

City of Capitola

City Council Meeting Agenda

Thursday, May 11, 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, Alexander Pedersen

Closed Session – 5 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. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (§ 54957(b))
City Council's Performance Evaluation of the City Manager

Regular Meeting of the Capitola City Council – 6 PM

All correspondence 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, Joe Clarke, Alexander Pedersen, Kristen Brown and Mayor Margaux Keiser.

2. Additions and Deletions to the Agenda

3. Report on Closed Session

4. Additional Materials

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

[A.](#) Item 7A - Updated 5/3/2023 Minutes

5. 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.*

6. Staff / City Council Comments

Comments are limited to three minutes.

7. Consent Items

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

A. Consider and Approve 4/27/2023 & 5/3/2023 City Council Meeting Minutes

B. Lifeguard Service Policy & Procedures

Recommended Action: Authorize staff to submit the Capitola Seasonal Lifeguard Policy and Procedure Manual as a part of the City’s application for USLA Open Water Lifeguard Agency Certification.

C. Administrative Policy III-1: Investment Policy

Recommended Action: Approve the City’s Investment Policy, as recommended by the Finance Advisory Committee.

D. Annual Military Equipment Use Report

Recommended Action: Adopt a resolution renewing Chapter 2.60 of the Capitola Municipal Code, Capitola Military Equipment Use Policy 709, and finding that the annual Military Equipment Report complies with the standards of approval outlined in Government Code Section 7071(d).

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. Capitola Wharf Resiliency and Public Access Improvement Project

Recommended Action: 1) Approve the plans, specifications, and estimate for construction for the Capitola Wharf Resiliency and Public Access Improvement Project, Phase 2, and authorize Public Works staff to advertise for construction bids; and 2) authorize Amendment 3 to the Professional Services Agreement with Moffatt & Nichol in the amount of \$133,000 for concept design and engineering for the Wharf Rehabilitation Project, Phase 2.

B. 930 Rosedale Avenue Cabrillo Mobile Home Park Update

Recommended Action: Receive staff presentation.

C. City Hall Needs Assessment and Alternatives Analysis

Recommended Action: Authorize staff to issue a Request for Proposals for a City Hall Needs Assessment and Alternatives Analysis Report.

9. Adjournment

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: <https://us02web.zoom.us/j/83328173113?pwd=aVRwcWN3RU03Zzc2dkNpQzRWVXAydz09>

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

Notice regarding City Council: The City Council meets on the 2nd and 4th Thursday of each month at 6:00 p.m. in the City Hall Council Chambers located at 420 Capitola Avenue, Capitola.

Agenda and Agenda Packet Materials: The City Council Agenda and the complete Agenda Packet are available for review on the City’s website: www.cityofcapitola.org and at Capitola City Hall prior to the meeting. Agendas are also available at the Capitola Post Office located at 826 Bay Avenue Capitola. Need more information? Contact the City Clerk’s office at 831-475-7300.

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

Americans with Disabilities Act: Disability-related aids or services are available to enable persons with a disability to participate in this meeting consistent with the Federal Americans with Disabilities Act of 1990. Assisted listening devices are available for individuals with hearing impairments at the meeting in the City Council Chambers. Should you require special accommodations to participate in the meeting due to a disability, please contact the City Clerk’s office at least 24 hours in advance of the meeting at 831-475-7300. In an effort to accommodate individuals with environmental sensitivities, attendees are requested to refrain from wearing perfumes and other scented products.

Televised Meetings: City Council meetings are cablecast “Live” on Charter Communications Cable TV Channel 8 and are recorded to be rebroadcasted at 8:00 a.m. on the Wednesday following the meetings and at 1:00 p.m. on Saturday following the first rebroadcast on Community Television of Santa Cruz County (Charter Channel 71 and Comcast Channel 25). Meetings are streamed “Live” on the City’s website at www.cityofcapitola.org by clicking on the Home Page link “**Meeting Agendas/Videos.**” Archived meetings can be viewed from the website at any time.

City of Capitola Special City Council Meeting Minutes Wednesday, May 03, 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, Alexander Pedersen

1. Roll Call and Pledge of Allegiance – *The meeting was called to order at 6:01 PM. In attendance: Council Members Brooks, Clarke, Pedersen, Brown, and Mayor Keiser.*

2. Additions and Deletions to the Agenda – *None*

3. Additional Materials – *None*

4. Oral Communications by Members of the Public

- Goran Klepsik, resident, spoke about vandalism at Jade Street Park.

5. Staff / City Council Comments

- *City Manager Goldstein reminded the City Council Members how to use the new microphone system within the Chambers.*
- *Vice Mayor Brown reminded the public that May is Community Action Month.*

6. General Government / Public Hearings

A. Presentation of the Proposed Fiscal Year 2023-24 Budget

Recommended Action: Receive the proposed budget, provide staff direction, and continue budget deliberations to the next joint budget hearing scheduled on May 18, 2023.

Finance Director Malberg and City Manager Goldstein presented the staff report.

Council Members discussed funding allocations for mall redevelopment efforts, recommendations from the Finance Advisory Committee, and potential revenue from parking and traffic changes.

Public Comment:

- Gerry Jensen, resident, spoke about allocation of funding for a parking and safety study related to changes in housing density.

The City Council authorized the City Manager and Finance Director to purchase one replacement vehicle for the Recreation Division in advance of the FY 2023-24 Budget approval.

7. Adjournment – Adjourned at 7:43 PM to the next regularly scheduled meeting on May 11, 2023.

ATTEST:

Julia Moss, City Clerk

Margaux Keiser, Mayor

Capitola City Council Agenda Report

Meeting: May 11, 2023

From: City Manager Department

Subject: Consider and Approve 4/27/2023 & 5/3/2023 City Council Meeting Minutes



Recommended Action: Approve minutes from the regular meeting on April 27, 2023 and the special meeting on May 3, 2023.

Background: Attached for Council review and approval are the draft minutes from the regular City Council meeting on April 27, 2023, and special meeting on May 3, 2023.

Attachments:

1. 4/27/2023 Regular Minutes
2. 5/3/2023 Special Minutes

Report Prepared By: Julia Moss, City Clerk

Approved By: Jamie Goldstein, City Manager

City of Capitola

City Council Meeting Minutes

Thursday, April 27, 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, Alexander Pedersen

Regular Meeting of the Capitola City Council – 6 PM

1. Roll Call and Pledge of Allegiance

The meeting was called to order at 6:03 PM. In attendance: Council Members Brooks, Clarke, Pedersen, Brown, and Mayor Keiser.

2. Additions and Deletions to the Agenda – None

3. Presentations

A. *Sergeant Evans, Officer Gonzalez, and Officer Sherin from the Police Department presented information on pedestrian and e-bike safety.*

4. Additional Materials – None

5. Oral Communications by Members of the Public – None

6. Staff / City Council Comments

- *Community Development Director Herlihy provided information on the Housing Element Update.*
- *Council Member Brooks shared a funding opportunity from the Monterey Bay Marine Sanctuary Foundation to establish an educational signage component on the Capitola Wharf.*
- *Vice Mayor Brown thanked staff for their work on projects listed on the Consent Calendar and shared an update on RTC projects within the County.*
- *Mayor Keiser thanked the Public Works Department for their work to prepare the City for summer.*

7. Consent Items

- A. Consider and Approve 4/13/2023 City Council Meeting Minutes
- B. Approval of City Check Registers
Recommended Action: Approve check registers dated March 17, 2023, March 31, 2023, and April 14, 2023.
- C. Broadband Middle Mile Network Project
Recommended Action: Authorize a consolidated coastal development permit for the Regional Broadband Middle Mile Project.
- D. Regional Bikeshare Contract Amendment

Recommended Action: Authorize City Manager to sign Amendment 1 to the Professional Service Agreement with BCycle for a regional bikeshare program to modify the required aggregate insurance coverage for cyber liability from \$10 million to \$5 million.

E. Conflict of Interest Code

Recommended Action: Adopt a resolution amending the City of Capitola’s Conflict of Interest Code to reflect the current organizational structure.

F. California Assembly Bill 953

Recommended Action: Authorize the Mayor to sign a letter in support of California Assembly Bill 953, which proposes a voluntary vessel speed reduction and sustainable shipping program.

G. Surplus Sale and Purchase of City Vehicles

Recommended Action: Declare two Police Department vehicles as surplus property and authorize the sale of the vehicles; authorize the City Manager to purchase a replacement vehicle in an amount not to exceed \$55,000; and adopt a resolution amending the Fiscal Year 2022-23 Adopted Budget.

H. Stockton Avenue Bridge Repairs Design Contract

Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with Moffatt and Nichol in an amount not to exceed \$34,488 for design, permitting, and construction support services for the repair of for the Stockton Avenue Bridge in substantially similar form, as approved by the City Attorney, as the attached agreement.

I. 401 Capitola Avenue Appeal

Recommended Action: Adopt a resolution upholding the Planning Commission’s decision to deny Application #22-0282 and approving a modified Conditional Use Permit and Coastal Development Permit for an existing takeout establishment to allow beer and wine sales for onsite consumption at 401 Capitola Avenue (Capitola Tap House).

Motion to approve the Consent Calendar: Vice Mayor Brown

Seconded: Council Member Brooks

Voting Yea: Council Members Brooks, Clarke, Pedersen, Brown, and Mayor Keiser.

8. General Government / Public Hearings

A. Administrative Policy I-7: Memorial Program

Recommended Action: Consider options for memorial plaques currently installed on the Capitola Wharf; review and approve changes to Administrative Policy I-7: Memorial Program.

Assistant to the City Manager, Chloe Woodmansee, presented the staff report.

Council Member discussion included suggestions for outreach to memorial plaque purchasers, clarification of a timeline for the addition of a design element for the Wharf, and the creation of a comprehensive City Memorial Program.

Public Comment:

- ***Caroline Oakland, resident, spoke about memorial benches on the Wharf.***
- ***Valerie Levitt, resident, spoke in favor of Option 3 for the memorial plaques on the Wharf.***
- ***Alicia Trost, resident, spoke in favor of Option 3 for the memorial plaques on the Wharf.***

- **Steph Christman, resident, spoke in favor of Option 3 for the memorial plaques on the Wharf.**
- **Roxanne Hovio, resident, spoke in favor of Option 3 for the memorial plaques on the Wharf.**
- **Patty and Steve, residents, thanked staff for their efforts to communicate with plaque purchasers.**

Direction provided to staff to issue a survey to memorial plaque purchasers and obtain feedback, and to reimagine a Comprehensive Memorial Program as a FY 2023-24 Goal.

- B. Administrative Policy on Training and Travel for Public Officials
Recommended Action: Approve an administrative policy to formalize the process for public officials to receive reimbursement for training and travel.

Assistant to the City Manager, Chloe Woodmansee, presented the staff report.

Motion to approve the administrative policy: Vice Mayor Brown

Seconded: Council Member Clarke

Motion amended to include City Council approval of out of state travel: Mayor Keiser

Voting Yea: Council Members Brooks, Clarke, Pedersen, Brown, and Mayor Keiser

- C. Administrative Policy on Additional Materials
Recommended Action: Approve an administrative policy to outline the process for receiving, recording, and distributing additional materials related to the City Council or Planning Commission agendas.

City Clerk Moss presented the staff report.

Motion to approve the administrative policy: Council Member Brooks

Seconded: Vice Mayor Brown

Voting Yea: Council Members Brooks, Clarke, Pedersen, Brown, and Mayor Keiser

9. Adjournment – *Adjourned at 7:55 PM to a special meeting at 6:00 PM on May 3, 2023.*

City of Capitola

Special City Council Meeting Minutes

Wednesday, May 03, 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, Alexander Pedersen

Special Meeting of the Capitola City Council – 6 PM

1. **Roll Call and Pledge of Allegiance** – *The meeting was called to order at 6:01 PM. In attendance: Council Members Brooks, Clarke, Pedersen, Brown, and Mayor Keiser.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Additional Materials** – *None*
4. **Oral Communications by Members of the Public**
 - Goran Klepsik, resident, spoke about vandalism at Jade Street Park.
5. **Staff / City Council Comments**
 - *City Manager Goldstein reminded the City Council Members how to use the new microphone system within the Chambers.*
 - *Vice Mayor Brown reminded the public that May is Community Action Month.*
6. **General Government / Public Hearings**
 - A. Presentation of the Proposed Fiscal Year 2023-24 Budget
Recommended Action: Receive the proposed budget, provide staff direction, and continue budget deliberations to the next joint budget hearing scheduled on May 18, 2023.

Finance Director Malberg and City Manager Goldstein presented the staff report.

Council Members discussed funding allocations for mall redevelopment efforts, recommendations from the Finance Advisory Committee, and potential revenue from parking and traffic changes.

Public Comment:
 - Gerry Jensen, resident, spoke about allocation of funding for a parking and safety study related to changes in housing density.
7. **Adjournment** – Adjourned at 7:43 PM to the next regularly scheduled meeting on May 11, 2023.

Capitola City Council

Agenda Report

Meeting: May 11, 2023

From: City Manager Department/Recreation Division

Subject: Lifeguard Service Policy & Procedures



Recommended Action: Authorize staff to submit the Capitola Seasonal Lifeguard Policy and Procedure Manual as a part of the City's application for USLA Open Water Lifeguard Agency Certification.

Background: On June 23, 2022, the City Council approved the Fiscal Year 2022-23 Budget which included the development of a City-run Lifeguard Program. Previously, the City contracted with the City of Santa Cruz Fire Department (Santa Cruz) for lifeguard services, which began in 2012 and ended in September 2022. On July 28, 2022, the City Council approved a permanent position in the Recreation Division, Recreation Coordinator: Beach Lifeguard Services, to assist in the development and supervision of the Capitola Lifeguard Service.

Discussion: The City intends to apply for USLA Lifeguard Agency Certification in September 2023. USLA is a national organization that certifies lifeguard agencies and ensures that their training program meets or exceeds USLA standards. The application process requires the City develop a training program appropriate for the conditions and geographic features of the area, establish policies and procedures that support USLA guidelines, identify required equipment, and establish staff qualifications for training and supervision of the operation.

City staff developed the attached "Seasonal Lifeguard Policy and Procedure Manual" to comply with USLA application requirements. The Manual has been reviewed by the Capitola Police Department along with input from Santa Cruz Fire and Central Fire District.

Future revisions of this document will be revised administratively.

Fiscal Impact: None

Attachments:

1. Capitola Seasonal Lifeguard Policy and Procedures Manual

Report Prepared By: Nikki Bryant LeBlond, Recreation Division Manager

Reviewed By: Julia Moss, City Clerk

Approved By: Jamie Goldstein, City Manager



100.1 PREFACE

In carrying out the mission of the Capitola Lifeguard Service, it is our responsibility to provide public safety services to the community with the highest level of integrity and professional standards possible. The policy and procedures contained in this manual are designed to afford both employees and the public consistency in the deliverance of public service.

This document to be known as the Capitola Lifeguard Service Manual has been prepared as a guide to assist all employees of the lifeguard service in implementing the program's mission. While many of the procedures are specific in nature, it must be understood that this manual does not attempt to dictate how every situation must be handled. It is impossible to produce a document that is all inclusive. Employees must base their conduct and action in each instance based upon the facts of the situation as they reasonably appear, relying upon experience, training, and judgement. It shall be the responsibility of each Beach Lifeguard, Lifeguard Lieutenant and employee of Capitola Lifeguard Service to become familiar with its contents.

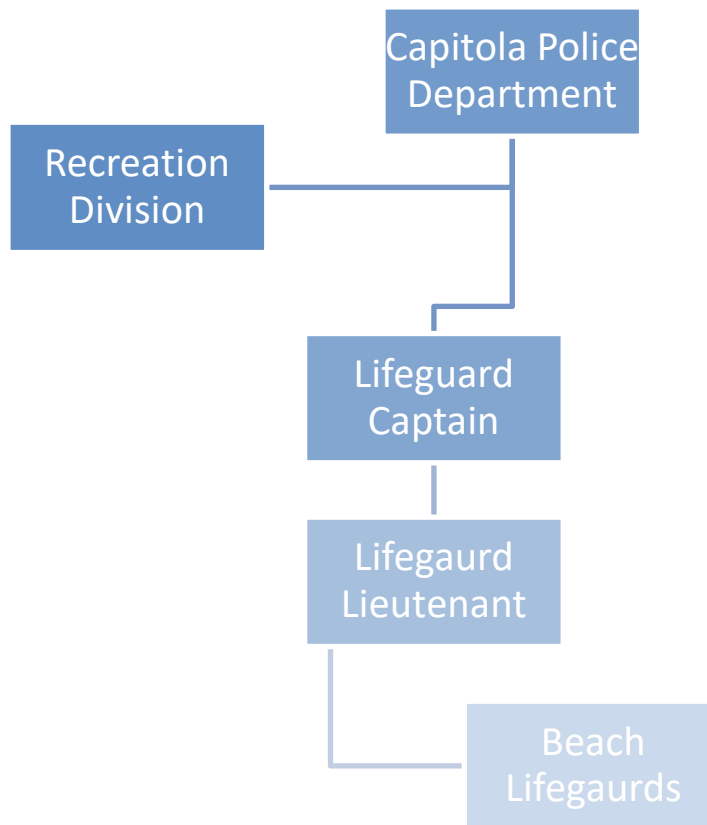
The scope of information contained herein is subject to a multitude of sources requiring update, revision or interpretation. These sources shall include, but not be limited to, service rules, regulations and directives, or other documents as may be issued by higher authority related to our Services' operations or activities. Periodic changes, revisions or additions may be published from the office of the Lifeguard Captain, which shall be the only authorized entries to be added into this manual. If any section or provision of this Manual is, for any reason, held to be invalid, the remainder of the manual shall not be affected.

100.1.1 MISSION STATEMENT

To provide a highly visible and responsive lifeguard service with the highest level of integrity and professional standards to our community.

100.2 PURPOSE AND SCOPE

The Capitola Lifeguard Service is a program within the Capitola Recreation Division and functions operationally under the Capitola Police Department. The City of Capitola is within the Central Fire District, a special fire district separate from City services. The Service is primarily responsible for safeguarding the public's use of City beaches with two (2) towers positioned on the beach. Personnel effect preventative safety actions, perform water rescues, provide emergency medical aid, handle missing persons reports and educate on rules and regulations. The Service operates throughout the year, with the majority of the staff on duty from Memorial Day weekend to Labor Day Weekend. The following chart outlines the structure of the Capitola Lifeguard Service, within the City of Capitola.



100.2.1 HOURS OF OPERATION

The Lifeguard Service primarily operates from Memorial Day Weekend to Labor Day Weekend, seven (7) days a week from 0900 hours to 1900 hours. Actual hours and number of staff working will vary depending on crowd and beach conditions. Outside of the summer season Special Event Permits are issued to event producers which require Lifeguard Services. Employees are scheduled based on the Event Schedule published by Capitola Police Department.

100.2.2 COMMAND STRUCTURE

The Lifeguard Captain exercises command over all Lifeguard personnel in the program. During planned absences the Lifeguard Captain will designate a Lifeguard Lieutenant to serve as the acting Lifeguard Captain.

The Capitola Lifeguard Service functions operationally under the authority of the Capitola Chief of Police and administratively under the supervision of the Recreation Division Manager.

100.3 EMPLOYMENT

The following constitutes the policy regarding employment with the Lifeguard Service. The City of Capitola is committed to all potential applicants and employees without regard to an individual's race, religion, color, sex, gender identity/ expression, genetic information, sexual orientation, national origin, ancestry, citizenship status, uniformed service member status, marital status, pregnancy, age, medical condition and physical or mental disability. All employment decisions shall be made on the basis of merit and in conformity with applicable state and federal laws.



100.3.1 EMPLOYMENT SELECTION

Selection for employment will be conducted on an annual basis beginning in January. At the beginning of the season the Recreation Division will request “intent to return” from any prior season employee in good standing. The Human Resources Division, in collaboration with the Recreation Division, will publish position announcements for open positions, and set dates and times for an application due dates, interviews and swim qualifications.

The interview and qualification process will include the following (prior season employees are required to perform first two bullets):

- 500-meter ocean swim unaided in under 10 minutes
- 200-meter run in under 2 min
- Oral Interview
- First Responder skills simulation/assessment

The Recreation Division will screen all applications and the Lifeguard Captain will conduct the interview, skills simulation/assessment and ocean swim qualification. Any prior season employee seeking advancement will be expected to complete an oral interview for the advancement.

Candidates who successfully pass the swim qualification and oral interview who are new hires will complete a 40-hour Open Water Rescue Skill, 21-hour California State Title 22, Santa Cruz County EMSIA CPR recurrent training, Operations Training and Policy and Procedure course. Candidates who worked the prior season will complete a 16-hour Open Water Rescue Skill, 8 hours California State Title 22, Santa Cruz County EMSIA and policy and procedure recurrent training.

100.3.2 CONDITIONS OF EMPLOYMENT

The function of the Lifeguard Service is to provide public safety. Personnel are subject to working varied hours and holidays and are subject to recall on their days off. The Service is under no obligation to ensure that Beach Lifeguard positions are scheduled a full forty- hour work week. Staffing levels and crowd conditions will have a considerable impact on the actual number of hours personnel work each week. The majority of hours are scheduled during the summer season. Limited work hours may be available during off-season months.

Season Definition: Employees must work a minimum of 100 hours to be eligible for continued employment. Twelve-month periods will coincide with the Calendar Year of January 1st.

100.4 ADMINISTRATION

100.4.1 PERSONNEL INFORMATION

When an employee’s address, telephone number, or e-mail changes, the employee shall immediately inform the Lifeguard Captain of the change, in writing. The Lifeguard Captain will ensure that appropriate changes are made in New World.

100.4.2 AVAILABILITY NOTIFICATION

The scheduling supervisor will develop the schedule approximately 1 month before the affected month. Employees are expected to provide notice of any schedule conflicts before that time for the scheduling supervisor to accommodate. The schedule will be finalized two weeks thereafter. Each employee will be held accountable for his/her schedule.



100.4.3 SHIFT CHANGES

Employees in need of time off within the seven (7) day period may elect to find an employee to exchange shifts. Employees will find a replacement suitable of completing their assignment. Exchange of shifts require the notification and approval of a Lifeguard Lieutenant or Lifeguard Supervisor at least one (1) day before the affected shift. Each employee will be held accountable for his/her schedule.

100.4.4 INTENT TO RETURN

Personnel who wish to continue employment for each following season will be required to submit written notification (email or hardcopy) of their intent to the Lifeguard Captain. Notifications will be due by January 1st. The notification should include updated winter contact information (address, email, and telephone). Employees will not be guaranteed the right to return per Service needs.

100.5 GENERAL RULES OF CONDUCT

100.5.1 CODE OF ETHICS

Lifeguards are public servants who provide safety to beach users. Since public safety is at the heart of our mission, high standards of ethical conduct and performance must be adhered to. This can routinely be accomplished by employing common sense and good judgment.

Lifeguards are constantly in public view and professionalism by employees is vital to the public's trust. Lifeguard personnel should scrupulously avoid any conduct that might compromise the integrity of themselves, the Capitola Lifeguard Service, or the City of Capitola, whether on or off-duty.

Conduct by off-duty employees shall not interfere with the duties of on-duty personnel nor reflect negatively on the City and or Service. Disciplinary action, up to and including termination, may be taken upon employees violating City and or Lifeguard Service policy.

100.5.2 KNOWLEDGE OF POLICIES AND PROCEDURES

Each employee is responsible to know and follow City and Service policies and procedures. Personnel shall conform to and abide by City and Service policies and procedures at all times. However, if a situation arises that requires an employee to deviate from a particular policy or procedure, it shall be that employee's responsibility to justify his/her actions. Any deviations shall be in the interest of the employee and/or public's safety and, if possible, receive prior approval from a supervisor.

100.5.3 OBEDIENCE TO LAWS

Service personnel shall not willfully violate Federal, State, County, and City law/ ordinances.

100.5.4 CHAIN OF COMMAND

The Service, like most paramilitary organizations, utilizes a "chain of command" for communications such as issuing orders and making requests. This system requires employees to make all formal communications with their immediate supervisor. If the communication has to go further, that supervisor will take up the matter with the next level of supervision or direct the employee to do so. Supervisors at all levels must be able to control the actions of all personnel



under their supervision. These principles do not apply to the exchange of information. Although orders must flow through the chain of command, members of the organization may directly communicate with each other to ask for or share information. There may arise an occasion in which it will be necessary to deviate from the chain of command system. In such instances, it will be the employee's responsibility to justify their actions.

100.5.5 DUTY TO FOLLOW ORDERS

Employees shall obey and properly execute any lawful order issued to them by a supervisor or other person of greater authority.

When an order is given that contradicts a previous order, the receiving employee shall inform the supervisor issuing the conflicting order. The receiving employee shall relay such information in a complete, unbiased manner. That supervisor may or may not disregard the previous order.

100.5.6 TREATMENT OF OTHERS

Employees shall conduct themselves in a manner that will foster the greatest harmony and cooperation with other employees. The use of threatening or insulting language with other employees or the public is prohibited. Employees shall not intentionally antagonize any person with whom they contact. They shall treat all persons with courtesy and respect.

Additionally, employees shall not willfully subject any person or animal to dangerous or cruel treatment. Violation of this policy can result in disciplinary actions up to and including termination.

100.5.7 TRUTHFULNESS

Personnel shall not intentionally make false statements, verbally or written, or when questioned or interviewed.

100.5.8 BRIBES AND GIFTS

Personnel shall not accept gifts or bribes or engage in any act of extortion or other unlawful means of obtaining money or property through his/her position in the Service. Additionally, personnel shall not accept, directly or indirectly, a gratuity, fee, loan, reward, or gift of any kind from persons subject to arrest, persons discharged from custody, or friend(s) of such persons.

100.5.9 MISAPPROPRIATION OF PROPERTY

Personnel shall not appropriate any recovered property to anyone other than the rightful owner. Found property will be turned over to a Capitola Lifeguard Lieutenant, who after making a reasonable attempt to contact the rightful owner, will turn over the property to Capitola Police Department.

100.5.10 MANAGEMENT OF FOUND PROPERTY

Any found property coming into possession of Lifeguard personnel will be stored in a secure location and be given to a Lifeguard Lieutenant at the soonest opportunity. A reasonable attempt will be made to return property to the rightful owner if known. Possession of all found property will be given to a Capitola Police Department member for processing.

100.5.11 MARINE DEBRIS

Large and or hazardous marine debris shall be reported to the on-duty supervisor prior to removal. Any hazardous and/or illegal material, whether actual or perceived, shall be reported to



the on-duty Police Sergeant through the on-duty Lifeguard Lieutenant. Marine debris items of specific interest to foreign or domestic natural disasters shall be reported to the same.

100.6 USE OF ALCOHOL/DRUGS

Personnel shall not consume alcoholic beverages or controlled substances while on duty, be under the influence of an alcoholic beverage or controlled substance while on duty or be unfit for duty because of its use. When an employee is using prescribed drugs, he/she shall inform the on-duty supervisor. If the use of such prescribed drugs will adversely affect performance, the employee shall inform a supervisor and not report for duty.

100.7 REPORTING FOR DUTY

Personnel shall report for duty at their assigned time and place, in uniform, properly groomed and ready to work. Habitual tardiness will not be tolerated and will result in disciplinary actions up to and including termination. In the event of illness or injury of immediate family or self, personnel shall only be absent with proper leave or permission. An employee who is unable to report for duty shall immediately notify the on-duty supervisor.

100.7.1 ATTENTION TO DUTY

Personnel shall not sleep or be inattentive while on duty. If unable to stay attentive, personnel should inform a supervisor. Personnel may choose to sleep while on an authorized break, however he/she shall not do so while wearing a lifeguard uniform.

100.7.2 TIME MANAGEMENT

The use of time while on duty shall be restricted to Lifeguard or City related activities. Assignments shall be completed in a timely manner, without unnecessary delay.

100.7.3 APPEARANCE

Personnel will present themselves in a neat, clean, and well-groomed appearance. At no time when hair is wind-blown or wet, should the length obscure vision.

100.7.4 BODY PIERCING

Visible body piercing will be limited to the ears only. Earrings will be of the stud type only. In no way should authorized body piercing create a safety concern during normal duties.

100.7.5 TATOOS

Visible tattoos will conform to Equal Employment Opportunity (EEO) guidelines and shall not be of an offensive or perceived offensive nature. Depictions of nudity or violence, sexually explicit, sexually suggestive, or vulgar art, words, phrases, or profane language are prohibited. Symbols likely to incite a strong reaction in the workplace, or initials, acronyms, or numbers that represent criminal or historically oppressive organizations are prohibited. All prohibited forms of tattoos must remain covered while on duty.

100.7.6 UNIFORMS

Personnel are required to wear the standard lifeguard uniform while on duty. Exceptions to this policy are when an employee is on an authorized break, when directed to wear something other

than the standard uniform, and when performing maintenance work that may damage the standard uniform.

100.7.6.1 LIFEGUARD STANDARD UNIFORM

Class B Uniform

Shirts: Blue polo shirt (long or short sleeve) with embroidered Capitola Lifeguard patch on left side chest

Shorts: Navy Blue uniform shorts

Pants: Navy Blue uniform pants

Class C Uniform

Shirts: Department issued Navy Blue t-shirt (short or long sleeve) with Capitola Lifeguard logo silk screened on left chest

Trunks and Swimsuit Shorts: Red with Capitola Lifeguard patch embroidered on left leg measuring; Not to extend past the upper part of the kneecap when standing; Minimal brand logos exposed.

Male Compression Shorts: Shall be worn underneath red shorts

Female suits: Red in color; One- or two-piece sport swimsuit; Minimal brand logos exposed.

Jacket: Any department issued Navy Blue piece with City seal and or embroidery.

Pullover hoodie sweatshirt: Navy Blue with Capitola Lifeguard Logo silk screened on left front of chest and on back.

Hats: Navy blue baseball hat, Navy blue wide brim hat with Capitola Lifeguard logo embroidered on front. Straw Hat Tan in color.

Rash Guard: Department issued

Footwear: Sandals, neutral-colored athletic shoes, or black boots

100.7.7 WEARING OF UNIFORMS

Personnel shall not wear any part of the Lifeguard uniform that identifies him/herself as a City employee when off duty unless they are commuting either directly to or from work.

100.7.8 REPLACING LOST OR STOLEN UNIFORMS

The employee will replace any lost, stolen or grossly damaged uniform items. The employee will be responsible to replace the lost or stolen item at the going rate. An employee who has lost or damaged a uniform in the course of duty will inform the on duty supervisor.

100.8 AUTHORIZED EQUIPMENT

Personnel shall maintain and have with them for duty use the following items: a wrist watch, open and/or closed toed shoes,

100.8.1 USE OF PERSONAL ELECTRONICS

Personnel are allowed to listen to personal electronic devices in lifeguard towers, when the

following guidelines are adhered to:

- Audio material must be appropriate for the general public and used in an unprofessional manner.
- Personal electronics use shall not interfere with normal operations.
- Personal electronics are to be turned off when talking with the public or when communicating with other personnel via telephone or handheld radio.
- Earplugs and headsets are prohibited.
- Audio volume shall not exceed normal voice level beyond the area of the tower's deck.
- Personal electronics shall not be placed on tower rails or in any unsafe manner.
- Use of Visual media is prohibited, including but not limited to: text messages, videos, and photos.
- Personal use of cell phones is prohibited while in a tower or while operating a vehicle or vessel.

Any violation of this policy may result in suspension or termination of a member's use of personal electronics. For the purpose of this policy, Personal Electronic Devices include but are not limited to: AM/FM radios, cassette players, compact disc players, cell phones, and digital music players/devices.

100.9 COMMENDATION PROCESS

The Lifeguard Service will foster and maintain a system for extending official recognition to employees who perform acts of meritorious service or accomplish outstanding achievements .A Letter of Commendation may be awarded to Lifeguard employees who demonstrate exceptional job performance that furthers the Capitola Lifeguard Service mission and vision.

100.10 DISCIPLINARY PROGRESS

Each employee is responsible for conforming to Lifeguard Service standards and for following City and/or Lifeguard Service policies and procedures. Supervisors are charged with ensuring personnel meet those requirements. It is recognized that from time to time, situations may give rise to disciplinary action. Discipline shall be exercised with firmness and impartiality and its goal will be to correct future actions or behavior. Counselling or reprimands will be delivered confidentially, when possible. Disciplinary action may consist of a verbal reprimand, written reprimand, suspension without pay, or termination.

100.10.1 VERBAL REPRIMAND

A verbal reprimand is a statement by a supervisor to a subordinate, directing their attention to a policy/procedure violation, or a performance weakness. Its purpose is to be corrective and cautionary. The verbal reprimand should clearly describe what action is needed to correct the unsatisfactory performance. Additionally, failure to correct the behavior may result in disciplinary actions up to and including termination.

100.10.2 WRITTEN REPRIMAND

A written reprimand is the first level of formal discipline. A supervisor issues it to a subordinate employee. It specifically defines the employee's infraction(s) and/or performance deficiencies.

It indicates recommended steps for improvement and describes what further disciplinary action might be taken if corrections are not made. A copy of the reprimand will be placed in the employee's personnel file.

100.10.3 TERMINATION

When an employee's actions or inability to perform to standards warrant it, supervisors may recommend termination of the employee. The recommendation will be go through the Lifeguard Lieutenant(s) to the Lifeguard Captain overseeing the Lifeguard Service, via the chain of command. The Recreation Division Manager, in coordination with the Lifeguard Captain will consider the recommendation and make a final decision in the matter.

100.11 BREAKS AND WORKOUTS

The duties of an ocean lifeguard require continued alertness and excellent physical conditioning. Personnel are encouraged to participate in a conditioning regimen. When possible, employees may be given a fifteen-minute break per each eight-hour shift. Additionally, a regular thirty-minute break will be given per eight-hour shift. Shifts of greater than 8 hours will be given a 15-minute break in both the morning and afternoon and be given a 60-minute lunch break.

Employees are subject to recall in the event of an emergency. In season (Memorial Day through Labor Day) employees are required to stay within their district boundaries. During the off-season (The day after Labor Day until the day before Memorial Day weekend) employees may expand their break area. Notify the on-duty supervisor of your whereabouts.

100.11.1 ACCEPTABLE WORKOUT ACTIVITIES

The following are acceptable workout activities that are allowed during breaks: swimming, running, bodysurfing, weightlifting, calisthenics, paddle boarding, and surfing.

The use of a Capitola Lifeguard paddleboard is acceptable. When an employee chooses to use a paddleboard, they must stay within the boundaries of City of Capitola beaches. Stand up surfing is not allowed on Capitola Lifeguards prone paddleboards. At no time should an employee let his/her actions constitute a threat or danger to other persons.

100.12 FACILITIES AND EQUIPMENT

The use of City property and or equipment is restricted to work related or other authorized matters and must be approved by a supervisor. Negligent use, improper maintenance or care, or destruction of City property will be grounds for disciplinary action. Loss of, damage to, or unserviceable condition of any City property shall be immediately reported to a supervisor. Employees may be held financially responsible for any loss or damage to city property during off-duty use and may result in disciplinary action up to and including termination.

100.12.1 PERSONAL COMMUNICATION DEVICE (PCD)

Depending on an employee's assignment they may be issued a PCD. Such devices and the associated phone number shall remain the property of the City and shall be subject to inspection at any time without notice.

100.12.2 DAILY DATA COLLECTION

The Capitola Lifeguard Service uses iPhones iPads, and handwritten documents to collect daily information regarding but not limited to; daily beach attendance, the number of rescues, safety

contacts, prevention activities and/or public education contacts. Each lifeguard will have the responsibility of recording the relative data for their shift or assigned location for the day.

This data collection is of utmost importance as it serves the purpose of collecting information of most lifeguard activities and will allow us to determine future needs or additions to program.

iPhones or iPads may be distributed at the beginning of each shift and collected at the end of each shift by the on-duty Lifeguard Supervisor.

100.12.3 VISITORS

Visitors to towers should be minimized and not distract the lifeguard from duties. Conversations should be kept to a minimum. Lifeguards, while on duty should be watching the water and therefore should keep socializing with the public from the tower to a minimum. Members of the public are not allowed in any of the towers.

100.12.4 OVERNIGHT STORAGE

Employees shall not store personal items and or equipment overnight in the towers. Special consideration may be given by an on-duty supervisor.

100.12.5 OBEDIENCE TO PARKING LAWS

If an employee needs to park near his/her assigned tower, he/she must do so legally and not use his/her position with the Lifeguard Service to avoid the consequences of illegal parking. Parking citations will not be dismissed.

100.13 PHYSICAL QUALIFICATION

Personnel are required to complete the Lifeguard Service's standard physical qualification. Employees must re-qualify annually at a minimum. The dates of the qualification are to be set by supervisory staff. Personnel who work only the summer season will qualify prior to commencing work.

100.13.1 STANDARD QUALIFICATION - DEFINED

The standard qualification is a 500-meter ocean swim around a set buoy course, unaided by any propulsion/flotation device in under 10 minutes.

100.13.2 FAILURE TO RE-QUALIFY

When an employee fails the physical re-qualification; the employee will be removed from any assigned tower shifts. The employee will be allowed two additional attempts to successfully pass the required swim. Failure to pass after the 3rd attempt will result in the employee being removed from the current roster.

Accomplishing the Service's mission is essential. Therefore, supervisors may schedule earlier re-qualification dates for employees who fail to qualify on their first or second attempt.

100.14 CERTIFICATIONS

All employees of the Capitola Lifeguard Service shall maintain current any certification necessary to meet Federal, State, County or City requirements. It is the responsibility of each employee to ensure that their certifications are current related to their specific assignment.

100.14.1 MEDICAL AID CERTIFICATIONS

Lifeguard Service employees are required to maintain certification in a medical aid course

accepted by the by State of California, California EMS authorities which complies with California Administrative Code Title 22, Division 9, Chapter 1.5; First Aid and CPR Standards and Training for Public Safety Personnel. In addition, maintain a Santa Cruz County CPR Course certification as provided by Emergency Medical Services Integration Authority (EMSIA) of Santa Cruz County (which includes one-person adult, two-person adult, child and infant cardiopulmonary resuscitation, including obstructed airway training, AED, BVM and use of barrier devices). Acceptable provider alternatives to EMISA is American Red Cross.

No employee will be permitted to work without a current CPR and First-Aid certification. EMT recertification copies are to be provided to the on-duty Lifeguard Lieutenant 10 days prior to the expiration date.

100.14.2 TRAINING AND RECORDS MANAGEMENT

The City's current training and record management system is Target Solutions and Capitola Human Resources Division. Each lifeguard will be given access to a Target Solutions account. Mandatory training that is electronic in nature (sexual harassment, respectful workplace, etc.) will be assigned in Target Solutions for individuals to complete by a certain date. When a class is assigned, the employee will be sent an email informing them of the assignment.

It is the responsibility of the employee to maintain awareness of any expiration dates of their certifications. Those certifications include, but are not limited to:

- Driver's license
- Medical certifications - Paramedic, EMT, EMR or equivalent.
- Personal Watercraft Operations
- Lifeguard Academy Certification

100.15 ENFORCEMENT OF BEACH ORDINANCES

The primary role of lifeguards is lifesaving activities around the water and public education of the beachgoers with the goal of preventing a possible or future victim in need of assistance. Lifeguards do not have law enforcement capabilities as it relates to beach ordinances. However, as a public safety personnel, certain actions or discussions may need to be had with members of the public not in compliance with the City of Capitola Beach Ordinances.

If the lifeguard sees any unsafe activity, action, or behavior, either to the person or other beachgoers, lifeguards are expected to issue a verbal warning. At no time should the lifeguard put themselves in a situation that may result in their injury from violent acts of another person. Anytime a lifeguard feels threatened or feels that the general public is threatened due to any violation of the beach ordinances, a Lifeguard Supervisor should be immediately contacted. In the worst cases, they may contact 911 directly from their personal phones or by contacting Capitola Police Department dispatch on the radio and ask for an immediate police response to their location. Any violence that is witnessed warrants the immediate contact of both police and the Lifeguard Supervisor.

100.16 VEHICLE ACCIDENT PROCEDURES

If a lifeguard is ever involved in a vehicle accident in a City-owned vehicle, the first priority will always be the care and treatment of any injured patients, including the lifeguard.

Capitola Lifeguard Service

Any accident involving a City vehicle, owned or leased, which results in physical injury to employees or the public, or property damage to City or private property shall be reported by the involved City employee(s). A supply of Capitola Vehicle Accident Report forms shall be maintained in all vehicles.

The reporting/investigating process varies according to the nature of the accident. Accidents are classified as either "Type 1" or "Type 2":

- Type 1: accidents which result in any physical injury, and/or results in damage to private property and may expose the city to liability. The reporting/investigating procedure generally will be extensive and the City Risk Management Office and the Capitola Police Department or another law enforcement agency will be involved.
- Type 2: accidents which do not result in physical injury and any damages are isolated to City vehicles and/or City property and no private party or property is involved. The reporting and investigating procedure for these types of incidents will follow a less involved process.

Any lifeguard involved in a vehicle accident will immediately contact the on-duty Lifeguard Supervisor who will offer direction in following the Capitola Fire Department Vehicle Accident Reporting guidelines.

*Do not make any statements regarding fault or liability.

Capitola City Council

Agenda Report



Meeting: May 11, 2023

From: Finance Department, Jim Malberg

Subject: Administrative Policy III-1: Investment Policy

Recommended Action: Approve the City's Investment Policy, as recommended by the Finance Advisory Committee.

Background: California Government Code §53630 et seq. contains State requirements for the deposit of City funds. Government Code §53635 requires that all money belonging to, or in the custody of, a local agency be deposited in certain allowable instruments. The current Investment Policy was approved by the City Council on August 9, 2001, by adoption of Resolution No. 3149, affirming the City's Investment Policy. This resolution was then incorporated into the City's Administrative Policies. California Government Code requires a city to annually review its investment policy.

Discussion: The California Debt and Investment Advisory Committee annually updates the Local Agency Investment Guidelines which lists the allowable investment options for local public agencies. The City's Investment Policy states that the investment policy, or any modification thereof, shall be formulated by the City Treasurer and approved by the City Council. Understanding the order of importance, the investment policy shall:

1. Provide for the safety of the funds
2. Assure the liquidity of the funds
3. Acquire earnings of the funds

At the April 18, 2023, Finance Advisory Committee Regular Meeting, the committee reviewed the investment policy and recommended confirming it without any changes. The City's current Investment Policy and Investment Portfolio comply with all applicable state laws.

Fiscal Impact: None

Attachments:

1. Administrative Policy Number III-1, Investment Policy

Report Prepared By: Jim Malberg, Finance Director

Reviewed By: Julia Moss, City Clerk

Approved By: Jamie Goldstein, City Manager



ADMINISTRATIVE POLICY

Item 7 C.

Number: III-1

Issued: May 9, 1996

Revised: August 9, 2001

Jurisdiction: City Council

INVESTMENT POLICY

The policy for the investment of public funds shall at all times conform, by law, to Section 53601, et seq., of the California Government Code. In order of importance, the investment policy shall:

1. Provide for the safety of the funds
2. Assure the liquidity of the funds
3. Acquire earnings of the funds

This investment policy, or any modification thereof, shall be formulated by the City Treasurer and approved by the City Council and copies made available upon request.

The Treasurer's investment portfolio contains pooled investments of funds by both the City and of benefit assessment districts within the City. The earnings from pooled investments are shared proportionately with each investor.

City investment funds shall only be invested in the following permitted investments:

1. State of California Local Agency Investment Fund
2. U.S. Treasury Obligations
3. U.S. Agency Obligations
4. Negotiable Certificates of Deposit
5. Guaranteed Investment Contracts (GIC) of AAA quality, for a term not to exceed fifteen (15) months*

The following limitations shall apply to permitted investments:

T-Bills: Total dollar investment not to exceed 60% of total portfolio at time of investment.

Certificates of Deposit:

- A. Total dollar investment not to exceed 30% of total portfolio at time of investment.
- B. Maturity date of securities shall not be more than five years from date of purchase.
- C. Issuer must be FDIC insured and not more than \$250,000 may be invested into any one bank to ensure FDIC insurance on all invested funds.

City funds placed in a qualified Other Post Employment Benefit (OPEB) Trust Fund for retiree healthcare can be invested in accordance with Government Codes 53620-53622.

Jim Malberg , City Treasurer

Capitola City Council

Agenda Report

Meeting: May 11, 2023

From: Police Department

Subject: Annual Military Equipment Use Report



Recommended Action: Adopt a resolution renewing Chapter 2.60 of the Capitola Municipal Code, Capitola Military Equipment Use Policy 709, and finding that the annual Military Equipment Report complies with the standards of approval outlined in Government Code Section 7071(d).

Background: Effective January 1, 2022, Assembly Bill 481 (codified in Government Code §7070, et seq.) requires legislative bodies to adopt ordinances approving military equipment use policies. Adopting such policies was required before law enforcement agencies could continue to engage in activities related to the use of “military equipment” as defined in the Government Code. The Capitola Police Department has “military equipment” in its inventory and engages in critical public safety activities in coordination with other local jurisdictions.

Pursuant to AB 481, on April 28, 2022, the City Council adopted Ordinance No. 1051, adding Chapter 2.60 to the Capitola Municipal Code (CMC), which approved a military equipment use policy for police services and included an inventory (report) of the City’s military equipment. The Government Code and municipal code require the City Council to conduct an annual review of the Military Equipment Use Ordinance and Policy and vote on whether to renew the Ordinance and Policy. As explained in more detail below, the Government Code also requires an annual review of the military equipment report.

Discussion: The proposed resolution (Attachment 1) would confirm that the City Council has reviewed the Capitola Military Equipment Use Ordinance (Attachment 2), the Capitola Police Military Equipment Use Policy 709 (Attachment 3), and the annual military equipment report (Attachment 4). As required by Government Code §7071(e)(1) and CMC 2.60.030(F):

The City Council shall review any ordinance that it has adopted pursuant to this section approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the ordinance at a regular meeting held pursuant to the Brown Act.

On April 28, 2022, the City Council adopted Ordinance No. 1051 implementing CMC Chapter 2.60 as well as the Capitola Police Military Equipment Use Policy 709, which are attached hereto as Attachments 2 and 3, respectively.

The Police Department is responsible for ensuring that all provisions of Government Code §7071 and §7072 and CMC Chapter 2.60 are met. The City Council is required by law to complete an annual review of the ordinance and policy and has the opportunity to renew it or make any necessary changes.

Policy 709 approves the continued use, by authorized and trained personnel, of equipment currently in the Police Department’s inventory when the use is necessary to maintain safety.

Policy 709 also allows continued collaboration with other law enforcement agencies in the deployment or other use of military equipment within the City when exigent circumstances require a swift response. The Department works closely with other local, county, state, and federal law enforcement agencies on police-related matters, including safeguarding the public’s welfare and safety, working on regional task forces, conducting training exercises, providing mutual aid, and responding to emergencies. In exigent circumstances, there is sometimes the need to deploy military equipment from or lend military

equipment to outside entities to promote the safety and security of the community. When military equipment is used under exigent circumstances, the proposed ordinance requires prompt reporting on the use to the City Council.

In addition, pursuant to Government Code §7071(e)(2) and CMC 2.60.050, the City Council shall determine, based on the annual military equipment report (Attachment 4), whether each type of military equipment identified in that report has complied with the standards of approval outlined in §7071(d) and CMC 2.60.030(D). The standards for approval are set forth below. Staff believes that Council can make the required findings because:

1. Authorizing the use of military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The acquisition and use of this equipment is part of the Capitola Police Department's overall approach to Critical Incident Management, Use of Force, De-Escalation, and public safety. The equipment will enable department members to properly respond to both planned and unplanned events efficiently and effectively.
2. The proposed Military Equipment Use Policy will safeguard the public's welfare, safety, civil rights, and civil liberties by ensuring required reporting, the opportunity for community engagement and feedback, and transparency and oversight regarding the acquisition and use of the specified military equipment in the City of Capitola.
3. If purchasing the equipment, the equipment is reasonably cost-effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
4. Prior military equipment use complied with the military equipment use policy that was in effect at the time of the use.

Fiscal Impact: There would not be any new, unplanned direct fiscal impacts to continuing the use of equipment already in the Department's inventory or continuing to collaborate with other law enforcement agencies, including in mutual aid circumstances. The maintenance costs of existing equipment are within the Department's budget. Additional equipment sought, as identified in the annual military equipment report (Attachment 4), is accounted for within the Department's adopted budget.

There will be staff time associated with compliance, annual review, reporting, and community engagement meetings, all of which are required pursuant to applicable provisions of the Government Code. Staff plans to hold a community meeting on May 17, 2023, at 5 PM to go over the annual Military Equipment Report.

Environmental Analysis: Pursuant to California Public Resources Code § 21065 and the California Environmental Quality Act ("CEQA") Guidelines § 15378, there is no possibility that this ordinance will have a significant impact on the physical environment and is not a project as defined under CEQA.

Attachments:

1. Resolution
2. Chapter 2.60 Military Equipment Use Ordinance
3. Military Use Policy (709)
4. 2022 Annual Military Equipment Report

Report Prepared By: Andrew Dally, Chief of Police

Reviewed By: Julia Moss, City Clerk; Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager

CITY OF CAPITOLA

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA PURSUANT TO GOVERNMENT CODE SECTION 7071 RENEWING CHAPTER 2.60 OF THE CAPITOLA MUNICIPAL CODE ENTITLED MILITARY EQUIPMENT USE ORDINANCE, CAPITOLA MILITARY EQUIPMENT USE POLICY 709, AND FINDING THAT THE ANNUAL MILITARY EQUIPMENT REPORT COMPLIES WITH THE STANDARDS OF APPROVAL SET FORTH IN GOVERNMENT CODE SECTION 7071(d)

WHEREAS, effective January 1, 2022, Assembly Bill 481 (AB 481) (Government Code sections 7071 *et. seq.*) requires legislative bodies to adopt ordinances approving military equipment use policies, which are required before law enforcement agencies can continue to engage in activities related to the use of military equipment; and

WHEREAS, the Capitola Police Department has “military equipment” in its inventory and engages in critical public safety activities in coordination with other jurisdictions on police related matters, including safeguarding the public’s welfare and safety, working on regional task forces, conducting training exercises, providing mutual aid and responding to emergencies; and

WHEREAS, in exigent circumstances, there is sometimes the need to deploy military equipment from or lend military equipment to other local jurisdictions to promote the safety and security of community members; and

WHEREAS, on April 14, 2022, the City Council adopted Ordinance No. 1051, adding Chapter 2.60 to the Capitola Municipal Code, which approved Military Equipment Use Policy 709 for police services, and included a report (inventory) of the City’s military equipment; and

WHEREAS, Capitola Military Equipment Use Policy 709 sets forth a military equipment use policy that is consistent with the Police Department’s current practices, complies with all the requirements of the Government Code and the Capitola Municipal Code, will continue to ensure ongoing regulation and compliance with the law going forward and will continue to provide a means of community engagement and transparency regarding use of military equipment by the Department; and

WHEREAS, the Government Code and the Capitola Municipal Code require the City Council to conduct an annual review of the Military Equipment Use Ordinance and Policy and vote on whether to the renew the Ordinance and Policy; and

WHEREAS, the City Council has conducted its annual review of the Military Equipment Use Ordinance contained in Chapter 2.60 of the Capitola Municipal Code as well as its annual review of Capitola Military Equipment Use Policy 709; and

WHEREAS, the City Council has also conducted its annual review of the military equipment report prepared and submitted pursuant to section 7072 of the Government Code and has considered the requirements contained in section 7071(d) of the Government Code;

WHEREAS, public notice has been provided in accordance with applicable law; and

WHEREAS, the City Council has reviewed and desires to renew Chapter 2.60 of the Capitola Municipal Code and the Capitola Military Equipment Use Policy 709.

NOW, THEREFORE, the City Council of the City of Capitola, California, **DOES HEREBY FIND** as follows:

Section 1. All of the statements and facts set forth above in the recitals are true and correct and incorporated herein by this reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken herein.

Section 2. The City Council finds that Chapter 2.60 of the Capitola Municipal Code and Capitola Military Equipment Use Policy 709 are exempt from the provisions of the California Environmental Quality Act (“CEQA”) because they will not result in a direct or reasonably foreseeable indirect physical change in the environment and are not a “project,” as defined in Section 15378 of the CEQA Guidelines.

Section 3. The City Council has reviewed Chapter 2.60 of the Capitola Municipal Code and hereby renews that Chapter without change.

Section 4. The City Council has reviewed Capitola Military Equipment Use Policy 709 and hereby renews the Policy with any changes duly noted in the Policy.

Section 5. The City Council has reviewed the annual military equipment report and finds that it complies with the standards of approval set forth in subdivision (d) of Government Code section 7071 because of the following:

1. Authorizing the use of military equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety. The acquisition and use of this equipment is part of the Capitola Police Department’s overall approach to Critical Incident Management, Use of Force, De-Escalation and public safety. The equipment will enable department members to properly respond to both planned and unplanned events efficiently and effectively.

2. The Military Equipment Use Policy will safeguard the public’s welfare, safety, civil rights, and civil liberties by ensuring required reporting out, the opportunity for community engagement and feedback, and transparency and oversight regarding the acquisition and use of the specified military equipment in the City of Capitola.

3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

4. Prior military equipment use complied with the military equipment use policy that was in effect at the time of the use.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

PASSED and ADOPTED by the City Council of the City of Capitola at a regular meeting thereof this 3rd day of May, 2023, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Margaux Keiser
Mayor of the City of Capitola, California

ATTEST:

Julia Moss, City Clerk
City of Capitola, California

ORDINANCE NO. _1051__**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA, CALIFORNIA, ADDING CHAPTER 2.60 TO THE CAPITOLA MUNICIPAL CODE, APPROVING A MILITARY EQUIPMENT USE POLICY FOR POLICE SERVICES**

WHEREAS, effective January 1, 2022, Assembly Bill 481 (AB 481) (Government Code sections 7071 *et. seq.*) sets forth a process by which law enforcement agencies are to obtain approval from their governing bodies of a military equipment use policy through the adoption of an ordinance; and

WHEREAS, pursuant to Government Code Section 7071(a)(1), such an ordinance must be timely adopted before a law enforcement agency may acquire or use new or existing military equipment and engage in other specified activities; and

WHEREAS, the Capitola Police Department currently has military equipment (as that term is defined in Government Code section 7070(c)) in its inventory; and

WHEREAS, the Capitola Police Department works closely with other local, county, state and federal law enforcement agencies within Santa Cruz County on police related matters, including safeguarding the public's welfare and safety, working on regional task forces, conducting training exercises, providing mutual aid and responding to emergencies; and

WHEREAS, in exigent circumstances, there is sometimes the need to deploy military equipment from or lend military equipment to outside entities to promote the safety and security of community members; and

WHEREAS, the continued collaboration with other law enforcement agencies in the deployment or other use of military equipment within the City is necessary to safeguard the public's welfare, safety, civil rights and civil liberties and there is no reasonable alternative that can achieve the same objective of officer and civilian safety; and

WHEREAS, Capitola Police Policy 706 sets forth a military equipment use policy that is consistent with the Police Department's current practices, has been posted on the Department's website for at least thirty (30) days, complies with all the requirements of AB 481, will ensure ongoing regulation and compliance with the law going forward and will provide a means of community engagement and transparency regarding use of military equipment by the Department; and

WHEREAS, public notice has been provided in accordance with applicable law; and

WHEREAS, the City Council desires to approve a military use policy in compliance with AB 481.

NOW, THEREFORE, the City Council of the City of Capitola, California, **DOES HEREBY ORDAIN** as follows:

Section 1. All of the statements and facts set forth above in the recitals are true and correct and incorporated herein by this reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this ordinance.

Section 2. The City Council finds that this ordinance and Capitola Police Policy 706 are exempt from the provisions of the California Environmental Quality Act (“CEQA”) because they will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a “project,” as defined in Section 15378 of the CEQA Guidelines.

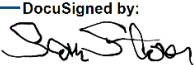
Section 3. The Capitola Municipal Code is hereby amended to add Chapter 2.06 to read as follows: See Exhibit A attached hereto.

Section 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this ordinance, or its application to any other person or circumstance. The City Council declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 5. Effective Date. This ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Capitola shall cause this ordinance to be published pursuant to the provisions of Government Code Section 36933.

PASSED, ADOPTED, AND APPROVED by the City Council of the City of Capitola at a regular meeting thereof this 28th day of April, 2022, by the following vote to wit:

AYES: Council Members Bertrand, Brown, Keiser, and Mayor Storey
NAYS: None
ABSTAIN: None
ABSENT: Council Member Brooks

DocuSigned by:

 D612A6018B8746C

Sam Storey, Mayor, City of Capitola

ATTEST:

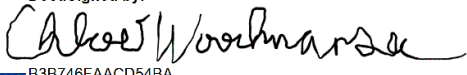
DocuSigned by:

B3B746FAACD54BA
Chloé Woodmansee, City Clerk
City of Capitola, California

EXHIBIT A
Amendment to Capitola Municipal Code adding Chapter 2.60

ADDING A NEW CHAPTER 2.60 TO THE CAPITOLA MUNICIPAL CODE REGARDING POLICE
ACQUISITION AND USE OF "MILITARY EQUIPMENT"

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

Section 1. The Capitola Municipal Code Chapter 2.60 is amended to read as follows:

Chapter 2.60

"MILITARY EQUIPMENT" USE ORDINANCE

Sections:

2.60.010 Name of Ordinance

2.60.020 Definitions

2.60.030 Military Equipment Use Policy Requirement

2.60.040 Use In Exigent Circumstances

2.60.050 Reports on the Use of Military Equipment

2.60.060 Severability

2.60.010 Name of Ordinance

A. This Ordinance shall be known as the Military Equipment Use Ordinance.

2.60.020 Definitions

A. "Military Equipment" includes all of the following (Per Cal. Gov. Code §7070):

1. Unmanned, remotely piloted, powered aerial or ground vehicles.

2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers. However, police versions of standard consumer vehicles are specifically excluded from this subdivision.
 3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached. However, unarmored all-terrain vehicles (ATVs) and motorized dirt bikes are specifically excluded from this subdivision.
 4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
 5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 6. Weaponized aircraft, vessels, or vehicles of any kind.
 7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. However, items designed to remove a lock, such as bolt cutters, or a handheld ram designed to be operated by one person, are specifically excluded from this subdivision.
 8. Firearms of .50 caliber or greater. However, standard issue shotguns are specifically excluded from this subdivision.
 9. Ammunition of .50 caliber or greater. However, standard issue shotgun ammunition is specifically excluded from this subdivision.
 10. Specialized firearms and ammunition of less than .50 caliber, including assault weapons as defined in Sections 30510 and 30515 of the Penal Code, with the exception of standard issue service weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
 11. Any firearm or firearm accessory that is designed to launch explosive projectiles.
 12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray.
 13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
 14. The following projectile launch platforms and their associated munitions: 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
 15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
 16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.
- B. "City" means any department, agency, bureau, and/or subordinate division of the City of Capitola.
- C. "Police Department" means any division, section, bureau, employee, volunteer and/or contractor of the Capitola Police Department.
- D. "City Council" means the governing body that is the Capitola City Council.
- E. "Military Equipment Use Policy" means a publicly released, written document that includes, at a minimum, all of the following:
1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
 2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.

3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
 4. The legal and procedural rules that govern each authorized use.
 5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
 6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
 7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.
- F. "Exigent Circumstances" means a law enforcement agency's good faith belief that an emergency involving the danger of, or imminent threat of death or serious physical injury to any person is occurring, has occurred, or is about to occur.
- G. "State agency" means the law enforcement division of every state office, officer, department, division, bureau, board, and commission or other state body or agency, except those agencies provided for in Article IV (except Section 20 thereof) or Article VI of the California Constitution.
- H. "Type" means each item that shares the same manufacturer model number.

2.60.030 Military Equipment Use Policy Requirement

- A. The Capitola Police Department shall obtain approval of the City Council, by a resolution adopting a Military Equipment Use Policy (MEUP) at a regular meeting of the City Council held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) prior to engaging in any of the following:
1. Requesting Military Equipment made available pursuant to Section 2576a of Title 10 of the United States Code.
 2. Seeking funds for Military Equipment, including, but not limited to, applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
 3. Acquiring Military Equipment either permanently or temporarily, including by borrowing or leasing.
 4. Collaborating with another law enforcement agency in the deployment or other use of Military Equipment within the territorial jurisdiction of the City of Capitola.
 5. Using any new or existing Military Equipment for a purpose, in a manner, or by a person not previously approved by the governing body pursuant to this chapter.
 6. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of, Military Equipment.
 7. Acquiring Military Equipment through any means not provided by this section.
- B. No later than May 1, 2022, if seeking to continue the use of any Military Equipment that was acquired prior to January 1, 2022, the Capitola Police Department shall commence a City Council approval process in accordance with this section. If the City Council does not approve

the continuing use of Military Equipment, including by adoption pursuant to a Military Equipment Use Policy submitted pursuant to this code, within 180 days of submission of the proposed Military Equipment Use Policy to City Council, the Capitola Police Department shall cease its use of the Military Equipment until it receives the approval of City Council in accordance with this code.

- C. In seeking the approval of City Council, the Capitola Police Department shall submit a proposed Military Equipment Use Policy to the City Council and make those documents available on the Police Department's internet website at least 30 days prior to any public hearing concerning the Military Equipment at issue.
- D. The City Council shall only approve a Military Equipment Use Policy pursuant to this chapter if it determines all of the following:
 - 1. The Military Equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.
 - 2. The proposed Military Equipment use policy will safeguard the public's welfare, safety, civil rights, and civil liberties.
 - 3. If purchasing the equipment, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.
 - 4. Prior Military Equipment use complied with the Military Equipment Use Policy that was in effect at the time, or if prior uses did not comply with the accompanying Military Equipment Use Policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.
- E. In order to facilitate public participation, any proposed or final Military Equipment Use Policy shall be made publicly available on the internet website of the Police Department for as long as the Military Equipment is available for use.
- F. The City Council shall review this ordinance at least annually and vote on whether to renew it at a regular meeting held pursuant to the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code).

2.60.040 Use in Exigent Circumstances

- A. Notwithstanding the provisions of this Chapter, the Police Department may acquire, borrow and/or use Military Equipment in Exigent Circumstances without following the requirements of this code.
- B. If the Police Department acquires, borrows, and/or uses Military Equipment in Exigent Circumstances, in accordance with this section, it must take all of the following actions:
 - 1. Provide written notice of that acquisition or use to the City Council within 30 days following the commencement of such Exigent Circumstance, unless such information is confidential or privileged under local, state or federal law.
 - 2. If it is anticipated that the use will continue beyond the Exigent Circumstance, submit a proposed amended Military Equipment Use Policy to the City Council within 90 days following the borrowing, acquisition and/or use, and receive approval, as applicable, from the City Council.
 - 3. Include the Military Equipment in the Police Department's next annual Military Equipment Report.

2.60.050 Reports on the Use of Military Equipment.

- A. The Police Department shall submit to City Council an annual Military Equipment Report for each type of Military Equipment approved by the City Council within one year of approval, and annually thereafter for as long as the Military Equipment is available for use.
- B. The Police Department shall also make each annual Military Equipment Report required by this section publicly available on its internet website for as long as the Military Equipment is available for use.
- C. The annual Military Equipment Report shall, at a minimum, include the following information for the immediately preceding calendar year for each type of Military Equipment:
 - 1. A summary of how the Military Equipment was used and the purpose of its use.
 - 2. A summary of any complaints or concerns received concerning the Military Equipment.
 - 3. The results of any internal audits, any information about violations of the Military Equipment Use Policy, and any actions taken in response.
 - 4. The total annual cost for each type of Military Equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the Military Equipment in the calendar year following submission of the annual Military Equipment Report.
 - 5. The quantity possessed for each type of Military Equipment.
 - 6. If the law enforcement agency intends to acquire additional Military Equipment in the next year, the quantity sought for each type of Military Equipment.
- D. Within 30 days of submitting and publicly releasing an annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual Military Equipment report and the law enforcement agency's funding, acquisition, or use of Military Equipment.
- E. The City Council shall determine, based on the annual Military Equipment Report submitted pursuant to this section, whether each type of Military Equipment identified in that report has complied with the standards for approval set forth in this code and the Military Equipment Use Policy. If the City Council determines that a type of Military Equipment identified in that annual Military Equipment Report has not complied with the standards for approval, the City Council shall either disapprove a renewal of the authorization for that type of Military Equipment or require modifications to the Military Equipment Use Policy in a manner that will resolve the lack of compliance.

2.60.060 Severability

- A. If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions or applications of this Chapter.
- B. The City Council hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

Military Equipment

709.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

The Capitola Department (CPD) does not possess any tactical equipment that it has obtained from the military, nor does it possess any equipment that was designed for military use. Notwithstanding, California Government Code § 7071(b) requires that law enforcement agencies submit a proposed Military Equipment Use Policy to their governing board for approval.

