00
One Point Verification (Check Point)	\$100.00

#### Standard Proctor:

4" Mold, ASTM D-698/AASHTO T99	\$250.00
6" Mold, ASTM D-698/AASHTO T99	\$285.00
One Point Verification (Check Point)	\$100.00

Cal-Impact Test, CT-216 \$280.00

### Strength Tests:

#### Direct Shear:

CD Peak and Residual, ASTM D-3080 (per point)	\$225.00
CU Peak and Residual, ASTM D-3080 Modified (per point)	\$105.00
Unconfined Compression, ASTM D-2166/AASHTO T208	\$ 80.00



Consolidation & Expansion Tests:

Consolidation, ASTM D-2435	\$380.00
Expansion Pressure, ASTM D-3877	\$325.00

Concrete Testing:

Compressive Strength Testing, ASTM C-39 (per cylinder)	\$ 50.00
Compressive Strength Testing, ASTM C-39 (sulfur capped, per cylinder)	\$ 60.00
Compressive Strength of Shotcrete, ASTM C-1140 (per core, sulfur capped)	\$ 75.00
Compressive Strength Testing, CT-521 (per cylinder, sulfur capped)	\$ 60.00
Method of Test For Flexural Strength of Concrete, CT 523	\$150.00
Method of Test For Flexural Strength of Rapid Strength Concrete, CT 524	\$150.00
Shrinkage, ASTM C-157, Set of 3	\$450.00
Length Change of Concrete, CT-537 (set of 3)	\$450.00
Compressive Strength of Mortar, ASTM C-109 (per cube)	\$ 60.00
Compressive Strength of Grout, ASTM C019 (per specimen)	\$ 65.00
Concrete Storage Processing and Disposal	\$ 15.00

Hot Mix Asphalt (HMA) Tests:

Bulk Specific Gravity of Compacted Hot Mix Asphalt	
• Saturated Surface Dry Method, ASTM D2726/AASHTO T166	\$ 50.00
• Coated Specimens, ASTM D-1188/AASHTO T275	\$ 55.00
• California Test Method, CT-308	\$ 55.00
Moisture Content of HMA, AASHTO T329	\$ 25.00
Theoretical Maximum Density, ASTM D-2041, CT-309	\$145.00

Miscellaneous:

Sample Preparation, if required (per hour)	\$ 99.50
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Triaxial, permeability or other special inspection testing services are individually quoted.





## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MAY 28, 2020**

FROM: City Manager Department

SUBJECT: Art and Cultural Commission Annual Report

**RECOMMENDED ACTION:** Receive report.

**BACKGROUND:** According to Capitola Municipal Code §2.56.050, each year the Art & Cultural Commission (Commission) is required to offer an assessment of the Commission's annual goals, plans, and objectives from the prior year, and recommend for Council consideration a Commission work plan for the upcoming year.

**DISCUSSION:** In 2019 the Commission organized many successful events to enhance Capitola's cultural and artistic environment. All the events are dependent on local sponsors to keep them free to the public.

Annual events included 13 Twilight Concerts and six Sunday Art at the Beach events. The Commission held four Movies at the Beach including one over the Labor Day weekend, which had previously been put on by the Begonia Festival.

The Commission hosted Opera at the Beach in September. The Bay Shore Lyric Opera Company, accompanied by a live orchestra, performed Verdi's Falstaff.

Capitola Plein Air, an outdoor, judged painting event, took place from October 30 to November 3. More than 40 juried artists painted artwork outside throughout Capitola. The public could watch artists create their work on Friday and Saturday, and on Sunday each artist displayed his or her works for judging and sale at New Brighton Middle School. The Commission increased the number of panels available for artists to display their work, which also increased artist sales. For this first time, Capitola Plein Air included a timed quick-draw event, where artists had a limited time to create a painting that was then judged. Anne Haines was the winner of the inaugural quick-draw. Capitola Plein Air was a success for the artists and the community. The Commission added the first and second place winning paintings and the quick-draw competition winner to its permanent art collection, which is on display in the City Council Chambers.

Unfortunately, due to the COVID-19 public health crisis, the City and the Commission are cancelling 2020 summer events. Based on the current County of Santa Cruz shelter in place order, the events cannot be held. No decision has been made regarding the Capitola Plein Air event, which occurs at the end of October. Staff is currently considering alternative events to be held later in the year but has not finalized any options.

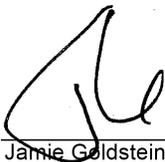
Art & Cultural Commission Annual Report  
May 28, 2020

ATTACHMENTS:

1. 5.b Art & Cultural Annual Report 2019

Report Prepared By: Larry Laurent  
Assistant to the City Manager

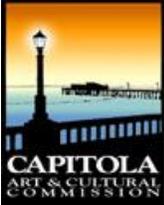
**Reviewed and Forwarded by:**



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Jamie Goldstein, City Manager

5/22/2020



Capitola Art & Cultural Commission  
 420 Capitola Ave.  
 Capitola, CA 95010  
 831-475-7300

# CAPITOLA ART & CULTURAL COMMISSION

## ANNUAL REPORT 2019

### Background:

The Capitola Art & Cultural Commission's purpose is to advise the City Council as to the allocation of public funds for the support and encouragement of existing and new programs in the arts; acquire by purchase, gift or otherwise, works of art subject to City Council approval; initiate, sponsor or direct special programs which will enhance the cultural climate of the City; establish close liaison with other commissions and civic organizations in order to foster public interest in the arts; and implement the Art & Cultural Master Plan.

The Art and Cultural commission is composed of the following: One (1) City Council Member; One (1) Planning Commissioner; One (1) Artist or Arts Organization Representative Member; One (1) Arts Professional Member and Five (5) "At-Large" Members. Appointments are made by the City Council. The commission is staffed by a ¼ time administrative assistant and the Assistant to the City Manager.

The Art & Cultural Commission meetings are on the 2nd Tuesday of the month. In addition, the commission holds a planning retreat in the beginning of the year.

### Members during 2019:

Roy Johnson (Chair and Arts Professional Member), Sam Storey (Vice-Chair and Council Representative), Courtney Christiansen (Planning Commission Member), Kelly Mozumder (Artist Representative), Laura Alioto (At-Large Member), Mary Beth Cahalen (At Large Member), Laurie Hill (At Large Member), Susan McPeak (At-Large Member, and James Wallace (At Large Member)

## 2019 Highlights: Events & Entertainment:

### Twilight Concerts:

The Art and Cultural Commission organized the 35th annual Twilight Concerts Series. This annual series offered 13 free concerts in Capitola Village on Wednesday evenings during last summer months. The free, family concerts attract over 1,000 attendees to each of the free, family friendly. Every concert is sponsored by a private donor in the amount of \$1,400. The performing bands are paid either \$1,000 or \$1400, depending on the number of band members. A sound engineer is contracted to provide the sound for the concerts.

Promotion of the concerts includes the distribution of over 8,000 postcards, as well as press releases to the local newspapers. The concerts are also advertised on the City's website and social media outlets. The Friends of the Art and Cultural Commission sold clothing and other merchandise in 2019

2019 Sponsors: Earthworks Paving Contractors, Union Bank, Devcon Construction, Britannia Arms, The Sand Bar Capitola, Gayle's Bakery & Rosticceria, Marriott-Fairfield Inn – Capitola, Zelda's, Lanai Financial Solutions-Christine McBroom, Toyota of Santa Cruz, Capitola Mall, Capitola Beach Suites, Left Coast Sausage Worx.

2019 Bands: Live Again, Mambo Tropical, Todd Morgan & the Emblems, Glory, Joint Chiefs, Extra Large, Mike Hammar and the Nails, The Inciters, The Houserockers, Tsunami Band, Digbeats, Everyday People, Long Train Runnin'

Planned/Considered Changes: Reduce number of concerts to twelve. Eliminate first Wednesday in June Concert. School is still in session, attendance has been much lower than other concerts.

### Movies at the Beach:

Organized the 15<sup>th</sup> annual Movies at the Beach event. The free Movies on the Beach series was comprised of four movies in 2019. The movies regularly attract over 500 people, with the animated movies bringing the largest crowds, weather depending. The entire movie series was sponsored by Pizza My Heart for \$3,000, which covers the cost of hiring a projectionist and the rental of the movies. The movies are promoted on the event postcard, as well as the City website, scroll, social media, and banners.

- Movie Event Evaluation: All movies were shown on a screen secured to the bandstand stage. These free family friendly events continue to grow in popularity. Cinelux Capitola Café and Lounge donated popcorn was provided

free to attendees. Volunteers and students served the popcorn to the audience.

Movies: COCO, Despicable Me 3, Bernie the Dolphin, Ralph Breaks the Internet

Sponsors: Pizza My Heart sponsored the all four movies.

Planned/Considered Changes: Reduce the number of movies to three in 2020. Eliminate the first August movie, starts too late for the young audience.

### **Sunday Art and Music at the Beach:**

The Commission helped organized the Sunday Art and Music at the Beach Events. This event takes place on six Sunday's during the summer months. This event is free to attend. The Sunday Art and Music at the Beach program continues to be coordinated by Leslie Fellows on a contract basis. Artists pay for booth rentals to display and sell their arts and the funds are used to pay the program coordinator.

Live music was added in 2010 and requires securing sponsors for the music costs. The bands provide their own sound amplification and the music styles are geared toward quieter sound than the Twilight Concerts.

Music and Art at the Beach Evaluation: GreenWaste Recovery donated \$2400 to cover all band cost for the bands at all six dates in 2019. The bands continue to bring in positive reviews from beach goers as well as art buyers and sellers alike.

Musicians: Alex Lucero, Acoustic Soul, Singing Wood Marimba, Samba Cruz, Harpin and Clark, 7<sup>th</sup> Wave

Sponsor: GreenWaste Recovery, Inc.

