

# City of Capitola

## City Council Meeting Agenda

### Thursday, January 12, 2023 – 6:00 PM



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

**Mayor:** Margaux Keiser  
**Vice Mayor:** Kristen Brown  
**Council Members:** Yvette Brooks, Joe Clarke, Alexandar Pedersen

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### Revised

### Closed Session – 5:15 PM

*Closed Sessions are not open to the public and held only on specific topics allowed by State Law (noticed below). 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.*

- i. Liability Claims (Gov't Code § 54956.95)  
Claimant: Carla Periat  
Agency Claimed Against: City of Capitola
- ii. Liability Claims (Gov't Code § 54956.95)  
Claimant: Bryan Hoskins  
Agency Claimed Against: City of Capitola
- iii. Conference with Labor Negotiations (Gov't Code § 54957.6)  
Negotiator: Chloé Woodmansee, Assistant to the City Manager  
Employee Organization: Mid-Management

### Regular Meeting of the Capitola City Council – 6 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.*

#### 1. Roll Call and Pledge of Allegiance

Council Members Yvette Brooks, Kristen Brown, Joe Clarke, Alexander Pedersen, and Mayor Margaux Keiser.

#### 2. Additions and Deletions to the Agenda

A. Item 9C has been pulled from the January 12, 2023, City Council agenda by staff.

#### 3. Presentations

*Presentations are limited to eight minutes.*

- A. Introduction of Kaysie Anderson, Recreation Coordinator: Classes, Promotions and Community Center

#### 4. Report on Closed Session

#### 5. Additional Materials

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

**A.** Public Comments Received for Items 9B, 9C, and 9D.

#### 6. Oral Communications by Members of the Public

*Please review the Notice of Remote Access for instructions. Oral Communications allows time for members of the Public to address the City Council on any “Consent Item” on tonight’s agenda, or on any topic within the jurisdiction of the City that is not on the “General Government/Public Hearings” section of the Agenda. Members of the public may speak for up to three minutes, unless otherwise specified by the Mayor. Individuals may not speak more than once during Oral Communications. All speakers must address the entire legislative body and will not be permitted to engage in dialogue. A **maximum of 30 minutes** is set aside for Oral Communications.*

#### 7. Staff / City Council Comments

*Comments are limited to three minutes.*

#### 8. Consent Items

*All items listed as “Consent Items” will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Council votes on the action unless members of the City Council request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Government. Note that all Ordinances which appear on the public agenda shall be determined to have been read by title and further reading waived.*

**A.** Consider and Approve City Council Meeting Minutes from the regular City Council meeting on December 8, 2022, and the special City Council meeting on January 6, 2023.

**B.** Resolution Allowing for the Continuation of Teleconferencing  
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 there is a need to continue action; and 2) Adopt the proposed resolution authorizing the City Council (along with the Planning Commission and all advisory bodies) to continue to conduct teleconferencing meetings.

**C.** Liability Claims

Recommended Action: Deny Carla Periat and Bryan Hoskins liability claims.

#### 9. General Government / Public Hearings

*All items listed in “General Government / Public Hearings” 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.** Staff Update on the 2022–2023 Winter Storm Event  
Recommended Action: Receive update from staff regarding the 2022-2023 Winter Storm Event.

**B.** Regional Bikeshare Contract  
Recommended Action: Authorize the City Manager to execute a five-year Professional Services Agreement with BCycle for the Regional Bikeshare Program.

**C.** ~~Medical Office Building Project at 5940 Sequel Avenue~~

~~Recommended Action: Receive report and provide feedback regarding the proposed project mitigation measures for the Medical Office Building Project within the City limits. (This item was pulled from the agenda by staff.)~~

**D.** City Council Appointments to City Advisory Bodies

Recommended Action: Appoint City Council representatives to remaining County and Regional Boards, and appoint members of the public to the City of Capitola Advisory Bodies.

## 10. Adjournment

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### Notice of In-Person & Remote Access

**Meetings are open to the public for in-person attendance at the Capitola City Council Chambers located at 420 Capitola Avenue, Capitola, California, 95010**

**Other ways to Watch:**

Spectrum Cable Television channel 8

City of Capitola, California YouTube Channel

**To Join Zoom Application or Call in to Zoom:**

Meeting link:

Or dial one of these phone numbers: **1 (669) 900 6833, 1 (408) 638 0968, 1 (346) 248 7799**

Meeting ID: **833 2817 3113**

Meeting Passcode: **678550**

**To make a remote public comment:**

**Via Zoom Application:** Use participant option to “raise hand”. The moderator will unmute you

**Via Zoom phone call:** Dial \*9 on your phone to “raise your hand”. The moderator will unmute you

**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.



## Public Works Department

# Memo

To: Julia Moss, City Clerk  
From: Jessica Kahn, Public Works Director  
Date: January 12, 2023  
Re: Item 9.C: Medical Office Building Project at 5940 Soquel Avenue

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Staff is requesting that this item be pulled from the agenda and rescheduled for the February 9, 2023, City Council meeting to coincide with the hearings for this project scheduled on February 8, 2023 and February 14, 2023 by the County of Santa Cruz.

**Moss, Julia**

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**From:** Mick <qwakwak@gmail.com>  
**Sent:** Sunday, January 8, 2023 11:32 AM  
**To:** City Council  
**Cc:** Goldstein, Jamie (jgoldstein@ci.capitola.ca.us)  
**Subject:** Medical office bldg Item 9c

item 9c Medical Office Bldg

The proposed medical facility on the Soquel Ave frontage rd will have serious negative traffic impacts on the 41st Ave / Gross Rd intersection.

There is an easy mitigation to the potential negative impacts - force the county to remove the barrier on 40th Ave to open up the connection from Gross Rd to Clares St.

Doing so would have substantial positive impacts not only on the Gross Rd intersection but also the Clares and 41st intersection.

The barrier was put in by the county at the request of then Supervisor Forbus when Capitola annexed the Brown Bulb Ranch property and began the mall development in the 1970's. Back then, it caused no negative traffic impacts. Today is another story - it should be removed by the county as part of the EIR traffic mitigations and the city should initiate legal action if the county refuses to adopt this mitigation measure.

Mick Routh

Sent from my iPhone

**Moss, Julia**

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**From:** Janet Edwards <bsjedwards@aol.com>  
**Sent:** Monday, January 9, 2023 8:03 PM  
**To:** City Council  
**Subject:** Comments for January 12th meeting

City of Capitola Council Members

Please add my comments to the meeting of January 12th  
 Item # 9C - Medical Office Building Project at 5940 Soquel Avenue

I am a resident of Gross Road, when the EIR first came out in 2019, I went around the neighborhood and tried to speak to every resident. This is my opinion but does include some stories of others. I am opposed to the diverter at Gross Road and opening 40th Ave to connect with Clares St.

My reasons are that

1. Traffic and accidents - the traffic north bound on 41st Ave from Gross Road, past Clares and past the mall entrance has gotten worse for months when the timing on the light changed. Plus based on a report done by the City a couple of years ago, 41st and Clares has more accidents than any other place in Capitola and number 2 on the list is Gross Road and 41st.
2. The problem with the Gross Road traffic is not from the residents of the area but from drivers looking for a way around the freeway with many people actually going back onto the freeway at 41st. A while back I spoke to a young man who was trying to get to Watsonville when the CHP caught him and he only had a learners permit and he had to wait for his family to come and get him. I believe there are more people trying to go around the traffic. Opening 40th will just encourage more drivers to go around and not stop them from using Gross Road and cause accidents at Clares and 41st.
3. Gross Road with its parking on both sides was not designed for the heavy traffic and residents report that at times they can not back out of their own driveway. Plus if you open 40th Ave there will have to be a lot of work repaving and putting in sidewalk, a lot of people currently walk down the center of the road to pass through it. It also has some bad drainage issues especially with the 2 new houses still under construction and I am told that the contractor is not going to put in any sidewalks.

My Solutions

1. Change the light timing at Gross Road and 41st, at times Gross Road east to North 41st has less than 15 seconds to get through the intersection and many people go through the red light. I understand why North 41st has the light go, then stop, then go again without any other section turning. But it confuses people and again many people go through the red light. I know that Capitola has the rights to change the timing even though the intersection is suppose to be controlled by CalTrans.
2. A few years ago, John Leopold and his staff came up with a local ordinance to keep people off South Rodeo Gulch Road and Gross Road during peak hours, but it appears per Supervisor Koeing, the CHP does not have the right to enforce the ordinance. If someone else has a different solution or can get the CHP to enforce the ordinance that would help non-residents stop trying to use Soquel Ave as a shortcut and not clog up Gross Road and 41st Ave.

These solutions do not include what will happen when the medical building is complete and 600 workers will exit the building about the same time every weekday. Kaiser has said they will get their people to walk and ride bikes. Residents of Gross Road do not like to use Soquel Ave walking or biking because of the bridge over Rodeo Gulch, it is almost a one way sidewalk and if you are riding a bike you need to almost go into the driving area to avoid culverts and other hazards. Plus the area can be very dark at night and right now the sidewalk does not go all the way through to South Rodeo Gulch with no plan to do so. Just because this intersection is not in Capitola does not mean that it will not affect Capitola.

Please think about the solutions I have offered and please bring some different ideas to the table for this project, if nothing is done it will be a mess for Capitola and 41st Ave.

Thank you for your effort and your time  
 Janet Edwards

**Moss, Julia**

**From:** Moss, Julia  
**Sent:** Wednesday, January 11, 2023 2:12 PM  
**To:** Paula Bradley; City Council  
**Cc:** Herlihy, Katie (kherlihy@ci.capitola.ca.us)  
**Subject:** RE: City Council Agenda 1/12/23 Item 9B - PSA for Regional Bike Share Contract - public comment

Hi Paula,

We forwarded your questions to the Project Manager with BCycle and received the following answers. This information will be incorporated into staff's presentation on Thursday, January 12<sup>th</sup>.

1. *Section 5.6 and Exhibit F reference redistribution of the overall regional bike share program. Each jurisdiction will have at least 70% of designated to them each day. On top of that, our teams main priority each morning, throughout the day, and evening is to make sure bikes are charged and balanced, station by station. We check station balancing constantly and learn about patterns from commuters over time. We will do our best to proactively ensure stations do not go empty or get full.*
2. *Docks do not charge the bikes. The docks are battery powered, just like the bikes are. Our teams will do in-field swaps of batteries for both bikes and docks. We perform these swaps as we are out rebalancing or if we see that batteries for particular bikes are getting low remotely.*

Thank you for your questions. For information about how to tune in to tomorrow's Council meeting, please refer to the [agenda](#). Best,

**Julia Moss**

City Clerk - City of Capitola  
 831.475.7300 x228

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**From:** Paula Bradley <pbradley2004@sbcglobal.net>  
**Sent:** Wednesday, January 11, 2023 6:43 AM  
**To:** City Council <citycouncil@ci.capitola.ca.us>  
**Subject:** City Council Agenda 1/12/23 Item 9B - PSA for Regional Bike Share Contract - public comment

I have two questions:

1. Professional Services Agreement, section 5.6 "system balancing" and Exhibit F, Service Level Agreement, state that 70% of the bikes designated to a jurisdiction (150 bikes in Capitola) will be redistributed on a daily basis. What if in a high priority area, i.e.: the mall transit center, had no bikes in the docking station, would this be re-balanced during the same day?
2. The bikes will be continuously be recharged in the dock stations?

Please approve the five-year PSA with BCycle for the Regional Bike Sharing Program without further requirements or conditions, and prioritize moving forward to implement the program without delay.

Thank you

**Paula Bradley (she/her)**  
 P. O. Box 1146 Capitola CA 95010  
 mobile (831) 345-5482



**Moss, Julia**

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**From:** Laurie Hill <capitolaseahorse@gmail.com>  
**Sent:** Wednesday, January 11, 2023 10:30 PM  
**To:** City Council  
**Subject:** Arts and Cultural Commission Appointments

Dear Council,

First, thanks for your hard work and focus on the storm/tide related recovery issues facing our community. I also commend City Staff on their efforts to help keep us safe and help us rebuild.

I am proud to serve as one of your current (and very active) Arts and Cultural Commissioners.

I encourage you to reappoint both current commissioners, Roy Johnson and Kelly Mozumder. Both commissioners are actively engaged in the work of the Commission and a pleasure to work with.

Our latest applicant, Peter Wilke, demonstrates continued interest in our community and would likely be a good candidate.

I also hope that Sam Storey will also be given the opportunity to return to the Commission. We enjoyed his experience, energy, and contributions.

Laurie Hill

**Moss, Julia**

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**From:** Joy Anderson <jojeanders@gmail.com>  
**Sent:** Thursday, January 12, 2023 7:57 AM  
**To:** City Council  
**Subject:** Comments on Agenda Item 9C

Dear City Council Members,

I am a local resident, and I am voicing my concerns over your desire to continue to insist that a solution for traffic mitigation is the removal of the barrier at 40th Ave/Deanes Lane.

My concerns are related to what I see is the bigger issue for our region that cannot be addressed with the removal of the barrier - the congestion on Highway 1. Removing existing barriers or creating new ones does not remedy the larger problem which is that commuters are attempting to avoid the congestion on the freeway by driving on city streets. What we have now is an unbelievable amount of traffic in the Capitola/Santa Cruz neighborhood in question between the hours of 2:30 and 6:30.

And while the previous transportation study conducted on the project indicated that removing this barrier **would not help any traffic concerns for the area**, I want to also discuss another other important consideration as to why the barrier should remain. The barrier helps create a neighborhood - the "cul de sac" feel helped create a thriving community for various streets in that area. If the barrier were removed, the neighborhood community would be changed for the worse forever as they would have an ever increasing yet constant flow of traffic and/or idling cars with commuters attempting to find access to an already congested freeway.

As a city council, my hope is that you would encourage the Santa Cruz County Planning Commission to look for a mitigation issue that fixes the real problem and does not destroy a neighborhood in the process.

Respectfully,

Joy Anderson

**Moss, Julia**

**From:** Erik Zinn <enzinn@gmail.com>  
**Sent:** Thursday, January 12, 2023 8:12 AM  
**To:** City Council  
**Cc:** Kris Hill; Kyle Emmert; Brittany Nehf; David Mora; Joy Anderson; Matt Anderson; Daleth Foster; Dianna Hill; Jessica Zappacosta; Sarah Mora; Lishanna Emmert; Andreas Zappacosta; Zachary Zinn; Pat Kenyon; Erik Zinn  
**Subject:** [PDF] 1-12-2023 Council meeting agenda item 9c  
**Attachments:** 40th Avenue barrier appellate court 1990 judgement.pdf

I am a resident of 40th Avenue and have reviewed the Transportation section of Draft EIR (dated June 2021), as well as the Appendix D - Draft Transportation Impact And Operation Analysis (dated May 2021). I have a number of comments and observations to make regarding specific elements of the Transportation Analysis.

**EXISTING BARRIER AT 40TH AVENUE AND DEANES LANE**

The Transportation study alludes to improvements in traffic flow if the existing barrier at the intersection of 40th Avenue and Deanes Lane were removed (Page 77 in Appendix D). The same study indicates that removing the existing barrier at 40th Avenue and Deanes Lane is NOT being considered, because *"the Project is not expected to distribute traffic to these intersections, since a barrier exists at 40th Avenue and Deanes Lane and the Project does not propose to remove it (nor are any plans to remove the barrier pending)."* (Tables T-30 on page 91 and T-36 on page 99 of Appendix D). The following comments entirely pertain to the proposed removal of the existing barrier at 40th Avenue and Deanes Lane and are intended to underscore my very strong opposition against any future entertainment of removing that barrier:

1. Removal of the barrier would destroy the neighborhood of 40th Avenue. We would no longer be able to enjoy and play on our street as we currently do.
2. Removal of the barrier would violate the multiple legal rulings that have been in place starting in the 1950's finding the barrier shall remain closed. I have attached the last adjudication write up from 1990 to this message.

**OVERALL TRAFFIC FLOW ISSUES FROM 41ST AVE SOUTHBOUND HWY 1 ONRAMP TO SOQUEL AVE.-GROSS RD.-40TH AVE. INTERSECTION**

I would also like to challenge a finding and comment on what appears to be an overall deficiency in the transportation analysis regarding flow of traffic at peak evening usage through the Soquel Avenue-Gross Road - 40th Avenue, Gross Road-41st Avenue and 41st Avenue-Southbound Hwy 1 onramp intersections. The study appears to presume that adding a diagonal barrier across the Soquel Avenue-Gross Road-40th Avenue intersection (i.e. from the northwest to southeast corners) will somehow magically increase traffic flow rates through all the subsequent intersections. My anecdotal observations regarding this horrible Level Of Service at all the aforementioned intersections are as follows:

1. All the peak traffic problems stem from a lack of flow on Highway One. Unless evening traffic flow rates are improved on southbound Highway One, the extra Kaiser Medical Project traffic will simply stew in currently gridlocked traffic on Soquel Avenue.
2. During the worst of peak evening hours, the Highway One Southbound ramp intersection (i.e. from the onramp light to the Gross Road - 41st Avenue light) is frequently gridlocked. Traffic spills off the offramp and onto 41st Avenue, giving people that are trying to enter the SB Hwy 1 lane from Gross Road nowhere to go.
3. The Soquel Avenue - Gross Road - 40th Avenue intersection is frequently gridlocked, with people literally parked in the intersection between light cycles at Gross Rd. and 41st Ave. No amount of policing or signage or striping has ever stopped it from happening. The addition of the barrier would simply formalize what is already happening - cars parking in that intersection during peak evening hours.
4. Cars are currently being "stored" on Gross Road during peak evening hours. Placing the barrier at the Soquel Ave.-Gross Road-40th Avenue intersection will deflect that traffic onto Soquel Avenue. That will cause Soquel Avenue

traffic to back up even further, likely well beyond the Soquel Ave.-S. Rodeo Gulch intersection, in spite of the hypothesized increase in flow rate through the Soquel Ave.-Gross Rd. - 40th Ave. intersection.

5. Waze and Google Maps is still encouraging users to hop off of southbound Hwy 1 at the Soquel Ave. exit and use the frontage road for destinations that would normally use the 41st Avenue Hwy 1 exit. This is presumably to get drivers out of the congestion on southbound Highway 1 at peak evening hours.

**COMMENTS REGARDING BARRIER AT SOQUEL AVE. - GROSS RD. - 40TH AVE.**

1. Addition of the proposed barrier as described in the Appendix D report and depicted graphically on Figure G1 in the report (page 710 of the Appendix D report) will increase emergency response time to residences on 40th Avenue. You don't need to be a traffic engineer to see that fire trucks and EMTs will need to travel a longer route to get to 40th Avenue and that route will be impacted for emergency vehicles during peak evening hours because vehicles backed up on Soquel Avenue will block the emergency vehicles from turning on to South Rodeo Gulch Road at the Soquel Avenue - South Rodeo Gulch Road intersection.

2. The addition of the proposed barrier will make it more difficult for 40th Avenue residents to access 41st Avenue in a vehicle at all hours and even more so during peak evening traffic time. We can currently get into the queue on Gross Road and turn on to 41st Avenue within one light cycle at the Gross Rd.-41st Avenue intersection. If the barrier is installed, we will be forced to drive much further and stew in the traffic on Soquel Road.

3. The addition of the proposed barrier will force the 40th Avenue residents to drive through the Gross Road neighborhood FOR ALL CAR TRIPS. I didn't see that in the analysis. As much as the neighborhoods of Gross Road and 40th Avenue like one another, I doubt the Gross Road residents will appreciate the new daily view of seeing us drive by at least several times a day.

**OVERALL**

I am not in favor of the Kaiser Medical Project. I am not a Kaiser member, nor will I use their health services. We are literally surrounded by medical practitioners here on 40th Avenue and unless you are a Kaiser member, this project will only create problems for us in terms of increasing traffic for an already untenable situation.

I understand that CEQA Guidelines have eliminated traffic congestion and automobile delay from the list of issues required to be analyzed as part of a potential project's CEQA analysis. It still doesn't make it okay to destroy our neighborhood's and our way of life.

The overarching issue here, as I see it, is that all of our traffic problems seem to stem from lack of traffic flow on southbound Highway 1 during peak evening times. This has been a problem for decades and has never been resolved. In my opinion, until the County of Santa Cruz, City of Capitola and CalTrans figure out how to come together and create better traffic flow on Highway 1, none of these improvements will work as intended. The proposed improvements in Appendix D may still need to be made even after that occurs, but until traffic flow on Highway 1 is improved, adding trips to all of the ancillary corridors will only result in further backups and delays in those corridors.

Erik N. Zinn  
2231 40th Avenue  
Santa Cruz, CA 95062  
Cell: 831.334.4833  
email: [enzinn@gmail.com](mailto:enzinn@gmail.com)

**Moss, Julia**

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**From:** roy Johnson <royslighting@gmail.com>  
**Sent:** Thursday, January 12, 2023 9:20 AM  
**To:** City Council  
**Subject:** Arts Commission

I recommend the council approve the application of Peter Wilk to the Art Commision  
I have worked a bit with him on a sub-committee and think he would be an active contributor to the Art Commission  
I also would recommend Sam Story if he has applied.

Thank you  
Roy Johnson  
Chairman  
Capitola Art and Cultural Commission

**Moss, Julia**

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**From:** Jessica Zappacosta <zappajess@gmail.com>  
**Sent:** Thursday, January 12, 2023 1:23 PM  
**To:** City Council  
**Subject:** City Counsel Meeting Agenda Item 9 C: resident concern

Hello,

My name is Jessica Zappacosta and I am a resident who lives on 40th Ave. I am concerned that the current recommendations from the Public Works Department regarding the projected improvements to traffic flow at 40th Ave do not consider the immense impact that this will have on our livelihood. Further, the proposed recommendations will actually create more challenges for the residents of this neighborhood. The Public Works Department Agenda report states, "The installation of all recommended improvements below would reduce the travel time from the intersection of Soquel Dr. and Rodeo Gulch Rd to the Southbound Hwy 1 on ramp from 8.15 minutes, under existing conditions, to 4.53 mins." However, this analysis does not take into account the additional time it will take us residents to access 41st Ave and Hwy 1 because we will be diverted from our street where we live, all the way through the neighborhood of Gross Rd to Soquel Rd and back to the intersection where we started! It seems as if our needs, as residents of this community, are not being taken into consideration.

With regard to the barrier opening, I am happy to here that the City of Capitola does not recommend this coarse of action, as this would be devastating to the livelihood of our kids and our neighborhood as well.

I hope that in conjunction with the Kaiser project, the traffic implications and well-being of the residents of these neighborhoods continue to be a top priority. I do not support the recommendations of this report.

Sincerely,  
Jessica

Sent from my iPhone

# Capitola City Council Agenda Report

**Meeting:** January 12, 2023

**From:** City Manager Department

**Subject:** Consider and Approve City Council Meeting Minutes



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**Recommended Action:** Approve minutes from the regular meeting on December 8, 2022, and the special meeting on January 6, 2023.

**Background:** Attached for Council review and approval are the draft minutes from the regular City Council meeting on December 8, 2022, and the special City Council meeting on January 6, 2023.

**Attachments:**

1. 12/8/2022
2. 1/6/2023

**Report Prepared By:** Julia Moss, City Clerk

**Approved By:** Jamie Goldstein, City Manager

# City of Capitola

## City Council Meeting Minutes

### Thursday, December 08, 2022 – 6:00 PM



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

**Mayor:** Sam Storey  
**Vice Mayor:** Margaux Keiser  
**Council Members:** Jacques Bertrand, Yvette Brooks, Kristen Brown

#### Regular Meeting of the Capitola City Council – 6 PM

### 1. Roll Call and Pledge of Allegiance

Council Members Jacques Bertrand, Yvette Brooks, Kristen Brown, Margaux Keiser, and Mayor Sam Storey.

The meeting was called to order at 6:02 PM. Also Present: Alexander Pedersen, Joe Clarke

### 2. Additions and Deletions to the Agenda - None

### 3. Additional Materials

A. Additional Materials – Items 4C and 8B: Updates to the staff report materials were distributed.

### 4. Elections Business

A. Consider and Approve City Council Meeting Minutes from May 19, 2022, Special Meeting, September 8, 2022, Special Meeting, and November 22, 2022, Regular Meeting

Recommended Action: Approve minutes.