California Government Code § 7070 provides a list of equipment types that are considered to be "military equipment" for purposes of this policy requirement, and this Military Equipment Use Policy includes information for any such equipment types that are possessed by the Capitola Police Department, or reasonably likely to be deployed in Capitola by other law enforcement partners.

709.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the [Department/Office].

Military equipment – Includes but is not limited to the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.
2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
8. Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
9. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
10. Any firearm or firearm accessory that is designed to launch explosive projectiles.
11. Noise-flash diversionary devices and explosive breaching tools.

Military Equipment

12. Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
14. Kinetic energy weapons and munitions.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

709.2 POLICY

It is the policy of the Capitola Police Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

709.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police designates the Police Captain to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Capitola Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the [department/office] website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.
 1. A complaint, concern, or question related to Military Equipment utilization by the Capitola Police Department can be made:
 - (a) Via email to: policechief@ci.capitola.ca.us

Military Equipment

- (b) Via phone call to: 831.475.4242 and request to speak to the Military Equipment Coordinator.
- (c) Via mail sent to Capitola Police Department; Attn: Military Equipment Coordinator; 422 Capitola Avenue, Capitola, CA 95010

709.4 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body by May 1, 2022, for approval by the governing body within 180 days of the presentation (Government Code § 7071(2)) for continuing use of military equipment currently being utilized by the Department. Thereafter, the following must be approved by the governing body, prior to engaging in (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [department/office].
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

709.5 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with this Departmental policy. Military equipment used by other jurisdictions that are providing mutual aid to this Department, or otherwise engaged in a law enforcement operation in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid as defined by Government Code § 7070; Government Code § 7071; and Government Code § 7072.

Military Equipment

709.6 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

709.7 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

709.8 MILITARY EQUIPMENT INVENTORY

The attached list is divided into three sections.

- Section One - lists qualifying equipment that is owned and/or utilized by the Capitola Police Department.
- Section Two - lists qualifying equipment that is not owned or regularly utilized by the Capitola Police Department, but which is known to be owned and/or utilized by law enforcement agencies which the Capitola Police Department collaborates and/ or participates for law enforcement purposes.
- Section Three - lists qualifying equipment that the Capitola Police Department will be procuring, with anticipated dates of procurement.



CITY OF CAPITOLA

POLICE DEPARTMENT



ANDREW J. DALLY
CHIEF OF POLICE

Military Equipment Use AB 481 – Annual Report

Andrew Dally, Chief of Police

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CITY OF CAPITOLA

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CITY OF CAPITOLA

POLICE DEPARTMENT

Annual Reporting Requirements

AB481 requires on an annual basis the police department to seek and obtain City Council approval for future acquisition and funding of new military equipment and provide City Council and the public a report outlining how the military equipment was used, to ensure the police department is adhering to our policy and the city ordinance.

Capitola Municipal Code 2.60.050 (Reports on the use of Military Equipment) required the police department to submit to City Council and annual equipment report for each type of military equipment approved by the City Council within one year of approval, and annually thereafter for as long as the military equipment is available for use. The police department shall also make each annual military equipment report required by this section publicly available on its internet website for as long as the military equipment is available for use.

This annual military equipment report includes all the following required information for the immediately preceding calendar year for each type of military equipment:

- 1) A summary of how the military equipment was used and the purpose of its use.
- 2) A summary of any complaints or concerns received about the military equipment.
- 3) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- 4) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military report.
- 5) The quantity possessed for each type of military equipment.
- 6) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the police department will hold at least one well-publicized and conveniently located community engagement meeting, at which the public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.



CITY OF CAPITOLA

POLICE DEPARTMENT

Summary of Uses (Section One)

1) Lethal Firearms and Ammunition

How equipment was used: Firearms and ammunition were deployed during daily operations and used during POST approved law enforcement training. There were no other uses for this category of equipment.

Purpose of Use: Training Exercise

2) Less-Lethal Shotgun and Less-lethal Ammunition

How equipment was used: Firearms and ammunition were deployed during daily operations and used during POST approved law enforcement training. There were no other uses for this category of equipment.

Purpose of Use: Training Exercise

Complaints or Concerns Received

1) Lethal Firearms and Ammunition

Complaint/Concern: No complaints or concerns were received.

2) Less-Lethal Shotgun and Less-lethal Ammunition

Complaint/Concern: No complaints or concerns were received.

Internal Audits of Equipment

1) Lethal Firearms and Ammunition

Results of any internal audits: There were no uses or deployments outside approved training. No additional audits were conducted.

Information about violations of the military equipment use policy: N/A

Actions taken in response: N/A

2) Less-Lethal Shotgun and Less-lethal Ammunition

Results of any internal audits: There were no uses or deployments outside approved training. No additional audits were conducted.

Information about violations of the military equipment use policy: N/A

Actions taken in response: N/A

Annual Costs

1) Lethal Firearms and Ammunition

Department Owned Firearms and ammunition from approved FY2023-24 budget.

2) Less-Lethal Shotgun and Less-lethal Ammunition

Department Owned less-lethal shotguns and ammunition from approved FY2023-24 budget.

Inventory of Equipment

1) Lethal Firearms and Ammunition. See Section One below.

2) Less-Lethal Shotgun and Less-lethal Ammunition. See Section One below.

Section One: Qualifying Equipment Owned/Utilized by the Capitola Police Department



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Weapon	
Equipment Type: Semi-Automatic Patrol Rifles - These rifles are standard issue service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and the interest of transparency.	
Description: Colt LE6945, semi-auto rifle, black with an adjustable stock.	
Quantity Owned/Sought: 6 owned – Department	Lifespan: 10 years
Equipment Capabilities: A rifle that fires an intermediate-power cartridge (.223/5.56) which is more powerful than a standard pistol.	
Manufacturer Product Description: The Colt LE6945CQ Carbine is a Gas Operated Semi-Auto rifle, chambered in 223 Remington/5.56 NATO (M4), with adjustable stock, featuring a monolithic upper receiver, 10.3" barrel, and A2 flash hider.	
Purpose/Authorized Uses: The Colt M4 enables officers when in compliance with the CPD's Use of Force Policy, to address short to long-distance threats, or those threats who are heavily armed, armored, or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.	
Fiscal Impacts: \$1,200.00 (each)	
Legal/Procedural Rules Governing Use: Use is subject to the applicable policies 300, 300.4, 300.4.1, 300.4.2, 300.5.1, 300.5.2, 300.5.3, 300.11, 303.	
Training Required: Officers must complete a CA POST certified 16-hour patrol rifle course and annual department firearms training and qualifications as required by law and policy.	
Compliance mechanisms: Use is subject to the applicable policies 300.4, 300.9, 303.3.2, 303.5, 303.7, 303.8, 303.9.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Weapon	
Equipment Type: Semi-Automatic Patrol Rifles - These rifles are personally owned and are registered with the Department under CPD policy 312.2.4 and are standard service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and the interest of transparency.	
Description: Smith and Wesson M&P 15 Sport .223/5.56 with 16" barrel	
Quantity Owned/Sought: 5 owned – personal	Lifespan: 10 years
Equipment Capabilities: A rifle that fires an intermediate-power cartridge (.223/5.56) which is more powerful than a standard pistol.	
Manufacturer Product Description: Smith and Wesson M&P15 rifles are the ideal modern sporting rifle. Built to perform multiple uses under various conditions, M&P15 Rifles are as versatile as they are reliable. Engineered for a wide variety of recreational, sport shooting, and professional applications, M&P15 Rifles are easy to accessorize, but hard to put down. M&P15 Rifles are lightweight and rugged embodying the best combination of function and form.	
Purpose/Authorized Uses: The Smith and Wesson M&P rifle enables officers when in compliance with the CPD's Use of Force Policy, to address short to long-distance threats, or those threats who are heavily armed, armored, or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.	
Fiscal Impacts: \$812	
Legal/Procedural Rules Governing Use: Use is subject to the applicable policies 312.2.4 300, 300.4, 300.4.1, 300.4.2, 300.5.1, 300.5.2, 300.5.3, 300.11, 303.	
Training Required: Officers must complete a CA POST certified 16-hour patrol rifle course and annual department firearms training and qualifications as required by law and policy.	
Compliance mechanisms: Use is subject to the applicable policies 312.2.4 300.4, 300.9, 303.3.2, 303.5, 303.7, 303.8, 303.9.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Weapon	
Equipment Type: Semi-Automatic Patrol Rifles - This rifle is personally owned and is registered with the Department under CPD policy 312.2.4 and is standard service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and the interest of transparency.	
Description: Sig Sauer MP 400 rifle .223/5.56 with 16" barrel	
Quantity Owned/Sought: 1 owned – personal	Lifespan: 10 years
Equipment Capabilities: A rifle that fires an intermediate-power cartridge (.223/5.56) which is more powerful than a standard pistol.	
Manufacturer Product Description: The Sig Sauer MP400 rifle is designed, engineered, and manufactured in America, and ready to perform whenever and wherever the need arises. SIG SAUER is combining industry-leading product innovation with decades of battle-tested experience to engineer the toughest and most accurate rifles for the military and federal agencies. It's our mission at SIG SAUER to provide our elite end-users with a complete weapons system they can depend on to prevail under any circumstance.	
Purpose/Authorized Uses: Sig Sauer MP 400 rifle enables officers when in compliance with the CPD's Use of Force Policy, to address short to long-distance threats, or those threats who are heavily armed, armored, or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.	
Fiscal Impacts: \$1615	
Legal/Procedural Rules Governing Use: Use is subject to the applicable policies 312.2.4 300, 300.4, 300.4.1, 300.4.2, 300.5.1, 300.5.2, 300.5.3, 300.11, 303.	
Training Required: Officers must complete a CA POST certified 16-hour patrol rifle course and annual department firearms training and qualifications as required by law and policy.	
Compliance mechanisms: Use is subject to the applicable policies 312.2.4 300.4, 300.9, 303.3.2, 303.5, 303.7, 303.8, 303.9.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Weapon	
Equipment Type: Semi-Automatic Patrol Rifles - This rifle is personally owned and is registered with the Department under CPD policy 312.2.4 and is standard service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and the interest of transparency.	
Description: Rainier Arms RUC Mod 2 rifle .223/5.56 with 16" barrel	
Quantity Owned/Sought: 1 owned - personal	Lifespan: 10 years
Equipment Capabilities: A rifle that fires an intermediate-power cartridge (.223/5.56) which is more powerful than a standard pistol.	
Manufacturer Product Description: Rainier Arms RUC Mod2 Rifle weighs 6 lbs. empty, the Rainier Arms RUC Mod2 has a 15" RA Force Key Mod Rail, as well as the brand-new Rainier Arms Compensator (RAC), a tuned mil sped trigger, and RA MPI/HP Bolt with staked FA carrier, and much more.	
Purpose/Authorized Uses: Rainier Arms RUC Mod 2 rifle enables officers when in compliance with the CPD's Use of Force Policy, to address short to long-distance threats, or those threats who are heavily armed, armored, or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.	
Fiscal Impacts: \$1615	
Legal/Procedural Rules Governing Use: Use is subject to the applicable policies 312.2.4 300, 300.4, 300.4.1, 300.4.2, 300.5.1, 300.5.2, 300.5.3, 300.11, 303.	
Training Required: Officers must complete a CA POST certified 16-hour patrol rifle course and annual department firearms training and qualifications as required by law and policy.	
Compliance mechanisms: Use is subject to the applicable policies 312.2.4 300.4, 300.9, 303.3.2, 303.5, 303.7, 303.8, 303.9.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Weapon	
Equipment Type: Semi-Automatic Patrol Rifles - This rifle is personally owned and is registered with the Department under CPD policy 312.2.4 and is standard service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and the interest of transparency.	
Description: BRO-SPEC15-P rifle .223/5.56 with 16" barrel	
Quantity Owned/Sought: 1 owned personal	Lifespan: 10 years
Equipment Capabilities: A rifle that fires an intermediate-power cartridge (.223/5.56) which is more powerful than a standard pistol.	
Manufacturer Product Description: Black Rain Ordnance manufacturing standards are prominent throughout our line of Spec Series weapons, allowing us to produce the highest quality rifle with a cost-effective price tag. The Chromoly barrels and black nitride bolt-carrier groups in the Spec Series combine to provide the reliability and dependability you expect from the BRO family of rifles. Whether it's your first rifle, a patrol weapon, or simply supplementing your collection, the Spec Series is a great addition to your lineup.	
Purpose/Authorized Uses: BRO-SPEC15-P rifle enables officers when in compliance with the CPD's Use of Force Policy, to address short to long-distance threats, or those threats who are heavily armed, armored, or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.	
Fiscal Impacts: \$1,050	
Legal/Procedural Rules Governing Use: Use is subject to the applicable policies 312.2.4 300, 300.4, 300.4.1, 300.4.2, 300.5.1, 300.5.2, 300.5.3, 300.11, 303.	
Training Required: Officers must complete a CA POST certified 16-hour patrol rifle course and annual department firearms training and qualifications as required by law and policy.	
Compliance mechanisms: Use is subject to the applicable policies 312.2.4 300.4, 300.9, 303.3.2, 303.5, 303.7, 303.8, 303.9.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Weapon	
Equipment Type: Semi-Automatic Patrol Rifles - These rifles will replace the Colt M4 and will be standard issue service weapons for our officers and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and the interest of transparency.	
Description: Primary Weapons System MK107 with RC2 Suppressor	
Quantity Owned/Sought: 6 Department Owned	Lifespan: 10 years
Equipment Capabilities: A rifle that fires an intermediate-power cartridge (.223/5.56) which is more powerful than a standard pistol.	
Manufacturer Product Description: The Primary Weapons System MK107 Mod 1-M is a 7.75" semi-automatic AR-15 platform rifle. The rifle features a long stroke piston system with a three-way adjustable gas system. The size, weight, and reliability are unmatched by any standard production rifle company. The Surefire suppressor protects the operator and the public. The suppressor is proven to provide a minimal impact shift and group size to ensure accuracy in the field.	
Purpose/Authorized Uses: The PWS MK107 enables officers when in compliance with the CPD's Use of Force Policy, to address short to long-distance threats, or those threats who are heavily armed, armored, or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.	
Fiscal Impacts: \$2,049 (each)	
Legal/Procedural Rules Governing Use: Use is subject to the applicable policies 300, 300.4, 300.4.1, 300.4.2, 300.5.1, 300.5.2, 300.5.3, 300.11, 303.	
Training Required: Officers must complete a CA POST certified 16-hour patrol rifle course and annual department firearms training and qualifications as required by law and policy.	
Compliance mechanisms: Use is subject to the applicable policies 300.4, 300.9, 303.3.2, 303.5, 303.7, 303.8, 303.9.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Ammunition	
Equipment Type: Speer Gold Dot Duty Ammunition .223 Caliber 55 grain rifle round.	
Description: Speer Gold Dot features nickel-plated brass cases and Boxer primers and is a non-corrosive round. The Gold Dot projectile goes through a process of joining the jacket and core one molecule at a time which eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass. Gold Dot rifle ammunition asserts remarkable accuracy with exact tolerances and unparalleled bullet uniformity.	
Quantity Owned/Sought: 5000	Lifespan: 10 years
Equipment Capabilities: Operational range 0-300 yards	
Manufacturer Product Description: SPEER LE® Gold Dot® Duty Rifle brings proven bullet technology to rifle platform. The Gold Dot® bullet was the first high-performance, bonded-core bullet available in handgun ammunition, and has since set the bar for duty ammunition. The nation's number one law enforcement option is now available in rifle ammunition for agencies everywhere. These specially designed loads bring law enforcement rifle ammunition to the next level. Gold Dot rifle bullets are optimized to ensure expansion out of barrels down to 10" at a wide variety of velocities out to 200 yards. This kind of performance greatly increases the capabilities of duty rifles and gives law enforcement personnel a distinct advantage when it matters most. In addition, these new loads boast outstanding feeding in short, very short, and standard-length AR platforms. Like their handgun counterparts, the Gold Dot rifle bullets are constructed using Gold Dot technology. The process of joining the jacket and core one molecule at a time eliminates the potential for the leading cause of bullet failure—jacket/core separation. It also ensures impressive weight retention through barriers as tough as auto-glass. In addition to being tough, Gold Dot rifle loads boast outstanding accuracy. Exact tolerances and unprecedented bullet uniformity of jacket thickness give Gold Dot rifle loads outstanding accuracy. In addition, these loads feature flash suppressed propellants and a muzzle velocity of up to 3000 fps. The versatility, reliability, and superior construction of the new Speer LE Gold Dot Duty Rifle loads allow law enforcement agencies to utilize this tested and proven bullet technology in duty rifles with complete confidence.	
Purpose/Authorized Uses: To project a force against a selected target to have an effect and stop the threat when other reasonable options are not viable. A verbal warning should precede its application.	
Fiscal Impacts: \$560.00 per case of 1000	
Legal/Procedural Rules Governing Use: Refer to policies 300, 300.4, 300.4.1, 300.5, 300.5.1, 300.5.3, 300.11, 303, 303.3	
Training Required: Sworn members utilizing Speer Gold Dot ammunition are trained in their use by CA POST certified instructors.	
Compliance Mechanism: Use is subject to applicable policies 303.3, 303.3.2.	
Lethal Ammunition – Practice	



CITY OF CAPITOLA

POLICE DEPARTMENT

Equipment Type: Winchester Target Ammunition 5.56 Caliber 55 grain rifle round.	
Description: Winchester Target Ammunition features brass cases and Boxer primers and is a non-corrosive round. This ammunition is loaded with a full metal jacket bullet which is known for its positive functioning and exceptional accuracy. On impact, this bullet does not expand and is ideal for target shooting.	
Quantity Owned/Sought: 7000 rounds	Lifespan: 10 years
Equipment Capabilities: Operational range 0-300 yards	
Manufacturer Product Description: Winchester "USA White Box" stands for consistent performance and outstanding value, offering high-quality ammunition to suit a wide range of shooter's needs by providing consistent accuracy, positive functioning, and no expansion.	
Purpose/Authorized Uses: Practice	
Fiscal Impacts: \$380.00 per case of 1000	
Legal/Procedural Rules Governing Use: Refer to policies 300, 300.4, 300.4.1, 300.5, 300.5.1, 300.5.3, 300.11, 303, 303.3	
Training Required: Sworn members utilizing Winchester Target Ammunition are trained in their use by CA POST certified instructors.	
Compliance Mechanism: Use is subject to applicable policies 303.3, 303.3.2.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Less Lethal Weapon	
Equipment Type: Less Lethal Shotgun with orange stock and foregrip.	
Quantity Owned/Sought: 4 owned – Departmental	Lifespan: 15
Equipment Capabilities: The Remington 870 Police Magnum with orange stock and foregrip deploys less-lethal weighted munitions. These are used to de-escalate hostile situations and reduce the chance of using deadly force.	
Manufacturer Product Description: The Remington Model 870 Pump Shotgun is a reliable 12-gauge with double-action bars for smooth pump operation. A steel-lined/grooved fore-end provides a stronger grip, while the Flexitab feeding system provides positive and easier cycling. A less-lethal application shotgun is available with the addition of a blaze orange synthetic stock and foregrip for the instant recognition required.	
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	
Fiscal Impacts: \$454 each	
Legal/Procedural Rules Governing Use: Refer to policies 300, 301, 301.8-301.11	
Training Required: Sworn members utilizing the Remington 870 less-lethal shotguns are trained in their use by CA POST-certified less-lethal instructors.	
Compliance mechanisms: Use is subject to the applicable policies 300.5, 300.5.1, 300.5.3, 301, 303.4.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Less Lethal Ammunition	
Equipment Type: Combined Tactical System (CTS) Model 2851 Super-sock 12-Gauge Less Lethal Round	
Description: A less lethal 2 ¾ inch 12-gauge shotgun shell firing a Super-Sock bean bag round.	
Quantity Owned/Sought: 100	Lifespan: 5 years
Equipment Capabilities: 12-gauge “Super-Sock” bean bag round with an effective range between 5 and 20 yards.	
Manufacturer Product Description: Super Sock projectile is in its deployment state immediately upon exiting the weapon’s barrel. It does not require a minimum range to “unfold” or “stabilize”. Optimal ranges are between 5 and 20 yards.	
Purpose/Authorized Uses: To compel an individual to cease his/her actions when such munitions present a reasonable option. A verbal warning of the intended use of the device should precede its application.	
Fiscal Impacts: Approximately \$5.24 per round	
Legal/Procedural Rules Governing Use: Refer to policies 300, 301, 301.8-301.11	
Training Required: Sworn members utilizing the Remington 870 less-lethal shotguns are trained in their use by CA POST-certified less-lethal instructors.	
Compliance Mechanisms: Use is subject to the applicable policies 300.5, 300.5.1, 300.5.3, 301, 303.4.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Section Two: Qualifying equipment not owned but utilized by the Capitola Police Department

709.5 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this Department shall be approved for use and in accordance with Departmental policy. Military equipment can be used by other jurisdictions that are providing mutual aid to this Department, or otherwise engaged in a law enforcement operation in this jurisdiction, shall comply with their respective military equipment use policies in rendering mutual aid as defined by Government Code § 7070; Government Code § 7071; and Government Code § 7072.



CITY OF CAPITOLA

POLICE DEPARTMENT

Section Three: Qualifying Equipment to be procured by the Capitola Police Department

Equipment Type: Unmanned Aircraft Systems (UAS/Drones) – CA Gov’t Code §7070(c)(1)	
Quantity Owned/Sought: Seeking 3 UAS	Lifespan: Approximately 5 years
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing live and recorded video images captured from aerial positions, including images enhanced by Forward Looking Infrared (FLIR) and optical zoom lenses.	
Manufacturer Product Description: <p><u>DJI Mavic 3T</u> redefines industry standards for small commercial drones. The Mavic 3 has a wide, telephoto, and thermal lens. The wide 48 MP lens has a ½ CMOS sensor with a 24 mm equivalent focal length. The telephoto 12 MP lens has a 162 equivalent focal length with a 52x Hybrid Zoom. The thermal has a 640 x 512 resolution with a 40 mm equivalent focal length with a 61 degree of field of view. Max flight time is 45 minutes.</p> <p><u>DJI Mini 3</u> is a compact, ultra-lightweight camera drone built for adventure. It features extended battery life, detail-rich 4K HDR video, and features like Ture Vertical Shooting for social-media-optimized shots. The Mini 3’s camera is equipped with a 1/1.3-inch CMOS sensor with dual native ISO and chip-level HDR technology. During the day, capture highlight and shadow details for more nuanced visual results with greater depth. Continue to capture clearly and vividly, even as day turns to night. The camera’s f/1.7 aperture with larger pixels and 4x zoom. Max flight time is 30 minutes.</p>	
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department’s mission of protecting lives and property when other means and resources are not available or are less effective. Uses may include but are not limited to search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications; legally authorized surveillance.	
Fiscal Impacts: The initial costs of equipment, licensing, software, and training are expected to be approximately \$15,000 which will be funded by SLESF. The ongoing cost associated with UAS operation and maintenance is estimated to be approximately \$5,000 per year.	
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.	
Training Required: Before piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete all training required by our FAA COA.	
Other Notes: None.	

Capitola City Council

Agenda Report

Meeting: May 11, 2023

From: Public Works Department

Subject: Capitola Wharf Resiliency and Public Access Improvement Project



Recommended Action: 1) Approve the plans, specifications, and estimate for construction for the Capitola Wharf Resiliency and Public Access Improvement Project, Phase 2, and authorize Public Works staff to advertise for construction bids; and 2) authorize Amendment 3 to the Professional Services Agreement with Moffatt & Nichol in the amount of \$133,000 for concept design and engineering for the Wharf Rehabilitation Project, Phase 2.

Background: The City has continually inspected, maintained, and repaired the Capitola Wharf (Wharf) since the County of Santa Cruz transferred ownership of the Wharf to the City of Capitola in 1979. The Wharf was subsequently renovated in 1982 and 2002. In 2015, the City commissioned a Condition Assessment and Resiliency Study which has led to the ongoing Wharf Resiliency and Public Access Improvement Project (Wharf Project). An abbreviated timeline of the development of this project is below.

2015 In November 2015, the City Council directed staff to prepare a detailed condition assessment and begin long-term planning for Capitola Wharf. The City contracted with Moffatt & Nichol Engineers to identify immediate issues with structural integrity and options for pile replacement strategies. The focus of those tasks was to make the Wharf less vulnerable to storm actions or piling breakage and to inform and strategize goals for a future Wharf resiliency project.

2016 In February 2016, the City Council accepted the Moffatt & Nichol report on the structural condition of Capitola Wharf that included options for making the Wharf more resilient to storms and other natural elements. The City Council directed staff to return with a cost estimate and a ten-year plan of improvements, and authorized Moffatt & Nichol to evaluate widening the wharf to improve resiliency.

In November 2016 voters approved the Measure F sales tax to, amongst other goals, protect the wharf and beach from storms and rising sea levels.

2017 In September 2017 the City awarded a contract to Moffatt & Nichol for the concept design and engineering for Measure F funded projects, including wharf improvements. The initial phase focused on conceptual design. Under the first phase of the scope of work, Moffatt & Nichol completed survey investigations, held two public stakeholder meetings, developed options and cost estimates, and identified environmental constraints that could impact the projects.

2018 In June 2018 the contract with Moffatt & Nichol was amended to include preliminary design of the wharf improvements. To prioritize expenditures, the City Council directed staff to place the wharf building designs on hold and develop a more in-depth cost evaluation for wharf improvement alternatives. The City Council asked that the alternatives look at the longevity of the wharf and buildings at the current height as well as a raised height alternative allowing for greater protection against potential increased storm surge and sea level rise. Alternative construction materials (wood vs. concrete) were also evaluated.

In October, the City Council received the Capitola Wharf Project Alternative Report and formed a sub-committee (Wharf Group Subcommittee) to evaluate options presented.

2019 In June 2019, the City Council directed staff to proceed with design and permitting of widening the trestle portion of the Wharf to provide increased strength and resiliency. This action defined the scope of the current Capitola Wharf Resiliency and Public Access Improvement Project.

Council determined that the current project would not include raising the head of the wharf or replacing the leased buildings. Instead the City decided to utilize fiberglass piles in the Wharf Project that can be extended in the future to accommodate raising the head of the wharf.

2020 The Wharf sustained damage in the winter of 2020 and several piles were replaced.

The Planning Commission approved the Design Permit, Conditional Use Permit, and Initial Study/Mitigated Negative Declaration for the Wharf project on June 6, 2020. The Commission conditioned the project to require that staff return with final plans for approval.

In June 2020 the City was awarded \$1,900,000 in grant funds from the California State Coastal Conservancy (CCC) for the Wharf Project.

2021 In May 2021, the City Council directed staff to address existing failing piles in advance of the Wharf Project. The scope of the Wharf Phase 1 Project repaired the steel piles at the head of the wharf and the wharf structure underneath the restaurant where two piles were lost in the previous winter.

2022 A notice of completion was issued for the Wharf Phase 1 Project in January 2022. Phase 2 of the Wharf Project was postponed, as staff was awaiting information on potential federal funding.

In December 2022 the City was awarded \$3,500,000 in grant funds from the U.S. Department of Housing and Urban Development (HUD) for the Wharf Project.

2023 During the storm event on January 5, 2023, the Capitola Wharf sustained significant damages to both the midspan and head of the structure, including damages to decking, trestle, piles, lighting, and stairways. The Wharf remains closed to the public.

Discussion:

Project Description

A reduced set of plans for the Wharf Phase 2 Project are included as Attachment 1. A full set of plans and the specifications are available for review in the Public Works Department. The scope of the Wharf Phase 2 Project does not include ancillary design improvements anticipated to be fundraised for in the coming months. Ancillary design improvements are currently being developed, will be presented to the City Council for approval, and constructed in coordination with the Wharf Phase 2 Project.

The primary purpose of the Wharf Phase 2 Project is to add resiliency to the most vulnerable portion of the Wharf that has sustained the most critical damage in the past. This is achieved by widening the trestle portion of the Wharf and completing structural repairs throughout.

Expansion includes a new composite pile and timber structure expansion area. The new expansion area widens the trestle 16 feet, for approximately 458 feet, to match the first 85-foot-long portion of the trestle at the foot of the Wharf (Figure 1). Approximately 120 15-inch composite (fiberglass) piles are to be added as part of the expansion.

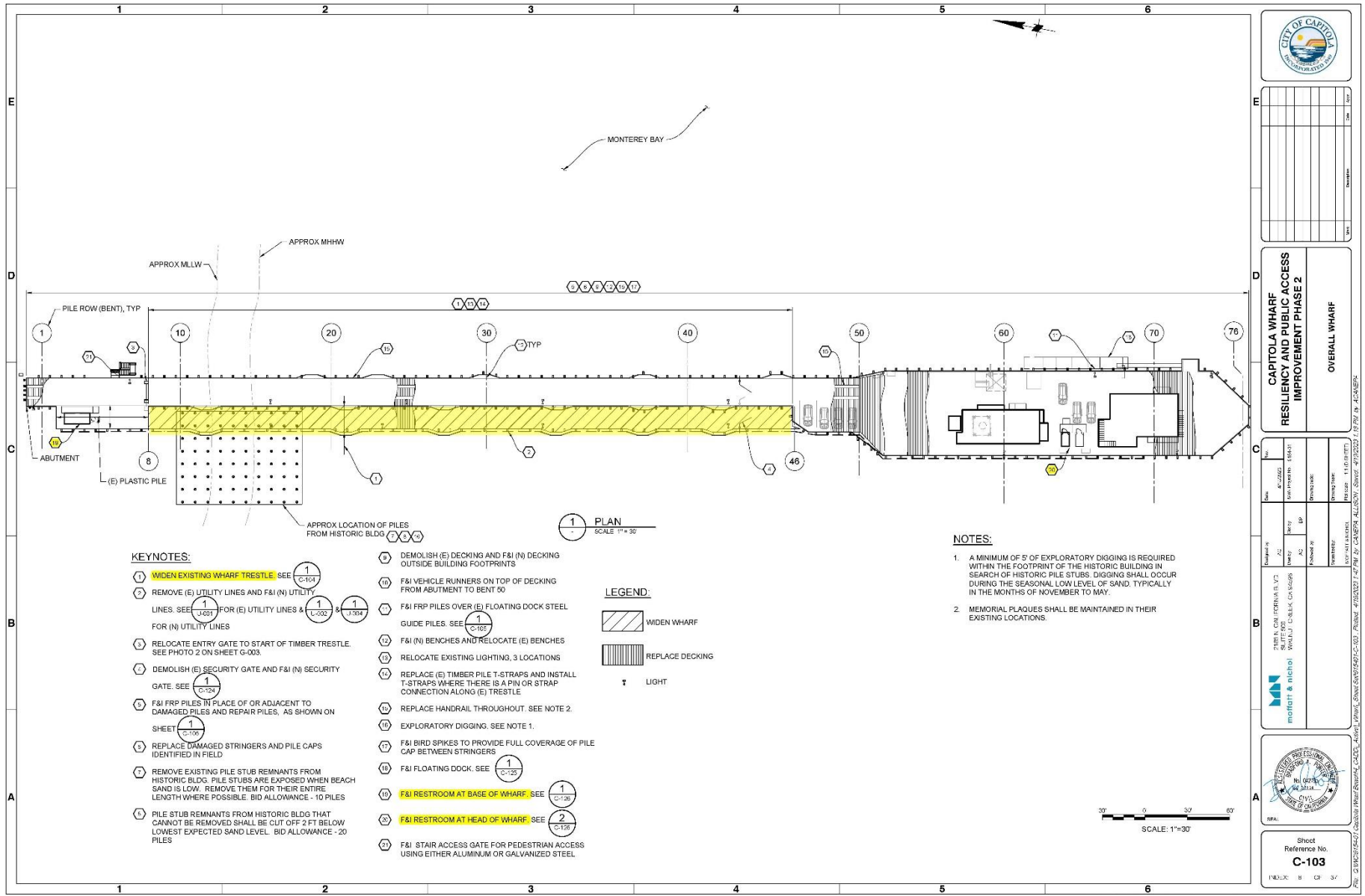


Figure 1. Overview of Wharf Project Improvements

Existing deteriorated Wharf elements will also be repaired and/or replaced as needed. Maintenance and repairs include:

- Repairing/replacing damaged creosote treated piles
- Placing fiberglass jackets around steel piles
- Replacement of timber decking
- Replacing pile caps and stringers
- Relocation of utilities

Secondarily, the Wharf Phase 2 Project improves public access on the Wharf (Figure 1). The widened trestle provides two separate travel areas, improving public access and safety by reducing pedestrian and vehicular conflicts. Public access is additionally enhanced with the construction of two new restroom facilities for beach and Wharf users. Restroom improvements include the construction of a single restroom at the head of the Wharf (Portland Loo) and a multiple-room restroom at the base of the Wharf (Exeloo). The Portland Loo is a standalone, ADA compliant, single occupant public toilet consisting of stainless steel posts, panels, louvers, roof, interior and exterior LED lighting, and toilet. The interior includes a hand sanitizer dispenser, lockable 2-roll toilet paper dispenser, and baby changing table. The exterior includes a hand washing station.

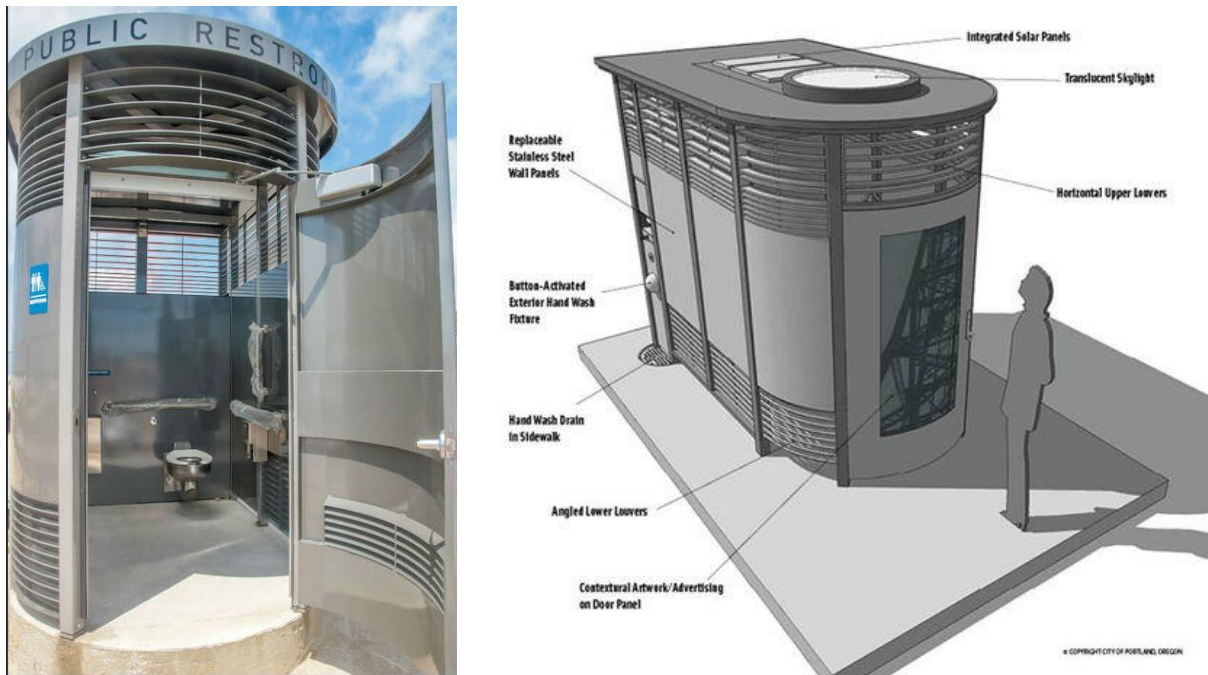


Figure 2. Portland Loo single occupant public toilet

The Exeloo triple cubicle restroom is steel framed with a reinforced concrete base and fiber cement exterior, with decorative cladding. Each cubicle consists of a ceramic tile interior, auto flush toilet, and touch free wash basin and hand dryer. Two of the three cubicles are ADA accessible, one of which contains a baby changing table.



Figure 3. Exeloo triple cubicle restroom exterior



Figure 4. Exeloo restroom interior

Additional public use and access improvements include:

- A replaced security gate on the trestle
- Relocation of the decorative Wharf gate at the foot of the Wharf near the shore
- Installation of bird nesting deterrents
- Replacement of railing to meet current safety standards

The Wharf Phase 2 Project will also repair damages sustained to the Wharf during the storm event on January 5, 2023. These damages were generally centered on the midspan and head of the structure; including damages to decking, trestle, piles, lighting, and stairways. The widened trestle will mitigate damage sustained to the midspan of the Wharf in the future. The pile work completed in the Wharf Phase 1 Project prevented more substantial damage to the head of the Wharf.

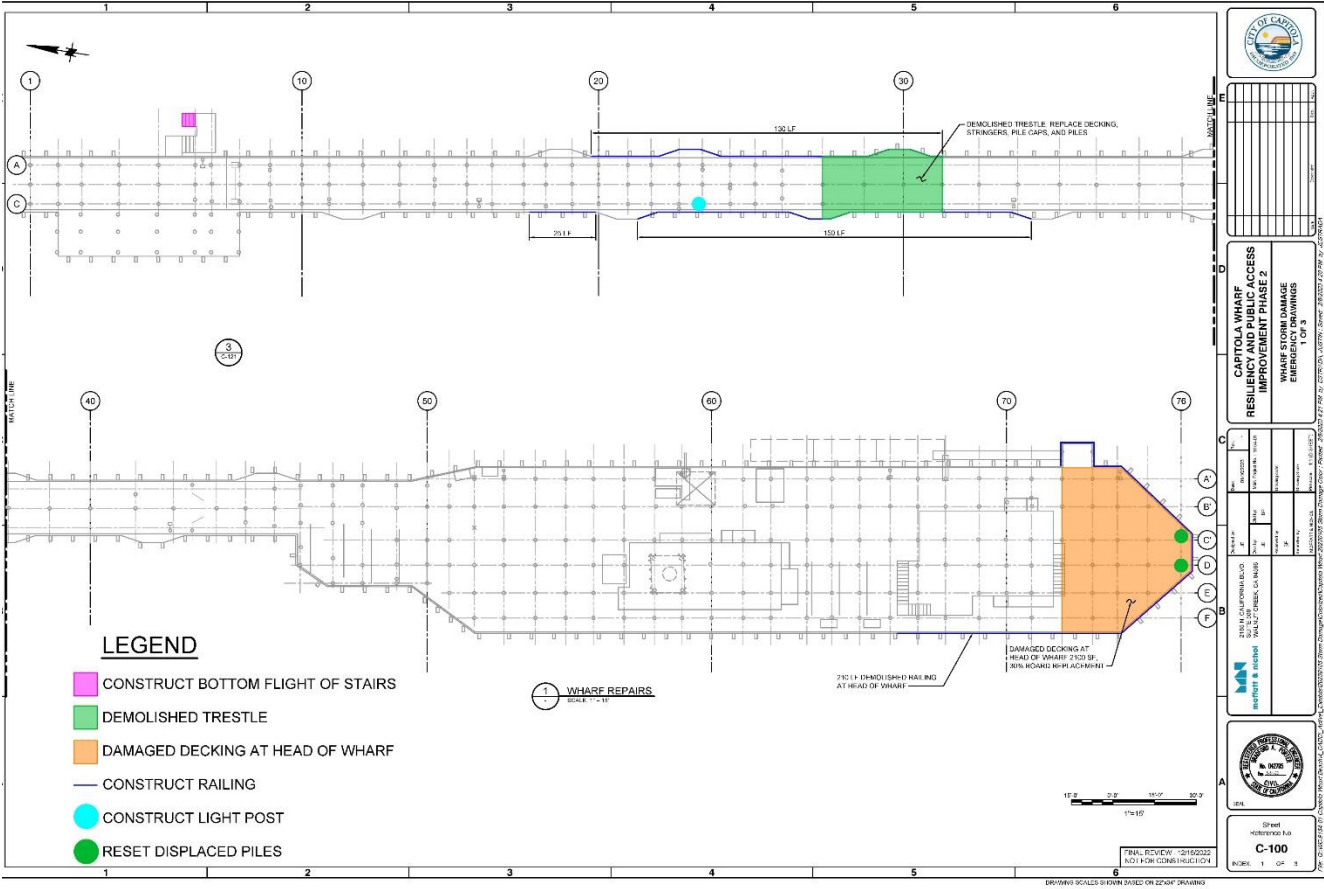


Figure 5. Damage sustained to Wharf in January 2023

The plans also include several optional improvements (add alternates) for elements of the Wharf that are in fair condition and do not require immediate repair or replacement and may be included or excluded from the project scope based on bid costs. This includes additional pile replacement or jacketing and replacement of electrical utilities. While it is ideal to address these improvements with the Wharf Phase 2 Project to achieve maximum quantities of scale, they are not essential for the repair and safety of the Wharf at this time.

A public hearing was held on the Wharf Phase 2 Project at the June 4, 2020 Planning Commission meeting. The Commission approved the Design Permit, Conditional Use Permit, and Initial Study/Mitigated Negative Declaration with the condition that the two bathrooms, entrance and security gates, and finish of the pile exteriors be brought back to the Planning Commission for review. Staff presented the final plans and received unanimous approval for the Wharf Phase 2 Project from the Planning Commission on May 4, 2023 with the following conditions/recommendations:

1. Due to Planning Commission concern with industrial appearance of Portland Loo, the City shall review alternatives for public restrooms at the time that either building at the head of the Wharf is rebuilt/remodeled, including consideration to remove the Portland Loo.
2. At the time that either building at the head of the Wharf is rebuilt/remodeled, the City shall incorporate waste enclosure into the design for the dumpster.

3. The Portland Loo shall be installed with minimal logos and future enhancement of the exterior shall be reviewed by the Arts Commission. The bottom of the Portland Loo shall be modified to shield the feet of the occupant from public view.
4. The Public Works Department and City Council shall consider alterations to the security gate, entry gate, and restroom at the head of the Wharf if there is opportunity during the bidding and/or construction of the Wharf Phase 2 Project.
5. The Project shall consider alternative full exteriors for the Exeloo restroom structure for increased compatibility.

Based on these conditions and recommendations, Staff proposes bidding the project as currently specified. Prior to the construction of the restroom facilities modifications will be evaluated as specified in the above conditions. Staff will explore the modification and/or improvements to the entry gate prior to final relocation. Staff does not recommend removal of the security gate from the Project at this time in consideration of the current building tenants and past illicit activity which necessitated the construction of the gate.

Schedule

Upon receiving authorization to bid, staff will advertise a notice to perspective bidders with an anticipated contract award date in Summer 2023. Construction may begin after contract award, however it is anticipated there will be a lead time for materials that may result in a construction start time in the late summer or early fall. Construction will take eight to nine months, with an estimated completion date in Summer 2024. Staff will be providing updates to the City Council and community on the progress of the project.

Moffatt & Nichol Contract Amendment

In 2017 the City awarded a contract to Moffatt & Nichol for the concept design and engineering for the Wharf, Flume, and Jetty Improvement Projects. The original total cost estimate for Moffatt & Nichol's engineering contract for Wharf improvements was \$948,000 to \$1,285,000, to be completed in phases. Under the first phase of the scope of work, Moffatt & Nichol completed survey investigations, held two public stakeholder meetings, developed options and cost estimates, and identified environmental constraints that could impact the projects.

The City entered into a second contract with Moffatt & Nichol in 2018 to include permitting and final construction documents for the Flume and Jetty Projects and continued development of the design and permitting for Wharf improvements. This contract was amended in 2021 to include securing all remaining regulatory agency permits, final design of the wharf structure, and construction support.

Additional work outside of the originally anticipated scope of the amended agreement was incurred due to revisions and additional permitting necessitated by damages sustained to the Wharf in January 2023. Staff recommends the approval of an additional contract amendment (Attachment 2) for construction support and project closeout.

Execution of this final amendment would result in a total engineering, permitting, and design cost (soft costs) of approximately \$1.1M for the Wharf, Flume and Jetty Projects, as detailed below, approximately 13% of the anticipated construction cost of \$8.9M. This is within the typical range of a major capital project.

Table 1. Moffatt & Nichol Wharf Project Costs

Tasks	Year	Costs
Conceptual Plan	2017	\$183,100
Preliminary Engineering	2018	\$454,000
Final Engineering and Permitting - including revisions	2021	\$351,300
Construction Support (Proposed amendment)	2023	\$133,000

Total Costs	\$1,121,400
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Fiscal Impact: The engineer's estimate for the base bid for the Wharf Phase 2 Project is \$8.5M, inclusive of \$1.0M due to storm damage. The sum of all bid alternative items is estimated at \$400k. Therefore the total engineer's estimate for the complete project is \$8.9M. A contract will be awarded based on bid values of the lowest base bidder and add alternates will be included as the budget allows. The removal of add alternates, as detailed above, will not affect the overall success of the project.

Funding for construction of the Wharf Phase 2 Project comes from several sources. The City was awarded grants for this project from the California Coastal Commission (CCC) in 2020 for \$1.9M and HUD in 2022 for \$3.5M. The City's insurance claim payout from storm damage is estimated at \$1.0M. The remainder of the funding for this project is budgeted from Measure F funds. The overall Capitola Wharf Resiliency and Public Access Improvement Project has expended \$1.6M in soft costs and Phase 1 construction.

Table 2. Summary of Total Wharf Project Costs

Funding	
Measure F	\$3,350,000
General Fund	\$750,000
CCC Grant	\$1,900,000
HUD Grant	\$3,500,000
Insurance	\$1,000,000
Total Project Funding	\$10,500,000
Incurred Expenses	
Moffat and Nichol (including proposed amendment)	\$1,100,000
Phase 1 Construction - Power Engineering	\$500,000
Total Incurred Expenses	\$1,600,000
Summary	
Available funding	\$8,900,000
Phase 2 Construction Estimate with bid alternative items	\$8,900,000

CEQA: In compliance with the California Environmental Quality Act, the Wharf Phase 2 Project developed an Initial Study/Mitigated Negative Declaration (IS/MND). The IS/MND determined that the proposed Project would result in potentially significant environmental impacts; however, mitigation measures are proposed that would reduce any potentially significant impact to less than significant levels. As such, an IS/MND is deemed to be the appropriate document to provide the necessary environmental review and clearance. A Notice of Determination (NOD) for the project environmental clearance was filed at the San Cruz County Recorder's office in June 2020.

In compliance with the National Environmental Quality Act, as required for all HUD-assisted projects, the City completed an additional environmental review in December 2022. The project qualifies for a categorical exclusion per 24 CFR 58.35(a), and subject to laws and authorities at §58.5.: (a) Historic properties, (b) Floodplain management and wetland protection, (c) Coastal Zone Management, (e) Endangered species, (g) Air quality, and (i) HUD environmental standards.

This project has obtained the following permits required to construct the Wharf Phase 2 Project

- United States Army Corps of Engineers (USACE) Permit (IP) 2020-00076
- Regional Water Quality Control Board (RWQCB) 401 Water Quality Certification 34420WQ13
- California Coastal Commission (CCC) Coastal Development Permit CDP – 3-20-0431

- U.S. Fish and Wildlife Service (USFW) Consultation Code: 08EVEN00-2021-I-0111
- National Marine Fisheries Service (NMFS) Consultation Number: WCR-2020-03352

Attachments:

1. Wharf Project Phase 2 Plans
2. Moffatt & Nichol Contract Amendment No.3

Report Prepared By: Kailash Mozumder, Public Works Project Manager; Jessica Kahn, Public Works Director

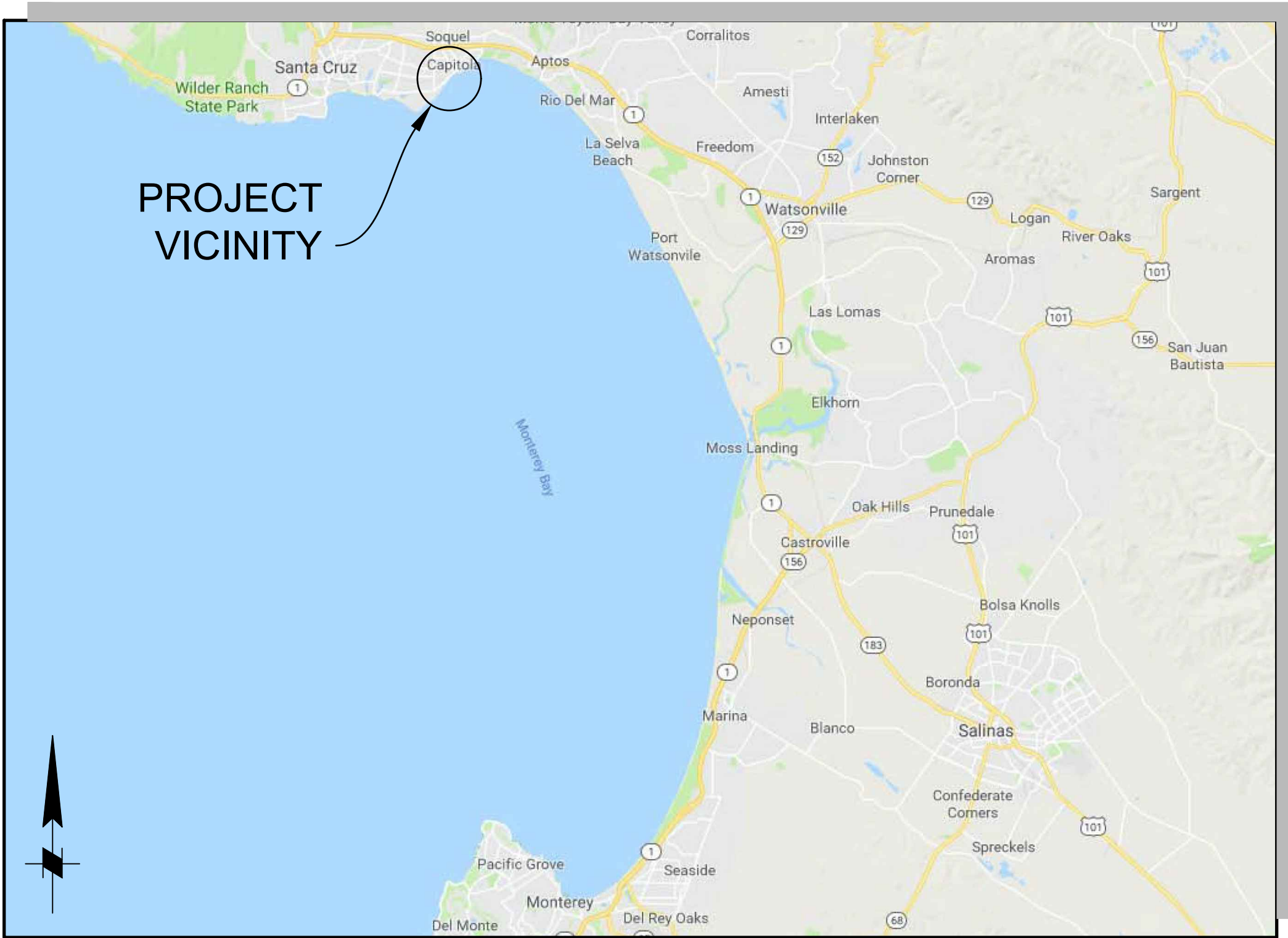
Reviewed By: Julia Moss, City Clerk; Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager



CAPITOLA WHARF

RESILIENCY AND PUBLIC ACCESS IMPROVEMENT PHASE 2



VICINITY MAP
SCALE: NTS

TIDAL DATUM (MONTEREY GAUGE)

HIGHEST OBSERVED TIDE	+7.88ft
HIGHEST ASTRONOMICAL TIDE	+7.07ft
MEAN HIGHER HIGH WATER (MHHW)	+5.33ft
MEAN SEA LEVEL (MSL)	+2.83ft
MEAN LOWER LOW WATER (MLLW)	0ft
NORTH AMERICAN VERTICAL DATUM (NAVD)	-0.13ft
LOWEST ASTRONOMICAL TIDE	-1.94ft
LOWEST OBSERVED TIDE	-2.39ft

INDEX OF DRAWINGS	
SHEET NO	SHEET TITLE
G-001	TITLE SHEET
G-002	GENERAL NOTES
G-003	EXISTING PHOTOS 1 OF 2
G-004	EXISTING PHOTOS 2 OF 2
C-100	EXISTING WHARF
C-101	OVERALL WHARF STORM DAMAGE
C-102	TRESTLE STORM DAMAGE
C-103	OVERALL WHARF
C-104	WIDENING WHARF PLAN AND SECTION
C-105	WHARF PILE REPAIRS
C-110	DECK, FRAMING AND PILE PLANS (BENTS 0-24)
C-111	DECK, FRAMING AND PILE PLANS (BENTS 24-42)
C-112	DECK, FRAMING AND PILE PLANS (BENTS 42-51)
C-113	DECK AND FRAMING PLANS (BENTS 51-76)
C-114	PILE PLAN (BENTS 51-76)
C-115	ABUTMENT PLAN
C-120	SECTIONS
C-121	TYPICAL DETAILS 1 OF 3
C-122	TYPICAL DETAILS 2 OF 3
C-123	TYPICAL DETAILS 3 OF 3
C-124	SECURITY GATE DETAILS
C-125	DOCK PLAN AND DETAILS
C-126	WHARF RESTROOMS 1 OF 2
C-127	WHARF RESTROOMS 2 OF 2
C-128	WHARF RESTROOMS FOUNDATION DETAILS
C-129	WHARF RESTROOMS RAMP AND LANDING DETAILS
U-001	EXISTING UTILITY PLAN
U-002	PROPOSED UTILITY PLAN
U-003	SEWAGE EJECTOR PUMP NEAR ABUTMENT
U-004	FIRE STANDPIPE PLAN
U-005	SINGLE LINE DIAGRAM AND DETAILS
E-001	ELECTRICAL NOTES
E-002	ELECTRICAL NOTES, ABBREVIATIONS, AND LEGEND
ED101	ELECTRICAL DEMOLITION PLAN
E-101	ELECTRICAL SITE PLAN
E-501	ELECTRICAL DETAILS
E-601	SINGLE LINE DIAGRAM AND SCHEDULE



LOCATION PLAN
SCALE: NTS



APPROVED, CITY OF CAPITOLA
Jessica Kahn
REF 81258

Mark	Description	Date	Appr.

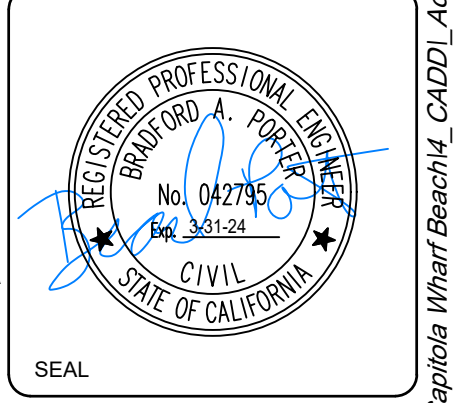
CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2

TITLE SHEET

Date:	4/18/2023	MAN Project No.:	9154-01	Drawing code:	
Designed by:	AC	Drawn by:	BP	Reviewed by:	
Submitted by:	MOFFATT & NICHOL	Drawing Scale:	1:1 (0 SHEET)	Per Scale:	

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moffatt & nichol



Sheet
Reference No.
G-001
INDEX: 1 OF 32



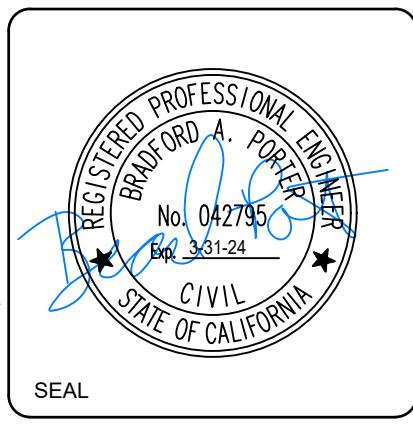
Rev.	Date	Description	Mark

**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

GENERAL NOTES

Designed by:	AC	Drawn by:	BP	Reviewed by:		Submitted by:	MOFATT & NICHOL
Date:	4/18/2023	M&N Project No.:	9154-01	Drawing code:		Drawing Scale:	
Per Scale:	1" = 10' (0 SHEET)						

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Sheet Reference No.
G-002
INDEX: 2 OF 37

File: Q:\M\C\19154-01 Capitola Wharf BeachH_CADD\1_Wharf_Sheet Set\1915401-G-002 - Plotted: 4/19/2023 1:34 PM by CANEPA, ALLISON - Saved: 4/19/2023 10:50 AM by JESTRAIDA

GENERAL NOTES

- ELEVATIONS SHOWN ARE IN FEET REFERENCED TO MEAN LOWER LOW WATER.
- DEMOLITION OF EXISTING FEATURES SHALL BE LIMITED TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE EXISTING FEATURES TO REMAIN THAT ARE DAMAGED BY THE CONTRACTOR.
- WHERE REFERENCE IS MADE TO THE CITY ON THESE DRAWINGS, THE CITY IS DEFINED AS THE CITY OF CAPITOLA OR REPRESENTATIVES OF THE CITY OF CAPITOLA.
- CONTACT THE CITY IMMEDIATELY UPON FINDING ANY FIELD CONDITIONS THAT CONFLICT WITH THE INFORMATION ON THESE DRAWINGS. ALL FIELD ADJUSTMENTS MUST BE APPROVED BY THE CITY BEFORE CONSTRUCTION OF SAID ADJUSTMENTS. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR ASSUMING FULL RESPONSIBILITY FOR ANY REQUIRED REVISIONS OR FIELD MODIFICATIONS, AS DIRECTED BY THE CITY, AT NO ADDITIONAL COST.
- PROVIDE CONSTRUCTION SITE SECURITY FOR THE DURATION OF THE CONTRACT PERIOD AND AS SPECIFIED.
- FURNISH, INSTALL AND MAINTAIN ALL WARNING SIGNS AND DEVICES NECESSARY TO SAFEGUARD THE GENERAL PUBLIC AND THE WORK, AND PROVIDE PROPER AND SAFE ROUTING OF VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO WORKING HOURS.
- KEEP THE PROJECT SITE IN A NEAT AND ORDERLY CONDITION, FREE OF RUBBISH AND DEBRIS, AT ALL TIMES.
- ALL WORK SHOWN SHALL BE NEW UNLESS OTHERWISE NOTED.
- ALL WORK SHALL CONFORM TO THE PERMIT CONDITIONS ISSUED FOR THE PROJECT BY THE REGULATORY AGENCIES:
 - CALIFORNIA COASTAL COMMISSION.
 - US ARMY CORP OF ENGINEERING.
 - REGIONAL WATER QUALITY CONTROL BOARD.
- AN HISTORIC RECORDS SEARCH HAS BEEN PERFORMED FOR THE PROJECT AND A REVIEW OF THE HISTORIC INTEGRITY PERFORMED. THE FOLLOWING SHALL BE ADHERED TO DURING THE PROJECT:
 - NO EXCAVATIONS SHALL OCCUR WITHIN THE ON-SHORE PORTIONS OF THE PROJECT SITE OR STAGING AREA, INCLUDING THE RETAINING WALL AT THE WHARF ENTRANCE, THE WHARF PARKING LOT AND WHARF ROAD.

CODES AND STANDARDS

- 2019 CALIFORNIA BUILDING CODE (CBC)
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), STEEL CONSTRUCTION MANUAL, 14TH EDITION
- AMERICAN FOREST & PAPER ASSOCIATION, NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION, NDS 2018 EDITION
- AMERICAN SOCIETY OF CIVIL ENGINEERS, MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES, ASCE 7-16
- AMERICAN CONCRETE INSTITUTE (ACI), BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY, ACI 318-19.

FRP PILES

- FRP PILE SHALL BE 12"Ø WITH 1/2" WALL THICKNESS AS PRODUCED BY CREATIVE COMPOSITES GROUP OR APPROVED EQUAL.
- FRP PILES SHALL HAVE A THICK HDPE SLEEVE AS PROVIDED BY THE MANUFACTURER. HDPE SLEEVE SHALL EXTEND 1 FT BELOW MUDLINE.
- FRP PILES SHALL HAVE A FRP STRUCTURAL CAP AS PROVIDED BY THE MANUFACTURER. THE FRP CAP SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

LUMBER

- STRUCTURAL LUMBER SHALL BE DOUGLAS FIR-LARCH NO. 1 OR BETTER AS SPECIFIED BY THE WEST COAST LUMBER INSPECTION BUREAU, VISUALLY GRADED LUMBER.
- STRUCTURAL LUMBER SHALL BE CHEMICALLY TREATED WITH ACZA FOR MARINE EXPOSURE, SALTWATER SPLASH PER AWPA STANDARD 4B, 4C.

HARDWARE

- ALL STEEL PLATES, BOLTS, LAG BOLTS, NUTS, AND WASHERS SHALL BE HOT DIP GALVANIZED, BOLTS SHALL HAVE FLAT WASHERS AT THE NUT AND HEAD. UNLESS NOTED OTHERWISE.

- BOLTS SHALL CONFORM TO ASTM A307A.
- DECK SCREWS SHALL BE 8" STRONG-DRIVE SDWS TIMBER SS SCREWS.
- DRIFT PIN MATERIAL SHALL BE SS, DIAMETER TO MATCH EXISTING.
- PILE BANDING SHALL BE 3/4" WIDE BY 0.030" THICK 316SS WITH AN "EAR-LOKT" BUCKLE, AS MANUFACTURED BY "BAND-IT" OR APPROVED EQUAL.

SURFACE PREPARATION OF TIMBER PILES

- MECHANICALLY (WATER BLAST/WIRE BRUSH) REMOVE GREASE, RUST, MARINE GROWTH, LOOSE AND UNSOUND TIMBER, AND OTHER INHIBITING MATERIALS.
- THE EXTENT OF (E) PILE CLEANING SHALL BE LIMITED TO THE EXTENT OF (N) JACKETS.

PILE REPAIR

- TIMBER PILES INDICATED SHALL BE REPAIRED WITH A FIBERGLASS JACKET ENCASING A STEEL REINFORCED GROUT FILL, DENSO SEA-SHIELD FX-70 SYSTEM OR CITY APPROVED EQUAL.
- FIBERGLASS JACKET AND GROUT PORTS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
- MONITOR PRESSURE-INJECTION OR GRAVITY-FEED APPLICATION TO ENSURE MATERIAL DOES NOT LEAK INTO WATER.
- EXCESS GROUT PUMPED OUT THROUGH PORTS OR JACKET OPENINGS SHALL BE COLLECTED AND REMOVED FROM THE WATER.

GROUT

- CEMENTITIOUS UNDERWATER GROUT SHALL BE SIMPSON FX-225 NON-SHRINK CEMENTITIOUS UNDERWATER GROUT OR CITY APPROVED EQUAL.
- MARINE EPOXY GROUT SHALL BE SIMPSON FX-60-6MP MULTI-PURPOSE MARINE EPOXY GROUT OR CITY APPROVED EQUAL.
- TOP SEAL EPOXY SHALL BE FX-763 TROWEL-GRADE EPOXY MIXED WITH FX-702 SILICA FILLER OR CITY APPROVED EQUAL.
- ALL GROUT SHALL BE PLACED TO OBTAIN UNIFORM COVERAGE WITHOUT VOIDS. SUBMIT A GROUTING PROCEDURE FOR APPROVAL BY THE CITY.

REINFORCEMENT

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

CONDUITS

- CONDUITS SHALL BE RELOCATED AS NECESSARY TO ACCOMMODATE REPAIRS.

REMOVAL NOTES

- THE SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH DAY AND AT THE CONCLUSION OF REMOVAL WORK.

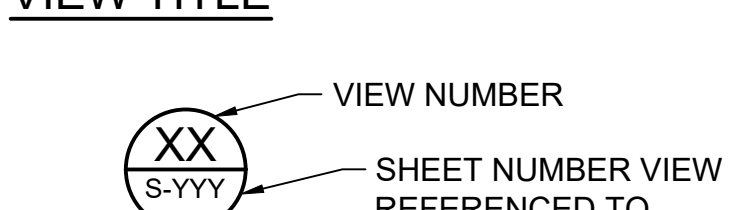
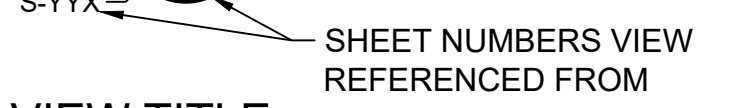
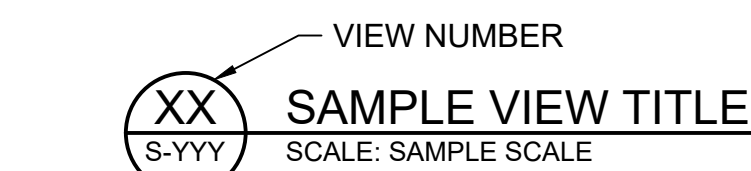
ADD ALTERNATE BID ITEMS

- REPLACING OR REPAIRING PILES AS SHOWN ON SHEET C-103.
- REPLACING EXISTING POWER CABLES FROM PANELBOARD "MDP-L-WHARF" TO BENT 57 AS SHOWN ON SHEET E-101.

