

City of Capitola

City Council Meeting Agenda

Thursday, July 25, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, 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. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code §54957.6)
Agency Designated Representatives: Mayor Kristen Brown
Unrepresented Employee: City Attorney
- ii. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)
Negotiator: Chloe Woodmansee, Assistant to the City Manager
Employee Organizations: Police Captains

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 Joe Clarke, Margaux Morgan, Alexander Pedersen, Yvette Brooks, and Mayor Kristen Brown.

2. Additions and Deletions to the Agenda

3. Presentations

Presentations are limited to eight minutes.

- A. Report from United Way on Use of City of Capitola Community Grant Funding

4. Report on Closed Session

5. Additional Materials

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

6. Oral Communications by Members of the Public

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

7. Staff / City Council Comments

Comments are limited to three minutes.

8. Consent Items

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

A. City Council Meeting Minutes

Recommended Action: Approve minutes from the regular meeting on June 27, 2024.

B. City Check Registers

Recommended Action: Approve check registers dated June 21, 2024, June 28, 2024, and July 12, 2024.

C. Opioid Settlement Funding

Recommended Action: Authorize the City to participate in the National Opioid Settlement with The Kroger Company (“Kroger”) and release all claims against Kroger in exchange for a portion of the settlement funds that will flow to the City through the State of California; authorize the City Manager and City Attorney to sign all relevant documents related to joining the settlement and executing the release of claims; and authorize the allocation of funding to the County of Santa Cruz pursuant to the City’s previously adopted Memorandum of Understanding.

D. Community Center Renovation Project

Recommended Action: Approve the plans, specifications, and construction estimate for the Capitola Community Center Renovation Project; and authorize the Public Works Department to advertise for construction bids.

E. Memorandum of Understanding with Police Captains Employee Group

Recommended Action: 1) Authorize the City Manager to execute a successor agreement to the existing Memorandum of Understanding with negotiated changes for the Police Captain employee group; and 2) adopt a resolution approving the updated salary schedule, effective July 21, 2024.

F. Real Property Exchange Between the City and Soquel Union Elementary School District

Recommended Action: Adopt a resolution approving an Agreement for Exchange of Real Property (“Exchange Agreement”) by and between the City of Capitola and the Soquel Union Elementary School District, governing the transfer of a portion of Monterey Avenue Park, comprising approximately 3,736 square feet, in exchange for a portion of New Brighton Middle School, comprising approximately 3,886; and approve the Exchange Agreement as categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guideline §15312.

9. General Government / Public Hearings

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

A. Youth Liaison Program

Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding with United Way Santa Cruz County for the City of Capitola’s participation in the Santa Cruz County Youth Liaison Program; and nominate two Council Members to serve as mentors to selected Youth Liaison participants.

B. Police Chief Recruitment Process

Recommended Action: Approve the Police Chief internal recruitment process and designate up to two City Council Members to serve on the interview panel.

C. Dogs at City Parks and Capitola Beach

Recommended Action: Receive a presentation on current dog regulations at City Parks and City Beaches and either a) take no further action, or b) identify potential changes to dog regulations and direct staff to return at a noticed future City Council meeting.

D. Ballot Argument in Favor and Rebuttal for November 2024 Measure

Recommended Action: Adopt a resolution adopting the argument in favor of the City’s Transactions and Use Tax Measure placed on the ballot by Resolution No. 4385, releasing the right to draft the rebuttal argument in favor of the City’s Transactions and Use Tax Measure to identified individuals, and amending Section 6 of Resolution No. 4385 regarding the deadline for submission of arguments for and against the City’s Transactions and Use Tax Measure

E. Ordinance Amending Capitola Municipal Code Section 2.04.275

Recommended Action: Introduce, by title only, waiving further reading of the text, an ordinance amending Capitola Municipal Code Section 2.04.274 to adjust Council Member compensation to provide an adjusted salary of \$950.00 per month for members of the City Council, to be effective upon the start of new terms of office following the November 2024 General Municipal Election; as recommended by the Capitola Finance Advisory Committee.

F. City Council Appointments to City Advisory Bodies

Recommended Action: Appoint members of the public and a youth ex-officio member to the City of Capitola Historical Museum Board and appoint a youth ex-officio member to the Finance Advisory Committee.

10. Adjournment - The next regularly scheduled City Council meeting is on August 22, 2024 at 6:00 PM.

How to View the Meeting

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**

How to Provide Comments to the City Council

Members of the public may provide public comments to the City Council in-person during the meeting. If you are unable to attend in-person, please email your comments to citycouncil@ci.capitola.ca.us and they will be included as a part of the record for the meeting. Please be aware that the City Council will not accept comments via Zoom.

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 and at Capitola City Hall prior to the meeting. 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.

Si desea asistir a esta reunión pública y necesita ayuda - como un intérprete de lenguaje de señas americano, español u otro equipo especial - favor de llamar al Departamento de la Secretaría de la Ciudad al 831-475-7300 al menos tres días antes para que podamos coordinar dicha asistencia especial o envíe un correo electrónico a jgautho@ci.capitola.ca.us.

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 by clicking on the Home Page link “Meeting Agendas/Videos.” Archived meetings can be viewed from the website at any time.

Capitola City Council Agenda Report

Meeting: July 25, 2024

From: City Manager Department

Subject: City Council Meeting Minutes



Recommended Action: Approve minutes from the regular meeting on June 27, 2024.

Background: Attached for City Council review and approval are the draft minutes from the regular meeting on June 27, 2024.

Attachments:

1. Regular Meeting Minutes 6/27

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

City of Capitola

City Council Meeting Minutes

Thursday, June 27, 2024 – 5:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, Alexander Pedersen

Closed Session – 4 PM

- i. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)
Negotiator: Mark Wilson, Labor and Employment Practice, Burke, Williams, & Sorensen, LLP;
Samantha Zutler, City Attorney
Employee Organizations: Mid-Management Employees, Police Captains, Management, and City Manager
- ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Gov't Code §54957(b))
City Council's Performance Evaluation of the City Attorney

Regular Meeting of the Capitola City Council – 5 PM

1. **Roll Call and Pledge of Allegiance** – *The meeting was called to order at 5:00 PM. In attendance: Council Members Clarke, Morgan, Vice Mayor Brooks, and Mayor Brown. Absent: Council Member Pedersen.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Presentations**
 - A. *Mayor Brown presented a Proclamation honoring July 2024 as Park and Recreation Month.*
4. **Report on Closed Session** – *The City Council met and discussed two items on the Closed Session agenda. No reportable action was taken.*
5. **Additional Materials**
 - A. *Item 9A – Five applications for the Finance Advisory Committee & one email was received.*
 - B. *Item 9B – Two emails were received.*
6. **Oral Communications by Members of the Public**
 - *Goran Klepic*
 - *Marilyn Garrett*
7. **Staff / City Council Comments**
 - *City Manager Goldstein shared an update on Consent Item 8C and shared a public service announcement to elected and appointed officials about the City's email spam filter.*
 - *City Attorney Zutler provided an update on the CBRT Ballot Measure struck down by the California Supreme Court.*
 - *Vice Mayor Brooks advised the public on programming from Central Coast Community Energy.*

- Council Member Clarke thanked Save the Wave for their efforts to include Capitola into the World Surfing Reserve.
- Mayor Brown requested that the City review parental leave provisions for elected officials.

8. Consent Items

- A. City Council Meeting Minutes
Recommended Action: Approved minutes from the regular meeting on June 13, 2024.
- B. City Check Registers
Recommended Action: Approved check registers dated May 31, 2024, and June 14, 2024.
- C. Opal Cliffs School Lease Agreement
Recommended Action: Authorized the City Manager to enter a lease agreement with the Soquel Union Elementary School District for classroom space at Opal Cliffs School beginning on July 1, 2024.
- D. Afterschool Scholarship & Equity Swim Donation
Recommended Action: Accepted a donation of \$20,000 for Afterschool Rec Club participant scholarships and \$16,000 for the Equity Swim Program from the Soquel Union Elementary School District and authorized the City Manager, or his designee, to execute a Memorandum of Understanding between the City of Capitola and the Soquel Union Elementary School District.
- E. Santa Cruz World Surfing Reserve
Recommended Action: Adopted Resolution No. 4383 to incorporate Capitola into the Santa Cruz World Surfing Reserve.
- F. Wharf Grand Opening Special Event Permit
Recommended Action: Approved a new single-day Major Special Event Permit on September 25, 2024, for the Capitola Wharf Grand Opening and Ribbon Cutting.

Motion to approve the Consent Calendar: Council Member Morgan
Second: Council Member Clarke
Voting Yea: Council Members Clarke, Morgan, Vice Mayor Brooks, Mayor Brown
Absent: Council Member Pedersen

9. General Government / Public Hearings

- A. City Council Appointments to City Advisory Bodies
Recommended Action: Appoint members of the public to the City of Capitola Finance Advisory Committee.

City Clerk Gautho presented the staff report.

Public Comments:

- **Anthony Guajardo**
- **Keith Cahalen**
- **Matt Arthur**

Motion to appoint Anthony Guajardo and Matt Arthur to terms expiring on December 31, 2024: Vice Mayor Brooks
Second: Council Member Morgan
Voting Yea: Council Members Clarke, Morgan, Vice Mayor Brooks, Mayor Brown
Absent: Council Member Pedersen

- B. 2024 General Municipal Election

Recommended Action: 1) Adopted Resolution No. 4384 ordering the 2024 General Municipal Election, requesting the Santa Cruz County Department of Elections conduct the election, and requesting consolidation of the General Municipal Election in the City of Capitola on Tuesday, November 5, 2024; and

2) Adopted Resolution No. 4385 submitting a ballot measure to Capitola voters to increase the City’s transactions and use tax through December 31, 2034 at the General Municipal Election to be held on Tuesday, November 5, 2024, requesting consolidation by the Santa Cruz County Board of Supervisors of the election regarding said measure with the Statewide General Election to be held on the same date and that Santa Cruz County provide election services with full reimbursement by the City of Capitola, directing the City Attorney to prepare an impartial analysis, authorizing the City Council to appoint two City Council Members to an ad hoc subcommittee to submit an argument supporting the Measure, and releasing the rebuttal argument.

City Clerk Gautho presented the staff report for general election actions.

Public Comments: None

Motion to adopt Resolution No. 4384: Council Member Morgan

Second: Council Member Clarke

Voting Yea: Council Members Clarke, Morgan, Vice Mayor Brooks, Mayor Brown

Absent: Council Member Pedersen

City Clerk Gautho and City Manager Goldstein presented the staff report for the proposed sales tax measure.

Public Comments: None

The City Council requested that staff look into the feasibility of creating a Resolution of Intent to address potential uses for sales tax measure revenues.

Motion to adopt Resolution No. 4385 with changes as recommended by the City Attorney; appointed Council Member Clarke and Vice Mayor Brooks to the subcommittee; and bring back an argument for City Council approval on July 25th: Vice Mayor Brooks

Second: Council Member Morgan

Voting Yea: Council Members Clarke, Morgan, Vice Mayor Brooks, Mayor Brown

Absent: Council Member Pedersen

C. VDUBlicious Car Show

Recommended Action: Approve or deny a request for a new Major Special Event Permit from the VDUBlicious Car Club requesting to host a car show in the Capitola Village on August 10, 2024, from 7:00 am to 5:00 pm.