Planned/Considered Changes:

- Possibly have the Battle of the Bands winners play one Sunday

### **Opera at the Beach**

In 2015, the Art and Cultural Commission hosted an inaugural opera production by the Bay Shore Lyric Opera. In 2019, Opera at the Beach took place for the fourth time, the performance of Verdi's Falstaff. Opera was well attended in 2019 but will continue to find avenues to promote to the community.

Sponsor: Arranged by the Bay Shore Lyric Opera

Planned/Considered Changes: Use social media to better promote opera. Look for partnerships in the art community. Secure additional sponsorship.

## **Capitola Plein Air**

The Art and Cultural Commission added a Plein Air event in 2015. In, 2019, the event took place October 30 through November 3. Artists painted throughout the City, but primarily along the coast and Soquel Creek. Forty artists were selected to take part in the juried competition, exhibition and sale. The artists created art in the open air throughout Capitola. People had the opportunity to watch artists create art throughout the weekend. The judging and sale took place on the November 3rd at New Brighton Middle School and was a tremendous success. Artists sold over \$15,000 in paintings at the event.

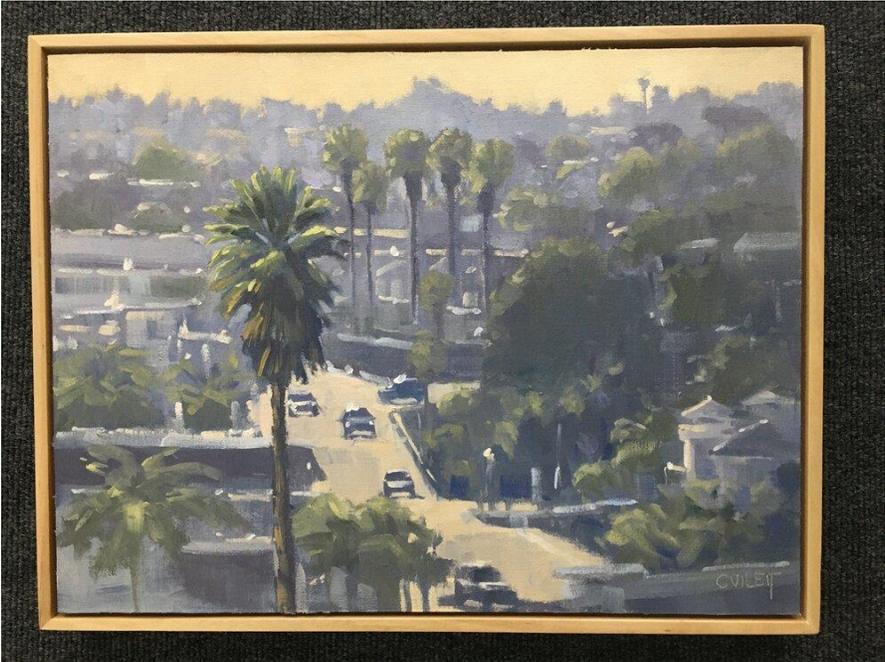
In 2019 an the Plein Air event added a timed quick draw event, where artists had a limited time to create a painting and have it judged. Anne Haines was the winner of the inaugural quick draw.

In 2019, the City of Capitola Plein Air was chair by Commissioner Laurie Hill. In addition, it took many volunteer hours to put on the event, with many commissioners assisting. Special acknowledgement needs to go to Commissioner Laurie Hill, who has served as the chair since 2016 as well as Commissioners Susan McPeak and Courtney Christiansen who all donated a significant number of hours to ensure the event took place and was a tremendous success.

The City Council approved \$3500.00 to produce the Plein Air event and \$2250.00 to purchase the first and second place winners in the professional division. The winning paintings will remain part of the City's permanent art collection. Artists were charged entry fees and sales commissions are to be used for future children's art in the community. Additional sponsors were secured to help put on the event.

First place winner in 2019 was "Blues of Depot Hill" by Cleo Villett and second place winner was "Shadows and Reflections" by Durre Waseem.

**“Blues of Depot Hill” by Cleo Villett**



**“Shadows and Reflections” by Durre Waseem**



Sponsors: Gayle's Bakery & Rosticceria, Fairfield Inn and Suites -Capitola, Palace Arts, Lenz Arts, Good Times, Shadowbrook Restaurant, San Lorenzo Floors, Capitola Soquel Chamber of Commerce, Capitola Village and Wharf Business Improvement Association, Local Santa Cruz, Santa Cruz County Association of Realtors, Times Publishing Group,

Planned/Considered Changes: Commission needs to form a subcommittee to plan and secure sponsors.

### **Public Art Project & Improvements:**

In 2004, the City Council approved the implementation of a Public Arts Fee. The purpose was to ensure that 2% of the cost of eligible municipal capital improvement, renovation, or restoration projects funded in whole or in part by the City of Capitola, or any private, non-residential development project with a total building permit valuation of \$250,000 or more be set aside for the acquisition of works of art to be displayed in or about public places within the City. For a private development, there is an "in lieu" option to contribute 1% of the total budget of the project to the Public Arts Program. Fees collected are placed in a restricted Public Arts fund.

The Art and Cultural Commission is working on finding appropriate public art projects and locations for public art.

The following is a list of projects funded in 2019 by the Public Art Fee:

- Professional winning paintings from Plein Air Event. Will be displayed in the City Council chamber and become part of the City's permanent collection.

### **Continuing in 2020:**

#### Events & Entertainment:

- Twilight Concerts-36<sup>th</sup> annual concert series offer 12 free concerts in Capitola Village on Wednesday evenings during the summer months.
- Movies at the Beach event-16<sup>th</sup> annual event offered 3 free movies on the beach.
- Sunday Art and Music at the Beach events-6 Sunday's during the summer months several artists display and sell their arts. Offer live music during all the events. Musician costs are covered by sponsorship.
- Capitola Opera at the Beach
- Capitola Plein Air

### **New in 2020:**

- Teen Battle of the Bands

## Goals and Activities (Based on 2019 retreat)

### Art and Cultural Commission Retreat Notes

Priority	Project
	Depot Hill Stair – Discuss with PW Director
	Wharf Fish Tank (Public Art)
xxx	Begonia Festival (Subcommittee working to identify site)
	Dance Review
xxx	Site identification for public art – Request map to identify sites, are we limited to public land for public art
	Jetty public art
xxx	41 <sup>st</sup> – Capitola Road Public Art in Median
	Welcome to Capitola signs
	Esplanade Park – Tile shower, Bench Shade
	Rispin. Water feature. Landscape art, performing art, puppet show
	Private property public art
xx	Library - Fencing
xxx	Beach trash can art
	Sea life globes, location to be reconsidered- Jetty, Wharf
	Noble Gulch park sculpture
	City Hall Wall Mural
	Hihn Park
xxx	New Brighton Theater Event, Battle of the Bands for youth
	Pop up art with plexin air panels
	Art in the community gathering
	Sea glass festival
	Mall public art
	Trestle Mural - addition
	Round about
xxx	Skate park unveiling



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MAY 28, 2020**

FROM: City Manager Department

SUBJECT: Receive Update on the City's Pandemic Response

### RECOMMENDED ACTION:

1. 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.
2. Consider options to allow outdoor dining on the Esplanade when allowed by County Health Orders

BACKGROUND: On April 30, 2020, the Santa Cruz County Health Officer issued an extended Countywide Shelter in Place order, which again directed all County residents to stay in their homes unless completing essential activities or travelling to serve in an essential job function. The new order also provides further clarification on what constitutes proper social distancing behavior, requires members of the public to wear masks when interacting face-to-face with others, and outlines beach activity limitations including the daily closure of all beaches in the County from 11am to 5pm. This order is in effect until it is extended, rescinded, superseded, or amended by the Health Officer.

On May 15, Santa Cruz County Health issued a press release advising local businesses on compliance with early Stage 2 of the State's Resilience Roadmap.

As of May 22, there are 186 cases of COVID-19 in Santa Cruz County and there have been two deaths.

DISCUSSION: Due to the City's emergency declaration and the County's Shelter in Place order, City departments continue to implement strategies to protect the community and employees while maintaining essential levels of service to the public.

On May 18, the City of Capitola announced the Capitola Business Recovery Program and the appointment of Richard Hill as Business Liaison. The formation of the Mayor's select Business Recovery Committee was also announced, and the committee's first meeting will be held on May 28. The Committee membership includes: Carry Arnone (Chamber of Commerce), Brittany Barrett (Total Fitness), Kent Berman (Santa Cruz Hotel Group), Andy Dally (Police Captain), Jill Ealy (Zelda's/Sotola), Anthony Guajardo (BIA President), Katie Herlihy (CD Director), Brian Kirk (Capitola Mall), Benjamin Ow (Ow properties).

Since formation the City has launched the Business Recovery Webpage, completed

COVID-19 Emergency- Update 5  
May 28, 2020

background research for the first Committee meeting.

In tandem with the County of Santa Cruz the City reopened McGregor Park to the public. Increased signage has been installed and if overuse and prohibited gatherings occur the park will again be closed.

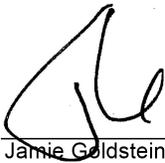
Santa Cruz County Health has recently indicated that increased levels of business activity may be allowed in early June. In addition, County Health has said that as restaurants are allowed to open cities should consider changes to allow for increased outdoor dining. In preparation for that staff will be presenting options to City Council to allow outdoor dining on the Esplanade when further reopening is allowed.

Further updates on the regional and local coronavirus response will be provided in a verbal report at the meeting.

FISCAL IMPACT: Anticipated reductions in Sales Tax and Transient Occupancy Tax as a result of this health crisis and shelter in place order could be substantial but remain impossible to estimate at this time.

Report Prepared By: Chloe Woodmansee  
Interim City Clerk

**Reviewed and Forwarded by:**



Jamie Goldstein, City Manager

5/22/2020



## CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 28, 2020

FROM: City Manager Department

SUBJECT: CVWBIA Update

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RECOMMENDED ACTION: Receive update report.