***Motion to approve the minutes made by Council Member Brown***

***Seconded by Council Member Bertrand***

***Voting Yea: Mayor Storey, Vice Mayor Keiser, Council Member Bertrand, Council Member Brooks, Council Member Brown***

B. Presentation of Certificates of Appreciation to Outgoing Council Members and Outgoing Council Member Comments.

Recommended Action: Receive comments from outgoing Council Members.

***Mayor Storey recognized Council Member Bertrand for his time and contributions to the City Council.***

***Vice Mayor Keiser recognized Mayor Storey for his time and contributions to the City Council.***

***Three public speakers who thanked Mayor Storey for his contributions to the City.***

C. Resolution Confirming and Approving the Canvass of Returns and Results of the General Municipal Election

Recommended Action: Adopt the proposed resolution confirming election results.

***Motion made by Vice Mayor Keiser***



**Seconded by Council Member Brooks**  
**Voting Yea: Mayor Storey, Vice Mayor Keiser, Council Member Bertrand, Council Member Brooks, Council Member Brown**

- D. Oath-of-Office Ceremony for Newly Elected (and Re-elected) Council Members  
Recommended Action: Administer the oath of office and receive comments from new Council Members.

***Yvette Brooks, Alexander Pedersen, and Joe Clarke were sworn in.***

- E. City Council Reorganization for 2023  
Recommended Action: City Council Members nominate and elect a new Mayor and Vice-Mayor.

***Motion to elect Margaux Keiser as Mayor and Kristen Brown as Vice-Mayor made by Council Member Brooks***

***Seconded by Council Member Clarke***  
***Voting Yea: Vice Mayor Keiser, Council Member Brooks, Council Member Brown, Council Member Clarke, Council Member Pedersen***

**5. Oral Communications by Members of the Public - None**

**6. Staff / City Council Comments**

*City Manager Goldstein thanked the outgoing City Council Members and congratulated the newly seated City Council.*

*Vice Mayor Brown thanked the outgoing Council Members and shared compliments to the City's Police Department.*

*Council Member Brooks wished City Manager Goldstein a happy birthday and acknowledged the outgoing City Council Members and thanked the public for participating in the 2022 General Election.*

*Mayor Keiser acknowledged the outgoing City Council Members and complimented the Public Works Department for their work on Clare Street.*

**7. Consent Items**

- A. Purchase of a Radio System Upgrade and Fiscal Year 2022-2023 Budget Amendment  
Recommended Action: Authorize the purchase of new radio system infrastructure for the Police Department and amend the FY 2022-23 Budget by appropriating \$74,000 of the remaining balance from the Community Power Resiliency Grant.
- B. Resolution Setting the Interest Rate for Tenant's Security Deposits for 2023  
Recommended Action: Adopt a resolution setting the interest rate for tenant's security deposits for 2023 at zero percent (0%).
- C. Resolution Establishing Holidays and City Hall Closures in Calendar Year 2023  
Recommended Action: Adopt a resolution designating the holidays and closures in 2023.
- D. Resolution Allowing for the Continuation of Teleconferencing  
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 there is a need to continue action; and 2) Adopt the proposed resolution authorizing the City Council (along with the Planning Commission and all advisory bodies) to continue to conduct teleconferencing meetings.

***Motion to approve the Items A-D on Consent made by Vice Mayor Keiser***  
***Seconded by Council Member Brooks***

**Voting Yea: Mayor Keiser, Vice Mayor Brown, Council Member Brooks, Council Member Clarke, Council Member Pedersen**

## 8. General Government / Public Hearings

All items listed in “General Government / Public Hearings” 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. 2023 City Council Meeting Schedule

Recommended Action: Adopt the regular meeting schedule for 2023.

**Motion to approve Calendar Option A with a start time of 6:00 PM made by Council Member Brooks**

**Seconded by Vice Mayor Brown**

**Voting Yea: Mayor Keiser, Vice Mayor Brown, Council Member Brooks, Council Member Clarke, Council Member Pedersen**

B. City Council Appointments to City Advisory Bodies

Recommended Action: Appoint City Council representatives to County and Regional Boards with early January meetings, appoint City Council representatives to City advisory bodies, and appoint members of the public to the City of Capitola Planning Commission.

**Motion to appoint the following Council Members as primary and alternate representatives to the following groups made by Council Member Pedersen**

**Seconded by Council Member Clarke**

**Voting Yea: Mayor Keiser, Vice Mayor Brown, Council Member Brooks, Council Member Clarke, Council Member Pedersen**

- **Flood Control & Water Conservation District (Zone 5): Brown, Clarke**
- **Central Coast Clean Energy Policy Board Nomination: Brooks, Keiser**
- **Association of Monterey Bay Area Governments: Brown, Keiser**
- **Santa Cruz County Regional Transportation Commission: Pedersen, Clarke**

**Motion to appoint the following Council Members as representatives to the following City advisory bodies made by Council Member Clarke**

**Seconded by Council Member Pedersen**

**Voting Yea: Mayor Keiser, Vice Mayor Brown, Council Member Brooks, Council Member Clarke, Council Member Pedersen**

- **Finance Advisory Committee: Pedersen, Brown**
- **Commission on the Environment: Keiser**
- **Arts & Cultural Commission: Clarke**

**The Council made appointments to the Planning Commission in accordance with Capitola Municipal Code Section 2.12.020:**

- **Mayor Keiser reappointed Susan Westman to a term expiring 12/31/2024**
- **Vice Mayor Brown reappointed Peter Wilk to a term expiring 12/31/2024**
- **Council Member Brooks reappointed Courtney Christiansen to a term expiring 12/31/2024**
  - **Courtney Christiansen will serve as the Planning Commission liaison on the Arts & Cultural Commission until 12/31/2024**
- **Council Member Clarke appointed Gerry Jensen to a term expiring 12/31/2024**
- **Council Member Pedersen appointed Paul Estey to a term expiring 12/31/2024**

**9. Adjournment – Adjourned at 7:29 PM to the next regular City Council meeting on January 12, 2023 at 6:00 PM.**

**ATTEST:**

\_\_\_\_\_  
Margaux Keiser, Mayor

\_\_\_\_\_  
Julia Moss, City Clerk

DRAFT

# City of Capitola

## Special City Council Meeting Minutes

### Friday, January 06, 2023 – 4:00 PM



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

**Mayor:** Margaux Keiser  
**Vice Mayor:** Kristen Brown  
**Council Members:** Yvette Brooks, Joe Clarke, Alexander Pedersen

### Special Meeting of the Capitola City Council – 4:00 PM

#### 1. Roll Call and Pledge of Allegiance

Council Members Yvette Brooks, Joe Clarke, Alexander Pedersen, Kristen Brown and Mayor Margaux Keiser.

#### 2. Additions and Deletions to the Agenda - *None*

#### 3. Additional Materials - *None*

#### 4. Oral Communications by Members of the Public

BJ & Sally John spoke about wharf repairs.

#### 5. General Government / Public Hearings

*All items listed in “General Government / Public Hearings” 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. Resolution Ratifying a Proclamation of Local Emergency

Recommended Action: Adopt a resolution ratifying a Proclamation of Local Emergency by the Director of Emergency Services due to a significant weather event commencing on January 3, 2023.

City Manager Goldstein, Recreation Manager Bryant, Police Chief Dally, Public Works Director Kahn, and Community Development Director Herlily presented the staff report.

Public comments were received from the following: Edward Newman commended City Staff and leadership for their efforts in response to the emergency. Jacques Bertrand shared concerns about building inspections and costs to residents. Steven Woodside commended staff for their response to the storm and suggested that staff accept storm debris from residents. BJ and Sally John spoke about wharf repairs and expansion of the wharf during repairs. Linda Smith commended staff for their quick response and recognized the Public Works department for putting themselves at risk to work to mitigate damages. Carin Hanna spoke about volunteer fundraising for recovery efforts from the storm through the Community Foundation.

Council Member Brooks requested clarification on volunteer mobilization and commended staff for their work during the emergency. She requested that an update be provided at the next regularly scheduled City Council meeting and that the City Council receive a daily update and notification prior to City press conferences.

Council Member Clarke requested a website update for volunteer coordination and thanked staff for their efforts.

Vice Mayor Brown requested an update on the PG&E efforts to turn on power to the evacuation zone. Chief Dally provided information on the PG&E efforts. Vice Mayor Brown thanked staff for their efforts.

***Motion to adopt the resolution made by Vice Mayor Brown***

***Seconded by Council Member Brooks***

***Voting Yea: Mayor Keiser, Vice Mayor Brown, Council Member Brooks, Council Member Pedersen, Council Member Clarke***

**6. Adjournment** - Adjourned at 4:48 PM to the regularly scheduled City Council meeting on January 12, 2023 at 5:15 PM.

**ATTEST:**

\_\_\_\_\_  
Margaux Keiser, Mayor

\_\_\_\_\_  
Julia Moss, City Clerk

# Capitola City Council

## Agenda Report



**Meeting:** January 12, 2023

**From:** City Manager Department

**Subject:** Resolution Allowing for the Continuation of Teleconferencing

**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 there is a need to continue action; and 2) Adopt the proposed resolution authorizing the City Council (along with the Planning Commission and all advisory bodies) to continue to conduct teleconferencing meetings.

**Background:** In December 2019, an outbreak of a respiratory illness linked to the novel coronavirus (COVID-19) was first identified. In March 2020, the State of California, the County of Santa Cruz, and the City of Capitola each declared a state of emergency due to the virus. Also in March 2020, the World Health Organization declared COVID-19 a pandemic. State and local health officers issued health orders to stop the spread of COVID-19; in Santa Cruz County this included March, April, and May 2020 Shelter-In-Place orders that were more restrictive than statewide guidance. Since then, the County Health Officer has incorporated all Orders of the State Public Health Officer, which set baseline statewide restrictions on travel and business activities. Currently (and since February 2022), there are no State required COVID-19 restrictions, other than minimal masking requirements in certain settings. COVID-19 public safety economic restrictions were mostly removed in June 2021 when the state met the criteria to fully reopen the economy and moved beyond the Blueprint for a Safer Economy.

The Governor signed Assembly Bill 361 on September 16, 2021. The Bill allows cities to continue virtual meetings (much as Capitola City Council Meetings function now) as long as the state is under a proclaimed state of emergency; through 2024 when the bill will sunset. The Bill requires legislative bodies to comply with the requirements set forth in Government Code section 54953(e)(2) to ensure the public can safely participate and observe local government meetings. One of the requirements is for Council to adopt findings every thirty days.

Attached is a resolution that makes the following findings:

- 1) Find that current conditions authorize teleconference public meetings, based on the Governor's state of emergency regarding the COVID-19 Pandemic
- 2) Authorize legislative bodies to conduct teleconference meetings, allowing Capitola City Council, Planning Commission, and other advisory bodies to continue to meet using Zoom.

Council will need to adopt resolutions making findings required by AB361 if Hybrid Meetings (with Council Members attending remotely) continue.

**Discussion:** On Monday, October 17, Governor Newsom announced that the COVID-19 State of Emergency will officially end on February 28, 2023. Operating under AB 361 requires that the state be under a proclaimed state of emergency, meaning that teleconferencing meetings permissible with AB 361 will no longer be so beginning February 2023.

Governor Newsom signed Assembly Bill 2449 (AB 2449) in September, and the Bill goes into effect on January 1, 2023. This Bill amends the Brown Act to provide additional teleconference procedures which would allow Council Members (members of a legislative body) to participate remotely in public meetings, however this Bill is much more restrictive than AB 361.

For example, under AB 2449, Capitola Council Members could attend a Council meeting remotely if at least a quorum of Council Members are in-person at the Capitola City Council Chambers and Council also follows the following:

1. The Council must provide either a two-way audiovisual platform or two-way telephonic service and a live webcasting of the meeting to allow the public to remotely hear and visually observe the meeting, and remotely address the legislative body. (Zoom would likely fulfill this requirement.)
2. The agenda must identify and include an opportunity for all persons to attend via a call-in option, internet-based service option, and at the in-person location of the meeting. (Again, Zoom and the Council Chambers would likely fulfill this requirement.)
3. A member of the Council can only participate remotely if:
  1. the member notifies the Council at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for “just cause”; or
  2. the member requests that the Council allow them to participate in the meeting remotely due to "emergency circumstances," and the Council approves the request. The Council must request a general description (generally not exceeding 20 words) of the circumstances relating to the member’s need to appear remotely at the given meeting.
4. “Just cause” is defined as (i) a childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely; (ii) a contagious illness that prevents a member from attending in person; (iii) a need related to a physical or mental disability as defined by statute; or (iv) travel while on official business of the legislative body or another state or local agency.
5. Members of the Council are prohibited from using AB 2449 to participate in remote meetings for more than three consecutive months or for 20% of the regular meetings in a calendar year.
6. Members of the Council participating remotely must participate using both audio and visual technology (Zoom) and must publicly disclose whether any individual over the age of 18 is present at the remote location.
7. A meeting must be paused when there is any teleconference disruption for the public and no action can be taken if a disruption event prevents the Council from broadcasting the meeting. (This requirement is currently in place for remote or hybrid meetings.)
8. Real-time public comments must be allowed during the meeting.
9. The Council must implement procedures for resolving requests for reasonable accommodations for individuals with disabilities. (This requirement is currently in place for remote or hybrid meetings.)

Council may only conduct hybrid meetings under the current AB 361 rules until February 28, 2023. At that time, the new rules outlined above will take effect. Alternatively, after February 28, 2023, the Council could revert to the standard Brown Act procedures for teleconferencing, which require the City to post the address from which each teleconferencing member will be appearing on the agenda.

Staff is currently working to implement upgraded technology to allow for a smoother “hybrid” option so that members of the public may attend Council meetings either in-person or remotely. The rules outlined above pertain to members of the Council and their ability to participate remotely, and do not apply to the public.

**Fiscal Impact:** At Council direction, the City has maintained \$385,000 in a resiliency fund to help ensure the City has available resources should the pandemic result in further unforeseen impacts, which remains in the approved FY 2022-23 Budget.

**Attachments:**

1. Proposed Teleconferencing resolution

**Report Prepared By:** Julia Moss, City Clerk; Samantha Zutler, City Attorney

**Approved By:** Jamie Goldstein, City Manager

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54952(b) AUTHORIZING TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361 (GOVERNMENT CODE SECTION 54953(e)) TO CONTINUE TO ALLOW MEMBERS OF THE PUBLIC TO SAFELY PARTICIPATE IN LOCAL GOVERNMENT MEETINGS**

**WHEREAS**, the City Council is committed to ensuring public access to observe and participate in local government meetings; and

**WHEREAS**, all meetings of the City Council and other legislative bodies created pursuant to Government Code Section 54952(b) are open and public, as required by the Ralph M. Brown Act, so that any member of the public may participate in local government meetings; and

**WHEREAS**, the recently adopted AB 361, codified at Government Code section 54953(e), makes provisions for remote teleconferencing participation in local government meetings, without compliance with the requirements of 54953(b)(3), during a Governor-proclaimed state of emergency and if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, and

**WHEREAS**, on March 4, 2020, Governor Newsom proclaimed a State of Emergency due to the outbreak of respiratory illness due to a novel coronavirus (now known as COVID-19) and that State of Emergency is still in effect in the State of California; and

**WHEREAS**, on March 12, 2020, the Capitola City Council proclaimed the existence of a local emergency due to the worldwide spread of the coronavirus with Resolution No. 4168, pursuant to Section 8.08.020 of the Capitola Municipal Code and Section 8625 of the California Emergency Services Act in response to the COVID-19 pandemic; and

**WHEREAS**, COVID-19 continues to threaten the health and lives of City residents; and

**WHEREAS**, the SARS-CoV-2 Delta Variant (Delta Variant) is highly transmissible in indoor settings; and

**WHEREAS**, on July 28, 2021, the California Department of Public Health issued guidance calling for the use of face coverings and stating that the Delta Variant is two times as contagious as early COVID-19 variants, leading to increasing infections, the Delta Variant accounts for over 80% of cases sequenced, and cases and hospitalizations of COVID-19 are rising throughout the state; and

**WHEREAS**, the Delta Variant has caused, and will continue to cause, conditions of imminent peril to the health safety of persons within the City; and

**WHEREAS**, on October 14, November 23, and December 9, 2021, January 13, February 10, and February 27, March 10, March 24, April 14, April 28, May 12 and May 26, June 9, June 23, and July 28, 2022, August 25, and September 8, September 22, October 13, October 27, November 10, November 22, and December 8, 2022 the City Council adopted a resolution proclaiming the need to meet by teleconference pursuant to Government Code Section 54953; and

**WHEREAS**, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred



to as “Legislative Bodies”), finds that the current conditions meet the circumstances set forth in Government Code section 54953(e)(3) to allow Legislative Bodies to continue to use teleconferencing to hold open and public meetings if the Legislative Bodies comply with the requirements set forth in Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

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

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated by this reference.
2. Find that Current Conditions Authorize Teleconference Public Meetings of Legislative Bodies. The City Council has reconsidered the circumstances of the state of emergency and finds that based on the California Governor’s continued declaration of a State of Emergency and current conditions, meeting in person would present imminent risks to the health or safety of attendees, such that the conditions continue to exist pursuant to Government Code section 54953(e)(3) to allow Legislative Bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.
3. Authorize Legislative Bodies to Conduct Teleconference Meetings. The Legislative Bodies are hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.

**I HEREBY CERTIFY** that the foregoing resolution was PASSED and ADOPTED by the City Council of the City of Capitola on the 12<sup>th</sup> day of January, 2023, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Margaux Keiser, Mayor

ATTEST: \_\_\_\_\_  
Julia Moss, City Clerk

# Capitola City Council

## Agenda Report

**Meeting:** January 12, 2023

**From:** City Manager Department

**Subject:** Staff Update on the 2022–2023 Winter Storm Event



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**Recommended Action:** Receive update from staff regarding the 2022-2023 Winter Storm Event.

**Background:** On January 6, 2023, the City Council adopted Resolution No. 4301 ratifying the Emergency Services Director’s Proclamation Declaring the Existence of a Local Emergency. During the meeting, Council Member Brooks requested an update on the emergency response at the next regularly scheduled meeting.

**Discussion:** Staff intends to provide regular updates to the City Council until the emergency is terminated. Details regarding the current situation and status updates will be provided at the City Council meeting.

**Fiscal Impact:** None.

**Report Prepared By:** Report Prepared By: Julia Moss, City Clerk

**Reviewed By:** Samantha Zutler, City Attorney

**Approved By:** Jamie Goldstein, City Manager

# Capitola City Council

## Agenda Report

**Meeting:** January 12, 2023  
**From:** Community Development  
**Subject:** Regional Bikeshare Contract



**Recommended Action:** Authorize the City Manager to execute a five-year Professional Services Agreement with BCycle for the Regional Bikeshare Program.

**Background:** On February 28, 2019, the City Council adopted Ordinance 1027 updating Capitola Municipal Code Chapter 10.44: *Bicycles and Personal Transportation Devices* to establish a framework for a potential local bikeshare program. The ordinance added new definitions and standards around electric bicycles, scooters, and shared mobility operators. The ordinance requires any operator of a “shared mobility service” within City limits to have a contract with the City with approval by the City Council. The ordinance also includes safety standards, prohibits riding on sidewalks (with an exception for children), and sets clear rules on bicycle parking. In October 2019, the City released a Request for Proposals (RFP) for a bikeshare program in collaboration with the County; however the City received no viable no-cost proposals in response to that RFP.

Due to the pandemic, staff’s efforts on the bike share program were put on hold. In the fall of 2020, staff collaborated with regional partners to discuss the possibility of a potential regional bikeshare program. Ultimately, a regional working group was formed, which included the University of California Santa Cruz (UCSC), Cabrillo College, the County of Santa Cruz, and the cities of Santa Cruz, Watsonville, and Capitola. The City of Scotts Valley decided not to participate but asked that if a regional agreement was established, that it be set to allow for the addition of new participants at a later date.

In April 2021, the regional working group published a Request for Information (RFI) to evaluate the range of viable options that vendors would propose for the region. The RFI was intended to assess changes to the industry since Capitola released their RFP in 2019 and evaluate the impacts of COVID-19 on shared mobility. Nine mobility companies responded to the RFI, with submittals outlining a variety of options including electric bikes, electric cargo bikes, scooters, and seated scooters. The responses included a range of programs, some with no public costs, others that required a substantial public sector investment.

The RFI process allowed the jurisdictions to identify a set of shared goals and standards for the Request for Proposals (RFP), which was published in August of 2021. Key components of the RFP include a bike-only system, single vendor, hybrid docked/dockless system, fully third-party owned and operated, no cost to the jurisdiction, and a local operations team located within Santa Cruz County.

In November 2021, the regional working group interviewed the three top vendors and test rode the electric bicycles. BCycle was selected as the top choice. Over the past year, the working group has been fine tuning the contract details to establish the same basic terms and conditions in each jurisdiction. Each jurisdiction will enter their own agreement with the selected vendor.

**Discussion:** Pursuant to Capitola’s Municipal Code, the shared mobility service contract must be approved by the City Council prior to a vendor commencing services in the City. The purpose of this item is to authorize the City Manager to enter into a five-year agreement with BCycle.

BCycle is part of the Trek Bicycle organization and has over 11 years of experience providing bikeshare services in over 50 communities. The proposed BCycle system is docked, which requires riders to end each ride by locking the bike into a BCycle dock. BCycle will provide two docks per bicycle. BCycle is committed to launching a regional bikeshare system with 660 e-bikes and 1,320 docks from Watsonville to UCSC. The launch will prioritize installation at UCSC and City of Santa Cruz within the first six months. For the rest of the region the launch date will be 18 months from the date the agreement is executed, or the required permits are issued by the host agency, whichever is later. During the initial five-years of the agreement, BCycle has the option to expand services with up to 2,000 bicycle regionwide.

Electric Bicycles with lock and individual docks will be allocated to participating jurisdictions, as outlined in the table below

<b>Jurisdiction</b>	<b>Minimum Electric Bicycles</b>	<b>Individual Docks</b>
City of Santa Cruz	300	600
City of Capitola	50	100
Cabrillo College	50	100
UCSC	160	320
Watsonville	25	50
Aptos	25	50
Soquel	25	50
Other Unincorporated	25	50
<b>Total</b>	<b>660</b>	<b>1,320</b>

Each e-bike is accessed through walk-up registration through an online app. The agreement also requires BCycle to have a fare card integrated with other transportation networks like Metro and ParkCards. There will also be payment options available for users who are unbanked and/or do not have a credit card or smartphone.

The regional bikeshare program is a no-cost system for participating jurisdictions. All costs are paid by the vendor. Also, the agreement includes a potential revenue share option after the first two years to help jurisdictions cover administrative cost of up to \$25 per dock.

The agreement includes consumer protections related to: maximum price increases, maintenance and repair, customer service, bike availability standards, response times, safety, and education. BCycle is also required to provide quarterly reports to the participating jurisdictions on the deliverables outlined in the scope and minimal performance standards identified in the service level agreement.

User fees are as follows:

- a. Walk Up Pass: \$7 per each 30 minutes; daily maximum is \$75

- b. Monthly: \$30 for unlimited 30-minute trips, extra 30 minutes \$3 each
- c. Annual: \$150 for unlimited 30-minute trips, extra 30 minutes \$3 each

In the agreement BCycle agrees to pursue bulk-member pricing programs for low income and students. In addition, special event pricing can be negotiated with the vendor. Pricing cannot be modified for the first two years. After the second year, pricing may go up 10 percent per contract year or CPI + three percent, whichever is less.

Next Steps: Upon contract execution, staff will begin work with the vendor to identify locations for 100 docks within Capitola. An encroachment permit and Coastal Development Permit will be reviewed by City Council to authorize the proposed dock locations.

Fiscal Impact: There is no fiscal impact to the City for the no-cost bikeshare program.