Police Captain Ryan presented the staff report.

Public Comments:

- **Lance Lubarsky**
- **Matt Arthur**
- **Mary Beth Cahalen**
- **Anthony Guajardo**

The City Council requested that the applicant work with the Police Department to find another date and requested that staff work with special event applicants to recoup parking revenue loss.

- D. Cliff Drive Resiliency Project
Recommended Action: Received a progress report on the Cliff Drive Resiliency Project and provide feedback on design alternatives.

Public Works Director Kahn presented the staff report.

Public Comments: None

The City Council identified the Cliff Drive Resiliency Project as a high priority project.

- E. Memorandum of Understanding with the Mid-Management Employee Group and Management and City Manager Compensation Plans

Recommended Action: Authorized the City Manager to: 1) Execute a successor agreement to the existing Memorandum of Understanding with negotiated changes for the Mid-Management Employee Group, subject to technical corrections and 2) Execute a successor agreement to the existing Management Compensation Plan; and Authorized the Mayor to execute the Eighth Amendment to the City Manager Employment Agreement.

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

Public Comments: None

Motion to authorize the City Manager to execute MOU with Mid-Management and Management Compensation Plan, and authorize Mayor to execute amendment to the City Manager’s employment agreement: Council Member Morgan

Second: Council Member Clarke

Voting Yea: Council Members Clarke, Morgan, Vice Mayor Brooks, Mayor Brown

Absent: Council Member Pedersen

- F. Fiscal Year 2024-2025 Budget and Capital Improvement Program

Recommended Action: 1) Adopted Resolution No. 4386 adopting the Fiscal Year 2024-25 City Budget and Capital Improvement Program; and 2) adopted Resolution No. 4387 adopting the associated Salary Schedule and new job descriptions.

Finance Director Malberg presented the staff report.

Motion to adopt Resolution Nos. 4386 and 4387: Council Member Morgan

Second: Vice Mayor Brooks

Voting Yea: Council Members Clarke, Morgan, Vice Mayor Brooks, Mayor Brown

Absent: Council Member Pedersen

10. Adjournment – The meeting was adjourned at 6:46 PM. The next regularly scheduled City Council meeting is on July 25, 2024 at 6:00 PM.

ATTEST:

Kristen Brown, Mayor

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: Finance Department

Subject: City Check Registers



Recommended Action: Approve check registers dated June 21, 2024, June 28, 2024, and July 12, 2024.

Account: City Main				
Date	Starting Check #	Ending Check #	Payment Count	Amount
06/21/2024	106513	106556	50	\$ 266,297.01
06/28/2024	106557	106623	71	\$ 373,571.72
07/12/2024	106624	106711	95	\$ 2,016,147.68

The main account check register dated June 14, 2024, ended with check #106512.

Account: Payroll				
Date	Starting Check/EFT #	Ending Check/EFT #	Payment Count	Amount
06/21/2024	5864	5865	2	\$ 4,187.99
06/28/2024	25368	25516	149	\$ 263,289.83
07/12/2024	5866	5866	157	\$ 277,140.36

The payroll account check register dated June 14, 2024, ended with check #5863.

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

Check/EFT	Issued to	Dept	Description	Amount
106519	Axon Enterprise	PD	Fleet Dash Cameras	\$ 26,932.01
106539	Pacific Gas & Electric	PW	Monthly Utilities	\$ 20,475.80
106542	Pinnacle Scopes	PW	Binoculars for Wharf	\$ 28,339.00
1732	CalPERS Member Services Division	CM	PERS Contributions PPE 6/8/24	\$ 64,850.02
1733	Employment Development Department	CM	State Taxes PPE 6/8/24	\$ 11,149.38
1734	Internal Revenue Service	CM	Federal Taxes & Medicare PPE 6/8/24	\$ 38,517.88
106560	Bear Electrical Solutions	PW	Capitola Road Project Post & APS Upgrades	\$ 37,150.00
106562	Betz Works Inc	PW	Park at Rispin Mansion Project Services	\$ 105,000.00
106566	Burke Williams and Sorensen LLP	CM	May Legal Services	\$ 57,220.38

106568	Chavan & Associates LLP	Fin	City Audit Services	\$ 16,800.00
106572	Community Arts & Empowerment	PW	Capitola Wharf Mosaics	\$ 20,406.00
106578	CSW Struber Stroeh Engineering Group	PW	Cliff Drive Resiliency Project Services	\$ 15,595.25
106597	Kimley Horn and Associates	PW	Park Ave Traffic Calming Project Services	\$ 10,277.50
106616	Santa Cruz County Animal Shelter	PD	Quarterly Animal Services Contribution	\$ 10,505.00
1741	Wells Fargo Bank	Fin	May Credit Card Charges	\$ 14,366.13
106632	American Steel Carports Inc	PW	Temporary Wharf Buildings	\$ 17,551.16
106638	Boone Low Ratliff Architects	PW	Jade St Community Center Design Services	\$ 23,701.36
106639	CALE America Inc	PD	CALE Active Meters Services	\$ 71,388.71
106645	Cresco Equipment Rentals	PW	Beach Grading Equipment Rental	\$ 12,470.25
106647	Cushman Contracting Group Escrow	PW	May Wharf Project Retainer	\$ 32,464.17
106648	Cushman Contracting Corporation	PW	May Wharf Resiliency and Public Access Project Services	\$ 616,674.39
106655	Fuse Architects Inc	PW	CWEP Final Construction Designs	\$ 52,619.40
106667	Kimley Horn and Associates Inc	PW	Bay Ave / Hill St Intersection Analysis Services	\$ 11,985.90
106676	MBASIA	CM	FY24-25 Insurance Premiums	\$ 539,110.79
106681	Novo Solutions Inc	PW	Work Order Management Software	\$ 10,950.00
106692	Santa Cruz Regional 911	PD	FY24/25 First Quarter Operating Contribution	\$ 187,033.70
106701	The Ed Jones Company	PD	CPD Badges	\$ 15,368.65
106705	US Bank	Fin	Pac Cove Facility Lease	\$ 79,728.64
1743	CalPERS Health Insurance	CM	July Health Insurance	\$ 75,944.66
1744	CalPERS Member Services Division	CM	PERS Contributions PPE 6/22/24	\$ 66,073.28
1745	Employment Development Department	CM	State Taxes PPE 6/22/24	\$ 13,764.51
1746	Internal Revenue Service	CM	Federal Taxes & Medicare PPE 6/22/24	\$ 48,937.60

Attachments:

1. 06-21-24 Check Register
2. 06-28-24 Check Register
3. 07-12-24 Check Register

Report Prepared By: Luis Ruiz, Accountant I

Reviewed By: Julia Gautho, City Clerk and Jim Malberg, Finance Director

Approved By: Jamie Goldstein, City Manager

City main account checks dated June 21, 2024, numbered 106513 to 106556 totaling \$138,856.83, 6 EFTs totaling \$127,440.18, and 2 payroll checks totaling \$4,187.99 for a grand total of \$270,485.00, have been reviewed and authorized for distribution by the City Manager.

As of June 21, 2024, the unaudited cash balance is \$5,883,681.57.

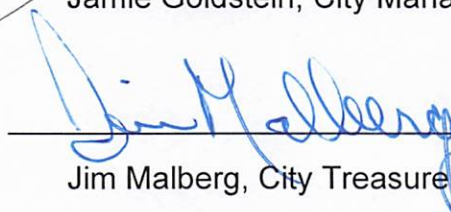
**CASH POSITION - CITY OF CAPITOLA
June 21, 2024**

	<u>6/21/2024</u>
General Fund ⁽¹⁾	\$ 2,018,066.86
Payroll Payables	\$ 48,031.57
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (2,242,144.12)
Stores Fund	\$ 58,827.76
Information Technology Fund	\$ 190,808.56
Equipment Replacement	\$ 287,156.79
Self-Insurance Liability Fund	\$ 24,385.58
Workers' Comp. Ins. Fund	\$ 6,822.54
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u><u>\$ 5,883,681.57</u></u>

(1) June 21st balance includes \$4.24 million non-current investments



 Jamie Goldstein, City Manager 6/21/24
Date



 Jim Malberg, City Treasurer 6/21/24
Date

City Checks Issued June 21, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106513	06/21/2024			ACE PORTABLE SERVICES	\$561.72
	Invoice	Date	Description		Amount
	I25403	06/14/2024	Cleaning services		\$561.72
106514	06/21/2024			AMAZON CAPITAL SERVICES	\$1,685.33
	Invoice	Date	Description		Amount
	1JWN-KPCV-6RFH	06/16/2024	Canopy tents, markers		\$1,544.02
	1YHF-FH7M-PYJN	06/13/2024	Basketballs		\$141.31
106515	06/21/2024			ARCADIA PUBLISHING	\$315.97
	Invoice	Date	Description		Amount
	24950669	06/13/2024	Historical books		\$315.97
106516	06/21/2024			AT&T/CALNET 3	\$264.25
	Invoice	Date	Description		Amount
	000021858510	06/13/2024	June telephone service		\$264.25
			1000 - General Fund		\$201.80
			2211 - ISF - Information Technology		\$62.45
106517	06/21/2024			AT&T/CALNET 3	\$1,692.51
	Invoice	Date	Description		Amount
	000021859178	06/13/2024	June T-1 access		\$1,692.51
106518	06/21/2024			AUDREY DILLON	\$214.50
	Invoice	Date	Description		Amount
	AD061624	06/16/2024	Instructor payment		\$214.50
106519	06/21/2024			AXON ENTERPRISE INC.	\$26,932.01
	Invoice	Date	Description		Amount
	INUS214836	01/01/2024	Fleet Dash Cameras		\$20,700.37
	INUS214746	01/01/2024	Dash cams, cameras, door trigger hardware		\$6,231.64
			2212 - ISF - Equipment Replacement		
106520	06/21/2024			BEAR ELECTRICAL SOLUTIONS INC.	\$1,324.55
	Invoice	Date	Description		Amount
	22935	05/28/2024	May traffic signal maintenance services - response		\$677.75
	22822	05/28/2024	May traffic signal maintenance services - routine		\$646.80
			1310 - Gas Tax		
106521	06/21/2024			BRONZE WORKS, INC.	\$8,000.00
	Invoice	Date	Description		Amount
	BW061224	06/12/2024	CWEP: Bronze Marine Life Estimates Deposit		\$8,000.00
			1200 - Capital Improvement Fund		