BACKGROUND/DISCUSSION: At the May 14, 2020, City Council meeting, Vice Mayor Brooks asked about how the Capitola Village and Wharf Business Improvement Area (CVWBIA) has been responding to the COVID-19 pandemic and how local businesses have been affected. She requested an agenda item on the next regular meeting addressing these questions and to enhance communications between Village businesses and the City Council. A representative of the CVWBIA will attend the meeting to present an oral report.

FISCAL IMPACT: None.

Report Prepared By: Chloe Woodmansee  
Interim City Clerk

**Reviewed and Forwarded by:**

Jamie Goldstein, City Manager

5/22/2020



## CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 28, 2020

FROM: City Manager Department

SUBJECT: Receive Monterey Bay Community Power Presentation

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RECOMMENDED ACTION: Receive update report.

BACKGROUND: Lina Williams, Monterey Bay Community Power's manager of energy account services, will provide this annual update. The City of Capitola is a founding member of the multi-county joint powers association and shares a seat on its boards with the City of Scotts Valley.

Report Prepared By: Chloe Woodmansee  
Interim City Clerk

**Reviewed and Forwarded by:**

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

Jamie Goldstein, City Manager

5/21/2020



## CAPITOLA CITY COUNCIL AGENDA REPORT

MEETING OF MAY 28, 2020

FROM: Community Development  
SUBJECT: Continue Zoning Code Update Discussion

**RECOMMENDED ACTION:** Continue discussion about the Zoning Code and Local Coastal Plan update to the next City Council meeting on June 11, 2020.

**BACKGROUND:** City Council adopted a new zoning code on January 25, 2018. The zoning code must also be certified by the Coastal Commission prior to taking effect in the coastal zone, which makes up two-thirds of the land area in Capitola. On May 14, 2020, the City Council provided direction on a list of Coastal Commission staff edits and continued the discussion and public hearing to the May 28, 2020 hearing. Staff is requesting the item be continued to June 11, 2020.

**DISCUSSION:** The following table includes the pending items for discussion:

	Topic	Code Section	Page #
1	Monarch Cove Inn	Section 17.28; Table 17.28-1 Footnote 12	28-4
2	Village Onsite-Parking	Section 17.76.040.3	76-8 & 76-9
3	Future Village Hotel Height	Section 17.88.050.B.2.a	88-3

These remaining three items will be placed on the June 11, 2020, City Council agenda. After receiving direction on all three items, an updated version of the zoning code, with all City Council recommendations, will be prepared and published for adoption hearings. Due to the extensive changes during Council review, the updated draft requires a second review and recommendation by Planning Commission prior to the final adoption by City Council.

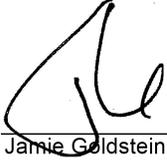
**CEQA:** An Addendum to the General Plan Update Environmental Impact Report (EIR) was adopted with the Zoning Code update on January 25, 2018, and continues to be applicable.

**FISCAL IMPACT:** None.

Report Prepared By: Katie Herlihy  
Community Development Director

continuing zoning code  
May 28, 2020

**Reviewed and Forwarded by:**



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Jamie Goldstein, City Manager

5/22/2020



# CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MAY 28, 2020**

FROM: City Manager Department

SUBJECT: Consider Options for Ordinance Temporarily Prohibiting Tenant Evictions Due to COVID-19

RECOMMENDED ACTION: Receive report.

BACKGROUND: On March 26, 2020, the Capitola City Council approved Urgency Ordinance 1041 that prohibited residential and commercial evictions arising from COVID-19 impacts through May 31, 2020.

The authority to approve such an ordinance was granted by Governor Newsom in an order dated March 16 that removed barriers in State law that kept local governments from adopting ordinances to halt evictions for Californians affected by COVID-19. That order expires on May 31, 2020.

On March 27, 2020, the Governor issued a separate statewide order banning the enforcement of eviction orders for renters affected by COVID-19 through May 31, 2020. The order prohibited landlords from evicting tenants for nonpayment of rent and prohibits enforcement of evictions by law enforcement or courts.

Then on April 6, 2020, the California Judicial Council adopted an emergency court rule that pauses all evictions, other than those necessary to protect public health and safety, for the duration of the COVID-19 emergency. The rule is applicable to all courts and to all eviction cases, whether they are based on a tenant's missed rent payment or another reason, with the exception noted above. The Judicial Council rule will apply until 90 days after the Governor lifts the state of emergency related to the COVID-19 pandemic, or until it is amended or repealed by the Judicial Council.

DISCUSSION: The City's urgency ordinance prohibiting residential and commercial evictions is expiring on May 31, along with the Governor's order granting cities the authority to adopt such eviction moratoria.

The Judicial Council's statewide rule will continue to apply until 90 days after the Governor lifts the state of emergency, or the Judicial Council takes action to repeal the rule.

Therefore, staff recommends allowing the City's eviction moratorium to expire.

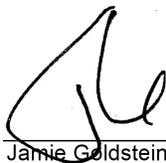
moratorium on COVID-19 related evictions  
May 28, 2020

However, Staff has also prepared a draft urgency ordinance amending Ordinance 1041 that would extend the City's urgency ordinance past May 31, only if the Governor issues an amended or new Order, and would continue as long as is permitted by the new or amended Governor's Order.

FISCAL IMPACT: The most likely fiscal impact is from code enforcement action by the City, in the event of violation of the Ordinance. Costs of such an action are unknown.

Report Prepared By: Jamie Goldstein  
City Manager

**Reviewed and Forwarded by:**



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Jamie Goldstein, City Manager

5/22/2020

moratorium on COVID-19 related evictions  
May 28, 2020

**ORDINANCE NO. \_\_\_\_\_**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
AMENDING URGENCY ORDINANCE 1041 TO EXTEND THE PROHIBITION OF  
RESIDENTIAL AND COMMERCIAL EVICTIONS ARISING FROM INCOME LOSS OR  
SUBSTANTIAL MEDICAL EXPENSES RELATED TO THE CORONOVIRUS  
PANDEMIC**

**WHEREAS**, the City of Capitola (“City”) is authorized by Article XI, Section 7 of the California Constitution to make and enforce all regulations and ordinances using its police powers;

**WHEREAS**, Government Code sections 36934 and 36937 authorize ordinances to take effect immediately if they are for the immediate preservation of the public peace, health or safety, contain a declaration of the facts constituting the urgency, and are passed by a four-fifths vote of the City Council;

**WHEREAS**, the California Emergency Services Act (California Government Code section 8550, et. seq.) defines a local emergency as the existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, caused by conditions such as an epidemic, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of a city, and require the combined forces of other political subdivisions to combat;

**WHEREAS**, Chapter 8.08, section 8.08.020 of the City of Capitola (“City”) Municipal Code defines an emergency as the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within this city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions, including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities for this City, requiring the combined forces of other political subdivisions to combat;

**WHEREAS**, the State of California, including the City of Capitola, is experiencing an unprecedented and critical emergency related to the novel coronavirus (“COVID-19”) pandemic;

**WHEREAS**, states of emergency have recently been proclaimed at the local, state, and federal government levels related to the COVID-19 pandemic;

**WHEREAS**, on March 12, 2020 the City Council declared that the existence and anticipated spread of COVID-19 is a local emergency, as defined by the California Emergency Services Act (California Government Code section 8550, et. seq.);

**WHEREAS**, due to the pandemic, Santa Cruz County schools have suspended in-person classes through the end of the 2019/20 school year;

**WHEREAS**, on March 16, 2020, the Santa Cruz County Public Health Officer issued an order requiring County residents to shelter in place through April 7, 2020 in order to stop community

moratorium on COVID-19 related evictions  
May 28, 2020

spread of COVID-19, subject to exceptions for the provision and receipt of essential services, and this order may be continued as necessary to address the pandemic;

**WHEREAS**, on March 19, 2020, Governor Gavin Newsom issued a shelter in place order for the entire State of California;

**WHEREAS**, on March 22, 2010, the Governor's Office issued guidance on what constitutes an essential critical infrastructure worker;

**WHEREAS**, many businesses and commercial establishments are not comprised of essential critical infrastructure workers, and thus their employees cannot come to work during the shelter in place order without violating the order and exposing themselves and the community to COVID-19, and therefore these businesses may suffer significant economic losses, making them unable to pay rent, and

**WHEREAS**, even businesses and commercial establishments that are deemed to be in critical infrastructure sectors may suffer a reduction in productivity and a reduction in revenues, making them unable to pay rent;

**WHEREAS**, commercial evictions due to a tenant's inability to pay rent have the likelihood of resulting in business owners and individuals engaging in activities (e.g. moving, board ups) that do not constitute critical infrastructure activities and increase the likelihood of the spread of COVID-19, leading to further health and safety risks to the community;

**WHEREAS**, evictions of commercial tenants have a high likelihood of resulting in the closure of those businesses, negatively impacting the Capitola economy;

**WHEREAS**, in order to comply with the shelter in place order, and for their own safety, City residents must have access to permanent housing;

**WHEREAS**, the COVID-19 pandemic and associated public health and shelter in place orders are expected to result in the closure of most local businesses until at least April 7, 2020, and result in extreme restrictions on other local businesses until then and possibly thereafter, possibly resulting in tenants suffering a decrease in income;

**WHEREAS**, many of the City's renters, including 70-85% of its low income renters, spend over 30% of their annual income on rent already;

**WHEREAS**, on March 16, 2020, Governor Gavin Newsom issued Executive Order N-28-20, which authorizes local jurisdictions to suspend the evictions of tenants for the non-payment of rent if the non-payment is a result of the COVID-19 pandemic. The provisions of Order N-28-20 are in effect until May 31, 2020;

**WHEREAS**, without local protection, eviction notices for failure to pay rent are likely to surge as residents and businesses are unable to earn income due to the pandemic, or are forced to pay substantial medical expenses associated with the pandemic;