Attachments:

1. Attachment 1: Professional Service Agreement

Report Prepared By: Katie Herlihy, Community Development Director

Reviewed By: Julia Moss, City Clerk

Approved By: Jamie Goldstein, City Manager

PROFESSIONAL SERVICES AGREEMENT FOR  
**SANTA CRUZ COUNTY REGIONAL BIKE SHARE PROGRAM**

THIS AGREEMENT for professional services (the “Agreement”) is made by and between City of Capitola (“Capitola” or “Host Agency”) and BCycle (“Vendor”) (referred to individually as a “Party” and collectively, as the “Parties”) as of \_\_\_\_\_, 20\_\_ (the “Effective Date”). The Parties understand that Vendor will have a Professional Services Agreement (PSA) with substantially the same terms as this Agreement with the following public entities: City of Santa Cruz, The Regents of the University of California, on behalf of its Santa Cruz campus, County of Santa Cruz, City of Capitola, City of Watsonville, and Cabrillo College (each a “Participating Jurisdiction” and collectively, the “Participating Jurisdictions”)

NOW, THEREFORE, in consideration of each other’s mutual promises, the Parties hereto agree as follows:

SECTION 1: SCOPE OF WORK

Vendor will furnish work and services as defined and described in the Scope of Work (the “Regional Bike Share Program”), attached hereto as **Exhibit A** and incorporated herein.

SECTION 2: RESPONSIBILITIES OF VENDOR

All work performed by Vendor, or under Vendor’s direction, shall be rendered in accordance with the generally accepted industry practices, and to the standards of, Vendor's profession. Vendor represents and warrants that Vendor: (i) is fully experienced and properly qualified to perform the work and services provided for herein, (ii) has the experience and financial and operational capability required for the performance of the work and services, and (iii) is properly equipped and organized to perform the work and services in a competent, timely, and proper manner, in accordance with the requirements of this Agreement.

Vendor shall not undertake any work or services beyond the **Scope of Work** set forth in **Exhibit A** unless such additional work is approved in advance and in writing by Host Agency.

If, in performing the work, it is necessary to conduct field operations, security and safety of the job site will be the Vendor's responsibility.

Vendor shall meet with designated staff member(s) of Host Agency, City Manager hereinafter called "authorized representative", or other designated, delegated and/or authorized Host Agency personnel, as necessary, on all matters connected with carrying out of Vendor’s services described in **Exhibit A**. Such meetings shall be held at the request of either Party. Review, approval, or acceptance of Vendor’s work shall not relieve Vendor from responsibility for errors and omissions in Vendor’s work.

SECTION 3: RESPONSIBILITIES OF THE HOST AGENCY

Host Agency shall make available to Vendor all necessary data and information in the Host Agency's possession and shall actively assist Vendor in obtaining such information as needed. Vendor is entitled to reasonably rely upon the accuracy and completeness of such data and information, provided that Vendor shall provide Host Agency prompt written notice of any known defects in such data and information.

The work in progress shall be reviewed at such intervals as may be mutually agreed upon between the Parties. Host Agency will be the sole judge of acceptable work under this Agreement for work and services performed, provided that such approval will not be unreasonably withheld or delayed. If the work is not acceptable, Host Agency will inform Vendor of the changes or revisions necessary to secure approval.

#### SECTION 4: FEES AND PAYMENT

There will be no cost to the Host Agency for Vendor's services in accordance with the Scope of Work. Vendor is solely responsible for the costs of all equipment, set up, maintenance, required license fees, permits, taxes, and costs for compliance with all applicable regulations in performing its obligations related to this Agreement. Vendor is also subject to reimbursing the Host Agency for electricity costs and other costs, as applicable, as may be agreed to by the Parties. Vendor agrees to make available similar or the same terms to the benefit of each of the Participating Jurisdictions, if applicable.

If applicable, Vendor shall reimburse the Host Agency for the electricity costs on a monthly basis on the first day of each month unless otherwise directed by Host Agency.

If the required reimbursement payment are not received by the Host Agency within 60 days of receipt of an invoice, Vendor shall pay to the Host Agency an additional one and one-half percent (1.5%) per month on the unpaid balance until paid. The Parties agree that said late charges and interest represent a fair and reasonable estimate of the costs that the Host Agency will incur by reason of late payment by Vendor. The acceptance by the Host Agency of any late charge shall not constitute a waiver of Vendor's default with respect to the overdue amount, nor prevent the Host Agency from exercising any of the other rights and remedies available to the Host Agency under this Agreement or as provided by law.

#### SECTION 5: LICENSE TO USE PROPERTY

- (a) Vendor shall conduct its activities and use Host Agency property and the other public right-of-way strictly in accordance with the terms of: (i) **Conditions of Use of Public Property** as set forth in **Exhibit H** attached to this Agreement setting forth the provisions approved by the Host Agency for the Regional Bike Share program and all other applicable permits, licenses, rules, and regulations related to Vendor's performance of its obligations under the Agreement.
- (b) Vendor shall at all times conduct itself and use of property, public right-of-way, and site(s) which have been approved for Vendor's use, in such a manner so as not to damage any property of Host Agency or the public right-of-way except for ordinary wear and tear. Vendor shall be liable to Host Agency for any damage to any property arising out of or in any way directly or indirectly related to any action or activity of Vendor, or its employees, agents, or contractors, except for ordinary wear and tear.
- (c) Vendor shall consult with Host Agency and not make any structural improvements, alterations or additions to any site on any Host Agency's property or public right-of-way without the appropriate prior written consent (which consent may be withheld, conditioned or delayed at the Host Agency's sole and absolute discretion). Any and all such improvements, alterations, and additions shall be in conformity with all applicable laws, rules and/or regulations.
- (d) Vendor shall timely pay all claims for labor and/or materials furnished to or for Vendor relating to the Regional Bike Share Program; and Vendor shall keep the Host Agency free and clear of any liens arising therefrom. Vendor shall not create, permit, or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against

the Host Agency for any such work or activities performed. Licensee shall indemnify, defend and hold harmless the Host Agency and the Participating Jurisdictions, their respective officials, officers, Regents, and employees from and against any and all liens, claims, demands, liabilities, reasonable costs and/or expenses of whatever kind or nature in any way connected with or growing out of such work done, labor performed and/or materials furnished on Vendor's behalf. If any such liens shall be filed against the Host Agency, Vendor shall cause the same to be paid, discharged, released and satisfied within a commercially reasonable time, not to exceed thirty (30) business days from the date the same were recorded in the office of the applicable County Recorder.

#### SECTION 6: CHANGES IN WORK

Host Agency may negotiate changes in the Scope of Work, but no changes in the Scope of Work shall be made without the written approval of Host Agency and Vendor. Any change requiring compensation in excess of the sum specified in **Exhibit D** shall be approved in advance in writing by the Host Agency. Only Host Agency's authorized representative(s), with the approval of Host Agency's legislative body, if applicable, is authorized to approve changes to this Agreement on its behalf.

#### SECTION 7: TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

The term of this Agreement shall begin on the Launch Date and expire five (5) years thereafter, with the option for additional successive terms upon mutual agreement of Host Agency and Vendor.

Vendor shall begin work as specified in a written authorization (e.g. Notice to Proceed) to perform services. The written authorization to perform work shall not be issued until after this Agreement has been approved and authorized by the Host Agency. Any extension of the initial five (5) year term shall be subject to the approval of the Host Agency and the Vendor.

The Work Schedule for performance of services and target dates for the work shall be as shown upon **Exhibit E**. If major changes are ordered, the schedule for completion as stated in **Exhibit E** may be adjusted by Host Agency so as to allow Vendor a reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.

The Host Agency reserves the right to obtain the item(s) and/or services covered by this Agreement from another source during any on-going suspension of service due to the circumstances outlined above.

Vendor acknowledges that it is necessary for Vendor to perform its obligations as set forth in **Exhibit E** in order to allow the Host Agency and the Participating Jurisdictions to achieve their objectives for entering into their respective contracts with Vendor. The Parties therefore agree that time is of the essence in the performance of this Agreement.

#### SECTION 8: TERMINATION

The Host Agency may terminate the Agreement for convenience beginning on the third (3<sup>rd</sup>) anniversary of the Launch Date by providing written notice to Vendor not less than 90 calendar days prior to an effective termination date. The Host Agency may terminate this Agreement at any time if the Vendor fails to cure a material default in performance or material breach within a period of 30 calendar days (or such longer period agreed to by the Host Agency), from the date of the Host Agency's written termination notice specifying the default in performance.



Beginning on the second (2<sup>nd</sup>) anniversary of the Launch Date, Vendor shall have the right to terminate this Agreement following 90 days' written request to cure in the event that:

1. The minimum number of Electric Bicycles and docks are not satisfied with respect to each of the Participating Jurisdictions, as set forth in Section 2 of **Exhibit A** (Scope of Work) attached hereto;
2. The consolidated ridership across all Participating Jurisdictions is fewer than two (2) user trips per Electric Bike per date over any continuous six (6) month period as measured from the start of the second (2<sup>nd</sup>) anniversary of the Launch Date.

In addition, Vendor shall have the right at any time to terminate this Agreement upon 90 days' written notice in the event that combined annual rate of theft and vandalism rendering bikes inoperable exceeds twenty percent (20%) of the overall bike fleet, the size of which shall be measured by the rolling average of available bicycles over the prior year; provided, however, that in order to exercise such termination right (i) Vendor shall have made commercially reasonable efforts to mitigate the theft of bicycles (including but not limited to: requesting cameras, relocating equipment, requesting more police or community safety deterrence, and/or replacing hardware), and (ii) Vendor shall have filed or otherwise documented police reports for each stolen bicycle.

Subject to the prior notice requirements to the other Participating Jurisdictions, as stated above, Vendor may terminate this Agreement if the Host Agency fails to cure a material default in performance within a period of 30 calendar days (or such longer period agreed to by the Vendor), from date of the Vendor's written termination notice specifying the default in performance.

Upon notice of termination by either the Host Agency or Vendor, the Vendor will immediately act to not incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities. All finished or unfinished work or documents procured or produced under the Agreement will become property of the Host Agency upon the termination date. In the event of Vendor's failure to perform pursuant to the Agreement, the Host Agency reserves the right to obtain services elsewhere. Termination of the Agreement pursuant to this paragraph shall not relieve the Vendor of any liability to the Host Agency for additional costs, expenses, or damages sustained by the Host Agency due to failure of the Vendor to perform pursuant to the Agreement. After the effective date of termination, Vendor will have no further claims against the Host Agency under the Agreement. No other compensation will be payable for anticipated profit on unperformed services. [Please note: This term may be individually negotiated with each participating jurisdiction in the individual PSAs]

#### SECTION 9: INSURANCE

Prior to the beginning of and throughout the duration of the Agreement, Vendor will maintain and comply with the **Insurance Requirements** as set forth in **Exhibit G**. Vendor will insure the Host Agency and the Participating Jurisdictions against claims for injury or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder. The insurance coverages required shall not in any way limit the liability of the Vendor.

#### SECTION 10: INDEMNIFICATION/WAIVER

Vendor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Host Agency, and its respective officials, officers, employees, agents, students, and volunteers (collectively, "Indemnitees") from and against any and all liability, claim, action, loss, injury, damage, judgment, or expense, including attorneys' fees and costs ("Losses") caused by or resulting from the negligence, recklessness, or willful misconduct of Vendor, Vendor's officers, employees, agents, customers, invitees, or subcontractors in any way related to this Agreement.

Vendor's duty to indemnify and hold harmless Indemnitees shall not apply to the extent such Losses are caused by the sole or active negligence or willful misconduct of Indemnitees, as determined by an adjudicatory body or court of competent jurisdiction. The obligation to defend shall arise regardless of any claim or assertion that Indemnitees caused or contributed to the Losses. This provision shall survive the termination or expiration of this Agreement.

Assumption of Risk, Hold Harmless, and Release. Vendor agrees to require its customers (in a form acceptable to the Host Agency and other Participating Jurisdictions) to expressly consent to assume any and all risks and responsibility arising from use of the Vendor's services and to hold harmless and release all Participating Jurisdictions and their respective officers, agents and employees, from and against any and all liability arising from the customer's use of Vendor's services.

#### SECTION 11: 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 Host Agency and Vendor. Vendor acknowledges that no such amendment shall be effective until approved and authorized by the Host Agency's authorized representative. Vendor agrees to make available similar or the same terms to the benefit of each of the Participating Jurisdictions, if applicable.

#### SECTION 12: MISCELLANEOUS PROVISIONS

1. Vendor Key Staff. Host Agency reserves the right to consult with Vendor regarding Vendor's selection of General Manager and Operations Director, and other key staff assigned by Vendor to work under this Agreement. If, after notice and a reasonable opportunity for Vendor to address any Host Agency concerns regarding key staff, Host Agency desires a change of Vendor key staff assigned to work under this Agreement, Vendor shall replace the key staff at issue or Host Agency shall have the right to terminate this Agreement for cause.
2. Vendor Services Only. Vendor is contracted to render professional services only as the exclusive bike share provider for the Host Agency for the term of the Agreement.
3. Independent Contractor. In the performance of this Agreement, it is expressly understood that Vendor, including each of Vendor's employees, agents, subcontractors or others under Vendor's supervision or control, is an independent contractor solely responsible for its own acts and omissions, and shall not be considered an employee of the Host Agency for any purpose. Nothing in this Agreement will be construed to create any joint venture or partnership between the Host Agency, any of the Participating Jurisdictions or Vendor. Vendor agrees to comply with AB 5 (2019), codified at California Labor Code section 2750.3, and shall indemnify, defend and hold harmless the Host Agency, their respective officials, officers, employees, and agents against any claim or liability, including attorneys' fees and costs, arising in any manner related to this Agreement that an employee, agent or others under Vendor's supervision or control was misclassified.
4. Vendor Not an Agent. Except as the Host Agency may specify in writing, Vendor shall have no authority, express or implied, to act on behalf of the Host Agency. Vendor shall have no authority, express or implied, pursuant to this Agreement to bind the Host Agency to any obligation whatsoever.

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5. Subcontractors Upon Request from Host Agency. Vendor shall consult with Host Agency regarding any issues or concerns with Vendor's selected subcontractors. If after notice and an opportunity to address any concerns the Host Agency determines any subcontractor is incompetent or unqualified, Vendor will be notified and will be expected to immediately cancel the subcontract. Vendor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein, including naming the Host Agency, its officers, officials, employees, agents, and volunteers as additional insureds. Any modification to the insurance requirements for subcontractors must be agreed to by the Host Agency in writing.
  6. Assignment. This Agreement shall not be assigned without first obtaining the express written consent of the Host Agency. Neither Party may assign this Agreement unless this Agreement is amended in accordance with its terms.
  7. Conflicts of Interest. Vendor owes the Host Agency a duty of loyalty in performing the work and services under this Agreement. Vendor covenants (on behalf of Vendor and Vendor's employees, agents, representatives, and subcontractors) that there is no direct or indirect interest, financial or otherwise, which would conflict in any manner or degree with the performance of services required under this Agreement. Vendor acknowledges and agrees to comply with applicable provisions of conflict of interest law and regulations, including but not limited to the Political Reform Act, Section 1090 of the Government Code, and the Host Agency's conflict of interest code. Vendor will immediately advise the Host Agency if Vendor learns of a conflicting financial interest of Vendor during the term of this Agreement.
  8. Intellectual Property, Data Security, and Indemnity.
    - a. Intellectual Property. Intellectual Property is defined as any marks, marks application, patent, patent application, moral right, trade secret, copyright and any applications or right to apply for registration, computer software programs or applications, tangible or intangible proprietary information, or any other intellectual property right in data, goods, products, or services, including any corrections, enhancements, updates, modifications, or derivative works, in any media, or any other intellectual property right, whether registered or unregistered, and whether first made or created before or after the Effective Date). For the avoidance of doubt, Vendor's Intellectual Property shall include, but not be limited to, Vendor's software programs, User Platform, Operator Platform, and Lock.
    - b. No Infringement. Vendor represents to the Host Agency that Vendor's Intellectual Property used in connection with any work, services and/or products related to this Agreement does not violate or infringe upon any intellectual property or other ownership rights of any other person or entity.
    - c. Data Breach and Security. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of transaction and usage data does and will comply with all applicable federal, state, and local privacy and data protection laws, rules, regulations, and directives. In the event of a data security and/or data breach or suspected data security and/or data breach, which includes a compromise or suspected compromise of the security, confidentiality, or integrity of any user transaction data related to this Agreement, Vendor shall notify Host Agency and Participating Jurisdictions in writing of any breach as soon as practicable, but no later than thirty-six (36) hours after Vendor becomes aware of such breach. Vendor shall (at its sole cost and expense) use commercially reasonable efforts to immediately remedy any breach and prevent any further data security or data breach in accordance with applicable privacy

rights, laws, rules, regulations, and standards. Vendor shall also, at its sole cost and expense, be responsible for all required notice obligations to individuals whose data was or may have been breached or compromised.

d. PCI Compliance. Vendor shall ensure fees are collected from its customers, and otherwise provide the goods and services, in compliance with then-current Payment Card Industry's Data Security Standards ("PCI DSS"), or successor industry standards, and with applicable federal and California state law concerning the protection of user data.

e. Indemnity. To the fullest extent permitted by law, Vendor agrees to indemnify, defend, and hold harmless Host Agency, its respective officials, officers, employees, and agents, from any and all claims, demands, actions, liabilities, damages, or expenses (including reasonable attorneys' fees and costs) arising out of a claim of infringement, actual or alleged, direct or contributory, of any Intellectual Property rights in any way related to Vendor's work, service, or performance under this Agreement or to the Host Agency's or a Participating Jurisdiction's authorized intended or actual use of Vendor's product, work, or service under this Agreement. This provision shall survive termination or expiration of this Agreement.

f. Claims of Infringement. If any product or service becomes, or in the Vendor's opinion is likely to become, the subject of a claim of infringement, the Vendor shall, at its sole expense: (i) provide the Host Agency and Participating Jurisdictions the right to continue using the product or service; or (ii) replace or modify the product or service so that it becomes non-infringing; or (iii) if none of the foregoing alternatives are possible even after Vendor's commercially reasonable efforts, in addition to other available legal remedies, the Host Agency and Participating Jurisdictions will have the right to return the product or service and receive a full or partial refund of an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which may be due to the Vendor. Vendor will return to Host Agency and each of the other Participating Jurisdictions their respective data and proprietary information at no charge prior to any return of the product or termination of service.

g. Proprietary Marks. Marks associated with Host Agency, Vendor, and any sponsor are and shall remain the property of Host Agency, Vendor, and the sponsor, respectively. Notwithstanding the above and subject to the limitations, terms, and conditions set forth in this Agreement, neither Party shall use the other Party's marks without the prior written consent of the other Party, unless expressly permitted by this Agreement.

9. Data and Confidentiality.

- a. Vendor shall not acquire any ownership interest in data and information ("Host Agency Data") received by Vendor from the Host Agency, which shall remain the property of the Host Agency.
- b. Data collected by Vendor ("Vendor Data") that is not Host Agency Data shall remain the property of Vendor, with the understanding that this does not alter the data sharing requirements in **Exhibit B**.

- c. Certain information may be considered confidential. Confidential Information shall mean all information or proprietary materials (in every form and media) not generally known to the public and which has been or is hereafter disclosed or made available directly or indirectly through any means of communication, either verbally or in writing, that has been designated in writing as “Confidential” by the Disclosing Party prior to its disclosure in connection with this Agreement (“Confidential Information”). Unless otherwise required by law, neither Party shall, without the other Party’s express written permission, use or disclose Host Agency Data and/or Confidential Information of the other Party, other than in the performance of the obligations under this Agreement. As between Vendor and the Host Agency, all Confidential Information shall remain the property of the respective Parties.
- d. Vendor shall be responsible for ensuring and maintaining the security and confidentiality of Host Agency Data and Confidential Information, protect against any anticipated threats or hazards to the security or integrity of Host Agency Data and Confidential Information, protect against unauthorized access to or use of Host Agency Data and Confidential Information that could result in substantial harm or inconvenience to the Host Agency or any end users; and ensure the proper return and/or disposal of Host Agency Data and Confidential Information upon termination of this Agreement with notice to the Host Agency.
- e. Vendor shall take appropriate action to address any incident of unauthorized access to Host Agency Data and Confidential Information, including addressing and/or remedying the issue that resulted in such unauthorized access, notifying Host Agency and other Participating Jurisdictions as soon as possible of any incident of unauthorized access to Host Agency Data and Confidential Information, or any other breach or suspected breach in Vendor’s security that materially affects Host Agency, other Participating Jurisdictions, or end users; and be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality provisions hereof. Should confidential and/or legally protected Host Agency Data be divulged to unauthorized third parties, Vendor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Vendor’s sole expense. Vendor shall not charge Host Agency for any expenses associated with Vendor’s compliance with these obligations.
- f. Limitations on Use of Confidential Information. Each Party acknowledges that it may receive Confidential Information from the other Party during the Term of this Agreement. The Receiving Party shall not disclose the Disclosing Party’s Confidential Information to any third party and shall limit disclosure of such Confidential Information to employees, agents, contractors, investors, advisors, and financial institutions having a need-to-know, provided that each are under confidentiality obligations similar to those contained herein. The Disclosing Party’s Confidential Information may only be used by the Receiving Party for the purpose of implementing this Agreement. Any and all copies by Receiving Party of a Disclosing Party’s Confidential Information shall reproduce, without modification, any and all proprietary markings and other legends contained thereon. The Receiving Party shall treat Confidential Information as it does its own valuable and sensitive information of a similar nature, and, in any event, with not less than reasonable care. Upon the Disclosing Party’s written request, the Receiving Party shall return or certify the destruction of all Confidential Information.
- g. Exceptions to Confidentiality Restrictions. The confidentiality obligations of each Party under this Agreement will not apply to information that the Receiving Party can demonstrate (i) was in its possession at the time of disclosure without restriction as to confidentiality, (ii) at the time of disclosure is generally

available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the Receiving Party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement or other wrongful act by the Receiving Party or, to the Receiving Party's knowledge at the time of such disclosure, by such third party, (iv) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party, or (v) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority, provided that the Receiving Party shall furnish prompt written notice of such required disclosure to the Disclosing Party.

- h. Remedies. The Parties acknowledge that failure on the part of a Receiving Party to abide by this Section will cause the Disclosing Party irreparable harm for which damages will not be an adequate remedy at law. Accordingly, the Disclosing Party has the right to an injunction to prevent any violations or attempted violations of this Section and to recover court costs and reasonable attorney fees incurred by the Disclosing Party in the enforcement of this Section.
- i. Indemnification. Vendor shall defend, indemnify and hold harmless Host Agency, its officials, officers, Regents, employees and agents against any claim, liability, loss, injury or damage (including attorneys' fee and costs) arising out of, or in connection with, the unauthorized use, access, and/or disclosure of Host Agency Data or data of one or more Participating Jurisdictions, and/or Confidential Information by Vendor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the Host Agency. This provision shall survive the termination or expiration of this Agreement.
10. Warranty. Vendor warrants that the goods, work, and services shall be provided and/or performed pursuant to the accepted practices and to the standards of vendor's industry.
11. Exception to Limitation of Liability. Any limitation of liability agreed to by the Parties shall not apply to Vendor's indemnification obligations, to Vendor's data breach obligations, or to the Parties' confidentiality obligations as set forth in this Agreement.
12. Vendor's Records. Vendor shall maintain accurate accounting records and other written documentation pertaining to the costs incurred relating to this Agreement for examination and audit by the Host Agency, Participating Jurisdictions, State, or federal government, as applicable, during the period of this Agreement, and for a period of at least five years from the date of the termination of this Agreement, unless otherwise stated herein. If Vendor engages a subcontractor to perform work related to this Agreement with a cost of \$10,000 or more over a 12-month period, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement.[this needs to stay in]
13. California Public Records Act. Vendor understands that Host Agency is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Vendor's proprietary information is contained in documents or information submitted to Host Agency, and Vendor claims that such information falls within one or more CPRA exemptions, Vendor must clearly mark such information "Confidential and Proprietary," and identify the specific lines containing the information. In the event of a request for such information. Host Agency will make best efforts to provide notice to Vendor prior to such disclosure. If Vendor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Cruz County

before the Host Agency is required to respond to the CPRA request. If Vendor fails to obtain such remedy within the time the Host Agency is required to respond to the CPRA request, the Host Agency may disclose the requested information without any liability to Vendor. Vendor further agrees that it shall defend, indemnify and hold the Host Agency harmless against any claim, action or litigation (including but not limited to all judgments, costs, and attorney's fees) that may result from denial by the Host Agency of a CPRA request for information arising from any representation, or any action (or inaction), by the Vendor.