City Checks Issued June 21, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106522	06/21/2024			CA DEPARTMENT OF JUSTICE	\$539.00
	Invoice	Date	Description		Amount
	740000	06/05/2024	May Fingerprinting		\$539.00
106523	06/21/2024			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,044.50
	Invoice	Date	Description		Amount
	POA061424	06/14/2024	POA & gym dues PPE 6/8/24		\$1,044.50
			1001 - Payroll Payables		
106524	06/21/2024			CARIN HANNA	\$1,686.78
	Invoice	Date	Description		Amount
	CH061124	06/11/2024	BIA Reimbursement		\$1,686.78
			1321 - BIA - Capitola Village-Wharf BIA		
106525	06/21/2024			CORODATA SHREDDING INC.	\$55.87
	Invoice	Date	Description		Amount
	DN1471945	05/31/2024	Records shredding		\$55.87
106526	06/21/2024			ENVIRONMENTAL INNOVATIONS INC.	\$2,428.70
	Invoice	Date	Description		Amount
	2600	05/31/2024	CalRecycle May outreach		\$2,428.70
106527	06/21/2024			EQUITABLE	\$3,214.22
	Invoice	Date	Description		Amount
	1564336	05/13/2024	June supplemental insurance		\$3,214.22
			1001 - Payroll Payables		
106528	06/21/2024			FLYERS ENERGY LLC	\$5,242.35
	Invoice	Date	Description		Amount
	24-116284	06/14/2024	523 gallons gasoline		\$2,618.73
	24-116285	06/14/2024	88 gallons diesel		\$436.11
	24-117097	06/17/2024	Motor oil		\$2,187.51
106529	06/21/2024			HD SUPPLY FORMERLY HOME DEPOT PRO	\$3,201.68
	Invoice	Date	Description		Amount
	808707939	06/07/2024	Cleaning supplies		\$3,201.68
106530	06/21/2024			HEARTSHARE TRAINING	\$1,380.00
	Invoice	Date	Description		Amount
	INVHS002082	06/05/2024	CPR Training		\$1,380.00
			1305 - Restricted TOT		

City Checks Issued June 21, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106531	06/21/2024			KING'S PAINT AND PAPER INC.	\$128.43
	Invoice	Date	Description		Amount
	TB8Z4	06/13/2024	Paint		\$56.88
	ZLYWF	06/14/2024	Paint		\$71.55
106532	06/21/2024			LABORMAX STAFFING	\$1,987.86
	Invoice	Date	Description		Amount
	26-386080	06/14/2024	Public works seasonal labor 6/8 - 6/14		\$1,987.86
106533	06/21/2024			LAURA ALIOTO	\$65.00
	Invoice	Date	Description		Amount
	LA061624	06/16/2024	Instructor payment		\$65.00
106534	06/21/2024			LISA RUPP	\$702.00
	Invoice	Date	Description		Amount
	LMR061624	06/16/2024	Instructor payment		\$702.00
106535	06/21/2024			MOFFATT AND NICHOL	\$3,240.21
	Invoice	Date	Description		Amount
	00788777	05/16/2024	Wharf design services through 4/27/2024		\$3,240.21
			1200 - Capital Improvement Fund		
106536	06/21/2024			NIGEL BELTON	\$237.50
	Invoice	Date	Description		Amount
	3016	06/16/2024	Consulting Arborist Services - 49th Ave & Cap Ave		\$237.50
106537	06/21/2024			O'REILLY AUTO PARTS	\$145.66
	Invoice	Date	Description		Amount
	2763-440300	06/06/2024	Window reg panel		\$69.73
	2763-441250	06/10/2024	Window reg panel		\$75.93
106538	06/21/2024			OPPOSITE OF EAST	\$3,000.00
	Invoice	Date	Description		Amount
	000212-003	06/10/2024	BIA Communications Manager Services		\$3,000.00
			1321 - BIA - Capitola Village-Wharf BIA		

City Checks Issued June 21, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106539	06/21/2024			PACIFIC GAS & ELECTRIC	\$20,475.80
	Invoice	Date	Description		Amount
	PGE061224-acct5	06/12/2024	June Pacific Cove parking lot utilities		\$2,218.76
	PGE061224-acct9	06/12/2024	June Monthly utilities		\$15,757.04
	0008303750-7	06/07/2024	Park at Rispin Mansion Engineering Advance		\$2,500.00
			1000 - General Fund		\$9,126.44
			1200 - Capital Improvement Fund		\$2,500.00
			1300 - SLESF - Supl Law Enfc		\$103.34
			1310 - Gas Tax		\$8,210.60
			1311 - Wharf		\$535.42
106540	06/21/2024			PALACE BUSINESS SOLUTIONS	\$51.57
	Invoice	Date	Description		Amount
	2352619-0	06/18/2024	Markers		\$20.82
	2352071-0	06/14/2024	Tape, pencils		\$30.75
106541	06/21/2024			PETERSON CATERPILLAR	\$212.54
	Invoice	Date	Description		Amount
	PC080207595	06/06/2024	Hosing		\$212.54
106542	06/21/2024			PINNACLE SCOPES INC.	\$28,339.00
	Invoice	Date	Description		Amount
	20240607	04/02/2024	Binoculars for Wharf		\$28,339.00
			1200 - Capital Improvement Fund		
106543	06/21/2024			RRM DESIGN GROUP	\$178.00
	Invoice	Date	Description		Amount
	2757-01-0524	06/14/2024	May Capitola Housing Element Update Services		\$178.00
			1313 - General Plan Update and Maint		
106544	06/21/2024			SAN LORENZO LUMBER	\$181.28
	Invoice	Date	Description		Amount
	55-0892576	06/13/2024	Lumber		\$181.28

City Checks Issued June 21, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106545	06/21/2024			SANTA CRUZ AUTO PARTS INC.	\$1,295.63
	Invoice	Date	Description		Amount
	14508-497813	06/06/2024	Ful-thane, mix		\$329.64
	14508-498021	06/10/2024	Caulking gun		\$79.15
	14508-497012	05/28/2024	Acrylic activator, ful base reducer, paint, foam grip		\$604.91
	14508-497731	06/06/2024	Solvent base, armor aero, stikit		\$281.93
106546	06/21/2024			SANTA CRUZ MUNICIPAL UTILITIES	\$298.09
	Invoice	Date	Description		Amount
	SCMU060724	06/07/2024	May water service for medians		\$298.09
106547	06/21/2024			SKATEKAMP LLC	\$1,092.00
	Invoice	Date	Description		Amount
	SK061624	06/16/2024	Instructor payment		\$1,092.00
106548	06/21/2024			SKY DESIGN	\$4,987.50
	Invoice	Date	Description		Amount
	0219127	06/13/2024	Capitola Wharf Signage 1200 - Capital Improvement Fund		\$4,987.50
106549	06/21/2024			SOQUEL CREEK WATER DISTRICT	\$154.04
	Invoice	Date	Description		Amount
	06-14476-0061024	06/10/2024	06-14476-00 430 Kennedy Drive water service		\$154.04
106550	06/21/2024			SUZANNE LERNER	\$390.00
	Invoice	Date	Description		Amount
	SL061624	06/16/2024	Instructor payment		\$390.00
106551	06/21/2024			THE SIGN SHOP	\$2,850.00
	Invoice	Date	Description		Amount
	2119	06/18/2024	Capitola Police New Signs		\$2,850.00
106552	06/21/2024			UPEC LIUNA LOCAL 792	\$1,010.00
	Invoice	Date	Description		Amount
	UPEC063024	06/14/2024	June UPEC dues 1001 - Payroll Payables		\$1,010.00

City Checks Issued June 21, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106553	06/21/2024			US BANK PARS Acct 6746022400	\$2,962.03
	Invoice	Date	Description		Amount
	PARS061424	06/14/2024	PARS contributions PPE 6/8/24		\$2,962.03
			1000 - General Fund		\$29.37
			1001 - Payroll Payables		\$2,932.66
106554	06/21/2024			VERIZON WIRELESS	\$2,925.50
	Invoice	Date	Description		Amount
	9966304198	06/10/2024	June telephone charges		\$2,925.50
106555	06/21/2024			VICTORIA M JOHNSON	\$536.25
	Invoice	Date	Description		Amount
	VMMJ061624	06/16/2024	Instructor payment		\$536.25
106556	06/21/2024			WRA, INC.	\$1,627.00
	Invoice	Date	Description		Amount
	340110-53777	05/24/2024	Soquel Creek Bulkhead Repairs Consulting Services thru 5/24/2.		\$1,627.00
			1200 - Capital Improvement Fund		
Type Check Totals:					\$138,856.83
<u>EFT</u>					
1732	06/17/2024			CalPERS Member Services Division	\$64,850.02
	Invoice	Date	Description		Amount
	1002663023-6	06/14/2024	PERS contributions PPE 6/8/24		\$64,850.02
			1000 - General Fund		\$0.34
			1001 - Payroll Payables		\$64,849.68
1733	06/17/2024			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$11,149.38
	Invoice	Date	Description		Amount
	0-058-979-088	06/14/2024	State taxes PPE 6/8/24		\$11,149.38
			1001 - Payroll Payables		
1734	06/17/2024			INTERNAL REVENUE SERVICE	\$38,517.88
	Invoice	Date	Description		Amount
	62665641	06/14/2024	Federal taxes & Medicare PPE 6/8/24		\$38,517.88
			1001 - Payroll Payables		

City Checks Issued June 21, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1735	06/17/2024			STATE DISBURSEMENT UNIT	\$1,469.06
	Invoice	Date	Description		Amount
	48610760	06/14/2024	Employee garnishments PPE 6/8/24		\$1,469.06
			1001 - Payroll Payables		
1736	06/17/2024			VOYA FINANCIAL	\$7,953.84
	Invoice	Date	Description		Amount
	VOYA061424	06/14/2024	Employee 457 contributions PPE 6/8/24		\$7,953.84
			1001 - Payroll Payables		
1737	06/17/2024			PACIFIC GAS & ELECTRIC	\$3,500.00
	Invoice	Date	Description		Amount
	0008304819-9	06/11/2024	Community Center Engineering Advance		\$3,500.00
			1200 - Capital Improvement Fund		
Type EFT Totals:					\$127,440.18
Main City Totals					
			Count		Total
Checks			44		\$138,856.83
EFTs			6		\$127,440.18
All			50		\$266,297.01
Payroll Totals					
Checks			2		\$4,187.99
EFTs			0		\$0.00
All			2		\$4,187.99
Grand Totals:					
Checks			46		\$143,044.82
EFTs			6		\$127,440.18
All			52		\$270,485.00

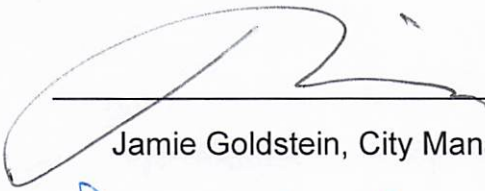
City main account checks dated June 28, 2024, numbered 106557 to 106623 totaling \$357,335.76, 4 EFTs totaling \$16,235.96, and 149 payroll EFTs totaling \$263,289.83 for a grand total of \$636,861.55, have been reviewed and authorized for distribution by the City Manager.

As of June 28, 2024, the unaudited cash balance is \$6,213,698.57.