**WHEREAS**, particularly given the high cost of housing, evictions of tenants, particularly low income tenants, could lead to long term or permanent displacement, impacting the health and safety of these tenants, as well as the City of Capitola;

moratorium on COVID-19 related evictions  
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**WHEREAS**, the City Council is concerned that, during the COVID-19 pandemic, eviction notices and threats of eviction will surge;

**WHEREAS**, the City of Capitola has determined that it is appropriate to temporarily prohibit evictions, through May 31, 2020, for any commercial or residential tenant who can demonstrate that they are being evicted for the failure to pay rent and that such failure is a direct impact of the COVID-19 pandemic, as provided in Governor Newsom's Executive Order N-28-20;

**WHEREAS**, on March 26, 2020, the City Council adopted Urgency Ordinance No. 1041, which prohibited residential and commercial evictions for non-payment of rent due to COVID-19 until May 31, 2020;

**WHEREAS**, on April 6, 2020, the Judicial Council adopted emergency rules that, in part, suspend the issuance of summons on complaints for unlawful detainer actions for any reason other than protection of the public health and safety until ninety (90) days after the Governor declares that the states of emergency related to the COVID-19 pandemic is lifted, or until amended by the Judicial Council;

**WHEREAS**, on March 31, 2020 the Sonoma County Health Department issued an Order extending the Shelter-in-Place requirements until the Order is extended, rescinded, superseded, or amended in writing by the Health Officer;

**WHEREAS**, the Council wishes to continue to protect against the dangers to public health that could be caused by evictions during this time, including unnecessary displacement and homelessness;

**WHEREAS**, amending this Urgency Ordinance to extend its expiration to be consistent with the expiration of Order N-28-20, or any similar Executive Orders, is necessary to preserve the health and safety of our community;

**WHEREAS**, the relevant portions of Executive Order N-28-20 (Paragraph 2) are in effect through May 31, 2020;

**WHEREAS**, it is currently unknown whether the Governor will extend or amend Executive Order N-28-20; and

**WHEREAS**, the City wishes for this Urgency Ordinance to be in effect for as long as the portions of Executive Order N-28-20 that remove State law barriers to local regulation of eviction (currently, Paragraph 2), including any amendments and extensions of those portions of the Order, as well as any additional Orders issued by the Governor that provide cities with authority to implement eviction controls, is in effect.

**NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS FOLLOWS:**

**Section 1: Interim Urgency Ordinance.** Urgency Ordinance No. 1041 is hereby amended as shown in Attachment A. Additions to Urgency Ordinance No. 1041 are shown as double underline and deletions are shown with ~~strikethrough~~.

**Section 2: Effective and End Dates.** This Ordinance shall take effect and be in force immediately. This Ordinance shall automatically expire, and no longer be

moratorium on COVID-19 related evictions  
May 28, 2020

effective, on the date Executive Order N-28-20; any amendments of Order N-28-20; or any Orders subsequent to Order N-28-20, that take effect no later than May 31, 2020, and include provisions that remove State law barriers to local regulation of eviction, expires.

**Section 3: Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**Section 4: Codification.** This urgency ordinance shall not be codified in the Capitola Municipal Code.

**Section 5: CEQA.** The City Council hereby finds that the action to adopt this Ordinance will not result in any change in the environment and thus is not a project subject to the requirements of CEQA. Further, even if the action to adopt this Ordinance was deemed to be a project subject to CEQA, the City Council finds the proposed Ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and thus where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

**Section 6: Authority Pursuant to the California Emergency Services Act and Capitola Municipal Code.** Pursuant to Cal. Gov. Code Section 8610, the City, while in a state of emergency proclaimed by the Director of Emergency Services and ratified by the City Council, may establish rules and regulations for dealing with the local emergency. Pursuant to Capitola Municipal Code Section 8.08.060A.(6)(a), the Director of Emergency Services has the authority to make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, so long as such rules and regulations must be confirmed at the earliest practicable time by the city council. The City Council also thus finds and determines that it has the authority to enact this ordinance pursuant to the California Emergency Services Act, the Capitola Municipal Code and the declaration of local emergency issued by the Capitola City Council on March 12, 2020.

**Section 7: Urgency Clause.** The City Council finds and declares that this ordinance is required for the immediate protection of the public peace, health and safety. Without it, City of Capitola tenants would suffer potentially irreversible displacement of tenants resulting from evictions arising from the COVID-19 pandemic. The Council, therefore, adopts this ordinance to become effective immediately, pursuant to California Government Code Section 36937.

This urgency ordinance was passed and adopted by the City Council of the City of Capitola on the \_\_\_ day of \_\_\_, 2020, by the following vote:

**AYES:**

moratorium on COVID-19 related evictions  
May 28, 2020

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

\_\_\_\_\_  
Kristen Petersen, Mayor

ATTEST:

\_\_\_\_\_  
Chloé Woodmansee, Interim City Clerk

moratorium on COVID-19 related evictions  
May 28, 2020

## ATTACHMENT A

### SECTION 1: PURPOSE.

This section temporarily prohibits evictions, ~~through May 31, 2020~~, of commercial and residential tenants who can demonstrate that they have received a notice of eviction for failure to pay rent, and that such failure is related to a substantial loss of income or substantial out-of-pocket medical expenses resulting from the 2020 novel coronavirus (COVID-19) pandemic or any local, state, or federal government response to the pandemic.

### SECTION 2: DEFINITIONS.

The following words and phrases, whenever used in this section, shall be construed as follows:

1. “Commercial unit” means a structure or the part of a structure in which at least 50 percent of its floor space is used for commercial activities, such as retail, the providing of services, or food service.
2. “Dwelling Unit” means a structure or the part of a structure that is used as a home, residence, or sleeping place by one or more persons who maintain a household or common household.
3. “Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Dwelling Unit, Commercial Unit, or portion thereof.
4. “Owner” means any person, acting as principal or through an agent, offering real property for rent, and includes a predecessor in interest to the owner.
5. “Pandemic” means the 2020 novel coronavirus (COVID-19) pandemic.
6. “Residential real property” means any dwelling or unit that is intended or used for human habitation.
7. “Tenant” means any person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a Dwelling Unit or Commercial Unit.

### SECTION 3: PROHIBITION ON EVICTIONS.

A. ~~Through May 31, 2020~~ Until the expiration of Executive Order N-28-20; any amendments of Order N-28-20; or any Orders subsequent to Order N-28-20, that take effect no later than May 31, 2020, and includes provisions that remove State law barriers to local regulation of eviction, the owner of rental property shall not terminate a lawful tenancy for failure to pay rent if the tenant demonstrates that the failure to pay rent is directly related to a substantial loss of income or substantial out-of-pocket

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medical expenses associated with the coronavirus pandemic or any local, state, or federal government response to the pandemic.

B. This section shall also apply to an owner's action that constitutes constructive eviction under California law. An owner's failure to comply with this ordinance shall render any notice of termination of tenancy void. This section may be asserted as an affirmative defense in an unlawful detainer action. Terminations that are required to comply with an order issued by a government agency or court requiring that the real property be vacated are excepted from this prohibition. An owner's failure to comply with this ordinance does not constitute a criminal offense but will subject an owner to civil fines and penalties as set forth in this Code.

C. To take advantage of the protections afforded under this section, a residential tenant must do all of the following:

1. Notify the landlord in writing before the day rent is due that the tenant has a covered reason for delayed payment.
2. Pay the portion of rent that the tenant is able to pay.
3. Demonstrate through documentation or other objectively verifiable means that the tenant has experienced:

(a) Substantial loss of income from: (a) job loss; (b) layoffs; (c) a reduction in the number of compensable hours of work; (d) a store, restaurant, office, or business closure; (e) a substantial decrease in business income caused by a reduction in opening hours or consumer demand; (f) the need to miss work to care for a home-bound school-age child or a family member infected with coronavirus; or (g) other similarly-caused loss of income that resulted from the pandemic; or

(b) Substantial out-of-pocket medical expenses related to the pandemic.

D. To take advantage of the protections afforded under this section, a commercial tenant must do all of the following:

1. Notify the landlord in writing before the day rent is due that the tenant has a covered reason for delayed payment.
2. Pay the portion of the rent that the tenant is able to pay.
3. Demonstrate through documentation or other objectively verifiable means that the tenant has experienced a substantial decrease in business income caused by a reduction in opening hours or consumer demand resulting from the pandemic.

E. Tenants who were afforded eviction protection under this section shall have up to ninety (90) days after the termination of this ordinance to pay their landlord all unpaid rent.

moratorium on COVID-19 related evictions  
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F. Nothing in this section waives a tenant's obligations to pay back rent owed once this ordinance is no longer effective.

G. Nothing in this section shall relieve a tenant of the obligation to pay rent, nor restrict a landlord's ability to recover rent due.

H. This section shall not apply to any of the following residential real property or residential circumstances:

1. Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

2. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

3. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.



## CAPITOLA CITY COUNCIL AGENDA REPORT

**MEETING OF MAY 28, 2020**

FROM: Public Works Department

SUBJECT: Consider Awarding a Contract for the Summer Beach Shuttle Service

**RECOMMENDED ACTION:** Approve a contract with MV Transportation for Summer Beach Shuttle operations. In response to the on-going COVID-19 pandemic it is anticipated that shuttle service under this contract will be cancelled for the 2020 summer season and shuttle service will resume in May of 2021.

**BACKGROUND:** On January 21, 2020, the City issued a request for proposals for the operation of the City's summer shuttle program. On February 13, 2020, the City received one proposal from MV Transportation (MV) who has been the shuttle operator since 2004. An excerpt of their proposal, including their fee proposal, is included as Attachment 1.

Typically, the shuttle operations would begin Memorial Day weekend and run on weekends and holidays through the Art and Wine festival in mid-September. Due to the COVID-19 pandemic it is anticipated that the shuttle service will not operate until the summer of 2021.