14. Compliance with Laws. All activities of Vendor, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.
15. Licensure. Vendor warrants that Vendor, its subcontractors and/or agents (if any) has/have complied with any and all federal, state, and local licensing requirements and agrees to provide proof of such.
16. Prevailing Wages for Public Work. To the extent that a portion of the work or services to be performed under this Agreement may be considered a "public work" (construction, alteration, demolition, or repair work) pursuant and subject to Labor Code section 1720 *et seq.*, Vendor (and any subcontractor performing the work or services) shall conform to any and all prevailing wage requirements applicable to such portion of the work/and or services under this Agreement. Vendor (and any subcontractor/) shall adhere to the prevailing wage determinations made by the Director of Industrial Relations (DIR) pursuant to California Labor Code Part 7, Chapter 1, Article 2, applicable to the work, if any. All workers employed in the execution of a public works contract (as such term is defined California Labor Code section 1720 *et seq.* and section 1782(d)(1)) must be paid not less than the specified prevailing wage rates for the type of work performed. (CA Labor Code sections 1720, 1774 and 1782.)

To the extent applicable to the scope of work and services under this Agreement, Vendor agrees to be bound by the state prevailing wage requirements, including, but not limited to, the following:

- a. If a worker is paid less than the applicable prevailing wage rate owed for a calendar day (or any portion thereof), Vendor shall pay the worker the difference between the prevailing wage rate and the amount actually paid for each calendar day (or portion thereof) for which the worker(s) was paid less than the prevailing wage rate, as specified in Labor Code section 1775;
- b. Vendor shall maintain and make available payroll and worker records in accordance with Labor Code sections 1776 and 1812 with respect to portion of the work or services that is a "public work";
- c. If Vendor employs (and/or is legally required to employ) apprentices in performing the work and/or services under this Agreement, Vendor shall ensure compliance with Labor Code section 1777.5;
- d. Vendor is aware of the limitations imposed on overtime work by Labor Code sections 1810 *et seq.* and shall be responsible for any penalties levied in accordance with Labor Code section 1813 for failing to pay required overtime wages;
- e. Vendor shall post a copy of the applicable prevailing wage rates at each "public work" jobsite at a location readily available to its workers performing covered work.

- f. Any failure of Vendor and/or its subcontractor to comply with the above requirements relating to a public work project shall constitute a breach of this Agreement that excuses the Host Agency's performance of this Agreement at the Host Agency's sole and absolute option and shall be at the sole risk of Vendor. Vendor on behalf of itself and any subcontractor, agree to indemnify, defend and hold harmless the Host Agency and its officials, officers, employees, and agents from and against any and all claims, liabilities, losses, costs, expenses, attorney's fees, damages, expenses, fines, financial consequences, interest, and penalties, of any kind or nature, arising from or relating to any failure (or alleged failure) of the Vendor and any subcontractor to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law relating to a public work.
- g. Vendor acknowledges that it and/or any subcontractor may not engage in the performance of any contract for public work unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
17. Dispute Resolution. The Parties agree to attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. Promptly upon such notification, the Parties shall meet at a mutually agreeable time and place in order to exchange relevant information and perspective, and to attempt to resolve the dispute. If no resolution is achieved, and if, but only if, the parties mutually agree, then prior to pursuing formal legal action, the parties shall make a good faith effort to resolve the dispute by non-binding mediation or negotiations between representatives with decision-making power, who, to the extent possible, shall not have had substantive involvement in the matters of the dispute. To the extent that the dispute involves or relates to a public works project, the Parties agree to attempt to resolve the dispute by complying with the claims process as set forth in Public Contract Code section 9204(e), but without waiving the requirements of the California Tort Claims Act, Gov't Code section 800 et seq. unless otherwise agreed to by the Parties.
18. Force Majeure. Neither Party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by an act of God, natural disaster, pandemic, supply chain shortages, acts of terrorism, war, or other peril, which is beyond the reasonable control of the affected party and without the negligence of the respective Parties (a "Force Majeure event"). Each Party hereto shall give notice promptly to the other of the nature and extent of any Force Majeure claimed to delay, hinder or prevent performance of the services under this Agreement. Each Party will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligations in this Agreement. If either Party is prevented or delayed in the performance of its respective obligation by reason of such Force Majeure, there may be an equitable adjustment of the schedule based on discretion of the Host Agency with input from the Participating Jurisdictions, if applicable. Vendor shall provide documentation of such event(s) and the reasonable efforts to remove or eliminate the cause of delay or default.
19. Complete Agreement. This Agreement, along with any attachments or exhibits, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.



- 20. Severability. The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.
- 21. Waiver. Waiver by any party of any portion of this Agreement shall not constitute a waiver of the same or any other portion hereof.
- 22. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with California law. The exclusive jurisdiction and venue for any and all actions arising out of or brought under this Agreement is California state court in Santa Cruz County, California.
- 23. Contract Interpretation. Each party acknowledges that it has reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 24. Notices. If either Party shall desire or is required to give notice to the other Party, such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

**To HOST AGENCY:**  
 City of Capitola  
 Jamie Goldstein  
 City Manager  
 420 Capitola Avenue  
 Capitola, CA 95010  
 jgoldstein@ci.capitola.ca.us

**To VENDOR:**  
 Business Name  
 Vendor Contact Name  
 Address  
 Email/Phone

- 25. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party’s signature shall be accepted and valid as an original.
- 26. Warranty of Authority. The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

Attached Exhibits

Exhibit A: Scope of Work

Exhibit B: Data reports from Vendor

Exhibit C: Description of Goods – Bicycles, Docks, Locks, and Technology

Exhibit D: Fee schedule - User Fees and Fees for Use of Public Property

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Exhibit E: Target dates for work schedule

Exhibit F: Service Level Agreement

Exhibit G: Required Insurance

Exhibit H: Conditions of Use of Public Property

Exhibit I: Vendor Organizational Chart

[SIGNATURES ON FOLLOWING PAGE]

Signed for and on behalf of:

**City of Capitola**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved As to Form:

By: \_\_\_\_\_

Date: \_\_\_\_\_

**BCycle (VENDOR)**

By: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A: SCOPE OF WORK

**Purpose and Objectives**

The goal of a Regional Bicycle Sharing Program in the Santa Cruz County region is to encourage bicycle use as an appealing, convenient, affordable, active, healthy, environmentally friendly, and congestion-reducing transportation option that is accessible to all residents, commuters, students, visitors and tourists alike. The program aims to leverage existing transportation investments and provide a network of bike share stations and bikes that increase multi-modal transportation options throughout the region.

**1. DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings given to them below.

1.1. “Advertising” shall mean any content or matter, whether electronic or printed, including words, pictures, photographs, symbols, graphics, visual images, or sounds of any kind, or any combination thereof, promoting or soliciting the sale or the use of a product or service or providing other forms of textual, visual, and/or audible messages or information, but in no event shall it include any message or information that is required to be posted on any Product(s) by any federal, state, or local law, rule, or regulation or by this Agreement.

1.2. “Agreement” shall have the meaning set forth in the introductory paragraphs of this Agreement.

1.3. “Bicycle”, “Bike”, and “Electric Bicycle” shall mean each unit of Vendor’s proprietary electric bicycle that materially conforms to the electric bicycle description set forth in **Exhibit C**, and/or such other type of bicycle(s) as agreed to by the Parties.

1.4. “Bicycle Station” means a configuration of multiple bicycle docks in groupings of two (2) or more Bicycle docks.

1.5. “Bicycle Dock” or “Dock” means each unit of Contractor’s proprietary bicycle rack that materially conforms to the bicycle dock description set forth in **Exhibit C**, and/or such other type of bicycle rack(s) as agreed to by the Parties.

1.6. “Regional Bicycle Sharing Program” or “Bike Share” shall mean the regional bicycle sharing program implemented, managed, and operated by Vendor at the Site using the Goods.

1.7. “Host Agency” shall have the meaning set forth in the introductory paragraphs of this Agreement.

1.8. “Confidential Information” shall have the meaning set forth in Section 12, Paragraph 9 of this Agreement.

1.9. “Custom Mobile App Landing Page” shall mean a Site-specific User mobile app that provides information on and enables participation in the Regional Bicycle Sharing Program. The Mobile App Landing

Page is a part of and provides access to the User Platform. The Custom Mobile App Landing Page shall display correctly on all major mobile devices, and shall be available in English and in Spanish.

1.10. “Effective Date” shall have the meaning set forth in the introductory paragraphs of this Agreement.

1.11. “Fare Cards” shall have the meaning set forth in Section 3.3.3.

1.12. “Goods” shall mean Products and Services.

1.13. “Implementation Services” shall have the meaning set forth in Section 2.3.

1.14. “Initial Term” and “Term” shall have the meaning set forth in Section 7, Paragraph 1.

1.15. “Intellectual Property” shall have the meaning set forth in Section 12, Paragraph 8 of this Agreement.

1.16. “Launch Date” shall have the meaning set forth in Section 2.3.1.

1.17. “Lock” shall mean each unit of Vendor’s proprietary bicycle lock that materially conforms to the bicycle lock description set forth in **Exhibit C**, and/or such other type of bicycle lock(s) as agreed to by the Parties.

1.18. “Management Services” shall have the meaning set forth in Section 2.1.

1.19. “Marks” shall mean any and all logos, trade names, designs, symbols, trademarks, and/or service marks.

1.20. “Panel” means each unit of Contractor’s proprietary information panel that materially conforms to the panel description set forth in **Exhibit C**, and/or such other type of panel(s) as agreed to by the Parties.

1.21. “Participating Jurisdictions” shall have the meaning set forth in the introductory paragraphs of this Agreement.

1.22. “Products” shall mean Vendor’s proprietary Bicycles, Bicycle Racks, Locks, Kiosks, Docks, Panels, and related equipment, components, and accessories.

1.23. “Product Advertising” shall have the meaning set forth in Section 4.4.

1.24. “Program Advertising” shall have the meaning set forth in Section 4.4.

1.25. “Renewal Term” shall have the meaning set forth in Section 7, Paragraph 1.

1.26. “Service Level Agreements” shall mean the level of service related to the User Platform, described in **Exhibit F** hereto.

1.27. “Services” shall mean the Management Services and Implementation Services.

1.28. “Site” shall mean area(s) within the jurisdictional boundaries of the Santa Cruz region including the City of Santa Cruz, the County of Santa Cruz, the City of Capitola, the City of Watsonville, University of California Santa Cruz, and Cabrillo College.

1.29. “Station” shall mean an established collection of docks and bicycles.

1.30. “Subscribed User” shall mean any person who has registered as a member of the Bicycle Sharing Program. Subscribed Users shall be required to enter into agreements with Vendor providing terms and conditions for the rental of Bicycles, including the waiver of liability that includes a waiver as to the City.

1.31. “Subscribed User Data” shall mean data about the Subscribed Users and their use of the User Platform and the Bicycle Sharing Program.

1.32. “Subscribed User Fees” shall mean any fees paid by Subscribed Users for the rental, lease, or other temporary provision of the Bicycles via the Bicycle Sharing Program.

1.33. “Users” shall mean all User Platform visitors and Subscribed Users.

1.34. “User Platform” shall mean Vendor’s user-facing online bicycle rental web or mobile application platform that provides Subscribed Users access to the Bicycle Sharing Program.

1.35. “Vendor” shall have the meaning set forth in the introductory paragraph of this Agreement.

## 2. SCOPE OF WORK - DELIVERABLES

**2.1. Products Provided for Use and Management Services.** Pursuant to this Agreement, Vendor shall provide and install by the Launch Date for the City of Santa Cruz and UCSC a minimum number of Electric Bicycles and Bicycle Docks in each Participating Jurisdiction in Phase I consistent with the table below provided that each of the Participating Jurisdictions agrees to and maintains a contract for Bike Share services with Vendor. Vendor shall provide and install within one year of the Launch date for Watsonville, City of Capitola, Cabrillo College, and the County of Santa Cruz a minimum number of Electric Bicycles and Bicycle Docks in each Participating Jurisdiction in Phase I consistent with the table below provided that each of the Participating Jurisdictions agrees to and maintains a contract for Bike Share services with the Vendor. The Participating Jurisdictions will work in good faith to identify dock locations to be mutually agreed upon with Vendor. The Parties may agree, in writing, to temporarily implement fewer bikes and docks. Vendor shall propose areas where additional docks and bikes can supplement in order to meet the minimum. Product

minimums are subject to approval of encroachments permit or other local agreements for dock installation and Host Agency sponsorship agreements, as applicable.

**Phase I Minimum Quantities**

Jurisdiction	Minimum Quantity of Electric Bicycles	Stations	Individual Docks (2 Docks:1 Bike)
City of Santa Cruz	300		600
City of Capitola	50		100
Cabrillo College (and vicinity)	50		100
UCSC	160		320
Watsonville	25		50
Aptos	25		50
Soquel	25		50
Other Unincorporated (Live Oak, Pleasure Point)	25		50
<b>Total</b>	<b>660</b>		<b>1,320</b>

**2.2. Expansion**

BCycle may expand the services up to 2,000 Bicycles within the initial term of the Agreement.



### 2.3. Implementation Services.

Vendor shall provide services related to deploying the User Platform for the Site, delivering Products to the Site, performing community outreach and marketing, and assembling the Products at the Site (“Implementation Services”) to enable a successful Launch Date.

#### 2.3.1 Project Schedule

Launch date for each Host Agency shall be no later than six months from the Effective Date or the date the required local permit(s) is issued by the Host Agency, whichever is later. Parties acknowledge launch date may be delayed for circumstances outside the control of the Vendor, but shall under no circumstances extend beyond nine months from the latest of those two dates.

Vendor shall propose a project schedule that includes all steps necessary to reach a launch date, and subsequent applicable milestones after launch in accordance with **Exhibit E**. These pre- launch activities include but are not limited to site planning, permitting, community outreach and engagement, education, and other applicable tasks.

#### 2.3.2. Stations.

Prior to the Launch Date, Vendor will collaborate with Host Agency’s staff to agree upon Station locations. These may be amended from time to time at Vendor's discretion in consultation with the Host Agency.

#### 2.3.3 Participating Jurisdiction Emergency Access to Bicycles

Vendor will provide the Participating Jurisdictions with codes or other means to move locked bikes in emergency situations. In addition, law enforcement and other public safety agency representatives will be provided with appropriate codes or key cards to be able to move bicycles in an emergency situation or when bicycles are blocking access and need to be moved immediately. Direct contact phone numbers and emails of the Vendor’s General Manager and local operations staff will also be provided to the Host Agency, and each law enforcement agency and public safety agency located within the Participating Jurisdictions.

### 2.4 Program Implementation

Vendor will meet with Host Agency staff and others as needed to gain an understanding of the context, current opportunities for connectivity, and potential partnerships prior to implementation.

Host Agency will provide staff that will be available throughout implementation and throughout the life of the project to fulfill Host Agency obligations under this Agreement and assist Vendor in ensuring the success of the system.

### 2.5 Review of Regional Bike Share System and Updates

2.5.1. Vendor Operations Review. Vendor shall develop recommendations that promote use of the Bike Share system, promote closer coordination with potential or existing partners, and reduce or eliminate any operating deficits. Any such recommendations will be circulated among the Host Agency and Participating Jurisdiction representatives.

2.5.2. Vendor will participate in regular meetings with Host Agency and Participating Jurisdiction representatives to give updates on the design of the regional Bike Share system and necessary modifications. Vendor to coordinate, participate in, and timely provide collateral materials for public agency meetings at the request of the Host Agency and Participating Jurisdictions, including City Council, Board of Supervisor meetings, and campus leadership meetings.

### **3. Business and Operations Standards:**

**3.1 Organizational Development.** Vendor shall obtain and maintain a valid business license within each Participating Jurisdiction, as applicable. Please see **Exhibit I** for the Vendor's proposed organizational chart.

**3.2. Location.** Operations team and office/storage space are required to be geographically located within Santa Cruz County in order to be responsive to the operation needs of the system.

### **3.3. Registration and Payment**

3.3.1. Provide and maintain in full operation a mobile application to register, submit credit card data, and execute a user agreement. After registration, members should be able to immediately access a bike. Walkup, Monthly, and Annual memberships shall be available.

3.3.2. Walk-Up Utilization. Allow one-time use of various durations by walk-up registration through mobile registration. Walk-up customers shall be able to register, submit credit card data, and execute a user agreement.

3.3.4 Access to Registration and Payment. Vendor shall work to provide access for users who are unbanked, and/or do not have a credit card and/or a smartphone.

3.3.5. Secure Financial Transactions. Complete secure financial transactions with data input by cell phone. Financial data must be held securely in a manner that complies with all applicable federal, state, and local privacy and data protection laws, rules, regulations, and directives, and is only accessible to authorized personnel. The Vendor shall develop a robust security policy. The Vendor shall ensure that its security policy is enforced, report any breaches to the Participating Jurisdictions immediately, and develop a corrective plan to prevent future breaches. The method for protecting financial data, user names, and addresses, must be Payment Card Industry (PCI) compliant.

### 3.4. Records.

In addition to Service Level Agreement reports, Vendor shall maintain additional business related, accounting and customer service-related records and make them available to the Participating Jurisdictions on appropriate notice for inspection and auditing.

### 3.5. Data Sharing.

The Vendor will make available to Participating Jurisdictions their website reports, maps, and data, regarding ridership, fee/membership structure, trips, and route data as defined in **Exhibit B**.

## 4. Costs and Revenues:

4.1. User Fees. Initial Vendor fees and vendor penalties, and the process to modify aforementioned rates, are included within the Fee Schedule in **Exhibit D**.

4.2. Capital and Operating Costs. All costs associated with the system, including but not limited to installation, maintenance, capital, operating, marketing, and staffing, shall be the sole responsibility of the Vendor. Participating Jurisdictions shall have no financial obligation associated with the Bike Share system. Notwithstanding the above, Participating Jurisdictions understand that Vendor may not be able to grant special requests for station and kiosk sites that would otherwise be economically infeasible without outside sponsorship funds.

4.3. Fees Paid to Jurisdictions. Participating Jurisdictions' fees for use of public property and revenue share per bike fee are included in the Fee Schedule (**Exhibit D**).

4.4. Branding, Advertising, Marketing, and Public Relations. Vendor will oversee branding, marketing, membership sales and public relations. Use of name, trademarks, or logos of the Participating Jurisdictions shall be subject to the terms and conditions and any applicable requirements for a license by Host Agency. Vendor shall have the right to provide commercial advertisement on the Bikes and equipment ("Product Advertisement"). In accordance with the following:

4.4.1 General. In order to support the operation of the bike share program, Vendor may solicit sponsors willing to provide financial sponsorship in exchange for signage on the bicycle-sharing stations and/or the bicycles ("Sponsor Signs"). The content of the Sponsor Signs, bicycle signs, and zoning lot signs are subject to the sponsorship and advertising guidelines in this Section 4 ("Guidelines"). No messages other than those of selected under these Guidelines are permitted on bicycle-sharing stations and/or the bicycles, and Vendor may remove, in its sole discretion, any messages posted in or on program facilities, equipment and bicycles that are not pre-approved by Vendor in accordance with these Guidelines. In order to realize the maximum benefit from the sale of sponsorship space, the sponsorship program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the advertising is of a type that: (1) does not discourage the use of the

Bike Share system; (2) does not diminish the Host Agency's reputation in the communities it serves or the good will of its constituents; and (3) is consistent with the principal purposes of providing safe and efficient bike share operations.

4.4.2 Compliance/Removal of Nonconforming Sponsor or Program Signs. Vendor is solely responsible for the selection of any sponsors and for ensuring that all Sponsor Signs and signs on bicycles (collectively "Program Signs") comply with these Guidelines. Vendor shall forward to the Host Agency for permit and approval any proposed Program Signs or Sponsor Signs. Vendor will promptly remove any Program Sign or Sponsor Sign that is in violation of these Guidelines upon notice by a Participating Jurisdiction.

4.4.3 Sign Criteria. All Sponsor and Program Signs shall comply with the following guidelines and restrictions:

Sponsors. Sponsors may not include the following:

- Any manufacturer, retailer, or distributor of any alcoholic beverage, including but not limited to beer, liquor, or wine stores, distributors, or manufacturers.
- Taverns, which include any place in which fermented malt beverages are sold for consumption upon said premises, except for those whose sale of alcohol beverages accounts for 50% or less of the establishment's gross receipts.
- Adult-only orientated businesses or services.
- Tobacco companies or merchants whose sale of tobacco or tobacco related products make up a significant part of its business.
- Marijuana/cannabis companies or merchants whose sale of marijuana or marijuana related products make up a significant part of its business.
- Wagering related businesses, such as casinos or on-line gambling sites.
- Firearm manufacturers or merchants whose sale of firearms or firearm related products make up 50% or more of its gross income.
- Any entity whose logo and/or business name includes any reference to the above activities for which sponsorship is not available, or any of the prohibited copy listed below.
- Any entity who would be otherwise prohibited from sponsorship in accordance with a Participating Jurisdiction's policy or code.

Prohibited Copy. Sign copy may not include the following:

- Copy that is illegal, obscene, libelous or fraudulent, or that refers to any of the above activities for which sponsorship is not available.
- Content promoting firearms.
- Political lobbying or messages of any kind. Political lobbying or messages may include, but are not limited to:
  - i. Any advertising that supports or opposes the election of any candidate or group of candidates for election to any federal, State, or local government office.

- ii. Any advertising that supports or opposes any referendum conducted by the federal or State government, or by any local government, such as referenda on constitutional amendments, on bond issues, or on local legislation.
  - iii. Any advertising that features any person whose prominence is based wholly or in part upon his or her past or present activity in political affairs, or that represents or implies any such person's approval or endorsement of the subject matter of advertising.
- Any copy or content that would be otherwise prohibited in accordance with a Participating Jurisdiction's policy.
  - Religious messaging of any kind. Religious messaging includes, but is not limited to, any advertisements that contain any direct or indirect reference to religion, or to any religion, or to any deity or deities, or which includes the existence, nonexistence or other characteristic of any deity or deities, or to any religious creed, denomination, belief, tenet, cause or issue relating to (including opposing or questioning) any religion. This prohibition shall include the depiction of text, symbols, or images commonly associated with any religion or with any deity or deities, or any religious creed, denomination, belief, tenet, cause of issue relating to (including opposing or questioning any religion).
  - Any message that, in the opinion of the Host Agency, is disruptive, detrimental or adverse to the Bikeshare program specifically or the Host Agency's interests in general, in the Host Agency's discretion.

4.4.4 Guideline Amendments. During the term of the Agreement, Host Agency may find it necessary to amend these Guidelines. If Host Agency finds that an amendment to these Guidelines is necessary, Host Agency may unilaterally amend these guidelines upon written notice to Vendor, however the Host Agency shall discuss said amendments with Vendor prior to providing this notice. Said amendments shall be effective thirty (30) days after said notice is provided to Vendor.

4.5. Other Revenues. Vendor shall have all title, right, and interest to any other sources of revenue that arise in relation to this Agreement and the provision of Products and Services hereunder, including but not limited to corporate membership fees and any other revenues generated for or from the Regional Bicycle Sharing Program, that are not specified in Section 4.1 through 4.4 above.

## 5. System Maintenance and Operations Standards:

Vendor to comply with the standards outlined in the Service Level Agreements Table provided in **Exhibit F**. Any modifications of the SLAs in **Exhibit F** require approval from the Host Agency and Participating Jurisdictions representatives.

5.1. Maintenance and Repair. Maintenance and repair responsibilities apply to all hardware and software components of the Bike Share system. The Vendor will be responsible for developing and implementing a regular inspection, maintenance and repair schedule that keeps the System in continuous compliance with the agreed upon Service Level Agreements Table outlined in Exhibit F. System maintenance shall include preventive

maintenance, inspection and prompt repair or replacement of all System. It will also include inspecting, cleaning and removing graffiti from Stations on a timely basis, as well as removal of debris in and around the Stations.

5.2. Reporting Key Performance Indicators. Vendor shall submit quarterly reports to the Host Agency and Participating Jurisdictions representatives that track Service Level Agreements Table outlined in **Exhibits B and F**. This will include such elements as number of trips/month, average utilization per bike per day, estimated average trip distance, estimated monthly system mileage, number of members and unique active users, estimated carbon savings, accident data, and other similar tracking metrics. Data on which estimates are based shall be made available to Participating Jurisdictions upon request. Participating Jurisdictions will also have access to a Data Dashboard of anonymized system data.