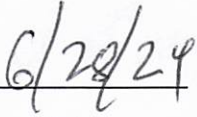
CASH POSITION - CITY OF CAPITOLA
June 28, 2024

	<u>6/28/2024</u>
General Fund ⁽¹⁾	\$ 2,068,628.99
Payroll Payables	\$ 231,577.65
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (2,145,387.58)
Stores Fund	\$ 58,449.33
Information Technology Fund	\$ 190,339.24
Equipment Replacement	\$ 287,156.79
Self-Insurance Liability Fund	\$ 24,385.58
Workers' Comp. Ins. Fund	\$ 6,822.54
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u><u>\$ 6,213,698.57</u></u>

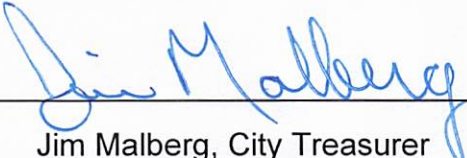
(1) June 28th balance includes \$4.24 million non-current investments



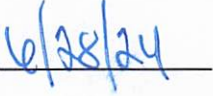
Jamie Goldstein, City Manager



Date



Jim Malberg, City Treasurer



Date

City Checks Issued June 28, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106557	06/28/2024			ABRAHAM CAMACHO	\$103.75
	Invoice	Date	Description		Amount
	AC061824	06/18/2024	Outer Carrier Vest Repairs		\$103.75
106558	06/28/2024			AMAZON CAPITAL SERVICES	\$311.23
	Invoice	Date	Description		Amount
	197R-3L3V-6YG9	06/16/2024	iPad Case		\$63.71
	1N3J-H3JN-M3CP	05/29/2024	Otterbox Commuter Case		\$34.87
	19WT-LT11-VTRC	06/18/2024	Credit Memo for 1N3J-H3JN-M3CP		(\$34.87)
	1D1W-644F-DWTX	06/26/2024	Polishing wheel		\$28.32
	14XR-LY41-FP4L	06/26/2024	Work gloves		\$219.20
106559	06/28/2024			B & B SMALL ENGINE REPAIR	\$636.55
	Invoice	Date	Description		Amount
	18073	06/25/2024	Hand weeder, cinch trap		\$82.83
	17264	06/18/2024	Backplate, harnesses, service kit, fan housing, services		\$297.60
	17263	06/18/2024	Carrying system, connecting cable, mesh		\$256.12
106560	06/28/2024			BEAR ELECTRICAL SOLUTIONS INC.	\$37,150.00
	Invoice	Date	Description		Amount
	23000	06/13/2024	Capitola Road Project PPB Post & APS Upgrades		\$19,500.00
	23003	06/13/2024	Capitola Road Project PPB Post & APS Upgrades		\$17,650.00
			1200 - Capital Improvement Fund		
106561	06/28/2024			BEN NOBLE	\$7,507.50
	Invoice	Date	Description		Amount
	1480	06/21/2024	Capitola Zoning Code Update		\$7,507.50
			1313 - General Plan Update and Maint		
106562	06/28/2024			BETZ WORKS INC	\$105,000.00
	Invoice	Date	Description		Amount
	24177	06/20/2024	Park at Rispin Mansion Project Services		\$105,000.00
			1200 - Capital Improvement Fund		
106563	06/28/2024			BIOBAG AMERICAS INC.	\$2,517.90
	Invoice	Date	Description		Amount
	INV506122	06/20/2024	Dog waste bags		\$2,517.90
106564	06/28/2024			BROPRINTS INC.	\$1,321.38
	Invoice	Date	Description		Amount
	20859	05/31/2024	Jr. Guards Patches		\$1,321.38
106565	06/28/2024			BUNDLE BANDS/CLIPPER TAGS	\$115.45
	Invoice	Date	Description		Amount
	915	06/20/2024	2' Carboard Refills		\$115.45

City Checks Issued June 28, 2024

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106566	06/28/2024			BURKE WILLIAMS AND SORENSEN LLP	\$57,220.38
	Invoice	Date	Description		Amount
	323417	06/01/2024	February Labor & Employment Legal Services		\$11,007.50
	323526	06/25/2024	May Planning Legal Services		\$5,692.50
	323527	06/25/2024	May Parks and Recreation Legal Services		\$55.00
	323528	06/25/2024	May Public Works Legal Services		\$3,437.50
	323529	06/25/2024	May Labor Negotiations Legal Services		\$15,420.00
	323530	06/25/2024	May 4401 Capitola Road Legal Services		\$136.50
	323531	06/25/2024	May Public Records Act Requests		\$6,805.00
	323523	06/25/2024	May Labor and Employment Legal Services		\$3,827.50
	323524	06/25/2024	May City Attorney Services		\$10,688.88
	323525	06/25/2024	May Litigation Legal Services		\$150.00
106567	06/28/2024			CARIN HANNA	\$4,472.13
	Invoice	Date	Description		Amount
	CH062524	06/25/2024	BIA Reimbursement		\$4,472.13
			1321 - BIA - Capitola Village-Wharf BIA		
106568	06/28/2024			CHAVAN & ASSOCIATES, LLP	\$16,800.00
	Invoice	Date	Description		Amount
	C&A-18330	06/25/2024	City Audit Services		\$16,800.00
106569	06/28/2024			CHRIS E. VASQUEZ	\$1,250.00
	Invoice	Date	Description		Amount
	CV073124	07/31/2024	Twilight Concert 7/31/24		\$1,250.00
106570	06/28/2024			CINTAS CORPORATION	\$90.13
	Invoice	Date	Description		Amount
	5216635558	06/18/2024	First Aid Replenishment		\$90.13
106571	06/28/2024			CLASSIFIED SOUND	\$1,950.00
	Invoice	Date	Description		Amount
	240619A	06/19/2024	Twilight Concert Sound Engineer 6.19.24		\$975.00
	240626A	06/26/2024	Twilight Concert Sound Engineer 6.26.24		\$975.00
106572	06/28/2024			COMMUNITY ARTS & EMPOWERMENT	\$20,406.00
	Invoice	Date	Description		Amount
	06202024	06/20/2024	Capitola Wharf Mosaics 50% Deposit		\$20,406.00
			1200 - Capital Improvement Fund		
106573	06/28/2024			COMMUNITY PRINTERS	\$144.70
	Invoice	Date	Description		Amount
	37762011	06/24/2024	Notice to Defendant Forms		\$144.70

City Checks Issued June 28, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106574	06/28/2024			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$1,864.50
	Invoice	Date	Description		Amount
	3449	05/15/2024	May televised meetings		\$1,864.50
106575	06/28/2024			CONSUELO ENDRIGO-WILLIAMS	\$234.00
	Invoice	Date	Description		Amount
	CEW062424	06/24/2024	Instructor payment		\$234.00
106576	06/28/2024			COVELLO AND COVELLO PHOTOGRAPHY	\$4,784.60
	Invoice	Date	Description		Amount
	1052	06/19/2024	Photography sessions		\$4,784.60
106577	06/28/2024			CSG Consultants Inc.	\$3,741.38
	Invoice	Date	Description		Amount
	B240887	06/03/2024	May building plan review services		\$3,741.38
106578	06/28/2024			CSW-STUBER-STROEH ENGINEERING GROUP INC	\$15,595.25
	Invoice	Date	Description		Amount
	2406097	06/26/2024	Cliff Drive Resiliency Project Services thru 6/2/24		\$15,595.25
			1200 - Capital Improvement Fund		
106579	06/28/2024			CYNTHIA LARSON	\$800.00
	Invoice	Date	Description		Amount
	CL071224	07/12/2024	Food Truck Friday Performance 7/12/24		\$800.00
106580	06/28/2024			D & G SANITATION	\$1,040.43
	Invoice	Date	Description		Amount
	306391	05/31/2024	May Skate Park hand wash station, portable toilets		\$501.78
	306392	05/31/2024	Lower parking lot portable toilet rental		\$538.65
106581	06/28/2024			DANA LYNN SCHMIDT	\$351.00
	Invoice	Date	Description		Amount
	DLS062424	06/24/2024	Instructor payment		\$351.00
106582	06/28/2024			DAVID SCOTT COBABE	\$1,248.00
	Invoice	Date	Description		Amount
	DC062424	06/24/2024	Instructor payment		\$1,248.00
106583	06/28/2024			DON CARUTH	\$1,250.00
	Invoice	Date	Description		Amount
	DC072424	07/24/2024	Twilight Concert 7/24/24		\$1,250.00
106584	06/28/2024			EXTRA LARGE	\$1,250.00
	Invoice	Date	Description		Amount
	6341	07/17/2024	Twilight Concert 7/17/24		\$1,250.00

City Checks Issued June 28, 2024

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106585	06/28/2024			FIRST ALARM	\$282.87
	Invoice	Date	Description		Amount
	828448	06/15/2024	Evidence Building Monitoring Service for 7/1/24 - 9/30/24		\$282.87
106586	06/28/2024			GALLS LLC	\$19.60
	Invoice	Date	Description		Amount
	028081109	05/30/2024	Uniform Buttons		\$19.60
106587	06/28/2024			GEORGE H WILSON INC.	\$3,606.00
	Invoice	Date	Description		Amount
	20554370	06/12/2024	PD HVAC work		\$3,606.00
106588	06/28/2024			GEORGE McMENAMIN	\$1,809.67
	Invoice	Date	Description		Amount
	GM063024	06/30/2024	Bay St. & Peery Park maintenance		\$1,809.67
106589	06/28/2024			HANYA FOJACO	\$1,140.75
	Invoice	Date	Description		Amount
	HF062424	06/25/2024	Instructor payment		\$1,140.75
106590	06/28/2024			HASCO STATIONS, LLC	\$59.50
	Invoice	Date	Description		Amount
	INV-129476	06/15/2024	Carwash Closing Date 6/15/2024		\$59.50
106591	06/28/2024			HD SUPPLY FORMERLY HOME DEPOT PRO	\$82.49
	Invoice	Date	Description		Amount
	809393325	06/12/2024	Multi purpose cleaner		\$82.49
106592	06/28/2024			HINDERLITER DELLAMAS AND ASSOCIATES	\$3,056.63
	Invoice	Date	Description		Amount
	SIN039869	06/30/2024	District Sales Tax Auditing Services Q4 44053		\$1,856.63
	SIN039897	06/30/2024	District Sales tax auditing services Q4 60113		\$600.00
	SIN039936	06/30/2024	District Sales tax auditing services Q4 60334		\$600.00
106593	06/28/2024			HOME DEPOT CREDIT SERVICES	\$1,823.12
	Invoice	Date	Description		Amount
	2510586	06/13/2024	Folding table (10)		\$543.68
	1622150	06/14/2024	Bucket, paper towels, folding table (2), folding chair (16)		\$420.39
	8515178	06/07/2024	Memorial bench supplies, belt sander		\$669.48
	2621971	06/13/2024	Extension cords (3)		\$189.57
106594	06/28/2024			INTERNATIONAL BRONZE PLAQUE COMPANY	\$195.00
	Invoice	Date	Description		Amount
	76291	06/25/2024	Memorial Plaques		\$195.00

City Checks Issued June 28, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106595	06/28/2024			JIM MALBERG - PETTY CASH CUSTODIAN	\$423.25
	Invoice	Date	Description		Amount
	PC062824	06/28/2024	Petty cash expenses April - June		\$423.25
106596	06/28/2024			KBA Document Solutions LLC	\$469.32
	Invoice	Date	Description		Amount
	55Y1463776	06/21/2024	City Hall copier usage charges 2211 - ISF - Information Technology		\$469.32
106597	06/28/2024			KIMLEY HORN AND ASSOCIATES INC	\$10,277.50
	Invoice	Date	Description		Amount
	28212822	05/31/2024	Park Ave Traffic Calming Project Services through 5/31/24		\$2,777.50
	28212826	05/31/2024	41st Ave Multimodal Corridor Improvements thru 5.31.24 1000 - General Fund 1200 - Capital Improvement Fund		\$7,500.00 \$2,777.50
106598	06/28/2024			KOSMONT COMPANIES	\$273.00
	Invoice	Date	Description		Amount
	2309.5-006	02/29/2024	February Consulting Services Capitola Mall		\$273.00
106599	06/28/2024			LABORMAX STAFFING	\$1,393.20
	Invoice	Date	Description		Amount
	26-387488	06/21/2024	Public works seasonal labor 6/15 - 6/21		\$1,393.20
106600	06/28/2024			LAURA ALIOTO	\$312.00
	Invoice	Date	Description		Amount
	LA062424	06/24/2024	Instructor payment		\$312.00
106601	06/28/2024			LINDE GAS & EQUIPMENT INC.	\$242.42
	Invoice	Date	Description		Amount
	43617708	06/22/2024	Acetylene rental		\$242.42
106602	06/28/2024			LOS GATOS MEATS, INC.	\$2,400.00
	Invoice	Date	Description		Amount
	41194	05/31/2024	Scoops of Ice Cream		\$2,400.00
106603	06/28/2024			MBS BUSINESS SYSTEMS	\$664.30
	Invoice	Date	Description		Amount
	472269	06/20/2024	PD copier usage charges		\$664.30
106604	06/28/2024			MICHAEL HAMMAR JR.	\$1,250.00
	Invoice	Date	Description		Amount
	MK071024	07/10/2024	Twilight Concert 7/10/24		\$1,250.00