The term of the contract reflects the Staff and MV's agreement that, if the City does not begin shuttle service in 2020 due to COVID-19, the contract will commence in 2021. The contract further indicates that, if services are delayed, the Consumer Price Index (CPI) increases stipulated in the current contract will be applied to the 2021 rate. The Specifications and Agreement is included as Attachment 2.

**DISCUSSION:** MV's fee proposal starts with an hourly fee of \$132.76 (regular service) and \$153.64 (Art & Wine) and increases by the CPI each year the contract is extended. The contract includes one shuttle bus operating on regular weekends and two shuttle buses for the Art & Wine Festival. In addition, the City has an agreement with the Capitola Soquel Chamber of Commerce to provide four additional buses for the Art and Wine Festival at the Chamber's cost. The difference in the hourly rate between the weekend and the Art & Wine service is due to increased overtime hours and overhead for operating additional buses for the Festival.

MV Transportation has been an excellent contractor for the City over the past fifteen years. They have been reliable operators of the summer shuttle program and have proven to be very flexible in helping the City with this annual service.

Based on the operating hours from last year, the first-year contract expenses would be as follows:

Summer Beach Shuttle Service Contract  
May 28, 2020

<b>Regular Weekend Service – City</b>	\$132.76	390	\$51,776
<b>Art &amp; Wine – City</b>	\$153.64	42	\$ 6,453
<b>Art &amp; Wine – Chamber</b>	\$153.64	84	\$12,906
<b>Shuttle signs – City</b>	\$200		\$ 200
<b>Total</b>			\$71,335

The total City cost would be \$58,430; a 53% increase from last year's expense. Service in Summer 2019 was provided under a contract first approved in 2015. Although there had been several CIP and material increases provided in the contract, MV indicated that they could not continue operating under the old rate structure.

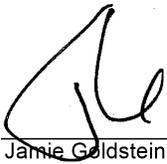
**FISCAL IMPACT:** Shuttle expenses are paid out of the Public Works' streets contract services budget. There is approximately \$14,000 in funding in the 2019/20 fiscal year that will not be expended if the 2020 service is cancelled. Future years' funding will need to be allocated as part of the annual budget process.

**ATTACHMENTS:**

1. MV Transportation Proposal
2. Shuttle Contract - final

Report Prepared By: Steve Jesberg  
Public Works Director

**Reviewed and Forwarded by:**



Jamie Goldstein, City Manager

5/22/2020

# Summer Shuttle Bus Service Operation

City of Capitola

RECEIVED

FEB 13 2020

CITY OF CAPITOLA



**Submitted To:**      **Submitted By:**

<b>City of Capitola</b>	<b>MV Transportation, Inc.</b>
Steven E. Jesberg, Public Works Director	2711 N Haskell Ave
Public Works Department	Suite 1500, LB-2
420 Capitola Ave.	Dallas, TX 75204
Capitola, CA 95010	p: 972.391.4600
p: 831.475.7300	www.mvtransit.com

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*MV Transportation, Inc. is a federal contractor or subcontractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and 29 CFR Part 471, Appendix A. MV is an Equal Employment Opportunity/Affirmative Action Employer.*

Attachment: MV Transportation Proposal (Summer Beach Shuttle Service Contract)



## Confidentiality Statement

*As a privately-held company, many aspects of MV's business is considered confidential. The proposal contained herein offers details regarding our proposed operating plan for the City of Capitola and includes operating procedures, management candidates, and innovative approaches that our Board of Directors considers Confidential and/or Trade Secrets.*

*For ease of the City of Capitola's review, MV has:*

- *Confidential attachments included in this proposal response are marked "confidential" in the margins of each document;*
- *MV considers its pricing information confidential and has therefore indicated so in the margin of each price page.*

Attachment: MV Transportation Proposal (Summer Beach Shuttle Service Contract)





# Cover Letter

February 11, 2020

Steven E. Jesberg, Public Works Director  
Public Works Department  
420 Capitola Ave,  
Capitola, CA 95010  
Dear Mr. Jesberg:

MV Transportation, Inc. and all subsidiaries, joint ventures, partnerships, and affiliates, (or "MV") greatly appreciate the opportunity to submit its proposal in response to City of Capitola's Request for Proposal for the Summer Shuttle Bus.

We are proud of our history of passenger transportation, and we offer high-quality service delivered by qualified and professional people. The company is confident that its proposed operating approach offers the best value for the City.

As required, MV's proposed operating plan is contained herein. This plan is built on our promise to our customers, our passengers, and our employees:

*We will always place the safety and security of our passengers, our employees, and our communities above all else. We will work collaboratively within our workplace, our business partnerships, and our community to improve the quality of life. We will strive to pursue new ideas that will bring value to our customers.*

Carl Sajous, Director of Business Development, is your primary contact for this procurement, and is authorized to make representations for MV Transportation, Inc., to include all its subsidiaries, joint ventures, partnerships, and affiliates (the bidding entity). If awarded the contract, the Contracting Party will be MV Public Transportation, Inc.



You can reach Carl at 631.745.5960 or [carl.sajous@mvtransit.com](mailto:carl.sajous@mvtransit.com). Additionally, Mr. Scott Sosnowski, Chief Sales Officer, will serve as your secondary contact; you can contact Scott at 810.599.9189 or [scott.sosnowski@mvtransit.com](mailto:scott.sosnowski@mvtransit.com). Please direct all correspondence related to this and all future procurements to MV's bid office located at 479 Mason Street, Ste. 221 Vacaville, CA 95688.



Thank you for your consideration; I encourage you to select MV Transportation as your partner for the provision of the Summer Shuttle Bus Service Operation. We look forward to working with you throughout this procurement.



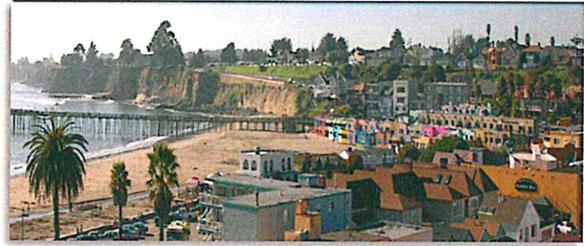
Sincerely,  
  
Dorothea DePrisco  
Assistant Corporate Secretary

Attachment: MV Transportation Proposal (Summer Beach Shuttle Service Contract)



# Executive Summary

Capitola, a quaint coastal city along the shores of the northern bay known for its dynamic beachfront, diverse shops, restaurants and the famed weekend events, draws large crowds in the summertime.



MV has had the pleasure of partnering with the City of Capitola to operate its summer shuttle and Art & Wine Festival shuttle buses. Capitola is a unique destination all must experience.

Since 2004, MV has transported passengers, including locals and visitors to key points in the city and the beach. MV has an unparalleled understanding of the geography and works each season to ensure the shuttle remains safe, reliable and cost efficient. An exceptional Project Operations Manager, Felicia Longmire and General Manager Francine Perea will oversee the operations and guarantee quality service for the City of Capitola.

## Community Advocates

Felicia Longmire has been in the transportation industry for over 20 years and has been with MV since 2018. Felicia has spent majority of her career overseeing the safety of children in her roles as Transportation Operations Supervisor and School Bus Driver for the Clark County School District. Felicia brought her keen sense of safety to MV as she oversees the entire operations for Burlingame and Capitola. Felicia prides herself on ensuring quality control and safety measures are taken. Her commitment to Capitola is what makes the shuttle service successful year after year and what makes her the community advocate along with General Manager, Francine Perea.

Francine Perea has been committed to the Capitola shuttle for two years and has allowed her to build a strong relationship with the client. Francine maintains on-time performance levels are above average and ensures operators are ready for service through her exceptional leadership.

The City of Capitola can rest assure that Felicia and Francine are industry leaders and will ensure quality service to the Summer Shuttle Service.

## Unparalleled Safety

Safety is our number one priority at MV and all employees actively works to meet or exceed our safety goals. To achieve safety measures for the City of Capitola, MV currently uses Drivecam and Mobileye on the summer shuttle buses to guarantee the safety of all passengers.

## Reliable Partnership

MV has been a trusted partner with the City of Capitola for over 15 years and knows what it takes to deliver quality service. MV will reinforce our connection in the community by continuing to provide safe and reliable service. Through our community advocates, the City will always have the support needed from the entire MV team.



Attachment: MV Transportation Proposal (Summer Beach Shuttle Service Contract)



*Attachment 1- Specifications and Agreement*

## **SPECIFICATIONS AND AGREEMENT**

WHEREAS, the City of Capitola, hereinafter called "City," as a local transit operator, has determined that it is in the best interest of the City and its riding public to utilize a contract with a transportation provider to provide seasonal fixed route transportation services;

WHEREAS, to implement the program, the City developed specifications and solicited proposals from both public and private operators interested in providing such transportation services, and in response to such solicitation of proposals and subsequent contract negotiations, MV Transportation, Inc., a California corporation ("Contractor") has been selected to enter into this Agreement with the City to provide fixed route transportation services as hereinafter set forth;

WHEREAS, since the City and Contractor began negotiations to enter into this Agreement, the State of California, County of Santa Cruz, and City of Capitola have declared a state of emergency due to the COVID-19 pandemic and the County of Santa Cruz has issued a shelter in place order that currently extends through May 31, 2020;

WHEREAS, the parties acknowledge the potential need to reduce or delay services provided under this Agreement due to the COVID-19 pandemic and so have included terms allowing the City to reduce or modify services with 30 days' written notice to Contractor;

NOW THEREFORE, the parties hereto intending to be legally bound agree and covenant as follows:

### **I. BASIC AGREEMENT**

Contractor hereby covenants and agrees to perform certain fixed route transportation services as hereinafter described, for the benefit of the City and in consideration thereof, the City agrees to provide compensation to the Contractor in accordance with the terms and conditions set forth herein. These services shall be known as "Summer Shuttle Bus Service."