Vendor will provide other periodic reports for external and internal audiences. These reports shall include at a minimum quarterly management reports for the Participating Jurisdictions that monitor the Service Level Agreements. An annual report available to Host Agencies stakeholders is also required. See the Service Level Agreements Table provided in **Exhibit F**. Vendor understands that Host Agencies may share annual report with the public and interested stakeholders.

5.3. User Surveys. Vendor shall collect customer email addresses and/or phone number as part of the registration process, and unless prohibited by law or unless the customer has opted out of such communications, shall send at minimum one electronic survey, with approval from the Host Agency and other Participating Jurisdictions (as applicable), per year to Bike Share users, that covers the user's motivation for using bike share, the user's experience using the system, the user's interest in new locations, and new system offerings, demographics, and more.

5.4. Open Data. The Vendor shall provide General Bikeshare Feed Specification data that will allow third party developers to provide applications to assist users in finding bicycles, and stations, and comparing travel and usage information consistent with reports from other US systems. This data shall be anonymized.

5.5. Customer Service. The Vendor shall provide responsive and customer-friendly services that encourage repeat use including timely acknowledgement of complaints within 24 hours. The Vendor will be responsible for creating and managing excellent customer service standards and procedures. All system structures shall contain a conspicuously posted telephone number and web address/email address to the Vendor's customer service operations to which the public may direct complaints and comments, and instructions for filing a complaint. This information shall also be provided in braille on all bicycles. This information shall also be provided in braille on all bicycles. The Vendor shall provide a timely response to any such complaints within the timeframes outlined in the Service Level Agreements Table in **Exhibit F**. The Vendor shall provide a shared database in which Jurisdictions can communicate complaints from the public and from each jurisdiction, and in which the Vendor can report the resolution of such complaints.

5.6. System Balancing. Monitor the location of each bicycle and, if applicable, the status of each station and dock. Continuously and predictably redistribute bicycles so bicycles are consistently available throughout the regional service area. System Rebalancing shall comply with Service Level Agreements Table in **Exhibit F** that relate to consistent availability of bikes throughout the service area.

5.7. Bike Parking. Vendor agrees to provide a fully docked system with electric bikes that come with a cable lock for intra-trip layover stops only. BCycle reserves the right to remove cable locks if theft due to cable locks exceeds five bikes in a 90 day period. Vendor will message to all Participating Jurisdictions the requirements for layover bike parking. Illegally parked bikes shall be the responsibility of the Vendor. Complaints received for illegally parked bikes shall be responded to within the timelines outlined within Service Level Agreements Table in **Exhibit F**.

5.8. Real-time Communication. Vendor shall provide a system to track docked bicycles and, if applicable, station and dock status. Vendor shall populate an interactive map with location and status of bicycles throughout the county service delivery area along with optional address and directions. The Vendor shall use the General Bike Share Feed Specification (GBFS), a standardized data feed for Bike Share system availability. Vendor shall provide iOS and Android Apps with real-time map updates to allow users to locate stations and status of bicycles.

5.9. Accessible Website and Mobile App Design. Vendor shall design, maintain, and host a Bike Share mobile app that promotes the program and allows users to register, submit credit card data, in a secure manner, and execute a user agreement. Vendor shall provide and display web pages correctly on all major web browsers and mobile devices/formats. Vendor shall maintain a bike share website that complies with California and federal disabilities laws and regulations; conforms to the accessibility requirements of WCAG 2.0AA; and agrees to promptly respond to and resolve any complaint regarding accessibility of its website and mobile applications (i.e., BCycle's app).

5.10. Theft and Vandalism. Vendor shall manage issues dealing with theft and vandalism and applicable user fees. Host Agencies agree to work in good faith with Vendor to involve local law enforcement when appropriate to assist in protection and recovery of Vendor property.

**6 Safety and Education:** The Vendor shall commit to ensuring the safety of its products, its riders, and the Participating Jurisdictions. This approach includes product safety, operational safety, and user safety.

6.1 *Product safety*: All BCycle bike product lines shall meet or exceed all CPSC, ISO and EN bicycle standards. The proposed equipment will comply with these existing standards upon contract execution. The Vendor shall provide safety test reports of the goods and equipment performed by an ISO/IEC 17025 independent third-party accredited laboratory conducting consumer product safety and compliance testing.

The bikes shall feature always-on front and rear lights to ensure the rider can both see and be seen whenever they ride. All bikes shall be inspected and maintained by professional technicians on a regular maintenance schedule, and all maintenance is logged to ensure ongoing product safety.

6.2 *User safety*: Vendor user safety efforts shall be focused on user education. User safety education is communicated through physical decals on the equipment, written and visual safety instructions in the mobile app and in-person safety instruction at community events or through local partner organizations. Additionally, Vendor shall require all users to accept a user agreement that outlines safe riding practices to access the Vendor system. The Vendor's user agreement shall explicitly require users of Vendor's service shall be 18 years of age or older. Further, Vendor shall prominently display on program bicycles, in its mobile application, and on dock stations that only one person is allowed to ride a bicycle at a given time.

6.3. *Helmets*. Vendor to reinforce helmet use. Vendor to advocate for and endorse the use of helmets when riding through stations and on-bike messaging on the safety and proper use of a bicycle helmet. Vendor is encouraged to offer incentives for Users to wear helmets, offer free helmets, and/or to offer discounted helmets.

6.4. *Education*. In consultation with Host Agency, Vendor shall independently or in cooperation with a local organization or bike shop to provide unique education and outreach opportunities meeting the needs of local ridership. Vendor will provide general bike safety and rider etiquette information to users through its various social, mainstream media and direct communication channels, including but not limited to information available at program docks. Vendor shall provide a minimum of six (6) free educational events per year on different dates, and at least one in each of the Participating Jurisdictions.

6.5. *Speed Governance*.

BCycle electric bike is a 3-speed, Class 1 pedal-assist bike powered by a Bosch Active-line mid-drive motor. The Bosch on-board computer is programmed to operate as a pedal-assist e-bike, with the assist limited to a maximum of at 17 MPH.

6.6. *Demographics*.

Current State of California regulations require that one must be 18 years of age to rent a bicycle. Vendor must communicate this requirement primarily through its user agreement, which each rider must complete. Vendor may also explore communicating the requirement through other channels if needed, including on bikes or docks, on the program website, and through the mobile app and on signage at each station.

7. Access to Subscribed User Data by the Host Agency. Vendor grants to Host Agency, on the terms and conditions set forth herein and in Exhibit B, a perpetual, non-transferable, non-sublicensable, non-exclusive, limited right to access and use the Subscribed User Data for any transit or urban planning purpose. The Subscribed User Data is considered part of the User Platform, and all terms and conditions and privacy policies applicable to the User Platform apply to the Subscribed User Data. Host Agency represents and warrants that it shall not use, or permit others to use, the Subscribed User Data or access to the Subscribed User Data in ways that violate any applicable local, state, and federal laws, and any applicable foreign jurisdictions.



Exhibit B: Data Reports From Vendor



APPENDIX

Sample Reports

Category of data	Specific metrics	Availability	Notes
Overall Micromobility Utilization	Total trips	Quarterly	Available in Admin website data visualization and data export
	Total unique users	Quarterly	Available through Admin trip reports
Safety		Upon request	Accidents are documented by program staff
Equity Impact		Quarterly	Operators have options for providing equitable access to bike share. Whether they provide special access passes at no cost or discounts on memberships, they can report on equity program utilization.
Characteristics of Riders		Annually	Users have the option to provide demographic data and other rider characteristics in annual user surveys.
Micromobility Usage	Real time device location	n/a	Bikes must be returned to docks at stations. Location is inferred from station location when bikes are docked. Bikes are not tracked when checked out.
	Frequency and locations of trip origins and destinations	Quarterly	Available in Admin website data visualization and data export
	Frequency of use (comparatively between devices)	Quarterly	Available in Admin website data visualization and data export
	Trips by time of day	Quarterly	Available in Admin website data visualization and data export
	Trips by day of the week	Quarterly	Available in Admin website data visualization and data export
	Impact of precipitation and temperature (weather)		
	Trips per device per day	Quarterly	Available through Admin trip reports
	Average trip length/duration	Quarterly	Available in Admin website data visualization and data export
Compliance by Vendors	Responsiveness to agency requests	Upon request	Agency requests are documented and tracked by program staff
	Device availability (rebalancing/ deployment obligations)	Quarterly	Available in Admin website data export
Number of and response times to complaints	Improperly parked devices	Upon request	Users are required to return bikes to docks to effectively end the ride and accrue usage fees if they do not
	Abandoned devices	Upon request	Users are required to return bikes to docks to effectively end the ride and accrue usage fees if they do not
	Malfunctioning devices	Upon request	Customer service team will log complaints and Operations team will log tickets when complaints are addressed and resolved
On-street / Sidewalk / Multi-use path micromobility observations		n/a	Users are required to return bikes to docks at stations. Parking on streets and on sidewalks without a station is not permitted.
Outreach and Marketing	Collateral distributed	Upon request	Materials available at in-person events if they continue
	Customer touch points	Upon request	Messaging at stations and digital communications
	Online engagement	Upon request	Provide analytics for all platforms, social, Constant Contact and other
	Language action plan	Upon request	Provide Spanish translations where applicable

EXHIBIT B CONTINUED: DATA REPORTING LIST

1. Quantities of trips that start and end in each Participating Jurisdiction, including the date/timestamp.
2. Data on aggregate revenue for trips beginning and ending in a given jurisdiction and/or special pricing program.
3. Data showing:
  - Bicycle availability (monthly)
  - Trip count (monthly)- including summary data of trip start/end by jurisdiction
  - Trips per bike per day
  - Estimated average trip distance (mi.)
  - Estimated total mileage
  - Bicycle maintenance and inspection
  - Website/Mobile App in service
  - Number of subscriptions on special pricing programs (i.e, events, low income, subsidized rates)
  - Monthly and annual subscriptions

EXHIBIT C: VENDOR BICYCLES AND INFRASTRUCTURE

**BIKE ELECTRIC BIKE COMPONENTS AND SPECIFICATIONS**



<b>FRAMESET</b>	
<b>Size</b>	One size fits most
<b>Color</b>	White
<b>Material</b>	Oversized alpha aluminum
<b>Fork</b>	Proprietary aluminum unicrown fork
<b>COMPONENTS</b>	
<b>Handlebar and Stem</b>	Proprietary aluminum bar and basket combo with Bontrager stem
<b>Seatpost</b>	Proprietary theft resistant post with easy to use four-finger clamp
<b>Saddle</b>	Seamless Bontrager all-weather saddle with integrated reflector and handle

<b>Pedals</b>	Anti-slip platform
<b>Lights</b>	Proprietary 3 watt 10 lux LED front and rear lights StVZO Compliant with 5-minute run time after stopping
<b>Bell</b>	Tamper resistant twist grip
<b>Grips</b>	Proprietary weather and UV resistant silicon
<b>Fenders</b>	Full coverage polycarbonate
<b>Kickstand</b>	Chainstay mounted, 3 bolt kickstand
<b>ELECTRIC ASSIST</b>	
<b>Motor</b>	Bosch Activeline Motor
<b>Display</b>	Bosch Purion Control/Display
<b>Power</b>	Swappable 400 Wh Battery
<b>DRIVETRAIN</b>	
<b>Shifters</b>	Shimano Nexus 3-speed twist shifter
<b>Rear Derailleur</b>	Shimano Nexus 3-speed internal gear hub
<b>Brakes</b>	Shimano Nexus BR-C6000
<b>Brake Levers</b>	Tektro Alloy 2-finger
<b>Cassette</b>	19 Tooth stock
<b>Chain</b>	1/2"x1/8", heavy duty
<b>Crankset</b>	38 tooth crank, 170mm crank arm
<b>WHEELS</b>	
<b>Rims</b>	26"
<b>Front Hub</b>	Shimano Nexus front Dynamo hub
<b>Rear Hub</b>	Shimano Nexus 3-speed internal gear hub

<b>Spokes</b>	Stainless steel
<b>Tires</b>	Puncture resistant with reflective sidewalls
<b>Panels</b>	Ad space on five individual panels: Front basket in 3 segments: right, left, and front (visible from inside basket) Rear skirt guards in 2 segments: right and left
<b>MISC</b>	Meets or exceeds CPSC, ISO, EN standards for safety Front basket rated to 20 lbs of cargo Rear rack that accepts after-market panniers Proprietary and theft resistant fasteners
<b>SHROUD</b>	Optional
<b>Secondary Cable Lock</b>	Cable lock

Note: Specifications and components subject to change.

**STATION PRODUCT DESCRIPTION(S)**

**BCycle 3.0 Dock**



<b>Dimensions</b>	13.75” x 12” x 30.25”
<b>Color</b>	Black
<b>Integrated Base and Leg Material</b>	Aluminum
<b>Exposed Fasteners</b>	Stainless Steel Security Fasteners
<b>Top Cap Material</b>	Acrylonitrile styrene acrylate (ASA)
<b>Manual latch release</b>	Tubular key cam lock
<b>HMI</b>	Piezo switch with LED
<b>Striker &amp; Tire Guides / Wheel Chock</b>	Glass filled nylon 6
<b>INTERNAL COMPONENTS</b>	
<b>Latches</b>	Outdoor-rated Stainless Steel
<b>Battery</b>	Lithium Ion – Rechargeable
<b>RFID Reader (Bike)</b>	LF
<b>RFID Reader</b>	LF/HF

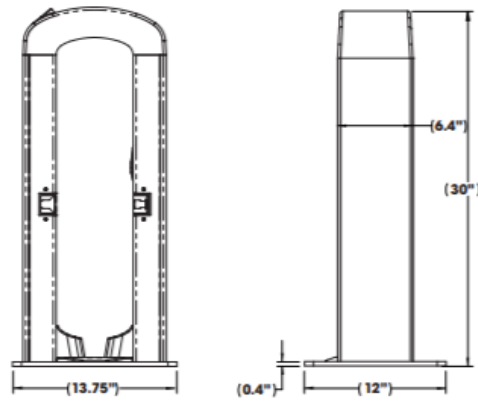
<b>(User)</b>	Custom modular board design
<b>PCB Main Board</b>	
<b>Antenna</b>	LTE antenna
<b>Communication protocol</b>	Cellular CAT M1/NB

**AFTERMARKET ADD-ONS**

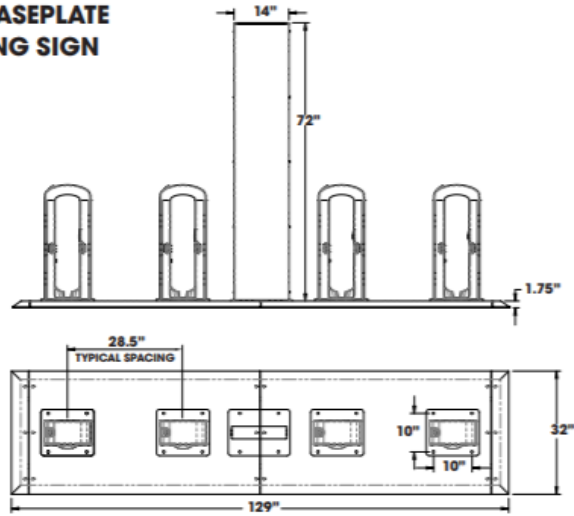
<b>Static Wayfinding</b>	Aluminum / Dual sided / Vinyl graphic application / 11" x 72"
<b>Non-Bolted Baseplate</b>	
<b>BBT Module</b>	Aluminum plates / steel ballast / 4 bike single-sided. 6 bike dual-sided
	Modular electronics, plugs directly into PCB board

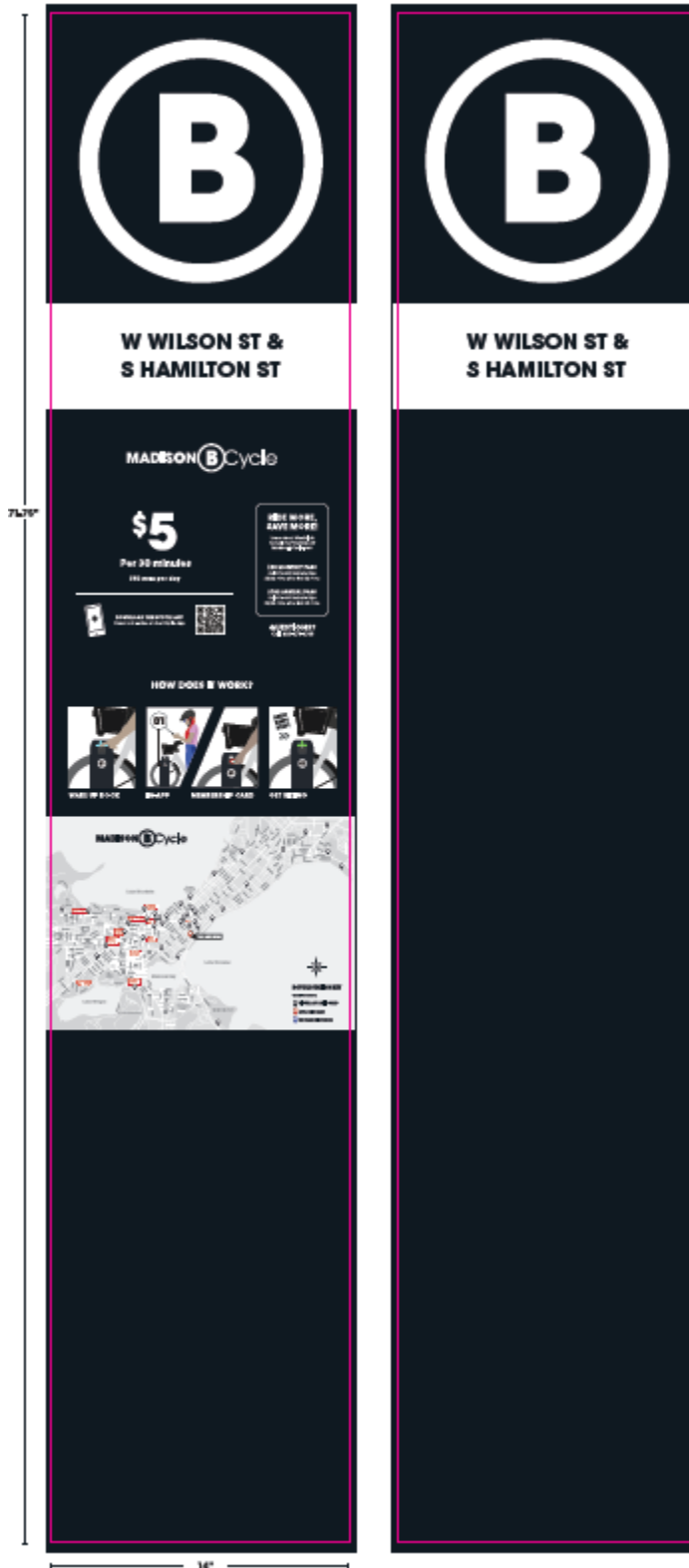


**3.0 DIMENSIONS**



**OPTIONAL BASEPLATE  
& WAYFINDING SIGN**







### FEATURES

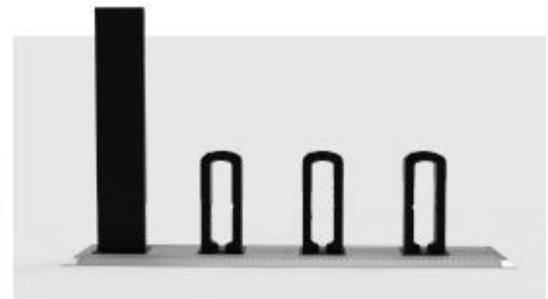
Designed to allow installation of 3.0 docks without the need for drilling into the substrate.

Base plates can be bolted to the substrate if desired, for fewer drilled holes per installation.

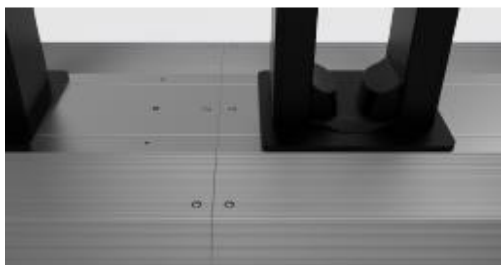


Modular configuration allows flexibility in station size.

Each set of plates supports 4 docks (single-sided), or 6 docks (double-sided).



Supports the 3.0 Wayfinding / AD Panel

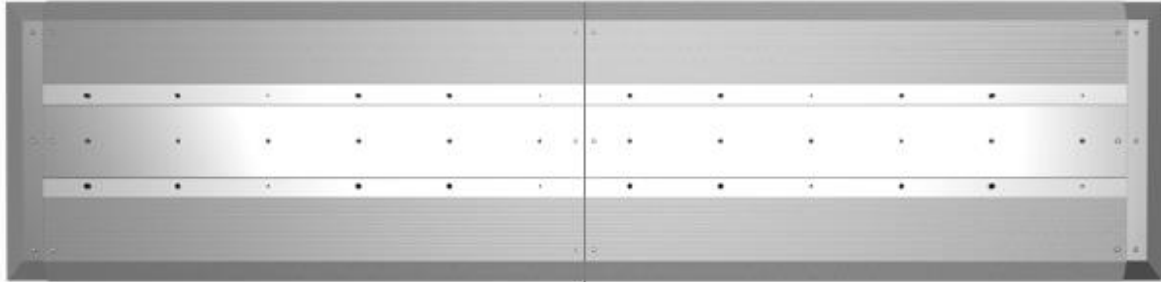


Manageable section sizes for easier handling at installation



Optional steel ballasts (enclosed in aluminum channels) give you the option to install baseplate without anchors.

**3.0 BASE PLATE SPEC SHEET** 



**BASE PLATE**

Material	Aluminum
Finish	Anodized
Fasteners	Stainless steel
Opt'l Ballast Weight (for non-bolted)	Steel, enclosed in aluminum channels
Configurations	Single-sided and Dual-sided

**DIMENSIONS**

Base Plate	31.4" (W) X 60" (L) x 1.75" (H)
Endcap	31.4" (W) X 4.5" (L)
Assembled Dimensions	31.4" (W) X 129" (L) X 1.75" (H)
Ballast	6" (W) x 11" (L) x 1" (H)
Weight of Ballast	19 lbs* per ballast. Each ballast kit contains 10 ballasts
Weight of Baseplate	77 lbs

**SUPPORTED EQUIPMENT**

3.0 Dock	(4) Single-sided –or– (6) Dual-sided
3.0 Wayfinding / AD panel	Takes the place of one dock, can be mounted parallel or perpendicular
Ballast Weights	Stabilizes the station without bolting to the ground substrate

**STATION SIZING**

A minimum of 2 plates is required to meet weight requirements.



Number of baseplates	Exact length required for baseplates (each is 60" and requires 4.5" endcaps at each end. Totalling 69")	Number of docks if single-sided (Requires 5'8" of depth space, plus a 4" back-up zone or 9'8" total)	Number of docks if double-sided (Requires 8'6" of depth space, plus two 4" back-up zones or 16'6" total)
2	129"	4	6
3	189"	6	9
4	249"	8	12
5	309"	10	15
6	369"	12	18
7	429"	14	21
8	489"	16	24
9	549"	18	27
10	609"	20	30

Note: Station specifications subject to change.

EXHIBIT D: FEE SCHEDULE

User Fees

1. Initial rates will be set as listed:
  - a. Walk Up Pass: \$7 per each 30 minutes; daily maximum is \$75
  - b. Monthly: \$30 for unlimited 30-minute trips, extra 30 minutes \$3 each
  - c. Annual: \$150 for unlimited 30-minute trips, extra 30 minutes \$3 each
  - d. Low Income: None currently proposed but the vendor is encouraged to support discounted accesses through bulk-member programs.
  - e. Students: None proposed but the vendor is encouraged to support discounted access through bulk-member programs.

MONTHLY	ANNUAL	WALK-UP PASS
\$30/month	\$150/year	\$7/30 minutes
Unlimited 30-min trips	Unlimited 30-min trips	Each 30 mins. is \$7
Extra 30 mins. \$3 ea.	Extra 30 mins. \$3 ea.	Daily max \$75

Walk-Up Fees, Monthly Fees, and Annual Fees to be charged by Vendor will be the same for all Participating Jurisdictions. Vendor may negotiate with Host Agency unique alternative or discounted rates for discrete groups of people (included, but not limited to, students and persons of low-income) or Special Event pricing for limited duration events.