City Checks Issued June 28, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106605	06/28/2024			MINIUM, KELLY	\$1,000.00
	Invoice	Date	Description		Amount
	MK052424	05/24/2024	Completion of Choice Leadership Training		\$1,000.00
106606	06/28/2024			MISSION LINEN SUPPLY	\$385.62
	Invoice	Date	Description		Amount
	521827094	06/19/2024	Corp. Yard linen service		\$85.87
	521827095	06/19/2024	Corp. Yard linen service		\$115.13
	521865979	06/26/2024	Fleet towels, uniform cleaning		\$39.31
	521865980	06/26/2024	Corp. Yard linen service		\$145.31
106607	06/28/2024			MRA SALES INC	\$1,100.00
	Invoice	Date	Description		Amount
	2401	06/19/2024	Group surf lessons		\$1,100.00
106608	06/28/2024			MV TRANSPORTATION INC.	\$1,860.00
	Invoice	Date	Description		Amount
	129907	06/05/2024	Beach Shuttle May 2024		\$1,860.00
106609	06/28/2024			OUTDOOR SUPPLY HARDWARE	\$167.01
	Invoice	Date	Description		Amount
	J56552	06/18/2024	Pulleys, rope, swivel snaps, steel loop		\$136.51
	J56614	06/18/2024	Poly rope		\$30.50
106610	06/28/2024			PALACE BUSINESS SOLUTIONS	\$92.76
	Invoice	Date	Description		Amount
	2353276-0	06/21/2024	Printing Paper		\$82.83
	2353282-0	06/21/2024	Envelopes		\$9.93
106611	06/28/2024			PAST CONSULTANTS LLC	\$4,500.00
	Invoice	Date	Description		Amount
	PC061024	06/10/2024	#23-0379 1532 Wharf Rd. Historic Evaluation		\$4,500.00
106612	06/28/2024			PHOENIX GROUP INFORMATION SYSTEMS	\$5,139.95
	Invoice	Date	Description		Amount
	052024070	06/18/2024	May 2024 Citation Processing		\$5,139.95
106613	06/28/2024			PITNEY BOWES	\$325.26
	Invoice	Date	Description		Amount
	PB061924	06/19/2024	City Hall postage meter rental		\$325.26
			2210 - ISF - Stores Fund		
106614	06/28/2024			REBECCA ROUDMAN	\$1,250.00
	Invoice	Date	Description		Amount
	RR070324	07/03/2024	Twilight Concert 7/3/24		\$1,250.00

City Checks Issued June 28, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106615	06/28/2024			ROBERT M PATTERSON	\$50.00
	Invoice	Date	Description		Amount
	RMP061424	06/14/2024	Administrative Reviews Billing Statement 6/14/2024		\$50.00
106616	06/28/2024			SANTA CRUZ COUNTY ANIMAL SHELTER	\$10,505.00
	Invoice	Date	Description		Amount
	23/24-SuppCA	06/22/2024	Quarterly animal services contribution supplemental		\$10,505.00
106617	06/28/2024			SANTA CRUZ COUNTY DEPT OF PUBLIC WORKS	\$306.72
	Invoice	Date	Description		Amount
	ZONEV-20230067	06/25/2024	Zone V pass through payment		\$306.72
106618	06/28/2024			SANTA CRUZ COUNTY SANITATION DISTRICT	\$2,887.34
	Invoice	Date	Description		Amount
	SCC062024	06/20/2024	Annual Sewer Service Discharge permit DWD001		\$2,887.34
106619	06/28/2024			SOQUEL CREEK WATER DISTRICT	\$2,786.20
	Invoice	Date	Description		Amount
	08-15299-0061724	06/17/2024	08-15299-00 Monterey Ave. water		\$80.44
	08-15562-0061724	06/17/2024	08-15562-00 Cliff and Fairview water service		\$80.44
	09-15964-0061724	06/17/2024	09-15964-00 Monterey Ave. Esplanade water		\$2,625.32
106620	06/28/2024			STAPLES ADVANTAGE	\$53.17
	Invoice	Date	Description		Amount
	6004258140	06/08/2024	Copier paper		\$53.17
			2210 - ISF - Stores Fund		
106621	06/28/2024			VERDE DESIGN INC	\$5,782.25
	Invoice	Date	Description		Amount
	1-2300301	06/24/2024	Jade Street Accessibility Path Phase 2 Services thru 5/25/24		\$5,782.25
			1200 - Capital Improvement Fund		
106622	06/28/2024			WESTERN EXTERMINATOR COMPANY	\$87.60
	Invoice	Date	Description		Amount
	61730337	06/20/2024	City Hall rodent control		\$87.60
106623	06/28/2024			SUSAN HAMILTON	\$120.00
	Invoice	Date	Description		Amount
	SH062524	06/25/2024	Art on the Beach Refund		\$120.00
Type Check Totals:					\$357,335.76

City Checks Issued June 28, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
<u>EFT</u>					
1738	06/24/2024			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$447.28
	Invoice	Date	Description		Amount
	1-924-737-808	06/21/2024	State Taxes Employee Final Pay		\$447.28
			1001 - Payroll Payables		
1739	06/24/2024			INTERNAL REVENUE SERVICE	\$1,287.55
	Invoice	Date	Description		Amount
	85154507	06/21/2024	Federal taxes & Medicare employee Final Pay		\$1,287.55
			1001 - Payroll Payables		
1740	06/25/2024			WEX HEALTH INC.	\$135.00
	Invoice	Date	Description		Amount
	0001956735-IN	05/31/2024	May COBRA and FSA admin.		\$135.00
1741	06/27/2024			WELLS FARGO BANK	\$14,366.13
	Invoice	Date	Description		Amount
	WF060324	06/03/2024	May Credit Card Charges		\$14,366.13
			1000 - General Fund		\$12,952.87
			1200 - Capital Improvement Fund		\$820.46
			1300 - SLESF - Supl Law Enfc		\$592.80

Type EFT Totals: \$16,235.96

Main City Totals	Count	Total
Checks	67	\$357,335.76
EFTs	4	\$16,235.96
All	71	\$373,571.72

Payroll Totals	Count	Total
Checks	0	\$0.00
EFTs	149	\$263,289.83
All	149	\$263,289.83

Grand Totals:	Count	Total
Checks	67	\$357,335.76
EFTs	153	\$279,525.79
All	220	\$636,861.55

City main account checks dated July 12, 2024, numbered 106624 to 106711 totaling \$1,801,484.73, 7 EFTs totaling \$214,662.95, 1 payroll check totaling \$9,303.57 and 157 payroll EFTs totaling \$267,836.79 for a grand total of \$2,293,288.04, have been reviewed and authorized for distribution by the City Manager.

As of July 12, 2024, the unaudited cash balance is \$4,381,854.74.

CASH POSITION - CITY OF CAPITOLA
July 12, 2024

	<u>7/12/2024</u>
General Fund ⁽¹⁾	\$ 1,144,985.43
Payroll Payables	\$ 206,540.77
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (2,861,785.36)
Stores Fund	\$ 64,215.23
Information Technology Fund	\$ 235,624.27
Equipment Replacement	\$ 349,656.79
Self-Insurance Liability Fund	\$ (267,857.21)
Workers' Comp. Ins. Fund	\$ 18,748.79
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u><u>\$ 4,381,854.74</u></u>

(1) July 12th balance includes \$4.07 million non-current investments



 Jamie Goldstein, City Manager 7/15/24
Date



 Jim Malberg, City Treasurer 7/12/24
Date

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106624	07/12/2024			A TOOL SHED	\$509.85
	Invoice	Date	Description		Amount
	1693791-5	07/05/2024	Light tower rental		\$509.85
106625	07/12/2024			ADT SECURITY SERVICES INC.	\$267.54
	Invoice	Date	Description		Amount
	ADT063024	06/29/2024	Corp. yard & museum ADT monitoring		\$267.54
106626	07/12/2024			AFLAC	\$1,865.14
	Invoice	Date	Description		Amount
	435256	06/28/2024	June supplemental insurance		\$1,865.14
			1001 - Payroll Payables		
106627	07/12/2024			AJ'S FUEL MARKET OF CAPITOLA INC	\$384.00
	Invoice	Date	Description		Amount
	AJ063024	06/30/2024	Carwash Closing Date 6/30/2024		\$384.00
106628	07/12/2024			ALEX FERBER	\$1,118.00
	Invoice	Date	Description		Amount
	AF063024	06/30/2024	Instructor payment		\$1,118.00
106629	07/12/2024			ALLIANT INSURANCE SERVICES INC. NPB MAIN	\$8,666.00
	Invoice	Date	Description		Amount
	2719610	06/27/2024	FY24/25 Vehicle Insurance		\$8,666.00
			2213 - ISF - Self-Insurance Liability		
106630	07/12/2024			ALLIED UNIVERSAL	\$1,639.31
	Invoice	Date	Description		Amount
	15802998	07/04/2024	July McGregor skate park foot patrol		\$539.08
	15802999	07/04/2024	July Esplanade park foot patrol		\$578.53
	15802987	07/04/2024	July 2024 Jade Street Park Patrol		\$521.70
106631	07/12/2024			AMAZON CAPITAL SERVICES	\$1,034.54
	Invoice	Date	Description		Amount
	16JX-DT1P-J9W4	06/26/2024	Covid rapid tests		\$59.80
	1PJX-K3TP-KCDC	06/26/2024	Water spot remover, Footgloss gas		\$357.02
	1VWY-PY49-K4LJ	07/02/2024	Historical books		\$44.65
	1P66-XX63-LNQP	07/02/2024	Ground coffee		\$13.99
	1KG1-39JD-DJPV	06/26/2024	Camp Capitola supplies		\$393.52
	1DXX-Q36X-TR9J	07/09/2024	Camp supplies		\$165.56