#### **I.1 TERM**

The Agreement shall be for one (1) season commencing on June 1, 2020 and ending on September 13, 2020. The Agreement may be extended for an additional four (4) seasons (5 years total) upon mutual consent from the contractor and the City. If, at the option of the City shuttle service is not provided in 2020 due to the COVID-19 pandemic, the start date of the contract shall be May of 2021.

#### **I.2 BASIC HOURS OF SERVICE**

Contractor shall provide shuttle bus service from 10:00 a.m. to 8:00 p.m. on weekends (Saturday and Sunday) and holidays from Memorial Day weekend through the second weekend in September; holidays include Memorial Day, 4<sup>th</sup> of July, and Labor Day. The City reserves the right to change the days and hours of service with 30 days' written notice to the Contractor (390 est. total hours).

### I.3 ART & WINE FESTIVAL

Contractor shall provide shuttle bus service from 9:30 a.m. to 8:00 p.m., Saturday and 9:30 a.m. to 7:00 p.m., Sunday mid-September for the Art & Wine Festival (festival date varies; 126 est. total hours). Contractor shall supply six (6) shuttle buses for each day of the festival.

### I.4 TEMPORARY CHANGES IN HOURS OF SERVICE

For special events like the Capitola Car Show, Wharf-to-Wharf Race, Capitola Beach Festival and the Art and Wine Festival, which are held during the summer months in Capitola Village, temporary changes in the hours of operation and route will be necessary. These changes usually take the form of either delays in the start of service or the extension of service beyond the basic hours of service. Route changes can also be anticipated during these events. The City shall determine the hours of service necessary for any special events and notify Contractor in advance of any changes. Contractor shall not receive any additional compensation due to these changes and will only be paid at the unit contract price (described in Section II.2) for actual hours of service provided.

### I.5 NUMBER OF SHUTTLE BUSES

Contractor shall supply the number of shuttle buses requested by City. A minimum of one (1) shuttle shall operate every day specified in the Basic Hours of Service. The City reserves the right to request additional shuttle operations based on demand. The City may require up to three (3) total shuttle buses for Basic Hours of Service.

Contractor shall supply six (6) shuttle buses for the Art and Wine Festival. Compensation will be based on total hours of individual shuttle operation.

### I.6 TYPE OF SHUTTLE

Contractor shall provide a sufficient number of shuttle buses that seat a minimum of twenty (20) riders each and one wheelchair space. Contractor must have at least one dedicated spare bus to be used as a stand-by shuttle bus. All shuttle buses used must first be approved and accepted by the City before placed in service.

At the City's option and expense, the City may choose to apply decals or skins to increase the visibility of the shuttle bus. The City and Contractor will cooperate to select the vendor and to negotiate the cost of decals and skins with the selected vendor.

### I.7 ROUTES

The shuttle routes will be determined by the City. The primary route is a Beach Shuttle Route as shown on Attachment 1. This route may be modified by the City with advance notice to the Contractor. The Contractor may make variances in the shuttle route due to local traffic conditions if all designated stops are serviced. The City may designate temporary changes in the route to accommodate local road closures that may occur during special events in Capitola Village or other conditions shown on Attachment 2 and 3.

During the Art & Wine Festival the Contractor will provide shuttle buses on the route as shown on Attachment 4.

I.8 FARES

Contractor will not charge fares.

I.9 SIGNAGE

All shuttle buses used shall display 2 signs as follows:

LOCATION	SIZE	VERBAGE
Side	72" x 24"	Capitola Shuttle
Side	72" x 24"	Capitola Shuttle

All letters shall be 12" minimum. Contractor shall submit sign designs to the City for selection and approval before the signs are made.

I.10 RIDERSHIP COUNTS

Driver shall count and maintain a daily account record of all passengers serviced. Counts shall be tabulated and provided to City on a weekly basis, on a form provided by the City shown on Attachment 5.

Attachment: Shuttle Contract - final (Summer Beach Shuttle Service Contract)

## II. ADMINISTRATION

### II.1 BILLING

The Contractor will invoice the City on a monthly basis. Invoices must be accompanied by an itemized list of days that service was provided and hours of service. Overtime, or hours of operation beyond the basic amount, without prior approval of the City will not be paid.

Invoices for payment shall be so marked, include a reference to this Agreement purchase order number and shall be consecutively numbered and forwarded to: [ap@ci.capitola.ca.us](mailto:ap@ci.capitola.ca.us)

Following preliminary verification of the invoice, the City will pay the Contractor within 30 days of receipt of the invoice.

### II.2 TERMS OF COMPENSATION

The City shall pay to the Contractor:

\$132.76 per Basic Hour Service.

\$153.64 per hour of service for the Food and Wine Festival.

Compensation shall not exceed \$71,335.04 per year, except as authorized in writing by the Director of Public Works.

Contractor will be entitled to an annual rate adjustment as described in Section VIII.22.

### II.3 AUDIT

Contractor agrees to permit the City and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, Contractor's records pertaining to matters covered by this Agreement. Contractor agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) years following the terms of this Agreement.

Any overpayment uncovered in such an audit may be charges against the Contractor's future invoices. The City may withhold payment for services it believes were improper, failed to meet service specifications or are otherwise questionable. Contractor will not bill or be paid for unserved trips.

### II.4 DRIVER AND PASSENGER CONDUCT STANDARDS

Drivers shall comply with and enforce the following conduct standards:

- Drivers shall maintain a courteous and cooperative attitude in their contact with the public.
- Drivers shall only provide accurate and correct information to customers.
- Each driver shall carry a timepiece accurate to within one minute, reset to the exact time prior to beginning any route.
- Drivers and passengers shall not smoke on board or near the shuttle buses.
- Drivers and passengers shall not vape on board or near the shuttle buses.
- Drivers and passengers shall not expectorate on or near the shuttle buses.
- There shall be no operation of audio devices by drivers or passengers, with the exception that headphone systems are allowed to be played by passengers.

- Drivers shall not use communication devices of any kind, including cellular telephones or Bluetooth headsets, for any purpose while driving or attending to passengers. These devices shall only be used while the driver is stopped at a designated bus stop or other safe location.
- Shoes and shirts shall be required to be worn by all passengers.
- No eating or drinking shall be allowed on board the shuttle buses.
- Driving while under the influence of drugs and /or alcohol is prohibited.

The Contractor shall exclude any driver whose behavior violates this Agreement.

## II.5 INCLEMENT WEATHER POLICY

In the event that weather conditions are such that service must be temporarily suspended to ensure the safety of riders and drivers, the Contractor shall immediately notify the City to that effect. The Contractor shall assume responsibility for making a best faith attempt to contact any riders who may be at intermediate destinations and shall endeavor to provide such transport if safety and prudence permit.

## II.6 COMPLAINTS

The Contractor is required to respond verbally or in writing to all rider complaints received from the City or individual riders. The Contractor is required to notify the City of any corrective action that was taken to ensure that the cause of any valid complaint will be eliminated. All written responses must be signed or cosigned by the person a complaint is against. If the City requests a written response to a complaint the Contractor must respond in writing within 14 calendar days.

The City will not ask the Contractor to investigate complaints by riders about on-time performance when the actual pick up and/or drop-off time for trips is reported to be 10 or fewer minutes from the scheduled time.

## II.7 CONFIDENTIALITY OF CLIENT INFORMATION

Any and all information regarding any individual person served by the City is strictly confidential. It shall not be released to any party in any form without the authorization of the individual and/or the agency sponsoring the individual's transportation.

## II.8 ADVERTISING

The Contractor shall display shuttle information for the public provided by the City in all shuttle buses.

The Contractor may not sell advertising within the shuttle bus without the City's prior written approval.

### III. PERSONNEL

#### III.1 PERSONNEL

The Contractor shall be solely responsible for the provision of and satisfactory work performance of all employees and contractors performing work described by Agreement or any reasonable performance standard established by the City. The Contractor shall be solely responsible for payment of all employee, contractor and/or subcontractor wages and benefits. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and social security. The City shall have the right to demand removal from the program, for reasonable cause, any personnel furnished by the Contractor. The Contractor shall not, absent prior written notice to, and consent by the City remove or re-assign any key management personnel identified in its proposal (e.g. Program manager) at any time prior to or after execution of the Agreement.

#### III.2 KEY EMPLOYEE

The Contractor must employ an individual whose major duties include the direction of services performed for the City. This key employee will be required to successfully complete all sensitivity training for both drivers and office personnel and all program, office and automation training, and must have decision-making powers for the Contractor. The key employee will be required to attend such meetings as are required by the City, provided that 48-hour notice is given. If the key employee is unable to attend a given meeting, another person vested with decision-making powers must attend.

#### III.3 OFFICE PERSONNEL AND PROCEDURES

The Contractor shall supply a sufficient number of employees to staff the office at all required times. The Contractor will be responsible for training these employees and making sure that all program policies and procedures are understood. Sufficient office staff must have dispatch capabilities. Each of the Contractor's non-driving employees who have direct day-to-day interaction with the public will be required to attend a one-day sensitivity training program approved by the City. Personnel with dispatch capabilities will staff the Contractor's office from at least one hour before the first scheduled pick up until at least one hour after the final scheduled drop-off.

#### III.4 DRIVERS AND DRIVER TRAINING

The Contractor shall supply a sufficient number of properly qualified personnel to operate the shuttle buses and to provide the services required. All drivers must complete a driver-training program paid for or provided by the Contractor and must take an annual refresher course.

The driver-training program will consist of the following:

- Behind the wheel defensive driving class. Minimum two days, including classroom instruction.
- Sensitivity training – minimum one-day classroom and one-half day "hands-on", including lift training.

The Contractor is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The City requires that drivers

receive at least their defensive driver training and the “hands-on” portion of sensitivity training prior to providing any service in this program. All remaining driver training must be completed no more than thirty (30) days after any given driver begins providing service. Refresher training is required for all drivers on an annual basis. More frequent re-training may be required, as necessary.