2. User Fees shall not be modified for the first two years of the Agreement unless as described below in Paragraphs 4 and 5.
3. After Year Two, allowed increase for all rates of up to 10% per contract year in years 3-5 only, or CPI + 3%, whichever is less. If BCycle chooses not to increase rates in any contract years 3-5, **such rate increase may not be applied to any future contract years, nor may it be applied retroactively to the first two years of the Agreement.** CPI will be determined by the Bureau of Labor Statistics [CPI Summary Report for the San Francisco-Oakland-Hayward, CA](#) that is released in January of the following year.
4. Over the term of the Agreement, if annual bike fleet theft/vandalism (vandalism defined as rendering bikes inoperable) rate exceeds 10% of overall fleet (county wide), rates may increase beyond maximum identified in (1) by the amount needed to offset costs of fleet replacement beyond 10%. BCycle must

submit evidence of theft/vandalism to the Participating Jurisdictions for administrative approval of price change based on data provided.

5. Over the term of the Agreement, Vendor may request and negotiate for a further rate adjustment due to:

- a. Unexpected market conditions or forces such as local sales tax increases, unexpected market conditions, or increased tariffs for products .
- b. Proposed introduction of new products or features.

In support of a proposed rate adjustment, BCycle must submit evidence of costs associated with items listed in a and b above, which evidence may include data regarding actual program revenue compared with revenue projections, and assumed profits prior to program rollout, provided that all such evidence shall be treated as confidential and will not be made publicly available, except as may be required by applicable law. Negotiations shall consider data provided for associated costs and profit/loss statements for overall Regional Bikeshare Program.

6. Revenue Share for Contract Years 3-5:

- a. Vendor agrees to pay each Host Agency jurisdiction \$25 per dock for each dock assigned to the respective jurisdiction, if Vendor achieves a net profit margin of 10% or greater in the prior year. Vendor shall pay UCSC the \$25 per dock for each dock assigned to UCSC, regardless of whether Vendor’s net profit margin is 10% or greater, given UCSC’s waiver of a site license fee.

**Bicycle Licensing Fees:**

Individual Bicycle Licensing fees to track bicycle theft will not be charged by the Host Agency.

**User Penalty Fee schedule:**

**\$2,750 or documented cost for replacement of bike**

**Fees For Use of Public Property**

**[to be inserted by Individual Jurisdiction]**

- 1. Host Agency agrees to no additional fees or fee increases in first 2 years beyond the initial encroachment, planning, and/or University site license fee.

EXHIBIT E: WORK SCHEDULE

Week from Contract Execution	Tasks	Phase
Week 1	Begin work on selecting station sites	Implementation - Siting
Week 2	Post job for General Manager	Operations - Hiring
Week 3	Project Kickoff	Implementation
Week 3	Begin search for pre-launch office	Operations - Office/Warehouse
Week 3	Get updated quote for system insurance	Operations - Admin
Week 4	Provide list of preliminary station locations	Implementation - Siting
Week 4	Send site information on 5 locations to city	Implementation - Siting
Week 4	Update financials – budget	Operations - Admin
Week 4	Complete hiring schedule	Operations - Hiring
Week 5	Provide hit list for staging warehouse	Operations - Office/Warehouse
Week 5	Closing date for GM Applications	Operations - Hiring
Week 6	Schedule final interviews	Operations - Hiring
Week 6	Secure permanent office/shop/warehouse facility	Operations - Office/Warehouse
Week 7	Finalize system branding/logos	Implementation - Admin
Week 7	Post job for Operations Manager	Operations - Hiring
Week 7	Complete search for pre-launch office	Operations - Office/Warehouse
Week 8	Start date for GM	Operations - Hiring
Week 8	Start pre-launch office lease	Operations - Office/Warehouse
Week 9	Secure required insurance certificates	Operations - Admin
Week 9	Complete promotion/marketing plan	Operations - Marketing/Community Engagement



Week 10	Complete in-city site visits	Implementation - Siting
Week 10	Finalize design of RFIDs/FOBs	Implementation - Admin
Week 10	Hire Operations Manager	Operations - Hiring
Week 10	Finalize customer service plan (phone number, hours, etc.)	Operations - Customer Service
Week 11	Submit station permits to City	Implementation - Siting
Week 12	Finalize membership types and pricing	Operations – Admin
Week 13	Purchase/Lease service vehicles	Operations - Technical
Week 13	Start office/shop/warehouse facility lease	Operations - Office/Warehouse
Week 13	Secure staging warehouse facility and dumpsters	Operations - Office/Warehouse
Week 14	Secure approval on all station permits	Implementation - Siting
Week 14	Deliver Admin website	Implementation - Admin
Week 14	Deliver Admin website training	Implementation - Training
Week 14	Complete Stripe integration	Implementation - Admin
Week 15	Finalize all station artwork	Implementation - Product
Week 15	Finalize all bike artwork and print	Operations - Admin
Week 16	Complete office/shop/warehouse facility build-out	Operations - Office/Warehouse
Week 16	Finalize website content	Implementation - Admin
Week 16	Finalize user agreement	Implementation - Admin
Week 16	Finalize notifications on the Admin site	Implementation - Admin
Week 16	Finalize membership types and pricing in Admin Site	Implementation - Admin
Week 16	Start set-up in staging warehouse	Operations - Office/Warehouse
Week 16	Ship bikes to warehouse	Implementation - Product
Week 17	Finalize station configurations	Implementation - Siting

Week 17	Mobile App Live	Implementation - Admin
Week 17	Bikes arrive in warehouse	Implementation - Product
Week 17	Bike build training #1 - out of box	Implementation - Training
Week 18	Complete office/shop build-out and branding of service vehicles	Operations - Office/Warehouse
Week 18	Activate station cellular modem	Implementation - Admin
Week 18	Admin site training - customer service	Implementation - Training
Week 18	Admin site training - technicians	Implementation - Training
Week 19	Ship stations to warehouse	Implementation - Product
Week 19	Begin membership drives	Operations - Marketing/Community Engagement
Week 19	Complete station site prep	Implementation - Siting
Week 20	Stations arrive in warehouse	Implementation - Product
Week 20	Station/Bike technician training (operations & maintenance) - 3 days	Implementation - Training
Week 21	Finalize kiosk screen text	Implementation - Admin
Week 22	Begin station installations	Implementation - Product
Week 23	Complete station installations	Implementation - Product
Week 24	Tentative launch event	

EXHIBIT F: SERVICE LEVEL AGREEMENTS

**SERVICE LEVEL AGREEMENT**

<b>PERFORMANCE INDICATOR</b>	<b>DESCRIPTION</b>	<b>MEASUREMENT TOOL</b>	<b>SERVICE LEVEL REQUIREMENT</b>
SYSTEM AVAILABILITY: BIKES	PERCENTAGE OF BIKES IN SERVICE AND AVAILABLE	BCYCLE’S WEB-BASED ADMIN DATABASE	80% OF BIKES IN SERVICE ON AVERAGE PER MONTH
SYSTEM AVAILABILITY: STATION	PERCENTAGE OF STATIONS IN SERVICE AND AVAILABLE	BCYCLE’S WEB-BASED ADMIN DATABASE	95% OF STATIONS IN SERVICE ON AVERAGE PER MONTH
UNSCHEDULED REPAIRS: BIKES	TIME TO ADDRESS BICYCLE TECHNICAL ISSUE UPON NOTIFICATION	CUSTOMER SERVICE LOG AND BCYCLE’S WEB-BASED ADMIN DATABASE	ALL BIKES WITH REPORTED TECHNICAL ISSUES REPAIRED OR REMOVED FROM SERVICE WITHIN 24 HOURS OF REPORT.
UNSCHEDULED REPAIRS: DOCKS	TIME TO RESPOND TO DEFICIENT, DAMAGED, OR UNCLEAN STATION COMPONENTS UPON NOTIFICATION	CUSTOMER SERVICE LOG AND BCYCLE’S WEB-BASED ADMIN DATABASE	90% OF STATIONS WITH REPORTED ISSUES RESOLVED WITHIN 12 HOURS OF REPORT. ALL STATIONS WITH REPORTED TECHNICAL ISSUES THAT CANNOT BE FIXED ON SITE, DISABLED FROM SERVICE WITHIN 24 HOURS OF REPORT.

BICYCLE REDISTRIBUTION	DISTRIBUTE BIKES TO ENSURE SUFFICIENT BICYCLES ARE AVAILABLE THROUGHOUT THE REGION.	BCYCLE’S WEB BASED ADMIN DATABASE	ON A DAILY BASIS, 70% OF NUMBER OF BIKES DESIGNATED FOR A PARTICIPATING JURISDICTION ARE LOCATED WITHIN THE JURISDICTION BOUNDARY.
MOBILE APP IN SERVICE	PERCENT OF TIME THE MOBILE APP IS IN SERVICE AND AVAILABLE.	TIME WITHIN A MONTH	99% OF THE TOTAL TIME PER MONTH; EXCLUSIVE OF THE EXCLUDED DOWNTIME.
CUSTOMER SERVICE AVAILABILITY	VENDOR WILL MAINTAIN A FREE CUSTOMER CONTACT CENTER AND PROVIDE LIVE RESPONSE DAILY DURING BUSINESS HOURS; WITH 24-7 AFTER- HOURS MESSAGING SERVICES.	TIME	100% [EXCLUDING LIVE RESPONSE ON THANKSGIVING, FRIDAY AFTER THANKSGIVING, CHRISTMAS EVE, CHRISTMAS DAY, NEW YEAR’S DAY]
CUSTOMER SERVICE RESPONSE	RESPONSE TIME BETWEEN CUSTOMER INQUIRY OR COMPLAINT AND RESOLUTION PLAN.	TIME	24 HOURS

LOCAL STAFF AVAILABILITY	MINIMUM HOURS OF LOCAL STAFF OPERATION AVAILABILITY	SCHEDULE	MONDAY – FRIDAY  7AM – 6PM  SATURDAY-SUNDAY (AND FEDERAL HOLIDAYS)  9AM – 5PM  *HOURS MAY BE ADJUSTED BASED ON SEASONAL NEEDS AND RIDERSHIP PATTERNS
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1. REDISTRIBUTION. VENDOR WILL WORK WITH EACH PARTICIPATING JURISDICTION TO IDENTIFY ZONES AND HIGH PRIORITY AREAS. DISTRIBUTION WILL BE TIMED TO INCREASE THE PROBABILITY THAT EACH ZONE AND HIGH PRIORITY AREAS ARE MANAGED TO HAVE SUFFICIENT BICYCLES AND DOCKS AVAILABLE. VENDOR WILL CONTINUOUSLY MONITOR RIDERSHIP THROUGHOUT THE REGIONAL SYSTEM AND TAKE ACTIONS NECESSARY TO BALANCE THE FLEET TO MEET DEMAND AND ENSURE SERVICE TO UNDERSERVED AREAS WITHIN THE REGION. VENDOR SHALL PROVIDE INFORMATION TO THE PARTICIPATING JURISDICTIONS, AS REQUESTED, REGARDING THE EFFICACY OF VENDOR’S REDISTRIBUTION PRACTICES. VENDOR AGREES TO EXAMINE AND RESPOND TO THE JURISDICTION’S CONCERNS OR COMPLAINTS REGARDING FLEET DISTRIBUTION AND TAKE CORRECTIVE ACTION WHENEVER NECESSARY.

2 THE FOLLOWING CONSTITUTES “EXCLUDED DOWNTIME IS SCHEDULED MAINTENANCE AND DOWNTIME, AS WELL AS UNPLANNED EMERGENCY MAINTENANCE DOWNTIME RESULTING FROM FORCE MAJEURE EVENTS, INCLUDING ANY BCYCLE WIRELESS CARRIER CONNECTIVITY FAILURES. SCHEDULED MAINTENANCE WINDOWS ARE SCHEDULED PERIODS WHERE THE APPLICABLE SERVICES MAY NOT BE AVAILABLE IN ORDER FOR VENDOR TO CONTINUE TO BRING THE BEST POSSIBLE SERVICE, FEATURES, AND PERFORMANCE TO SUBSCRIBED USERS. SCHEDULED MAINTENANCE IS WHEN UPGRADES OR UPDATES NEED TO BE APPLIED (I.E. STANDARD SOFTWARE RELEASES, NON-CRITICAL SOFTWARE UPDATES). SCHEDULED MAINTENANCE SHALL BE DONE DURING THE HOURS OF 9PM AND 5AM.

TASK NAME	MAINTENANCE ACTION	STAFF SCHEDULED	SERVICE INTERVAL	BY WHOM
PREVENTATIVE MAINTENANCE INSPECTIONS	MINOR ON-SITE ADJUSTMENTS & REPAIRS, MAINTENANCE STANDARDS CHECKLIST, CLEANING (BIKES AND DOCKS), DOCK CHECK, BATTERY CHANGES & MAINTENANCE	DAILY	<u>EACH BIKE WILL BE SERVICED AT LEAST EVERY 30 DAYS</u>	SERVICE TECHNICIANS
REACTIVE MAINTENANCE	REPAIR BROKEN, DEFECTIVE, OR WORN PARTS AS REPORTED BY USERS.	AS NEEDED	AS NEEDED. UPON NOTIFICATION, BIKE SHALL BE REMOVED FROM AVAILABLE SERVICE WITHIN 24 HOURS	SERVICE TECHNICIAN
TUNE UPS	SCHEDULED AND PREVENTATIVE BICYCLE MAINTENANCE, REPLACE PARTS AS SCHEDULED .	ANNUAL	1X/BIKE/YEAR	SERVICE TECHNICIANS

STATION MONITORING	REALLOCATION, CUSTOMER SERVICE, DOCK CHECKS – ENSURE BIKES ARE ONLINE AND COMMUNICATING DOCK ISSUES	DAILY	DAILY	SERVICE TECHNICIANS/CUSTOMER SERVICE
KIOSK MANAGEMENT	SOFTWARE UPGRADES 7 DOCK MAINTENANCE	AS NEEDED	AS NEEDED	STATION AND FLEET MANAGER
UPGRADES, RETROFITS, AUXILIARY TASKS	ADDING UPGRADES, CHANGING PARTS, CHANGING SPONSOR DECALS	AS NEEDED	AS NEEDED	SERVICE TECHNICIANS
REPLACEMENT OF BICYCLES	BUILD NEW BICYCLES AND REPLACE	AS NEEDED	AS NEEDED.	SERVICE TECHNICIAN

## EXHIBIT G: INSURANCE REQUIREMENTS

**A. CERTIFICATE REQUIREMENTS**

The Host Agency will be issued a Certificate of Insurance (a Memorandum of Understanding will not be accepted) with the following minimum requirements:

- Certificate(s) will show current policy number(s) and effective dates,
- Coverage and policy limits will meet, or exceed, requirements below,
- The Certificate Holder will be the Host Agency: \_\_\_\_\_, Santa Cruz, CA 9506\_,
- Certificate will be signed by an authorized representative,
- An endorsement will be provided to show the Host Agency, its officers, officials, and employees as additional insureds.

**B. MINIMUM SCOPE AND LIMITS OF INSURANCE**

Vendor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. The Host Agency will be entitled to coverage for the highest limits maintained by Vendor. Coverage will be at least as broad as:

- **COMMERCIAL GENERAL LIABILITY (CGL): \$2,000,000 PER OCCURRENCE; \$2,000,000 AGGREGATE**  
Proof of coverage for \$2 Million per occurrence and \$2 Million in the aggregate, including products and completed operations, property damage, bodily injury, personal and advertising injury will be provided on Insurance Services Office (ISO) Form CG 00 01 covering CGL.
- **PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS): \$2,000,000 PER OCCURRENCE OR CLAIM, \$2,000,000 AGGREGATE.**

Vendor will maintain insurance appropriate to Vendor's profession; with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after date of completion of the services under this Agreement. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date or start of work date, Vendor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

- **AUTOMOBILE LIABILITY:**  
Proof of coverage for \$1,000,000 provided on ISO Form Number CA 00 01 covering any auto (Code 1), or if Vendor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), per accident for bodily injury and property damage.
- **WORKERS' COMPENSATION AS REQUIRED BY THE STATE OF CALIFORNIA, WITH STATUTORY LIMITS, AND EMPLOYER'S LIABILITY INSURANCE: \$1,000,000 per accident for bodily injury or disease.**  
The Worker's Compensation policy must be **endorsed** with a waiver of subrogation in favor of the Host Agency for all work performed by the Vendor and its employees.

- **For Data Security and Privacy Liability**

1. Vendor shall maintain one or more insurance policies -

**Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability Insurance** coverage in the amount of \$5,000,000 per occurrence or claim, \$10,000,000



aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this contract.

2. The policies shall include coverage for claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
3. The policies shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
4. The policies shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Host Agency in the care, custody, or control of the Vendor.

### C. OTHER INSURANCE PROVISIONS

If Vendor maintains broader insurance coverage and/or higher limits than the minimums shown above in section B, the Host Agency requires and shall be entitled to the broader insurance coverage and/or higher limits maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Host Agency.

The insurance policies are to comply with the following provisions:

- **ADDITIONAL INSURED STATUS**  
The Host Agency, its officers, officials, and employees are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage will be provided in the form of an **endorsement** to Vendor’s insurance at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of **both** CG 20 10 CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 (if a later edition is used).
- **PRIMARY COVERAGE**  
For any claims related to this Agreement, Vendor’s insurance coverage will be **primary** insurance as respects the Host Agency, its officers, officials, and employees. Any insurance or self-insurance maintained by the Host Agency will be excess of Vendor’s insurance and will not contribute with it.
- **NOTICE OF CANCELLATION**  
Each insurance policy required above shall state that the coverage shall not be canceled, except with notice to the Host Agency.
- **WAIVER OF SUBROGATION**  
Vendor hereby grants to the Host Agency a waiver of any right to subrogation, except as otherwise not applicable, which any insurer of said Vendor may acquire against the Host Agency by virtue of the payment of any loss, including attorney’s fees under such insurance. Vendor agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation, but this provision applies regardless of whether or not the Host Agency has received a waiver of subrogation endorsement from the insurer.
- **EXCESS LIABILITY/UMBRELLA INSURANCE POLICIES**  
The excess/liability policies will provide similar coverage as the primary CGL policy with no new exclusions - Excess liability insurance must **follow form** the terms, conditions, definitions, and exclusions

of the underlying CGL insurance. The excess/umbrella policy must also be written on a primary and noncontributory basis for an additional insured, and that it will apply before any other insurance that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that other insurance.

The policy regarding Limits of Insurance regarding Aggregates must provide that the aggregate limits if applicable shall apply in the same manner as the aggregate limits shown in the Schedule of the Underlying Insurance.

- **SELF-INSURED RETENTIONS**

Self-insured retentions must be declared to and approved by the Host Agency. Host Agency may require Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Host Agency.

- **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 Host Agency.

- **CLAIMS MADE POLICIES**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

- **VERIFICATION OF COVERAGE**

Vendor will furnish the Host Agency with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL Policy listing all policy endorsements to be approved by the Host Agency before work commences. However, failure to obtain the required documents prior to the work beginning will not waive the Vendor's obligation to provide them. The Host Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**D. SUBCONTRACTORS**

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Host Agency is an additional insured on insurance required from subcontractors.

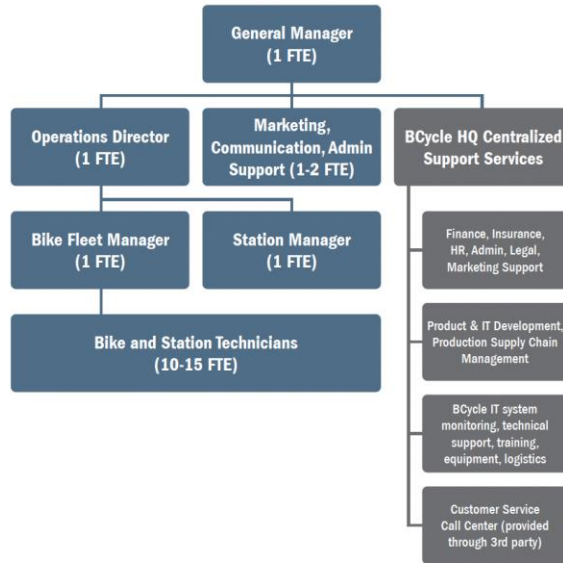
**E. SPECIAL RISKS/CIRCUMSTANCES**

Host Agency reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances and provide notice to Vendor.

EXHIBIT H: CONDITIONS OF USE OF PUBLIC PROPERTY AND PUBLIC RIGHT-OF-WAY

Participating Jurisdictions to insert example encroachment agreement here.

EXHIBIT I: PROPOSED VENDOR ORGANIZATIONAL CHART



The General Manager is responsible for overall program success including administration, operations, marketing, sponsorship, customer service, and public and community relations.

Reporting to the General Manager will be an Operations Director whose responsibilities include:

- Overall responsibility of system functionality including bicycle, station, and fleet functionality, availability, and service
- Operations team recruitment, hiring, training, scheduling, coaching, assessment
- Station siting, implementation, & installation
- Development and continuous improvement of operating plans and policies
- Complete and accurate record keeping and inventory management
- Coordination with operational call center processes
- Vehicle and facility maintenance, repair
- Emergency response planning



## Public Works Department

# Memo

To: Julia Moss, City Clerk  
From: Jessica Kahn, Public Works Director  
Date: January 12, 2023  
Re: Item 9.C: Medical Office Building Project at 5940 Soquel Avenue

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Staff is requesting that this item be pulled from the agenda and rescheduled for the February 9, 2023, City Council meeting to coincide with the hearings for this project scheduled on February 8, 2023 and February 14, 2023 by the County of Santa Cruz.

# Capitola City Council

## Agenda Report

**Meeting:** January 12, 2023

**From:** Public Works Department

**Subject:** Medical Office Building Project at 5940 Soquel Avenue



**Recommended Action:** Receive report and provide feedback regarding the proposed project mitigation measures for the Medical Office Building Project within the City limits.

**Background:** Pacific Medical Builders Santa Cruz, LLC (PMB) has proposed a 160,000-square-foot Medical Office Building Project (Project) at 5940 Soquel Avenue in the unincorporated Live Oak community in Santa Cruz County (County) at the southwest quadrant of the intersection of Soquel Avenue & Mattison Lane, which is approximately  $\frac{3}{4}$  miles west of the intersection of 41st Avenue and Soquel Avenue and  $\frac{3}{4}$  miles east of the intersection of Soquel Drive and Soquel Avenue.

The project proposes to construct a medical office building, containing approximately 160,000 square feet of gross building floor area, and a 730-vehicle parking garage. The outpatient facility's standard business hours will be from 8:30 AM to 5:30 PM Monday through Friday, except for urgent care, which is anticipated to operate 24 hours per day, 7 days per week. It is proposed that Kaiser Permanente will occupy the completed project if PMD is successful in obtaining project entitlements. The project site will fill a service gap that Kaiser Permanente currently has in the County, which causes many of its members to travel out of the County and to the Kaiser Permanente's facilities in the San Jose Metropolitan Area for health care. In June 2019 the City Council directed the City Manager to submit a letter regarding the traffic studies for the Project (Attachment 1). This letter requested the California Environmental Quality Act (CEQA) traffic study for the project include an analysis of all feasible measures to mitigate traffic impacts and facilitate regional traffic flow, including evaluating the impacts of opening 40th Avenue to through traffic.

40th Avenue was closed by the County at the County/City boundary at Deanes Lanes in the 1980's. The County of Santa Cruz has completed a Draft Environmental Impact Report (EIR) including a Transportation Impact and Operational Analysis (TIOA). The TIOA can be found online and the link to the document is listed as Attachment 2. Briefly, the TIOA concluded the impacts of the project could be mitigated by various mitigation measures, however the analysis also concluded that opening 40<sup>th</sup> would result in increased cut-through traffic and may require the signalization of the Clares Street and 40th Avenue intersection. Staff has reviewed these documents and has been in contact with County staff regarding the proposed Conditions of Approval for this project.

The Project is located outside of the Capitola city limits and is subject to approval by the Santa Cruz County Planning Commission and Board of Supervisors. However, there are known traffic impacts from the Project that will impact affect streets and intersections in the City of Capitola. The purpose of this items is to provide the City Council with the opportunity to review and comment on the current proposed project mitigation measures within the City.