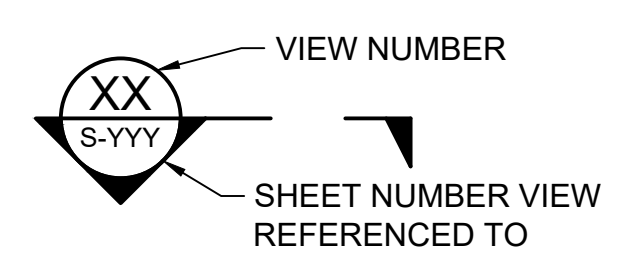
ABBREVIATIONS

&	AND
@	AT
ACI	AMERICAN CONCRETE INSTITUTE
AISC	AMERICAN INSTITUTE OF STEEL CONSTRUCTION
ASCE	AMERICAN SOCIETY OF CIVIL ENGINEERS
ASTM	ASTM INTERNATIONAL
AWPA	AMERICAN WOOD PROTECTION ASSOCIATION
APPROX	APPROXIMATE
BLDG	BUILDING
CBC	CALIFORNIA BUILDING CODE
CL	CENTER LINE
CLR	CLEAR
CONC	CONCRETE
DIA	DIAMETER
(E)	EXISTING
EHW	EXTREME HIGH WATER
EL	ELEVATION
F&I	FURNISH AND INSTALL
FM	FORCE MAIN
FT	FEET
F.H.	FLAT HEAD
FRP	FIBER REINFORCED POLYMER
HDPE	HIGH DENSITY POLYETHYLENE
HDG	HOT-DIP GALVANIZED
HSS	HOLLOW STRUCTURAL SECTION
HTL	HIGH TIDE LINE
NDS	NATIONAL DESIGN SPECIFICATION
(N)	NEW
MAX	MAXIMUM
MIN	MINIMUM
MHW	MEAN HIGH WATER
MHHW	MEAN HIGHER HIGH WATER
MLLW	MEAN LOWER LOW WATER
MSL	MEAN SEA LEVEL
MTL	MEAN TIDE LEVEL
NTS	NOT TO SCALE
NO.	NUMBER
OC	ON CENTER
O.D.	OUTER DIAMETER
PL	PLATE
SIM	SIMILAR
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VIF	VERIFY IN FIELD
SS	STAINLESS STEEL

CROSS REFERENCE LEGEND



DETAIL CALLOUT



SECTION CALLOUT



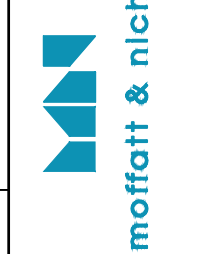
Mark	Description	Date	Appr.

**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

EXISTING PHOTOS 1 OF 2

Designed by: AC	Date: 4/18/2023	Rev:
Drawn by: AC	MAN Project No.: 9154-01	Drawing code:
Reviewed by: 		Drawing Scale:
Submitted by: MOFFATT & NICHOL		Plot Scale: 1" = (0 SHEET)

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Sheet Reference No.
G-003
INDEX: 3 OF 37

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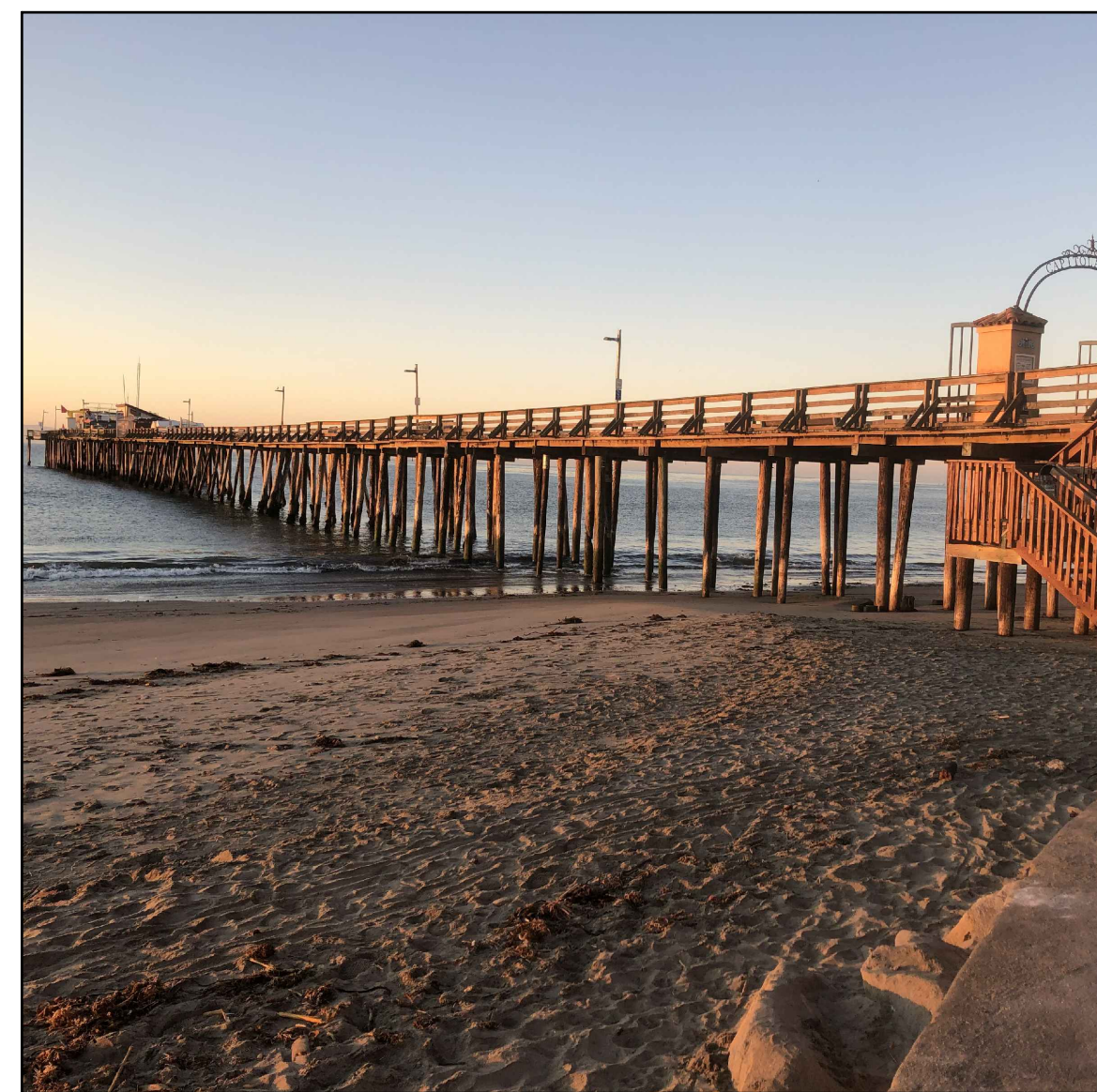


PHOTO 1
OVERALL VIEW OF WHARF

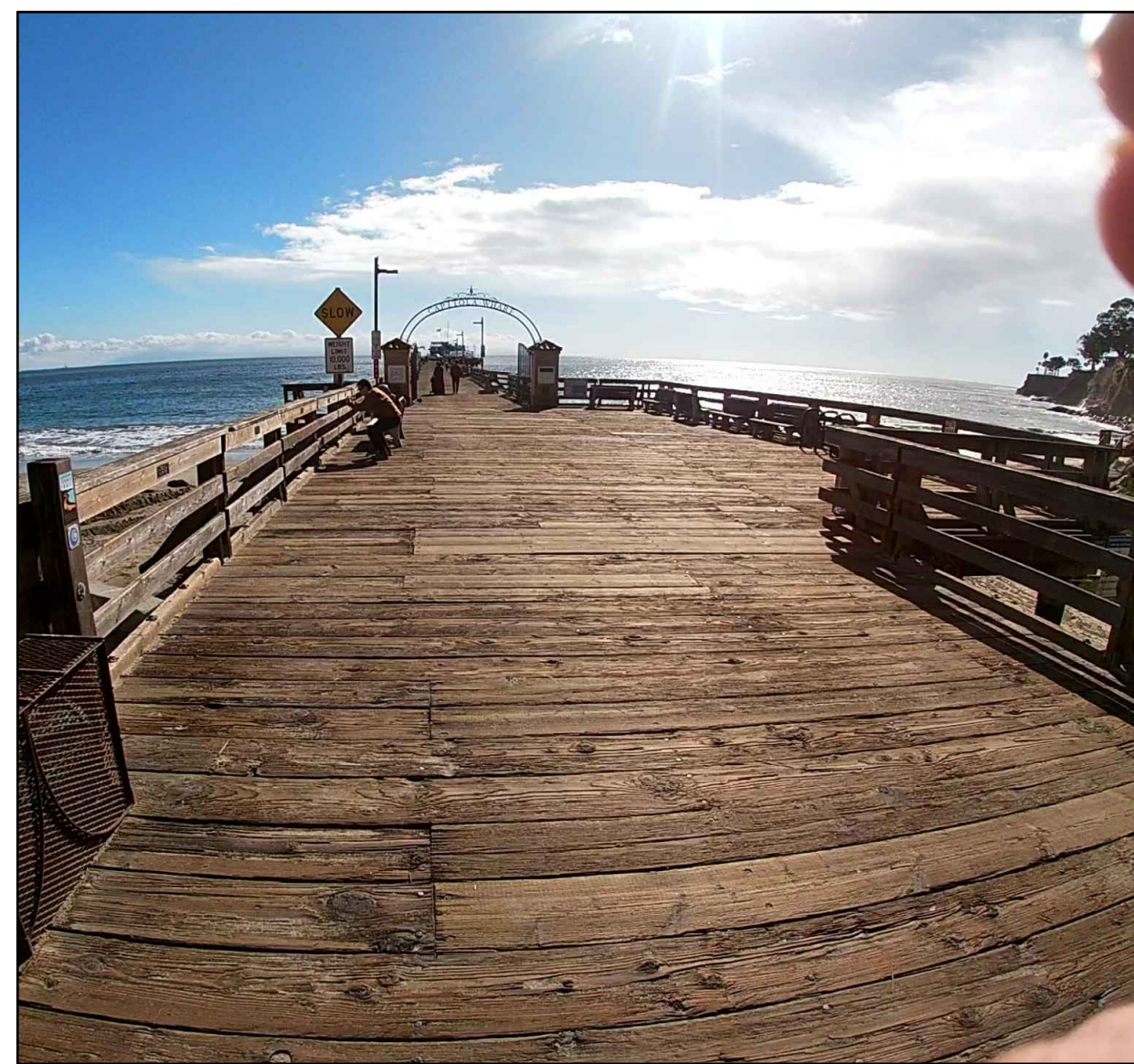


PHOTO 2
ENTRY GATE



PHOTO 3
WHARF BELOW CRANE

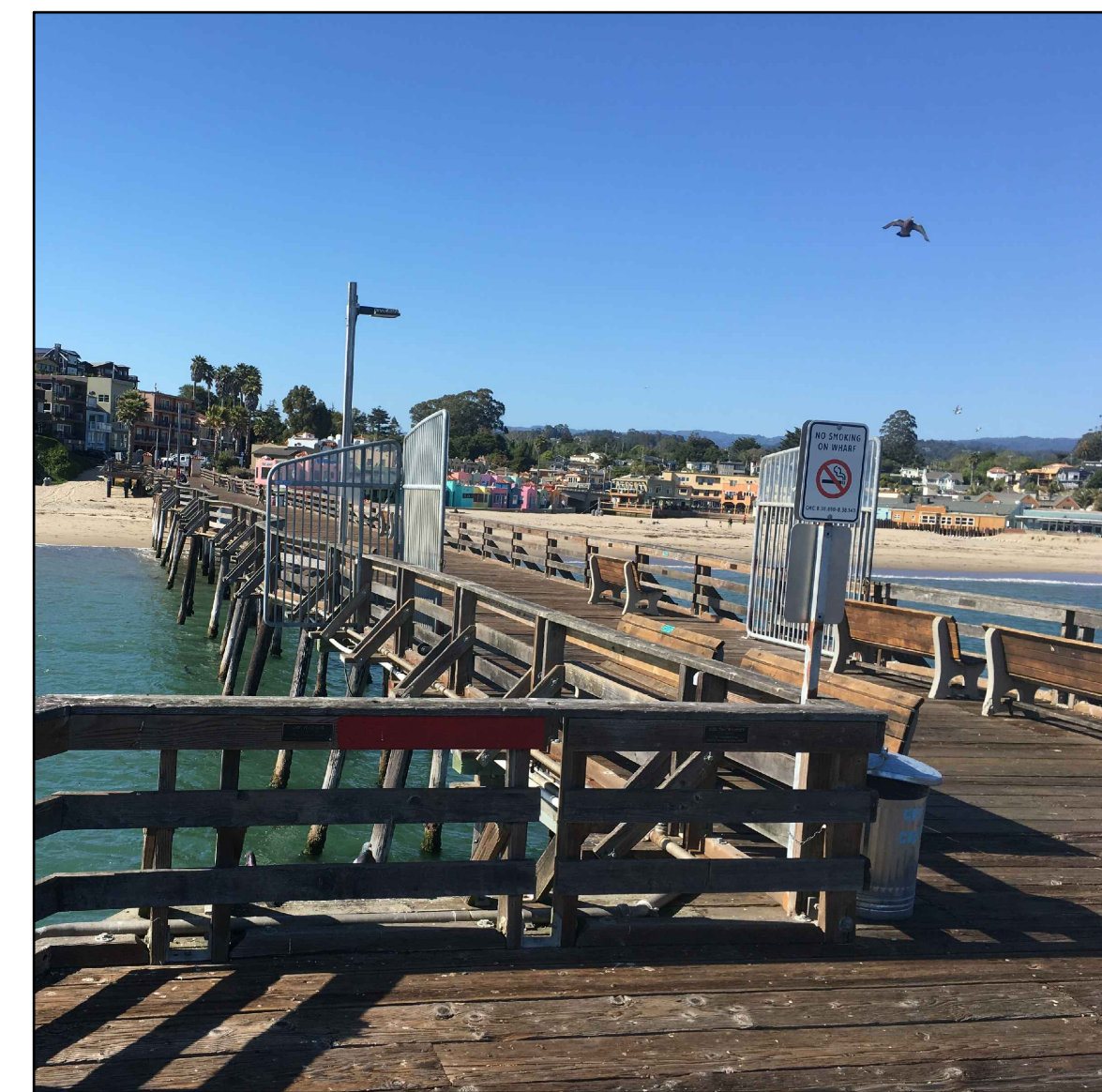


PHOTO 4
SECURITY GATE

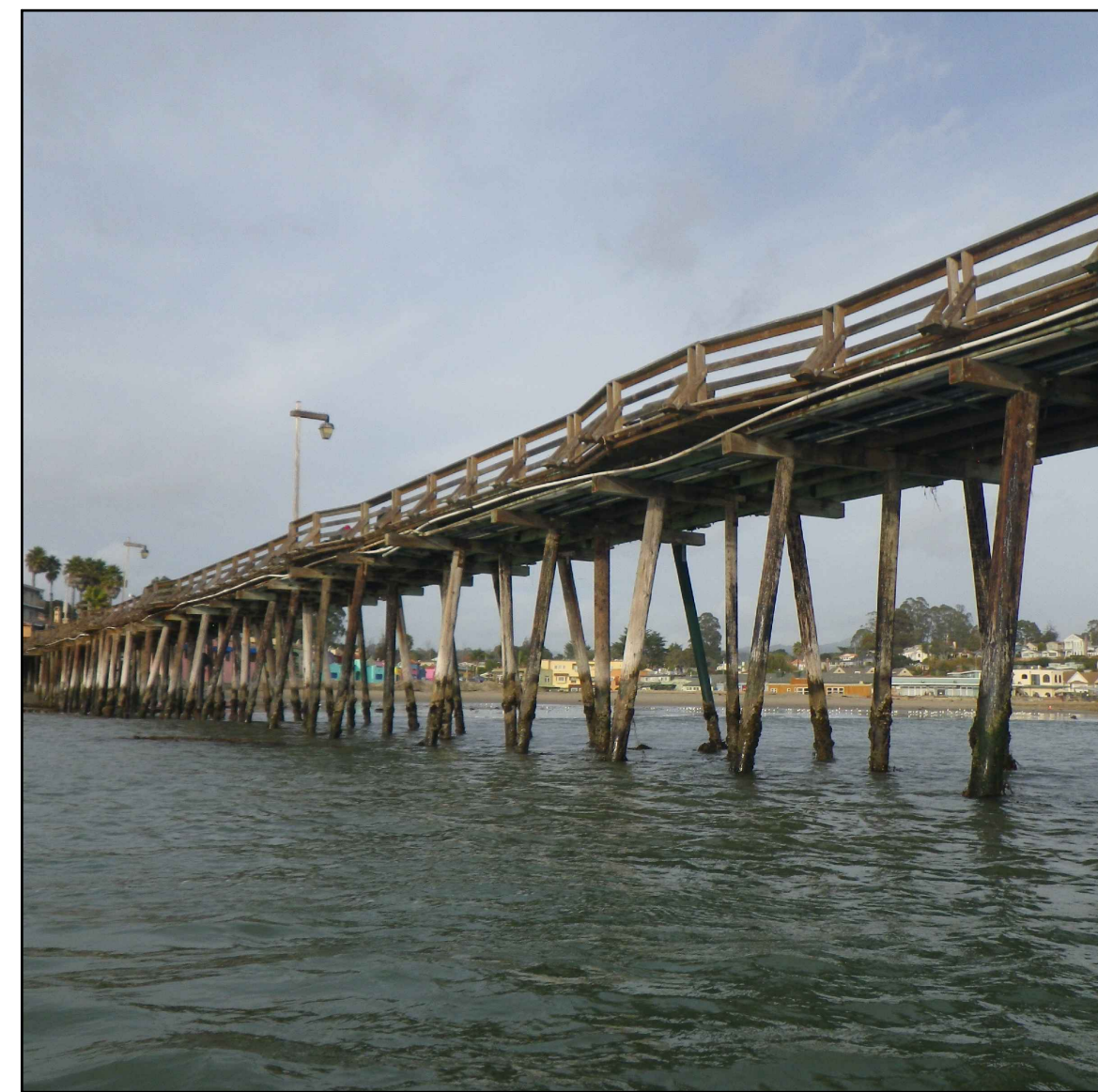


PHOTO 5
TRESTLE

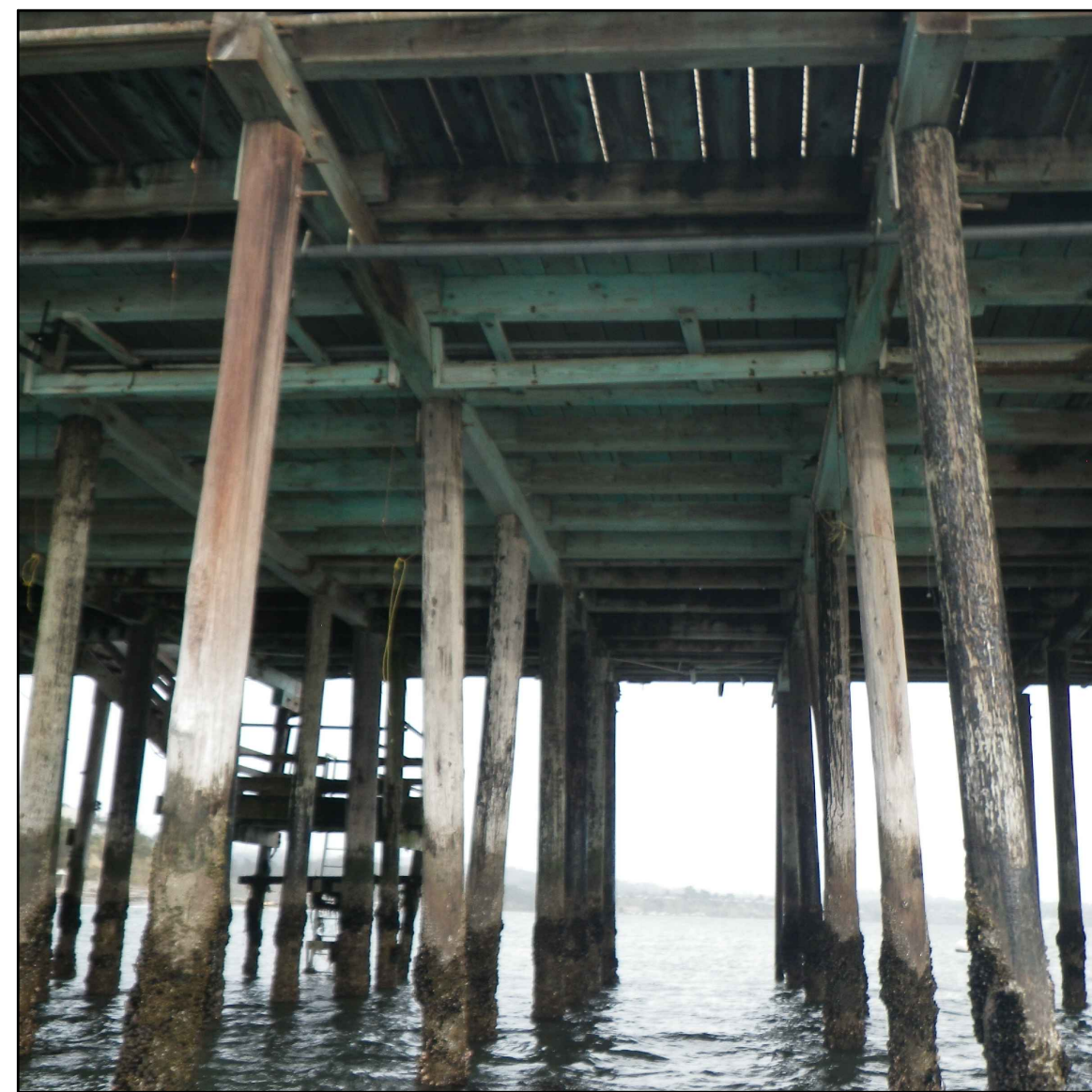


PHOTO 6
BELOW DECK AT BENT 61



PHOTO 7
UTILITIES BELOW DECK

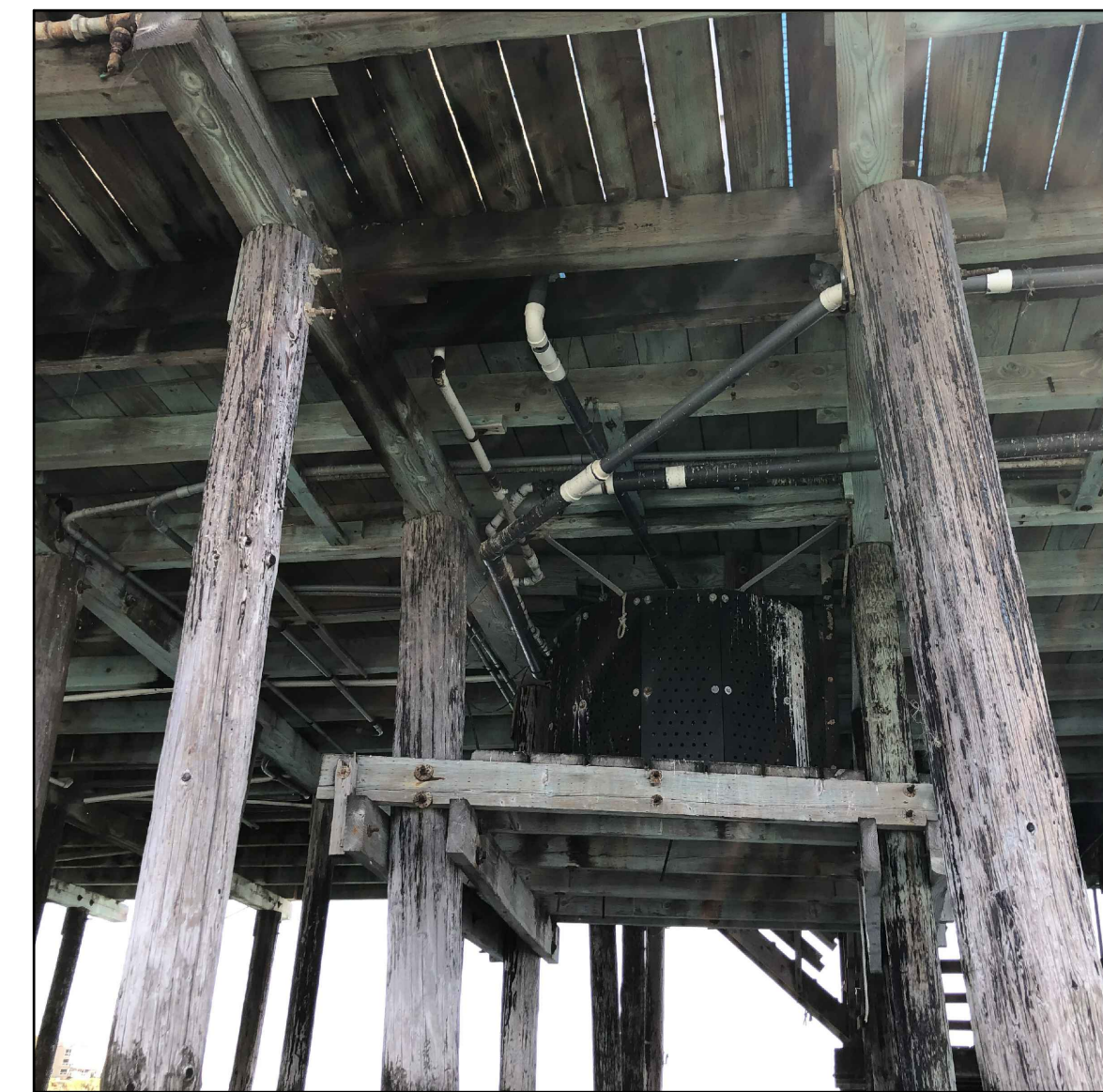
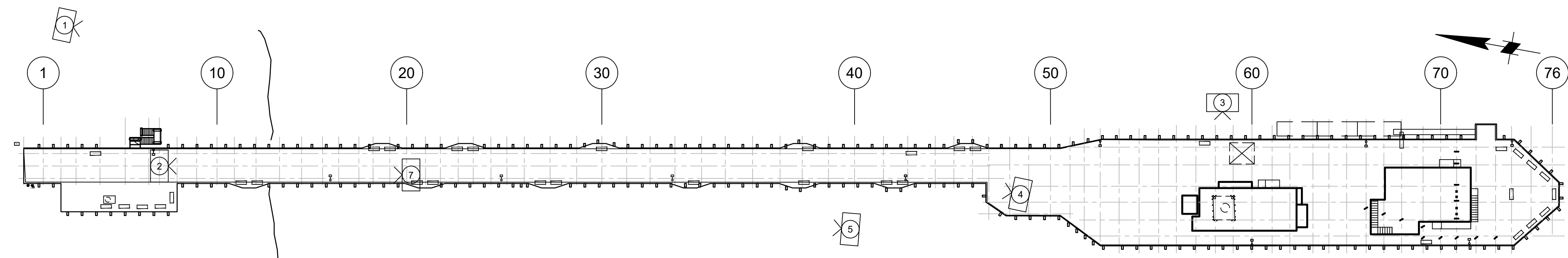


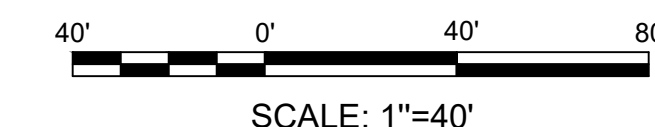
PHOTO 8
UTILITIES AT SEWAGE EJECTOR PUMP

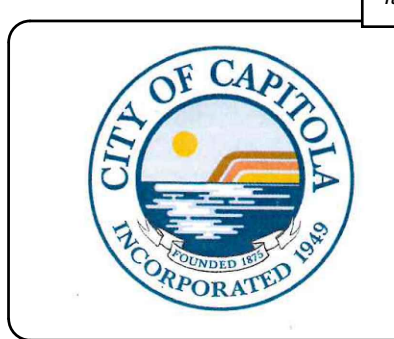


1 PLAN - PHOTO LOCATIONS
SCALE: 1"=40'

LEGEND:

PHOTO REFERENCE SEE G-003
DIRECTION OF PHOTO





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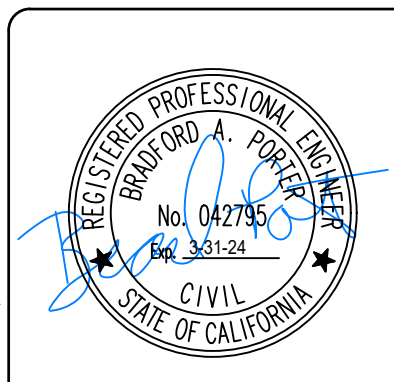
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

EXISTING PHOTOS 2 OF 2

Designed by:	AC	Date:	4/18/2023
Dwn by:	AC	MAN Project No.:	9154-01
Reviewed by:	BP	Drawing code:	
Submitted by:	MOFATT & NICHOL	Drawing Scale:	1" = (0 SHEET)

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mofatt & nichol



Sheet Reference No.
G-004
INDEX: 4 OF 37



PHOTO 12
STORM DAMAGE AT TRESTLE



PHOTO 11
STORM DAMAGE AT TRESTLE



PHOTO 10
STORM DAMAGE AT TRESTLE

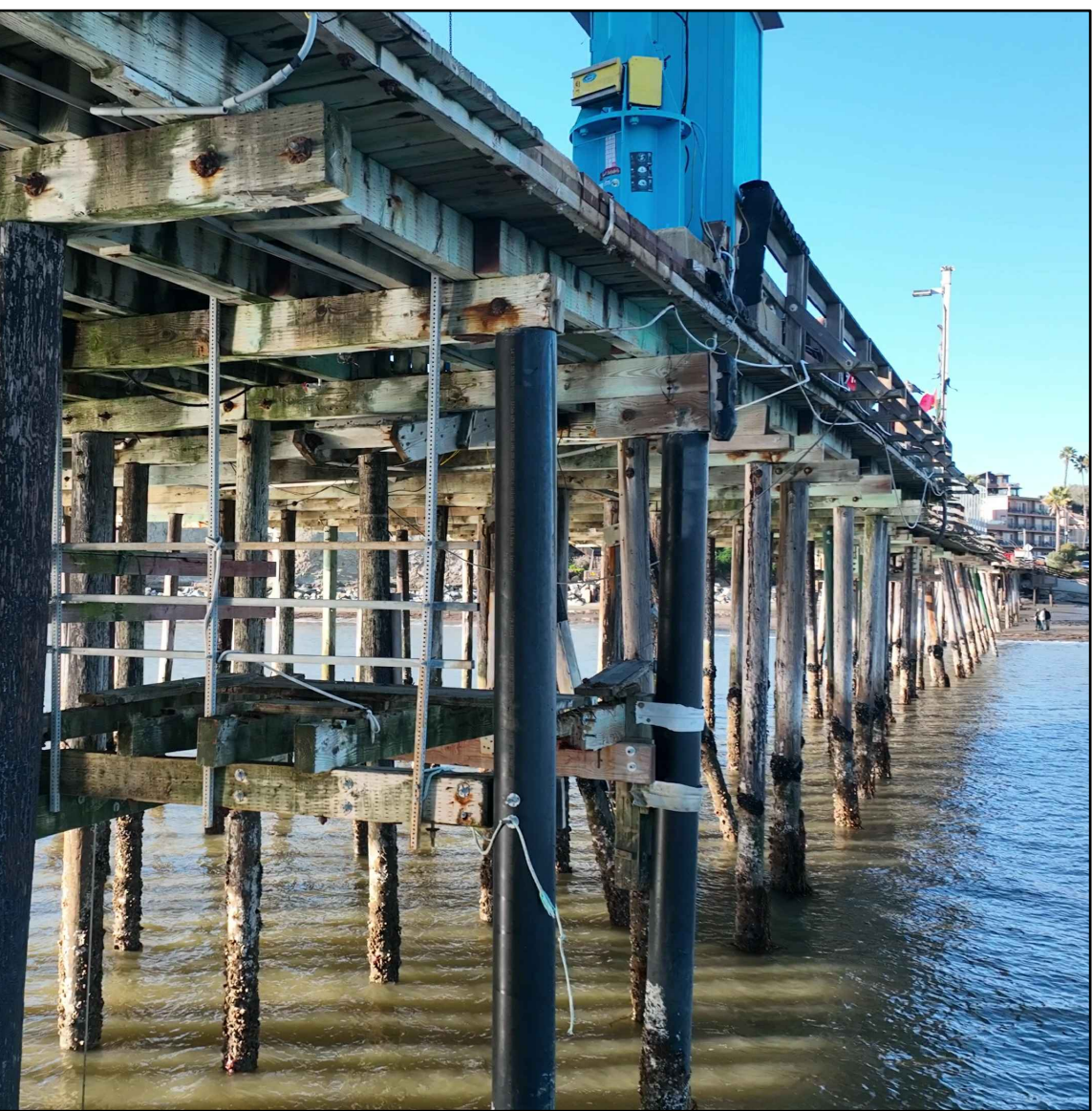


PHOTO 16
WHARF BELOW CRANE



PHOTO 15
PILE CAPS AT WHARF HEAD

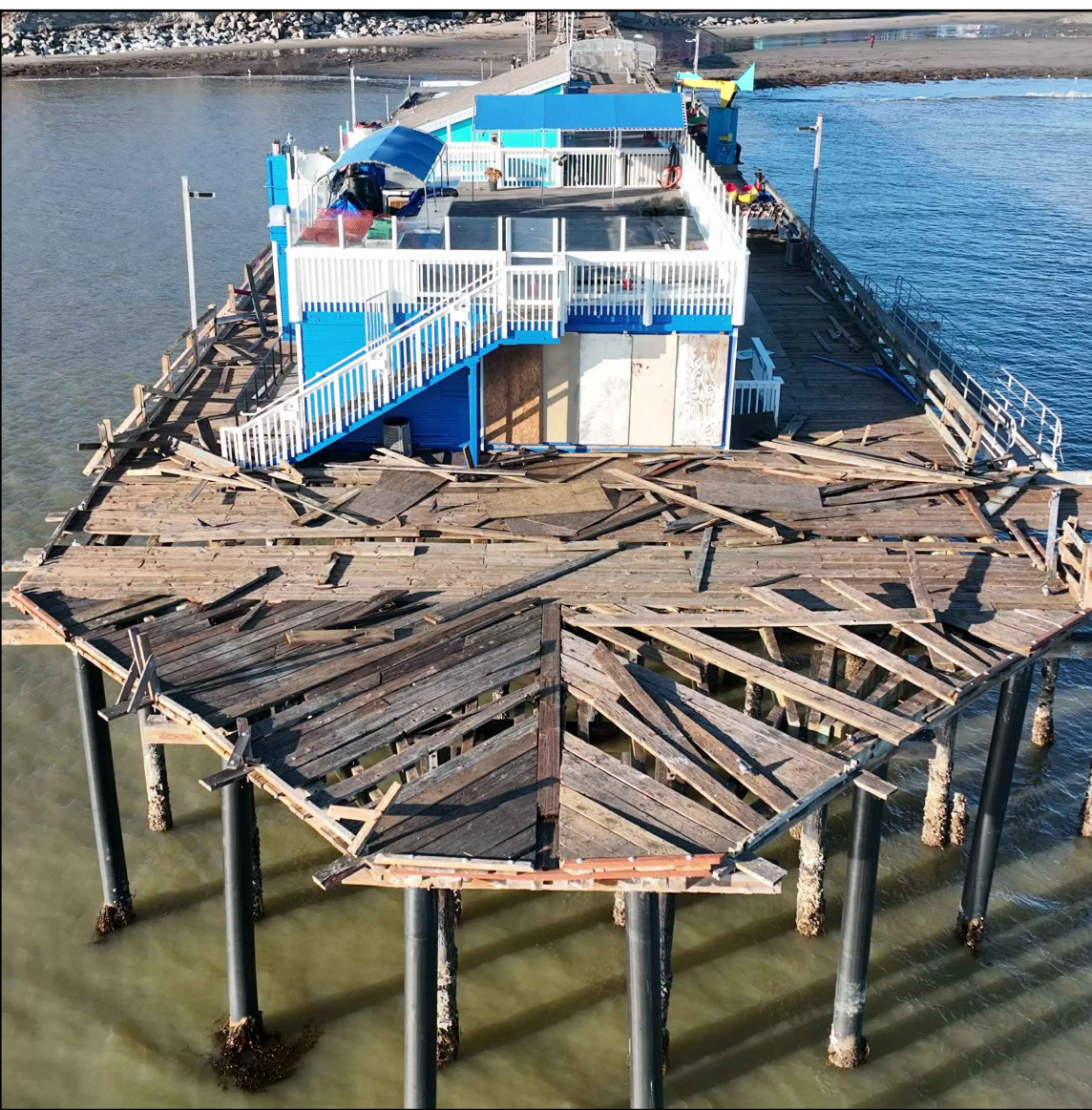


PHOTO 14
WHARF HEAD



PHOTO 9
STORM DAMAGE AT STAIRS

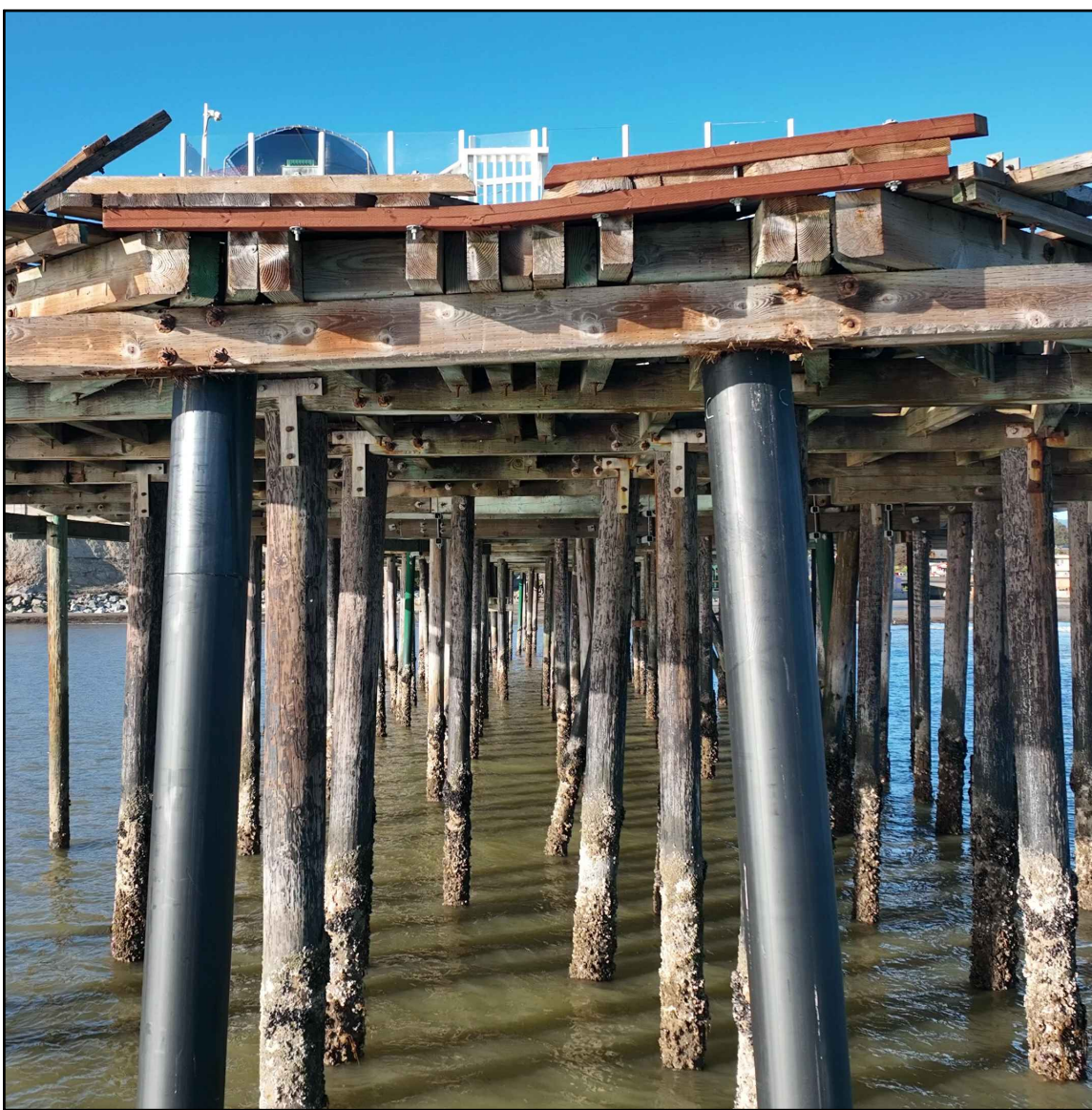
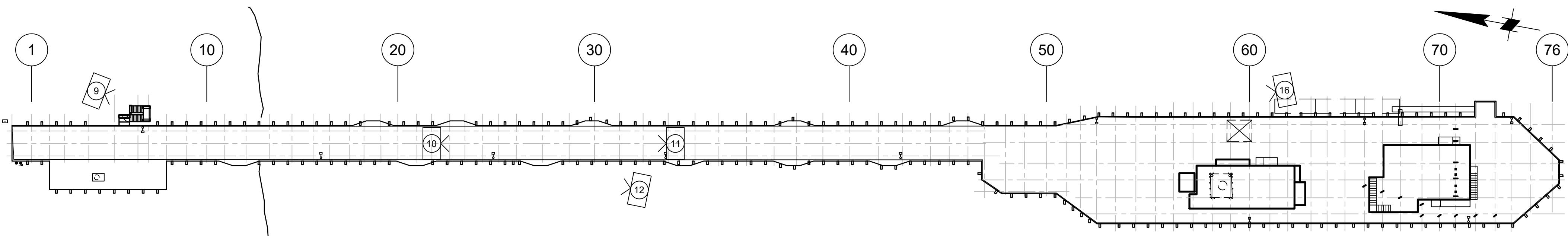
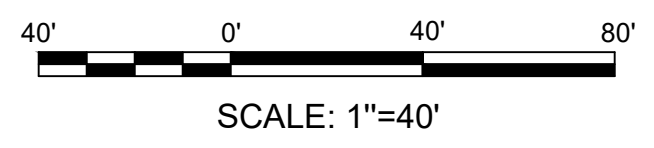


PHOTO 13
PILES OFF PILE CAP AT WHARF HEAD



1 PLAN - PHOTO LOCATIONS
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[Symbol] DIRECTION OF PHOTO





Appr.	Date	Description	Mark

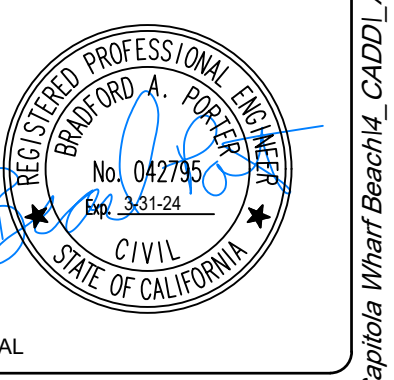
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

EXISTING WHARF

Rev:	Date:	Desig. by:	Drawn by:	Reviewed by:	Submitted by:
	4/19/2023	AC	AC		MOFATT & NICHOL
			BP		

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mofatt & nichol

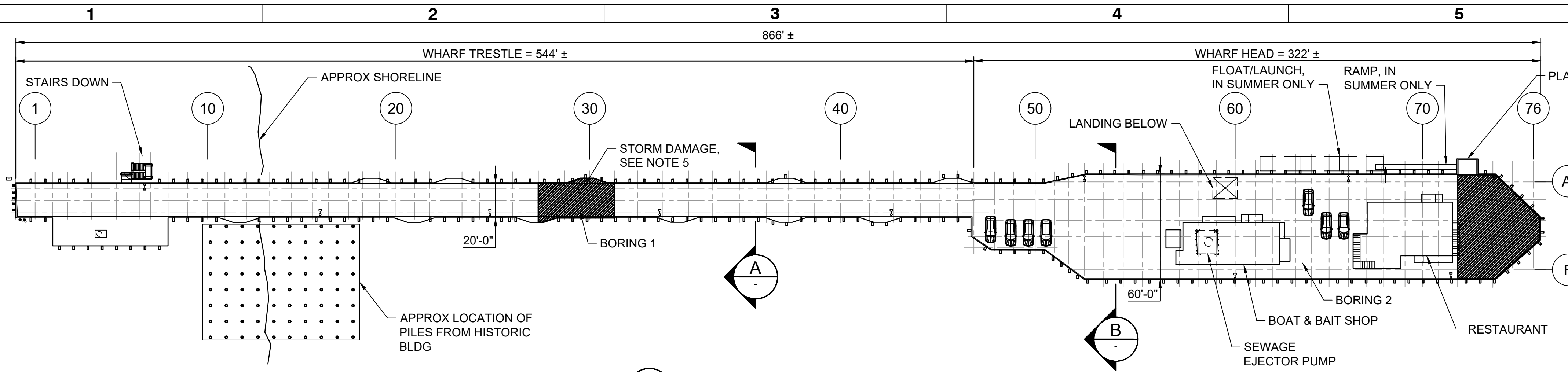


Sheet Reference No.
C-100
INDEX: 5 OF 37

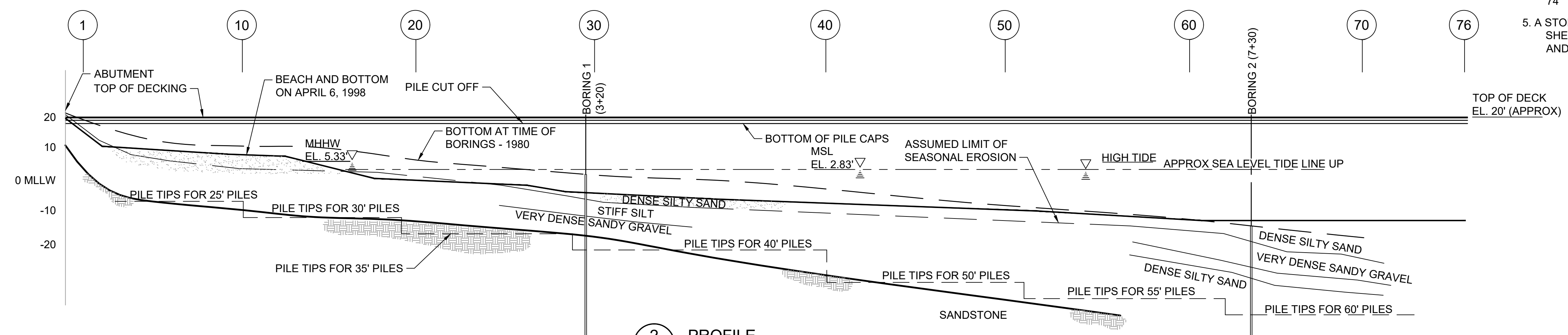
NOTES:

- SOIL PROFILE IS BASED UPON DRAWING 80-37 BY H.V. ANDERSON DATED MARCH 13, 1981 AND HARDING LAWSON ASSOC. (HLA) SOILS INVESTIGATION DATED MAY 8, 1980.
- BORINGS (2) WERE DONE BY HLA ON MARCH 5, 1980.
- GRID LINES HAVE BEEN MODIFIED TO BE SEQUENTIAL AND DIFFER FROM THE ORIGINAL DRAWINGS OF H.V. ANDERSON (NOTE 1) THAT HAD VARIED THE GRID NUMBERING TO INCLUDE PILE BENTS REMAINING FROM THE ORIGINAL PROJECT, WHILE OTHERS HAD BEEN ADDED.
- THE ELEVATION OF THE WHARF DECK VARIES ALONG ITS LENGTH FROM A HIGH POINT AT THE ABUTMENT AS SHOWN BELOW. THE +20.0 FT MLLW ELEVATION SHOWN IS APPROXIMATE.
- A STORM IN EARLY 2023 DAMAGED THE WHARF. SEE SHEETS C-101 AND C-102 FOR STORM DAMAGE PLANS AND DETAILS.

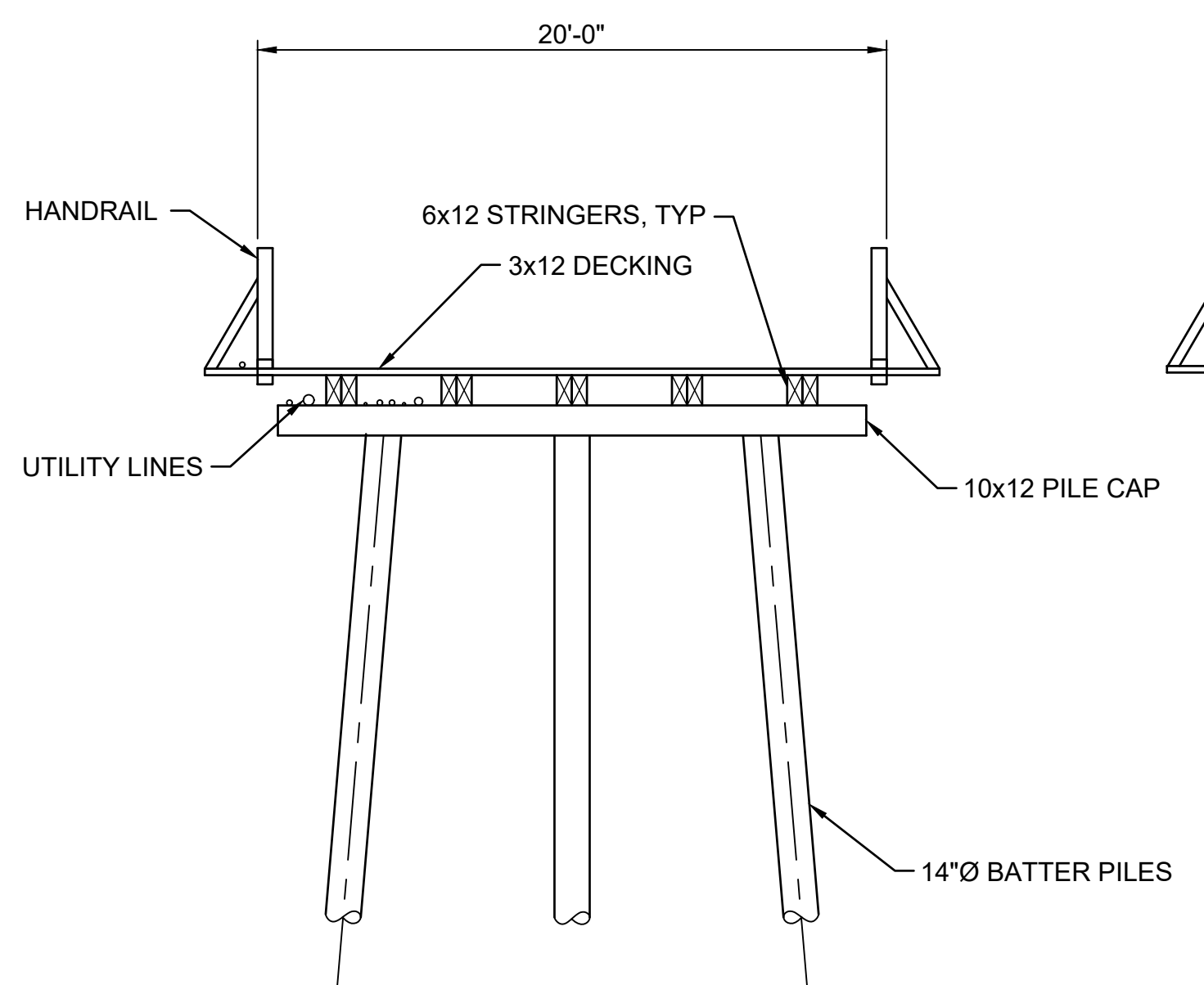
BENT	DISTANCE BELOW ABUTMENT (APPROX.)
0 (ABUTMENT)	0
40	2.5'
60	2.0'
74	1.8'



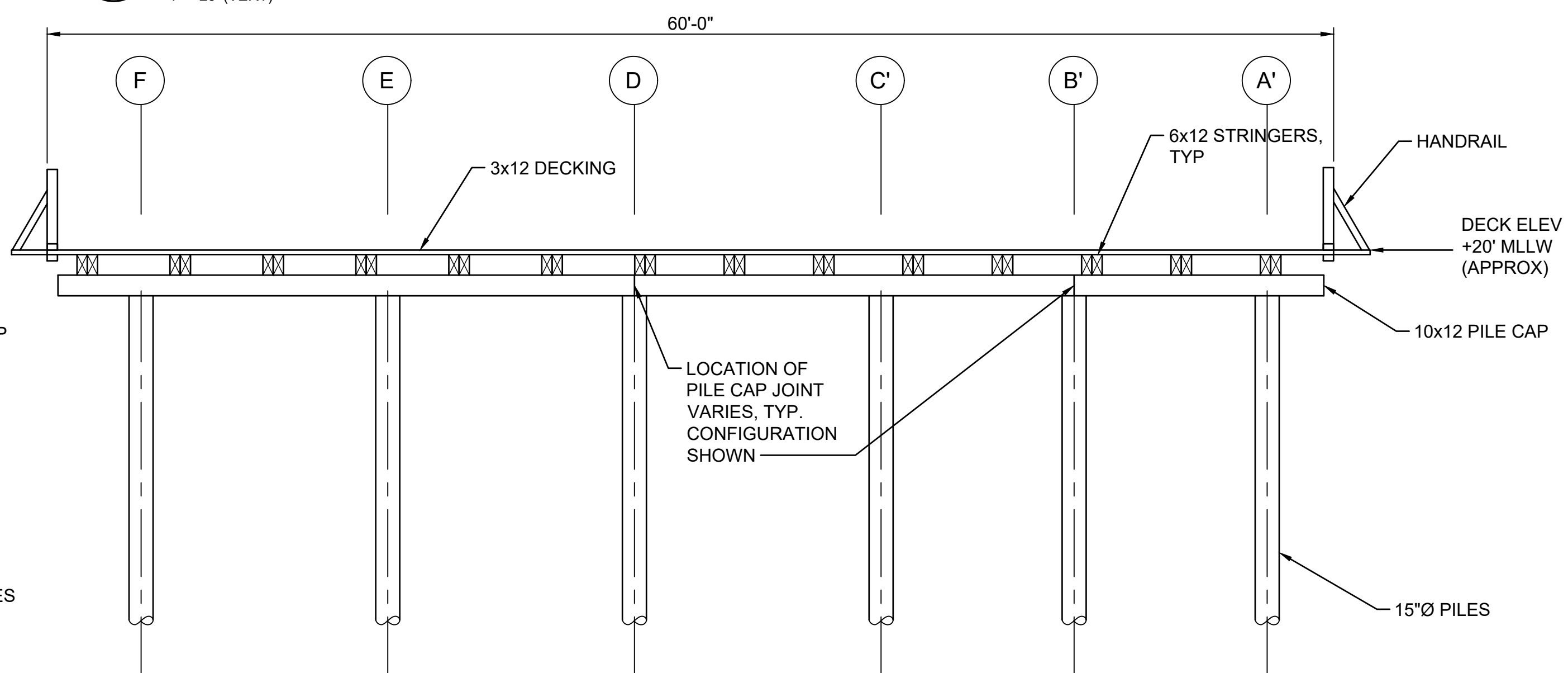
1 PLAN
SCALE: 1" = 40'



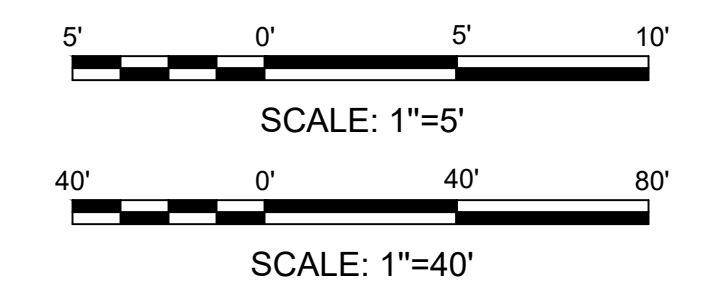
2 PROFILE
SCALE: 1" = 40' (HORIZ)
1" = 20' (VERT)



A TRESTLE SECTION
SCALE: 1" = 5'



B WHARF HEAD SECTION
SCALE: 1" = 5'





Rev.	Date	Description

**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

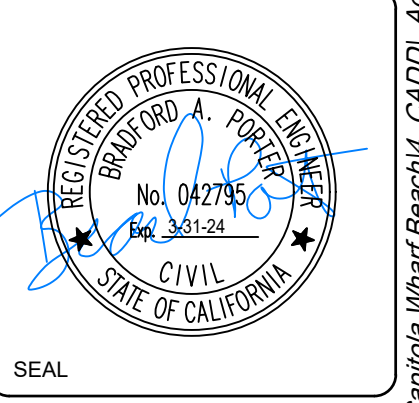
**OVERALL WHARF STORM
DAMAGE**

Designed by: JE	Drawn by: JE	Reviewed by: BP	Submitted by: MOFFATT & NICHOL
Date: 12/16/2022	M&N Project No.: 9154-01	Drawing code:	Drawing Scale: 1" = (0 SHEET)

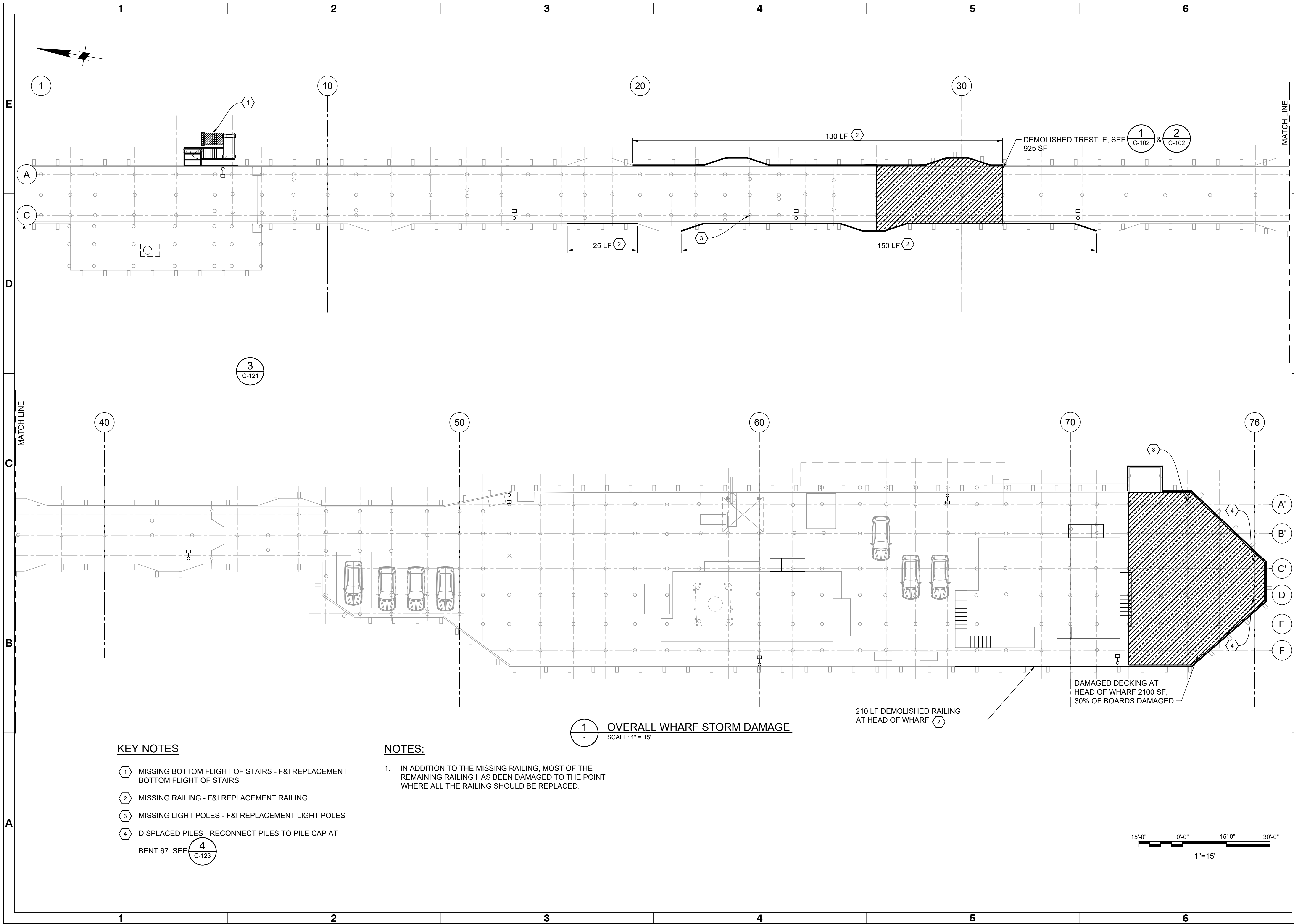
2185 N. CALIFORNIA BLVD.
SUITE 500
WALNUT CREEK, CA 94596

moffatt & nichol

FILE: Q:\M\09154-01 Capitola Wharf Beach CADD_Active\Wharf_Sheet Set\915407-C-101 - Plotted: 4/19/2023 10:49 AM by JESTRADA



Sheet Reference No.
C-101
INDEX: 6 OF 37



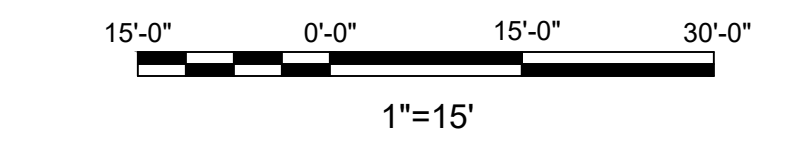
1 OVERALL WHARF STORM DAMAGE
SCALE: 1" = 15'

KEY NOTES

- 1 MISSING BOTTOM FLIGHT OF STAIRS - F&I REPLACEMENT BOTTOM FLIGHT OF STAIRS
- 2 MISSING RAILING - F&I REPLACEMENT RAILING
- 3 MISSING LIGHT POLES - F&I REPLACEMENT LIGHT POLES
- 4 DISPLACED PILES - RECONNECT PILES TO PILE CAP AT BENT 67. SEE C-123

NOTES:

1. IN ADDITION TO THE MISSING RAILING, MOST OF THE REMAINING RAILING HAS BEEN DAMAGED TO THE POINT WHERE ALL THE RAILING SHOULD BE REPLACED.





Mark	Description	Date	Appr.