### III.5 MINIMUM DRIVER STANDARDS/DRUG SCREENING/ANNUAL PHYSICAL EXAMINATION

All drivers shall be properly licensed in the State of California to provide this type of service. Contractor shall annually obtain a written record from the State Department of Motor Vehicles for each driver and shall keep that record on file. Contractor shall provide a driver's record to the City upon request. Drivers shall possess a Class "B" Driver's License, with applicable endorsements mandated by the State of California for the type of vehicle operated. All drivers shall comply with all relevant State of California codes and standards. Each operator participating in the program, without exception, must be at least 21 years of age. A driver shall be disqualified from providing shuttle service, if any of the following circumstances exist:

1. The driver has more than three moving violations within the last 36 months.
2. The driver's license has been revoked within the past 5 years.
3. The driver has been convicted of a drug or alcohol offense.
4. The driver's license has been suspended, revoked or put on probation by the DMV for a cause involving the safe operation of a motor vehicle within the last three years.

Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws.

In accordance with Department of Transportation (DOT) requirements, the Contractor shall, at its own expense, assure that all drivers, mechanics and other safety sensitive personnel performing services are free from alcohol misuse and/or the abuse of drugs; including amphetamines, opiates, cocaine, PCP, marijuana and the misuse/abuse of prescription drugs, formulations of amphetamines or derivatives of narcotic drugs, while on the job and/or performing safety sensitive duties. Contractor will require its prospective safety sensitive employees who may be assigned to perform work under this Agreement undergo pre-employment drug testing. Safety sensitive employees shall also be subject to post-accident testing, probable cause testing, and random testing as required by applicable law. Such drug and alcohol tests will comply with all applicable regulations. If an employee fails a random, post-accident, or probable cause test, Contractor shall inform the City of the failure and of the actions taken within 24-hours of the event.

### III.6 PROPER HYGIENE

All operators in the program must practice good hygiene, are required to be neat, clean, and well-groomed and are responsible for the proper care and cleaning of the garments they wear while on duty.

## VI. VEHICLES, FACILITY AND MATERIALS

### VI.1 VEHICLES

All vehicles must be able to carry a minimum 20 persons, with at least one space designated for wheelchairs.

### VI.2 CLEAN EQUIPMENT

All equipment used in the program must be kept clean and be cleaned regularly. If City identifies a vehicle used in service that is not clean, the Contractor shall immediately remove the vehicle from service when requested verbally or in writing by City.

### VI.3 RADIO STANDARDS

The Contractor must provide two-way radio communication equipment for every vehicle to be used in provision of service for the City. The Contractor is required to provide the City with its radio frequency number(s) used to communicate/dispatch its vehicles used under this Agreement.

### VI.4 IDENTIFICATION OF VEHICLES VIA SIGNS

Vehicles used in this program are required to display 2 signs supplied by the Contractor in addition to whatever numbers and symbols they may display for other services. The signs shall be approved in advance by the City. Full compensation for furnishing the signs shall be considered as included in the contract unit price (Proposal Item #3).

### VI.5 REMOVAL OF VEHICLES

The City may order, either verbally or in writing, the immediate removal from service any vehicle that the City determines, in its sole discretion, does not meet the City's vehicle specifications, is unsafe, or not in compliance with any Federal, State, or local laws, inspections or regulations.

### VI.6 LAWS, ORDINANCES AND REGULATIONS

It shall be the responsibility of the Contractor to assure that all Federal, State and local laws, regulation, ordinances, licenses, or inspections governing vehicles in this service are complying before service is begun and always covered by the period of this Agreement.

### VI.7 APPROVAL BY CITY ENGINEER/EXCEPTIONS

Exceptions to any of these requirements shall require prior approval by City Engineer. Use of any vehicle in the program also requires prior approval of City Engineer. No exceptions that adversely affect safety will be made. The City will inspect any vehicle for program use approval within 14 working days of the Contractor's request.

### VI.8 SAFETY/INSPECTIONS

The Contractor shall perform daily safety inspections of vehicles prior to beginning the day's service. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The City reserves the right to insure vehicles are being maintained properly and are in safe operating condition. If a vehicle fails inspection, it is barred from service until the problem(s) are corrected. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. The City may inspect vehicles at any time and may bar a vehicle from service until problem(s) are corrected.

## VI.9 DAMAGE

All damage to vehicle shall be repaired within 30 days of occurrence in a high-quality manner, regardless of cause.

## VI.10 CONTRACTOR SUPPLIED VEHICLES

It is the intent of these requirements that the Contractor operate vehicles which will provide safe, dependable, and comfortable transportation for the passenger. Therefore, these requirements outline minimum vehicle requirements for vehicles used by the Contractor in the provision of transportation for this program. Requirements are as follows:

### VI.11 SPARE VEHICLES

The Contractor is required to have, at its immediate disposal, at least 1 spare vehicle. Vehicles must be able to carry a minimum of 20 persons and maintained to the previously stated standards. It is the Contractor's responsibility to ensure that sufficient fleet vehicles are available to meet service requirements.

The Contractor shall make available a back-up vehicle for disabled access. The vehicle shall fully conform to ADA requirements. The back-up vehicle shall be available within 20 minutes of dispatch.

### VI.12 HEAD ROOM

Ample head room is to be provided to accommodate tall (6'6") wheelchair passengers during entry and transport.

### VI.13 RAILS

Each vehicle shall have stanchions and overhead grab rails for standing passengers.

### VI.14 LIFTS

Lifts for passenger loading must be hydraulic, electric or a combination of the two, and must be of the latest design. All current safety features are to be incorporated including: stop gate sensitive edges, manual controls, handrails, interlocks to prevent movement and shall be operable only in park. The lift to be used shall have been tested and be capable of safely lifting to 1,000 pounds. If electronic lifts are utilized, they shall also be capable of manual raising and lowering. If lifts are mounted for entry through the rear door of a vehicle, the vehicle must have flashing light signaling capability, mounted near the roof line, to be used during loading and unloading. All lifts must comply with ADA Regulations.

### VI.15 AGE

No vehicle shall be more than 10 model years old.

### VI.16 WARNING LIGHTS

An audible alarm and external flashing light (hazard warning) shall be incorporated to alert passengers of lift operation. The audible alarm is to sound only during lift motion. The hazard warning lights shall be illuminated whenever power to the lift is turned on.

#### VI.17 WHEELCHAIR ACCOMMODATIONS

Vehicles must be able to accommodate standard, electric, three-wheelers, (Amigo types), and recent model light alloy wheelchairs.

#### VI.18 WHEELCHAIR TIE DOWN & SAFETY BELT REQUIREMENT

A wheelchair tie-down system must be in place in all vehicles. The tie-down system must (a) enable the chair and the occupant to be secured independently of each other; (b) not have metal to metal contact of the tie-down mechanism and the chair; and (c) secure the chair at the strongest points of the chair frames, and not at the wheels. All wheelchair restraints must comply with the Americans with Disabilities Act (ADA) regulations.

A safety belt for each rider is required and drivers are required to ensure that the safety belts of each passenger are fastened. For wheelchair occupants, the safety belt must be independent of the wheelchair tie-down system and must be designed for release by an occupant who can release a standard clasp belt buckle.

#### VI.19 SEATS

Bench seats utilized for passengers must be equipped with a strap or a pull for balance.

#### VI.20 DOME LIGHTS

Interior dome lights are required for all vehicles.

#### VI.21 MANEUVERABILITY

Each vehicle must be able to maneuver in narrow one-way streets.

#### VI.22 SPARE TIRE

Each vehicle must carry a spare tire, in good conditions, and the necessary equipment for removing and mounting a tire.

#### VI.23 RADIO REQUIREMENT

Each vehicle must have a working two-way radio.

#### VI.24 INSPECTIONS REQUIREMENT/STATE OF CALIFORNIA

Each vehicle must pass State of California Department of Transportation inspection required for non-emergency medical transportation livery permits. Current inspection stickers must be displayed by all vehicles.

#### VI.25 FIRE EXTINGUISHER

Each vehicle must carry a full portable current inspected fire extinguisher.

#### VI.26 TRANSMISSION REQUIREMENTS

All vehicles shall be equipped with a heavy-duty automatic or manual transmission. The transmission shall be properly mated with the engine furnished. Controls and internal parts shall be adequately designed and adjusted to provide smooth power shift accelerations without damage, and to prevent output torque when the selector lever is in neutral position.

#### VI.27 AIR CONDITIONING

The vehicle heating and air conditions systems shall be designed to provide passenger comfort within the vehicle. Both heated and air-conditioned air shall be evenly distributed in the vehicle interior. Blowers shall be of sufficient size to evenly distribute air without creating drafts or blowing excessively on the passengers. Any vehicle with an inoperable air conditioning or heating system shall not be used for service. Each vehicle must use their air conditioning and/or heating system as weather conditions and passenger comfort dictate.

#### VI.28 MIRRORS

A fully adjustable mirror shall be installed on each exterior side of the vehicle. An interior rear-view mirror shall be mounted ahead of and to the right of the operator's position to provide a general view of the interior of the vehicle.

#### VI.29 ROOF STRENGTH

The vehicle roof strength must be such that the likelihood of roof collapse in a rollover accident is minimized.

#### VI.30 FACILITIES

Contractor shall provide suitable facilities with which to operate the service. This includes maintenance and storage facilities. All furnishings, equipment and supplies are the responsibility of the Contractor.

#### VI.31 FUELS AND MATERIALS

All fuels, lubricant, parts, materials, etc. required for the performance of this Agreement shall be supplied by Contractor. Diesel operated vehicles must employ diesel particulate filters and utilize lower sulfur diesel fuel.

#### VI.32 SAFETY EQUIPMENT

Each vehicle shall be equipped with safety equipment that meets California Highway Patrol standards.

#### VI.33 AIR EMISSIONS STANDARDS

Contractor is responsible for ensuring that all vehicles meet the applicable California Air Resources Board and Air Quality Management District air emissions standards for public transit fleets at all times.