**Discussion:** The TIOA has proposed mitigation measures that require the project sponsor to complete numerous mobility improvements including projects on Soquel Avenue / 40th Avenue & Gross Road, adjacent to the City limits, and 41st Avenue & Gross Road, within the City limits. The installation of all the recommended improvements below would reduce the travel time from the intersection of Soquel Drive and Rodeo Gulch Road to the southbound Highway 1 on-ramp from 8.15 minutes, under existing conditions, to 4.53 minutes.

*Soquel Avenue / 40th Avenue & Gross*

The project will install a diagonal diverter extending from the northwest corner to the southeast corner at this intersection (Attachment 3, Figure G1). The diverter will prevent cut-through traffic on Gross Road through the residential neighborhood and eliminate the congestion caused by the all-way stop at the intersection. Queues onto Soquel Avenue are expected to shorten with this improvement as traffic flow at the intersection would be governed by the signal at Gross Road & 41st Avenue where additional improvements are recommended.

As requested by the City, the TIOA also included an analysis on the removal of the road barrier on 40th Avenue at Deanes Lane. The analysis found the traffic that would use 40th Avenue instead of 41st Avenue would negligibly reduce the traffic congestion at the intersection of Gross Road and 41st Avenue. Removal of the barrier, with or without the installation of the diverter, would result in increased cut-through traffic from eastbound queues on Soquel Avenue and through the Gross Road neighborhood and make an eastbound right turn at Gross Road/ 40th Avenue. The removal of the barrier may also result in the need to signalize the intersection of Clares Street and 40th Avenue to accommodate the additional traffic demand. The intersection is already congested during peak shopping periods with the current all-way stop configuration.

Staff anticipates the County will include the improvements of the diagonal diverter in the Conditions of Approval for this project. Removal of the road barrier on 40th Avenue at Deanes Lane is not recommended at this time.

#### *41st Avenue & Gross Road*

The project will install overhead signs and roadway markings to improve lane selection for southbound Highway 1 and northbound Highway 1 movements and use on the eastbound approach of Gross Road (Attachment 3, Figure G3). The Project will also install a physical barrier between the limit line and the diverge of the Highway 1 southbound on-ramp on 41st Avenue. This barrier will prevent vehicles from jumping the queue for southbound on-ramp traffic and improve bicycle rider safety in the Class II bike lane at the Highway 1 southbound on-ramp at 41st Avenue.

The City recently completed the installation of an adaptive signal system along 41st Avenue, inclusive of the 41st Avenue and Gross Road intersection. The adaptive signal system provides better coordination of traffic flow along the corridor by measuring real time vehicular demand and adjusting signal timing in response. The new free flowing traffic from Gross Road will be detected by this system, reducing queue times.

Upon review of these proposed improvements, Staff submitted comments to the County regarding the proposed physical barrier between the limit line and the diverge of the Highway 1 southbound on-ramp on 41st Avenue. The traffic signal on 41st Avenue north of Gross Road will remain, however, traffic will not be able to change lanes past the intersection (Figure 1). This creates a perceived "free right turn" onto the on-ramp, which may present a hazard to pedestrians in the small crosswalk travelling north on 41st Avenue at the freeway onramp (Figure 2).



Figure 1. Location of physical barrier on 41<sup>st</sup> Avenue approaching Highway 1 southbound on-ramp



Figure 2. Location of physical barrier on 41<sup>st</sup> Avenue at Highway 1 southbound on-ramp

Staff anticipates the County will include the improvements of the overhead signs and roadway markings at 41st Avenue and Gross Road and the physical barrier on 41st avenue in the Conditions of Approval for this Project. Staff has requested that the County also include language to improve bicycle and pedestrian safety in the area of the Highway 1 southbound on-ramp.

The improvements of the overhead signs and roadway markings at 41st Avenue and Gross Road will require an encroachment permit from the City. The barrier installation would also require a Caltrans encroachment permit/approval. It can only be installed if approved by Caltrans. Dependent on the final



configuration of the Caltrans approved barrier, Staff will identify the specific bicycle and pedestrian safety improvements required to be installed by the Project applicant.

#### *Public Hearings*

This Project is being considered by the County Planning Commission on January 25, 2023. Staff will provide any updated information regarding County staff-proposed conditions and mitigation measures during the City Council meeting. Any decision made by the County Planning Commission may be appealed to the Board of Supervisors within 14 calendar days of action by the Planning Commission.

Fiscal Impact: Costs of the installation of improvements required by the County will be borne by the Project applicant.

#### Attachments:

1. Letter Regarding Traffic Studies for a Proposed Medical Office Building on Soquel Avenue (June 27, 2019)
2. Transportation Impact and Operational Analysis for the proposed Medical Office Building:  
<https://www.sccoplanning.com/Portals/2/County/Planning/env/Draft%20EIR%20appendix/App%20D%20-%20Transportation%20Analysis.pdf>
3. Diagonal Diverter & Wayfinding Signage Concept Layouts

Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Moss, City Clerk

Approved By: Jamie Goldstein, City Manager



# CAPITOLA CITY COUNCIL AGENDA REPORT

## MEETING OF JUNE 27, 2019

FROM: Public Works Department

SUBJECT: Consider Authorizing the City Manager to Sign a Letter Regarding Traffic Studies for a Proposed Medical Office Building on Soquel Avenue

**RECOMMENDED ACTION:** Authorize and direct the City Manager to sign a letter regarding the traffic studies underway for the proposed medical office building at 5940 Soquel Avenue in the County of Santa Cruz.

**BACKGROUND:** Pacific Medical Builders has proposed a 160,000-square-foot specialty medical office Building at 5940 Soquel Ave. in the unincorporated County of Santa Cruz. It is envisioned the project will be occupied by Kaiser Permanente. The facility will include advanced medical services, an urgent care clinic and medical offices. It is an outpatient facility, not a hospital. The 4.98-acre site is currently used as open storage. The project will include 720 parking spaces in a parking garage.

**DISCUSSION:** As part of the project application, a traffic study is in progress. Staff believes that study should analyze all feasible measures to mitigate traffic impacts and facilitate regional traffic flow, including evaluating the impacts of opening 40<sup>th</sup> Avenue at Deanes Lane to relieve congestion at the Gross Road and 41<sup>st</sup> Avenue intersection.

City staff believes this option should be included in the analysis and has drafted the attached letter to the County Planning Department requesting that it be included in the study.

**FISCAL IMPACT:** None.

**ATTACHMENTS:**

1. Draft Letter to County of Santa Cruz

Report Prepared By: Steve Jesberg  
Public Works Director

Kaiser Project Letter - 40th Avenue  
June 27, 2019

**Reviewed and Forwarded by:**



---

Jamie Goldstein, City Manager

6/21/2019

Kathleen Molloy, Director  
Santa Cruz County Planning Department  
701 Ocean St, Room 400  
Santa Cruz, CA 95060

Subject: Medical Office Building at 5490 Soquel Avenue  
Scope of Work of Environmental Review

Dear Ms. Molloy,

The City of Capitola has been provided an opportunity to meet with members of the project development team for the Medical Office Building located at 5490 Soquel Avenue. City staff appreciates the opportunity to provide early feedback into this important project, and its potential regional traffic impacts.

As you are aware, during the afternoon commute there is substantial queuing of cars along Soquel Avenue and Gross Road in the eastbound direction as cars seek access to 41<sup>st</sup> Avenue, Highway 1, Soquel Drive and other destinations. The proposed project will result in increased impacts to intersections along this route.

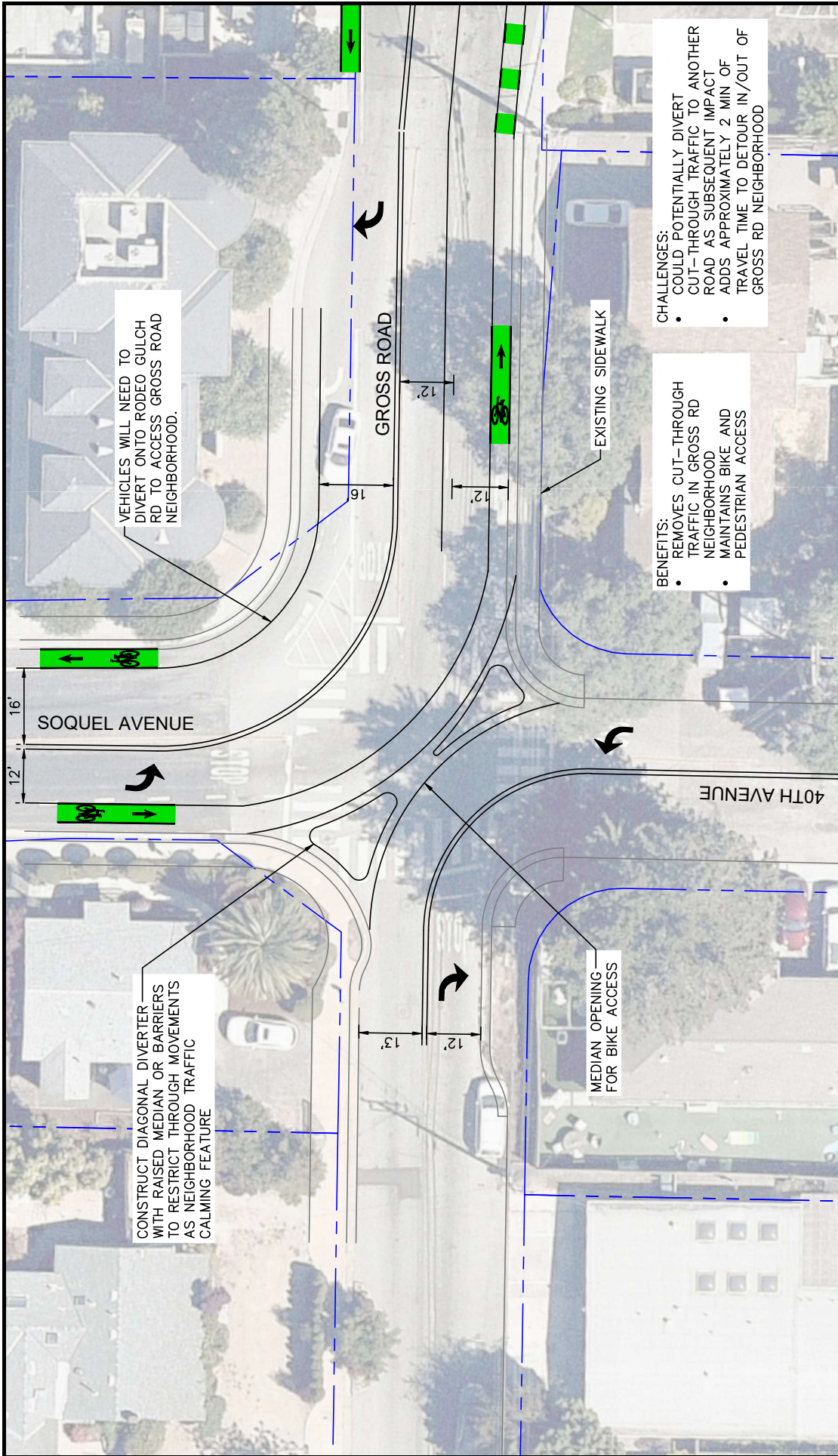
One mitigation measure that could help alleviate traffic impacts would be the removal of the road closure along 40<sup>th</sup> Avenue at County/City boundary at Deanes Lanes. Removing this closure along with other improvements in the area of Clares Street and 41<sup>st</sup> Avenue may be able to provide substantial relief and should be studied in the project's traffic analysis.

On behalf of the City Council of the City of Capitola, we ask that an analysis of opening 40<sup>th</sup> Avenue to through traffic be evaluated in the traffic mitigation analysis for this project.

Yours truly,

Jamie Goldstein  
City Manager

Attachment: Draft Letter to County of Santa Cruz (Kaiser Project Letter - 40th Avenue)



**FIGURE G1**

SANTA CRUZ COUNTY - DIAGONAL DIVERTER CONCEPT AT GROSS RD / 40TH

Item 9 C.

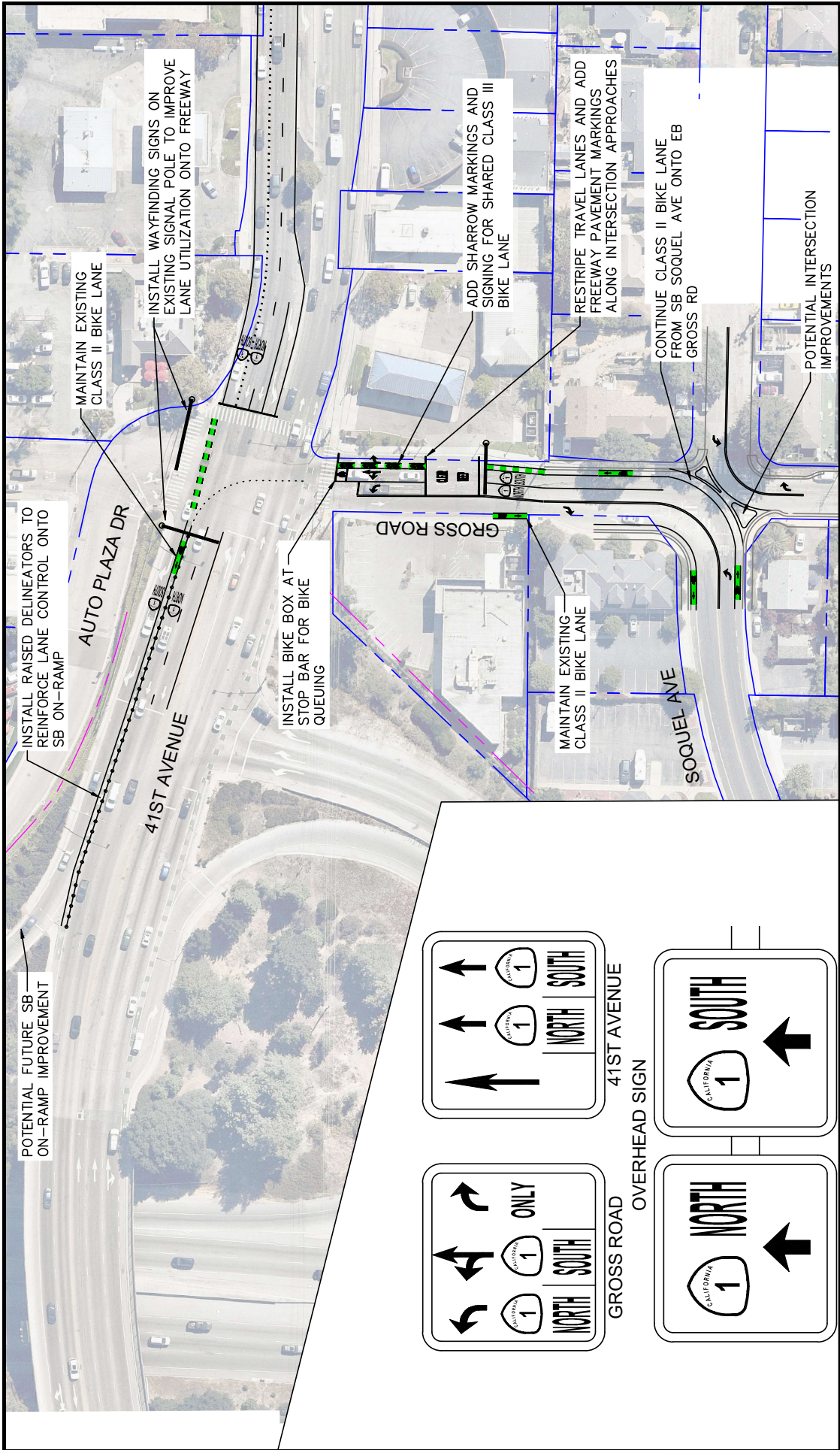
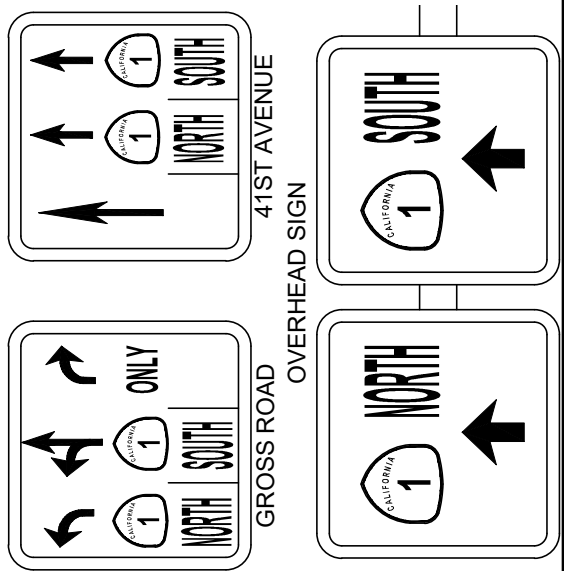
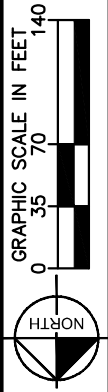


FIGURE G3

Item 9 C.

SANTA CRUZ COUNTY - INTERSECTION CONCEPT AT GROSS RD / 41ST

- APPROXIMATE R/W PER SANTA CRUZ COUNTY GIS



**Kimley»Horn**

XX-097XXXXX FEBRUARY 2019

# Capitola City Council

## Agenda Report

**Meeting:** January 12, 2023

**From:** City Manager Department

**Subject:** City Council Appointments to City Advisory Bodies



**Recommended Action:** Appoint City Council representatives to remaining County and Regional Boards, and appoint members of the public to the City of Capitola Advisory Bodies.

**Background:** City Council Members sit on several County and Multi-Jurisdiction boards, of which certain appointments need to be reviewed and updated. Table 1 lists the current County and Regional Board appointments, expiration dates, and next meeting dates. Appointments to some of these groups were made on December 8, 2022. Other bodies, specifically the Advisory Council of the Area Agency on Aging, Santa Cruz County Sanitation District, Library Financing Authority and Joint Powers Authority, and Santa Cruz METRO Board still require appointments.

The City also has two representatives on the Santa Cruz County Criminal Justice Council (CJC), those terms do not technically expire this year, however the Council may adjust CJC membership if so desired.

In addition, members of the public are appointed to the City's advisory bodies for terms, some of which expired in December 2022 and will require that the Council make reappointments or new appointments for the next term. Table 2 lists the advisory bodies with current vacancies.

**Discussion:** Staff recommends appointments to the following County and Multi-Jurisdiction groups:

Table 1: County and Regional Boards			
Board/Commission	Current Council Representative	Expiration Date	Next Meeting Date
<i>Advisory Council of the Area Agency on Aging</i>	Bertrand (No Alt. Appointed)	December 2022	January 18 <sup>th</sup> at 10 AM
<i>SCC Sanitation District</i>	Bertrand (Storey – Alt.)	December 2022	January 19 <sup>th</sup> at 4:45 PM
<i>Library Financing Authority</i>	Brown (Bertrand – Alt.)	December 2022 (Alt.)	January 25 <sup>th</sup> at 6 PM
<i>METRO</i>	Brown (Bertrand – Alt.)	December 2022 (Alt.)	January 28 <sup>th</sup> at 9 AM
<i>Library Advisory Commission</i>	Michael Termini	January 2023	January 9 <sup>th</sup> at 6:30 PM
<i>Integrated Waste Management Task Force</i>	Larry Laurent (Bertrand – Alt.)	December 2022	March 2 <sup>nd</sup> at 3 PM
<i>County Criminal Justice Council</i>	Brown (Keiser – Alt.)	December 2023	February 9 <sup>th</sup> at 3 PM

The following City advisory bodies currently have vacancies. Staff suggests making appointments to the following advisory bodies:

<b>Table 2: Vacancies on City Advisory Bodies</b>		
<b>Commission/Committee/Board</b>	<b>Term (Years)</b>	<b>Vacancies</b>
<i>Arts &amp; Cultural Commission</i>	2	2 Unscheduled Vacancy, 2 Regular Vacancies
<i>Commission on the Environment</i>	2	1 Unscheduled Vacancy, 4 Regular Vacancies
<i>Finance Advisory Committee</i>	2	1 Unscheduled Vacancy, 4 Regular Vacancies
<i>Historical Museum Board</i>	3	2 Unscheduled Vacancies
<i>Unscheduled Vacancies: vacancies occurred due to resignation, termination, etc. Regular Vacancies: terms expiring and available for appointment/reappointment.</i>		

Applications for membership on advisory bodies are accepted year-round and are valid for one year. Members who are currently serving on advisory bodies were notified of their term expiration and asked to notify staff if seeking reappointment.

As a part of the advisory body appointment process, staff published a regular vacancy notice on the City website and through social media, and an unscheduled vacancy notice in the Santa Cruz Sentinel. Attachment 1 outlines the current composition of each group, applicants seeking reappointment, new applicants, and the next meeting date for all groups with current vacancies. Attachment 2 includes the requests for reappointment and applications for appointments received on or before the printing of this agenda packet.

Fiscal Impact: None.

Attachments:

1. Advisory Body Composition
2. Advisory Group Applications and Requests for Reappointment

Report Prepared By: Julia Moss, City Clerk

Approved By: Jamie Goldstein, City Manager



# Capitola City Council

## Attachment to Agenda Report

**Meeting:** January 12, 2023

**From:** City Manager Department

**Subject:** Appointments to City Advisory Bodies – Attachment 1



<b>Key</b>
Applicants Seeking Reappointment
Applicants Leaving Office (Not Reapplying)
New Applicants
City Council Representatives

<b>Arts &amp; Cultural Commission</b>			
<p><i>The Arts and Cultural Commission is composed of 5 “at large” members, 1 artist, and 1 art professional. These members each serve a two-year term. The Commission also has one representative from the Planning Commission and one representative from the City Council. The next meeting of the Commission is February 14, 2023.</i></p>			
Commissioner Name	Appointed Date	Term Expiration	
Council Member Clarke	12/8/2022	Dec. 2023	
Courtney Christiansen – Planning Commission Representative	12/8/2022	12/31/2024	
Mary Beth Cahalen (At Large)	1/27/2022	12/31/2023	
Laurie Hill (At Large)	1/27/2022	12/31/2023	
James Wallace (At Large)	1/27/2022	12/31/2023	
Kelly Mozumder (Artist)	12/10/2020	12/31/2022	Seeking Reappointment
Roy Johnson (Art Professional)	12/10/2020	12/31/2022	Seeking Reappointment
Laura Alioto (At Large)	12/10/2020	12/31/2022	*Resigned
Susan McPeak (At Large)	12/10/2020	12/31/2022	*Resigned
Peter Wilk (At Large)	N/A	N/A	New Applicant

<b>Commission on the Environment</b>			
<i>The Commission on the Environment is composed of 4 members, each appointed by a City Council Member, and one City Council representative. These members each serve a two-year term. The Commission also has one representative from the City Council. The next meeting of the Commission is December 21<sup>st</sup>, 2022.</i>			
<b>Commissioner Name</b>	<b>Appointed Date</b>	<b>Term Expiration</b>	
Mayor Keiser	12/8/2022	Dec. 2023	
Meredith Keet (Storey)	1/14/2021	12/31/2022	Seeking Reappointment
Jason Shepardson (Brown)	3/24/2022	12/31/2022	Seeking Reappointment
Michelle Beritzhoff-Law (Brooks)	1/14/2021	12/31/2022	Seeking Reappointment
Peter Wilk (Bertrand)	1/14/2021	12/31/2022	Seeking Reappointment
Anthony Lacenere	N/A	N/A	New Applicant

<b>Finance Advisory Committee</b>			
<i>The Finance Advisory Committee is composed of 3 members appointed by the City Council and two business representatives who are nominated by the Capitola Chamber of Commerce and appointed by the City Council. These members each serve a two-year term. The Commission also has two representatives from the City Council. The next meeting of the Commission is December 20<sup>th</sup>, 2022.</i>			
<b>Commissioner Name</b>	<b>Appointed Date</b>	<b>Term Expiration</b>	
Council Member Pedersen	12/8/2022	Dec. 2023	
Vice Mayor Brown	12/8/2022	Dec. 2023	
Paul Estey (Bertrand)	1/14/2021	12/31/2022	
Alexander Pedersen (Business Rep.)	1/27/2022	12/31/2022	
Alexandra Dale (Business Rep.)	1/27/2022	12/31/2022	
Laura Alioto (Brown)	1/14/2021	12/31/2022	Seeking Reappointment
Anthony Rovai (Keiser)	1/14/2021	12/31/2022	Seeking Reappointment
Diana Varcados	N/A	N/A	New Applicant
Michelle Coffman	N/A	N/A	New Applicant
Enrique Dolmo	N/A	N/A	New Applicant
Dana Massopust	N/A	N/A	New Applicant
Peter Wilk	N/A	N/A	New Applicant

### Historical Museum Board

*The Historical Museum Board is composed of 7 members. These members each serve a three-year term. The next meeting of the Commission is January 5<sup>th</sup>, 2023.*

<b>Commissioner Name</b>	<b>Appointed Date</b>	<b>Term Expiration</b>	
John Mulry	8/25/2022	6/30/2024	
David Peyton	6/10/2021	6/30/2024	
Emmy Mitchell-Lynn	8/25/2022	6/30/2025	
Gordon van Zuiden	8/25/2022	6/30/2025	
Mary Hay	8/25/2022	6/30/2025	
Niels Kisling	8/25/2022	6/30/2025	*Resigned
Brian Legakis	6/10/2021	6/10/2024	*Resigned
Enrique Dolmo	N/A	N/A	New Applicant
Roger Wyant	N/A	N/A	New Applicant

## Moss, Julia

---

**From:** Kelly Mozumder <kelly.the.aztec@gmail.com>  
**Sent:** Friday, November 18, 2022 3:30 PM  
**To:** Bryant, Nikki  
**Cc:** Art and Cultural; Moss, Julia  
**Subject:** Re: remain on the commission?  
**Attachments:** image001.jpg

It is my intent to stay on the Commission.