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106632	07/12/2024			AMERICAN STEEL CARPORTS INC	\$17,551.16
	Invoice	Date	Description		Amount
	AC027195	06/25/2024	10x21x8 A-Frame		\$9,060.13
	AC027194	06/25/2024	10x21x8 A-Frame		\$8,491.03
			1200 - Capital Improvement Fund		
106633	07/12/2024			ANGEL ARMOR, LLC	\$1,997.30
	Invoice	Date	Description		Amount
	INV10171	07/05/2024	524 Bulletproof Vest		\$1,997.30
106634	07/12/2024			AT&T	\$8.73
	Invoice	Date	Description		Amount
	ATT070124	07/01/2024	July long distance charges		\$8.73
			1000 - General Fund		\$4.30
			2211 - ISF - Information Technology		\$4.43
106635	07/12/2024			AXCIENT	\$140.00
	Invoice	Date	Description		Amount
	FY24INEF1173809	06/30/2024	June AppAssure storage		\$140.00
			2211 - ISF - Information Technology		
106636	07/12/2024			BECKY ADAMS	\$643.50
	Invoice	Date	Description		Amount
	BA063024	06/30/2024	Instructor payment		\$643.50
106637	07/12/2024			BENEFIT COORDINATORS CORP.	\$5,582.90
	Invoice	Date	Description		Amount
	B0DH46	06/28/2024	June dental & vision insurance		\$5,582.90
			1001 - Payroll Payables		
106638	07/12/2024			BOONE LOW RATLIFF ARCHITECTS INC	\$23,701.36
	Invoice	Date	Description		Amount
	4074	07/01/2024	June Jade St Community Center reno design services Addenc		\$4,397.50
	4073	07/01/2024	June Jade St Community Center renovation May design serv		\$19,303.86
			1200 - Capital Improvement Fund		

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106639	07/12/2024			CALE AMERICA INC.	\$71,388.71
	Invoice	Date	Description		Amount
	168724	03/28/2022	Service Rekey Locks and Cabinet Locks		\$2,502.20
	168772	03/30/2022	Pay Station Paper		\$159.97
	172234	11/30/2022	Service Labor Hours		\$1,080.00
	175541	06/28/2023	June 2023 Active Meters		\$1,978.11
	176011	07/21/2023	July 2023 Active Meters		\$1,978.11
	176494	08/28/2023	August 2023 Active Meters		\$1,978.11
	176807	09/13/2023	Custom Non-Perforated Printing Paper		\$2,943.00
	176940	09/27/2023	September 2023 Active Meters		\$1,978.11
	177483	10/26/2023	October 2023 Active Meters		\$1,978.11
	177934	11/28/2023	November 2023 Active Meters		\$1,978.11
	178277	12/14/2023	Multiple Parts for Pay Stations		\$9,855.51
	178635	12/27/2023	Stealth Touch S4 Plus Parking Meters		\$27,080.00
	178402	12/28/2023	December 2023 Active Meters		\$1,978.11
	178756	01/17/2024	Cables and Battery		\$421.73
	178819	01/29/2024	January 2024 Active Meters		\$1,978.11
	179250	02/28/2024	February 2024 Active Meters		\$1,978.11
	179510	02/29/2024	Solar Panel w/ Bracket Assembly		\$1,630.87
	179759	03/28/2024	March 2024 Active Meters		\$1,978.11
	180181	04/29/2024	April 2024 Active Meters		\$1,978.11
	180619	05/29/2024	May 2024 Active Meters		\$1,978.11
	181080	06/27/2024	June 2024 Active Meters		\$1,978.11
106640	07/12/2024			CAPITOLA PEACE OFFICERS ASSOCIATION	\$994.50
	Invoice	Date	Description		Amount
	POA062824	06/28/2024	POA & gym dues PPE 6/22/24		\$994.50
			1001 - Payroll Payables		
106641	07/12/2024			CENTRAL FIRE DISTRICT OF SANTA CRUZ COUNTY	\$3,475.20
	Invoice	Date	Description		Amount
	10581	07/03/2024	Community Center Plan Review		\$3,475.20
			1200 - Capital Improvement Fund		
106642	07/12/2024			CINTAS CORPORATION	\$225.80
	Invoice	Date	Description		Amount
	5216635508	06/18/2024	Public works first aid supply service		\$7.79
	5218120795	06/27/2024	City Hall first aid supply service		\$7.79
	5218118382	06/27/2024	Corp yard first aid supplies		\$210.22

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106643	07/12/2024			CLEAN BUILDING MAINTENANCE CO.	\$5,781.92
	Invoice	Date	Description		Amount
	34784	06/30/2024	June janitorial services		\$5,781.92
106644	07/12/2024			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$1,299.50
	Invoice	Date	Description		Amount
	3462	07/01/2024	June Planning Commision and City Council meeting footage		\$1,299.50
106645	07/12/2024			CRESCO EQUIPMENT RENTALS	\$12,470.25
	Invoice	Date	Description		Amount
	6154593-0001	06/27/2024	Beach Grading Equipment Rental		\$12,470.25
106646	07/12/2024			CRYSTAL SPRINGS WATER CO.	\$385.00
	Invoice	Date	Description		Amount
	CSW063024	06/30/2024	June drinking water		\$385.00
106647	07/12/2024			CUSHMAN CONTRACTING CORP ESCROW #80013175634	\$32,464.17
	Invoice	Date	Description		Amount
	CCC#10retention	05/31/2024	May Wharf Project retainer		\$32,464.17
			1200 - Capital Improvement Fund		
106648	07/12/2024			CUSHMAN CONTRACTING CORPORATION	\$616,674.39
	Invoice	Date	Description		Amount
	CCC#10	05/31/2024	May Wharf Resiliency and Public Access Project Services		\$616,674.39
			1200 - Capital Improvement Fund		
106649	07/12/2024			CYNTHIA KASKEY	\$416.00
	Invoice	Date	Description		Amount
	CK063024	06/30/2024	Instructor payment		\$416.00
106650	07/12/2024			Division of the State Architect	\$49.60
	Invoice	Date	Description		Amount
	DSA063024	06/30/2024	April - June disability education & access fees		\$49.60
106651	07/12/2024			ECOLOGY ACTION OF SANTA CRUZ	\$5,000.00
	Invoice	Date	Description		Amount
	RCC1031	07/01/2024	Resilient Central Coast custom page platform FY24/25		\$5,000.00
			1314 - Green Building Education		

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106652	07/12/2024			ELEVATOR SERVICE COMPANY INC.	\$225.00
	Invoice	Date	Description		Amount
	47059J7787	06/28/2024	Elevator maintenance		\$225.00
106653	07/12/2024			EXCEEDIO	\$8,940.41
	Invoice	Date	Description		Amount
	15694	07/01/2024	July IT services		\$8,940.41
			2211 - ISF - Information Technology		
106654	07/12/2024			FLYERS ENERGY LLC	\$4,289.66
	Invoice	Date	Description		Amount
	24-123843	06/20/2024	327 gallons gasoline		\$1,525.60
	24-128365	06/28/2024	463 gallons gasoline		\$2,147.88
	CFS-3901002	06/30/2024	Card processing		\$579.60
	24-129333	07/03/2024	4.7 gallons propane		\$36.58
106655	07/12/2024			FUSE ARCHITECTS, INC.	\$52,619.40
	Invoice	Date	Description		Amount
	24-504-001	06/25/2024	CWEP Final Construction Designs		\$52,619.40
			1200 - Capital Improvement Fund		
106656	07/12/2024			GARDAWORLD	\$422.33
	Invoice	Date	Description		Amount
	10785909	07/01/2024	July 2024 Armored Transportation Service		\$422.33
106657	07/12/2024			Global Music Rights LLC	\$850.00
	Invoice	Date	Description		Amount
	INV-GMR-90053	03/06/2024	2024 Twilight Concert Music Licensing		\$850.00
106658	07/12/2024			GOVERNMENT TRAINING AGENCY	\$1,098.00
	Invoice	Date	Description		Amount
	64011	10/20/2022	523 Intermediate Traffic Collision Investigation Course		\$549.00
	64009	10/20/2022	520 Intermediate Traffic Collision Investigation Course		\$549.00
106659	07/12/2024			HASCO STATIONS, LLC	\$51.00
	Invoice	Date	Description		Amount
	INV-131834	06/30/2024	Carwash Closing Date 6/30/2024		\$51.00

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106660	07/12/2024			HD SUPPLY FORMERLY HOME DEPOT PRO	\$6,066.47
	Invoice	Date	Description		Amount
	8111967843	06/27/2024	Cleaning supplies		\$2,614.39
	812150266	06/27/2024	Cleaning supplies		\$336.81
	811033182	06/21/2024	Cleaning supplies		\$3,115.27
106661	07/12/2024			HEIDI MICHELLE WOODMANSEE	\$520.00
	Invoice	Date	Description		Amount
	HW063024	06/30/2024	Instructor payment		\$520.00
106662	07/12/2024			Hi-Line Inc.	\$359.03
	Invoice	Date	Description		Amount
	11133577	06/18/2024	Solder pellet, cable tie, shield retainers, cables		\$359.03
106663	07/12/2024			HINDERLITER DELLAMAS AND ASSOCIATES	\$3,933.83
	Invoice	Date	Description		Amount
	SIN040127	05/31/2024	May TOT and STR admin fees		\$1,408.03
	SIN036227	02/29/2024	District sales tax auditing services Q3 44053		\$2,525.80
106664	07/12/2024			HOME DEPOT CREDIT SERVICES	\$1,862.57
	Invoice	Date	Description		Amount
	7524794	06/28/2024	Metal polish, wet foam, spray paint, gloves, discs, nozzles		\$241.16
	1501402	05/15/2024	10 in cutting wheel		\$200.55
	1512998	05/25/2024	Pencils, drywall t-square, bit set, tape measure, saw blade		\$85.95
	1517747	05/15/2024	Cutting wheel		\$162.37
	1910223	05/15/2024	10 gal pot sandblaster		\$215.10
	2522413	05/14/2024	Paint, saw		\$124.43
	3014366	05/23/2024	Lumber		\$19.01
	4624439	05/22/2024	Machete, tray liner, hand truck		\$171.51
	5632441	05/31/2024	Febreze, disinfectant, dish soap		\$20.62
	6213827	01/11/2024	Return of electronic encoder security		(\$347.71)
	6624249	05/20/2024	Padlocks		\$54.24
	8274847	05/28/2024	Surveyor vests		\$173.66
	8902825	05/28/2024	Caution tape		\$68.58
	8524656	06/27/2024	4x8 siding		\$54.83
	1634895	07/04/2024	Stop rust, wire bursh		\$21.83
	2513821	07/03/2024	Lumber		\$12.32
	2513817	07/03/2024	Lumber, z-flash		\$351.88
	2514386	06/03/2024	Spray bottle, Krud Kutter		\$23.94
	1613344	06/24/2024	Washers, bolts, hex nuts		\$101.38
	0634976	07/05/2024	Gloves, mop refills		\$57.09
	9524381	06/26/2024	Soil, pebbles, flag		\$49.83