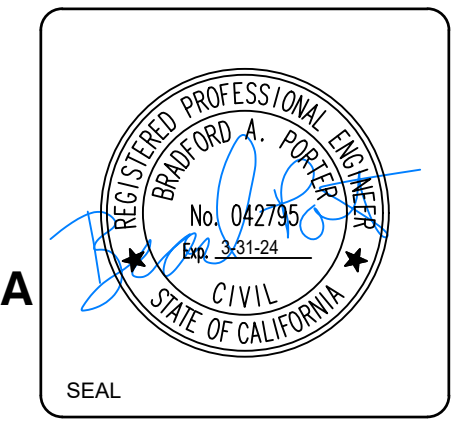
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

OVERALL WHARF

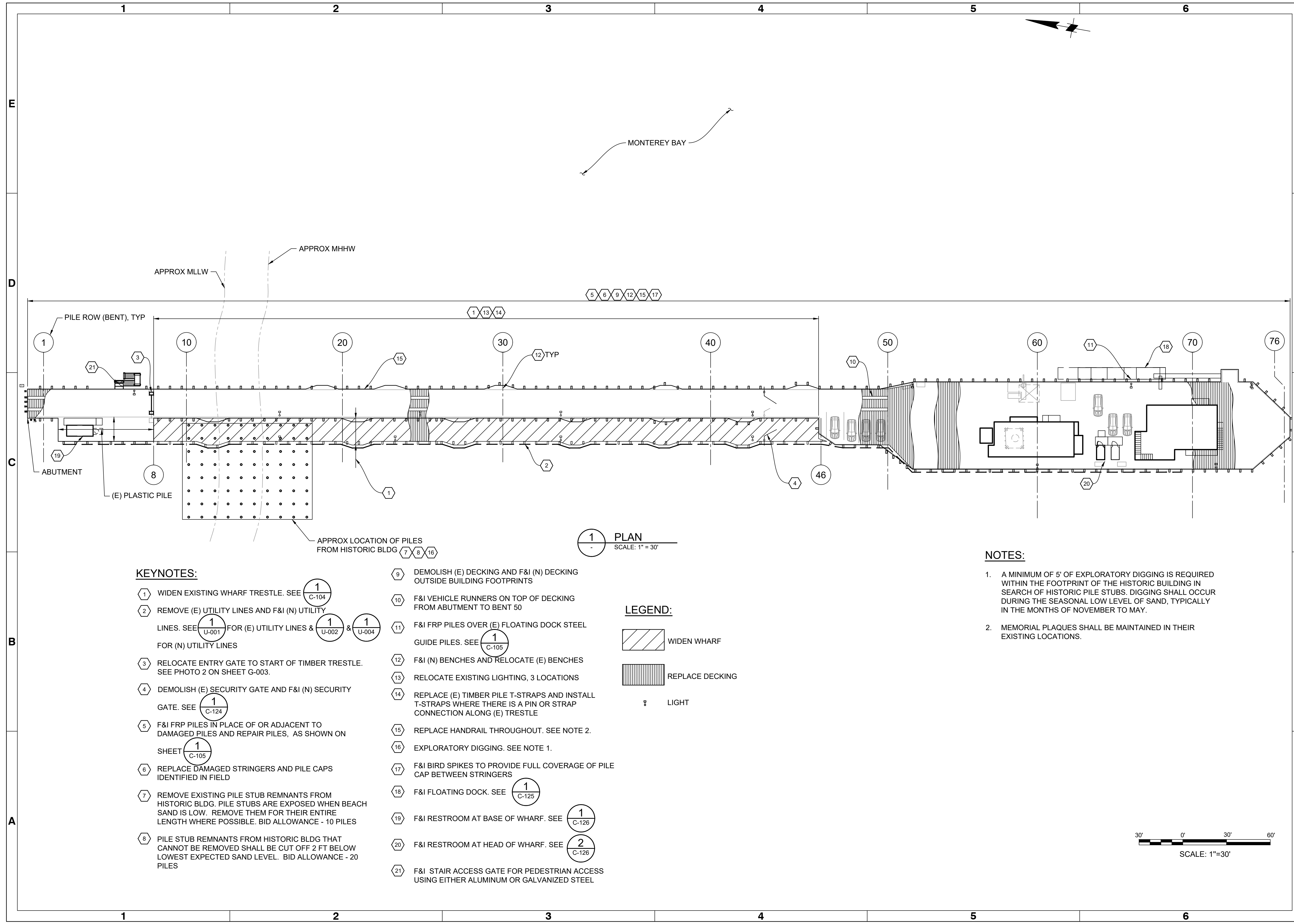
Designed by: AC	Checked by: BP	Reviewed by: AC	Submitted by: MOFFATT & NICHOL
Date: 4/18/2023	M&N Project No.: 9154-01	Drawing code:	Drawing Scale: 1" = 30'

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

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Sheet Reference No.
C-103
INDEX: 8 OF 37



1 PLAN
SCALE: 1" = 30'

KEYNOTES:

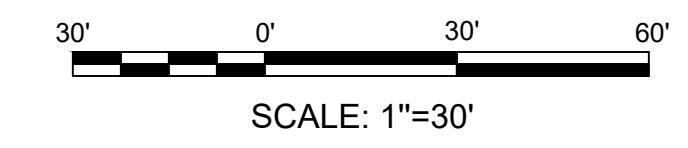
- 1 WIDEN EXISTING WHARF TRESTLE. SEE **1** C-104
- 2 REMOVE (E) UTILITY LINES AND F&I (N) UTILITY LINES. SEE **1** U-001 FOR (E) UTILITY LINES & **1** U-002 & **1** U-004 FOR (N) UTILITY LINES
- 3 RELOCATE ENTRY GATE TO START OF TIMBER TRESTLE. SEE PHOTO 2 ON SHEET G-003.
- 4 DEMOLISH (E) SECURITY GATE AND F&I (N) SECURITY GATE. SEE **1** C-124
- 5 F&I FRP PILES IN PLACE OF OR ADJACENT TO DAMAGED PILES AND REPAIR PILES, AS SHOWN ON SHEET **1** C-105
- 6 REPLACE DAMAGED STRINGERS AND PILE CAPS IDENTIFIED IN FIELD
- 7 REMOVE EXISTING PILE STUB REMNANTS FROM HISTORIC BLDG. PILE STUBS ARE EXPOSED WHEN BEACH SAND IS LOW. REMOVE THEM FOR THEIR ENTIRE LENGTH WHERE POSSIBLE. BID ALLOWANCE - 10 PILES
- 8 PILE STUB REMNANTS FROM HISTORIC BLDG THAT CANNOT BE REMOVED SHALL BE CUT OFF 2 FT BELOW LOWEST EXPECTED SAND LEVEL. BID ALLOWANCE - 20 PILES
- 9 DEMOLISH (E) DECKING AND F&I (N) DECKING OUTSIDE BUILDING FOOTPRINTS
- 10 F&I VEHICLE RUNNERS ON TOP OF DECKING FROM ABUTMENT TO BENT 50
- 11 F&I FRP PILES OVER (E) FLOATING DOCK STEEL GUIDE PILES. SEE **1** C-105
- 12 F&I (N) BENCHES AND RELOCATE (E) BENCHES
- 13 RELOCATE EXISTING LIGHTING, 3 LOCATIONS
- 14 REPLACE (E) TIMBER PILE T-STRAPS AND INSTALL T-STRAPS WHERE THERE IS A PIN OR STRAP CONNECTION ALONG (E) TRESTLE
- 15 REPLACE HANDRAIL THROUGHOUT. SEE NOTE 2.
- 16 EXPLORATORY DIGGING. SEE NOTE 1.
- 17 F&I BIRD SPIKES TO PROVIDE FULL COVERAGE OF PILE CAP BETWEEN STRINGERS
- 18 F&I FLOATING DOCK. SEE **1** C-125
- 19 F&I RESTROOM AT BASE OF WHARF. SEE **1** C-126
- 20 F&I RESTROOM AT HEAD OF WHARF. SEE **2** C-126
- 21 F&I STAIR ACCESS GATE FOR PEDESTRIAN ACCESS USING EITHER ALUMINUM OR GALVANIZED STEEL

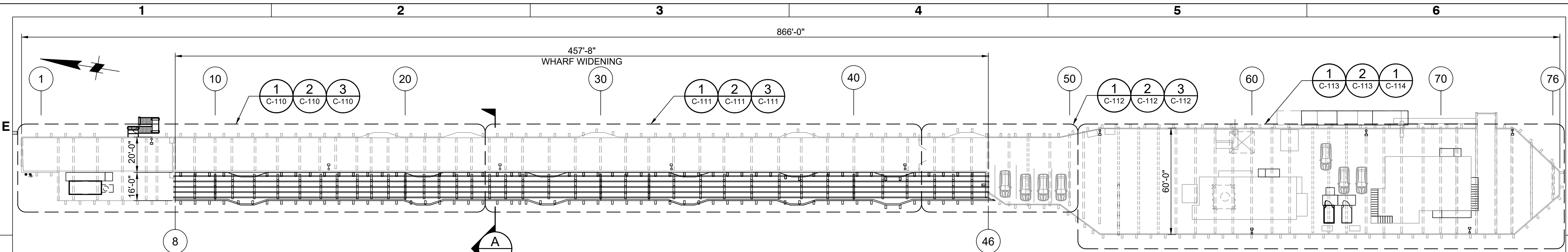
LEGEND:

- WIDEN WHARF
- REPLACE DECKING
- LIGHT

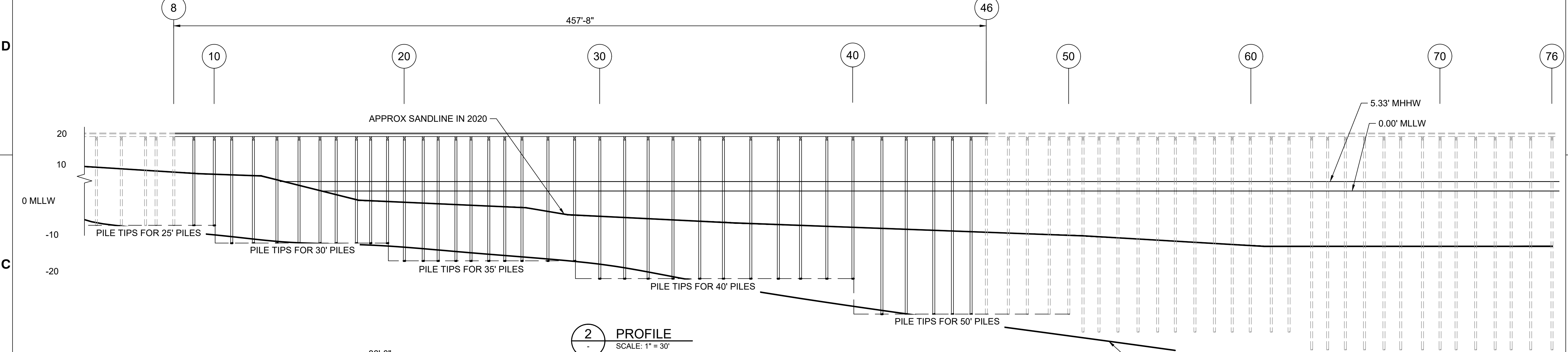
NOTES:

- A MINIMUM OF 5' OF EXPLORATORY DIGGING IS REQUIRED WITHIN THE FOOTPRINT OF THE HISTORIC BUILDING IN SEARCH OF HISTORIC PILE STUBS. DIGGING SHALL OCCUR DURING THE SEASONAL LOW LEVEL OF SAND, TYPICALLY IN THE MONTHS OF NOVEMBER TO MAY.
- MEMORIAL PLAQUES SHALL BE MAINTAINED IN THEIR EXISTING LOCATIONS.

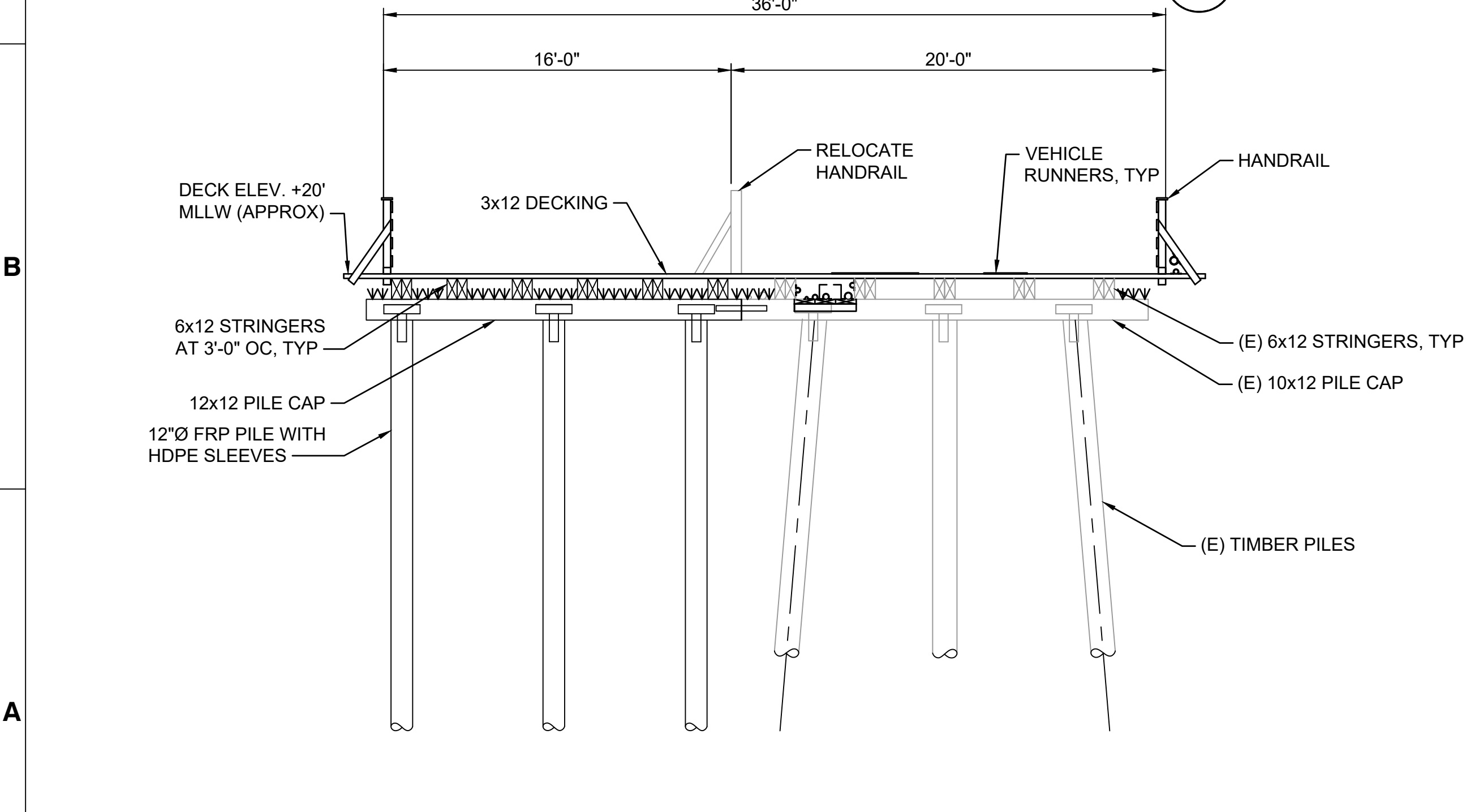




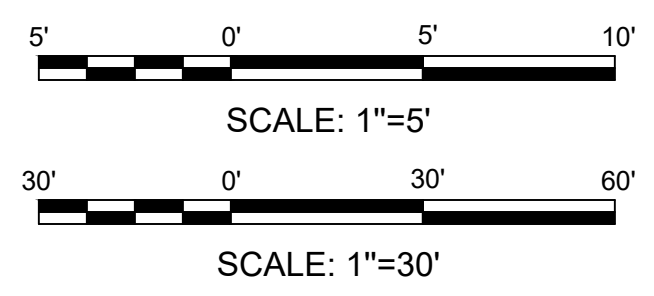
1 PLAN
SCALE: 1" = 30'



2 PROFILE
SCALE: 1" = 30'



A SECTION
SCALE: 1" = 5'



Mark	Description	Date	Appr.

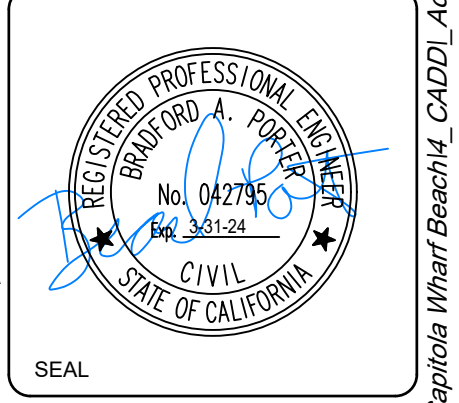
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

**WIDENING WHARF PLAN
AND SECTION**

Designed by: AC	Drawn by: AC	Reviewed by:	Submitted by: MOFFATT & NICHOL
Date: 4/18/2023	M&N Project No.: 9154-01	Drawing code:	Plot scale: 1" = (0 SHEET)

2185 N. CALIFORNIA BLVD.
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WALNUT CREEK, CA 94596

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C-104
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Rev.	Date	Description

**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

WHARF PILE REPAIRS

Designed by: AC	Drawn by: BP	Reviewed by:	Submitted by: MOFFATT & NICHOL
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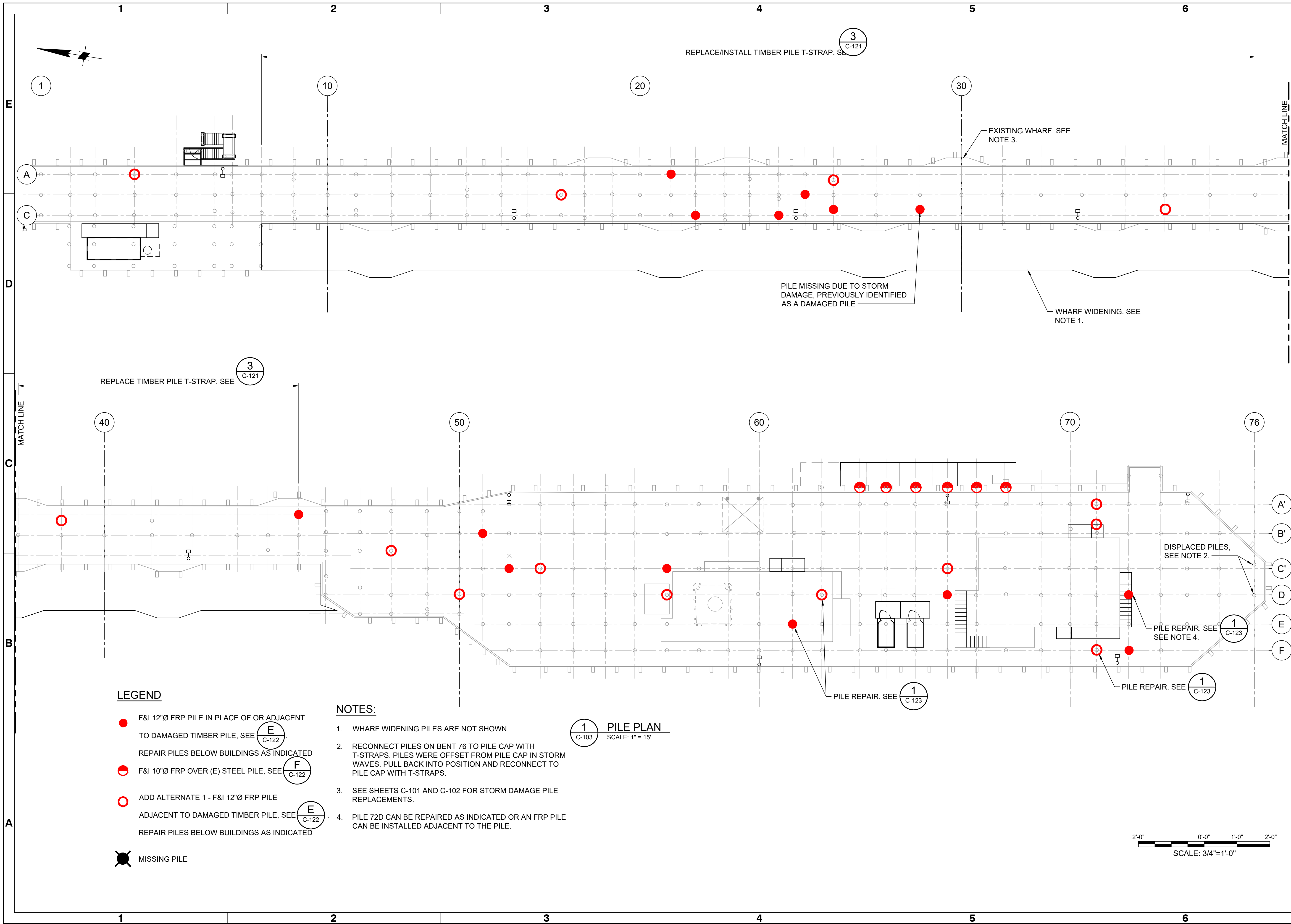
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2185 N. CALIFORNIA BLVD.
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WALNUT CREEK, CA 94596

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Sheet Reference No. C-105
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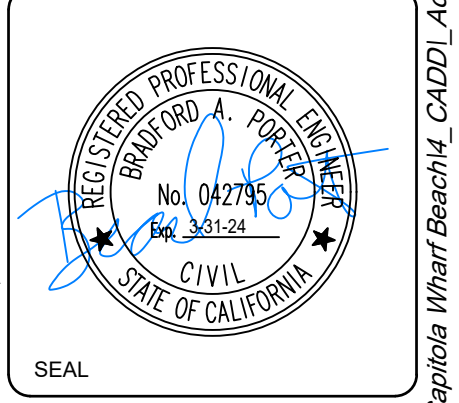
Rev.	Date	By	Description

**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

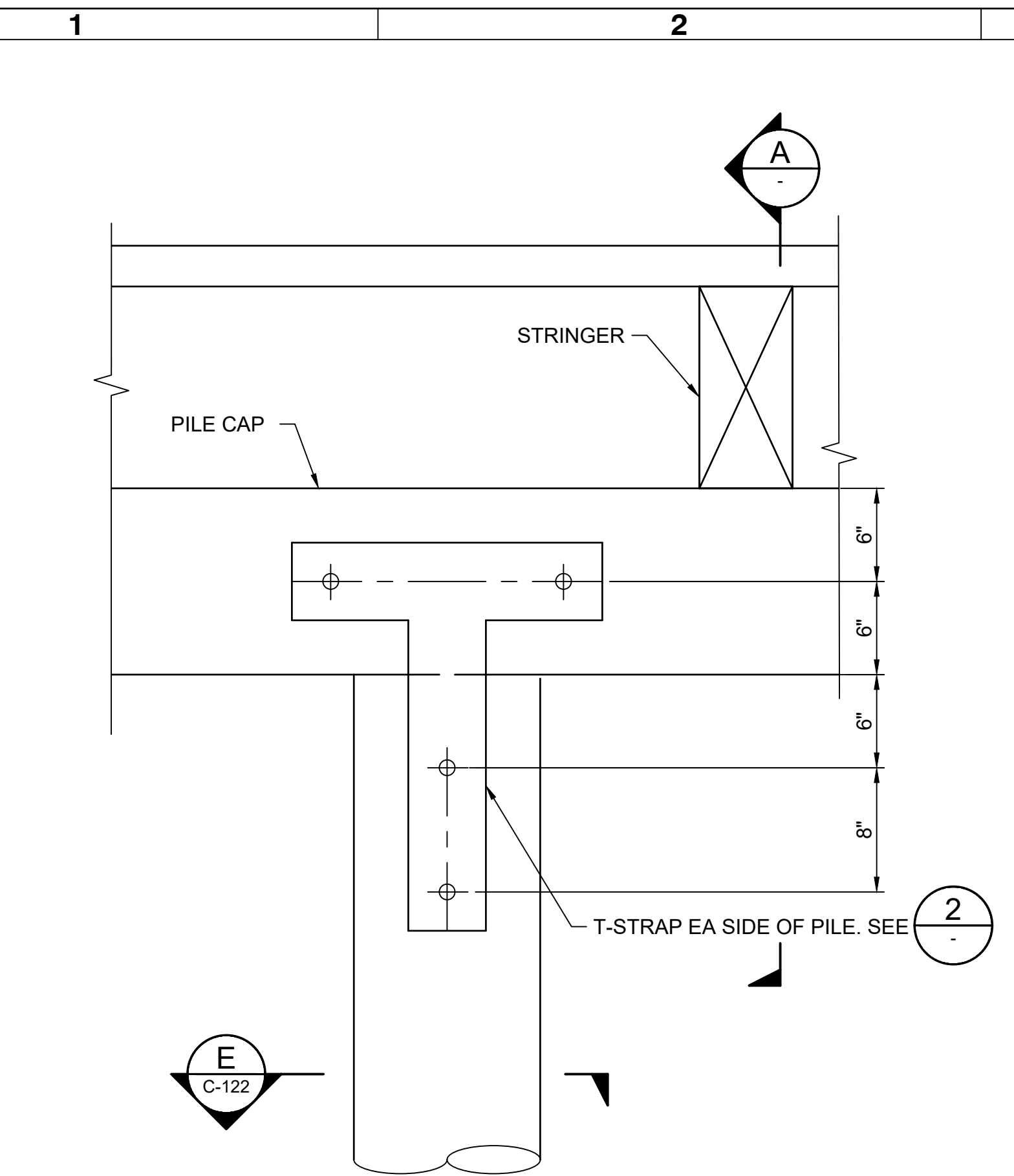
TYPICAL DETAILS 1 OF 3

Designed by:	AC	Drawn by:	AC	Reviewed by:		Submitted by:	MOFFATT & NICHOL
Date:	4/18/2023	MAN Project No.:	9154-01	Drawing code:		Per scale:	1:1 (0 SHEET)
2185 N. CALIFORNIA BLVD. SUITE 500 WALNUT CREEK, CA 94596		Checked by:	BP				

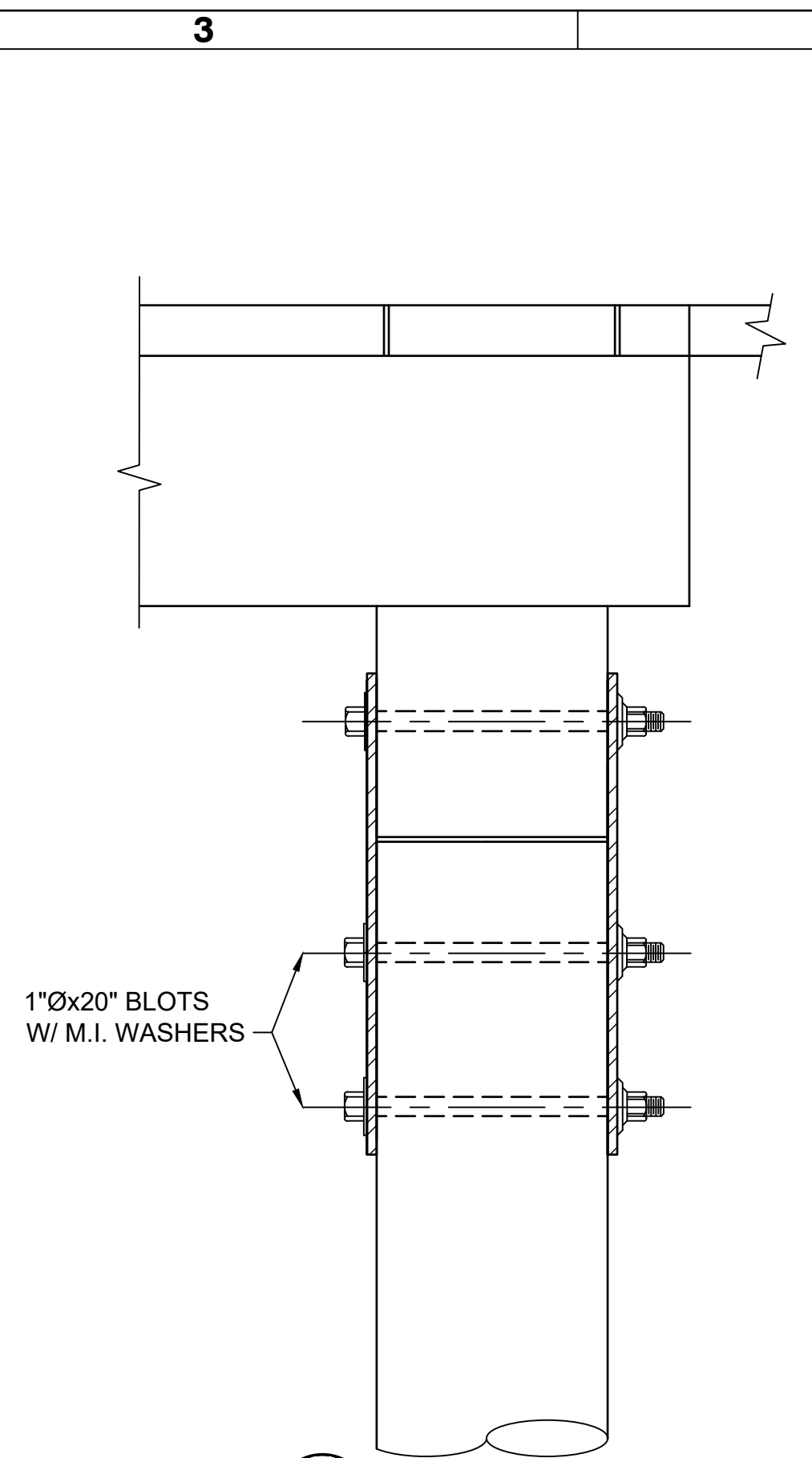
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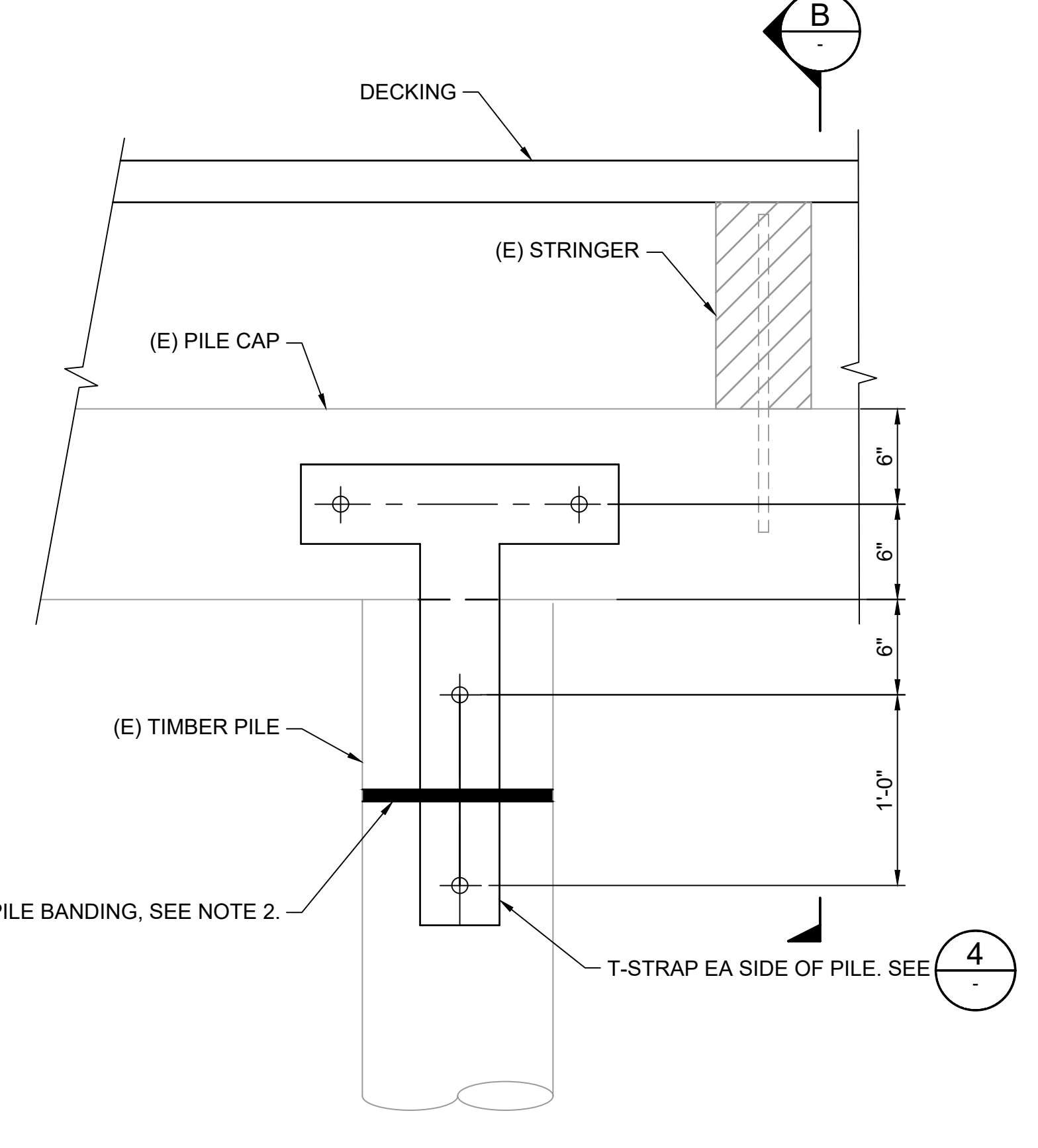
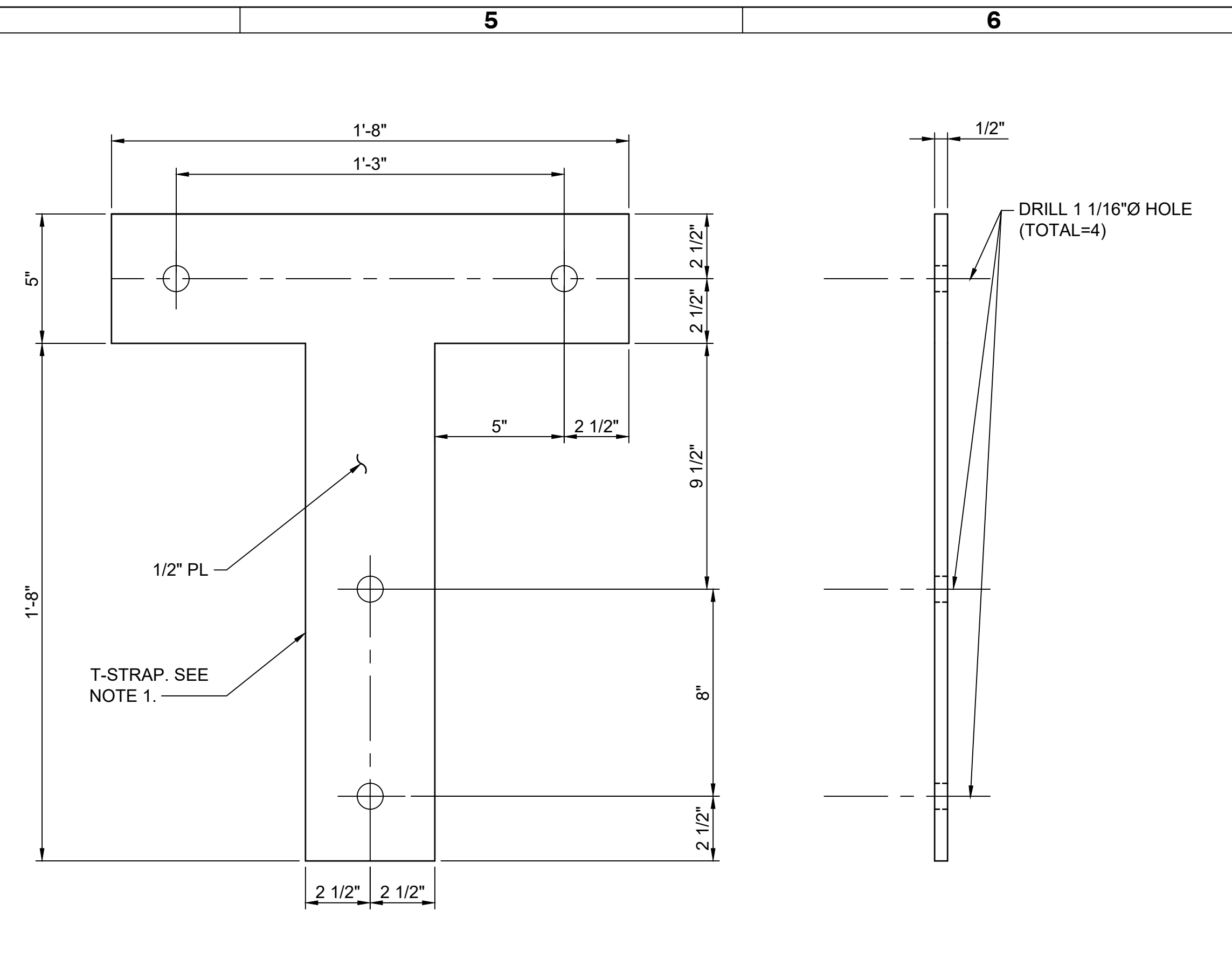
Sheet Reference No. **C-121**
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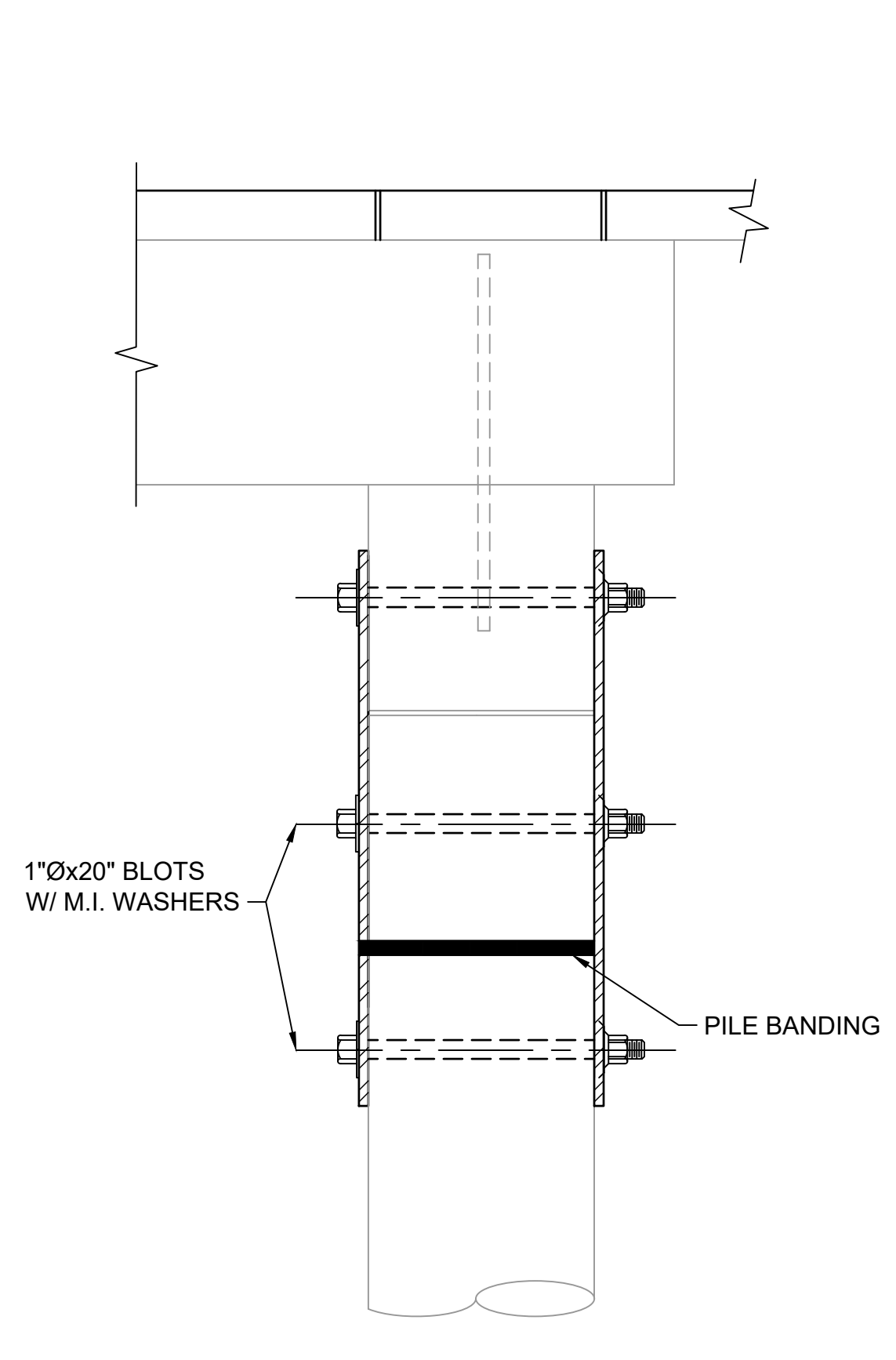
1 WIDENED WHARF STRUCTURAL FRAMING DETAIL
SCALE: 1 1/2" = 1'-0"



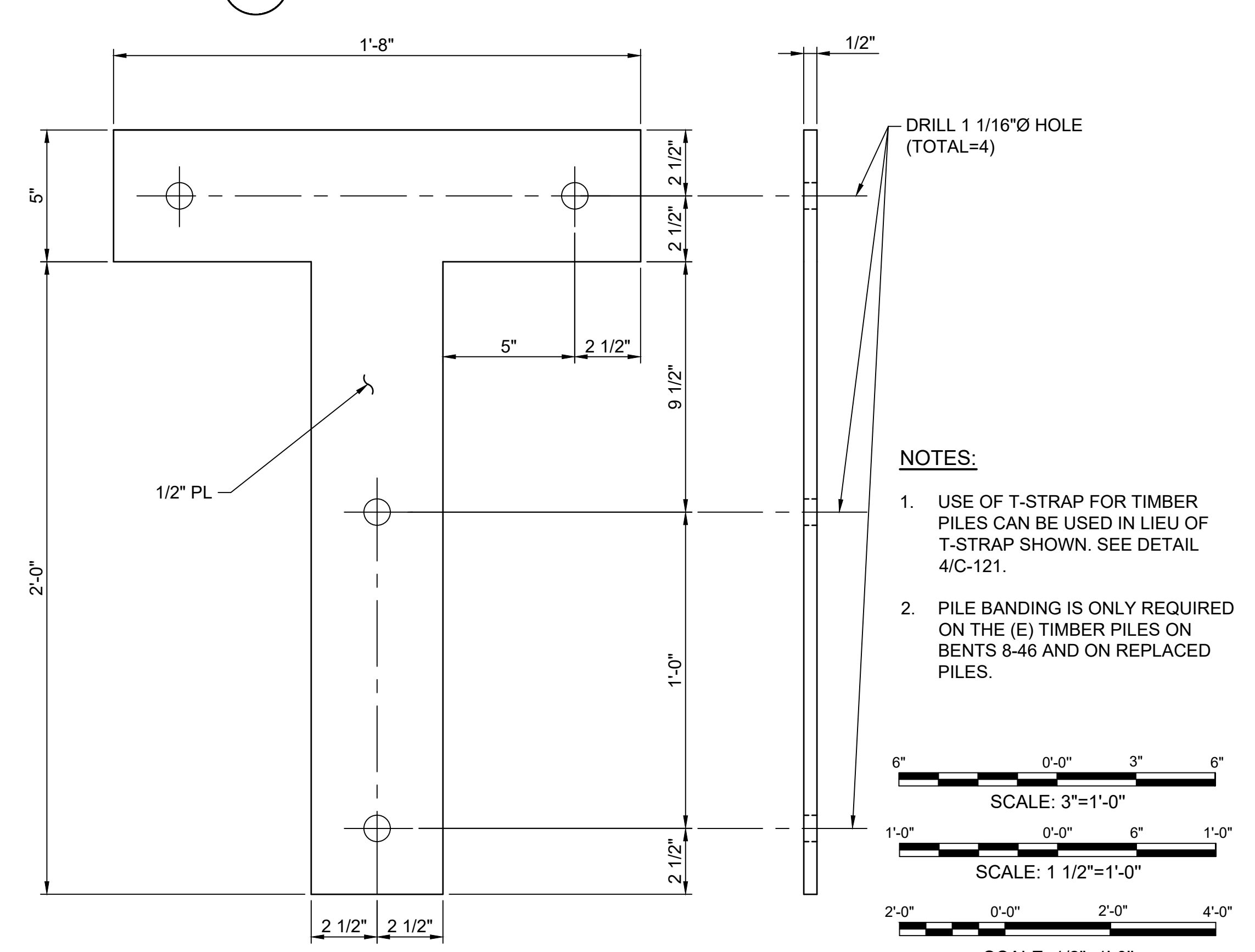
A SECTION
SCALE: 1 1/2" = 1'-0"



3 EXISTING WHARF STRUCTURAL FRAMING DETAIL
SCALE: 1 1/2" = 1'-0"

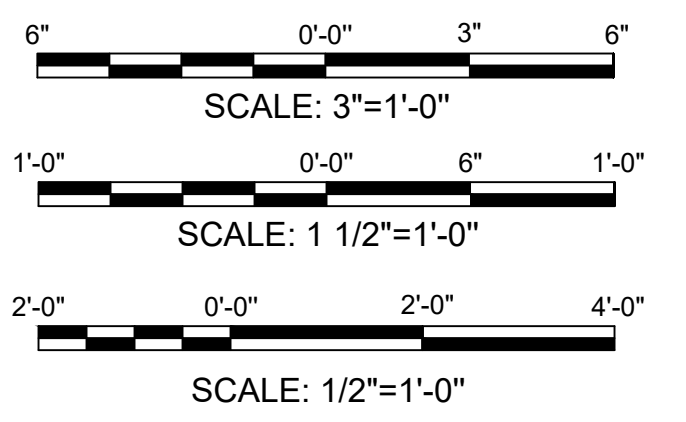


B SECTION
SCALE: 1 1/2" = 1'-0"



4 TIMBER PILE T-STRAP DETAIL
SCALE: 3" = 1'-0"

- NOTES:**
- USE OF T-STRAP FOR TIMBER PILES CAN BE USED IN LIEU OF T-STRAP SHOWN. SEE DETAIL 4/C-121.
 - PILE BANDING IS ONLY REQUIRED ON THE (E) TIMBER PILES ON BENTS 8-46 AND ON REPLACED PILES.





Rev.	Date	Description	Mark

CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2
TYPICAL DETAILS 2 OF 3

Designed by: AC	Drawn by: AC	Reviewed by: BP	Submitted by: MOFATT & NICHOL
Date: 4/18/2023	M&N Project No.: 9154-01	Drawing code:	Drawing Scale: 1:1 (0 SHEET)

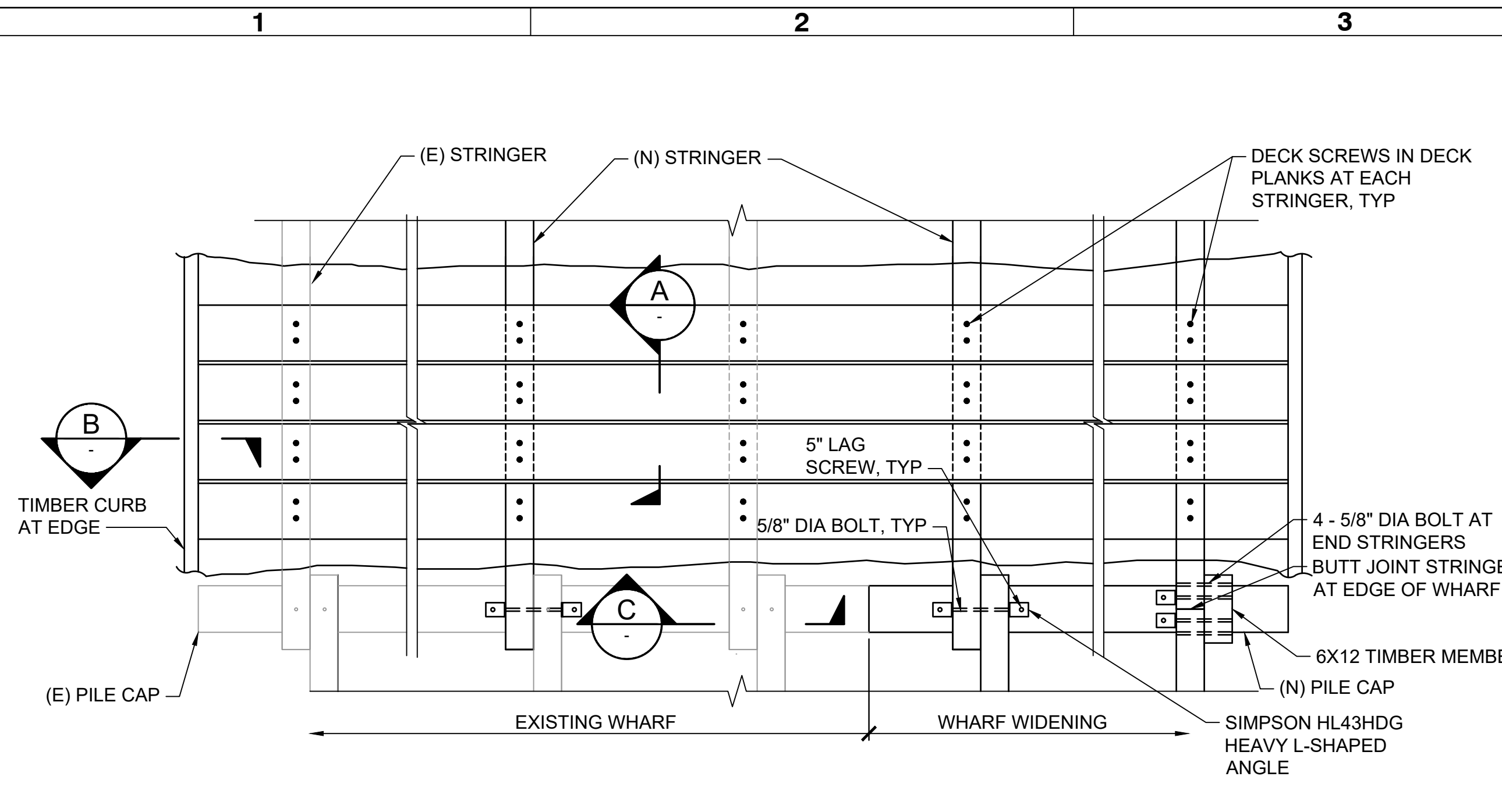
2185 N. CALIFORNIA BLVD.
SUITE 500
WALNUT CREEK, CA 94596

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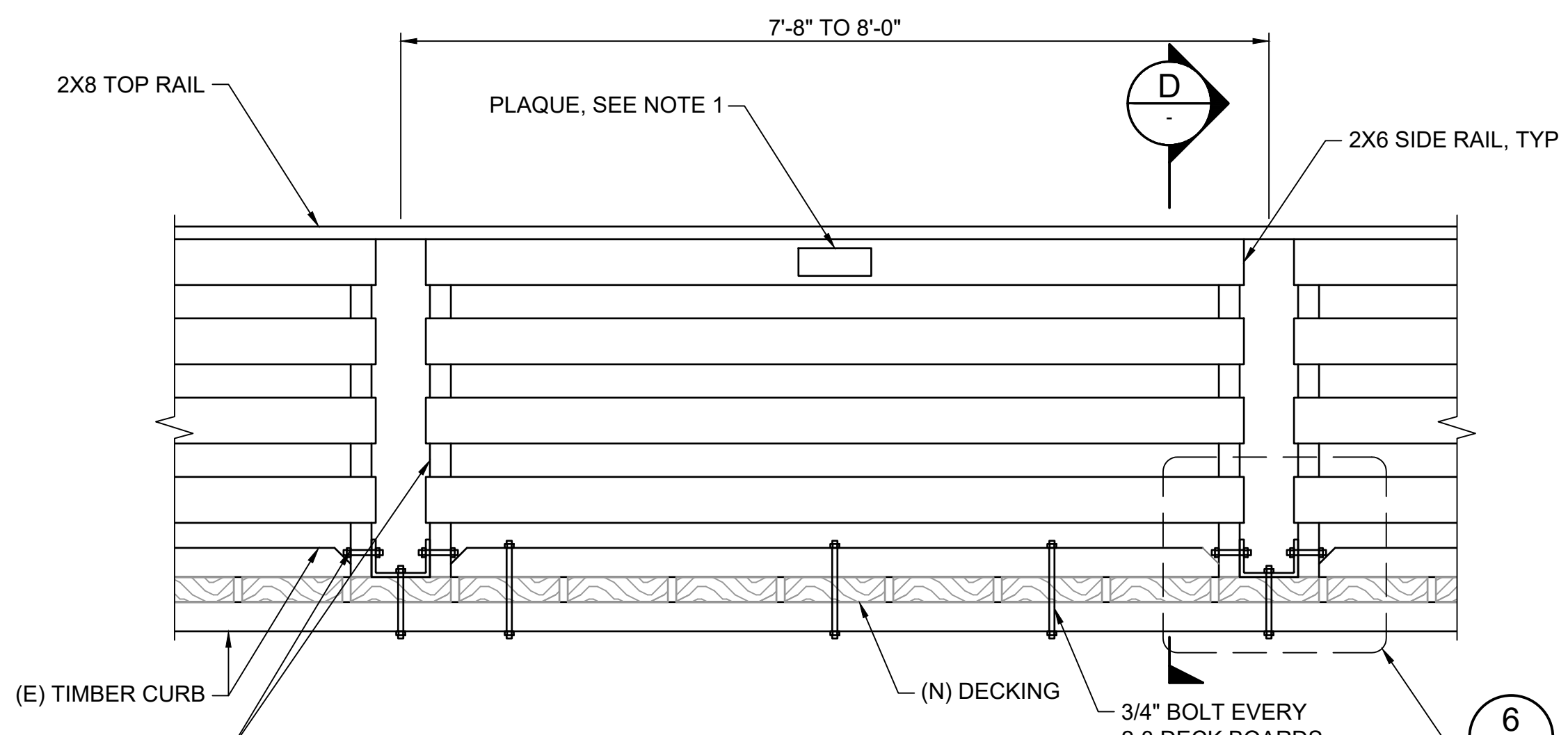


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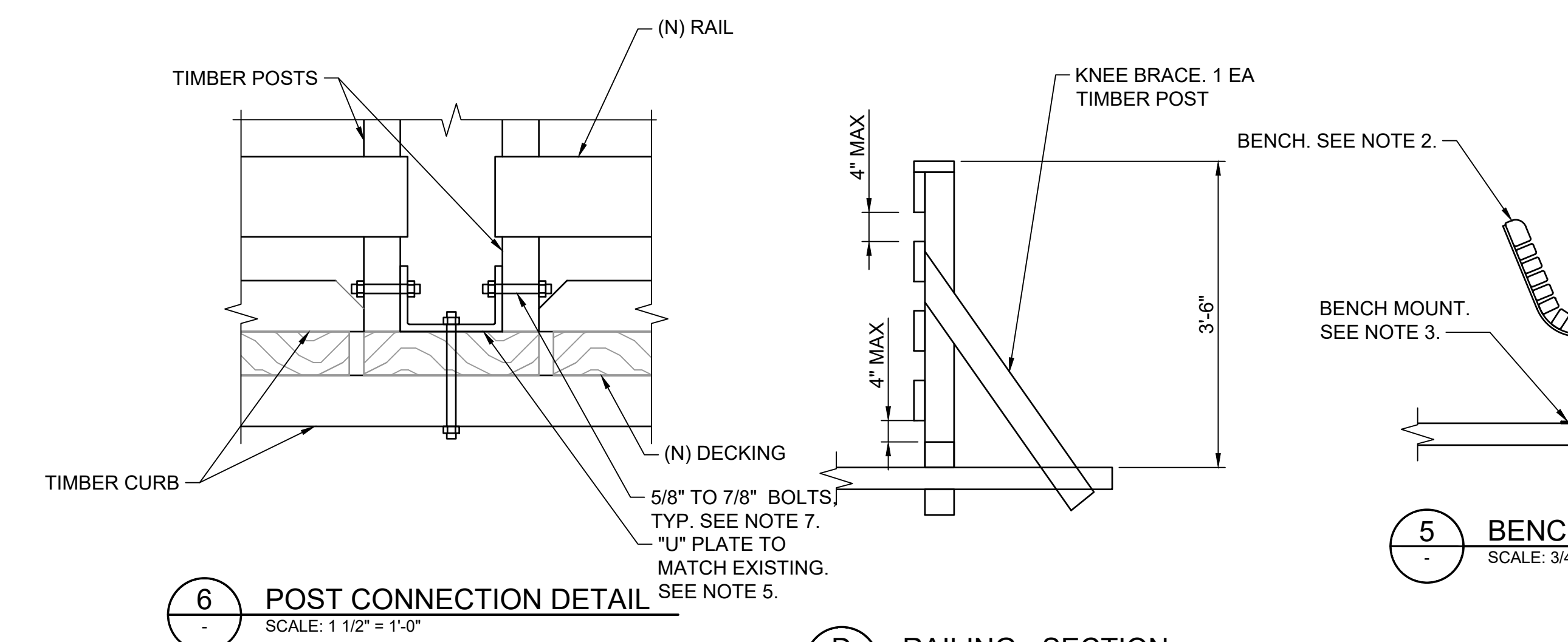
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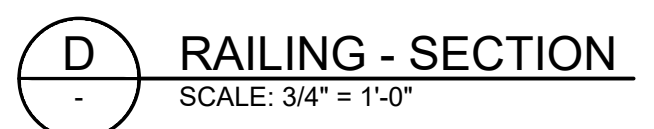
1 TYPICAL DECK PLAN DETAIL
C-110 SCALE: 1/2" = 1'-0"



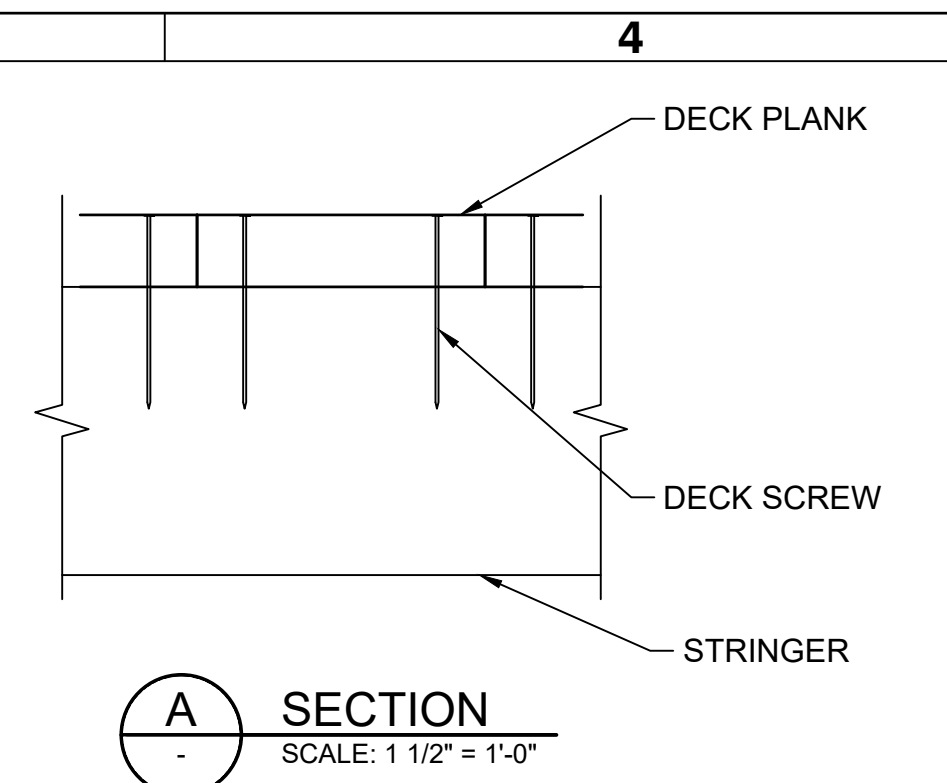
4 RAILING REPLACEMENT DETAIL
C-120 SCALE: 3/4" = 1'-0"



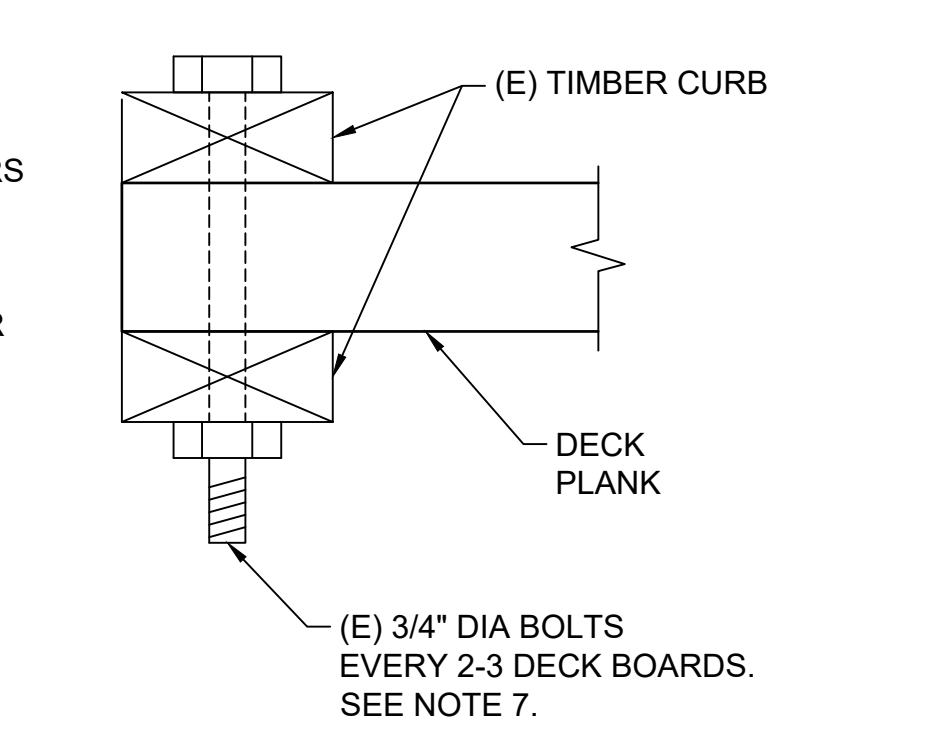
6 POST CONNECTION DETAIL
SCALE: 1 1/2" = 1'-0"



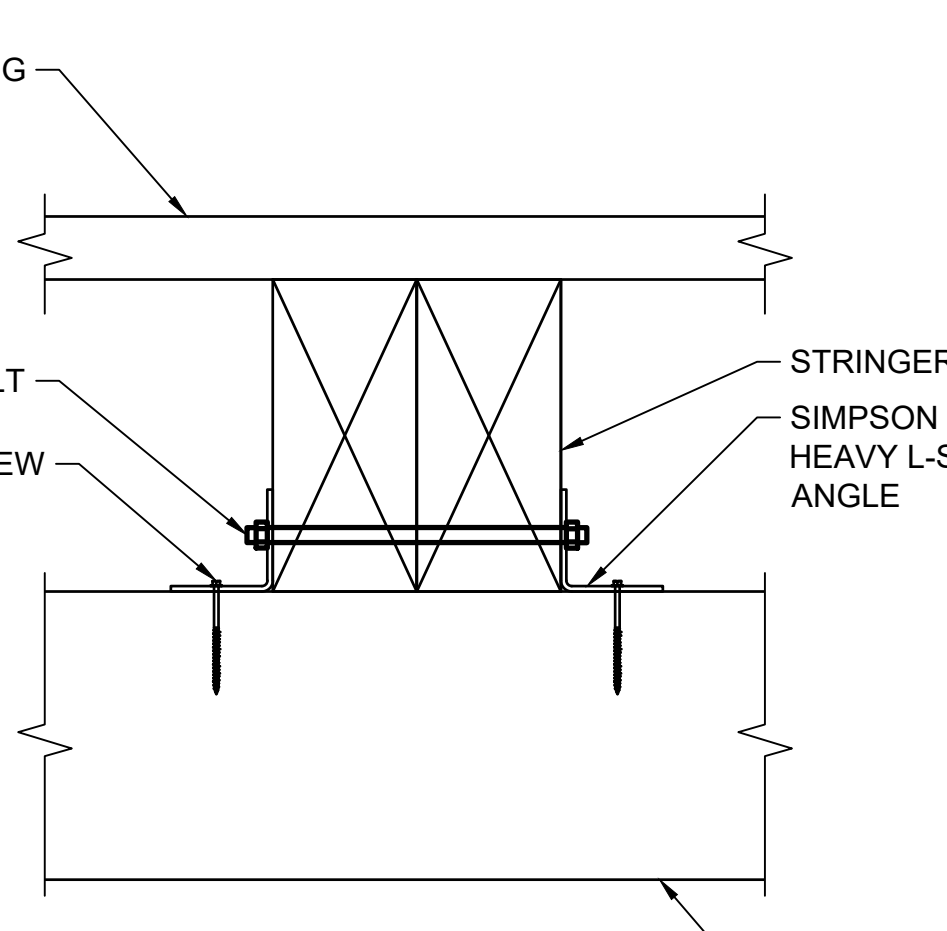
D RAILING - SECTION
SCALE: 3/4" = 1'-0"