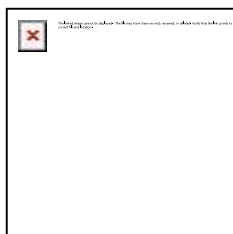
On Fri, Nov 18, 2022, 3:15 PM Bryant, Nikki <[nbryant@ci.capitola.ca.us](mailto:nbryant@ci.capitola.ca.us)> wrote:

Hello Commissioners,

It is the time for each of you to state your intent to remain on the commission or otherwise.

The City has a new City Clerk, Julia Moss, included in the CC. If you will please send an email to myself and Julia stating your intent for the upcoming cycle by Dec 6<sup>th</sup>.

Thanks,



Nikki Bryant LeBlond

Recreation Division Manager

Pronouns: she, her, hers

[nbryant@ci.capitola.ca.us](mailto:nbryant@ci.capitola.ca.us)

831-475-5935

## Moss, Julia

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**From:** Bryant, Nikki  
**Sent:** Tuesday, November 22, 2022 9:15 AM  
**To:** Moss, Julia  
**Subject:** FW: remain on the commission?

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**From:** roy Johnson <royslighting@gmail.com>  
**Sent:** Monday, November 21, 2022 7:30 AM  
**To:** Bryant, Nikki <nbryant@ci.capitola.ca.us>  
**Subject:** Re: remain on the commission?

Yes I would like to remain on the Art Commission

Thank you

Roy

On Fri, Nov 18, 2022 at 3:15 PM Bryant, Nikki <[nbryant@ci.capitola.ca.us](mailto:nbryant@ci.capitola.ca.us)> wrote:

Hello Commissioners,

It is the time for each of you to state your intent to remain on the commission or otherwise.

The City has a new City Clerk, Julia Moss, included in the CC. If you will please send an email to myself and Julia stating your intent for the upcoming cycle by Dec 6<sup>th</sup>.

Thanks,



Nikki Bryant LeBlond

Recreation Division Manager

Pronouns: she, her, hers

[nbryant@ci.capitola.ca.us](mailto:nbryant@ci.capitola.ca.us)

DEC 14 2022



# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission
  - Artist
  - Arts Professional
  - At Large
- Finance Advisory Committee
  - Business Representative
  - At Large
- Commission on the Environment
- Historical Museum Board
- Planning Commission
- Check if applying as youth member for any board
- Other Committee \_\_\_\_\_

Name: Wilk Peter  
Last First

Residential Neighborhood: Upper village

Occupation: Retired

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

On many boards historically -- demonstrated ability  
Former treasurer.

Love to be on these additional boards but  
don't want to bump any other qualified  
applicants

(Use additional paper, if necessary)

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

12/14/2022  
Date

[Signature]  
Signature of Applicant

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

**Moss, Julia**

---

**From:** Meredith Keet <meredith@ethossantacruz.com>  
**Sent:** Monday, December 5, 2022 5:41 PM  
**To:** Moss, Julia  
**Subject:** Re: FW: Membership on the COE

Hi Julia!

I apologize for the delay in response. I would like to continue on the COE if it is still possible.

On Thu, Dec 1, 2022 at 12:03 PM Moss, Julia <[jmoss@ci.capitola.ca.us](mailto:jmoss@ci.capitola.ca.us)> wrote:

Good afternoon,

I am just following up on my email below. Please let me know whether or not you are interested in serving another term on the Commission on the Environment. Thank you,

**Julia Moss**

City Clerk - City of Capitola

831.475.7300 x228

---

**From:** Moss, Julia <[jmoss@ci.capitola.ca.us](mailto:jmoss@ci.capitola.ca.us)>  
**Sent:** Tuesday, November 29, 2022 2:46 PM  
**To:** Moss, Julia <[jmoss@ci.capitola.ca.us](mailto:jmoss@ci.capitola.ca.us)>  
**Cc:** Uharriet, Danielle ([duharriet@ci.capitola.ca.us](mailto:duharriet@ci.capitola.ca.us)) <[duharriet@ci.capitola.ca.us](mailto:duharriet@ci.capitola.ca.us)>  
**Subject:** Membership on the COE

Good Afternoon-

I hope this email finds you well. I am reaching out to let you know that your term on the Commission on the Environment will expire on December 31<sup>st</sup>, 2022. The City Council will be meeting on December 8, 2022 to make appointments/reappointments for certain City advisory groups. **If you are interested in continuing to serve on the COE, please confirm your interest in reappointment via email by Thursday, December 1<sup>st</sup>.** If you will not be seeking reappointment, please let me know.

**Moss, Julia**

---

**From:** Jason Shepardson <jasonoshepardson@gmail.com>  
**Sent:** Thursday, December 1, 2022 12:49 PM  
**To:** Moss, Julia  
**Subject:** Re: Membership on the COE

Hi there,

Yes I would like to stay on the COE. Thank you.

Sincerely,

Jason Shepardson DPT, PT

On Tue, Nov 29, 2022, 2:45 PM Moss, Julia <[jmoss@ci.capitola.ca.us](mailto:jmoss@ci.capitola.ca.us)> wrote:

Good Afternoon-

I hope this email finds you well. I am reaching out to let you know that your term on the Commission on the Environment will expire on December 31<sup>st</sup>, 2022. The City Council will be meeting on December 8, 2022 to make appointments/reappointments for certain City advisory groups. **If you are interested in continuing to serve on the COE, please confirm your interest in reappointment via email by Thursday, December 1<sup>st</sup>.** If you will not be seeking reappointment, please let me know.

We would be glad to have you continue to serve as a Commissioner. I have [linked the application](#) in the event you would like to forward it to somebody you know.

Regards,

**Julia Moss**

City Clerk - City of Capitola

831.475.7300 x228



**Moss, Julia**

---

**From:** Michelle Beritzhoff-Law <m.beritzhofflaw@fishwise.org>  
**Sent:** Wednesday, November 30, 2022 7:48 AM  
**To:** Moss, Julia  
**Cc:** Uharriet, Danielle (duharriet@ci.capitola.ca.us)  
**Subject:** Re: Membership on the COE

Hi Julia,

I would love to seek a reappointment if possible.

Thank you for letting me know about this process.

Kind regards,  
Michelle

On Tue, Nov 29, 2022 at 2:45 PM Moss, Julia <[jmoss@ci.capitola.ca.us](mailto:jmoss@ci.capitola.ca.us)> wrote:

Good Afternoon-

I hope this email finds you well. I am reaching out to let you know that your term on the Commission on the Environment will expire on December 31<sup>st</sup>, 2022. The City Council will be meeting on December 8, 2022 to make appointments/reappointments for certain City advisory groups. **If you are interested in continuing to serve on the COE, please confirm your interest in reappointment via email by Thursday, December 1<sup>st</sup>.** If you will not be seeking reappointment, please let me know.

We would be glad to have you continue to serve as a Commissioner. I have [linked the application](#) in the event you would like to forward it to somebody you know.

Regards,

**Julia Moss**

City Clerk - City of Capitola

831.475.7300 x228

**Moss, Julia**

---

**From:** petergwilk@gmail.com  
**Sent:** Tuesday, November 29, 2022 3:16 PM  
**To:** Moss, Julia  
**Subject:** Re: Membership on the COE

Yes , I would like to continue

Sent from my iPhone

On Nov 29, 2022, at 2:45 PM, Moss, Julia <jmoss@ci.capitola.ca.us> wrote:

Good Afternoon-

I hope this email finds you well. I am reaching out to let you know that your term on the Commission on the Environment will expire on December 31<sup>st</sup>, 2022. The City Council will be meeting on December 8, 2022 to make appointments/reappointments for certain City advisory groups. **If you are interested in continuing to serve on the COE, please confirm your interest in reappointment via email by Thursday, December 1<sup>st</sup>.** If you will not be seeking reappointment, please let me know.

We would be glad to have you continue to serve as a Commissioner. I have [linked the application](#) in the event you would like to forward it to somebody you know.

Regards,

**Julia Moss**  
City Clerk - City of Capitola  
831.475.7300 x228

CITY OF CAPITOLA  
CITY CLERK

DEC 6 2022



# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission  
*[Artist; Arts Professional; At Large Member]*  
*Please underline category above.*
- Architecture & Site Committee  
*[Architect; Landscape Architect; Historian]*  
*Please underline category above.*
- Finance Advisory Committee  
*[Business Representative; At Large Member]*  
*Please underline category above.*
- Traffic & Parking Commission  
*[Village Resident; Village Business Owner; At Large Member]*  
*Please underline category above.*
- Historical Museum Board
- Planning Commission
- Library Advisory Committee
- Other Committee Commission on the Environment

Name: Lacener Anthony  
*Last First*

Residential Neighborhood: Capitola, CA - Francesco Circle neighborhood

Occupation: CEO, Entrepreneur

Describe your qualifications and interest in serving on this Board/Commission/Committee: Mr. Lacener  
holds a BA from The Johns Hopkins University with a focus on environmental economics. He is a Founder/CEO  
of several successful businesses focused on providing sustainable long term solutions to pressing environmental  
concerns. He received the 2013 Ernst and Young Entrepreneur of the Year award for founding Propel IT, whose  
technology has eliminated over 8 million metric tons of diesel fuel emissions across the United States.  
Mr. Lacener is currently developing environmentally sustainable products for the global yachting industry.  
Mr. Lacener is married and has two children who attend Soquel Elementary. He loves the ocean and his community.

(Use additional paper, if necessary)

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

December 6th, 2022  
Date

Anthony Z. Lacener  
Signature of Applicant

Email to: [cwoodmansee@ci.capitola.ca.us](mailto:cwoodmansee@ci.capitola.ca.us)

-OR- Mail/Deliver Application to:

Capitola City Hall

Attn: City Clerk

420 Capitola Avenue, Capitola, CA 95010

**Moss, Julia**

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**From:** Alioto, Laura  
**Sent:** Wednesday, November 2, 2022 7:25 PM  
**To:** Malberg, Jim  
**Subject:** Re: Finance Advisory Committee

Hi Jim,

Just let me know if we have to have meetings on Tuesdays exclusively.

I can make it but would be late if I continue on the committee.

Also, let me know what I need to fill out to continue to participate on the committee.

Thanks, Laura

On Tuesday, November 1, 2022, 10:21 AM, Malberg, Jim <jmalberg@ci.capitola.ca.us> wrote:

Good morning,

Attached are the zoom link and agenda for our FAC meeting tomorrow at 6:00 PM as well as the draft minutes from our meeting on July 19<sup>th</sup>. Please let me know if you have any questions.

Thanks – Jim

Jim Malberg is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/86542875531?pwd=L3czUGlCSGRXdUF0bUxBUXNpN25lQT09>

Meeting ID: 865 4287 5531

Passcode: 679745

One tap mobile

+14086380968,,86542875531#,,,,\*679745# US (San Jose)

+16694449171,,86542875531#,,,,\*679745# US

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 444 9171 US

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 719 359 4580 US

+1 689 278 1000 US

**Moss, Julia**

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**From:** Anthony Rovai  
**Sent:** Thursday, October 20, 2022 3:37 PM  
**To:** Malberg, Jim  
**Subject:** Accepted: Finance Advisory Coimmittee

Hi Jim,

I can serve for another term  
Thanks  
Anthony Rovai



# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission  
*[Artist; Arts Professional; At Large Member]*  
*Please underline category above.*
- Finance Advisory Committee  
*[Business Representative; At Large Member]*  
*Please underline category above.*
- Historical Museum Board
- Architectural & Site Committee  
*[Architect; Landscape Architect; Historian]*  
*Please underline category above.*
- Traffic & Parking Commission  
*[Village Resident; Village Business Owner; At Large Member]*  
*Please underline category above.*
- Planning Commission
- Other Committee \_\_\_\_\_

Name: \_\_\_\_\_ Varcados \_\_\_\_\_ Diana \_\_\_\_\_  
Last First

Residential Neighborhood: Depot Hill

Occupation: Retired

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

Please see attached document.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional paper, if necessary)

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

11/17/2022  
Date

[Signature]  
Signature of Applicant

**Mail or Deliver Application to:**  
Capitola City Hall  
Attn: City Clerk

420 Capitola Avenue, Capitola, CA 95010

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

## Capitola Finance Committee Application

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

For the last 23 years of my career, I was part of the Senior Management Team at the Rural Community Assistance Corporation (RCAC), a regional non-profit corporation based in West Sacramento, California, where I served as director of the Information Technology and Grants and Contracts Administration departments. I have a solid understanding of fiduciary responsibility, especially in the non-profit sector, and the role of boards and committees in assisting management with this responsibility. During my tenure at RCAC, I interacted closely with the Finance department from understanding RCAC’s financial statements to managing department budgets and budgets for numerous individual grants and contracts. I implemented RCAC’s current general ledger and effort reporting platform and designed many company-wide business solutions for the department.

RCAC is also a Community Development Financial Institution (CDFI) that lends money to disadvantaged communities through its revolving Loan Fund. I worked on a variety of data projects with the Loan Fund and have a good understanding of the lending process, especially the nuances of having federal and state funds as part of lending capital and how lending activities affect the balance sheet.

I have a Master of Business Administration degree from Sacramento State University, and have completed classes in accounting and economics, including Financial and Managerial accounting and micro and macroeconomics. I also managed the finances and books for our family cabin.

I am interested in joining this commission for a number of reasons. I grew up in Capitola and am very grateful to be back home, living in the house I grew up in, after residing in the Sacramento area for the last 37 years. Capitola is a unique place and I want to work to preserve and celebrate those things that make it special. I believe that having a solid financial foundation is integral to any organization’s success and I feel my professional and educational background will add value to the Finance Committee, and ultimately, the City of Capitola.

Thank you for your time and consideration.

Diana Varcados  
November 17, 2022

DEC 6 2022



# CITY of CAPITOLA

## BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission  
*[Artist; Arts Professional; At Large Member]*  
*Please underline category above.*
- Finance Advisory Committee  
*[Business Representative; At Large Member]*  
*Please underline category above.*
- Historical Museum Board
- Architectural & Site Committee  
*[Architect; Landscape Architect; Historian]*  
*Please underline category above.*
- Traffic & Parking Commission  
*[Village Resident; Village Business Owner; At Large Member]*  
*Please underline category above.*
- Planning Commission
- Other Committee \_\_\_\_\_

Name: \_\_\_\_\_  
Coffman Michelle  
Last First

Residential Neighborhood: \_\_\_\_\_

Occupation: Director of Fiscal Services, Live Oak School District

Describe your qualifications and interest in serving on this Board/Commission/Committee: I have a background in finance. I was a Financial Analyst for 22 years at the county office of education. I work on budget development, maintenance of the budget (budget monitoring), financial reports to federal, state and local entities. I have lived in the county my entire life. I have loved living in the city of Capitola since 2002. I have volunteered for many years for the Capitola Foundation (current board member), running the merchandise booth at the car show, and at the golf tournament. I would like to serve on the Finance Advisory Committee, and help the city council.

(Use additional paper, if necessary)

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

12/1/22  
Date

Michelle Coffman  
Digitally signed by Michelle Coffman  
Date: 2022.12.04 12:57:29 -08'00'  
Signature of Applicant

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

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





# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

CITY OF CAPITOLA  
CITY CLERK

DEC 9 2022

Application for:

- Art & Cultural Commission
  - Artist
  - Arts Professional
  - At Large
- Finance Advisory Committee
  - Business Representative
  - At Large
- Commission on the Environment
- Historical Museum Board
- Planning Commission
- Check if applying as youth member for any board
- Other Committee \_\_\_\_\_

Name:                 Dolmo Jr. Enrique                  
                                    *Last*                                    *First*

Residential Neighborhood: Riverview Terrance

Occupation: Union President, Athlectic Director, Campus Security and Transportation

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

(Use additional paper, if necessary)

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12/09/2022  
Date

Signature of Applicant

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12/09/2022

Dear Capitola City Council Members,

My name is Enrique Dolmo Jr, and I am interested in serving as a planning commissioner for the city of Capitola. I have lived in Capitola for 12 years with my wife and two young children. I currently work at New Brighton Middle School as the Classified Union President, Athletic Director, Campus Security and Transportation. I am inspired to get more involved with the city policies. I have seen the city change and grow in many important ways during my time here including the library and new business owners incentives.

A handwritten signature in black ink that reads "Enrique Dolmo Jr." The signature is written in a cursive style with a large initial 'E' and a long, sweeping tail on the 'Jr.'.



# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission  
[Artist; Arts Professional; At Large Member]  
Please underline category above.
- Finance Advisory Committee  
[Business Representative; At Large Member]  
Please underline category above.
- Historical Museum Board
- Architectural & Site Committee  
[Architect; Landscape Architect; Historian]  
Please underline category above.
- Traffic & Parking Commission  
[Village Resident; Village Business Owner; At Large Member]  
Please underline category above.
- Planning Commission
- Other Committee \_\_\_\_\_

Name: Massopust Dana  
Last First

Residential Neighborhood: 1905 Wharf Rd. Apt. C, Capitola, CA 95010

Occupation: Information Technology Manager

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

Please See attached letter

(Use additional paper, if necessary)

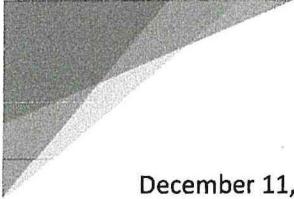
**Please Note:** Appointment to this position may require you to file a conflict of interest disclosure statement with the City Clerk. This information is a public record and these statements are available to the public on request.

12/11/2022  
Date

[Signature]  
Signature of Applicant

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

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December 11, 2022

City of Capitola  
Re: Application; Finance Advisory Committee

Dear City of Capitola,

As a long-term Capitola resident, I hope to serve on the City of Capitola Finance Advisory Committee. I hold a master's degree in public administration, and I believe public budgeting should continuously align with improving public services. I enjoy the financial budgeting process and would like to contribute to decisions that promote financial longevity and sustainability for the City of Capitola.

As a public and non-profit professional, my current and past working experience would align well with the responsibilities of serving on the Committee. Below are a few recent examples from my professional experience involving public and non-profit budgeting:

- IT Manager Business Operations Support; County of Santa Clara Valley Health Plan
  - As an IT Manager for Valley Health plan, I currently oversee the technical execution of critical business functions supporting the Finance Department.
- Member Services Director; Central California Alliance for Health
  - As the MS Director for a non-profit, publicly funded health plan, I facilitated two public forums, such as the Member Services Advisory Group and the Whole Child Model Family Advisory Committee. I obtained feedback from health plan members through these committees to improve services.
  - In addition, I developed, managed, and maintained an annual departmental budget of nearly 2 million dollars. This budget included administrative staff salaries and benefits and the oversight of critical vendor partnerships for the delivery of services.

My education and experience will help me serve as a diligent and informed advisor to the City of Capitola. I would be happy to share additional qualifications if necessary. I look forward to working with Council to maintain a financially healthy City of Capitola for years to come.

Warm regards,

**Dana Massopust, MPA**

Phone: (831) 332-9756

Email: [marcos.dana@yahoo.com](mailto:marcos.dana@yahoo.com)

LinkedIn: [www.linkedin.com/in/dana-massopust-marcos-mpa-4ab280197](http://www.linkedin.com/in/dana-massopust-marcos-mpa-4ab280197)

DEC 14 2022



# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission
  - Artist
  - Arts Professional
  - At Large
- Finance Advisory Committee
  - Business Representative
  - At Large
- Commission on the Environment
- Historical Museum Board
- Planning Commission
- Check if applying as youth member for any board
- Other Committee \_\_\_\_\_

Name: Wilk Peter  
Last First

Residential Neighborhood: Upper village

Occupation: Retired

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

on many boards historically -- demonstrated ability  
Former treasurer.  
Love to be on these additional boards but  
don't want to bump any other qualified  
applicants

(Use additional paper, if necessary)

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

12/14/2022  
Date

[Signature]  
Signature of Applicant

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12/09/2022

Dear Capitola City Council Members,

My name is Enrique Dolmo Jr, and I am interested in serving as a planning commissioner for the city of Capitola. I have lived in Capitola for 12 years with my wife and two young children. I currently work at New Brighton Middle School as the Classified Union President, Athletic Director, Campus Security and Transportation. I am inspired to get more involved with the city policies. I have seen the city change and grow in many important ways during my time here including the library and new business owners incentives.

A handwritten signature in black ink that reads "Enrique Dolmo Jr." The signature is written in a cursive style with a large initial 'E' and a long, sweeping tail on the 'Jr.'.



# CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

- Art & Cultural Commission
  - Artist
  - Arts Professional
  - At Large
- Finance Advisory Committee
  - Business Representative
  - At Large
- Commission on the Environment
- Historical Museum Board
- Planning Commission
- Check if applying as youth member for any board
- Other Committee \_\_\_\_\_

Name: Wyant Roger  
*Last First*

Residential Neighborhood: 2117 Francesco Circle, Capitola Ca 95010

Occupation: Agricultural Management

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

(Use additional paper, if necessary)

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

12/07/22  
Date

Roger W. Wyant  
Signature of Applicant

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**Moss, Julia**

---

**From:** roger wyant <haskinshillbilly@gmail.com>  
**Sent:** Wednesday, December 7, 2022 2:39 PM  
**To:** Moss, Julia  
**Subject:** [PDF] Fwd: Application for Historical Museum Board (Qualifications and Interest Statement) in body of email  
**Attachments:** application\_-\_rev.\_Museum.pdf

----- Forwarded message -----

**From:** roger wyant <[haskinshillbilly@gmail.com](mailto:haskinshillbilly@gmail.com)>  
**Date:** Wed, Dec 7, 2022 at 1:54 PM  
**Subject:** Application for Historical Museum Board (Qualifications and Interest Statement) in body of email  
**To:** <[jmoss@cl.capitola.ca.us](mailto:jmoss@cl.capitola.ca.us)>  
**Cc:** [electjoeclarke@gmail.com](mailto:electjoeclarke@gmail.com) <[electjoeclarke@gmail.com](mailto:electjoeclarke@gmail.com)>

Qualifications and Interest in serving on the Capitola Historical Museum Board:

I've lived in Capitola for 25 years and have enjoyed the museum and the history of Capitola. Three years ago my family purchased the Henry Van Syckle House built in 1887 on Cherry Ave in Capitola. The previous owner, Dan Kriege has shared with us the rich history of the property and Capitola. For the past 50 years I have studied the history of the San Mateo County Coastside where I was raised and my family settled.

I have extensive Board experience as the manager of the Processing Strawberry Advisory Board, a California State Marketing Order for 19 years. I have also served as an Alternate Board member on the California Strawberry Commission, as well as Vice- Chairman of the Processing Strawberry Advisory Board.

I will be semi-retired in early 2023 and hope to serve Capitola as a Museum Board Member.

Roger Wyant