VII. INSURANCE AND BONDS

VII.1 INSURANCE

The Contractor shall be required to carry insurance (and furnish proof thereof) to the following minimum limits:

a) Worker's Compensation

Coverage A – Statutory

b) Comprehensive General Liability (Including Contractual Liability and Independent Contractors)

Bodily Injury Liability:

Each Person \$2,000,000.00

Each Accident \$2,000,000.00

Property Damage Liability:

Each Accident \$2,000,000.00

c) Automobile Liability

Bodily Injury Liability:

Each Person \$2,000,000.00

Each Accident \$2,000,000.00

Property Damage Liability:

Each Accident \$2,000,000.00  
Or \$2,000,000.00 Combined Single Limit

All deductible payments are responsibility of Contractor. The City shall be named as additionally insured on all liability policies. All accidents must be reported to the City within 24 hours of the occurrence.

Contractor agrees that these policies shall not be canceled, nor the coverage reduced until thirty (30) days after the City has received written notice from the Contractor of such cancellation or reduction by certified mail.”

The Contractor will provide the City documentation proving insurance coverage, in a form approved by the City within 30 days of notice of contract award or 10 days before commencing transportation services, whichever occurs first.

VII.2 CLAIMS

If, as a result of any operation performed under this Agreement, a claim is made against the City or the Contractor, the Contractor must verbally notify the City within 48 hours. Contractor must submit a written verification and analysis of such claim to the City within 14 calendar days. The

Attachment: Shuttle Contract - final (Summer Beach Shuttle Service Contract)

City shall notify the Contractor of any claims reported directly to the City within 48 hours of receipt of the claim.

### VII.3 ACCIDENTS

All passengers and vehicle related accidents involving any property damage or personal injury resulting from service provided under this agreement must be verbally reported, immediately, and verified, in writing, to the City with a complete report on the incident, including any forms provided by the City for the purpose, within 24 hours of the occurrence. The City shall notify the Contractor of any accident reported directly to the City within 24-hour notice of the accident.

### VII.4 PERFORMANCE BOND

Bonding requirements have been waived for this project.

## VIII. ADDITIONAL AGREEMENT TERMS AND CONDITIONS

### VIII.1 CANCELLATION OF AGREEMENT

- a) If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City may terminate this Agreement immediately upon written notice of termination. Notice of such cancellation will be given with enough time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the City.
- b) The City may terminate this Agreement without cause by giving thirty (30) days' prior written notice thereof to Contractor.

The City shall pay Contractor for services satisfactorily performed up to the effective date of termination plus Contractor's reasonable close-out costs which shall not exceed 2% of the annual contract costs. Contractor shall submit to the City detailed invoices with the close-out costs and City shall pay those it deems reasonable. The City has no obligation to the Contractor, of any kind, after the date of termination.

### VIII.2 MODIFICATION OF AGREEMENT

Any increase, reduction, delay, or modification of shuttle service shall be mutually agreed to by the City and Contractor in a writing signed by authorized representatives of both parties.

### VIII.3 DISCLAIMER OF LIABILITY

The City will not hold harmless or indemnify the Contractor for any liability whatsoever, except to the extent such liability is caused by City's sole negligence or willful misconduct.

### VIII.4 INDEMNIFICATION AND HOLD HARMLESS

The Contractor agrees to protect, defend, indemnify and hold the City, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising out of Contractor's performance under this Agreement. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent, trademark, copyright (or application thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent. Contractor shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the City. The acceptance of services under this Agreement by the City shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the termination of this Agreement.

### VIII.5 LAW GOVERNING

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of California.

#### VIII.6 ANTI-DISCRIMINATION CLAUSE

The Contractor shall not in any way, directly or indirectly, discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

#### VIII.7 SUBLETTING OF AGREEMENT

This Agreement shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract or subjecting the City to liability of any kind to any subcontractor. No subcontractor shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the City must be through the General Contractor.

#### VIII.8 LICENSING AND PERMITS

The Contractor shall be appropriately licensed for the work required as a result of the Agreement. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the Agreement.

#### VIII.9 ASSIGNMENT/TRANSFER OF INTERESTS

There shall be no assignment/transfer of interests or delegation of the Contractor's rights, duties, or responsibilities of Contractor under this Agreement without prior written approval of the City, not to be unreasonably withheld.

#### VIII.10 REGULATORY REQUIREMENTS

The Contractor shall comply with all Federal, State, and local licensing and/or regulatory requirements (including permits) applicable to the provision of Summer Shuttle Bus Service.

#### VIII.11 EQUAL OPPORTUNITY

The Contractor will always abide by the equal opportunity provisions of the Civil Rights Act of 1964 as amended, Executive Order 11375 and as supplemented in Department of Labor Regulations 41CFR Part 60 and of the rules, regulations, and relevant orders of the Secretary of Labor.

#### VIII.12 SEVERABILITY

In the event any provision of the Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Agreement and each provision of the Agreement will be and is deemed to be separate and severable from each other provision.

#### VIII.13 SAFETY POLICY

The Contractor shall always abide by the Contractor's written safety policy as described in materials submitted during the procurement process for this Agreement and as approved by the City.

#### VIII.14 INDEPENDENT CONTRACTOR

Under the terms of this Agreement, the Contractor is an independent contractor and has and retains control and supervision of the services performed by and full control over the employment and direct compensation and discharge of all persons, other than City employees, assisting in the performance of its services hereunder. The Contractor agrees to be solely responsible for all matters relating to payment of employees, including compliance with social security, all payroll taxes and withholdings, unemployment compensation and all other regulations governing such matters. The Contractor agrees to be responsible for its own acts and those of its subordinates, employees and any and all subcontractors, if any, during the life of this Agreement. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

#### VIII.15 WAIVER OF TERMS AND CONDITIONS

The failure of the City or the Contractor in any one or more instances to enforce one or more of the terms or conditions of the contract documents or to exercise any of its rights or privileges, or the waiver of any breach of such terms or conditions, shall not be construed as thereafter waiving an such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver had occurred.

#### VIII.16 INTERPRETATION, JURISDICTION, AND VENUE

This Agreement and other contract documents shall be construed and interpreted solely in accordance with the laws of the State of California. The Contractor hereby consents and submits to the jurisdiction of the appropriate courts of California for adjudication of any suit, right or cause of action arising under or in connection with the contract documents.

#### VIII.17 INSPECTION OF WORK

a) All works (which term through this clause includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall always be subject to inspection and test by the City to the extent practicable and places during the term of the Agreement. All inspections by the City shall be made in such a manner as not to unduly delay the work. The City shall have the right to enter the Contractor's premises for the purpose of inspecting and auditing all data and records which pertains to the Contractor's performance under this Agreement. The City shall also have the right to enter Contractor's premises for the purpose of inspecting vehicles owned by the Contractor that are used to provide service under this Agreement.

b) If any work performed hereunder is not in conformity with the requirements of this Agreement, the City shall have the right to require the Contractor to perform the work again in conformity with the requirements of the Agreement at no additional increase in the total contract amount. When the work to be performed is of such a nature that the defect cannot be corrected by re-performance of the work, the City shall have the right to 1) require the Contractor to

immediately take all necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement; and 2) reduce the Agreement price to reflect the reduced value of the work performed. In the event the Contractor fails promptly to perform the work again or to take necessary steps to ensure future performance of the work in conformity with the requirements of the Agreement, the City shall have the right to either a) by contract or otherwise have the work performed in conformity with the contract requirements and charge to the Contractor any costs to the City that is directly related to the performance of such work, or b) terminate this Agreement for default as provided in the clause of the Agreement entitled "Cancellation of Agreement."

#### VIII.18 COMPLIANCE WITH LAWS AND PERMITS

The Contractor shall give all notices and comply with all existing and future Federal, State, and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Agreement, including, but not limited to, the laws referred to in these provisions of the Agreement and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the City certificates of compliance with all such laws, orders, and regulations.

#### VIII.19 RESERVED

#### VIII.20 SUBCONTRACTING

The Contractor shall obtain the City's written consent prior to entering any subcontract affecting the service. The City reserves the right to require certain clauses be placed in any subcontracting agreements affecting the service provided under this Agreement.

#### VIII.21 AGREEMENT RENEWAL

The City shall notify the Contractor by November 30<sup>th</sup> of each year indicating its intent on renewing the Agreement for additional years. The City and Contractor shall mutually agree to any renewal, and the Contractor shall consent to the renewal by December 31<sup>st</sup> of each year.

#### VIII.22 RATE ADJUSTMENTS

The hourly rate will be adjusted annually by the Consumer Price Index (CPI) for San Francisco-Oakland-Hayward for Urban Wage Earners and Clerical Workers, as published by the U.S. Department of Labor, Bureau of Labor Statistics. Additional rate adjustments may be requested by the Contractor with each renewal and must be substantiated with documented cost increases, such as fuel costs. Any request by the Contractor for additional rate increases, above the CPI increase, must be received in writing by the City by December 31<sup>st</sup> of each year. The City reserves the right to reject the rate increase and may either negotiate with the Contractor or publicly solicit for new proposals.

#### VIII.23 FORCE MAJEURE

Neither Party shall be liable to the other Party for any losses, expenses, or damages resulting from any delay in performance or from non-performance caused by circumstances beyond the reasonable control of the Party affected, including but not limited to acts of God, fire, flood, explosion, epidemic, war, terrorism, sabotage, strike, or labor dispute. The affected Party shall use reasonable commercial efforts to avoid or remove those causes of nonperformance. In the

event that either Party is unable to perform its obligations under this Agreement by reason of force majeure, it shall immediately give notice thereof as provided for herein to the other Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made, effective and executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by their respective authorized officials.

\_\_\_\_\_  
Benjamin Goldstein,  
City Manager

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Samantha Zutler  
City Attorney

Attachment: Shuttle Contract - final (Summer Beach Shuttle Service Contract)