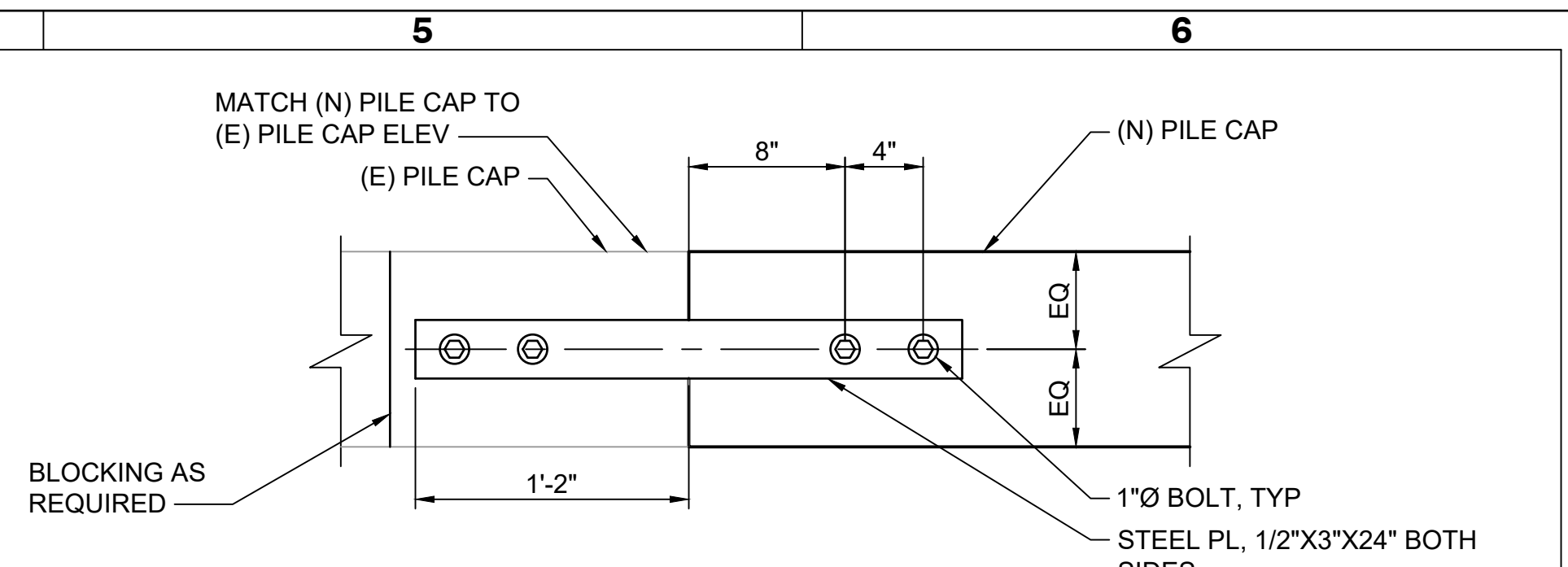
A SECTION
SCALE: 1 1/2" = 1'-0"



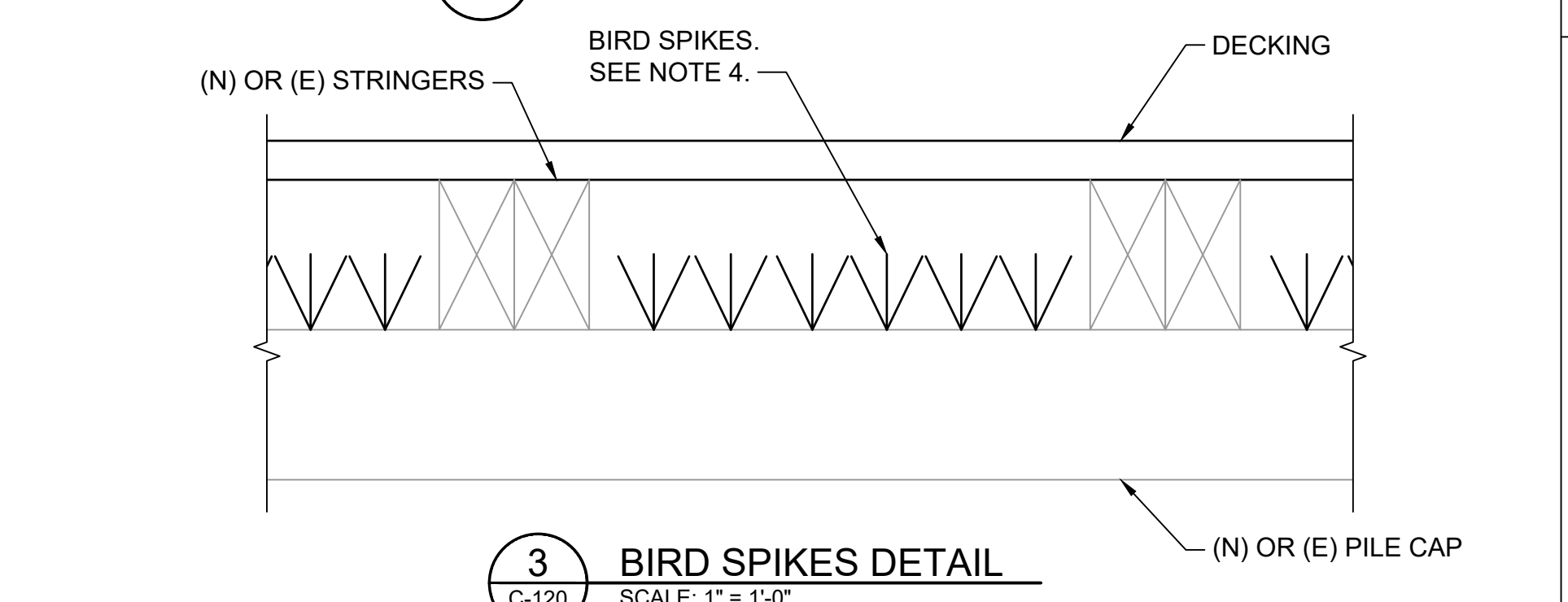
B SECTION
SCALE: 1 1/2" = 1'-0"



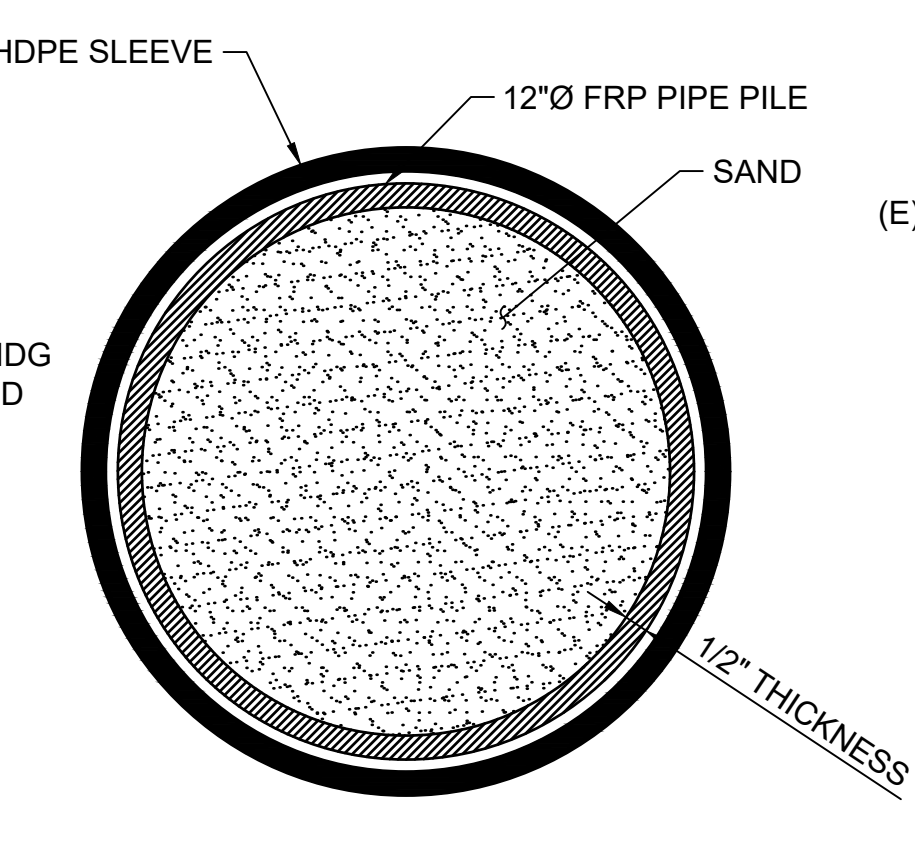
C SECTION
SCALE: 1 1/2" = 1'-0"



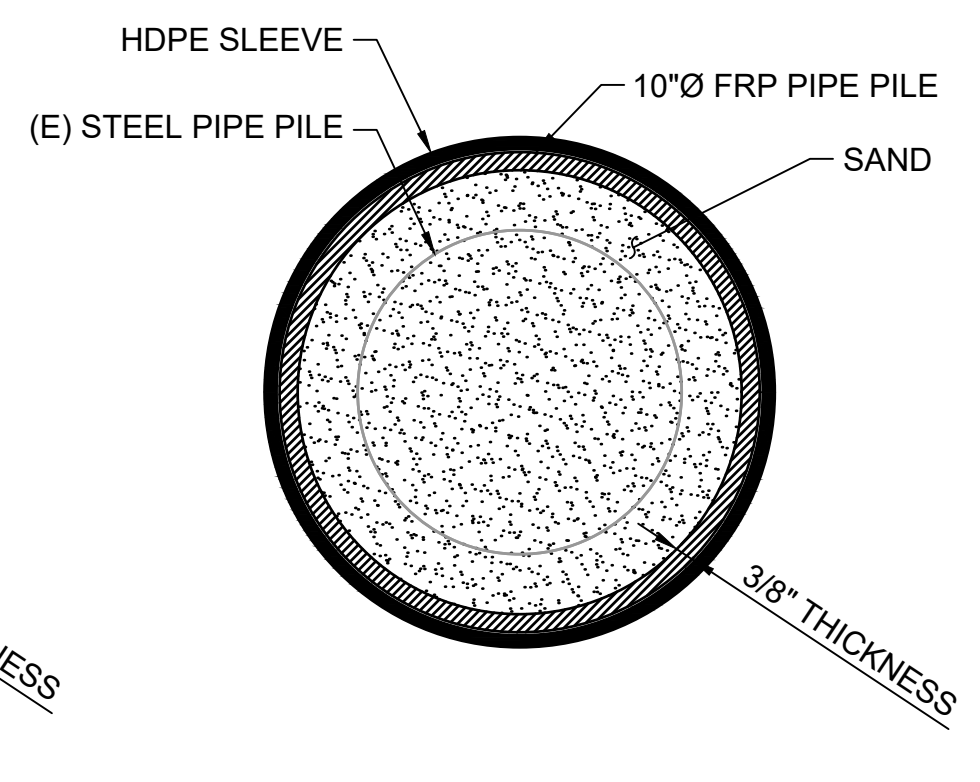
2 PILE CAP CONNECTION DETAIL
C-120 SCALE: 1 1/2" = 1'-0"



3 BIRD SPIKES DETAIL
C-120 SCALE: 1" = 1'-0"



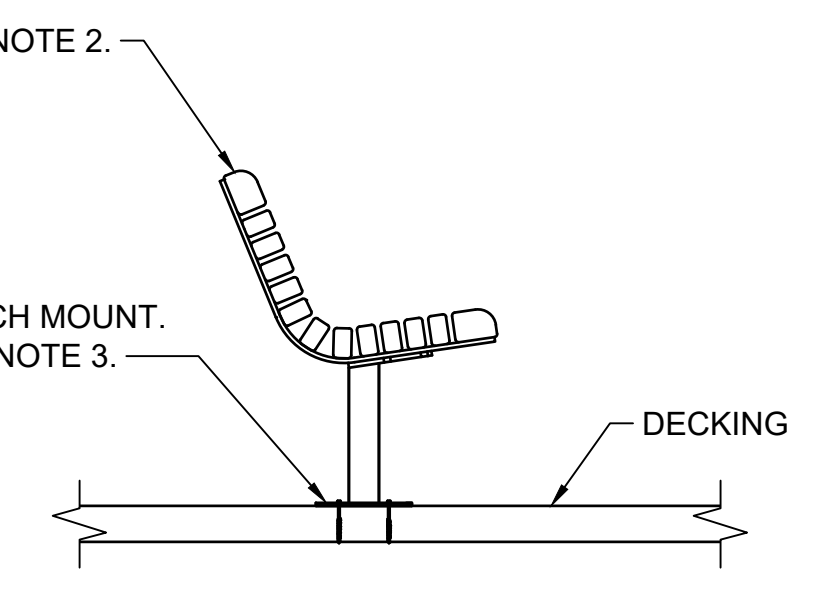
E FRP SECTION
C-105 SCALE: 3" = 1'-0"



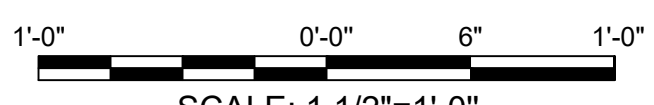
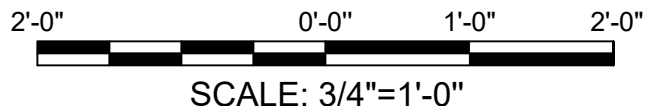
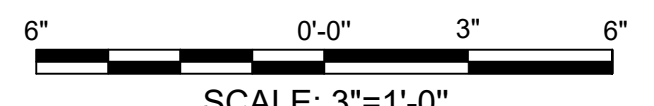
F FRP OVER (E) STEEL
C-105 SCALE: 3" = 1'-0"

NOTES:

- MEMORIAL PLAQUES SHALL BE REINSTALLED IN THE SAME LOCATION ALONG THE RAILING.
- BENCHES SHALL BE CONSTRUCTED OF TIMBER SLATS WITH A STEEL FRAME, TIMBERFORM MODEL GREENWAY 2140-6-P (PEDESTAL MOUNT).
- MOUNT BENCHES PER MANUFACTURER'S INSTRUCTIONS, UTILIZING LAG SCREWS.
- BIRD SPIKES SHALL BE RITE SPIKE 5 PRONG BY HOT FOOT BIRD REPELLENTS OR APPROVED EQUAL. BIRD SPIKES SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. INSTALL BIRD SPIKES TO PROVIDE FULL COVERAGE OF PILE CAP BETWEEN STRINGERS.
- (E) HARDWARE CAN BE REUSED IF SERVICEABLE. ASSUME 50% REQUIRES REPLACEMENT.



5 BENCH MOUNTING DETAIL
SCALE: 3/4" = 1'-0"





Rev.	Date	Description

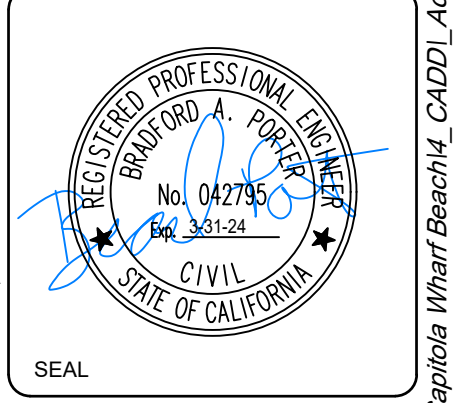
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

TYPICAL DETAILS 3 OF 3

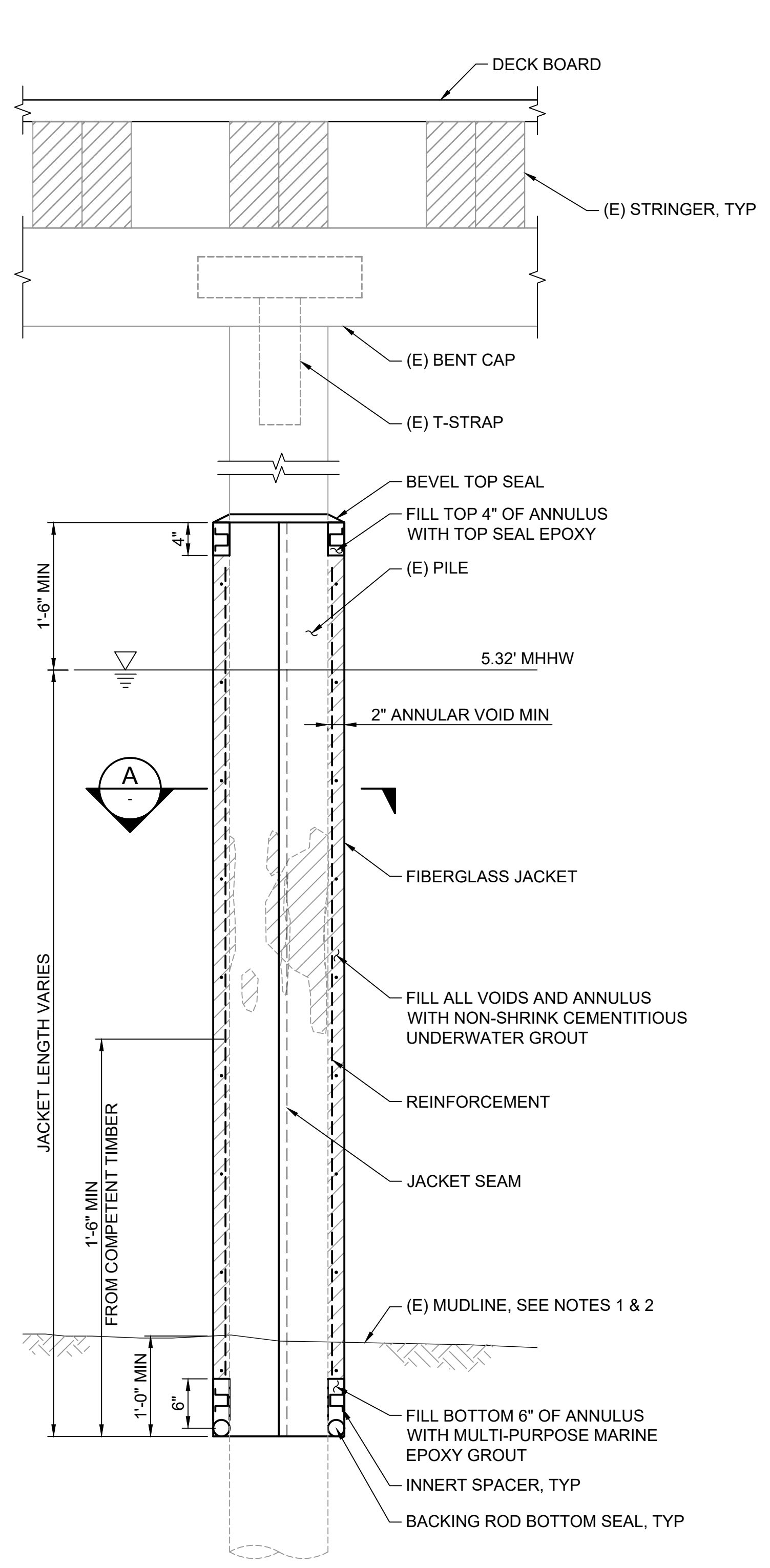
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Date:	4/18/2023	MAN Project No.:	9154-01	Drawing code:			
2185 N. CALIFORNIA BLVD. SUITE 500 WALNUT CREEK, CA 94596							

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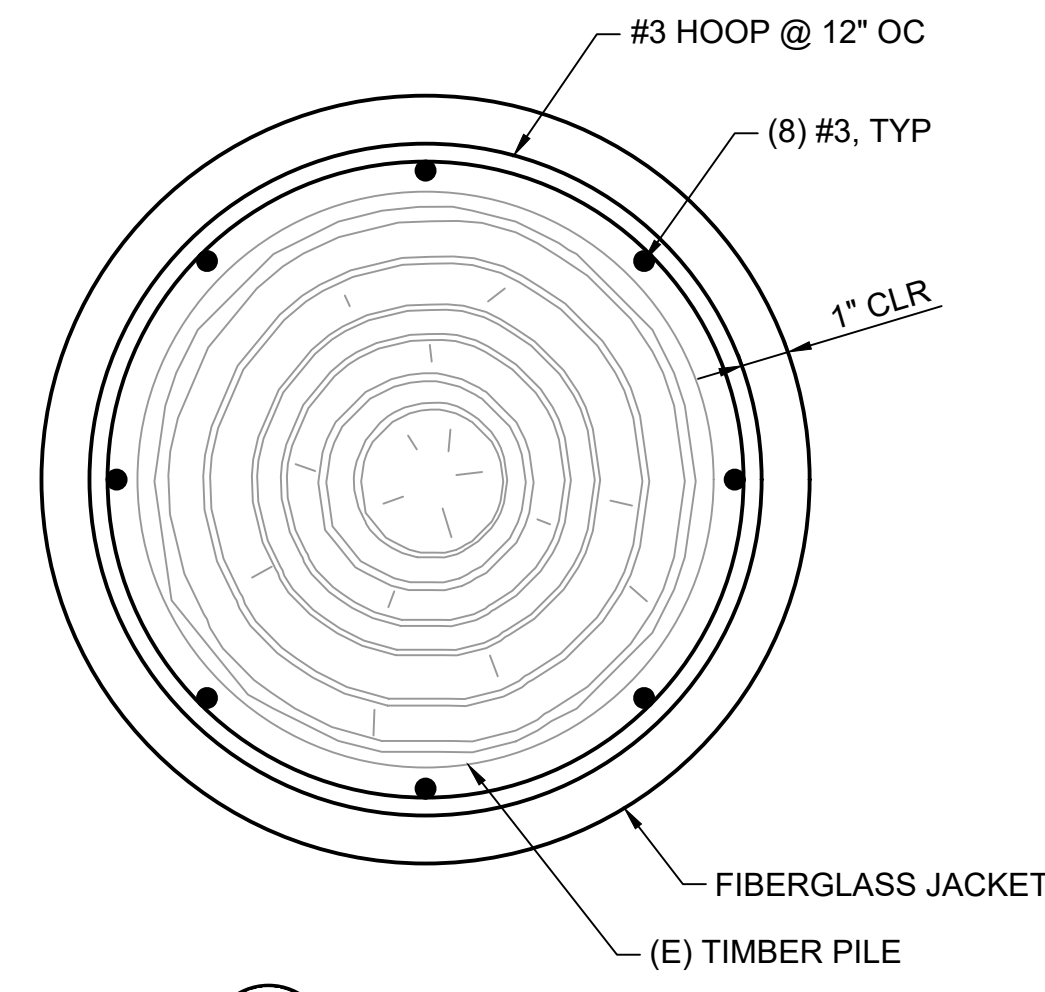
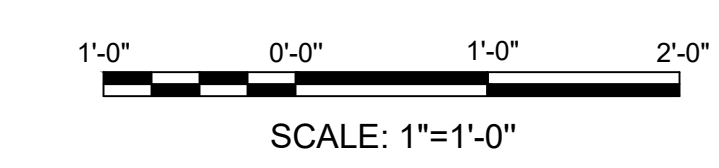
REGISTERED PROFESSIONAL ENGINEER
BRANDON A. POPE
No. 042795
Exp. 3/31/24
CIVIL
STATE OF CALIFORNIA



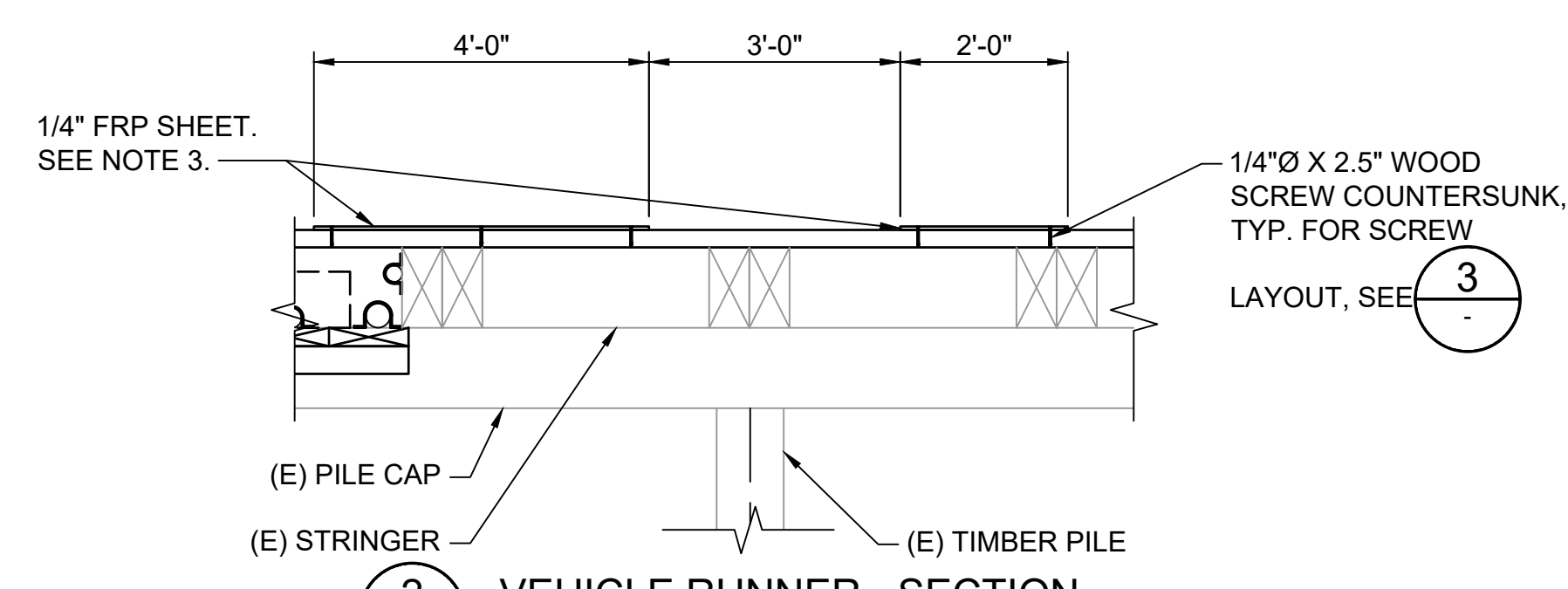
Sheet Reference No.
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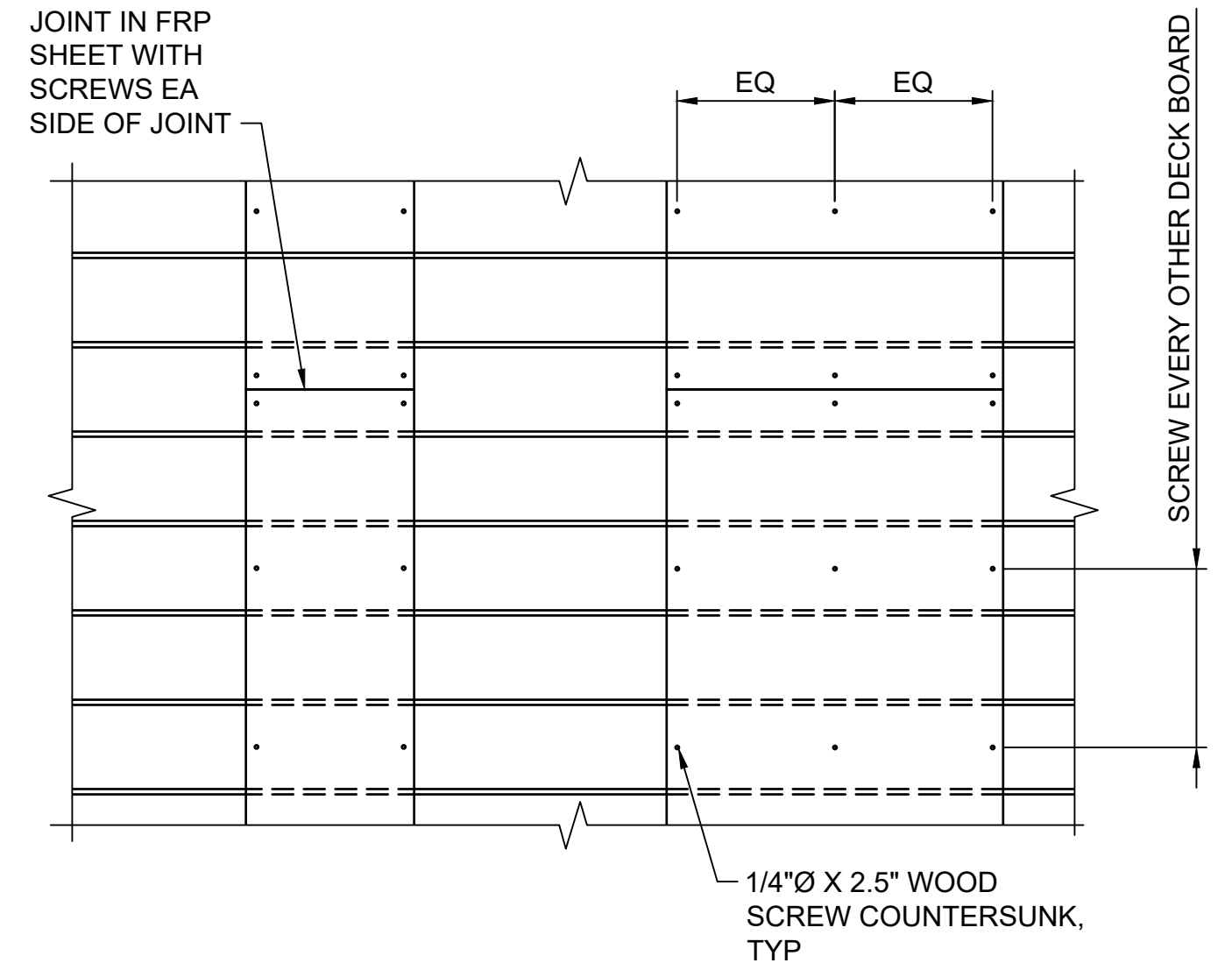
1 PILE REPAIR DETAIL
C-105 SCALE: 1" = 1'-0"



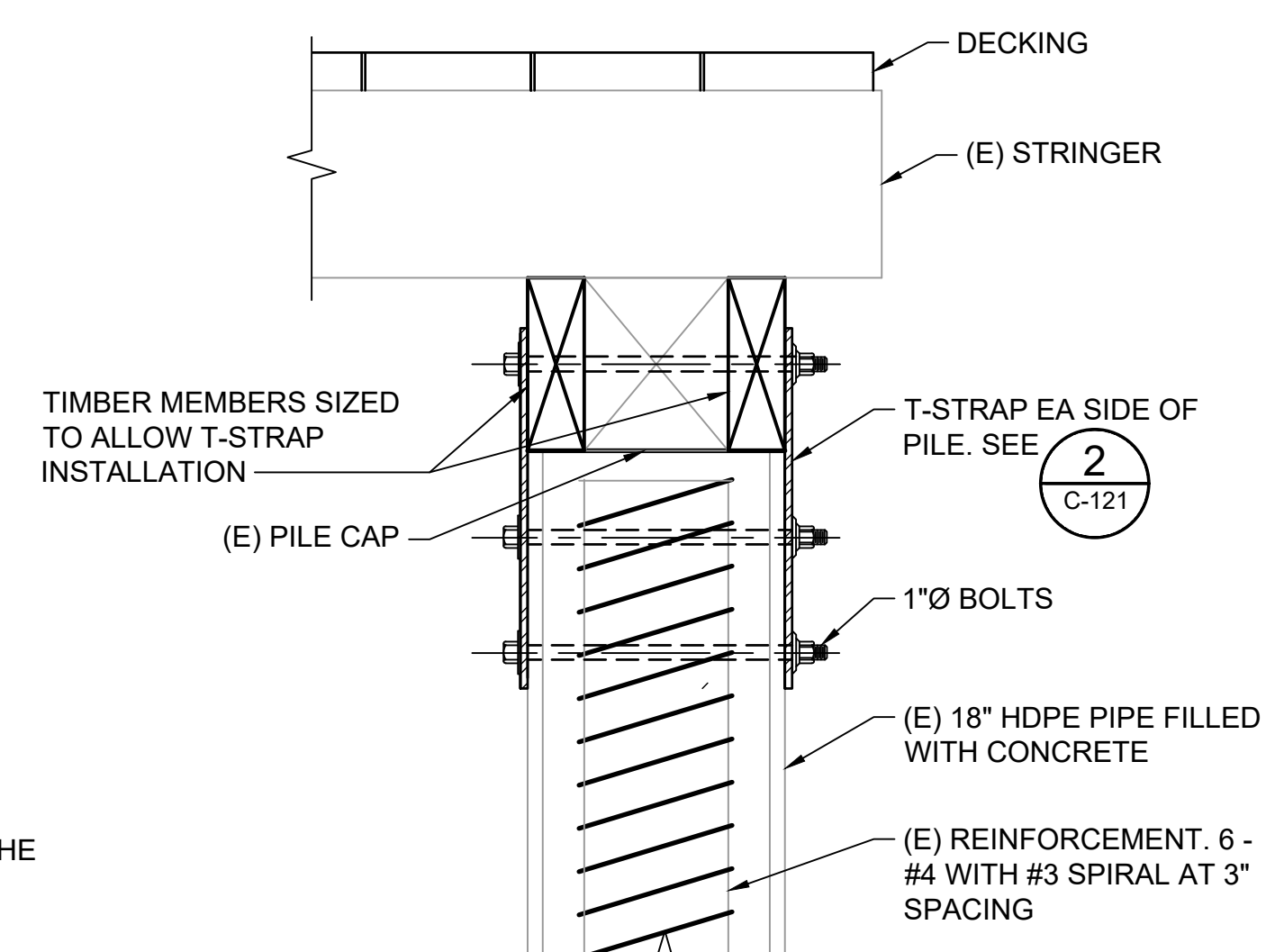
A SECTION
SCALE: 3" = 1'-0"



2 VEHICLE RUNNER - SECTION
C-120 SCALE: 1/2" = 1'-0"



3 VEHICLE RUNNER - DETAIL
SCALE: 1/2" = 1'-0"



4 PILE CAP RECONNECTION
C-103 SCALE: 1" = 1'-0"

- NOTES:**
- EXCAVATE THE AREA AROUND THE PILE TO EXTEND THE PILE JACKET BELOW MUDLINE.
 - AFTER INSTALLATION OF THE JACKET IS COMPLETE, BACKFILL THE EXCAVATED AREA AROUND THE PILE WITH NATIVE MATERIAL.
 - FRP SHEET SHALL BE PROFORM FLAT SHEET WITH ALUMINUM OXIDE GRIT SURFACE BY GRATING SYSTEMS, INC OR CITY APPROVED EQUAL.



Rev.	Date	Description	Mark

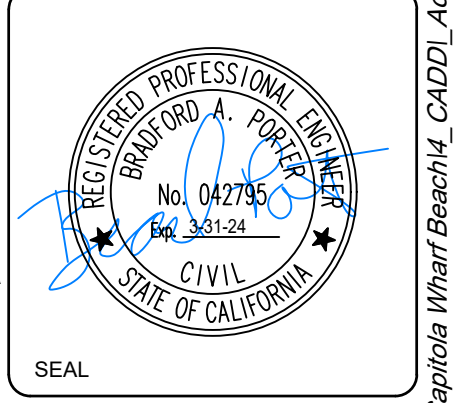
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

DOCK PLAN AND DETAILS

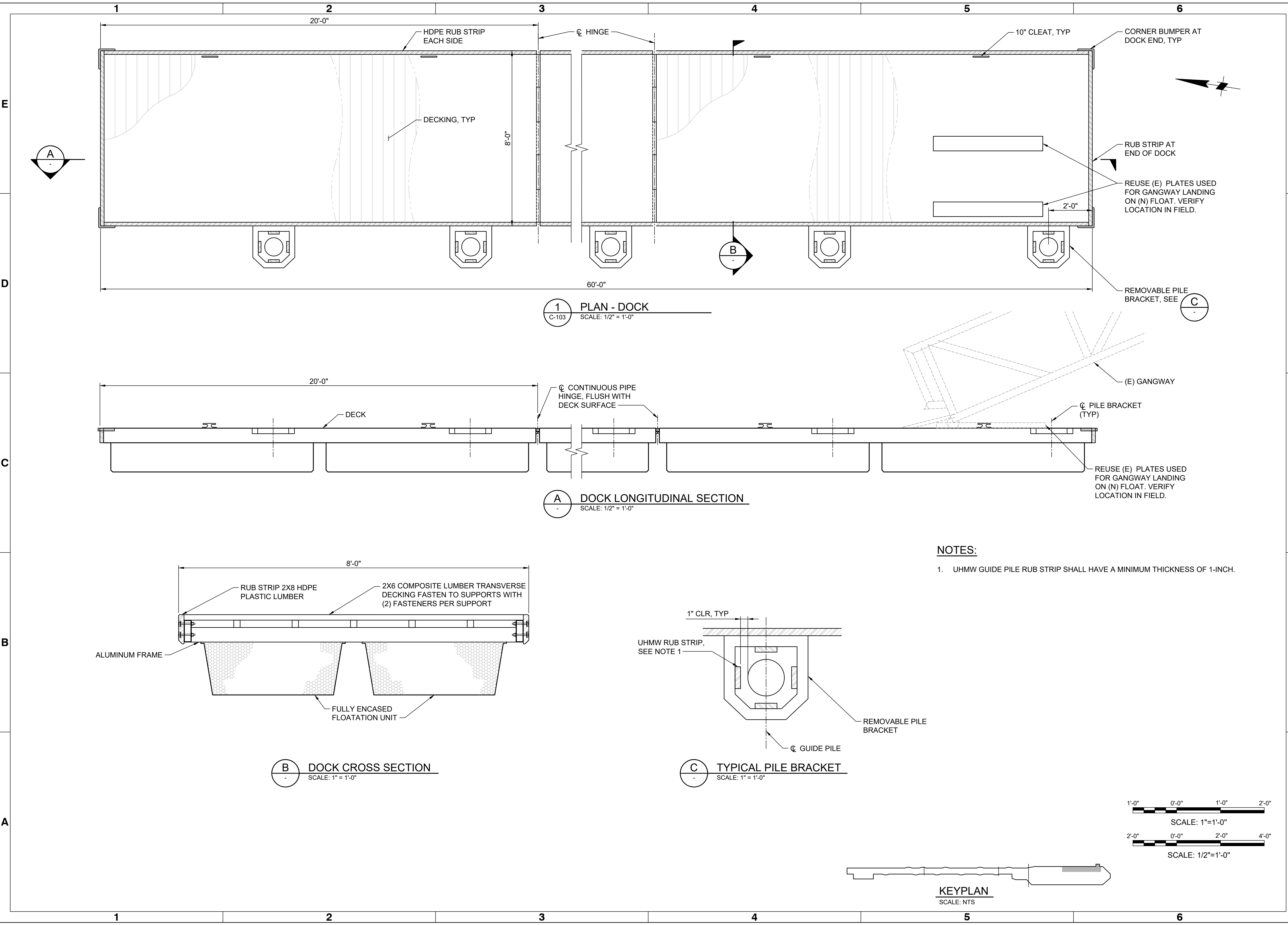
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Dwn by: AC	M&N Project No.: 9164-01	Drawing Code:
Reviewed by: BP	Submitted by: MOFFATT & NICHOL	Drawing Scale: 1" = 1'-0" (0 SHEET)

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

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Sheet Reference No.
C-125
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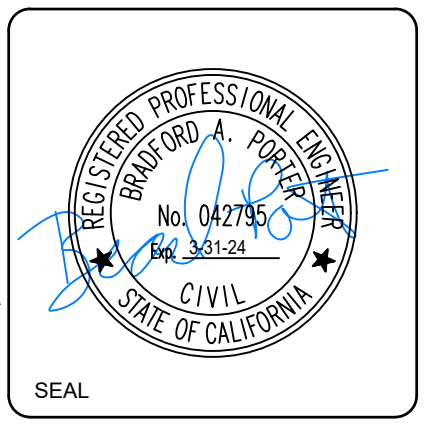
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

**WHARF RESTROOMS
1 OF 2**

Designed by: J.E.	Date: 4/18/2023
Drawn by: J.E.	M&N Project No.: 9154-01
Reviewed by: BP	Drawing code:
Submitted by: MOFFATT & NICHOL	Drawing Scale: 1" = 10 SHEETS

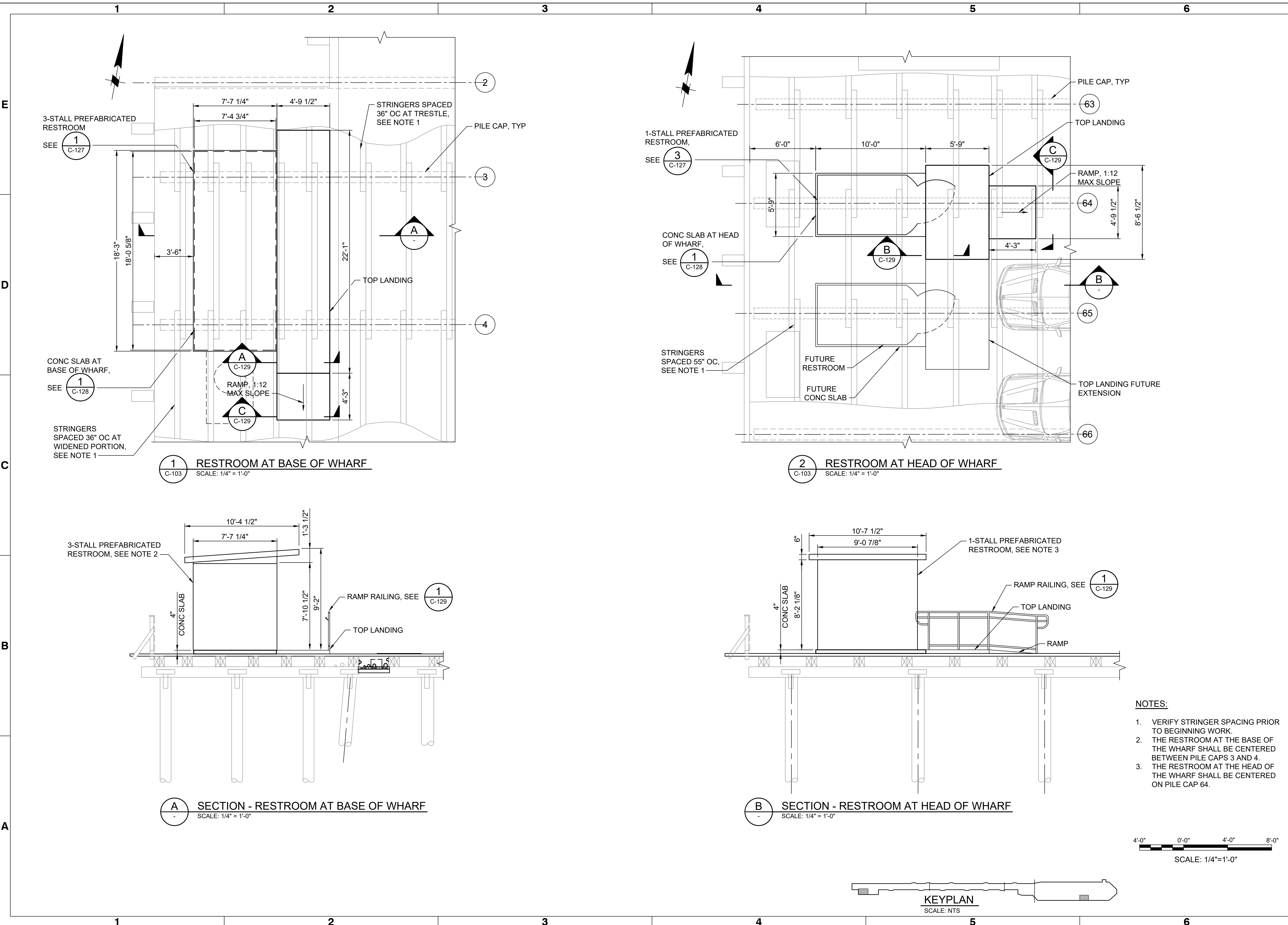
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Sheet Reference No. **C-126**

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Rev.	Date	Description	Mark

**CAPITOLA WHARF
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IMPROVEMENT PHASE 2**

**WHARF RESTROOMS
2 OF 2**

Designed by:	J.E.	Checked by:	BP
Date:	4/18/2023	MAN Project No.:	9154-01
Submitted by:	MOFATT & NICHOL	Drawing code:	
Per Scale:	1:1 (0 SHEET)	Drawing Scale:	

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

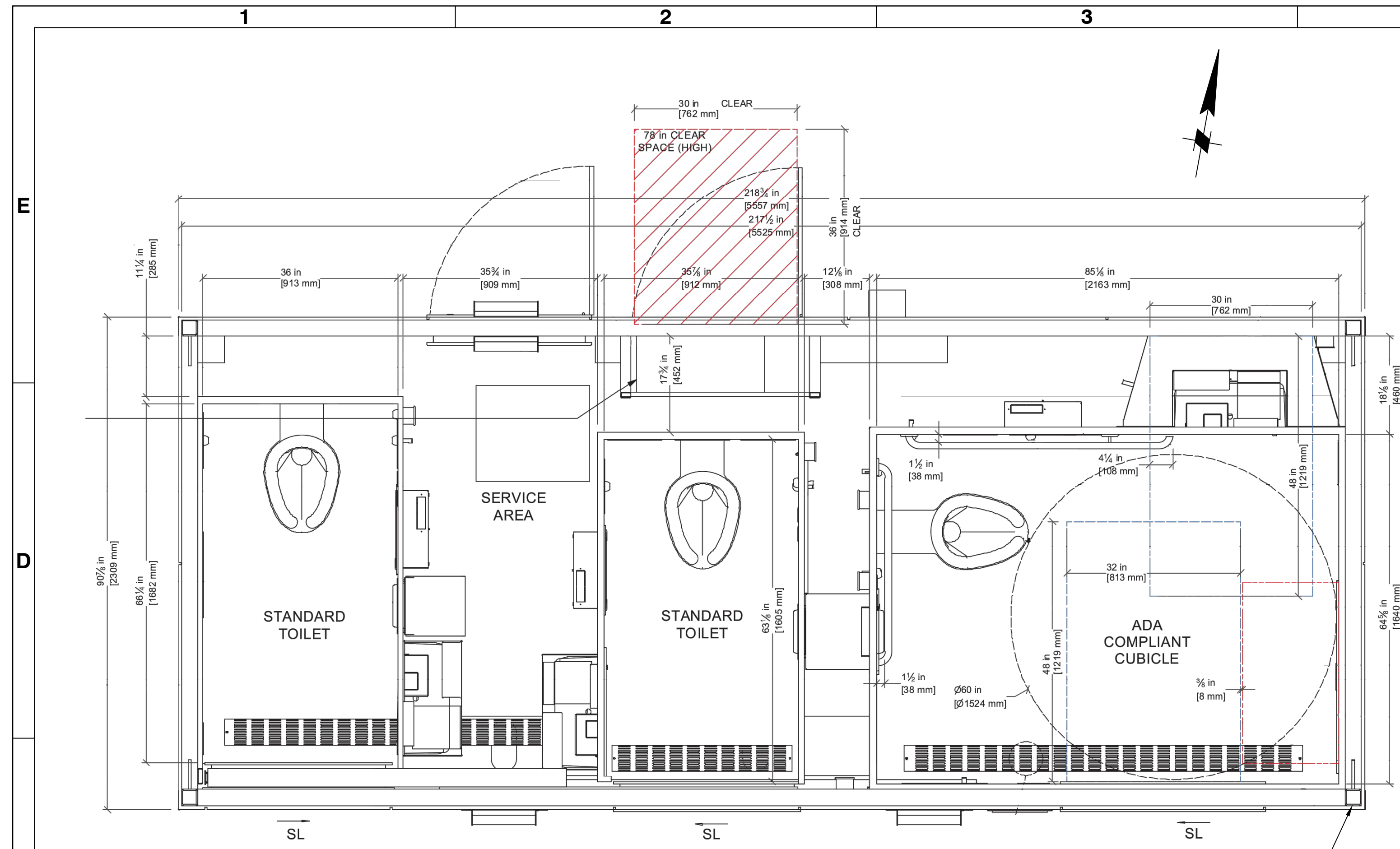
mofatt & nichol



Sheet Reference No.
C-127

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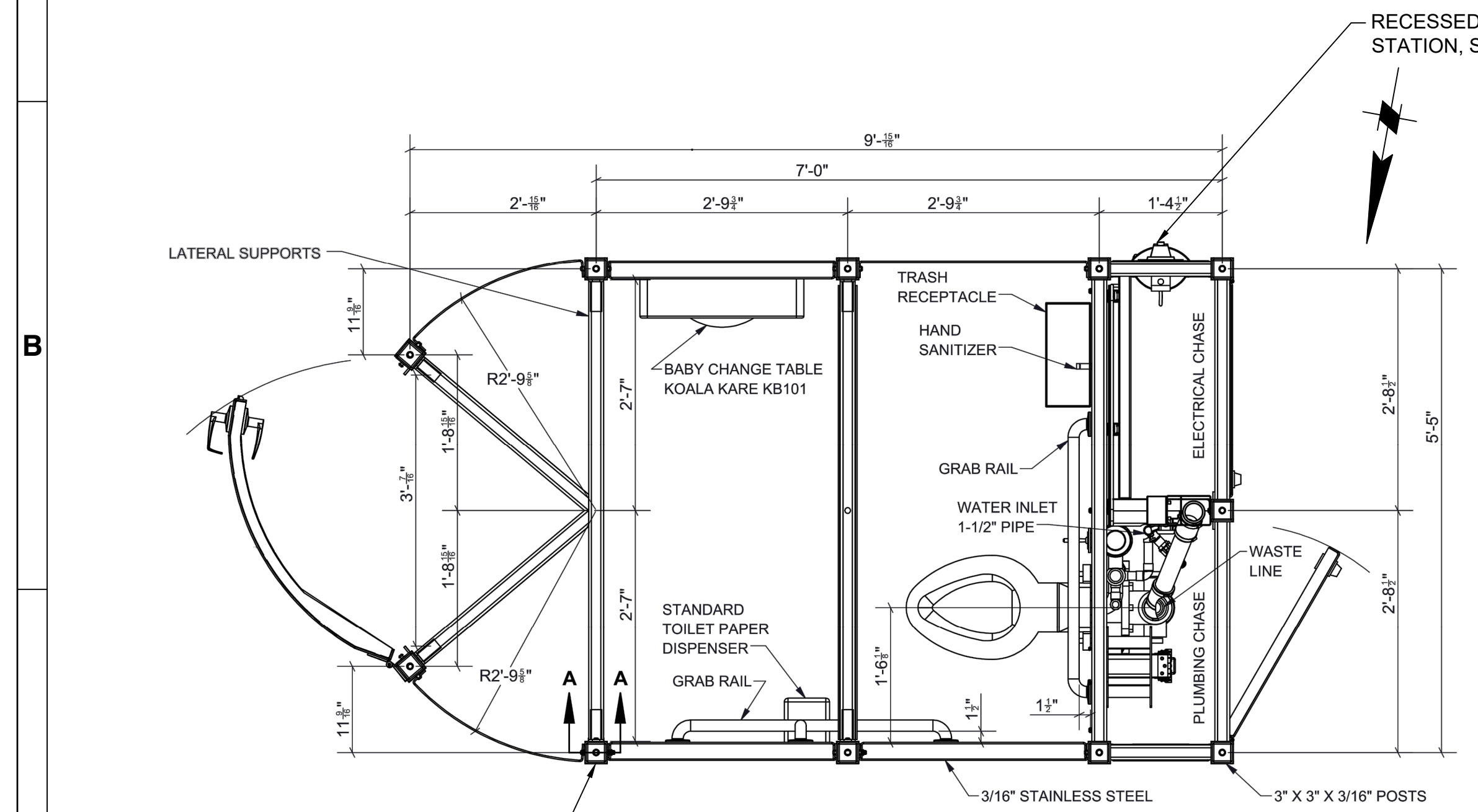
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1 3-STALL PREFABRICATED RESTROOM PLAN
C-126 SCALE: 3/4" = 1'-0"



2 3-STALL PREFABRICATED RESTROOM
SCALE: NTS

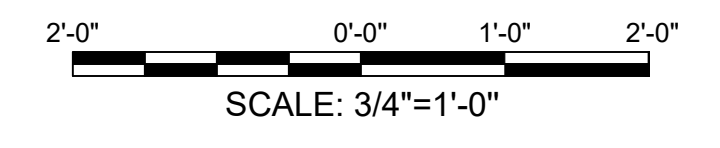


3 1-STALL PREFABRICATED RESTROOM PLAN
C-126 SCALE: 3/4" = 1'-0"



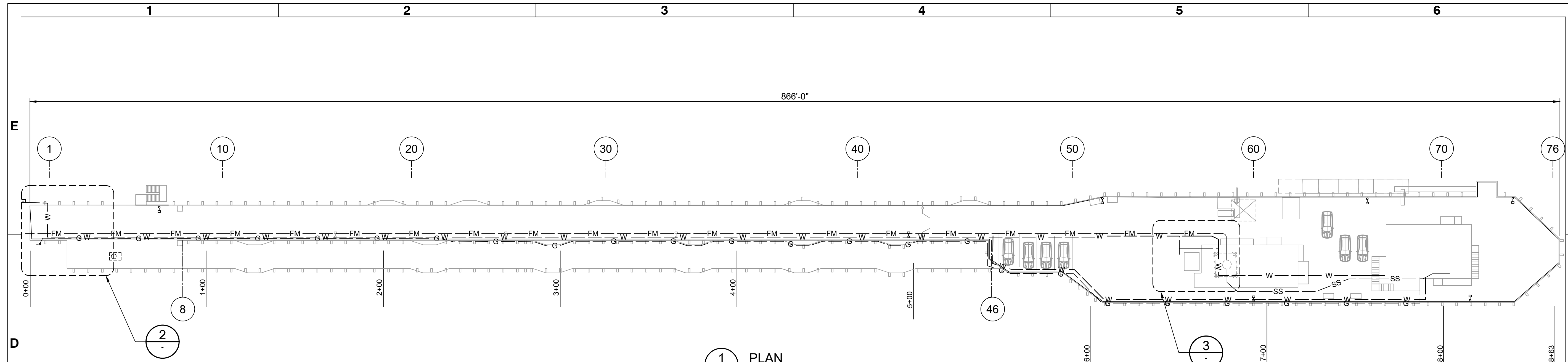
4 1-STALL PREFABRICATED RESTROOM
SCALE: NTS

- NOTES:**
1. MODEL SHOWN FOR THE PREFABRICATED RESTROOM - 3 STALLS IS THE JUPITER TRIPLE BY EXELOO, OR APPROVED EQUAL.
 2. MODEL SHOWN FOR THE PREFABRICATED RESTROOM - 1 STALL IS THE 316 SS PORTLAND LOO BY MADDEN FABRICATION OR APPROVED EQUAL.
 3. RECESSED HANDWASH STATION SHOULD BE LOCATED ON THE SIDE FACING THE BOAT & BAIT SHOP, ENSURE THAT THE STATION IS ACCESSIBLE PER CBC GUIDELINES.



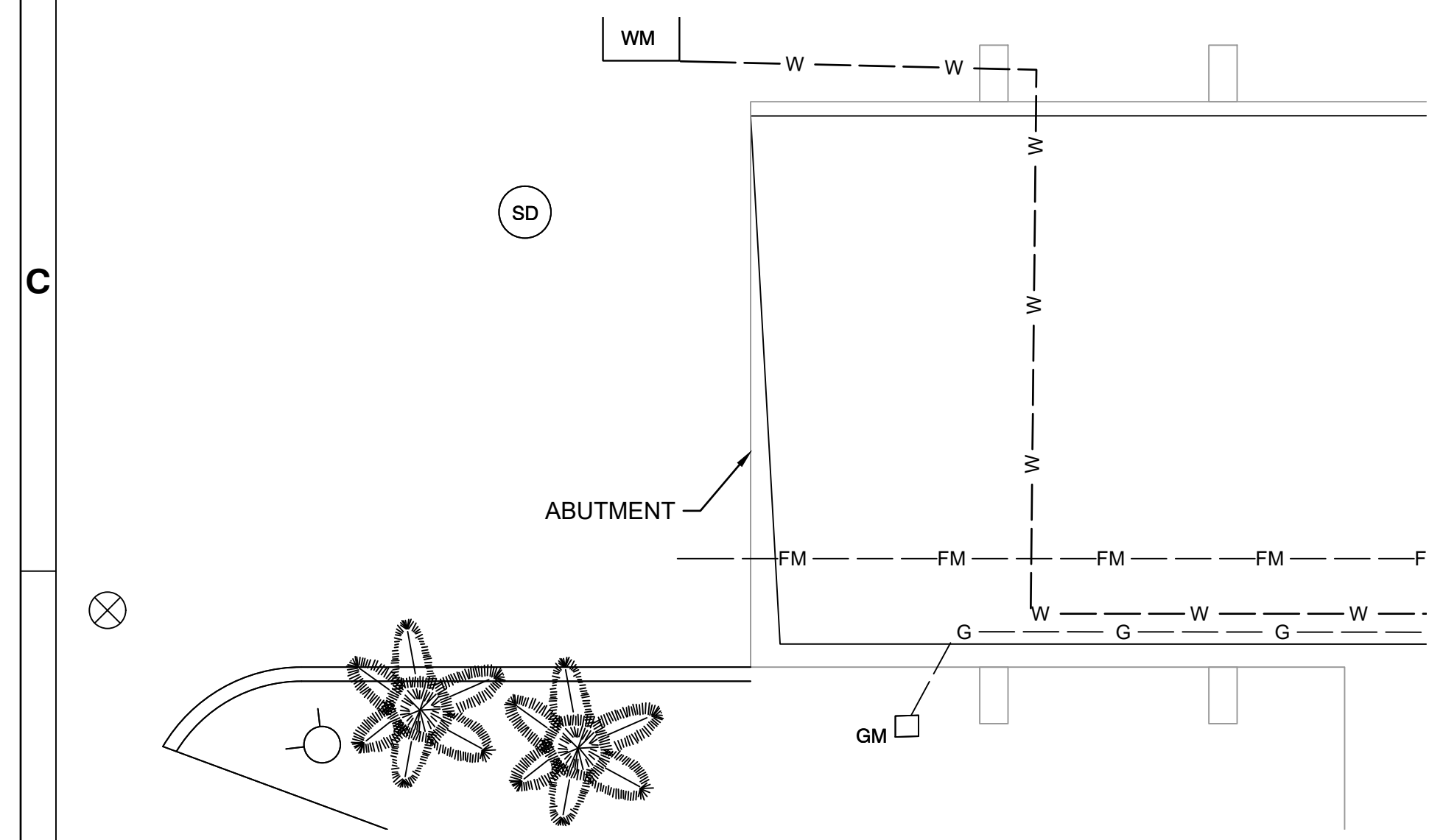


Mark	Description	Date	Appr

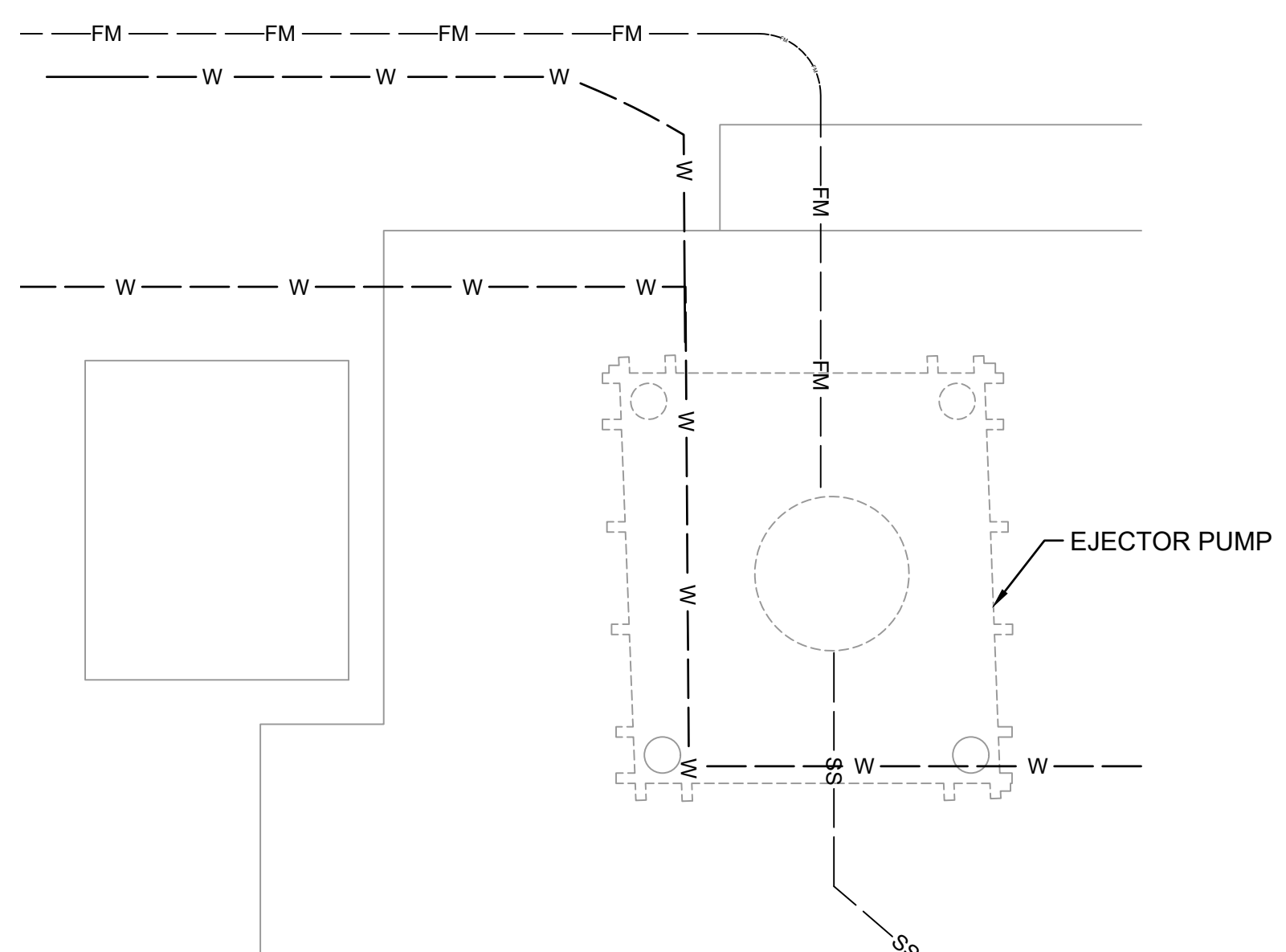


1 PLAN
C-103 SCALE: 1" = 30'

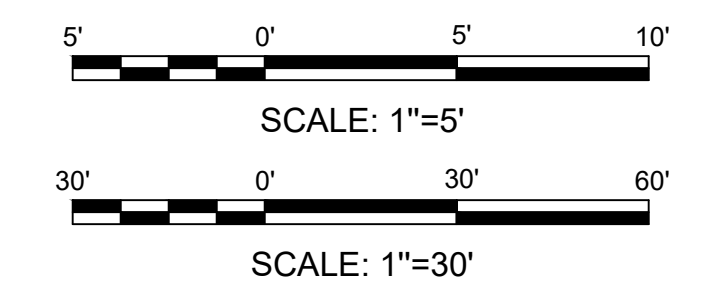
- LEGEND**
- W — EXISTING WATER
 - FM — EXISTING FORCE MAIN
 - SS — EXISTING SANITARY SEWER
 - G — EXISTING GAS



2 ABUTMENT UTILITY PLAN
SCALE: 1" = 5'



3 BOAT SHOP UTILITY PLAN
SCALE: 1" = 5'



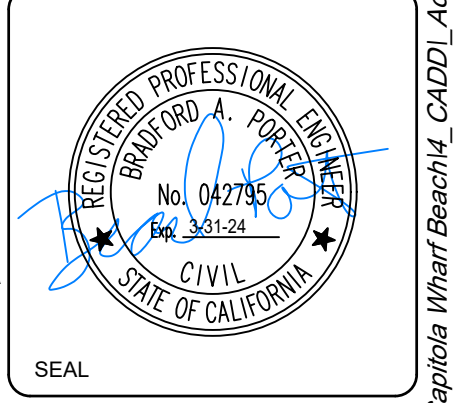
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

EXISTING UTILITY PLAN

Designed by: AC	Date: 4/18/2023	Rev:
Dwn by: AC	M&N Project No.: 9154-01	
Reviewed by:	Drawn by: BP	Drawing code:
Submitted by: MOFATT & NICHOL	Per Scale: 1" = (0 SHEET)	

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

motfatt & nichol



Sheet Reference No.
U-001
INDEX: 27 OF 37



Rev.	Date	Description	Mark

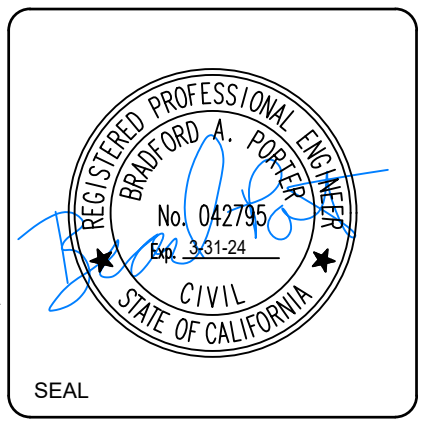
**CAPITOLA WHARF
RESILIENCY AND PUBLIC ACCESS
IMPROVEMENT PHASE 2**

PROPOSED UTILITY PLAN

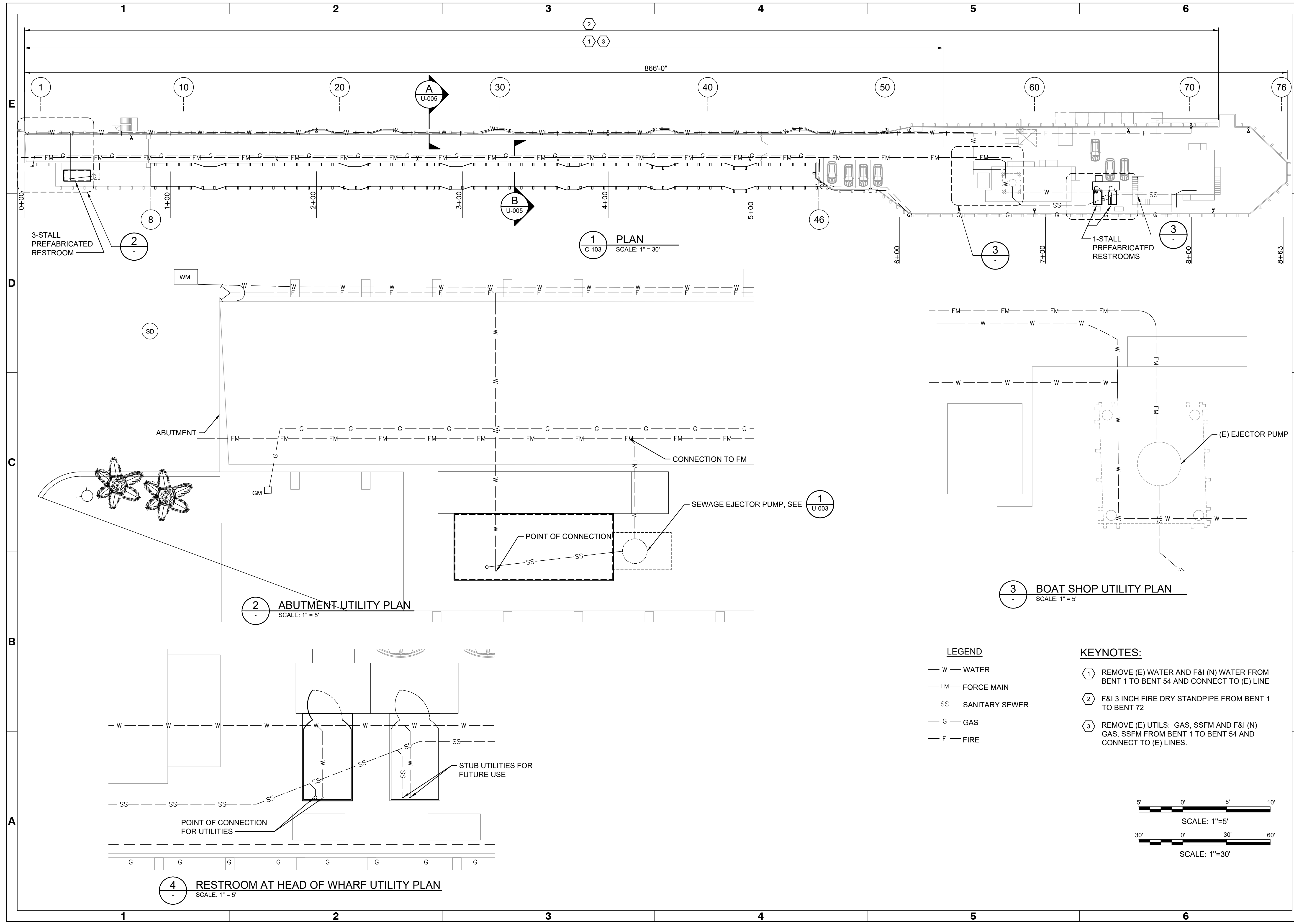
Designed by: AC	Drawn by: AC	Reviewed by:	Submitted by: MOFATT & NICHOL
Date: 4/18/2023	M&N Project No.: 9154-01	Drawing code:	Drawing Scale: Per Scale: 1" = (0 SHEET)

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

mofatt & nichol



Sheet Reference No. U-002
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1 PLAN
C-103 SCALE: 1" = 30'

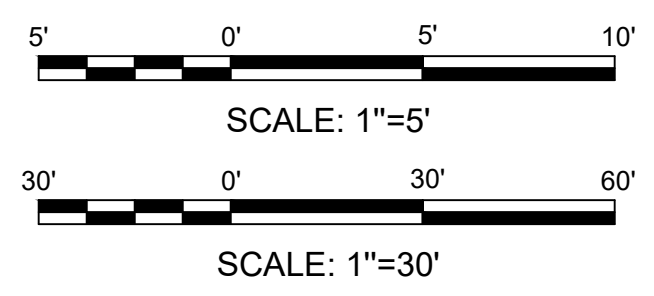
2 ABUTMENT UTILITY PLAN
SCALE: 1" = 5'

3 BOAT SHOP UTILITY PLAN
SCALE: 1" = 5'

4 RESTROOM AT HEAD OF WHARF UTILITY PLAN
SCALE: 1" = 5'

- LEGEND**
- W — WATER
 - FM — FORCE MAIN
 - SS — SANITARY SEWER
 - G — GAS
 - F — FIRE

- KEYNOTES:**
- ① REMOVE (E) WATER AND F&I (N) WATER FROM BENT 1 TO BENT 54 AND CONNECT TO (E) LINE
 - ② F&I 3 INCH FIRE DRY STANDPIPE FROM BENT 1 TO BENT 72
 - ③ REMOVE (E) UTILS: GAS, SSFM AND F&I (N) GAS, SSFM FROM BENT 1 TO BENT 54 AND CONNECT TO (E) LINES.