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106665	07/12/2024			HOPE REHABILITATION SERVICES	\$3,475.00
	Invoice	Date	Description		Amount
	S176896	06/30/2024	June litter abatement services		\$3,475.00
106666	07/12/2024			KBA Document Solutions LLC	\$8.40
	Invoice	Date	Description		Amount
	55Y1465605	07/01/2024	City Hall copier usage charges		\$8.40
			2211 - ISF - Information Technology		
106667	07/12/2024			KIMLEY HORN AND ASSOCIATES INC	\$11,985.90
	Invoice	Date	Description		Amount
	28317737	05/31/2024	Bay Ave / Hill St intersection analysis services through 5.31.24		\$9,332.50
	28473025	05/31/2024	Upper Pacific Cove Sidewalk Project Design Services thru 5.31.24		\$2,653.40
			1200 - Capital Improvement Fund		
106668	07/12/2024			KING'S PAINT AND PAPER INC.	\$77.21
	Invoice	Date	Description		Amount
	JDBN3	06/27/2024	Paint		\$34.00
	736VY	07/08/2024	Paint		\$43.21
106669	07/12/2024			LABORMAX STAFFING	\$5,071.59
	Invoice	Date	Description		Amount
	26-388874	06/28/2024	Public works seasonal labor 6/22 - 6/28		\$2,582.52
	26-390285	07/05/2024	Public works seasonal labor 6/29 - 7/5		\$2,489.07
106670	07/12/2024			LAFCO/LOCAL AGENCY FORMATION COMMISSION	\$6,142.92
	Invoice	Date	Description		Amount
	LAFCO24-25	07/01/2024	LAFCO fees FY24-25		\$6,142.92
106671	07/12/2024			LAURA ALIOTO	\$262.50
	Invoice	Date	Description		Amount
	LA063024	06/30/2024	Instructor payment		\$262.50
106672	07/12/2024			LEHR AUTO ELECTRIC & EMERGENCY EQUIPMENT	\$1,222.16
	Invoice	Date	Description		Amount
	SI105168	06/21/2024	Maverick Tablet Display Mount		\$1,053.76
	SI105170	06/21/2024	Maverick Pedestal Kit		\$168.40
106673	07/12/2024			LESLIE FELLOWS	\$595.00
	Invoice	Date	Description		Amount
	LF062624	06/26/2024	Sunday Art at the Beach 2024 coordinator		\$595.00

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106674	07/12/2024			LEWIS TREE SERVICE INC.	\$930.00
	Invoice	Date	Description		Amount
	918634340	06/18/2024	Tree removal		\$930.00
106675	07/12/2024			LIUNA PENSION FUND	\$1,124.76
	Invoice	Date	Description		Amount
	FT0880	06/28/2024	June LIUNA pension dues		\$1,124.76
			1001 - Payroll Payables		
106676	07/12/2024			MBASIA	\$539,110.79
	Invoice	Date	Description		Amount
	240701-01	07/01/2024	FY24-25 insurance premiums		\$539,110.79
			2213 - ISF - Self-Insurance Liability		\$439,110.79
			2214 - ISF - Workers Compensation		\$100,000.00
106677	07/12/2024			MBS BUSINESS SYSTEMS	\$488.93
	Invoice	Date	Description		Amount
	473154	07/05/2024	PD copier usage charges		\$488.93
106678	07/12/2024			MESITI-MILLER ENGINEERING INC	\$1,240.74
	Invoice	Date	Description		Amount
	0624006	06/30/2024	Peery Park Bridge additional services through 6/30/24		\$1,240.74
			1310 - Gas Tax		
106679	07/12/2024			MICHELE FAIA	\$1,027.00
	Invoice	Date	Description		Amount
	MF062224	06/22/2024	Instructor payment		\$1,027.00
106680	07/12/2024			MISSION LINEN SUPPLY	\$615.42
	Invoice	Date	Description		Amount
	521902201	07/03/2024	Corp. Yard linen service		\$333.39
	521902202	07/03/2024	Corp. Yard linen service		\$115.13
	521762978	06/10/2024	Community Center mop and mat service		\$83.45
	521848445	06/24/2024	Community Center mop and mat service		\$83.45
106681	07/12/2024			NOVO SOLUTIONS INC	\$10,950.00
	Invoice	Date	Description		Amount
	7765	07/01/2024	Software for asset/work order management		\$10,950.00
			2211 - ISF - Information Technology		

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106682	07/12/2024			OPPOSITE OF EAST	\$3,000.00
	Invoice	Date	Description		Amount
	000215-004	07/10/2024	BIA Communications Manager Services		\$3,000.00
			1321 - BIA - Capitola Village-Wharf BIA		
106683	07/12/2024			ORIGINAL STAGNARO FISHING TRIPS	\$704.00
	Invoice	Date	Description		Amount
	070524	07/05/2024	Public Whale Watching Trip		\$704.00
106684	07/12/2024			OUTDOOR SUPPLY HARDWARE	\$881.26
	Invoice	Date	Description		Amount
	640605374	05/25/2024	Finance charge		\$10.00
	642869963	06/25/2024	Finance charges		\$10.00
	J38010	05/17/2024	Key		\$17.40
	J39324	05/20/2024	USB charging cable		\$28.33
	J42229	05/25/2024	7 pc power grip set		\$39.23
	J48093	06/03/2024	Bucket, swivel wheel casters, bulk fasteners		\$225.58
	J49246	06/05/2024	Spray paint for graffiti		\$26.13
	J51838	06/10/2024	Wahser, hex nuts, screws, hat, air plant		\$112.76
	J53530	06/13/2024	Primer, roller frame, roller tray liner		\$102.03
	J56568	06/18/2024	1/4 adapters, nozzles		\$45.75
	J57636	06/20/2024	Washers, hex tap bolts, hex nuts		\$81.92
	J57658	06/20/2024	Spray paint, stop rust		\$34.84
	J60642	06/25/2024	Spray paint		\$17.42
	J65324	07/03/2024	Ropes, snap links		\$67.29
	J64833	07/02/2024	Crayons, chalk		\$28.82
	J67768	07/07/2024	Couring pads, paint roller covers		\$33.76
106685	07/12/2024			PALACE BUSINESS SOLUTIONS	\$18.86
	Invoice	Date	Description		Amount
	2352454-0	06/17/2024	Post its		\$4.79
	2349761-0	06/04/2024	Pads		\$13.66
	2355799-0	07/02/2024	Portfolio		\$18.43
	2352387-0	06/17/2024	Notebook		\$2.80
	C2350663-7	06/18/2024	Markers, pens credit		(\$20.82)
			1000 - General Fund		(\$4.36)
			2210 - ISF - Stores Fund		\$23.22

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106686	07/12/2024			PETERSON CATERPILLAR	\$1,618.65
	Invoice	Date	Description		Amount
	PC080208135	06/27/2024	Bolts, cutting edge, end edge, nuts		\$1,192.69
	PC080208170	06/30/2024	Control GP joystick		\$425.96
106687	07/12/2024			SANTA CRUZ AUTO CARE DETAIL	\$1,260.00
	Invoice	Date	Description		Amount
	534362	06/18/2024	Complete detail / engine , removed scratches and marks		\$380.00
	554364	06/21/2024	Complete detail / engine , removed scratches and marks		\$380.00
	534366	06/20/2024	Complete detail / engine , removed scratches and marks		\$500.00
106688	07/12/2024			SANTA CRUZ AUTO PARTS INC.	\$226.22
	Invoice	Date	Description		Amount
	SCAP052924	05/29/2024	Finance Charge		\$1.00
	14508-499345	06/27/2024	Spray gun filter		\$30.31
	14508-499344	06/27/2024	Vinyl prep, sand free, coating, adhesive, gloves		\$194.91
106689	07/12/2024			SANTA CRUZ BACKFLOW TESTING & REPAIR	\$4,145.49
	Invoice	Date	Description		Amount
	62924A	06/29/2024	Annual backflow test & repairs		\$4,145.49
106690	07/12/2024			SANTA CRUZ COUNTY INFORMATION SERVICES	\$9,084.16
	Invoice	Date	Description		Amount
	Radio Shop 6/24	06/13/2024	April - June 2024 Radio Shop Charges		\$9,084.16
106691	07/12/2024			SANTA CRUZ LIVE SCAN INC.	\$540.00
	Invoice	Date	Description		Amount
	25105	07/01/2024	New hire live scans		\$540.00
106692	07/12/2024			SANTA CRUZ REGIONAL 911	\$187,033.70
	Invoice	Date	Description		Amount
	SCR061524	06/15/2024	FY24/25 First Quarter Operating Contribution		\$187,033.70
106693	07/12/2024			SANTA CRUZ SEASIDE COMPANY	\$126.00
	Invoice	Date	Description		Amount
	BB062924	06/29/2024	Boardwalk Bowl 6/29/2024		\$126.00

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106694	07/12/2024			SANTA CRUZ SIGNS	\$272.50
	Invoice	Date	Description		Amount
	103795	06/14/2024	Large Vinyl Decals		\$272.50
106695	07/12/2024			SERVPRO OF PALO ALTO	\$962.65
	Invoice	Date	Description		Amount
	4582	07/03/2024	Bio Remediation for 181 on 7/3/2024		\$962.65
106696	07/12/2024			SHEILA BURT	\$58.50
	Invoice	Date	Description		Amount
	SB062224	06/22/2024	Instructor payment		\$58.50
106697	07/12/2024			SKATEKAMP LLC	\$780.00
	Invoice	Date	Description		Amount
	SK062224	06/22/2024	Instructor payment		\$780.00
106698	07/12/2024			SOQUEL CREEK WATER DISTRICT	\$646.70
	Invoice	Date	Description		Amount
	10-16317-0062424	06/24/2024	10-16317-00 420 Capitola Ave. water		\$369.42
	10-16315-0062424	06/24/2024	10-16315-00 504 Beulah Dr. water		\$89.73
	10-16316-0062424	06/24/2024	10-16316-00 426 Capitola Ave. water		\$187.55
106699	07/12/2024			SPECTRUM BUSINESS	\$3,786.30
	Invoice	Date	Description		Amount
	170005701062124	06/21/2024	July internet service		\$3,786.30
			1000 - General Fund		\$1,664.51
			2211 - ISF - Information Technology		\$2,121.79
106700	07/12/2024			STAPLES ADVANTAGE	\$124.56
	Invoice	Date	Description		Amount
	7000700851	05/22/2024	Post its		\$41.57
	6005029634	06/22/2024	Copier paper		\$82.99
			2210 - ISF - Stores Fund		

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106701	07/12/2024			THE ED. JONES COMPANY	\$15,368.65
	Invoice	Date	Description		Amount
	56319	05/01/2024	CPD Badges		\$15,368.65
			1300 - SLESF - Supl Law Enfc		
106702	07/12/2024			TPX COMMUNICATIONS	\$1,442.27
	Invoice	Date	Description		Amount
	180047278-0	06/23/2024	June phone service		\$1,442.27
			1000 - General Fund		\$803.33
			2211 - ISF - Information Technology		\$638.94
106703	07/12/2024			UNITED WAY OF SANTA CRUZ COUNTY	\$20.00
	Invoice	Date	Description		Amount
	UW063024	06/28/2024	June United Way contributions		\$20.00
			1001 - Payroll Payables		
106704	07/12/2024			UPS	\$57.43
	Invoice	Date	Description		Amount
	0000954791264	06/29/2024	Shipping Costs		\$57.43
			2210 - ISF - Stores Fund		
106705	07/12/2024			US BANK	\$79,728.64
	Invoice	Date	Description		Amount
	IBANK070324	07/03/2024	Pac Cove facility lease #CIEDB-BC15-103 A/C#207877000		\$79,728.64
			1421 - Pac Cove Park		
106706	07/12/2024			US BANK EQUIPMENT FINANCE	\$668.96
	Invoice	Date	Description		Amount
	532104437	06/24/2024	City Hall Copier Lease		\$174.40
	532525995	06/28/2024	City Hall Copier Lease		\$315.01
	532938537	07/04/2024	Recreation copier lease		\$179.55
			1000 - General Fund		\$179.55
			2210 - ISF - Stores Fund		\$489.41
106707	07/12/2024			US BANK PARS Acct 6746022400	\$6,078.78
	Invoice	Date	Description		Amount
	PARS062824	06/28/2024	PARS contributions PPE 6/22/24		\$6,078.78
			1001 - Payroll Payables		