3rd AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH MOFFATT AND NICHOL FOR
CONCEPT DESIGN AND ENGINEERING FOR THE CAPITOLA WHARF, FLUME, AND
JETTY IMPROVEMENTS

between

CITY OF CAPITOLA AND MOFFATT & NICHOL

The City of Capitola and Moffatt and Nichol, hereby agree to the following Amendment(s) to the Contract dated September 28, 2017:

- 1) Increase the budget amount by \$133,000 for final Wharf bidding and construction support.

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

CONTRACTOR: MOFFATT & NICHOL

By:

Date: _____

CITY OF CAPITOLA

By: Benjamin Goldstein, City Manager

Date: _____



2185 N. California Blvd., Suite 500
Walnut Creek, CA 94596-3500

(925) 944-5411 Fax (925) 944-4732
www.moffattnichol.com

Item 8 A.

April 20, 2023

Ms. Jessica Kahn, Public Works Director
City of Capitola
420 Capitola Avenue
Capitola, CA 95010

Subject: Request for Contract Modification for Wharf Project Engineering Services

Dear Jessica:

We are writing to request a modification to our existing agreement dated September 28, 2017 (Purchase Order 2019-25) to increase the not to exceed amount by \$133,000. Although we have budget left, we anticipate that we will exhaust that budget before the project is complete. Some of the factors to consider are extended schedule and unanticipated requests for services that we have provided:

- o Schedule Expanded -Original schedule was 2017 to Mid 2019-2.5 years. It is projected to be complete in mid 2024 -7 years.
- o Wharf project split into 2 packages. We were asked to prepare an early bid package to address immediate needs to repair the steel piles and broken piles that occurred under the restaurant.
- o Storm Damage-The damage to the Wharf in Jan 2023 required addition effort to quantify and document this damage to facilitate assistance from FEMA.

Our request is based upon our projections as follows:

Task	Effort (\$)
Finalize Bid Package	9,800
Bid Support	19,400
Construction Support	193,800
Sub Total	223,000
Budget Remaining	(90,000)
Requested Increase	133,000

Sincerely,

MOFFATT & NICHOL

Brad Porter
Project Manager

Capitola City Council

Agenda Report

Meeting: May 11, 2023

From: Community Development Department

Subject: 930 Rosedale Avenue Cabrillo Mobile Home Park Update



Recommended Action: Receive staff presentation.

Background: In 2011, the owner of the Cabrillo Mobile Home Estates Park located at 930 Rosedale entered a long-term lease with park residents (Attachment 1). The lease set the monthly base rent per space at \$475 with an annual increase in an amount equal to the percent of increase in the Consumer Price Index for the 12-month period ending at least 120 days prior to the date of each such increase, as compared to the 12-month period prior. The lease expires on May 31, 2023.

On February 28, 2023, the residents of the park received a letter from the park owner stating that a rent increase would take effect on June 1, 2023. The current space rent is \$641 per month. The notification letter explained that rent would increase to \$1,000 per month.

After receiving the rent increase notification, the Cabrillo residents formed an HOA and hired Attorney Bruce Stanton to assist in the lease negotiations.

On April 13, 2023, the City Council authorized the Mayor to sign a letter of support of Assembly Bill 1035, which proposes a statewide limit on mobile home space rent increases. At that same Council meeting, Council Member Brooks requested an update on the rent increase at Cabrillo Mobile Home Estates Park.

Discussion: Cabrillo Mobile Home Estates Park is located at 930 Rosedale Avenue and includes 67 mobile home spaces. The HOA estimates that more than half of the current residents are low-income, with annual income less than 80% of Santa Cruz County Area Median Income (AMI). A three-person household making less than \$112,300 annually are considered low-income. The City does not have any data specific to household incomes for residents of the park. The residents of the park own their mobile home coaches but lease the space in the park from the park owner.

The park is located between Hill Street and Kennedy Lane. The majority of the homes are accessed through Hill Street, with eight spaces accessible through Kennedy Lane to the north. The mobile home park is owned by Viera Enterprise, who owns a handful of properties throughout Santa Cruz County.

As previously mentioned, the current lease was established in 2011 at \$475 with an annual increase of an amount equal to the percent of increase in the Consumer Price Index for the 12-month period ending at least 120 days prior to the date of each such increase, as compared to the 12-month period prior. The current space rent is \$641. On February 28, 2023, the park owner notified the park residents that rent would increase to \$1,000 on June 1, 2023.

Over the past month, Community Development Department staff have been meeting with Cabrillo HOA representatives on a weekly basis. During the meetings, the HOA updates City staff on the status of efforts regarding the lease. Current lease negotiations are underway. To date, the residents have formed an HOA, completed an internal survey of residents, and hired Attorney Bruce Stanton to assist in the lease negotiations. Park residents met with the park owner on May 2, 2023.

City staff has provided information on available resources and programs which may assist park residents, including:

- Legal resources available to Capitola residents;
- Mobile home resources including Santa Cruz County Mobile Home Commission;

- Available rental assistance through the County of Santa Cruz administered by Families in Transition (FIT). This funding/contract is available through December of 2023;
- State resources including the Manufactured Housing Opportunity & Revitalization Program, or MORE, a state revamped mobile home program with \$100 million in funds to assist parks in rehabilitation and direct acquisition; and
- Non-profit resources which could assist in the acquisition of the park. City staff consider this the best long-term solution to ensure affordability. To date, the park owner has not expressed interest in selling.

Fiscal Impacts: There is no fiscal impact associated with this report.

Attachments:

1. Cabrillo Mobile Home Estates Long Term Agreement

Report Prepared By: Katie Herlihy, Community Development Director

Reviewed By: Julia Moss, City Clerk; Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager

Lease Began June, 2011

Item 8 B.

THIS AGREEMENT WILL BE EXEMPT FROM ANY ORDINANCE, RULE REGULATION, OR INITIATIVE MEASURE ADOPTED BY ANY LOCAL GOVERNMENTAL ENTITY WHICH ESTABLISHES A MAXIMUM AMOUNT THAT PARK MAY CHARGE RESIDENT FOR RENT.

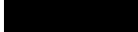
until May 31, 2023

CABRILLO MOBILE HOME ESTATES

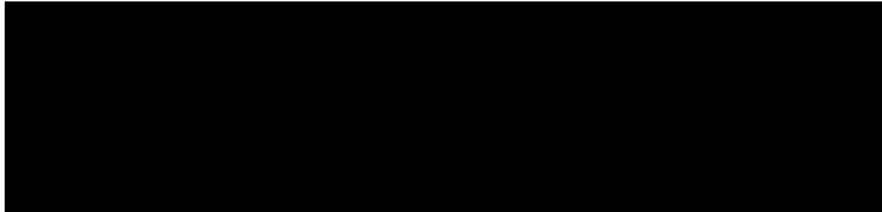
LONG TERM LEASE AGREEMENT

IMPORTANT: THIS LEASE AGREEMENT IS THE RESULT OF NEGOTIATIONS BETWEEN THE OWNERSHIP OF CABRILLO MOBILE HOME ESTATES AND THE RESIDENTS OF THE MOBILEHOME PARK FOR SETTLEMENT OF A RENT PETITION CLAIM FILED BY THE OWNERSHIP OF THE PARK REQUESTING A SIGNIFICANT RENT INCREASE. THIS LEASE SHALL BE CONSIDERED TO BE DRAFTED BY BOTH THE OWNERSHIP OF THE PARK AND THE RESIDENTS, AND IT IS INTENDED TO STABILIZE RENTS FOR A PERIOD OF 12 YEARS, WITH AN INITIAL RENT INCREASE AT THE COMMENCEMENT OF THE LEASE TERM. IN ORDER TO FULFILL THE INTENT OF THE OWNERSHIP OF THE PARK AND THE RESIDENTS, THIS LEASE IS FOR A TERM OF 12 YEARS AND WILL APPLY TO EACH INDIVIDUAL HOMESITE FOR THE ENTIRE 12 YEAR TERM, AND THIS LEASE MUST BE ASSIGNED TO ANY SUCCESSOR RESIDENT AT ANY INDIVIDUAL SPACE IN ORDER THAT THE FULL 12 YEAR TERM REMAINS IN FULL FORCE AND EFFECT. IN THE EVENT PARK OWNERSHIP IS TRANSFERED TO ANY PERSON OR ENTITY, THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT FOR THE FULL TERM OF THIS LEASE.

Resident Initials



**CABRILLO MOBILE HOME ESTATES
930 ROSEDALE AVENUE
CAPITOLA, CA 95010**



THIS LONG TERM LEASE AGREEMENT (hereinafter the "Agreement") is made and entered into this 1st day of June 2011, by and between the management of Cabrillo Mobilehome Estates (hereinafter the "Park") and [REDACTED] as the Resident (hereinafter collectively the "Resident") respecting Space [REDACTED] ("Premises"):

1. Definitions: The following definitions will apply in this lease unless provided otherwise hereinafter:

A. "Mobile Home": For purposes of this Agreement, the term "mobile home" shall be as defined by the statutes of the State of California, and shall include a manufactured home.

B. "Space Rent". The rent paid by the Resident for the use of the Premises in the Park.

C. "Consumer Price Index (CPI)". The Index published by the United States Department of Labor, Bureau of Labor Statistics, known as "Consumer Price Index" for Urban Wage Earners and Clerical Workers for the San Francisco/Oakland/San Jose Area. If the Index is discontinued or revised, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

2. TERM: Park leases to Resident the premises known as mobilehome site or space No. [REDACTED], at 930 Rosedale Avenue, Capitola, CA (hereafter "said Premises") in the Park to be used by Resident as his residence and no other purposes for the term of twelve (12) years (144 months), commencing on the 1st day of June, 2011, and expiring on May 31, 2023.

3. RENT: Resident agrees to pay Park as space rent (hereinafter designated as "Base Rent") for the Premises the sum of Four Hundred Seventy Five Dollars (\$475.00) per month beginning June 1, 2011. Upon each one year anniversary of this Agreement, beginning on June 1, 2013, there will be a rent increase, with ninety (90) days written notice, in an amount equal to the percent of increase in the Consumer Price Index (defined above) for the twelve (12) month period ending at least 120 days prior to the date of each such increase as compared to the 12 month period prior thereto.

4. UTILITIES:

A. Park shall provide and separately bill to Resident for the following utilities: Gas, electric, water, garbage and sewer. Upon sixty (60) days' notice to Resident, however, Park may require Resident to contract with the appropriate utility provider for service and to pay directly for one or all of the utilities which have previously been separately billed to Resident.

B. Resident shall contract with the appropriate utility company or provider and pay directly for all other utilities and/or services, such as telephone, internet and cable TV, as required or desired by Resident.

C. Utilities will be billed monthly, in arrears. Resident agrees to pay on the first day following billing, the charge, at lawful rates, for the following utilities or services furnished to Resident: Gas, electric, water, garbage and sewer. Resident further agrees to pay any increases in such utility rates as may be imposed by the utility provider from time to time.

D. Resident shall not connect, except through existing electrical or natural gas outlets or water or sewer pipes on the Premises, any apparatus or device for the purposes of using electric current, natural gas, sewer or water line or service.

E. Resident is responsible for determining that Resident's mobilehome as well as appliances and additional equipment used on or at the Premises is compatible with the electric service of the Park, and Resident agrees and acknowledges that Park has no liability or responsibility to Resident if the available electrical supply is not compatible.

F. Resident is responsible for maintenance and repair of all utility lines (including, but not limited to, wiring, cabling, gas lines, water pipes, sewer pipes or conduit) from the utility connection point up to and including Resident's mobilehome.

G. Whenever it is necessary for Owner to make repairs or improvements to the Park's utility systems, Owner will have the right to suspend temporarily the delivery of the affected utility/utilities. However, a reasonable notice will be given to Resident as circumstances permit. All such repairs and/or improvements will be completed as rapidly as may be practical and, if possible, at such times which will cause the least inconvenience to Resident.

H. Resident agrees to review all Park utility billing statements and to notify Owner in writing of purported errors or discrepancies within thirty (30) days of receipt thereof.

5. TAXES:

A. Resident shall pay directly to the assessing body or party all municipal, county, state and federal taxes, assessments, fees or other charges levied upon Resident's mobilehome and other property owned by Resident, including property taxes on accessory equipment and structures (including, but not limited to, awnings, skirting, storage sheds, steps and porches) and other improvements made or installed by Resident, former Residents or by persons other than Owner.

B. Any and all taxes and assessments and installment of taxes, possessory taxes and assessments required to be paid by Resident under this Agreement shall be paid by Resident at least ten (10) days before each such tax, assessment, or installment of tax or assessment becomes delinquent. Upon three (3) days prior written notice from Owner, Resident shall deliver to Owner the official and original receipt evidencing the payment of any taxes, assessments, and other charges required under this paragraph "TAXES."

C. Resident shall indemnify and hold Owner, Owner's employees, agents and property, including the Park and any improvements now or subsequently located in or on the Park, free and harmless from any liability, loss or damage resulting from any taxes, assessments or other charges required by this paragraph "TAXES" to be paid by Resident and from all interest, penalties, and other sums imposed thereon and from any sales or other proceedings to enforce collection of any such taxes, assessments or other charges.

6. FACILITIES: The following facilities will be provided by Park during the term of this Agreement unless modified or changed as provided by law: Recreation hall, Park office and coin-operated laundry.

7. SERVICES: The following services will be provided by Park during the term of this Agreement, unless modified or changed as provided by law: None

8. PAYMENT OF RENT: Payment of rent is due on the first day of each month in advance at the Park office without any set-off, counterclaim, or deduction whatsoever. A late charge of \$25.00 will be imposed if rent is not paid by the sixth of the month. This charge does not, in any way, relieve Resident of his obligation to pay rent by the first of the month and is deemed a reasonable incidental service charge levied to cover the costs of additional accounting and collection expenses. Additionally, there will be a \$25.00 handling charge on all checks dishonored by Resident's bank for any reason.

Resident Initials

It is hereby agreed between the parties that the actual amount of costs and/or damage to Park with regard to a late payment is difficult or impractical to fix, and both parties hereto agree to regard Park's damages for late payment as equal to the amount stated herein.

9. THE MOBILEHOME RESIDENCY LAW: Attached hereto, marked Exhibit "A", and by this reference made a part of this Agreement as though set forth in full at this place, is a copy of the current Mobilehome Residency Law, and by signing this Agreement, Resident acknowledges that he has received a copy of that law.

10. RULES AND REGULATIONS: Attached hereto marked Exhibit "B", and by this reference made a part of this Agreement as though set forth in full, is a copy of the present Rules and Regulations of the Park. Resident agrees to comply with all such rules and regulations and such additional rules and regulations as may be promulgated from time to time in accordance with state law. Resident, by signing this Agreement, acknowledges receipt of those Rules and Regulations.

11. RESPONSIBILITY OF THE PARK: It is the responsibility of the Park to provide and maintain the physical improvements set forth above and the common areas in good working order and condition and with respect to a sudden or unforeseeable breakdown or deterioration of the improvements the management shall have a reasonable period of time to repair the sudden or unforeseeable breakdown or deterioration and bring the improvements into good working order and condition after management knows or should have known of the breakdown or deterioration. For purposes of this subdivision, a reasonable period of time to repair a sudden or unforeseeable breakdown or deterioration shall be as soon as possible in situations affecting a health or safety condition, and shall not exceed 30 days in any other case except where exigent circumstances justify a delay.

12. RESIDENT'S WARRANTIES: If, on the date of this Agreement, there is not presently a mobilehome located on the Premises, or if Resident is to remove the mobilehome presently located on said Premises and replace it with another mobilehome now or in the future:

A. Resident acknowledges and agrees that certain representations have been made by Resident to Owner as to the make, model, type, size, age and condition of the mobilehome which will occupy the Premises and the accessory equipment and structures which will be a part of or installed with the mobilehome.

B. Resident warrants to Owner that all representations made regarding the mobilehome and all accessory equipment and structures prior to their being placed on the Premises are true and accurate. Owner is permitted by this paragraph to inspect the mobilehome and the accessory equipment, and Resident agrees not to substitute another mobilehome or other accessory equipment and structures for the ones approved by Owner unless they meet all of Owner's requirements and specifications and Resident has obtained prior written approval of Owner.

C. If Owner determines that said representations are not true and accurate, then Owner may refuse to accept the mobilehome or the accessory equipment and structures for installation. Inspection by Owner may be made at the time the mobilehome and the accessory equipment and structures arrive at the Park, and the mobilehome and the accessory equipment and structures shall not be allowed within the Park until they are inspected and approved.

D. Resident is also responsible for lot grading, compacting and use of approved base rock that may be necessary to accept a new mobilehome on the Premises and in order to comply with state and local permit requirements, including California Code of Regulations, Title 25.

E. Resident also assumes any and all liability for any loss, injury, or damage to Resident, Resident, Resident's guests, invitees, permittees, or licensees, to Resident's Premises, to Resident's Mobile Home, to improvements at or upon the Premises (including, but not limited to, any accessory equipment or storage building), or to Resident's personal property from flow of ground water, surface

Resident Initials

water and/or flood water, from subsidence, from erosion, from earth movement, or from resultant mud and debris. Resident hereby agrees to indemnify and hold Park harmless from any such loss, injury, damage or expense, including, without limitation, reasonable attorneys' fees and expenses of litigation which the Park may suffer. Resident is encouraged to obtain the necessary insurance and to undertake all precautions necessary to stabilize the Mobile Home and accessory equipment, including, but not limited to, the bracing of the Mobile Home and obtaining a civil engineer's report respecting Resident's use of the Premises.

13 AMENDMENT TO RULES AND REGULATIONS: Rules and Regulations may be amended at any time with your written consent. If you do not consent, amendment shall take place six (6) months after written notice to you of the change, unless the change is made pursuant to Civil Code §798.25(d), in which case only a Sixty (60) Day Notice is required. The Park will meet and consult with you about any changes or amendments as provided by law. Amendments pertaining only to Rules and Regulations applicable to recreational facilities shall become effective sixty (60) days after written notice to you of the change.

14. COMPLIANCE WITH LAW AND RULES AND REGULATIONS:

A. Resident agrees to abide and conform with all applicable laws and ordinances, all terms and conditions of this Agreement, the Rules and Regulations, all rules, regulations, terms and provisions contained in any document referred to in this Agreement, and said rules, regulations, terms and provisions as may, from time to time, be amended, modified or otherwise changed by Owner as permitted by the terms of this Agreement and as permitted by law. Any violation of the Rules and Regulations shall be deemed a public nuisance. Resident agrees that a breach of this Agreement or any violation of the Rules and Regulations by Resident shall entitled Park to, among other things, evict Resident under Civil Code § 798.56 (d) and/or to seek injunctive relief against Resident under Civil Code § 798.88, including, but not limited to, restraining Resident from continuing to breach this Agreement or continuing to violate any rules or regulations, term, or condition, or to allow a condition violative of a rule or regulation, term or condition to exist or continue to exist.

B. Resident is responsible for the actions and conduct of all other occupants, Residents or EXTRA PERSONS of Resident's mobilehome and for the actions and conduct of Resident's guests, licensees and invitees. Resident agrees and acknowledges that any violation of the Rules and Regulations by any person residing with Resident, or any guest of Resident, shall be deemed a failure by Resident to perform an express term of this Agreement, and Owner may terminate this Agreement pursuant to the MOBILEHOME RESIDENCY LAW as a consequence of such default.

15. ENTRY UPON RESIDENT'S SPACE: Resident hereby acknowledges that the Park has the right of entry upon said Premises to maintain utilities or in case of emergency. Management may charge a reasonable fee for services relating to maintenance of the land and Premises upon which a home is situated if Resident fails to maintain the land and Premises in accordance with Park rules and regulations after written notice to Resident and Resident's failure to comply within fourteen (14) days.

16. TERMINATION OF TENANCY:

A. The tenancy created hereby may be terminated by the Resident only upon the giving of written notice to the Park not less than sixty (60) days before vacating the tenancy, and the actual physical removal of Resident's mobilehome within said sixty (60) day period. Otherwise this Lease will remain in full force and effect unless it is assigned pursuant to paragraph 18, below.

B. The tenancy created hereby may be terminated by the Park as provided in this Agreement and as provided by the Mobilehome Residency Law. In the event of termination under the Mobilehome Residency Law, the Park shall retain the right but not the obligation to transfer this lease to the next resident of the Premises

Resident Initials

17. REMOVAL ON SALE: Park may, at its option, exercise its rights under the Mobilehome Residency Law to require removal of the mobilehome upon resale to a third party, under the conditions specified therein.

18. ASSUMPTION OF AGREEMENT: Resident shall assign Resident's interest in this Agreement upon the sale or other transfer, voluntary or involuntary of Resident's Mobile Home, and transferee shall assume Resident's interest in this Agreement, as long as the provisions of the paragraph above entitled "APPROVAL OF PURCHASERS AND SUBSEQUENT RESIDENTS" are fully complied with and Resident is not in default or breach of this Agreement.

19. APPROVAL OF PURCHASER AND SUBSEQUENT RESIDENTS:

A. Resident may sell Resident's Home at any time pursuant to the rights and obligations of Resident and Owner under the MOBILEHOME RESIDENCY LAW and other applicable law. Any rights granted to Resident or to Owner by the MOBILEHOME RESIDENCY LAW (including amendments, deletions, or modifications thereto) and by other applicable law may be enforced by Owner or by Resident. Resident must, however, immediately notify Owner in writing of Resident's intent to sell Resident's mobilehome. If the prospective purchaser of the mobilehome intends for the mobilehome to remain in the Park, said purchaser must do the following before occupying the mobilehome: (a) complete an application for tenancy (the owner may charge fees for such reports and information as may be permitted by law in connection with an application); (b) be accepted by the Owner; (c) accept assignment of this Agreement; and (d) execute and deliver to the Owner a copy of the Park's then effective Park Rules and Regulations and other residency documents. IF THE PURCHASER FAILS TO EXECUTE AN ASSIGNMENT OF THIS AGREEMENT, SUCH PURCHASER SHALL HAVE NO RIGHTS OF TENANCY. The Rules and Regulations and other residency documents signed by the prospective purchaser may be different in their terms and provisions than this Agreement, the Rules and Regulations, and other residency documents now in effect.

B. Notwithstanding anything contained herein to the contrary, Owner may, in order to upgrade the quality of the Park, require the removal of the Home from the Premises upon its sale to a third party, in accordance with the provisions of the MOBILEHOME RESIDENCY LAW and other applicable law. Any rights granted either party by the MOBILEHOME RESIDENCY LAW (including amendments, deletions or modifications thereto) and by other applicable law may be enforced by either party at that party's option.

C. Notwithstanding anything contained in this Agreement to the contrary, upon the sale or transfer of Resident's mobilehome or if the mobilehome is to remain in the Park, Resident shall make all repairs or improvements to Resident's mobilehome, to its appurtenances, or to an accessory structure as required by Owner, pursuant to law, including but not limited to California Civil Code § 798.73.5, as amended.

20. SUBLEASING: Resident may not sublet the space, any portion of the space, or any mobilehome located on the space unless required by Civil Code Section 798.23.5. Any other subleasing will be void, and deemed a violation of this Lease and the Rules and Regulations of the Park. Any purported assignment of the space or mobilehome will be void unless done per the terms of this Agreement. Any assignment of the space alone without the mobilehome situated thereon will be void and the space will revert to Park.

21. USE PROHIBITED: Resident shall not use or permit the demised Premises or any part thereof to be used for any purpose other than a personal and actual residence for the persons listed above. No other person may make his or her permanent residence at the Premises without the prior written consent of the Park. Such consent may be granted or withheld in the Park's sole discretion and depending upon availability of existing facilities to handle the number of permanent Residents in the Park.

Resident Initials

22. FIXTURES: All fixtures including but not limited to plants, shrubs, and trees planted on the Premises as well as all structures including fences embedded in the ground, black top or concrete, shall become the property of the Park and shall not be removed by the Resident without prior written consent of the Park. However, subject to Park's responsibilities under Civil Code Section 798.37.5, Resident, at Resident's sole expense, shall maintain, replace, remove or repair as needed all such plants, shrubs, trees and structures and damage caused by such structures during the term of the tenancy, whether or not such item was planted or installed by Resident or a prior Resident, or by Park.

23. HOLDING OVER AND NEGOTIATION OF NEW LEASE: Any holding over by the Resident at the expiration of the initial term hereof with the actual or implied consent of the Park, shall be deemed to be a month-to-month tenancy on the same terms and conditions of this Agreement, except that Park may increase rents without regard to the provisions of Paragraph 3 hereof. However, beginning no later than 60 days prior to expiration of the initial term of this Lease, both Park and Resident shall enter into good faith negotiations to attempt to reach an Agreement on a replacement lease and/or an extension or renewal of the terms of this Lease. In the event that Resident and Park are unable to successfully negotiate a replacement lease and/or renewal or extension of this Lease on or before May 31, 2023, then Resident's tenancy shall be continued on a holdover basis as described herein.

24. RENEWAL OF THIS AGREEMENT: This Agreement can be extended only upon the written Agreement of the Park and Resident.

25. SERVICE OF NOTICES: Resident understands that any notice terminating his tenancy must be given to him in writing in the manner described by Section 1162 of the California Code of Civil Procedures. However, as additional consideration of the execution of this Agreement, Resident agrees that any service of any other notice upon him, including but not limited to, a notice of rent increases, notice of non-compliance with Park rules and regulations, notice of termination of this Agreement and notice of any meeting to discuss amendments to Park rules and regulations, standards for maintenance and physical improvements in the Park, etc., will have been duly and validly affected if a notice is mailed to the Resident at his address in the Park via first class United States mail, postage prepaid.

26. WAIVER: The waiver by Park of or the failure of Park to take action in any respect by any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of such term, covenant or condition herein contained. The subsequent acceptance of rent by Park shall not be deemed to be a waiver of any preceding breach by Resident of any term, covenant or condition of this covenant other than the failure of Resident to pay the particular rent so accepted, regardless of Park's knowledge of such preceding breach at the time of accepting such rent and whether or not the breach is continuing in nature.

27. WAIVER OF LIABILITY: The Park shall not be liable to Resident or his or her family for any damage by or from any act or negligence of any Residents or their guests, or by any Owner or occupant of adjoining or contiguous mobilehomes. Residents shall pay for all damage to the Park and space, as well as all damages to other Residents, their guests and families thereof caused by the Resident or his or her families' or guests' negligence or misuse of the Park.

28. INSPECTION OF PREMISES AND APPROVAL:

A. By signing this Agreement Resident acknowledges that Resident has carefully inspected the space to be rented and all the Park's facilities and has found them to be in every respect to be as represented by Park to Resident, whether orally or in writing, and completely satisfactory to Resident.

B. If at any time Resident believes that there exists a deficiency in the maintenance, repair, or upkeep of the common areas or utility systems of the Park, Resident agrees to notify Park, as soon as reasonably practicable, in writing, of the specific nature of such deficiency, and to request that such deficiency be remedied. For purposes of this Agreement, "common areas or utility systems" shall be defined as those items for which Park is responsible for maintenance as specified in California Civil Code

Resident Initials

Section 798.15(d) including, but not limited to, the items listed in Paragraph 5, above, and the utility systems up to and including the utility pedestal on Resident's space.

Item 8 B.

C. Upon receipt of the written notice specified in Paragraph 28 (b), above, Park shall have 45 days to investigate same and, if necessary, remedy the deficiency. On or before the expiration of said 45 day period, Park shall notify Resident, in writing, of the results of its investigation and the status of any remedial work done or to be done.

29. SUBORDINATION AND ATTORNMENT.

A. This Agreement, and any leasehold interest which may be created by it, shall be subordinate to any encumbrance, restriction or declaration of record before or after the date of this Agreement affecting the Park, the Common Areas, recreational facilities or other facilities of the Park, or the Premises rented to Resident. Such subordination is effective without any further act of Resident; however, Resident agrees, upon request by Owner, to promptly execute and deliver any documents or instruments which may be required by any lender to effectuate any subordination, including reasonable modifications to this Agreement, provided they do not increase the obligations of Resident or materially adversely affect the interests of Resident herein. If Resident fails to execute and deliver any such documents or instruments, Resident hereby irrevocably constitutes and appoints Owner as Resident's special attorney-in-fact to execute and deliver any such documents or instruments.

B. Upon any assignment, transfer or sale of the Real Property on which the Park is located to any current or future lender with an encumbrance on the Park property or new transferee/Owner (collectively "Transferee"), Owner has the sole right, but not the obligation, to demand that the Resident attorn Resident's interest in the Premises and the Park to such Transferee.

30. NO THIRD-PARTY RIGHTS: Except as to the Owner, Resident and Residents, nothing in this Agreement, express or implied, is intended to confer and it does not confer, any rights, privileges or remedies upon any person or entity including, without limitation, any corporation or unincorporated association. No rights under this Agreement or any rights that may arise as a result of this Agreement shall be assigned, whether for financing or otherwise, except as provided in the paragraphs entitled "ASSUMPTION OF AGREEMENT" and "SUBORDINATION AND ATTORNMENT" and any other attempted assignment and/or transfer of rights shall be deemed void and unenforceable and shall convey no rights whatsoever. Resident also agrees that Resident is not a third-party beneficiary of any other Agreement between Owner and any other Resident in this Park.

31. EMINENT DOMAIN: If the entire Park, or a portion thereof so that, in Owner's sole opinion, the balance remaining is not suitable for or desired to be used for a mobilehome park, is taken under the power of eminent domain, or is sold by Owner to any authority having the power of eminent domain, whether or not under threat of condemnation or while condemnation proceedings are pending, then this Agreement shall automatically terminate as of the date the authority having the power or eminent domain takes possession. Any award for any taking of all, or any part, of the Park under the power of eminent domain shall be the property of Owner, whether such award shall be made as compensation for diminution in value of the leasehold or for taking of the fee or the taking of any interest Resident may have had due to this Agreement or Resident's tenancy in the Park. Nothing contained herein, however, shall be deemed to preclude Resident from obtaining any award for loss of or damage to Resident's removable personal property, or to give Owner any interest in such award.

32. ATTORNEYS' FEES AND COURT COSTS: If an action at law or equity shall be brought to recover any rent or any utilities due under this Agreement or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Agreement or the rules attached hereto for the recovery of possession of the demised Premises, the prevailing parties shall be entitled to recover from the other as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and made a part of any judgment or decree rendered and the Park shall be entitled to

Resid

receive as court costs the cost of the service of any notice required to be served upon the Resident in relationship to the legal action.

Item 8 B.

33. TIME OF THE ESSENCE: Time is of the essence of this Agreement.

34. INVALIDITY OF PROVISIONS.

A. Certain terms and provisions of this Agreement and other documents referred to in this Agreement refer to, restate or summarize provisions of the MOBILEHOME RESIDENCY LAW and other applicable laws. In every instance it is intended that these references, restatements and summaries will accurately reflect the law and correctly set forth Resident's and Owner's rights, liabilities, duties and obligations to one another and to other persons. The same is true of all of the other provisions of this Agreement and the other documents used by the Park. If any of the provisions of this Agreement or the other documents used by the Park fail in any way to meet the above criteria, then it is unintentional and all such provisions shall be deemed to be automatically revised to correctly reflect the Owner's and Resident's rights, liabilities, duties and obligations under the provisions of the MOBILEHOME RESIDENCY LAW and all other applicable laws. Resident agrees to promptly notify Owner in writing of any instance where Resident believes that any of the provisions of this Agreement or the other documents used by the Park fail to meet the above criteria.

B. If any term or provision of this Agreement or any document referred to in this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the other document or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement or the other document shall be valid and be enforced to the fullest extent permitted by law. Owner has the right, but not the obligation, to excise any provision herein to the extent, and during the period which, such provision is deemed illegal or unenforceable by any court of competent jurisdiction.

C. In the event that any material portion of the paragraphs in this Agreement regarding the term of tenancy or rent, utilities or incidental reasonable service charges are determined to be invalid or unenforceable, Resident agrees that Resident shall rent the Premises from Owner and shall have a tenancy for such Premises for a period of the lesser of five (5) years from the date of this Agreement or as a month-to-month tenancy, at an initial Base Rent equal to one hundred percent (100%) of the initial Basic and Additional Rent set forth in this Agreement, increased by five percent (5%) per annum.

D. In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the Owner has the sole right, but not the obligation, to shorten the lease term of this Agreement as is determined by Owner at its sole discretion, to the shortest lease term as allowed under applicable law.

E. Owner has the right to excise any provision in this Agreement or amend this Agreement due to any action by (a) the California or federal legislature or (b) the California or federal courts invalidating or potentially invalidating any provision of this Agreement.


35. INDEMNIFICATION: Park shall not be liable for any loss, damage, or injury of any kind whatsoever to the person or property of any Resident or any of the employees, guests, invitees, permittees or licensees of any Resident, or of any other person whomsoever, caused by any use of the Park or homesite, or by any defect in improvements erected thereon, or rising from any cause whatsoever, unless resulting from the negligence or willful act of Park. Resident acknowledges that Park is not a "security park". Park makes no representation that the Park is secure from theft or any other criminal act perpetrated by any Resident or other person.

36. CAPTIONS, ET AL.: The captions of the various articles and paragraphs of this Agreement are for convenience and ease of reference and do not define, limit, augment or describe the scope, content,

Resident Initials

or intent of this Agreement or any of its parts. Additionally, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the neuter and masculine, and each includes a corporation, partnership or other legal entity when the context so requires and the singular number includes the plural whenever the context so requires.

37. RESIDENT'S ACKNOWLEDGMENT OF CIVIL CODE SECTION 798.17: Resident specifically acknowledges that he has been provided with at least thirty (30) days to accept or reject this Lease. Resident further acknowledges that he is aware that he may void this Agreement by notifying Park in writing within 72 hours of Resident's execution hereof, as permitted by California Civil Code Section 798.17. HOWEVER, BOTH PARK AND RESIDENT ACKNOWLEDGE THAT SHOULD ANY RESIDENT OF CABRILLO MOBILE HOME ESTATES ELECT TO RESCIND THIS AGREEMENT WITHIN THE 72 HOURS ALLOWED BY LAW, THEN THE ENTIRE SETTLEMENT AGREEMENT PREVIOUSLY ENTERED INTO BETWEEN PARK AND ALL RESIDENTS RESOLVING THE RENT PETITION FILED BY PARK MAY ALSO BE DECLARED NULL AND VOID AND PARK MAY PROCEED WITH ITS RENT PETITION THROUGH THE CITY OF CAPITOLA RENT STABILIZATION PROCESS.


Resident Initials

38. ESTOPPEL CERTIFICATE: Within ten (10) days after written notice, Resident agrees to execute and deliver an Estoppel Certificate in the form submitted by Park, acknowledging that this Agreement is in full force and effect, specifying any modifications to the Agreement agreed to by Park and Resident and acknowledging whether or not Park is in compliance with its obligations hereunder. Failure of Resident to execute and return said Estoppel Certificate within ten (10) days after presentation of same to Resident shall be deemed Resident's acknowledgment that the Certificate as submitted by Park is true and correct and may be relied upon by any lender, purchaser, or other interested party.

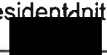
39. MECHANIC'S LIENS: If any lien is placed upon the Leased Premises or any improvement thereon by reason of work undertaken by or at the request of Resident, Resident, within ten (10) days from recordation of said lien, shall cause the same to be discharged or released by posting of a bond. Resident shall defend and indemnify and hold Park harmless against all liability or claims arising out of any work or installation caused to be performed by Resident on the Leased Premises. In the event Resident fails to so act, Park may, but shall not be required to, pay all such sums as are required to cause the release of such lien and deliver to Resident written notification of such payment and Resident shall pay said sum to Park within five (5) days of receipt thereof.

40. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties. No promise, representation, warranty or covenant, whether written or oral, not included in this Agreement has been or is relied on by either party. Each party has relied on his own examination of this Agreement, a counsel of his own advisors, and the warranties, representations and covenants in the Agreement itself. Failure or refusal of either party to inspect the Premises or improvement, to read the Agreement or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspecting or advice. Additionally, in any interpretation of this Agreement, it shall be deemed that this Agreement and its exhibits were written by both parties. This Agreement can be amended only in writing by mutual Agreement of the parties, or by Park where allowed by law, including Civil Code Section 827.

Resident


41. COUNTERPARTS: This Agreement may be executed in several counterparts each of which shall be deemed an original.

42. JOINT AND SEVERAL LIABILITY: If Resident is more than one person, each person shall be jointly and severally liable for the performance of Resident's obligations under this Agreement.

Resident Initials


43. VOLUNTARY EXECUTION: Resident and each of them acknowledge that they have read, understood and received copies of this Agreement and all attachments hereto and agree to be bound by its terms and conditions.

44. MEGAN'S LAW NOTICE: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either an address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

45. ACKNOWLEDGMENT.

A. Resident acknowledges that, if Resident at the time of the offering of this Agreement is an existing Resident, then:

(1) Owner has offered Resident the option of: a month-to-month rental Agreement, a rental Agreement having a term of twelve (12) months, or a rental Agreement having a term which is longer than a month-to-month tenancy but less than twelve (12) months.

(2) Resident may elect to accept any one of the three (3) options set forth in subparagraph (1) above, and that this election is solely at Resident's option.

(3) Owner has offered Resident the option of a lease Agreement with a term of five or twelve years, but has chosen to elect a twelve (12) year term as set forth in paragraph 2 above.

B. Even though Resident has the options set forth in subparagraphs A (1) and A (3) above, Resident has voluntarily elected the term of tenancy set forth in paragraph 2 above.

C. Except for the provisions relating to extensions and renewals, the terms, conditions and rental charges during the first twelve (12) months of this Agreement are the same as those offered in the rental Agreements set forth in Paragraph A above.

D. After submitting this Agreement to Resident, Owner has given Resident thirty (30) days to accept or reject this Agreement.

E. Within seventy-two (72) hours from executing this Agreement, Resident may cancel this Agreement by delivering to Owner a written statement stating Resident's election to cancel this Agreement

Resident's Initials

F. Resident acknowledges and agrees that, pursuant to Civil Code § 798.18(b), this Agreement contains the same terms and conditions with respect to charges for rent, utilities, or incidental reasonable service charges for the first twelve (12) months of this Agreement as are contained in the rental Agreement offered to Residents for a term of twelve (12) months or less, including a month-to-month term

Resident's Initials

G. Any claim, demand, right or defense of any kind by Resident which is based upon or arises in connection with this Agreement or the negotiations prior to its execution, shall be barred unless Resident commences a lawsuit or other form of alternative dispute resolution thereon, or interposes in a legal proceeding a defense by reason thereof, within one (1) year as may be extended by Civil Code § 798.84, after the date of the inaction or omission or the date of the occurrence of the event or of the action to which the claim, demand, right or defense relates, whichever applies.

H. Notwithstanding anything set forth herein to the contrary, in the event that Owner elects to subdivide the Park to provide for the conversion to a subdivision, cooperative or condominium,

Resident Initials

Resident agrees that Resident shall execute a petition indicating Resident's support or non support for conversion of the Park to Resident Ownership in accordance with Government Code §§ 66410 and 66428.1, et seq., as such statutes may be amended from time to time.

I. Resident agrees and acknowledges that Owner has the right to adjust the lot lines of Resident's Premises as permitted by law.

46. NO ENFORCEABLE AGREEMENT UNTIL EXECUTION BY PARK.

Notwithstanding any other provision of this Agreement, this Agreement will not be enforceable unless and until it has been executed by the Owner's authorized agent.

IN WITNESS WHEREOF, Park and Resident have executed this Agreement as of the day and year written below, further acknowledging and agreeing that all blank spaces have been completely filled in prior to such execution.

Executed this [redacted] day, of [redacted], 20[redacted], at [redacted], California.

Resident
Print Name: [redacted]

Resident
Print Name: [redacted]
[redacted] ESTATES

Resident
Print Name: _____

By [redacted]
Owner

Resident Initials
[redacted]

Capitola City Council

Agenda Report

Meeting: May 11, 2023

From: Community Development and Public Works Departments

Subject: City Hall Needs Assessment and Alternatives Analysis



Recommended Action: Authorize staff to issue a Request for Proposals for a City Hall Needs Assessment and Alternatives Analysis Report.

Background: Capitola's City Hall and Police Station are located at the gateway to the Capitola Village at 420 and 421 Capitola Avenue, respectively. City Hall and the Police Station are located within the same building. The greater City Hall site includes the Capitola History Museum, City Hall, Police Station, Police Annex, and the adjacent Lower and Upper Pacific Cove public parking lots. The entire site is approximately seven acres.

City Hall and the Police station are older structures that are nearing a stage where they will require significant investment to maintain their functionality. Both buildings are smaller than typical given the current staffing and needs. All structures on the seven-acre site are located in the floodplain. In 2011, the Police Station and portions of the lower level of City Hall flooded. The adopted City Council goals for FY22-23 included \$50,000 to study long term City Hall options.

In January 2010, a study was completed using funding from the State of California Community Development Block Grant (CDBG) Program to assess reuse options for the Capitola City Hall site and adjacent Pacific Cove Parking lots. The study addressed potential alternatives for physical site redevelopment, market analysis at the time for possible alternative uses, and alternative sites for location of City Hall functions, future ownership alternatives for the site. At the time, there was some concern that the study had been developed without a high levels of public input. The current RFP is structured to help the City better understand current circumstances on the site and provide multiple opportunities for public input prior to drafting alternatives.

During the Budget Workshop held on March 1, 2022, the City Council identified the City Hall Needs Assessment as a goal and allocated \$50,000 within the Fiscal Year 2022-23 Budget to assess options for City Hall and the Police Station.

Discussion: The Request for Proposals (RFP) is comprised of two phases with separate deliverables. The first phase is the City Hall Site Needs Assessment. Following completion of phase one, the second phase of the Alternatives Analysis will be initiated at the direction of the City Council.

Phase one includes completion of an existing conditions report for the site and projections for future staffing and facility needs. This report will include an overview of the existing site and structures, a visual assessment, a breakdown of the current uses, a functionality analysis, a qualitative analysis of the current site's advantages/disadvantages, and an evaluation of the environmental constraints and hazards. Deliverables from this phase will include:

1. Site Description (including City Hall, Capitola Museum, Police Station, Accessory Structures, and Lower and Upper Pacific Cove Parking Lots);
2. Existing Conditions Report;
3. 20-Year Projections; and
4. Summary of Findings.

Staff intends to present the results of phase one to the City Council, at which time, the City Council will be asked whether or not to proceed with phase two.

Phase two involves identifying goals for the future City Hall by working with the City Council, members of the public, and staff. This will include a presentation from the consultant at both a community meeting and a City Council meeting. This phase of work will also identify possible future City Hall options for the City to consider, and an evaluation of how those options meet the identified goals. Deliverables after this phase will include:

- 1. Consultant attendance at a community input meeting
- 2. Consultant attendance at two City Council meetings
- 3. Alternatives Analysis Report

The tentative project schedule for the first phase is as follows:

- RFP Released May 15, 2023
- Proposals Due July 21, 2023
- City Council approval of Consultant Contract August 2023
- Complete phase one City Hall Site Needs Assessment December 2023
- Presentation to City Council January 2024

The second phase will be completed within nine months of City Council direction to initiate phase two.

Fiscal Impact: The adopted FY 2022/23 Budget includes \$50,000 for the City Hall Needs Assessment and Alternatives Analysis. Staff will evaluate proposals to determine whether existing funding will be necessary and, if needed, present options to the City Council when a proposed contract for this work is brought to Council for consideration this summer.

Attachments:

- 1. Draft RFP

Report Prepared By: Austin Westly, Deputy City Clerk

Reviewed By: Julia Moss, City Clerk, Jessica Kahn, Public Works Director, Katie Herlihy, Community Development Director, Jim Malberg, Finance Director, Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager

REQUEST FOR PROPOSALS CITY OF CAPITOLA



City Hall Site Needs Assessment and Alternatives Analysis Report

City of Capitola
420 Capitola Avenue
Capitola, CA 95010

ISSUE DATE:
May 15, 2023

DEADLINE FOR SUBMISSION:
July 21, 2023 at 5 pm

CONTACT:
Katie Herlihy, Community Development Director
(831) 475-7300 ext. 216
kherlihy@ci.capitola.ca.us

City of Capitola
Request for Proposals
City Hall Study
May 15, 2023

I. NOTICE OF INVITATION

The City of Capitola (City) invites proposals from qualified consultants to prepare a City Hall Site Needs Assessment and Alternatives Analysis. The City Hall site includes Capitola City Hall, Police Station, Capitola Museum, Accessory Buildings, and Upper and Lower Pac Cove Parking lots. The contract will have two phases with separate deliverable. For the first, the selected consultant will complete the Facilities Needs Assessment and present the findings to the City Council. The second phase will be initiated at the direction of the City Council following the needs analysis. The second phase includes goal setting and an alternatives analysis report. Request for proposals may be obtained at City Hall or may be downloaded from the City's website at www.ci.capitola.ca.us

Interested consulting firms shall submit one electronic copy in pdf format and four hard copies.

Proposals will be accepted via email. Proposals **must be received by July 21, 2023, at 5:00 P.M.** No proposal will be accepted by oral communication, telephone, or facsimile transmission. Proposals may be withdrawn prior to the time set for closing. Postmarks will not be accepted. Any proposal received after the time set for closing will be rejected.

In order to ensure that all interested firms have access to the same information, all questions must be submitted by e-mail prior to July 7, 2023 at 5:00 to: Katie Herlihy at kherlihy@ci.capitola.ca.us. City staff will strive to provide responses to all interested firms by July 12, 2023, and post the responses on the City website.

Please email your Proposal to Community Development Director, Katie Herlihy, at kherlihy@ci.capitola.ca.us.

Katie Herlihy
Community Development Director
City of Capitola
420 Capitola Avenue
Capitola, CA 95010
(831) 475-7300 ext. 216
kherlihy@ci.capitola.ca.us

All proposals must include information about project costs which will be valid for a minimum through 2024.

City of Capitola
Request for Proposals
City Hall Study
May 15, 2023

II. INTRODUCTION

The City of Capitola invites proposals from qualified firms to prepare a City Hall Site Needs Assessment and Alternatives Analysis. In case of a joint venture proposal, a primary lead consultant shall be identified. The City will not accept a proposal as responsive if it covers only a portion of the requested Scope of Work.

Interested consultants shall prepare separate costs estimate based upon the services requested in this RFP for Phase 1 and Phase 2. Each phase shall be bid at a firm, fixed price with the only variable cost being additional community meetings and public hearing beyond those outlined in the scope. Additional community meetings and public hearings shall be bid on a per-meeting cost with remote and in-person options. One consultant will be selected to complete both phases.

The deadline for submitting proposals is July 21, 2023, at 5:00 P.M.

III. BACKGROUND

The City of Capitola is a small, 1.6 square-mile seaside community located along Monterey Bay in Santa Cruz County. Soquel Creek generally bisects the community in a northwest-southeasterly direction, with residences and community and regional-serving commercial uses to the west of the creek, and a mixture of residences and small shops and businesses along the east side of the creek.

Capitola was originally founded in 1869 as California's first seaside resort. Incorporated as a city in 1949, the village area remains California's oldest coastal resort and includes one of the region's most active beaches. Most of the growth in Capitola occurred in the 1970s as the community annexed surrounding land and residential growth accelerated.

Capitola's City Hall and Police Station are located at the gateway to the Capitola Village at 420 and 421 Capitola Avenue, respectively. City Hall and the Police Station are located within the same building. The greater City Hall site includes the Capitola History Museum, City Hall, Police Station, Police Annex and the adjacent Lower and Upper Pac Cove public parking lots. The entire site is approximately seven-acres.

City Hall and the Police station are older structures that are nearing a stage where they will require significant investment to maintain their functionality. Both buildings are smaller than typical given the current staffing and needs. All structures on the seven-acre site are located in the floodplain. In 2011, the Police Station and portions of the lower level of City Hall flooded.

In 2004, the City completed the Facilities Masterplan which included a needs assessment for current and future 15-year projections (Attachment 1). Then in 2010, the Capitola City Hall Site

City of Capitola
Request for Proposals
City Hall Study
May 15, 2023

Reuse Study was completed (Attachment 2). The two studies are included for informational purposes only as background information.

IV. SCHEDULE

There are two phases with separate deliverables. The first phase is the City Hall Site Needs Assessment. Following completion of the City Hall Site Needs Assessment, the second phase of the Alternatives Analysis will be initiated at the direction of the City Council.

The City Hall Site Needs Analysis must be completed by EOY 2023. This will allow the City Council to understand existing conditions and needs prior to mid-year budget review. The consultant's proposed schedule will be an important consideration when evaluating proposals. The City's tentative schedule for the first phase is as follows:

- RFP Released: May 15, 2023
- Deadline for RFP Questions July 10, 2023
- Proposals Due: July 21, 2023
- Consultant Selection: July 2023
- Contract Negotiation & Approval: August 2023
- Notice to Proceed: August 2023
- Completed City Hall Site Needs Assessment December 2023
- Presentation to City Council January 2024

The second phase will be completed within nine months of City Council direction to initiate phase two.

V. SCOPE OF SERVICES

There are two phases included in the request for proposals. Proposals must address the two phases independently with scope and pricing. The following list of tasks are to be completed by the consultant:

Phase 1. Facilities Need Assessment

Step One. Existing Conditions. Complete an existing conditions report for the site. The existing conditions report will include an overview of the existing site and structures, a visual assessment of the existing structures, quantitative breakdown of current uses within existing structures and relative floor area, analysis on the functionality of the buildings for the purpose they serve relative to accepted architectural standards for workspaces and community meeting space, qualitative analysis of current site's advantages/disadvantages, and environmental constraints and hazards.

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Step Two. 20-year Projection. Develop projections of future staffing and facility needs utilizing standards for office space and workstations. Identify staffing and space needs projections for the next 20 years. Staffing forecasts shall be based on a number of sources, including new or expanded City programs and functions, projections for housing growth, and the 5-year Capital Improvement Program.

At the time of receiving the Facilities Needs Assessment, the City Council will be asked whether or not to proceed with Phase 2 to complete an Alternatives Analysis.

Phase 2. Goal Setting and Alternatives Analysis

Step Three. Goal Setting. Based on the findings of the Facilities Needs Assessment, work with City Council, members of the public, and staff to identify goals for the City Hall Site. During this step, the consultant should plan to present at one City Council meetings and host a community input meeting.

Community Meeting. The purpose of the community input meeting is to provide the public with the findings of the City Hall Facilities Needs Assessment and gather input from the public on future goals for the City Hall site. Discussion and ideas for goals may be broader than those identified in the Facilities Needs Assessment. Consultant proposal should detail strategy for attendance and community engagement. Consultant will be expected to lead the public outreach effort and produce all necessary displays and presentations.

City Council Meeting. The purpose of the City Council meeting is to identify goals for the City Hall Site. Consultant will summarize the findings of the community outreach as an attachment to the City Council staff report. During the meeting, the consultant will present a broad list of potential goals for the City Hall site and work with the Council to narrow the goals down to direct the alternatives analysis.

Step Four. Alternatives Analysis. Utilizing the needs assessment, City Council goals, and best practices, the consultant will draft an alternatives analysis report. The alternatives analysis report will include at a minimum the following: findings of the City Hall Facilities Needs Assessment, summary of public input from community meeting; council goals for the City Hall site, site description(s); at least three alternatives for the site(s); and a recommendation. The draft alternatives shall problem solve existing issues and guide the City toward the identified goals. Each alternative shall include a written description of the alternative, a conceptual site plan, quantitative data on breakdown of area per proposed use/function, cost estimates, and qualitative analysis of alternative strength and weakness. The deliverable for step four is a

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completed Alternative Analysis Report for publication including a final presentation and recommendation to City Council.

VI. Deliverables

The deliverable for Phase 1 will be a City Hall Facilities Needs Assessment Report and presentation to City Council. The report will include at a minimum the following:

1. Site description including City Hall, Capitola Museum, Police Station, Accessory Structures, and Lower and Upper Pac Cove Parking Lots.
2. Existing conditions report including:
 - a. overview of the existing site and structures,
 - b. a visual assessment of the existing structures,
 - c. quantitative breakdown of current uses within existing structures and relative floor area,
 - d. analysis on the functionality of the buildings for the purpose they serve relative to accepted architectural standards for workspaces and community meeting space,
 - e. qualitative analysis of current site's advantages/disadvantages, and
 - f. environmental constraints and hazards.
3. Projection of 20-year needs related to staffing and facility need. Identify staffing and space needs projections for the next 20 years. Staffing forecasts shall be based on a number of sources, including new or expanded City programs and functions, projections for housing growth, and the 5-year Capital Improvement Program.
4. Summary of Findings.

For the purposes of this RFP, the deliverable for Phase 2 is anticipated to include:

1. A community input meeting,
2. Attendance at two City Council Meetings
3. An Alternatives Analysis Report. The report will include at a minimum the following:
 - a. City Hall site description,
 - b. Findings of the City Hall Facilities Needs Assessment,
 - c. Summary of public input from community meeting;
 - d. Council goals for the City Hall site,
 - e. Three alternatives for the site(s). Each alternative shall include a written description of the proposed alternative, a conceptual site plan, quantitative data on breakdown of area per proposed use/function, and cost estimates.

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- f. Comparative analysis of the three alternatives.
- g. A recommended alternative.

The format for all text documents, tables, charts, and illustrations shall be 8-1/2 x 11" horizontal to compliment publication on the City's website. Document covers for all related documents shall be coordinated so they appear as a "set". All hard copy administrative drafts, drafts, and final documents shall be two-sided, on white or light recycled stock paper.

VII. PROPOSAL REQUIREMENTS

The proposal shall be limited to 20 pages and based on and incorporate all of the provisions identified in this Request for Proposals (RFP). The proposal should be submitted in a format that can readily be incorporated into the City's standard form Professional Services Agreement (Appendix A) including Project Description, Scope of Services, Duties of Consultant, Duties of the City, Fees and Payment, Timing and Schedule for Completion. Generally, the proposal should include the information specified below. The consultant is encouraged to include any additional items deemed desirable or necessary.

Approach and Work Program. The consultant shall describe an overall approach to the project work program for accomplishing the project objectives, specific techniques to be used, and specific administrative and operational management expertise which would be employed.

Assumptions. Proposals should include a list of the consultant's assumptions made in preparation of the proposal on a separate page entitled, "Assumptions Upon Which This Proposal is Based". This section should also specifically set forth those documents, maps, and studies which the consultant expects to be provided by the City.

Exceptions. Any exceptions to the scope of work or Professional Services agreements shall be detailed in the proposal.

Schedule. Proposals should provide a detailed schedule for the completion of services. Timeframes should be stated in terms of the number of calendar days or weeks required to complete the specified tasks using the City's notice to proceed as the start date. The schedule should identify the periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the different documents to be developed, reviewed and adopted. The schedule should include a rough outlined of the community meetings and public hearings to be included in the process.

Costs. Proposals should include Phase 1 and Phase 2 costs estimates based upon the services requested in this RFP to complete each Phase. Each phase shall be bid at a firm, fixed price with the only variable cost being additional community meetings and public hearing beyond those

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outlined in the scope. Additional community meetings and public hearings shall be bid on a per-meeting cost with remote and in-person options.

Proposals should include costs for the completion of each major task in the work program. Each task should clearly identify the consultant team member who will be primarily responsible for completing the task. This section should include billing and expense reimbursement rates. Indicate hourly rates of individuals involved, number of hours for each component, task or product and the fee structure for additional work outside of the contract and optional items. A time and materials rate schedule should also be provided for use in negotiating any Changes in Work required during the course of the contract.

Staffing. The project manager and key personnel, including those of any subcontractor, shall be designated. The person(s) who will attend and facilitate public meetings and presentations should be identified and should be the same persons making any presentations to the Selection Committee. The geographic location of the firm and key personnel shall also be identified. Any proposed sub-consultants shall be listed. Their responsibilities should be included in the proposal, if necessary. There shall be no changes in the project manager, subconsultants or key staff without approval of the City.

Qualifications. Proposals should include consultant's qualifications to perform the work required, and should document previous, similar work by the consultant. Brief resumes of the project manager, key personnel, and subcontractors should be included, as should three references for recent (i.e. last 3 years), comparable work.

Work Sample. One sample of a similar report prepared by the consultant and/or staff assigned to the project shall be provided in an electronic format or as a link to an online document.

Proposal Terms and Conditions. The proposal should include a statement to the effect that the proposal is a firm offer for a minimum 90-day period beginning on the application deadline. The proposal should also include a statement that all work will be performed at a not-to-exceed price.

Proposal as Sole Representation. Firms responding to the RFP must represent themselves solely by the written proposal. The proposal should also contain the name, title, address, and telephone number of the individual with authority to bind the company and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant.

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VIII. GENERAL INFORMATION

Minimum Qualifications.

In order to qualify as responsible, a prospective consultant must, in the opinion of City staff, meet the following standards as they relate to the RFP:

1. Have adequate staff, equipment, technical, and financial resources for performance, or have the ability to obtain such resources that are required for performance, including a demonstrated ability to meet work schedule time frames and deliverables.
2. Have a satisfactory record of performance.
3. Be an Equal Opportunity Employer.

Compliance with Terms and Conditions of the Professional Service Agreement.

The consultant and sub-consultants will be required to comply with all terms and conditions set forth in the City of Capitola Standard Form Professional Services Agreement including all insurance requirements (See Appendix A). Any exceptions from these terms and conditions must be specified in the proposal, and any exception may be a basis for rejection of the proposal from further consideration.

Proposal Revision and Modification. Staff may request that the consultant alter a submitted proposal when deemed necessary and appropriate to clarify that the proposal fully addresses the City's needs. In the event that a consultant agrees to modify the proposal, a change in the cost of the services as set forth in the proposal may be made. Otherwise, the cost stated in the original proposal shall remain effective. Any additional work required beyond the scope of the contract shall be, with prior notification and contract amendments, mutually agreed to by the City and the consultant, and shall be billed on a not-to-exceed estimated time and materials basis to the City. Contract amendments will be made only in unusual circumstances, where clearly justified by the consultant and as determined necessary by the City.

Limitations. All reports and pertinent data or materials will become the property of the City of Capitola.

The consultant will have normal access to the public records and files or local government agencies in preparations of the proposal or documents. No compilation, tabulation, or analysis of data, definition or opinion, etc. shall be anticipated by the consultant from the agencies, unless volunteered by a responsible official of these agencies.

Firms submitting a proposal for this RFP must provide a statement that nothing contained in the submitted proposal will be proprietary. All proposals shall become the property of the City of Capitola once submitted

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A request for proposals does not commit the City to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for services and supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified source, or to cancel in part or in its entirety this request for proposals, if it is in the best interest of the City to do so. The City may require the consultant to participate in negotiations and to submit such price, technical or other revisions of the proposal as may result from negotiations.

Contract with Consultant. The consultant selected will be asked to agree to and enter into the City's Standard Form Professional Services Agreement (See Appendix A). It is unlikely that the City will consent to modifications of the agreement.

Contract Payment. The City will release payment to the consultant in increments based on itemized invoices submitted no more frequently than monthly as the work progresses. Contract payment shall be made on the basis of satisfactory performance by the consultant as determined by the City.

Contract Termination. The City shall have the right to terminate The Professional Services Agreement at any time upon giving ten (10) days written notice to Consultant. Consultant may terminate the Professional Services Agreement upon written notice to City should the City fail to fulfill its duties as set forth in the Agreement. In the event of termination, City shall pay the Consultant for all services performed and accepted under the Professional Services Agreement up to the date of termination.

Conflict of Interest. In the Professional Services Agreement the Consultant shall stipulate that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to the Agreement.

VIII. SELECTION PROCESS

Selection Criteria (in random order)

- Completeness and responsiveness to this RFP;
- Qualifications and previous successful performance of the consultants on similar projects;
- Review of references;
- Local familiarity;
- Public participation experience working with the public;
- Time frame and availability of consultants;
- Contract fee as negotiated and ultimately agreed upon. Price is not the sole basis for selection, but may be considered in the criteria for evaluating proposals

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The top ranked firms will be selected by a Selection Committee. Consultant may be asked to provide individual presentations and be interviewed by the Selection Committee.

The City will negotiate a contract with the most qualified firm with compensation the City determines is fair and reasonable based upon the scope of work. Fee proposal from competing consultants may be used to assist City staff in determining a fair and reasonable compensation.

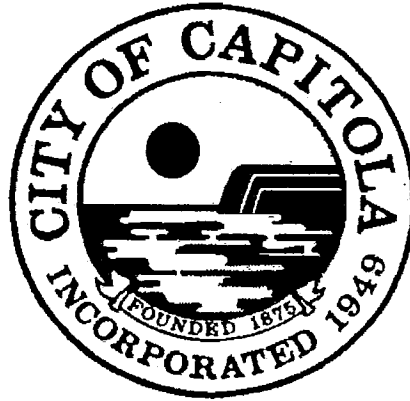
IX. CONTRACTUAL REQUIREMENTS

Final contract approval requires City Council approval for execution by the City Manager. Following the final Selection Committee's recommendation and contract negotiations the contract shall be agendized with the Council and must be approved and executed prior to any work being performed by the consultant. See Attachment 3 for Draft Standard Form Professional Services Agreement.

ATTACHMENTS:

1. 2004 Facilities Masterplan
2. 2010 Capitola City Hall Site Reuse Study
3. Draft Professional Services Agreement

CITY OF CAPITOLA



FACILITIES MASTER PLAN

FY 2005/06

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Americans with Disabilities Act: Each facilities compliance is outlined in Chapter 2.

Chapter 3 Proposed Development Plan

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EXECUTIVE SUMMARY

The Facility Master Plan is the culmination of a planning process involving a City User Group, and surveys of more than 25 employees. This report is not a financial plan, nor does it address expansion on properties not presently owned by the City. Based on the information provided by employees, the plan was broken into Long Term and Short Term solutions given the economic conditions of the City. The following Long Term alternatives were considered for correcting the City's major administrative and maintenance deficiencies:

1. Addressing overcrowding, functional and physical deficiencies of **City Hall**
 - Construct new City Hall on McGregor Lot or Other Location
 - Remodel existing City Hall
 - Expand into the Police Department
 - Remodel Beulah House
2. Insufficient **Corporation Yard** facilities
 - Remodel Existing Corporation Yard
 - Construct new maintenance facilities on McGregor Lot
 - Purchase or lease additional maintenance facilities
3. Overcrowding, functional and physical deficiencies of the **Police Department**
 - Remodel Existing Police Department
 - Move into a remodeled City Hall
 - Construct new facility on McGregor lot
4. Lack of space for **Information Systems**
 - Convert Community Room into Office Space
 - Rehabilitate the Beulah House
 - Move into a remodeled City Hall
5. Functional and physical deficiencies at the **Community Center**.
 - Remodel Community Center
 - Remodel Office Area
 - Build additional Storage
6. Lack of office space for City Council Members
 - Move into a remodeled City Hall
 - Remodel Existing Council Chambers to include additional office space.

There is currently no funding identified to resolve the long term deficiencies. Therefore, for each deficiency identified, a long-term and a short-term solution were identified. For the long term, the strengths and weaknesses of the potential alternatives were evaluated at length, leading to the selection of preferred long term alternative for resolving each deficiency. The short term recommendations were then proposed in recognition of limited City resources that might be employed to implement the long term solution.

CHAPTER 1: INTRODUCTION

This report presents the master development plan for administrative and maintenance facilities for the City of Capitola. The plan proposes new and refurbished structures to meet facility needs for the City for the next 15 years. It is based on an evaluation of current space deficiencies, anticipated space needs, and alternatives for meeting these needs. For each deficiency or projected need, a "preferred alternative" was selected and incorporated into the plan. The plan is intended to be a "working" document and will be used as the basis for decisions regarding facility and site development. Each of the long term solutions has been incorporated into the five year Capital Improvement Plan.

What is the Facility Master Plan (FMP)?

The FMP is intended to guide the long term development of City administrative and maintenance facilities through the Year 2018. The document provides a long-range program for Reconstructing, Replacing, and Refurbishing operation and maintenance facilities, equipment maintenance shops, warehousing and storage, office and customer service buildings administration, development processing and other services. The Master Plan presents a program for meeting space needs for each of these functions. This program includes a combination of new buildings on land owned by the City, renovation and expansion of existing City buildings, and purchasing or leasing of commercial buildings.

Overview of the FMP Process

The FMP was initiated in 2002 and has been developed using a three-step process.

Step One of the FMP, evaluated existing City facility and site conditions and summarized deficiencies. City staff concluded that many of the facilities lacked "functionality"; in other words, they were not ideally configured or designed to carry out their current functions. This is a result of a number of factors, including changing technology, reduced working space due to additional employees since the buildings were originally constructed, and the use of buildings originally designed for other purposes. A number of other deficiencies were observed, including overcrowding and the moderate to poor physical condition of most of the facilities.

The evaluation also addressed specific factors affecting the performance of City facilities. These included security and risk exposure, compliance with the Americans with Disabilities Act (ADA), environmental constraints and hazards.

Step Two of the FMP developed projections of future staffing and facility needs. Standards for offices, workstations, and shop space were developed, along with staffing and space needs projections for the next 15 years.

Staffing forecasts were based on several sources, including new or expanded City programs and functions, potential new regulatory requirements, the 5-year Capital Improvement Program and Art & Cultural Master Plan. The forecasts indicate that administrative staffing levels will increase slightly over the next 15 years, estimating an increase of employees from 74.25 in 2003 to 83.75 in 2019. These projected staffing levels are shown in Table 1 by department. This does not include

hourly or temporary employees.

Table 1: Current (2005) and Projected (2019) Staffing Levels

Department	2005	2019	Percent Change
City Manager	7	8	12%
Public Works	14.33	16	12%
Recreation	3.5	4.5	23%
Community Dev.	3.67	5	27%
Finance	6.25	7	11%
Police	31.75	45	30%
Museum	0.75	0.75	0%
Art & Cultural	0	1	100%
Building	2	2	0%
TOTAL	69.25	89.25	22%
City Council Members	5	5	0%

Given the slow growth forecast for the next 15 years, much of the emphasis of the FMP will be to correct deficiencies that already exist. The needs analysis found that City Hall, Corporation Yard and the Police Department already house more people than can be functionally supported, and maintenance facilities are even more space-deficient, with only one- third of the space needed to carry out their functions available. State building codes determine that 100 sq. ft equals one person per office setting for ingress and egress calculations.

Step Three of the FMP identified a prioritized list of facility deficiencies that the FMP should address in the long-term. These deficiencies were identified through a combination of Staff inspections and City User-Group input. Two types of deficiencies were identified. *Major* deficiencies that affect several work functions, are costly to remediate, and have an implementation time frame in excess of one year. Major deficiencies include space shortages, poor building condition, and severe functional inadequacy. These deficiencies are generally correctable through capital improvements such as new buildings, building additions, and building renovations, and are the subject of the FMP Long-Term solutions. *Minor* deficiencies are less costly to correct and are identified as Short-Term solutions. They include such items as air conditioning repair and painting. Most minor deficiencies are correctable through routine maintenance.

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CHAPTER 2: SUMMARY OF FACILITY NEEDS AND DEVELOPMENT ALTERNATIVES

This section of the report describes the six major deficiencies identified during the Facility Master Plan (FMP) needs assessment. Future space needs derived from staffing projections are also reviewed. Based on this information, alternatives for correcting deficiencies and meeting short term and long term future needs are discussed.

DEFICIENCY 1: CITY HALL - OVERCROWDING, FUNCTIONAL AND PHYSICAL DEFICIENCIES

Current Conditions

City Hall is located at 420 Capitola Avenue and is approximately 10,600 square feet (Police Dept. 3,400, City Administration is 4,140 of which 2,300 usable office space and currently house about 26 (including volunteers) administrative staff.

The building also contains the Council Chambers (1,800 sq. ft), the public lobby, Community Room (650 sq. ft), Public Restrooms, video room, evidence room, and break room. The building was built in 1976 and is generally in good condition. Over the years, a number of improvements have been made including a new HVAC system and re-roofing city hall, new retaining wall and drainage system behind city hall to prevent water intrusion. In 2002, a significant mold problem existed in the Community room, and a minor problem in the administrative offices. A leaky roof and years of neglect resulted in the mold. Many offices have been constructed in what were formerly common areas, and many departments have added personnel without increasing floor space.

Some offices are actually shared by employees, and the size ranges from 36 sq. ft to 120 sq. ft. There is only 1 upstairs bathroom for 13 women, which is not sufficient to meet the needs of City Hall. The break room is only large enough for 5 people. The overcrowding in the building has taxed the electrical system, reduced storage areas, created a noisy work environment for some employees, and made it more difficult to provide optimal levels of customer service.

Everyday, customers have to share the small front counter space to review plans, obtain business licenses or schedule building inspections. This makes it extremely difficult for the receptionist to receive phone calls and for the Building or Community Development Department to review plans with customers.

There is one dedicated meeting room, the Community Room, for all the departments to share and it is open for public usage as well. The Council Chambers is pieced together to make it ADA compliant resulting in a series of ramps to get to the Council dais. The City Hall offices are ADA compliant at this time.

Based on User Input, the information technology data cabling needs to be replaced and certified. Cabling that is not in use needs to be removed to reduce fire hazard. Additional data and voice jacks need to be installed to allow for flexibility in workstation configuration and redundancy in connectivity. Security is also an issue. Some windows do not lock when shut, and there is no

alarm system.

Facility Needs

Total administrative staff, including the City Managers Office, Community Development, Finance, Information Systems, Public Works Administration and Building includes 22 employees, 1 hourly employee, 1 intern and usually 2 volunteers for a total of 26. During the next 20 years, administrative staffing levels are expected to remain relatively constant, so the focus with respect to this deficiency is to resolve the existing space shortfall. Based on the space standards developed by Public Works, the addition of space for: the Information Specialist (350 sq. ft.), staff & volunteers (300sq ft), the restrooms (120sq ft), a meeting room (500sq ft), larger break room (200 sq ft), storage room (500 sq. ft.) and lobby (150), approximately 2,120 square feet of additional floor space is needed

Immediate needs. The existing flat roof does not drain well and creates a large standing pool of water over the offices below. The extra weight of the pooled water and the potential for structural failure would suggest looking for a solution to this pooling. Either a false-ridged roof or some type of sump pump arrangement might work. The electrical system needs to be upgraded and capacity increased.

Alternatives for Addressing Existing Facility Space Shortfall

LONG TERM: Three alternatives for resolving the space shortfall, deficient technology and security issues have been developed and described below.

□ *Remodel Existing City Hall*

The existing City Hall (10,600) site could be remodeled/reconstructed to accommodate the existing space shortfall, deficient technology and security issues. As part of the remodel, the Police Department, Information Systems facility and Council Chambers would be included. An additional 4,120 sq ft is needed based on the following:

1. Administration; 2,120 based on 100 sq. ft per person, plus increased storage, break room, bathrooms, upstairs reception area, and additional meeting rooms as described above.
2. Council Chambers: Increased office space for Council members of 300 sq. ft
3. Police Dept: See detailed analysis for deficiency #3, 1,700 sq. ft.

A complete renovation and upgrade of the site would be needed. In order to accomplish this, employees would have to be moved to temporary facilities located in the Pacific Cove Parking lot. This would create parking shortfalls in the summer. **Estimated Cost, \$2.94 million dollars at \$200/square foot.**

□ *Reconstruct Beulah House*

The Beulah House is located at 504 Beulah St. and is 1,400 Square Feet. This dilapidated house was part of the Pacific Cove Mobile Home Park purchase in the 1980's. It is currently used for storage, but previously housed the Parking Control Officers and the Information Systems Specialist until 2003 when it was determined to be inhabitable. If this facility was reconstructed, it would ease the burden on City Hall, create additional storage and meeting

space. This option could be in conjunction with a smaller remodel of the existing City Hall. Estimated remodel cost at \$200/sq ft. is \$280,000.

□ *Sell City Hall and Purchase/Build a new Facility*

The City Council could sell the existing facility and either purchase land and build a new facility or purchase an existing building to be remodeled (all in Capitola). It is estimated that the existing facility could be sold for approximately \$2 to 5 million, and the purchase of vacant property could be anywhere from \$800 thousand to \$2.5 million, and the construction of a new facility at \$200/sq ft for a 14,000 -16,000 sq. ft. building is \$3.2 million, for a total estimated cost of \$5.7 million dollars.

□ *Construct new City Hall on McGregor.* This option can only be considered if we can:

1. eliminate the shuttle operation
2. secure a long term lease for another lot (not very likely)
3. include 100 parking spaces in the design As detailed above 14,000 to 16,000 sq. ft

The City owns a 4.5 acre lot, but only 1.5 acres is buildable located on McGregor Drive, Capitola. This lot was used for shuttle bus operations and is part of a complex agreement for parking in the Village with the Coastal Commission. If that lot were to be removed from the agreement, this would allow for a 15,000 – 20,000 square foot building to be constructed with plenty of employee and visitor parking. The current zoning and size would allow for this to occur. Meeting and storage space would be created and easy freeway access. This would also include the Police Department and the Information Systems employee. The estimated cost to do so would be \$200/square foot for a 20,000 sq. ft. building for a total cost of \$4.0 million.

Long – Term Recommendation

The long term recommendation is to remodel the existing City Hall due to the feasibility of the estimated cost is \$2.94 million dollars. This would also include the Police Department, Information Systems and Council Chambers remodel.

Short – Term Solution:

1. Install secure locks on all windows and an alarm system in City Hall
2. Review floor space plan for possible reconfiguration.
3. Rent additional office space off-site
4. Stop providing space for consultants
5. Convert the Community room into office and meeting space

DEFICIENCY 2: CORPORATION YARD FACILITIES: INSUFFICIENT SPACE

Maintenance facilities have been identified as another deficient location. Existing facilities are undersized and lack many of the features necessary to provide optimal levels of service.

Current Conditions

The Corporation Yard is located at 430 Kennedy Drive.

Facilities include:

- A 4,600 square foot maintenance building including 780 sf. for administrative offices, lunch/ crew rooms, and lockers
- There is an additional 500 square feet provided by 3 additional permanent and non-permanent structures, including trailers, sheds, and storage containers
- The size of the lot is 4 acres, of which 2.5 is usable, and the remainder is a riparian habitat.

The Corporation Yard was built in 1973 and is in moderate condition. However, the Corporation yard is small and is not readily adaptable to current or projected needs. The Corporation yard also includes a storage yard, a spoils area, and paved work areas for various outdoor repair and maintenance activities. There is not adequate parking for employees, no break room, and not enough office space. There are 13 employees and 2 restrooms. The locker room was recently remodeled to include a women's locker room, and update the men's.

The existing building environment is not suited for information technology assets. The amount of dust in the break room/ office room has caused at least one computer to fail. The data cabling needs to be replaced and expanded to include all the work areas. Old cable needs to be removed to reduce fire hazard

The roof over the equipment bays is brittle, has bubbles, and leaks in four areas. The roof cannot be patched because foot traffic creates more leaks. During periods of heavy rain the roof in the Parks Supervisors office will leak and water also enters the locker area. The main room serves as a lobby, kitchen area, break room, and meeting room. The bathroom and locker areas are too small for staff needs and do not meet ADA standards. Privacy is also a concern because the bathroom and lockers are right off the main room. Storage space is limited and could be expanded. The storage yard is at capacity, and the Public Works Director recommends an increase of approximately 50%.

Facility Needs

Only 780 square feet of enclosed floor space exists at the present time. Leaving a space shortfall in excess of 600 square feet, which would include 2 restrooms and a locker room. Most of this space is needed to correct existing deficiencies rather than to accommodate future staffing increases, making it particularly important to address these needs immediately rather than in ten or fifteen years. The storage yard is recommended to be increased by approximately 50% as it is currently at capacity.

Long – Term Alternatives for Addressing Projected Facility Needs

Three alternatives were developed for meeting current and future maintenance facility needs. These are described below:

- *Remodel/Rebuild New Maintenance Facility at existing site*
A new or remodeled building would address the identified deficiencies. Remodel existing 780 sq. ft, plus an additional 600 equals 1,380 sq. ft, Cost \$276,000 at \$200/sq. ft.
- *Construct New Maintenance Facility at a new site – McGregor Lot*
This option can only be considered if, and only if, we can:
 1. Eliminate the shuttle operation
 2. Secure a long term lease for another lot (not very likely)
 3. Include 100 parking spaces in the design.

Under this option, the City would address its Corporation space deficiencies and projected needs. The new maintenance facility would include approximately 5,200 square feet which would include both enclosed floor space for office and maintenance functions and would cost at \$200/sq ft. an estimated \$1.2 million.

This alternative would enhance the City's ability to provide maintenance services Due to increased work space, more restrooms and office space, functional showers and improved employee moral The City would improve the performance, appearance, and functionality of facilities throughout the service area. If this option were selected, the new maintenance facilities would be constructed at the City Owned McGregor Lot. The building would be commensurately larger.

The area around the building(s) would be developed for parking, storage, and various operations. The buildable area is approximately 1.5 acres and is generally rectangular in shape, see attached map.

- *Purchase or Lease Maintenance Facility*
The third alternative would be to purchase or lease the required Corporation Yard facilities rather than to construct new facilities. Under this alternative, the City would identify suitable "off-site" space in the general vicinity of the existing Yard. There are a limited number of Business and Light Industrial Parks in the vicinity of the Corporation Yard with space available for lease or sale. The minimum lot size needed to be accommodated by a lease is 5,200 sf.

Should such space be available, it would cost an estimated \$0.99 per square foot per month to lease, which equates to approximately \$5,148 a month and \$61,776 annually.

The decision to lease or buy would be based on a number of factors, such as the desire for flexibility, the amenities and location of the property, and the relative costs involved. Leasing would be appropriate if the City desired to maximize its long-range flexibility and minimize the initial capital investment. Purchase would be appropriate if the price was attractive and the facility offered amenities. However, based on the high cost of real estate in Santa Cruz County, it is likely that the purchase of a new site and construction of the required buildings would be more expensive than building a facility on City-owned property.

Leasing offers the advantage of relatively low initial capital outlays and greater flexibility to

respond to changes in staffing and service delivery.

While providing more limited flexibility than leasing, purchasing buildings and a new site would enable the City to invest in properties and would avoid the time delays involved with designing and constructing new facilities. However, there are limited suitable sites available to lease or to purchase. When such sites do become available they tend to be leased or purchased quickly and it may be infeasible for the City to react fast enough to secure them.

Long – Term Recommendation:

Based on an evaluation of the strengths and weaknesses of each alternative by the users group, the recommended alternative for resolving the Corporation Yard deficiency - Insufficient Maintenance Facilities -is to remodel or rebuild the existing site.

Short – Term Recommendation:

1. Stop using the Corp yard for city-wide storage for such things as desks, partitions, cars and other furniture because there is not enough storage space. Instead non-construction items should be stored potentially in a warehouse or disposed of as surplus property in a timely fashion.
2. Could possibly remove a service bay and expand offices and a locker room.
3. Rent or purchase 2 to 3 cargo storage containers and place them at the McGregor lot to store construction materials, equipment etc... at a one time cost of approximately \$1,000 to \$4,000.

DEFICIENCY 3: POLICE DEPARTMENT: OVERCROWDING AND FUNCTIONAL AND PHYSICAL DEFICIENCIES

This deficiency is related to Deficiency 1 (Lack of space in City Hall).

Current Conditions

The Police Department is located at 422 Capitola Avenue. It is an extension of City Hall.

Facilities on the site include a 3,400 square foot operations building containing offices, rest rooms, interrogation room, lobby, storage and a locker room. The building is in poor physical condition and is not well laid out. This facility also experienced a mold problem due to a leaky roof and years of neglect. As more women have been hired to be police officers, a women's locker room has been created out of the existing men's locker room, thereby creating a much smaller the men's locker room.

The current data and voice cabling needs to be replaced and certified. Addition voice and data jacks need to be installed to accommodate current number of computers and work areas. The unused cabling needs to be removed to reduce fire hazard.

Facility Needs

There is no break room, storage facilities, or interrogation room, and there needs to be more office space based on survey input from Police Department employees, (surveys attached). There is no

holding area for prisoners and the property room is too small. The existing parking lot for police vehicles is in front of City hall, which is not secured, nor is there enough for all the police vehicles. There is no secure storage for weapons and ammunition. The building does not completely meet the ADA standards.

Parking Enforcement Officers were located in Beulah House until it was determined that the building was uninhabitable and was not ADA compliant. They are now located in a leased office space at 411 Capitola Avenue with the Information Systems employee. There are no plans to improve this site as it is not owned by the City.

Alternatives for Addressing Existing Facility Needs

Three alternatives for meeting existing and projected needs were examined and are identified below:

- *Refurbish and Expand Existing Facilities (included in the Remodel or Sale of City Hall)*
This alternative would include some combination of demolition, renovation, and new construction along with City Hall. The Police Building would probably be replaced with a modern building more suited to administrative functions. The locker rooms would be refurbished and expanded, a break room and interrogation room and more office space. During the construction phase, temporary buildings would be needed for displaced operations. It would cost an estimated \$1.0 million to refurbish the existing 3,400 and add an additional 1,700 square feet of facilities. Moving into temporary facilities would add to these costs. This alternative would be more disruptive but somewhat less expensive than building all new facilities, as it would make use of those buildings which are salvageable.
- *Purchase or Lease New Space*
Under this alternative, the City would relocate the entire Police Department to space that is leased or purchased elsewhere in the City. The decision to lease or buy space would depend on the need for long-term flexibility, the cost and amenities of the space, and similar factors. If suitable property was to become available, it would cost an estimated \$1.25 sq. ft or \$76,500 annually to lease 5,100 square feet of facilities.

Currently, the 3 Parking Enforcement Officers are located in a leased office space across from the Police Department.

- *Construct New Facility at McGregor Lot*
This option can only be considered if we can:
 1. eliminate the shuttle operation
 2. Secure a long term lease for another lot such as the cross roads.
 3. Include 100 parking spaces in the design.

This alternative would be to construct replacement facilities at the McGregor Lot site at an estimated cost of \$1.0 million dollars (Police only). This could also tie into the proposal to move City Hall to the McGregor lot (\$4.0 million / 20,000 sq. ft. The new facilities would include approximately 5,100 square feet of floor space. There is adequate land available at the McGregor Lot site to build the replacement facilities.

Recommendation:

Long-Term: Based on an evaluation of the strengths and weaknesses of each alternative by the users group, the recommended alternative for resolving this item is to refurbish and expand the existing facility based on the feasibility of the estimated cost of \$1.0 million.

Short Term:

1. Currently remodeling the locker room
2. Rent offsite storage to free up space for personnel or a prisoner holding area.

DEFICIENCY 4: INFORMATION SYSTEMS: LACK OF SPACE

Current Conditions This deficiency is related to Deficiency 1 (Lack of space in City Hall).

Information Systems is part of the City Managers Department and consists of just one employee. Until 2002, this employee was located at Beulah House. This building is in deplorable condition and is uninhabitable. The City then leased an office space located at 411 Capitola Avenue, across the street from City Hall. The space is 900 square feet and costs \$1,500 a month to rent.

The current Information systems space has its positives and negatives. Among its positives are the proximity to City Hall and the Police Department, the fact that it does not share a key with other City of Capitola facilities and the Police Department controls the access to the facility. Among the negatives is the speed of the connection to the primary data center, the number of people who have access to the facility, including the public.

Facility Needs

Secure location with sufficient storage for equipment and software of approximately 350 sq. ft... Location needs to be keyed separately from other doors and should not be accessible by the general public or other users as the current 411 Capitola Ave is.

Alternatives for Addressing Facility Needs.

- Any remodel or construction of a new City Hall would include space for the Information Specialist of approximately 350 square feet.
- Remodel Beulah House to include space for Information Systems, total cost \$280,000.

Long –Term Recommendation:

1. Remodel City Hall
2. Remodel Beulah House and include conference rooms, storage and space for the Parking Enforcement Officers including a locker room for both men and women.

Short –Term Recommendation:

Leave Information Systems at 411 Capitola Ave. as it is secure and allows space for the Parking Enforcement Officers and a conference area.

DEFICIENCY 5: COMMUNITY CENTER: LACK OF ROOMS FOR CLASSES, STORAGE AND EMPLOYEE SPACE

Current Conditions

The Community Center located at 4400 Jade Street, Capitola is where the Recreation Department is housed. The building is 5,400 square feet and is in moderate condition. This facility is used year-round for recreation programs and Meals on Wheels, and in the summer by Camp Capitola. It is also available for City of Capitola and Soquel Elementary School District use and for rental by the community. There is one full-time employee and 5 part-time employees year-round. Approximately 10 part-time Camp Capitola employees also use the building in the summer, in addition to the class instructors and sports staff that use or access the building year-round.

The property which the community center is located is leased from the Soquel Elementary District. The City owns the actual building, and leases the space from the District.

The biggest problem with the Community Center is that it was designed as a large rental facility, with room for 1-3 staff to manage rentals, rather than as a facility to house 3 recreation classes. Over 300 classes are offered in the facility each year. More would be offered, but the space can only accommodate 3 classes at a time, divided by a sliding curtain that is not soundproof. When students are in one class, students next door can clearly hear the instructor and the participants which disrupt the classes.

There are 2 front office areas shared by the Recreation Supervisor, Class Coordinator, and 2-3 Recreation Assistants. The Sports Coordinator and Camp Capitola Coordinator work in the room that was originally designed as storage and utility room (phone circuitry, PG&E meters, circuit breakers, and timers are exposed, the file server is unenclosed, and the Xerox machine is in the room). The other 2 storage areas in the building are completely filled with supplies for classes, and the staff has to move tables and chairs from one room to another throughout the day to accommodate classes. Tables, chairs, and gymnastics equipment often have to be stored in a corner of a room while a class is in session, which could create a safety hazard.

The Center has had improvements to make it ADA accessible, but the front counter area has not been changed. The counter is 45½ inches high, making it very awkward for someone in a wheelchair who has a question or wants to register for a class.

There is a problem with the way the heating system was set up, and the building, particularly the side of the building towards the soccer field, is always cold. There is no break room for the employees, and no employee restroom. The existing public restrooms doors and hardware are rusted, broken and corroded, grout is decomposing and there is no airflow system. One of the stoves and the freezer are broken. The lighting outside the building and in the parking areas and the park is insufficient. There is termite damage to the building and the building needs repainting.

Facility Needs

- More classroom space.
- More storage space.
- ADA-accessible front counter area and drinking fountains
- Improve heating system.

- Repair or remove stove and freezer.
- The voice and data infrastructure need to be secured from public access.

Alternatives for Addressing Projected Facility Needs

Two alternatives for resolving the space shortfall have been developed and described below.

□ *Remodel Existing Facility*

The existing Community Center site could be remodeled/reconstructed to accommodate the existing space shortfall. This would need to be coordinated with recreation programming, to create as little interruption in the schedule of classes as possible, as there are limited resources for moving those classes to other facilities for an extended period of time. Estimated Cost at \$200/sq ft., \$1.08 million. The City does not own the land in which the facility is located, it belongs to the school district. It is likely a new lease would need to be negotiated, a difficult endeavor currently.

□ *Purchase a parcel of land on which to construct a new recreation facility.*

Since there is not a parcel of land currently owned by the City which would accommodate this option, it would require some investigation and probably the passing of a bond measure to raise the funds. The estimated cost to do so would be \$250/sq. ft., and ideal building size would be 8,100 square feet, for an estimated cost of \$2.25 million dollars. A smaller facility may be able to be built on Monterey Park which is currently owned by the City.

Recommendation:

Long Term: Expand the existing facility to accommodate more employees, additional bathrooms/break room, and additional space for recreation programs. Based on a recent court decision, it does not seem likely that the City will be able to acquire this property, therefore the City would be taking a risk in expanding the facility. Possible second alternative is to relocate to Monterey Park

Short Term:

1. Rent storage space so employees have more space.
2. Repair bathrooms
3. Repair the heating and cooling system
4. Repair the kitchen or eliminate meals on wheels.
5. Paint the exterior.
6. Replace front counter to be ADA compliant

DEFICIENCY 6: CITY COUNCIL CHAMBERS: LACK OF ROOMS FOR COUNCIL MEMBERS/TREASURER

Current Conditions: This deficiency is related to Deficiency 1 (Lack of space in City Hall).

The City Council Chambers are located in the bottom half of City Hall. The chambers are approximately 1,800 sq. ft. Council members currently are allotted a desk at 411 Capitola Ave.

which the City leases for the parking enforcement officers.

The Council Chambers seats approximately 108 people including staff and elected officials. Over the years the room has been pieced together to become a series of ramps, wires and cabling. It is not completely ADA accessible. The room needs to be remodeled in the very least to remove all the surface cables and wiring from the floor and walls which is currently a safety hazard. The seating in the chamber and the carpets all need to be replaced. There is no meeting or office space for the Council Members or the Treasurer. Particularly useful would be additional meeting space for closed session which currently meets in the City Managers office.

Facility Needs

Immediate needs include the repairs to the building as outlined in deficiency #1 City Hall. The chamber carpets, lighting, cabling, wiring all need to be replaced. Additional office space and meeting space is also needed. The chambers are not secured with an alarm system, all computer equipment is not contained in a locked cabinet and the electronic system is large and cumbersome and sits next to the City Clerk which creates a safety issue. The media room where the cable technician sits to film the meetings is only big enough for one person and is not ADA compliant and needs to be larger as well as technically upgraded.

Alternatives for Addressing Existing Facility Space Shortfall

LONG TERM:

The existing City Hall (10,600 sf) site could be remodeled/reconstructed to accommodate the existing space shortfall, deficient technology and security issues. As part of the remodel, the Police Department, Information Systems facility and Council Chambers would be included. An additional 4,120 sq ft is needed based on the following:

1. Administration; 2,120 based on 100 sq. ft per person, plus increased storage, break room, bathrooms, upstairs reception area, and additional meeting rooms as described above.
2. Council Chambers: Increased office space for Council members of 300 sq. ft
3. Police Dept: See detailed analysis for deficiency #3, 1,700 sq. ft.

A complete renovation and upgrade of the site would be needed. In order to accomplish this, employees would have to be moved to temporary facilities located in the Pacific Cove Parking lot. This would create parking shortfalls in the summer. **Estimated Cost, \$2.94 million dollars at \$200/square foot.**

SHORT TERM:

- Continue renting 411 Capitola Ave. for office space.

CHAPTER 3. PROPOSED DEVELOPMENT PLAN

The recommended alternative for satisfying each deficiency has been included in a proposed Development Plan.

Even though most of the five deficiencies addressed by the FMP are existing deficiencies that

should be resolved in the near-term, there are no funds available to fund the Development Plan. Rather, the recommendations have been broken into Short Term and Long Term Solutions.

SUMMARY OF SHORT TERM SOLUTIONS

Facility	SHORT TERM DESCRIPTION	COST
City Hall	1. Install secure locks on all windows and an alarm system in City Hall	\$1,000
	2. Review floor space plan for possible reconfiguration.	\$500
	3. Rent additional office space off-site	\$18,000
	4. Stop providing space for consultants	
	5. Convert the Community room into office and meeting space	\$2,000
	6. Continue renting 411 Capitola Ave	\$18,000
Police Department	1. Rent offsite storage to free up space for personnel or a prisoner holding area	\$2,500
Corporation Yard	1. Stop using the Corp yard for city-wide storage	
	2. Could possibly remove a service bay and expand offices and a locker room	\$50,000
	3. Rent or purchase cargo storage containers and place them at the McGregor lot	\$4,000
Information Sys.	Leave Information Systems at 411 Capitola Ave. as it is secure and allows space for the Parking Enforcement Officers and a conference area.	\$18,000
Community Center	1. Rent storage space so employees have more space.	\$2,400
	2. Repair bathrooms	\$10,000
	3. Repair the heating and cooling system	\$10,000
	4. Repair the kitchen or eliminate meals on wheels.	\$20,000
	5. Paint the exterior.	\$15,000
	6. Replace front counter to be ADA compliant	\$3,000

SUMMARY OF LONG TERM SOLUTIONS

Facility	LONG TERM DESCRIPTION	COST
City Hall	Remodel City Hall including the Police Department Information Systems and Council Chambers	\$2.94 Million
Police Department	Remodel just the Police Dept.	\$1.02 Million
Corporation Yard	Remodel existing Corporation Yard	\$276,000
Information Sys.	Remodel Just Beulah House	\$280,000
Community Center	Remodel Community Center	\$1.08 Million

CHAPTER 4. NEXT STEPS

This report will be incorporated into the Capital Improvement Plan. Planning for funding Short Term solutions would begin as funding becomes available.

For the Long Term solutions, if funding should become available, a User Group representing the future tenants of those facilities will be assembled to provide input concerning what functions should be housed in the facilities and where those functions should be located within each facility; to assist in the refinement of site layout options; and to provide input into the design requirements for the facilities.

Once the resources are available and with Council approval the facilities will be designed, either through the traditional method of hiring a consulting firm to prepare the drawings and specifications for the new facilities (after which bids would be solicited for the construction of the facilities), or by awarding a design/build contract(s), wherein a single contract would be awarded for both the design and construction of a facility.

Attachments:

1. McGregor Lot
2. Surveys

CAPITOLA CITY HALL SITE REUSE STUDY

JANUARY 28, 2010

Prepared for
City of Capitola

This report was prepared using funds provided by the
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EXPLORATION OF CAPITOLA CITY HALL SITE USES

1. INTRODUCTION

1.1 SITE DESCRIPTION

This Study explores potential re-use options for the Capitola City Hall site and the adjacent Pacific Cove Parking Lot. The City Hall site is 40,500 square feet (or just under one acre) and is currently occupied by the City's administrative offices, City Council Chambers, a Community Room, the Capitola Historic Museum, 28 parking spaces, and the Police Department. The Pacific Cove Parking Lot is approximately 70,000 square feet (or 1.5 acres), and has 234 public parking spaces. The two sites together comprise 2 ½ acres, owned by the City of Capitola, currently occupied by public uses near the heart of Capitola Village.

The goal of this Study is to examine possible alternative uses for the two combined sites to best utilize their strategic location near the Village, taking into account the City's economic development goals and other community priorities. This Study also examines issues surrounding the options for moving City civic functions to another site or rebuilding them at the current City Hall site as part of an overall site redevelopment.

Please note that this Study, funded by the Community Development Block Grant (CDBG) Economic Development Program, is limited to a review of the City Hall/Pacific Cove Parking Lot sites, and does not include options for the adjacent city-owned Pacific Cove Mobile Home Park site.

This Study addresses a number of issues regarding the City Hall site and Pacific Cove Municipal Parking Lot, as outlined below.

1.2 STRATEGIC LOCATION NEAR VILLAGE

The combined City Hall and Pacific Cove Parking Lot site is in a vital strategic location adjacent to Capitola Village, and has the potential to offer important economic revitalization to current Village businesses and uses.

Thousands of visitors come to Capitola Village every year from all over the country and the world, and Capitola has been named one of *Sunset Magazine's* top five small ocean towns in the nation. This means high seasonal levels of traffic and parking shortages, but does not always translate into vibrant economic activity. In fact, in recent years Village businesses have seen their real-dollar sales decrease, sometimes dramatically.

The seasonal nature of beach retail is a hardship for many of businesses. And while vacancy rates in the Village have remained low, businesses have turned over at a relatively high rate in recent years. Although the Village remains a significant tourism destination, its retail stores have underperformed. In particular, patronage by Santa Cruz area residents, which could address the seasonal nature of Village retail, remains an untapped market. The shortage of parking convenient

to the Village area and the limited availability of visitor lodging accommodations are key concerns that need to be addresses as a part of any economic development plan for the area.

1.3 UNDERUTILIZED CITY HALL AND PACIFIC COVE PARKING LOT SITE

The City's 2005 Economic Development Strategic Plan identified the current City Hall site as underutilized. The 40,500 square feet site is occupied by a two-story structure of 10,500 square feet, plus 900 square feet for the museum and historic cottage, which creates a building footprint that occupies about one-quarter of the usable property. A significant portion of the City Hall site is currently used to provide 28 surface parking spaces in front of the building. These parking spaces are used mainly for City Hall-related activities and parking for the Police Department.

The Pacific Cove Parking Lot site provides 234 surface parking spaces. A more efficient use of the site could include a parking structure with a greater number of spaces and improved accessibility and connection to the Village area.

1.4 POTENTIAL FOR VILLAGE GATEWAY

At present the current City Hall site does not provide a clear sense of entry or connection to the Village from Capitola Avenue, and accessing the Village from the Pacific Cove Parking Lot does not provide a comfortable pedestrian pathway. New buildings, reconfiguration of the parking lot, and potentially new uses on the City Hall site could help establish a gateway, providing a sense of clear arrival in the Village, and using design and pedestrian elements to connect the parking area more distinctively with the Village. New development has the potential to offer synergy with existing businesses, and provide new customers as well as increasing the number of employees working in the area.

1.5 VILLAGE PARKING SHORTFALL

The Pacific Cove parking lot provides parking for City Hall visitors and provides the largest parking area serving the Village, however it still falls short of providing the spaces that the Village needs.

The 2008 Capitola Village Parking Study identified a minimum shortfall of 176 parking spaces needed to adequately serve current uses. In addition, any new development in the Village (such as the proposed new hotel at the Capitola Theatre site), must address how it will provide parking to serve the new development while maintaining or improving the Village's existing pedestrian orientation and design. Addressing the existing parking shortfall and providing parking for new development is critical to improving the economic outlook of Capitola Village. A reconfiguration of the Pacific Cove Parking Lot could be developed to accommodate these needs.

1.6 CITY'S FIRST RESPONDERS IN FLOODWAY

Another critical issue facing the City is that the City's first responders are currently located in the floodway. This includes the City's Police Department, and the independent Central Fire District Capitola Station. In the case of a flood emergency, Capitola as a coastal town may not be able to

respond at full capacity. Any reconfiguration of the current City Hall/Pacific Cove Parking Lot site would require that the City's Police Department and City Hall offices be either moved to a different site, or raised up on the City Hall site out of the floodway, or moved to the higher Pacific Cove Parking Lot portion of the site.

2. POTENTIAL REDEVELOPMENT PHYSICAL CONFIGURATIONS

There are a variety of physical configurations that could be considered for the City Hall and Pacific Cove Parking Lot site:

2.1 NEW MULTI-STORY BUILDING AT CURRENT CITY HALL SITE

The City Hall site could be reconfigured with a new two to three story building, designed to stay within the current Village urban scale. This new configuration could potentially create 30,000 to 60,000 square feet of usable space. The space could be allocated for retail, restaurant, office and/or hotel. The building frontage could be scaled back to accommodate additional public space or gateway elements incorporated into the site plan. A well-designed space could provide an important linkage with the rest of Capitola Village.

2.2 PARKING STRUCTURE AT CURRENT PACIFIC COVE PARKING LOT

As noted above, the Capitola Village Parking Study determined that a minimum of 176 spaces are required to meet existing needs. The Study also noted that in order to address heavy Village traffic congestion on peak tourist days, traffic engineering standards recommend that that parking supply be designed to be 85 percent occupied at peak parking demand, so that cars do not circle Village streets looking for parking. This would require a high of 390 spaces to adequately meet existing Village demand.

In addition, parking requirements for any new development at the City Hall site, plus development in the Village such as on the Esplanade or a Hotel at the Capitola Theatre site, should also be considered when designing a new structure. The City's Parking and Traffic Commission recently concluded that with potential new development in the Village, a future parking structure at the current Pacific Cove lot should provide at least 560 and as high as 1034 spaces, including replacing the existing surface 234 parking at Pacific Cove and the 28 spaces in front of City Hall. Please see the table below for a breakdown of the Commission's estimate.

**TABLE 1
ESTIMATE OF FUTURE PARKING DEMAND**

Parking Area	Low	High
Replace Spaces at Pacific Cove & City Hall Pacific Cove=234 and City Hall=28	262	262
Existing Deficit (Village Parking Study)	176	390
Village Hotel (Capitola Theatre site)	60	120
Esplanade Walk (replace existing street spaces)	0	100
Valet Parking	0	50
Other Development (estimate)	50	100
Total	548	1,022

Source: City of Capitola Traffic and Parking Commission, 11/24/09 presentation to City Council

A multi-level parking structure that is designed to be above and below grade could meet these requirements, and could be essentially hidden from public view. The structure could be built at the Capitola Avenue grade level, with at least two stories below the current grade of the Pacific Cove surface lot. Depending upon the redevelopment configuration, a three-level parking structure could provide 670 to 690 parking spaces, while a four-level below-grade structure could have 900 to 920 spaces.

2.3 ADDITIONAL BUILDING OVER NEW PARKING STRUCTURE

The top of parking structures can provide a surface for buildable area. A new parking structure at the current Pacific Cove Parking Lot site could potentially have one or two additional stories, each of which could provide an additional 30,000 to 35,000 square feet of development space.

The air space over the parking structure could be used for civic functions, freeing up space on the current City Hall site for other uses, or sold or leased to a developer. The revenue generated by a sale or lease of the space above a parking structure could be used to help pay for other site improvements or buildings that would be constructed as part of the project. Alternatively, if some civic functions were located above a parking structure, it may increase the amount of space on the current City Hall site which could be devoted to revenue-producing uses.

Regardless of which option is considered, there are challenges associated with any development on the top of a parking garage, which should be carefully considered. For example, any development above a parking garage could increase construction cost for the parking garage, any use above a parking garage could generate potential long term operation and maintenance conflicts, and finally construction, above a parking structure could create issues with building height.

Infrastructure Considerations

The site is connected to the utility infrastructure needed to support the viable alternative uses for the site. A potential issue for reusing the site would be the water consumption for a hotel. The Soquel Creek Water District has limitations on the amount of new water usage that can be hooked up, and likely would require implementation of conservation measures elsewhere.

3. ALTERNATIVE USES FOR RECONFIGURED CITY HALL AND PACIFIC COVE PARKING LOT

3.1 HOTEL USES

Historically, Capitola has been an undersupplied lodging location. While the current regional market conditions have shown a widespread decline in lodging throughout the Monterey Bay area, the historical market trend has shown a continual rise in room rate revenues and occupancy rates consistently above 60 percent.

Capitola Village is a world famous visitor destination, yet the lodging options for the beach area remain very limited. Attracting a hotel development to the area represents an essential part of enhancing the Village as a viable visitor destination. Visitor accommodations are directly tied to the viability of other visitor-related retail industries and helps transition the visitor population from strictly day visitors to longer-stay visitors and off-season visitors. In conjunction with a hotel development, the front of the site could be used as space for a lobby area or meeting space. Such a hotel development could also potentially include conference facilities, which is another underserved market in Santa Cruz County. Combined hotel and conference facilities could profoundly revitalize Capitola Village.

A parking structure constructed at the Pacific Cove parking Lot site could be combined with a hotel development occupying one or two stories above the structure. Building on top of the parking structure would yield about 35,000 square feet of usable area (about 40 to 50 rooms) per story for a hotel development. Alternatively, it is possible that a master plan for the City Hall site could be developed which creates a footprint for a smaller hotel fronting on Capitola Avenue.

3.2 COMMERCIAL/RETAIL USES COMPATIBLE WITH EXISTING VILLAGE BUSINESSES

The mix of businesses in Capitola Village largely consists of eating places and specialty retail stores that primarily serve the visitor market. In addition, the spaces that these existing businesses use are largely small-scale with the frontages directly up to the sidewalk. Private businesses potentially brought to the City Hall site could serve to complement the existing uses, and not include large-format retail stores. The space could also be used for restaurants. The first-floor building frontage could provide space for about 8,500 to 11,000 square feet of commercial space. This would be enough space for at least four new retail/commercial stores at the ground level. Additional floors above can also accommodate commercial space. The space is also large enough to include entertainment uses.

4. OPTIONS FOR LOCATION OF CITY HALL FUNCTIONS

A fundamental issue in deciding how to reuse the City Hall site is whether or not the City Hall functions will remain at the site or move to a different location. There is also the issue of how to best move first responders out of the floodway.

The existing City Hall building is 10,500 square feet, and houses the City administrative functions, Police Department, and the City Council chambers. The City Museum and Historic Cottage occupy an additional 900 square feet. The City's Master Facilities Plan estimates that an additional 3,000 square feet are required in order to accommodate the space needs of the Police Department and Information Systems, for a total required to replace existing uses at the site of 14,400 square feet.

The City’s recreation programs are operated out of the Jade St. Community Center. In addition, other special districts operate facilities within the City but outside of the City Hall site, such as the Central Fire District’s Capitola Station and the Capitola Library. The City is currently exploring options for a new 7,000 to 9,000 square feet public library, and is actively considering possible sites. If a new library was built as part of an upgraded Civic Center, then a total of 21,400 to 23,400 square feet would be required.

The Central Fire District, which currently operates the Capitola Fire Station across the street from City Hall, is also currently considering a new location outside of the floodway. A new Fire House would require 6,700 square feet, according to the Fire Chief, but would have to be carefully located in terms of fire truck access.

4.1 REUSE EXISTING SITE FOR AN UPGRADED CIVIC CENTER

As noted above, a new 2 ½ story building on the existing City Hall site could be approximately 30,000-60,000 square feet. This would provide enough space to accommodate the existing City Hall functions, a public library, and also other commercial/retail uses that generate revenue. Given the site’s size and the existing scale of the Village, a new facility could vastly improve the character of the Capitola Avenue entryway to the Village, and at the same time create a permanent home for the City’s important civic functions. The site could accommodate a new Library as well as a redesigned Museum that could incorporate the historic cottage and bathhouses. The City’s Police Department and City Hall offices could be located on upper floors, with secondary access onto Bay/Park avenues, out of the floodway.

If City Hall stays at the existing site, then the overall project cost of a new City Hall would likely be reduced because the City would not have to purchase land. However, utilizing the existing site, or space above a parking structure, would limit the amount of space that could be leased out for commercial activities on the site. Due to street access issues, it may be difficult to locate a new fire house as part of a new Civic Center at the existing City Hall site.

4.2 OFF-SITE RELOCATION (LAND PURCHASE)

If the existing City Hall site is sold or leased to a private developer, then the revenues from those transactions could be used to fund the purchase of land for a new civic building. However, suitable development sites for a new City Hall are in short supply in Capitola, and the development of a new City Hall building would still need funding for both land acquisition and construction.

Possible sites for relocation considered during the course of this Study, include the Capitola Inn site (which was recently sold), the Union Bank site at Capitola and Bay Avenue, and the McGregor lot. Depending upon the location, it may be possible to include the new Library and/or a new fire house as part of a Civic Center at another off-site location.

4.3 OFF-SITE RELOCATION (LEASE EXISTING OR BUILD-TO-SUIT SPACE)

Another option for relocating City Hall would be to move into an existing or build-to-suit office space. In general, it is preferable for municipal entities to own, rather than lease, office space. However, many jurisdictions do lease office space from the private sector. Often this is done on an interim basis, while new facilities are under development, however there are examples of City's that lease space for a city hall on a long term basis. The basic disadvantage a permanent lease option is that, over the long term, such a system will likely involve greater cost.

Nevertheless, the City could still sell the existing City Hall site and explore more permanent options in the meantime. The disadvantage to this approach is that this adds lease/rent expenditures that the City does not currently incur. Possible sites for leasing a City Hall facility include a new facility at the Grimes property or utilizing current vacancies in the Nob Hill shopping Center. Such an alternative may preclude a combined civic space with the Library and/or the Fire District.

5. FUTURE OWNERSHIP ALTERNATIVES FOR CITY HALL/PARKING LOT

There are a variety of possible future ownership arrangements for the current City Hall site and Pacific Cove Parking Lot which provide a wide range of potential options depending upon the type of development envisioned.

5.1 SELL EXISTING CITY HALL SITE

Under this option, the City would sell the City Hall parcel outright. Any development option would need to ensure that the parking needs for the Village are met, in addition to accommodating the spaces needed for any new development proposed for the site.

5.2 SELL AIR RIGHTS TO DEVELOP ADDITIONAL USES

The City could sell the air rights over a potential future Pacific Cove parking structure. While this option would help raise capital for a new parking structure and/or City Hall, it would increase construction costs for the parking structure, could complicate the entitlement process for a parking structure, and would need to be carefully considered to avoid long-term maintenance and operational conflicts.

5.3 RETAIN OWNERSHIP OF SITE AND PARTNER WITH DEVELOPER

The City could also structure a partnership in which the City retains ownership over the site, and partner with a developer to share the costs of certain elements of the site development. This could take the form of a long-term ground lease whereby a private entity was entitled to revenue from specific project components in exchange for up-front funding to build the project.

5.4 RETAIN OWNERSHIP OF SITE AND DEVELOP SITE

Under this scenario, the City would directly contract with builders to develop the site. Options under this scenario would range from using the entire site as a new civic center complex to developing a new civic center along with other purpose-built structures which could be leased to private entities for income generating activities. These income-generating activities could include options that would augment the City's economic development strategies such as hotel/retail/theater/private sector meeting space.

5.5 RETAIN PARTIAL OWNERSHIP OF SITE FOR CIVIC CENTER AND SELL A PORTION OF SITE

Under this scenario, the City would develop a portion of the site for the City Hall functions, and sell a portion of the City Hall parcel to a development partner who would build some combination of commercial/hotel/retail uses. The income from the land sale could help to finance building the new civic buildings.

6. PRELIMINARY COST FOR CITY HALL & PARKING STRUCTURE PROJECT

6.1 CITY HALL

The current City Hall municipal functions at the site (City Hall offices, council chambers, community room, Museum and Police Department) would require a total of 14,400 square feet. A new Library would require a minimum of 7,000 square feet, for a total rough estimate of 21,000 square feet required for a new Civic Center including Library. Assuming construction costs of \$250 to \$440 per square foot, the cost to build a new Civic Center and Library could range from \$5.25 million to \$9.24 million.

Additional costs would be incurred if the City opts to relocate City Hall off-site to a location that requires site acquisition. The average transaction value for non-residential properties in Capitola averaged more than \$4 million per acre in 2007 and 2008, while the countywide average was less than \$2 million per acre.

Reconstruction of City Hall on the existing site or relocating to a leased space would require ongoing lease payments of at least \$288,000 annually during reconstruction, or on a semi-permanent basis. This would support existing functions with 14,400 square feet. That lease payment would likely increase over time as commercial lease rates change. The lease payments would further increase if space for a library is included.

6.2 PARKING STRUCTURE

Based upon the costs of the recently-constructed 510-space Cabrillo College Allied Health Parking Structure, a new parking structure would cost \$17,000 to \$22,000 per space. Assuming a

new structure would need to accommodate approximately 800 spaces, the total cost could range from \$14 - \$18 million. Those figures will change as construction costs adjust over time. The City's Parking and Traffic Committee is currently reviewing funding options for a new parking structure.

7. NEW CIVIC CENTER PROJECT FUNDING OPTIONS

City hall relocation projects in other jurisdictions have utilized many different approaches. For Capitola, certain approaches are likely more feasible than others.

7.1 DEVELOPMENT IMPACT FEES

Development impact fees are fees which can be assessed on new development projects to offset that project's marginal impact on public facilities. They cannot be used to resolve existing infrastructure deficiencies that are already present independent of a new development. Development impact fees are typically most effectively used in rapidly growing communities that have a high volume of development activity. Because Capitola is largely built out with no large undeveloped land tracts, development fees would not likely generate a large enough pool of revenues for a large new civic project.

7.2 GRANTS

Grant programs can be used for a variety of different activities associated with civic development projects. Pre-development planning activities can be funded using existing grant programs (such as those from CDBG and the EDA-Economic Development Administration) include feasibility studies, engineering and architecture studies, and business attraction and marketing plans.

Grants programs can also be used to help fund certain types of infrastructure and public facilities. A combination of different grant programs can be potentially used for different parts of a new City Hall project, to augment other sources of funding. It may be possible to receive substantial grants from the Federal Emergency Management Agency or Homeland Security to move the Police Department out of the floodway. In addition, grants are available from CDBG and EDA to fund public facilities such as parking structures.

Potential available from grants are listed below.

- CDBG/EDA Pre-Development Grants: \$100,000 to \$300,000.
- Construction Grants (City Hall-Police): \$2 to \$3 million
- EDA Construction Grants (Parking Structure): Up to \$2 million
- CDBG Construction Grants (Parking Structure): Up to \$2 million

7.3 REDEVELOPMENT AGENCY FUNDING

The use of tax increment to finance civic and infrastructure projects is common practice within redevelopment project areas. However, the City Hall site is not within an existing redevelopment project area, so the use of these funds would be limited to development on the site that directly

benefits the redevelopment project area. In addition, California Community Redevelopment Law prohibits the use of redevelopment agency funds for acquisition of land, design and other costs associated with the construction of city hall facilities.

The Capitola RDA has entered into a contract with the County of Santa Cruz to provide up to \$2.6 million fund for a new Library. If the new Library were combined with a new City Hall project, then the amount available would depend upon the location of the project, and the extent to which the project benefits the project area.

Potential available from RDA funding: (RDA Library Fund): Up to \$2.6 million.

7.4 SALE OF PROPERTY

As noted above, the City could consider the sale of excess real property associated with a development of a new city hall facility. That could include either air rights to space above a parking garage, or a portion of the property that fronts Capitola Ave. Such a sale of property would need to be carefully considered in the context of a master plan for the site, in conjunction with long term City goals, and needs. In addition, if a new library facility were to be incorporated into a new civic center, the sale of all, or a portion, of the current library site could generate one-time revenue to help build a new civic center/library.

Potential available from the sale of existing property: \$1 million to \$6 million.

7.5 IN-LIEU PARKING FEES

Instead of requiring each individual new development project to provide on-site parking, an “in-lieu” parking fee program would allow developers to pay a fee instead of providing parking on-site. This fee could be used for the construction of a centralized parking structure. The advantages of this type of program include consolidation of parking supply, improvement of project design, increased fiscal feasibility of redevelopment projects, and funding for public parking facilities. An in-lieu parking fee program can allow for alternative land uses on land previously used for parking, and provide additional parking options for the reuse or redevelopment of existing significant buildings. Pedestrian activity is improved with the removal of curb cuts as small individual parking lots are consolidated to larger parking areas

These programs in other jurisdictions charge fees that range from \$5,000 to \$60,000 per space. Fee amounts are usually based on a percentage of the actual cost of providing a parking space, which is based on land and construction costs. Potential new development in the Village that could benefit from an in-lieu fee program including the new Village Hotel at the Theatre site.

To establish an appropriate in-lieu fee amount, it would be necessary to prepare an In-Lieu Parking Fee Study, to prepare an estimate of actual costs to build a public parking space, including land and construction costs, and to adopt a long term plan to provide additional parking spaces.

Potential available for Parking Structure from in-lieu fees: Up to \$3 million.

7.6 GENERAL FUND

Civic center and public facilities projects often receive at least a portion of the funding from the general fund. This can be in the form of direct payments from a fund balance, or the issuance of debt.

General Fund Balance

Some jurisdictions set-aside money over time to accumulate the funding necessary for a major civic improvement. While this strategy may seem prudent, it is important to consider several factors. First, construction costs tend to increase faster than the City’s return in the Local Agency Investment Fund (LAIF). As a result, it can take a long time to save the resources necessary to build a large project. And, while current city residents bear the cost of saving for the new facility, they are unable to enjoy the benefits of the planned civic improvements. Given the timelines involved in accumulating the resources necessary for a new civic building, this has the potential to raise equity issues.

General Fund Debt

Some jurisdictions choose to finance major civic projects through the issuance of debt. Local government’s ability to issue tax exempt debt can often make timely construction more financially advantageous; since construction costs tend to increase faster than the interest rate on tax exempt debt. Some forms of municipal debt require voter approval, such as General Obligation Bonds. Other forms of debt, such as Certificates of Participation or a loan from the State’s Infrastructure Bank, may be authorized by City Council. Often, prior to issuance of such debt, specific revenue streams are designated to pay debt service. This can include new revenue streams or an existing revenue source.

Potential available for City Hall from issuance of debt: TBD

7.7 NEW REVENUE SOURCES AND DEBT

The issuance of most forms of debt will require the identification of a revenue stream to service that debt. In general, each \$1,000,000 dollars of debt requires approximately \$58,000 per year in interest and principle payments, assuming 4.0 percent interest rate with a 30 year term¹. As a result, if 50 percent of the cost of a new City Hall were debt financed (\$2.5 to \$4.5 million), the City would need to identify a revenue stream of between \$143,000-258,000/year (assumptions: a 20,000 SF facility, \$250-440/SF, 50 percent of total cost as debt).

Some of the possible revenue streams for such a debt payment are listed below.

¹ Current State IBank rate is 3.25%

Lease

A portion of the existing City Hall site could be leased to provide an on-going to service debt. The value of such a lease would depend on whether the city constructed the new facility, or entered a ground lease with a developer who would build their own structure.

Parking Meter Revenue

A portion of new parking meter revenue generated through the development of new meter payment options (e.g. credit cards), or through the development of new parking spaces (e.g. parking structure), could provide on-going revenue to service debt. However, this revenue stream may also be used as a mechanism to help finance the parking structure.

Transient Occupancy Tax

Some cities have been able to obtain voter approval for transient occupancy tax increases. Capitola's current TOT is 10 percent. A 2.0 percent increase in TOT is projected to generate approximately \$300,000 annually with the completion of the new Fairfield Inn on 41st Avenue and the proposed hotel at the Theater site.

Other New Taxes

Cities have often used special financing districts to finance the construction and operation of facilities such as community centers and libraries. A public facilities district can be utilized for Capitola, however creating the district would require a voter referendum and a 2/3 majority vote.

IMPLEMENTATION RECOMMENDATIONS

1. RECOMMENDATIONS

1.1 MAKE APPROPRIATE REUSE OF THE CITY HALL AND PARKING LOT SITE A CITY PRIORITY

The City owns a valuable piece of real estate outright, in an excellent location, which has the capacity to offer significant civic and economic development opportunities for the City of Capitola. Given current desire to solve the Village parking shortfall and to provide new economic development opportunities to make up for declines in other parts of the City, reuse of the City Hall site could be one cornerstone of revitalizing economic development within Capitola in a way that enhances the feel of the Village and assists current businesses.

1.2 PRIORITIZE A PARKING GARAGE FOR SITE REDEVELOPMENT

Given the pressing need for additional parking within Capitola Village for existing uses, and for any new development at the City Hall site or in the Village, including a parking structure as part of any City Hall site reuse will provide an important contribution to Capitola for decades to come.

1.3 LOCATE CITY HALL FUNCTIONS AT CURRENT SITE

With good urban design a redeveloped City Hall/Pacific Cove Parking lot site could significantly enhance the entry into the Village, while creating enough space for City Hall functions and offering economic development opportunities for a new hotel/retail/restaurant and/or office use. Given the small number of alternative sites in the city appropriate for a new City Hall, and the fact that the City owns the current site, this is the most appropriate use of the City's resources. Civic functions could be located at the current City Hall site, or alternatively, above a new parking structure.

The amount of usable space that could be developed on the current City Hall/Pacific Cove Parking Lot site is more than enough to support an expanded City Hall in addition to a library, with space left over that the City can lease out. Keeping City Hall at the redeveloped site would still require finding an alternative for moving the fire station out of the floodway.

1.4 PRIORITIZE HOTEL AS A NEW USE AT THE REDEVELOPED CITY HALL/PARKING LOT SITE

Attracting a hotel development to the area represents an essential part of enhancing the Village as a viable visitor destination. Visitor accommodations are directly tied to the viability of other visitor-related retail industries and helps transition the visitor population from strictly day visitors to longer-stay visitors and off-season visitors. Such a hotel development could potentially include meeting rooms and conference facilities, which is another underserved market in Santa Cruz

County. Combined hotel and conference facilities could profoundly revitalize Capitola Village and help to meet other economic development goals of the City. The timing for this development should be considered in context of the proposed hotel at the Capitola Theatre site.

A hotel at the redeveloped City Hall site could potentially be combined with a new parking structure, with the hotel occupying one or two stories at the top level. If the hotel was located above the parking structure it would yield about 35,000 square feet of usable area—a space large enough to accommodate 40 to 50 hotel rooms per story. In this scenario, the front of the City Hall site could be used as space for a lobby area or meeting space. Alternatively, civic uses could be located above a parking structure, and the space fronting Capitola Avenue used for a hotel/conference facility.

1.5 PRIORITIZE COMMERCIAL USES COMPATIBLE WITH EXISTING VILLAGE USES

A portion of the front of the City Hall site could offer space for private businesses to complement the existing uses, rather than large-format retail stores. The space could be used for restaurants, retail, theater, or private-sector meeting room space. The first-floor building frontage could provide space for about 8,500 to 11,000 square feet of commercial space. Additional floors above could also accommodate commercial space, if they are not used for City Hall functions. The space is also large enough to include entertainment uses.

2. IMPLEMENTATION CONSIDERATIONS

2.1 FOCUS SITE DEVELOPMENT TO CREATE GATEWAY TO CAPITOLA VILLAGE

In addition to potentially providing new parking areas and space for businesses and/or City functions, any reconstruction of the City Hall site also presents an opportunity to redesign the physical design layout of the areas leading into Capitola Village. The current configuration of the site presents no sense of arrival or clear entry into the Village, even though many Village patrons use the Pacific Cove parking Lot.

Careful site planning can create an entry and clear physical transition into the Village district. This gateway becomes more important with the construction of a parking structure, because more of the Village patrons would now use the site as their path into the Village. The gateway concept can also be accommodated by setting aside space at the front of the City Hall site for a public plaza, public art, or other design elements.

2.2 HAVE A CLEAR PLAN IN PLACE FOR TRANSITION/CONSTRUCTION PHASE

Any major reconstruction of the City Hall site will have a potentially disruptive effect during the construction phase. Whether the City Hall functions stay on the existing site in a new building, or locate to a different location off-site, the City needs to ensure that administrative functions can continue during any transition period. This would likely entail leasing space in the interim.

In addition to City administrative functions, any construction on the City Hall site will also displace the parking spaces currently used by Village patrons. The potential loss of 234 parking spaces during the construction period could create significant short-term impacts on existing businesses. Planning for how to accommodate Village patrons during the construction phase will be essential to minimizing the negative impacts that could occur.

2.3 COMPLETE AND INCORPORATE LONG-RANGE PLANS FOR THE PACIFIC COVE MOBILE HOME PARK SITE

Any final decisions regarding the City Hall/Pacific Cove Parking Lot sites will need to consider any long-term plans for the City-owned Pacific Cove Mobile Home Park, which is adjacent to City Hall. Creative options for the mobile home site could add to the design options available in the development of the two sites that are the subject of this study.

2.4 PURSUE GRANT FUNDING FOR A DETAILED DEVELOPMENT/ FINANCING PLAN

The City should apply for grant funding to explore more detailed redevelopment possibilities for the City Hall site, including architectural renderings, analysis of parking structure costs and a financing plan. Possible grant sources include the Community Development Block Grant (CDBG) Program, the Economic Development Administration (EDA) grant program, California Emergency Management Agency Flood Control grants, and Federal Homeland Security grants.

3. TARGET INCOME GROUP BENEFIT

The grant funding for this project has a directive to promote job generating activities, and specifically to identify economic opportunities for workers in the Target Income Group (TIG). Developing new business spaces on the existing City Hall site would result in the creation of at least 91 new jobs with the development of 8,600 square feet of retail commercial space and a 90-room hotel.

Of the total jobs that the site development can potentially create, about 82 of those positions will benefit workers in the Target Income Group (TIG). The TIG occupations are typically in sales, clerical, service, agriculture, and production. The majority of the positions created by the new business activity at the City Hall site would be in services and sales positions. The remaining TIG jobs are largely in clerical positions.

TARGET INCOME BENEFIT FROM CITY HALL SITE REUSE

Business Type	Total Job Potential	Managers / Admin.	Prof./ Technical	TARGET INCOME GROUP OCCUPATIONS					TIG Total
				Sales	Clerical	Services	Production/ Ag.		
Retail Commercial Space	30	2	1	18	3	2	4	27	
90-Room Hotel	61	4	1	2	9	36	7	55	
Total	91	6	3	20	13	38	11	82	

Source: ADE, benchmark data from U.S. Economic Census, and the California EDD Occupational Employment Survey.

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APPENDIX A: MARKET ANALYSIS

A.1 CAPITOLA EMPLOYMENT BASE

Capitola continues to have very strong concentrations of businesses and jobs in retail trade, and visitor-serving industries such as accommodations and food service. Based on the latest available data at the city level, the estimated 2007 employment in Capitola totals 6,669 jobs, which represents a slight decline from the 6,871 jobs in 2004. This also runs contrary to the trend in Santa Cruz County, which had a slight job increase during that same period.

**TABLE A-1
TOTAL EMPLOYMENT BY INDUSTRY GROUP IN CAPITOLA AND SANTA CRUZ COUNTY, 2007**

Industry Group Description	Capitola Employment	Percent of Total	Santa Cruz County	Percent of Total
Forestry, fishing, hunting, and agriculture	0	0.0%	7,885	9.7%
Mining	2	0.0%	107	0.1%
Utilities	0	0.0%	117	0.1%
Construction	157	2.3%	5,369	6.6%
Manufacturing	64	1.0%	6,285	7.7%
Wholesale trade	57	0.9%	4,373	5.4%
Retail trade	2,773	41.6%	13,072	16.1%
Transportation & warehousing	8	0.1%	1,450	1.8%
Information	59	0.9%	1,241	1.5%
Finance & insurance	498	7.5%	2,231	2.7%
Real estate & rental & leasing	239	3.6%	1,458	1.8%
Professional, scientific & technical services	248	3.7%	4,423	5.4%
Management of companies & enterprises	10	0.2%	1,796	2.2%
Administrative services	266	4.0%	3,768	4.6%
Educational services	69	1.0%	1,523	1.9%
Health care and social assistance	581	8.7%	10,535	12.9%
Arts, entertainment & recreation	82	1.2%	1,880	2.3%
Accommodation & food services	1,278	19.2%	9,668	11.9%
Other services (except public sector)	275	4.1%	4,214	5.2%
Total	6,669		81,395	

Source: ADE, data from IMPLAN CEW county employment database, and U.S. Census ZIP Business Patterns.

A.2 REGIONAL EMPLOYMENT TRENDS

Between 1992 and 2007, the job growth in Santa Cruz County continued a trend where it did not keep pace with statewide trends, as shown in Table A-2. While California's job base expanded by nearly 26 percent, it only grew by 3.1 percent in Santa Cruz County. The region's strongest performing industry groups were primarily related to tourism, construction, health care, and services. However, these job gains were offset by large losses in other sectors such as agriculture, manufacturing, information, and management.

The more recent trend between 2001 and 2007 indicates that Santa Cruz County had a notable job decline of 5.1 percent, while the rest of California had 4.4 percent net gain in employment.

Preliminary totals for Santa Cruz County indicate that the employment between 2007 and 2008 fell by 2.1 percent, with job losses occurring across many industry groups, with hospitality,

entertainment, information, and financial services each declining by more than five percent, as the recession hit those sectors particularly hard during the current economic downturn.

**TABLE A-2
COMPARISON OF EMPLOYMENT TRENDS IN SANTA CRUZ COUNTY AND CALIFORNIA, 1992-2007**

Industry Group	Santa Cruz County				California			
	1992	2007	Percent Change (1992 - 2007)	Annual Growth Rate	1992	2007	Percent Change (1992 - 2007)	Annual Growth Rate
Agriculture, forestry, fishing and hunting	10,950	7,885	-28.0%	-2.2%	353,845	386,656	9.3%	0.6%
Mining	165	107	-35.2%	-2.8%	32,642	24,926	-23.6%	-1.8%
Utilities	184	117	-36.4%	-3.0%	67,033	57,883	-13.6%	-1.0%
Construction	3,368	5,369	59.4%	3.2%	497,358	888,109	78.6%	3.9%
Manufacturing	11,059	6,285	-43.2%	-3.7%	1,794,077	1,452,825	-19.0%	-1.4%
Wholesale trade	3,240	4,373	35.0%	2.0%	551,881	715,908	29.7%	1.7%
Retail Trade	11,343	13,072	15.2%	1.0%	1,376,968	1,683,237	22.2%	1.3%
Transportation and Warehousing	1,342	1,450	8.0%	0.5%	357,468	428,266	19.8%	1.2%
Information	2,820	1,241	-56.0%	-5.3%	399,404	470,228	17.7%	1.1%
Finance and insurance	2,050	2,231	8.8%	0.6%	555,393	617,872	11.2%	0.7%
Real estate and rental and leasing	1,372	1,458	6.3%	0.4%	239,505	282,329	17.9%	1.1%
Professional and technical services	3,464	4,423	27.7%	1.6%	681,717	1,058,850	55.3%	3.0%
Management of companies and enterprises	2,739	1,796	-34.4%	-2.8%	222,758	206,697	-7.2%	-0.5%
Administrative and waste services	2,901	3,768	29.9%	1.8%	607,205	990,603	63.1%	3.3%
Educational services	685	1,523	122.3%	5.5%	151,773	258,400	70.3%	3.6%
Health care and social assistance	8,661	10,535	21.6%	1.3%	989,256	1,370,176	38.5%	2.2%
Arts, entertainment, and recreation	1,820	1,880	3.3%	0.2%	178,185	249,880	40.2%	2.3%
Accommodation and food services	7,847	9,668	23.2%	1.4%	942,624	1,301,831	38.1%	2.2%
Other services, except public administration	2,964	4,214	42.2%	2.4%	457,272	717,920	57.0%	3.1%
TOTAL	78,974	81,395	3.1%	0.2%	10,456,364	13,162,596	25.9%	1.5%

Source: ADE, data from U.S. Census ZIP Code Business Patterns, and IMPLAN CEW county employment database. Data does not include public sector and self-employment.

**TABLE A-3
COMPARISON OF EMPLOYMENT TRENDS IN SANTA CRUZ COUNTY AND CALIFORNIA, 2001-2007**

Industry	Santa Cruz County				California			
	2001	2007	Percent Change (1992 - 2007)	Annual Growth Rate	2001	2007	Percent Change (1992 - 2007)	Annual Growth Rate
Agriculture, forestry, fishing and hunting	8,074	7,885	-2.3%	-0.2%	383,789	386,656	0.7%	0.1%
Mining	40	107	167.5%	8.5%	23,601	24,926	5.6%	0.5%
Utilities	114	117	2.6%	0.2%	54,440	57,883	6.3%	0.5%
Construction	4,804	5,369	11.8%	0.9%	774,010	888,109	14.7%	1.2%
Manufacturing	8,988	6,285	-30.1%	-2.9%	1,780,544	1,452,825	-18.4%	-1.7%
Wholesale trade	3,374	4,373	29.6%	2.2%	652,986	715,908	9.6%	0.8%
Retail Trade	14,001	13,072	-6.6%	-0.6%	1,572,113	1,683,237	7.1%	0.6%
Transportation and Warehousing	1,562	1,450	-7.2%	-0.6%	440,071	428,266	-2.7%	-0.2%
Information	2,534	1,241	-51.0%	-5.8%	527,212	470,228	-10.8%	-0.9%
Finance and insurance	2,101	2,231	6.2%	0.5%	565,644	617,872	9.2%	0.7%
Real estate and rental and leasing	1,946	1,458	-25.1%	-2.4%	266,402	282,329	6.0%	0.5%
Professional and technical services	5,283	4,423	-16.3%	-1.5%	968,088	1,058,850	9.4%	0.7%
Management of companies and enterprises	2,154	1,796	-16.6%	-1.5%	291,905	206,697	-29.2%	-2.8%
Administrative and waste services	4,043	3,768	-6.8%	-0.6%	950,395	990,603	4.2%	0.3%
Educational services	1,179	1,523	29.2%	2.2%	211,427	258,400	22.2%	1.7%
Health care and social assistance	9,432	10,535	11.7%	0.9%	1,201,549	1,370,176	14.0%	1.1%
Arts, entertainment, and recreation	1,903	1,880	-1.2%	-0.1%	225,490	249,880	10.8%	0.9%
Accommodation and food services	10,213	9,668	-5.3%	-0.5%	1,134,613	1,301,831	14.7%	1.2%
Other services, except public administration	4,008	4,214	5.1%	0.4%	586,913	717,920	22.3%	1.7%
TOTAL	85,753	81,395	-5.1%	-0.4%	12,611,192	13,162,596	4.4%	0.4%

Source: ADE, data from U.S. Census ZIP Code Business Patterns, and IMPLAN CEW county employment database. Data does not include public sector and self-employment.

A.3 ASSESSING REGIONAL ECONOMIC ROLES

As part of the 2007 Economic Development Strategic Plan, ADE assessed the roles that different economic sectors have within the regional economy by ranking the industries in Santa Cruz County on the basis of two key economic indicators—job growth and employment concentration relative to the State of California. The recent performance and economic roles for specific industries within the region helps to identify potential target industries and serves as one indicator of the types of businesses that have market potential for locating at the City Hall site. This section updates the findings from that study to include the employment trend data for 2005, 2006, and 2007. At the time of the analysis, the 2008 data was not yet available at a detailed three-digit NAICS code level shown in Tables A-4 and A-5. The economic roles based on these indicators fall into four categories, which are described as follows:

Growing Economic Base Industries: These industries have shown recent job growth and have an above-average employment concentration. They constitute the strength of the economy and represent opportunities for growth in other areas such as supplier industries.

Emerging Industries: These sectors have shown recent job growth, but still have a below-average employment concentration. These industries represent potential future growth opportunities because they have not yet accumulated a high concentration of employment. Industries in this category could be considered attractive business attraction targets.

Declining Economic Base Industries: These industries have an above-average concentration of employment, but have shown recent job losses. They represent strong industries in a region that have shown some recent vulnerability and could be considered business retention targets.

Declining Non-Base Industries: These industries have shown recent job losses and have below-average employment concentration. They do not have an especially notable regional presence and do not have growth prospects as strong as the industries in the other categories.

Table A-4 shows the economic roles that various industries had between 1992 and 2007, while Table A-5 shows these roles using a shorter growth interval between 2001 and 2007.

GROWING ECONOMIC BASE INDUSTRIES

For the period between 1992 and 2007, the growing economic base industries were largely concentrated in visitor-serving sectors such as accommodations, recreation services, and food service. Other growing base industries included livestock, health care industries, transportation and warehousing, and some manufacturing sectors.

Because the overall employment base stagnated between 2001 and 2007, the range of growing economic base industries during this period was more limited. Most of the tourism related industries lost employment during this time. Other highly concentrated industries such as construction, health care, and some agriculture and manufacturing sectors continued to grow during this period.

Typically, growing economic base industries represent the strength of a region and the likeliest target industries. For the City Hall site, the performance of the tourism sectors is an important consideration.

EMERGING INDUSTRIES

Emerging industries are considered good business attraction and expansion targets because they represent future potential and could eventually transition into the leading economic base industries for a locality or region.

The industries in Santa Cruz County that showed employment growth between 1992 and 2007, but had not yet generated a high employment concentration include several manufacturing sectors, as well as transportation support, information services, financial services, professional services, educational services, and repair sectors. This represents a diverse group of potential industry targets for Capitola and the City Hall site in particular, based on the longer-term growth trends. When looking at the period between 2001 and 2004, the emerging industries comprise a narrower range that are mostly in manufacturing, information services, financial services, educational services, and repair sectors.

DECLINING ECONOMIC BASE INDUSTRIES

The declining economic base industries with above-average employment concentrations and job losses between 1992 and 2007 include food processing, management services, and crop production. However, the more recent short-term trend between 2001 and 2007 shows that several tourism-oriented industries lost employment and could be considered potentially vulnerable, even though the tourism trade had a net revenue increase during this time.

Despite these recent trends, including the potential effects from the current economic downturn, tourism industries will likely remain highly concentrated in Santa Cruz County, and a very important part of the Capitola economy. As the tourism sector recovers, it will likely remain a significant leading driver of the economy in Santa Cruz County.

DECLINING NON-BASE INDUSTRIES

The range of industries in the region with lower concentrations of employment and declining employment between 1992 and 2007 are generally in utilities, manufacturing, transportation, information services, rental services, waste management, and performing arts industries. Between 2001 and 2007, the declining industries also included sectors in financial services, professional services, and administrative and management services.

This is an important consideration for Capitola, in assessing the areas with the best opportunities for diversification. The job losses at the regional level have cut across several different manufacturing and information services sectors. The lower-than-average concentrations of these industries throughout Santa Cruz County indicate that pursuing these types of businesses might not work for the City Hall site and Capitola as a whole.

TABLE A-4
ECONOMIC ROLES OF INDUSTRIES IN SANTA CRUZ COUNTY BY NAICS CODE, 1992-2007

Declining Economic Base Industries		Growing Economic Base Industries	
212	Mining (except Oil and Gas)	112	Animal Production
111	Crop Production	114	Fishing, Hunting and Trapping
311	Food Manufacturing	325	Chemical Manufacturing
551	Management of Companies and Enterprises	333	Machinery Manufacturing
		424	Merchant Wholesalers, Nondurable Goods
		487	Scenic and Sightseeing Transportation
		493	Warehousing and Storage
		621	Ambulatory Health Care Services
		622	Hospitals
		623	Nursing and Residential Care Facilities
		624	Social Assistance
		713	Amusement, Gambling, and Recreation Industries
		721	Accommodation
		722	Food Services and Drinking Places
		812	Personal and Laundry Services
		813	Non-Profit Organizations
Declining Non-Base Industries		Emerging Industries	
115	Support Activities for Agriculture and Forestry	113	Forestry and Logging
213	Support Activities for Mining	312	Beverage and Tobacco Product Manufacturing
221	Utilities	314	Textile Product Mills
313	Textile Mills	315	Apparel Manufacturing
316	Leather and Allied Product Manufacturing	322	Paper Manufacturing
321	Wood Product Manufacturing	331	Primary Metal Manufacturing
323	Printing and Related Support Activities	332	Fabricated Metal Product Manufacturing
326	Plastics and Rubber Products Manufacturing	335	Electrical Equipment, Appliance, and Component Manufacturing
327	Nonmetallic Mineral Product Manufacturing	423	Merchant Wholesalers, Durable Goods
334	Computer and Electronic Product Manufacturing	425	Wholesale Electronic Markets and Agents and Brokers
337	Furniture and Related Product Manufacturing	488	Support Activities for Transportation
339	Miscellaneous Manufacturing	492	Couriers and Messengers
481	Air Transportation	512	Motion Picture and Sound Recording Industries
483	Water Transportation	515	Broadcasting (except Internet)
484	Truck Transportation	518	Data Processing, Hosting and Related Services
485	Transit and Ground Passenger Transportation	523	Securities, Commodity Contracts, and Other Financial Investments and Related Activities
511	Publishing Industries (except Internet)	524	Insurance Carriers and Related Activities
517	Telecommunications	531	Real Estate
519	Other Information Services	541	Professional, Scientific, and Technical Services
522	Credit Intermediation and Related Activities	561	Administrative and Support Services
532	Rental and Leasing Services	611	Educational Services
562	Waste Management and Remediation Services	712	Museums, Historical Sites, and Similar Institutions
711	Performing Arts, Spectator Sports, and Related Industries	811	Repair and Maintenance

Source: ADE, data from IMPLAN CEW county employment database

Notes: The comparison region for Santa Cruz County is California.

**TABLE A-5
ECONOMIC ROLES OF INDUSTRIES IN SANTA CRUZ COUNTY BY NAICS CODE, 2001-2007**

Declining Economic Base Industries		Growing Economic Base Industries	
551	Management of Companies and Enterprises	111	Crop Production
311	Food Manufacturing	112	Animal Production
624	Social Assistance	114	Fishing, Hunting and Trapping
713	Amusement, Gambling, and Recreation Industries	212	Mining (except Oil and Gas)
721	Accommodation	237	Heavy and Civil Engineering Construction
722	Food Services and Drinking Places	325	Chemical Manufacturing
812	Personal and Laundry Services	333	Machinery Manufacturing
		424	Merchant Wholesalers, Nondurable Goods
		444	Building Material and Garden Equipment Dealers
		487	Scenic and Sightseeing Transportation
		493	Warehousing and Storage
		621	Ambulatory Health Care Services
		623	Nursing and Residential Care Facilities
Declining Non-Base Industries		Emerging Industries	
113	Forestry and Logging	314	Textile Product Mills
115	Support Activities for Agriculture and Forestry	332	Fabricated Metal Product Manufacturing
221	Utilities	337	Furniture and Related Product Manufacturing
312	Beverage and Tobacco Product Manufacturing	339	Miscellaneous Manufacturing
313	Textile Mills	425	Wholesale Electronic Markets and Agents and Brokers
315	Apparel Manufacturing	452	General Merchandise Stores
316	Leather and Allied Product Manufacturing	481	Air Transportation
321	Wood Product Manufacturing	512	Motion Picture and Sound Recording Industries
322	Paper Manufacturing	515	Broadcasting (except Internet)
323	Printing and Related Support Activities	519	Other Information Services
324	Petroleum and Coal Products Manufacturing	522	Credit Intermediation and Related Activities
326	Plastics and Rubber Products Manufacturing	523	Securities and Related Activities
327	Nonmetallic Mineral Product Manufacturing	525	Funds, Trusts, and Other Financial Vehicles
331	Primary Metal Manufacturing	611	Educational Services
334	Computer and Electronic Product Manufacturing	712	Museums, Historical Sites, and Similar Institutions
335	Electrical Equipment Manufacturing	811	Repair and Maintenance
336	Transportation Equipment Manufacturing		
423	Merchant Wholesalers, Durable Goods		
484	Truck Transportation		
485	Transit and Ground Passenger Transportation		
488	Support Activities for Transportation		
492	Couriers and Messengers		
511	Publishing Industries (except Internet)		
517	Telecommunications		
518	Data Processing, Hosting and Related Services		
524	Insurance Carriers and Related Activities		
531	Real Estate		
532	Rental and Leasing Services		
533	Lessors of Nonfinancial Intangible Assets		
541	Professional, Scientific, and Technical Services		
561	Administrative and Support Services		
562	Waste Management and Remediation Services		
711	Performing Arts, Spectator Sports, and Related Industries		

Source: ADE, data from IMPLAN CEW county employment database.

Notes: The comparison region for Santa Cruz County is California.

A.4 OFFICE MARKET

One of the early considerations for the City Hall site was assessing its potential as an office location. As noted in the 2009 41st Avenue Revitalization study, the office market in the Capitola market has held up very well despite the recession, and has a much lower vacancy rate than the countywide average.

However, there have been discussions about potential office projects on other sites, which would address the existing market demand for office space in Capitola. Moreover, Capitola Village's existing economic role largely serves the visitor market, and adding offices to the City Hall site would not help to strengthen or expand upon that role. Only if space can be accommodated at the City Hall site after other options for other uses have been exhausted should offices be pursued.

As the recessionary conditions have worsened, the office vacancies have increased substantially in the Mid-County area, which potentially limits the near-term prospects for new office uses. According to NAI/BT Commercial, the vacancy rate for office/R&D spaces in Mid-County stood at 7.7 percent in the 3rd quarter of 2009. This was a substantial increase from the 4.3 percent vacancy rate from one year earlier, although it still remains much lower than the 12.9 percent countywide average.² It should be noted that these vacancy rates are higher than the rates previously reported because the data now combines R&D space with office space.

A.5 VISITOR MARKET

Capitola serves an important role within the Santa Cruz County tourism market, with Capitola Village as a common destination for visitors to the region. Visitor spending for the county as a whole totaled about \$657 million in 2007.³ For the five-year period between 2002 and 2007, this visitor spending increased by an average of 1.7 percent annually in inflation-adjusted dollars.

This growth was largely driven by increased spending on accommodations and food service, the two largest spending categories for visitors. Retail sales by visitors during this period fell by an annual average rate of 2.0 percent.

The recession that began in late-2007 has impacted the tourism market as a whole, and that trend might show up when the 2008 visitor spending data becomes available for Santa Cruz County. However, Santa Cruz County might also benefit from a trend towards vacations closer to home, due to its proximity to the Bay Area.

Even though Capitola Village constitutes a relatively small portion of the city's overall retail sales, it is the primary visitor-serving asset. This specific role means that strong consideration should be given for the City Hall site to be used for expanding and serving the visitor market. Potential uses would include lodging, retail space, and restaurant space.

² NAI BT Commercial; *Santa Cruz Office Report*, Third Quarter 2009.

³ Dean Runyan Associates; *Travel Impacts by County, 1992 to 2008*; April 2009.

A.6 HOTEL MARKET

Although the regional lodging market has seen a decline in room occupancy, Capitola has historically been undersupplied, relative to its attractiveness as a visitor destination. In particular, the Village has a very limited supply of hotel rooms, and Capitola does not have any provisions for business travelers such as conference space. In addition, the boutique hotel market and high-end markets remain unserved in Santa Cruz County. A new Fairfield Inn development along 41st Avenue is scheduled for completion in mid-2010. This hotel is targeted to business and leisure travelers.

In addition, the former Capitola Theatre site has been identified as a potential location for a hotel, which would help to meet a long-standing need in the Village. The City Hall site could also serve as a location for a hotel, especially if the configuration calls for meeting spaces and dining facilities.

For the Monterey Bay area as a whole, the occupancy rate has generally stayed above 60 percent on an annual basis since 2003, and the average room rates have steadily increased every year. However, for the year-to-date through July 2009, the occupancy rate for the region has dipped below 60 percent, and the average room rate has declined by about 12 percent.⁴ The feasibility for developing new hotels will be lower than is typical for this market until the economy recovers and overnight visits increase.

The economic role of new hotel rooms in the Village would be twofold – first, it would expand the potential visitor base for Capitola Village, which has seen declining business revenues even as the countywide tourism economy was recovering. Second, it would support a substantial fiscal benefit to the City itself. Because the transient occupancy tax revenues are not shared with the County and other tax districts, the City stands to gain a much greater revenue return with an expansion in lodging.

A.7 RETAIL MARKET

The City's retail base is largely dominated by the regional retail centers along 41st Avenue. These regional retail uses have been particularly hard hit by the economic downturn. During the last fiscal year, the overall taxable sales in Capitola declined by more than 15 percent.

The City Hall site would not be well suited to regional retail uses, but it might remain a suitable location for retail or food service uses that cater to the visitor market. The retail uses would be interconnected with and benefit from other potential activities at the City Hall site such as additional parking capacity and hotel development.

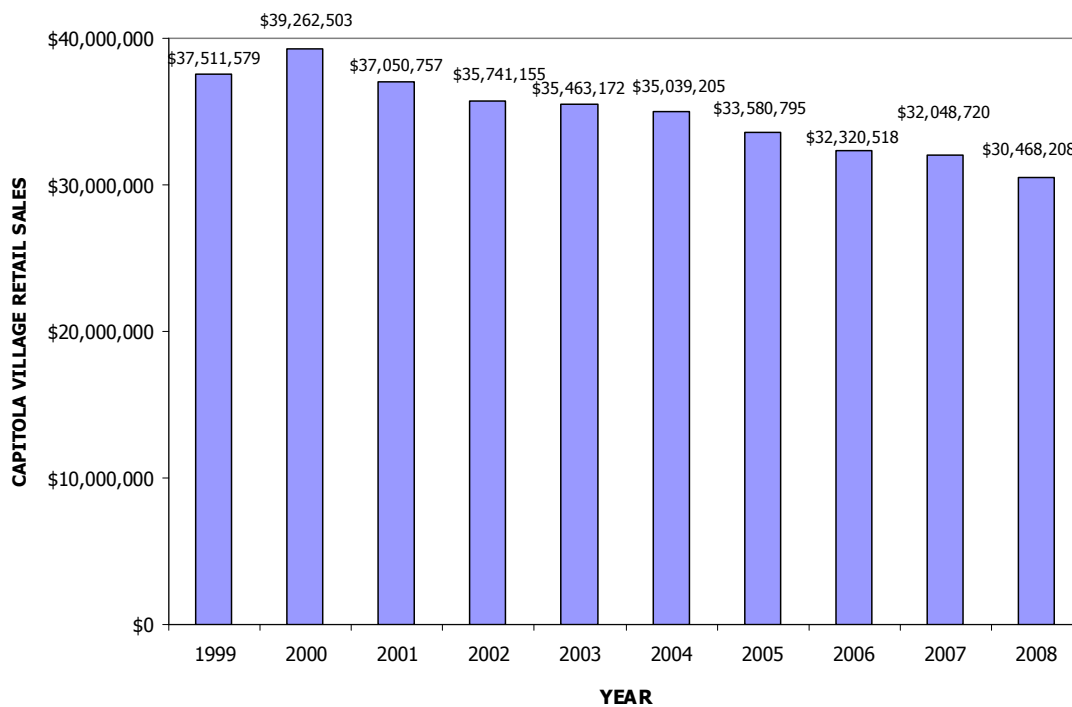
⁴ Smith Travel Research.

CAPITOLA VILLAGE RETAIL TRENDS

The City Hall site serves as a primary gateway into Capitola Village, and currently provides most of the available parking spaces for the Village. Aside from the scenic beauty of the waterfront, the Village itself is primarily a destination for eating out, with restaurants and take out establishments generating about two-thirds of the total retail sales in the area. The food service market has also been a growing part of the regional visitor-serving economy. Other well represented store types in the Village include apparel stores and specialty retail.

Despite Capitola Village's continued prominence as visitor destination, the retail sales have steadily declined since 2000 in real dollar terms.⁵ Even though the current economy downturn has also affected the Village, the sales decline between 2007 and 2008 was less than 5.0 percent. This means that Capitola Village held its sales much better than the rest of the city did.

FIGURE A-1
CAPITOLA VILLAGE
INFLATION-ADJUSTED RETAIL SALES TREND, 1999 TO 2008 (THOUSANDS)



Source: ADE, Inc., data from City of Capitola and Board of Equalization

Note: Data is adjusted for inflation using the CPI. The data includes both taxable sales and the estimated nontaxable sales.

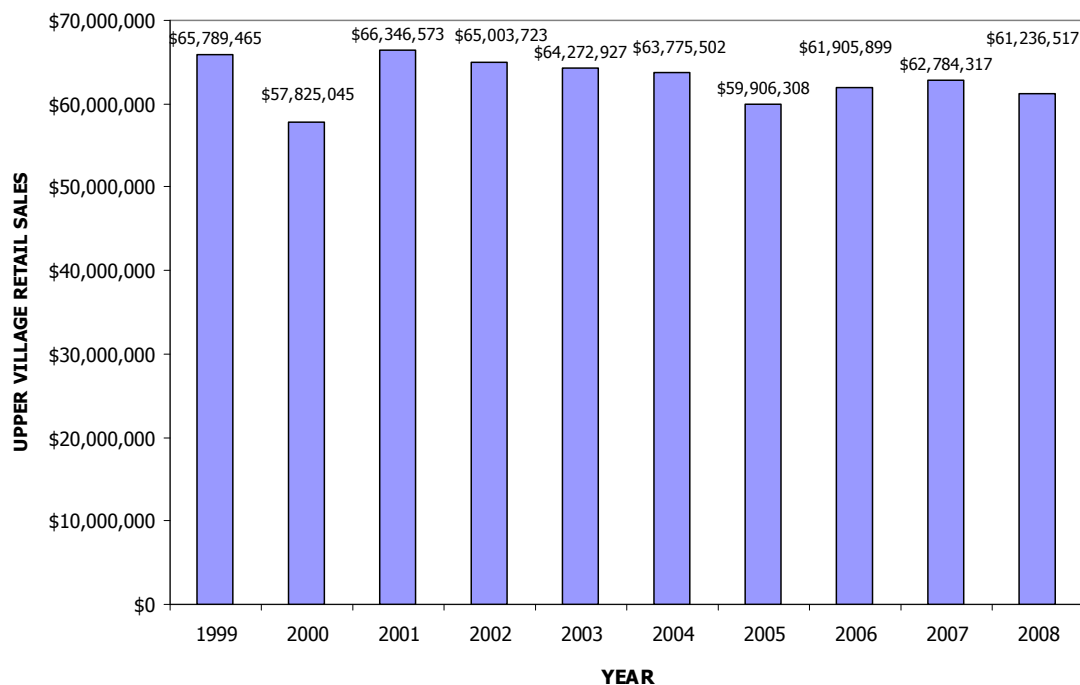
⁵ All of the retail sales data was adjusted for inflation using the California Consumer Price Index for all urban consumers. In addition, the retail sales include the taxable sales in addition to an estimate of sales from nontaxable items.

UPPER VILLAGE RETAIL SALES TRENDS

The Upper Village primarily serves as a destination for local-serving retail uses such as grocery stores and drug stores. The area also includes some unique specialty food stores and specialty retail establishments that potentially appeal to visitors headed towards the waterfront.

The Upper Village accounted for \$61 million in retail sales in 2008. This is down by about 7.7 percent from the real dollar peak sales of \$66 million in 2001. However, it represents a decline of only about 2.4 percent from 2007. As with Capitola Village, the Upper Village held its sales levels much better than the regionally oriented retail businesses elsewhere in Capitola. The largely local orientation of the Upper Village's anchor stores likely helped to sustain the sales even during recessionary conditions.

**FIGURE A-2
UPPER VILLAGE
INFLATION-ADJUSTED RETAIL SALES TREND, 1999 TO 2008 (THOUSANDS)**



Source: ADE, Inc., data from City of Capitola and Board of Equalization

Note: Data is adjusted for inflation using the CPI. The data includes both taxable sales and the estimated nontaxable sales.

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APPENDIX B: ADDITIONAL ANALYSIS OF CIVIC CENTER USES

B.1 SITE RELOCATION OPTIONS

If the City decides to relocate the existing City Hall functions to an alternate location, the options within the City of Capitola are relatively limited. This is because Capitola is largely built out with relatively expensive properties. In consultation with City staff, the project team assessed the potential for some properties that met the City's needs.

These properties are listed as follows:

- Capitola Inn site
- Bay and Capitola Avenue corner site
- Grimes/Redtree Upper Village property
- McGregor site

CAPITOLA INN SITE

This 3.1-acre property is located at 822 Bay Avenue (APN 036-341-02) and currently occupied by the 56-room Capitola Inn. The site is in the Upper Village and somewhat secluded from the vehicular traffic along Bay Avenue. The hotel development does not occupy the entire parcel and there is significant vacant land on the premises.

The site acreage is large enough to accommodate these existing functions, as well as the 7,000 to 9,000 square feet needed for a library. Since the site is outside of the flood zone, it could also be used to accommodate the 6,700 square feet needed for a fire station.

This site was considered as a potential acquisition target for the City because the facility had fallen into disrepair and appeared to be used for residential occupancy. These factors significantly reduced the viability of Capitola Inn as a lodging option to serve the tourism market. In addition, the large size of the lot meant that a City Hall facility could be constructed at a lower cost with no need for structured parking. Any underutilized parcel could also be further subdivided and sold off to help defray the site development costs.

In September 2009, the property sold for \$5 million, which is virtually unchanged from the price that the property sold for back in 1999. At an average price of \$1.6 million per acre, this sale amount was below the recent market value for other non-residential properties sold in Capitola, and about on par with the average for northern Santa Cruz County. This indicates either a sign of a weak market, or other factors such as ownership-specific issues that might have forced the sale for that price, or the relatively hidden location of the site. This recent transaction means that the site is likely no longer viable in the short-term for acquisition by the City, and will either continue in its current use or serve as the location for a future private development.

BAY AND CAPITOLA AVENUE CORNER PARCEL

This 0.9-acre site is located at 601 Bay Avenue (APN 035-301-01). The parcel is currently used for a Union Bank branch. The site acreage is slightly smaller than the current City Hall site and is located at a highly visible street intersection.

The site acreage can accommodate the existing City Hall functions, as well as a potential library site, however the surface parking might not be sufficient to support a new City Hall and a library. In this case, the site development would need to include underground parking, which increases the development costs.

This site was considered for acquisition because of its central location. However, it maintains a viable current use and the site is not currently on the market. The public records indicate that the parcel last changed hands in 2003, and has a current assessed valuation of \$2.3 million.

GRIMES/REDTREE UPPER VILLAGE PROPERTY

This 0.5-acre site is located adjacent to the Nob Hill Food shopping center (APN 035-381-01). The lot is currently vacant and has been actively considered by the current ownership for an office building. This site would not be an option for acquisition by the City, but would serve as a potential site for the City to lease office space, either on an interim or semi-permanent basis.

If a suitable building can be built on the site, then the existing City Hall functions could potentially be moved into that location. The location would not likely accommodate the library and fire station uses. The site could also be utilized as a space if City Hall is reconstructed on the existing site.

MCGREGOR SITE

This 4.3-acre site is owned by the City and located along McGregor Drive next to Highway 1. The location is currently vacant and had previously served as a site for park-and-ride shuttles to the beach during the summer months.

The parcel is located in a heavily wooded area and a property survey done in 2007 found that only about one acre of the site is buildable.⁶ The site has been strongly considered for hotel development, and the City has received interest from private developers. The site has also been the subject of public discussions for other public uses such as a skate park. Because of its remote location, the site is less effective as a City Hall site. In addition, the wooded terrain and proximity to New Brighton State Beach would potentially make for an interesting visitor destination.

The advantage to the site is that the City would not need to pay for acquisition costs. But, the disadvantages with the site's remoteness and potential for other uses makes it less desirable as a site for relocating City Hall.

⁶ Friny, Linda; *Mid-County Post*; "Capitola Investigating Small Hotel for McGregor Lot Park"; October 16, 2007.

B.2 CIVIC CENTER CASE STUDIES

In order to help identify potential options for implementing a City Hall relocation and redevelopment project in Capitola, the project team contacted several small-to-medium sized cities that have undertaken their own civic center projects over the past decade.⁷ These projects entail a multitude of different directives and ways of financing these projects. This section contains a series of case studies that summarize the general characteristics of these civic center projects, and identifies the implementation actions taken to complete them.

RICHMOND CIVIC CENTER

The City Administrative and Hall of Justice buildings sustained earthquake damage and deemed seismically unsafe. The renovation project calls for a complete overhaul of these buildings, as well as improvements to the Civic Auditorium. The City staff has operated out of temporary leased facilities for the last five years, and anticipates completion of the Civic Center project in two years. The project has been delayed due to financial problems with the City. The total cost of the renovation totals about \$100 million, and it was primarily financed with bonds.

**TABLE B-1
RICHMOND CIVIC CENTER**

Renovation, Expansion, Relocation	Renovation ... three buildings in existing 6 city-block Civic Center campus
Impetus	Earthquake damage
Project	Multiple rounds of design submission for comprehensive Civic Center campus ... two buildings completely renovated, one auditorium aesthetically updated
Ownership	Land and building: City owned
Financing	Bonds
Timetable	7 years
Square Footage	N/A
Cost	\$100 M

CHOWCHILLA CITY HALL

Chowchilla recently relocated its new City Hall across the street from the old building. The new City Hall building originally operated as a furniture store, and after the furniture store closed it was renovated into a retail shell to accommodate a grocery store that never moved into the building. The site sat vacant for ten years until the owners put it up for sale in 1998. The City purchased the property for \$425,000 in 2001 and extensively remodeled the structure. The process took longer than expected and City staff worked out of trailers for two years. The staff moved into the new 23,000 SF City Hall building in 2006.

⁷ The League of California Cities keeps track of all the communities that have proposed or completed civic center projects.

The renovation project cost \$6.2 million, and was financed by multiple sources, including bonds and RDA funds.

Private placement bonds utilize departmental repayment allocated on a per square-foot occupied basis. Revenue from quasi-governmental organizations such as the Chamber of Commerce also repay the bonds.

Redevelopment funds were used for offsite improvements such as parking lots, lighting, drainage, and landscaping. RDA funds cannot be used to directly build/renovate municipal facilities.

Developer impact fees made up a smaller funding source. The downturn in the economy reduced the availability of funds.

Enterprise funds were another smaller funding source.

The old City Hall (4,500 SF) became the new Parks and Recreation building, and façade improvements were added in order to visually link both buildings into a Civic Center campus. Future improvements include parking facilities, removal of a frontage road, and remodeling of a court building.

The new City Hall was built to accommodate 50 years of growth. Two extra spaces (1,500 SF each) are available for lease. Currently, the only outside tenant is the Chamber of Commerce. The City has also considered bringing Parks and Recreation into the new City Hall building so that they can lease out the old City Hall site in its entirety.

**TABLE B-2
CHOWCHILLA CITY HALL**

Renovation, Expansion, Relocation	Relocation/Renovation
Impetus Project	Consolidation and growth accommodation Beginning phases of a Civic Center campus ... new building across the street, old building renovated, more improvements to come
Ownership	Land and building (old): City owned Land and building (new): City owned
Financing	Bonds and RDA funding Developer fees Enterprise funds
Timetable	5 years
Square Footage	23,000 SF
Cost	\$6.2 M
Other Considerations	Overbuilt facility – extra space in new building being leased until needed by City

OAKLEY CIVIC CENTER

Oakley is a newly incorporated city that wanted to consolidate municipal services that previously spread across the city. The Civic Center project consisted of two phases. Phase I entailed construction of two 7,500 SF buildings, and required three years of construction. Phase II began as space in the new buildings started to fill up. The second phase consisted of one 15,000 SF buildings that would house the new City Council chambers and another 7,500 SF for city administration. This building opened in early-2008. The project also included construction of a “grassy knoll” outdoor park, and amphitheater.

The land was originally owned by the redevelopment agency, and they transferred the site to the City due to restrictions on RDA participation in building municipal facilities. The Civic Center project cost a total of \$11 million, and was funded entirely by debt (certificates of participation) issued against pending development fees. The City has 11,000 homes that have been approved for construction but not yet built. The fees have been paid or have been borrowed against future payments. These fees are also sufficient to fund the upcoming Senior Center, Teen Center, and Public Library.

The City saved money on the project by going with a “design build” process in which plans are reworked on-site as construction happens. This avoids having to resubmit plans and re-estimate costs on multiple changes. This type of process is not often used in California.

**TABLE B-3
OAKLEY CIVIC CENTER**

Renovation, Expansion, Relocation Impetus Project	Relocation Consolidation Desire to construct a Civic Center campus ... 2 phases ... I: two 7,500 SF buildings II: one 15,000 SF building
Ownership	Land: Redevelopment Agency transferred to City prior to construction Buildings: City owned
Financing	Developer fees
Timetable	3+ years
Square Footage	30,000 SF
Cost	\$11 M
Other Considerations	Utilized a “design build” process

RIPON CITY HALL

The City of Ripon embarked on its City Hall expansion project once the building became outdated and insufficient for their current needs. The project tripled the size of City Hall by expanding the existing building onto an adjacent lot already owned by the City. Once the new City Hall was completed, the old City Hall building was renovated for the Police Department. The project was financed with savings from the general fund.

**TABLE B-4
RIPON CITY HALL**

Renovation, Expansion, Relocation Impetus Project	Renovation/Expansion Insufficient space, consolidation and outdated facilities 2 phases ... I: expansion onto adjacent lot II: renovation of old building
Ownership	Land and building (old): City owned Land and building (new): City owned
Financing	General fund savings
Timetable	N/A
Square Footage	N/A ... expansion tripled SF

RANCHO CORDOVA CITY HALL

Rancho Cordova is a newly incorporated city near Sacramento. After incorporation, City staff had to use temporary facilities that they leased from the Fire Department. The planning process for the new City Hall took a long time with seven different plans submitted. Once the plan was selected, the City purchased the land and built a two-story 80,000 SF building. City departments occupy about 70 percent of the building, with the remaining 30 percent leased out to tenants such as the Chamber of Commerce and other community groups.

The City also built a second phase 15,000 SF building in which 50 percent of the space is currently occupied by outside tenants. The City intentionally built the facilities larger than needed in order to generate rent revenue and allow for future expansion. Both buildings are LEED certified, but the facilities manager is not aware of any tax breaks or subsidies that accompanied the effort.

The City Hall project was financed using a tax-free government loan. Conditions on this loan stipulated that only certain city organizations may occupy the building. However, soon after construction, the City refinanced, which removed the tenancy restrictions.

**TABLE B-5
RANCHO CORDOVA**

Renovation, Expansion, Relocation Impetus Project	Relocation ... new City ... no previous City Hall Needed a City Hall 7 different design submissions 2 phases ... I: 80,000 SF building II: 15,000 SF building
Ownership	Land and building (interim): Leased from Fire Department Land and building (new): City owned
Financing	Tax free government loan (strings attached) ... refinanced (cut strings)
Timetable	N/A
Square Footage	95,000 SF
Other Considerations	*Overbuilt facility – extra space in new building is being leased until needed by city * New building is LEED certified

PATTERSON CITY HALL

Until the City of Patterson moved into their new City Hall, they had leased 1,800 to 2,500 SF of temporary space in a downtown storefront location for 10 years. The new City Hall was built on the former site of a historic hotel. When the hotel burned down, the City purchased the land and turned the site into open space when it could not afford to rebuild the structure. Seven years after purchasing the land, the City raised enough money to reconstruct the historic hotel as a new 3-story 4,000 SF City Hall. The façade is an exact replica of the former hotel.

The money for the project was raised entirely from facility impact fees on new development. The original project estimates had a cost of \$3.5 million, but that cost eventually went up to \$5 million. The cost increase resulted from the oddly shaped lot, and the desire to exactly recreate a historic façade with a modern interior and large basement. The choice of the architect was driven more by their ability to recreate the structure than their cost effectiveness.

The City feels that the costs could have been further kept in check if not for the construction occurring in the middle of a building boom in the Central Valley. As a result, the project only received two contractor bids. In slower economic conditions, the City likely would have received a higher number of bids.

**TABLE B-6
PATTERSON**

Renovation, Expansion, Relocation Impetus	Relocation
Project	Needed a proper City Hall ... desire to rebuild historic landmark
Ownership	Reconstruction of the façade of a burned down historic hotel
	Land and building (old): Leased
	Land and building (new): City owned
Financing	Facility impact fees
Timetable	3+ years
Square Footage	4,000 SF
Cost	\$5 M
Other Considerations	Excess cost due to specific nature of project ... site and architecturally specific, limited contractor bids

YUCAIPA CIVIC CENTER

This project entailed the construction of a new City Hall building as well as a Civic Center park. The total budget for the two projects totaled about \$7 million.

**TABLE B-7
YUCAIPA**

Renovation, Expansion, Relocation Impetus	
Project	Renovation/Construction of a City Hall and Civic Center Park
Ownership	
Financing	
Timetable	City Hall: 1.25 years Civic Center Park: 1.5 years
Square Footage	20,000 SF
Cost	\$7 M
Other Considerations	

PROPOSED LAKE ELSINORE CIVIC CENTER

In 2007, the City sponsored a design competition for a proposed \$90 million civic center relocation project. This competition resulted in 21 entries and three designs selected as finalists. The City intended for this project to serve as a showcase for green-building technologies, sustainable development, and historic preservation standards. The planned development would combine the post office and city offices under one roof.

However, the City shelved the process in November 2007 due to economic uncertainty and controversy over the designs that came out of the competition. The proposed financing plan would have incorporated future bond allocation, New Markets Tax Credits, the general fund, impact fees, other government contributions, and any other grants or contributions available to other sources.

More recently, the City's redevelopment agency purchased a 7-acre site for \$4.1 million. This site was acquired due to lower land costs, and the City intends to use for downtown redevelopment. Potential uses still include a future civic center project. City and downtown association officials expressed support for the City continuing to acquire land parcels, especially in a down market, for future civic projects (not just the civic center).

APPENDIX C: ADDITIONAL CITY HALL SITE DEVELOPMENT CONSIDERATIONS

C.1 COST COMPARABLES FOR SITE ACQUISITION AND LEASING

COMPARABLE SALES PRICE

In order to ascertain some of the potential tradeoffs for different site acquisition and leasing options, ADE acquired the property transaction records for all of the non-residential properties that changed hands during calendar years 2007 and 2008 in northern Santa Cruz County (encompassing the area inclusive of Scotts Valley, Santa Cruz, Capitola, and the adjacent unincorporated communities).

These property records indicate that the average non-residential property in the local area sold for approximately \$1.5 million per acre, or \$35 per square foot, as shown in Table C-1. The value of the acreage will obviously vary considerably by location and by use. Altogether, the cumulative acreage of these transactions totaled about 97 acres.

It should be noted that these transactional values include the value of the site improvements, which can vary considerably from site to site. Some transactions are more for the development potential of the land itself than for the building on the site, while others account for the income potential generated by the existing buildings on the site.

**TABLE C-1
AVERAGE SALES PRICE FOR NORTHERN SANTA CRUZ COUNTY PROPERTY TRANSACTIONS (BASED ON LOT AREA), 2007 TO 2008**

Land Use	Sales Price	Acreage	Lot Square Footage	Average Sale Price Per Acre	Average Sale Price Per SF
Commercial	\$48,230,115	20.5	892,283	\$2,354,526	\$54
Office	\$30,540,000	10.3	447,013	\$2,976,028	\$68
Institutional	\$5,889,000	3.9	171,626	\$1,494,670	\$34
Vacant	\$11,535,500	2.5	109,336	\$4,595,817	\$106
Other	\$21,235,000	53.7	2,338,606	\$395,533	\$9
Hotel	\$10,575,000	2.0	86,684	\$5,314,070	\$122
Mobile Home	\$445,000	2.9	126,760	\$152,921	\$4
Parking Lot	\$18,483,500	1.3	56,628	\$14,218,077	\$326
Right of Way	\$1,086,000	0.3	10,890	\$4,344,000	\$100
Total	\$148,019,115	97.3	4,239,826	\$1,520,750	\$35

Source: ADE, Inc., data from Dataquick and Loopnet.

Within Capitola, the number of property transactions was relatively low. Among those properties that did sell during this period, the average transaction price was nearly \$4.4 million per acre, as

shown in Table C-2.⁸ Clearly this is substantially greater than the countywide average, and based on a much smaller sample of transactions.

However, as noted earlier, the Capitola Inn site (which is not included in these calculations) recently sold for \$5 million, at an average price per acre of \$1.6 million. This would price that property about on par with the average for the surrounding communities and well below what Capitola properties had been selling for.

TABLE C-2
SALES PRICES FOR CAPITOLA PROPERTY TRANSACTIONS, 2007 TO 2008

Site (Use)	Sales Price	Acreage	Lot Square Footage	Sale Price Per Acre	Sale Price Per SF
1066 41st Avenue (Vacant Commercial)	\$6,880,000	1.85	80,586	\$3,718,919	\$85
2185 41st Avenue (Retail)	\$749,000	0.21	9,148	\$3,566,667	\$82
207 Esplanade (Retail)	\$800,000	0.18	7,841	\$4,444,444	\$102
911 Capitola Avenue (Commercial)	\$4,570,000	0.51	22,216	\$8,960,784	\$206
Vacant Miscellaneous	\$3,000	0.08	3,485	\$37,500	\$1
Vacant Miscellaneous	\$900,000	0.33	14,375	\$2,727,273	\$63
Total	\$13,902,000	3.16	137,650	\$4,399,367	\$101

Source: ADE, Inc., data from Dataquick and Loopnet.

SAMPLE OF ASKING PRICES (LEASE AND SALE PROPERTIES)

In early-2009, the project team identified the commercial property listings for northern Santa Cruz County. Because of how the listings were classified, the information typically given only included the building square footage, and did not commonly identify the site acreage. With this information, the typical sale price per square foot for non-residential buildings ranged from \$208 to \$400 per square foot.

TABLE C-3
AVERAGE ASKING PRICE FOR NORTHERN SANTA CRUZ COUNTY PROPERTIES (BASED ON BUILDING SQUARE FOOTAGE)

Land Use	Sales Price	Building Square Footage	Average Sale Price Per SF
Commercial	\$36,982,710	110,314	\$335
Office	\$29,827,900	142,280	\$210
Institutional	\$24,000,000	60,052	\$400
Hotel	\$6,095,000	24,500	\$249
Religious	\$1,995,000	9,600	\$208

Source: ADE, Inc., data from Loopnet.

For leased properties, the sample of buildings offered for lease identified a countywide average of \$20 to \$25 per square foot for offices and retail commercial spaces. When looking only at properties in Capitola, the average asking price for leased office space came out to around \$19

⁸ Property transactions do not include the sale from a lot classified as a religious use, and two small vacant lots whose transactional values were considered outliers.

per square foot, while retail commercial buildings were asking \$30 per square foot, which is notably higher than the county average.

In addition, the Capitola listing that was located inside the Village had an asking price of \$43 per leased square foot, which is much higher than the city and county averages. If this asking price is reflective of the prevailing market demand, then it provides an indicator of how much more value the Village location adds to a building space.

**TABLE C-4
AVERAGE ASKING LEASE RATE FOR NORTHERN SANTA CRUZ COUNTY
AND CAPITOLA PROPERTIES**

Land Use	Average Asking Annual Lease Rate per SF
Office	\$20
Retail Commercial	\$25
Office (Capitola Only)	\$19
Retail Commercial (Capitola Only)	\$30
Retail Commercial (Capitola Village Property)	\$43

Source: ADE, Inc., data from Loopnet.

C.2 POTENTIAL COSTS FOR DIFFERENT DEVELOPMENT OPTIONS

Considering the multiple development options for the City Hall and Pacific Cove parking lot site, there is also a wide range of potential costs that go along with them. In each case, the development cost itself carries an annual cost to finance the project. However, they also include other potential funding sources that can reduce the costs. This section provides a more detailed examination of the different costs and revenues that the City would need to balance as it considers different development, redevelopment, leasing, and relocation options.

PARKING STRUCTURE COST SCENARIOS

The development of the parking garage is potentially the most complex and expensive transaction that would be potentially proposed for the City Hall and Pacific Cove parking lot site. As noted in the introductory section, the existing parking shortfall and potential future needs would create sufficient demand for between 548 and 1,022 parking spaces.

The Pacific Cove parking lot could potentially provide most of these spaces with a three or four-level parking structure.⁹ For purposes of this analysis, the assumed parking configuration will include 800 parking spaces. An 800-space structure would create a building height comparable to the existing site elevations and leave additional air space for development on top of the parking structure.

As shown in Table C-5, the construction cost for a three-level parking structure would range between \$12.7 and \$17.6 million. These costs are based on different calculation methods. One method uses a standard benchmark cost based on a construction cost of \$53 per square foot and

⁹ Based on site observation conducted by Mogavero Notestine Associates.

300 square feet per parking space, while the other cost scenarios are based on construction cost benchmarks of \$17,000 and \$22,000 per parking space.

Using debt financing, this project would result in an annual payment ranging from \$728,700 to \$1.1 million. This would be the maximum financial liability, assuming a 30-year term and 4.0 percent interest. It is unlikely that the City would move forward with this type of project using 100 percent debt financing.

Financial resources, aside from City revenues, applied for at the time of construction would potentially reduce the construction cost. These resources include construction grants from EDA and CDBG, and an in-lieu fee payment program.

The resources would also potentially include the sale of air rights over the parking structure for construction of an additional building. For a 35,000 square foot floor space, the analysis established a potential selling price of approximately \$649,000. The value is based on the recent selling price for the Capitola Inn, and could be considered on the low side for Capitola.

With the potential construction cost reductions in place, and assuming the maximum amount can be procured from the grant sources, the remaining funding gap ranges between \$4.8 to \$9.7 million, with an annual payment that ranges from \$307,300 to \$677,000.

The City could address the remaining funding gap by drawing from parking revenues. The existing parking meter revenue fund accrues approximately \$100,000 per year, which represents approximately 1/6 of the parking revenue from the Village. On average, parking meters in the Village generate about \$3,000 per year. Parking meters in the Pacific Cove parking lot generate about \$250 per year. Assuming spaces in the new parking structure generated revenue at the same rate as the current spaces in the Pacific Cove parking lot, a new 800 space structure would generate an additional \$200,000 annually. The revenues will also vary depending on whether revenues can be increased with higher meter rates and going to an electronic payment system.

Assuming that the parking structure revenues are used to fund debt to build the parking structure, this would leave a potential funding gap ranging from \$107,300 to \$477,000 annually.

Additional revenues could potentially come from other sources. For example, attraction of hotel to the City Hall and Pacific Cove site could potentially generate between \$219,000 and nearly \$493,000 of transient occupancy tax (TOT) annually.¹⁰ If applied towards the debt service, this would potentially eliminate the remaining funding gap. In addition, implementation of a parking district could result in approximately \$100,000 of additional revenue annually.

This scenario does not assume any costs for the annual operations and maintenance of the parking structure.

¹⁰ Transient Occupancy Tax calculation is based on attraction of 40 to 90 hotel rooms to the site, with an average annual occupancy rate of 75 percent and an average room rate of \$200 per night.

**TABLE C-5
COST AND REVENUE SCENARIO FOR 800-SPACE PARKING STRUCTURE
(NO SALE OF CITY HALL SITE)**

Parking Structure	Estimated Payment (\$53/SF)	Estimated Payment (\$17,000/ space)	Estimated Payment (\$22,000/space)
Parking Spaces	800	800	800
Square Feet	240,000		
Construction Cost	\$12,720,000	\$13,600,000	\$17,600,000
Interest Rate	4.0%	4.0%	4.0%
Term (Years)	30	30	30
Annual Payment	\$728,727	\$779,142	\$1,114,791
Potential Construction Cost Reduction			
Proceeds From Parking Air Rights	\$648,963	\$648,963	\$648,963
Construction Grant - EDA (Maximum)	\$2,000,000	\$2,000,000	\$2,000,000
Construction Grant - CDBG (Maximum)	\$2,000,000	\$2,000,000	\$2,000,000
CDBG/EDA Predevelopment Grants (Maximum)	\$300,000	\$300,000	\$300,000
In-Lieu Fee Program (Maximum)	\$3,000,000	\$3,000,000	\$3,000,000
Cost Reduction (Maximized Grant Value)	\$7,948,963	\$7,948,963	\$7,948,963
Funding Gap (Surplus) With Cost Reduction			
Revised Annual Payment	\$4,771,037	\$5,651,037	\$9,651,037
Potential Meter Revenue	\$307,343	\$364,032	\$677,028
Funding Gap (Surplus) With Meter Revenue			
Revenue	\$200,000	\$200,000	\$200,000
Funding Gap (Surplus) With Meter Revenue	\$107,343	\$164,032	\$477,028

Source: ADE, Inc.

Table C-6 shows the cost and revenue scenario for an 800-space parking garage that includes the cost reduction that would come from the sale of the City Hall site. This scenario assumes that the sale of the City Hall site would attract revenue of approximately \$1.5 million. The scenarios that assume the sale of the City Hall site also presume that the City Hall functions will need to relocate off-site.

With the sale from the City Hall site added into the cost reductions, the annual payment ranges from \$29,300 to \$371,700.

**TABLE C-6
COST AND REVENUE SCENARIO FOR 800-SPACE PARKING GARAGE
(INCLUDING SALE OF CITY HALL SITE)**

Parking Structure	Estimated Payment (\$53/SF)	Estimated Payment (\$17,000/space)	Estimated Payment (\$22,000/space)
Parking Spaces	800	800	800
Square Feet	240,000		
Construction Cost	\$12,720,000	\$13,600,000	\$17,600,000
Interest Rate	4.0%	4.0%	4.0%
Term (Years)	30	30	30
Annual Payment	\$728,727	\$779,142	\$1,114,791
Potential Construction Cost Reduction			
Proceeds From City Hall Site Sale	\$1,501,884	\$1,501,884	\$1,501,884
Proceeds From Parking Air Rights	\$648,963	\$648,963	\$648,963
Construction Grant - EDA (Maximum)	\$2,000,000	\$2,000,000	\$2,000,000
Construction Grant - CDBG (Maximum)	\$2,000,000	\$2,000,000	\$2,000,000
CDBG/EDA Predevelopment Grants (Maximum)	\$300,000	\$300,000	\$300,000
In-Lieu Fee Program (Maximum)	\$3,000,000	\$3,000,000	\$3,000,000
Cost Reduction (Maximized Grant Value)	\$9,450,847	\$9,450,847	\$9,450,847
Funding Gap (Surplus) With Cost Reduction	\$3,269,153	\$4,149,153	\$8,149,153
Revised Annual Payment	\$229,334	\$291,066	\$571,670
Potential Meter Revenue	\$200,000	\$200,000	\$200,000
Funding Gap (Surplus) With Meter Revenue	\$29,334	\$91,066	\$371,670

Source: ADE, Inc.

NEW CITY HALL SITE BUILDING

As shown in Table C-7, the cost of constructing a 30,000 square foot building on the City Hall site would cost between \$7.5 and \$13.2 million. This building configuration assumes that City Hall functions would remain in the same location with a new building.

At 30,000 square feet, the building would have enough space to accommodate existing City Hall functions and a new library. With just the City Hall functions, about 15,600 square feet can be leased out, with 8,600 square feet available for lease if the library is included.

The annual payment for the building will range from \$429,700 to \$765,200, assuming no cost reductions and 100 percent debt financing.

Assuming that the ground floor space can be leased for about \$37 per square foot (and remaining space leased for \$19 per square foot), this would potentially bring revenue of \$313,900 to \$488,900 annually. This leaves a remaining gap ranging from a \$59,200 surplus to a \$442,300 payment annually.

**TABLE C-7
COST AND REVENUE SCENARIO FOR NEW CITY HALL SITE BUILDING WITH
LEASABLE SPACE**

Parking Structure	30,000 SF City Hall Site Building - Low	30,000 SF City Hall Site Building - High
Construction Cost per SF	\$250	\$440
Square Feet	30,000	30,000
Construction Cost	\$7,500,000	\$13,200,000
Interest Rate	4.0%	4.0%
Term (Years)	30	30
Annual Payment	\$429,674	\$756,226
Civic Center Square Footage (With Library)	21,400	21,400
Civic Center Square Footage (No Library)	14,400	14,400
Leasable Square Footage (With Library)	8,600	8,600
Leasable Square Footage (No Library)	15,600	15,600
Ground Floor Leasable Area (With Library)	8,600	8,600
Other Leasable Area (With Library)	0	0
Ground Floor Leasable Area (No Library)	11,000	11,000
Other Leasable Area (No Library)	4,600	4,600
Lease Amount Per SF (Ground Floor Uses)	\$37	\$37
Lease Amount Per SF (Other Floors)	\$19	\$19
Potential Revenue		
Ground Floor Lease Revenue (With Library)	\$313,900	\$313,900
Ground Floor Lease Revenue (No Library)	\$401,500	\$401,500
Other Leasable Area (No Library)	\$87,400	\$87,400
Lease Revenue (With Library)	\$313,900	\$313,900
Lease Revenue (No Library)	\$488,900	\$488,900
Funding Gap (Surplus) - With Library	\$115,774	\$442,326
Funding Gap (Surplus) - No Library	(\$59,226)	\$267,326

Source: ADE, Inc.

DEVELOPMENT OF NEW OFF-SITE CITY HALL

The scenario described in Table C-8 assumes that City Hall will relocate to an off-site location. The development costs are similar to the existing site scenario described in Table C-7, except that it does not assume any excess building spaces for lease and includes potential site acquisition costs.

The construction cost will depend on the construction cost assumption and whether the new City Hall will include a library and/or fire station. For a 14,400 square foot building that only serves existing City Hall functions, the development cost ranges from \$3.6 million to \$6.3 million. Adding the library increases the cost to a range between \$5.4 million and \$10.3 million. Adding the fire station uses bumps up the cost range to \$5.3 million and \$13.2 million.

Overall, the annual payment will range between \$206,200 and \$595,600, assuming no cost reductions and 100 percent debt financing.

Potential cost reductions include CDBG and EDA grants of up to \$2 million, and the existing library fund of \$2.6 million. It should be noted that the library fund only applies to those scenarios that include the library in the development, and this fund can only be used to the extent that the new library provides a benefit to the redevelopment area. The maximized cost reduction will range from \$2.3 million to \$4.9 million.

With these cost reductions in place, the annual payment gap ranges from \$25,800 to \$478,000 for the construction cost.

However, because the City does not currently own most of the potential sites for relocating City Hall, the development scenarios also need to include the cost for site acquisition. Naturally, the site acquisition cost will depend on where the site is located and how large a site the City acquires. Using an assumption of \$5 million for site acquisition, the annual payment gap increases to a range between \$312,200 to \$764,500.

**TABLE C-8
COST AND REVENUE SCENARIO FOR NEW OFF-SITE CITY HALL SITE BUILDING**

Parking Structure	New City	New City	New City	New City
	Hall Building - Low	Hall Building - High	Hall Building With Library - Low	Hall Building With Library - High
Construction Cost per SF	\$250	\$440	\$250	\$440
Square Feet	14,400	14,400	21,400	23,400
Construction Cost	\$3,600,000	\$6,336,000	\$5,350,000	\$10,296,000
Interest Rate	4.0%	4.0%	4.0%	4.0%
Term (Years)	30	30	30	30
Annual Payment	\$206,243	\$362,988	\$306,501	\$589,856
Potential Construction Cost Reduction				
Library Fund	\$0	\$0	\$2,600,000	\$2,600,000
CDBG/EDA Construction Grants	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
CDBG/EDA Predevelopment Grants (Maximum)	\$300,000	\$300,000	\$300,000	\$300,000
Total Cost Reduction	\$2,300,000	\$2,300,000	\$4,900,000	\$4,900,000
Revised Funding Gap for Construction	\$1,300,000	\$4,036,000	\$450,000	\$5,396,000
Revised Annual Payment	\$74,477	\$231,222	\$25,780	\$309,136
Site Acquisition Cost	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Revised Funding Gap With Site Acquisition	\$6,300,000	\$9,036,000	\$5,450,000	\$10,396,000
Revised Annual Payment With Site Acquisition	\$360,926	\$517,671	\$312,230	\$595,585
Parking Structure	New City	New City	New City	New City
	Hall/Fire Building - Low	Hall/Fire Building - High	Hall/Fire Building With Library - Low	Hall/Fire Building With Library - High
Construction Cost per SF	\$250	\$440	\$250	\$440
Square Feet	21,100	21,100	28,100	30,100
Construction Cost	\$5,275,000	\$9,284,000	\$7,025,000	\$13,244,000
Interest Rate	4.0%	4.0%	4.0%	4.0%
Term (Years)	30	30	30	30
Annual Payment	\$302,204	\$531,879	\$402,461	\$758,747
Potential Construction Cost Reduction				
Library Fund	\$0	\$0	\$2,600,000	\$2,600,000
CDBG/EDA Construction Grants	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
CDBG/EDA Predevelopment Grants (Maximum)	\$300,000	\$300,000	\$300,000	\$300,000
Total Cost Reduction	\$2,300,000	\$2,300,000	\$4,900,000	\$4,900,000
Revised Funding Gap for Construction	\$2,975,000	\$6,984,000	\$2,125,000	\$8,344,000
Revised Annual Payment	\$170,437	\$400,112	\$121,741	\$478,026
Site Acquisition Cost	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Revised Funding Gap With Site Acquisition	\$7,975,000	\$11,984,000	\$7,125,000	\$13,344,000
Revised Annual Payment With Site Acquisition	\$456,886	\$686,561	\$408,190	\$764,476

Source: ADE, Inc.

CITY HALL LEASE OPTION

As another option, the City could elect to rent space for City Hall. Depending on the square footage, the annual lease payment would range from \$288,000 to \$602,000, assuming a lease rate of \$20 per square foot. If City Hall is rebuilt on the current site, this expense would need to be added to the overall cost assumption.

TABLE C-9
COST SCENARIO FOR LEASING SPACE

Off-Site Civic Center Lease	City Hall	City Hall With Library	City Hall/Fire Building With Library
Square Footage	14,400	23,400	30,100
Lease Amount Per SF	\$20	\$20	\$20
Annual Payment	\$288,000	\$468,000	\$602,000

Source: ADE, Inc.

CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
City Hall Site Needs Assessment and Alternatives Analysis Report
Consultant Name Here

THIS AGREEMENT is entered into on [Date], by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and [Consultant], hereinafter called "Consultant".

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

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

SECTION 1
Scope of Services

The services to be performed under this Agreement are for an Assessment of City Hall Site Needs and an Alternatives Analysis Report, as further detailed in Appendix One.

SECTION 2
Duties of Consultant

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

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

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

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

SECTION 3
Duties of the City

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

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

SECTION 4 **Fees and Payment**

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

SECTION 5 **Changes in Work**

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

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

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

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

Work shall begin on or about August 28, 2023.

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

SECTION 7 **Termination**

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

SECTION 8 **Insurance**

Consultant shall procure and maintain for the duration of the contract and for 1 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in

connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

SECTION 9 Indemnification

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

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

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

SECTION 10
Civil Rights Compliance/Equal Opportunity Assurance

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

SECTION 11
Legal Action/Attorneys' Fees

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

SECTION 12
Assignment

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

SECTION 13
Amendments

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

SECTION 14
Miscellaneous Provisions

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

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

CONSULTANT

By: _____
Benjamin Goldstein, City Manager

By: _____

Dated: _____

Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney

APPENDIX ONE
Scope of Services

APPENDIX TWO Fees and Payments

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

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

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

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

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$_____, without specific, written advance authorization from the City.

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

"I hereby certify as principal of the firm of Consultant Name Here, that the charge of \$_____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated Month , 2023, and has not been previously paid."