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106708	07/12/2024			WILDMIND SCIENCE LEARNING	\$930.00
	Invoice	Date	Description		Amount
	28284	06/26/2024	Wild neighbors educational program		\$465.00
	28285	07/09/2024	Wild rainforest educational program		\$465.00
106709	07/12/2024			YVETTE BROOKS	\$277.06
	Invoice	Date	Description		Amount
	YB060724	06/07/2024	Trip to Netherlands for Ecology Action Reimbursement		\$277.06
106710	07/12/2024			He, Frances	\$25.00
	Invoice	Date	Description		Amount
	FH070224	07/02/2024	Citation # 500127797		\$25.00
106711	07/12/2024			STEPHANIE SANCHEZ	\$318.00
	Invoice	Date	Description		Amount
	SS070224	07/02/2024	Camp Capitola Refund		\$318.00
Type Check Totals:					\$1,801,484.73
<u>EFT</u>					
1743	07/01/2024			CalPERS Health Insurance	\$75,944.66
	Invoice	Date	Description		Amount
	1002672554	06/14/2024	July health insurance		\$75,944.66
			1000 - General Fund		\$4,374.94
			1001 - Payroll Payables		\$71,569.72
1744	07/01/2024			CalPERS Member Services Division	\$66,073.28
	Invoice	Date	Description		Amount
	1002672473-6	06/28/2024	PERS contributions PPE 6/22/24		\$66,073.28
			1000 - General Fund		\$0.31
			1001 - Payroll Payables		\$66,072.97
1745	07/01/2024			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$13,764.51
	Invoice	Date	Description		Amount
	0-435-546-896	06/28/2024	State taxes PPE 6/22/24		\$13,764.51
			1001 - Payroll Payables		
1746	07/01/2024			INTERNAL REVENUE SERVICE	\$48,937.60
	Invoice	Date	Description		Amount
	14531183	06/28/2024	Federal taxes & Medicare PPE 6/22/24		\$48,937.60
			1001 - Payroll Payables		

City Checks Issued July 12, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1747	07/01/2024			STATE DISBURSEMENT UNIT	\$1,469.06
	Invoice	Date	Description		Amount
	48766857	06/28/2024	Employee garnishments PPE 6/22/24		\$1,469.06
			1001 - Payroll Payables		
1748	07/01/2024			VOYA FINANCIAL	\$8,184.36
	Invoice	Date	Description		Amount
	VOYA062824	06/28/2024	Employee 457 contributions PPE 6/22/24		\$8,184.36
			1001 - Payroll Payables		
1749	07/10/2024			PITNEY BOWES	\$289.48
	Invoice	Date	Description		Amount
	1025498089	06/10/2024	Red Inc Cartridge		\$289.48
			2210 - ISF - Stores Fund		

Type EFT Totals: \$214,662.95

Main City Totals	Count	Total
Checks	88	\$1,801,484.73
EFTs	7	\$214,662.95
All	95	\$2,016,147.68

Payroll Totals	Count	Total
Checks	1	\$9,303.57
EFTs	157	\$267,836.79
All	158	\$277,140.36

Grand Totals:	Count	Total
Checks	89	\$1,810,788.30
EFTs	164	\$482,499.74
All	253	\$2,293,288.04

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: City Manager Department

Subject: Opioid Settlement Funding



Recommended Action: Authorize the City to participate in the National Opioid Settlement with The Kroger Company (“Kroger”) and release all claims against Kroger in exchange for a portion of the settlement funds that will flow to the City through the State of California; authorize the City Manager and City Attorney to sign all relevant documents related to joining the settlement and executing the release of claims; and authorize the allocation of funding to the County of Santa Cruz pursuant to the City’s previously adopted Memorandum of Understanding.

Background: States and cities across the United States previously brought litigation against the three largest pharmaceutical distributors of opioid painkillers, Amerisource Bergen, Cardinal Health, and McKesson (the “Distributors”), and the opioid painkiller manufacturer, Janssen (owned by Johnson & Johnson) (“Janssen”), which has resulted in a settlement agreement. On February 24, 2022, the City Council voted to participate in a settlement of National Opioid Settlements with distributors and manufacturers of opioid painkillers. In addition, the City agreed to assign opioid settlement funds to the County of Santa Cruz as the more appropriate agency to provide programs to address the opioid crisis which programs were a requirement of the settlement. In March 2024, a new proposed national opioids settlement was reached between the plaintiffs and Kroger Co (“Kroger”), resulting in a proposed settlement of \$1.2 billion dollars. Like the previous National Opioid Settlements, local entities need to release all claims against Kroger and agree to use the funds on opioid remediation to receive settlement funds. City Council authorization is requested to opt into the Kroger Settlement. Any funds received will be covered by the assignment agreement with the County of Santa Cruz.

Discussion: The national opioid crisis has been well-documented over the last decade as communities have struggled to address its devastating impacts. The crisis has spurred litigation against opioid manufacturers and distributors alleging that they falsely marketed and unlawfully promoted and dispensed opioids in ways that the industry knew to be dangerous, addictive, and prone to abuse.

Recently, a new \$1.2 billion settlement was announced with Kroger, one of the opioid retailers that was sued by many of the government plaintiffs. Under this settlement, the State of California will receive a maximum amount of roughly \$122 million over the next eleven years. These funds will be split between the State and local subdivisions who participate in the settlement, based on the same metrics that were used to split the monies in the earlier settlement (15% to the State, 70% to the Abatement Fund, and 15% to Litigating Local Entities). The City is eligible to participate in the Kroger settlement and receive funds if it agrees to release all claims against Kroger and spend any funds it receives the same way it is spending other opioid settlement funds.

Because the total amount of settlement funds depends on the amount of local subdivision participation and other metrics identified in the settlement documents, it is difficult to determine with precision how much money the City will be allocated from this settlement.

The City had previously entered into a Memorandum of Understanding (MOU) with the County of Santa Cruz to utilize the opioid settlement agreement funding. The County has formed a steering committee to meet with cities to discuss the use of funding to best meet the needs of the community. Staff recommends allocating any funding awarded through the Kroger settlement agreement to the previously adopted MOU.

Staff recommends that the City Council authorize the City to join this settlement and release any opioid-related claims it could otherwise file against Kroger in exchange for these funds. In addition, the funds received will be transferred to the County in accordance with the previously executed assignment agreement. The County will join the funds with the other opioid remediation funds it is currently expending. Similar to the other national opioid settlements, the documents for the Kroger settlement constitute hundreds of pages and are extremely complicated. The documents are available for review at www.nationalopioidsettlement.com by navigating down from the Kroger button that appears at the top of the home page. For purposes of efficiency, and similar to the procedure used with regard to the previous settlements, staff requests that the City authorize the City Manager and City Attorney to sign all documents required to effectuate the City's release of claims and inclusion in the Kroger settlement.

Fiscal Impact: By joining the Kroger settlement, the City is eligible to receive some percentage of the funds ultimately provided to California over the next eleven years and devoted to opioid crisis remediation efforts. Pursuant to the existing MOU with Santa Cruz County, the City will allocate those funds to regional efforts to remediate the opioid crisis.

Report Prepared By: Jamie Goldstein, City Manager

Reviewed By: Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager

Subdivision Name, Subdivision State
Rubris Reference Number: Subdivision Crosslink ID

***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT
A NEW NATIONAL OPIOID SETTLEMENT.***

KROGER CO. SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement (“Settlement”) has been reached that would resolve the legal claims of states and local political subdivisions against regional supermarket pharmacy Kroger Co. related to alleged misconduct related to opioids.

The Settlement requires Kroger Co. to pay over a billion dollars to abate the opioid epidemic. Of this amount, approximately \$1.2 billion will be used by participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlement requires payments over eleven years after its effective date.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires Kroger Co. to implement safeguards to prevent diversion of prescription opioids.

The proposed settlement has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com>.

Second, eligible subdivisions within each participating state decide whether to participate in the Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate, the subdivisions in that state are not eligible to participate in the Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for this new Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in that Settlement. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.
Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlement are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlement and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com>.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **August 12, 2024**, deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **August 12, 2024**.

New National Opioids Settlement: Kroger
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Capitola city, CA
Reference Number: CL-789826

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: August 12, 2024

A new proposed national opioids settlement (“*New National Opioids Settlement*”) has been reached with Kroger (“*Settling Defendant*”). This *Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because California is participating in the Kroger settlement.

This electronic envelope contains three attachments:

- The *Participation Form* for the Kroger settlement, including a release of any claims;
- California State Subdivision Agreement for Kroger; and
- Side-letter agreement between California and Kroger

The *Participation Form* and *California State-Subdivision Agreement* must be executed, without alteration, and submitted on or before August 12, 2024, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

The side-letter agreement between California and Kroger modifies, as it applies to California, one injunctive relief term contained in Exhibit P, Section IX(5)(1) of the Kroger National Settlement Agreement.

Based upon subdivision participation forms received on or before August 12, 2024, the subdivision participation rate will be used to determine whether participation is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision’s state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state.

Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioids Settlement* with your city attorney/county counsel, outside counsel representing your city/county on opioid matters, the Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements with McKesson, Cardinal, Cencora (formerly AmerisourceBergen), J&J/Janssen, Teva, Allergan, CVS, Walgreens, and Walmart but states may choose to treat this settlement differently.

Information and documents regarding the *New National Opioids Settlement* and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/> and the California Attorney General's website at <https://oag.ca.gov/opioids>. This website will be supplemented as additional documents are created. Please also refer to the Side-Letter Agreement with Kroger, which modifies the *Kroger National Opioid Settlement's* injunctive relief within the State of California.

How to return signed forms:

There are three methods for returning the executed *Participation Form, the California-State Subdivision Agreement ("Subdivision Agreement")*, and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form and the Subdivision Agreement* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form and the Subdivision Agreement*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields and note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement. As with electronic signature, returning a manually signed *Participation Form and Subdivision Agreement* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form and Subdivision Agreement* using DocuSign, the signed *Participation Form and Subdivision Agreement* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of

the email and use the subject line Settlement Participation Form - [Subdivision Name, Subdivision State] - [Reference ID]. Note that execution and return of both the Subdivision Agreement and the Participation Form are required for participation in the corresponding settlement.

Detailed instructions on how to sign and return the *Participation Form and Subdivision Agreement*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/>. You may also contact opioidparticipation@rubris.com.

The sign-on period for subdivisions ends on August 12, 2024.

If you have any questions about executing the *Participation Form*, please contact your city attorney/county counsel, outside counsel representing your city/county on opioids matters, the Implementation Administrator at opioidparticipation@rubris.com, or the California Attorney General's Office at opioidsettlement-localgovernment@doj.ca.gov.

Thank you,

New National Opioids Settlement Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the New National Opioids Settlement and to manage the collection of the Participation Form.

Subdivision Participation and Release Form

Governmental Entity: Capitola city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated March 22, 2024 (“*Kroger Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Kroger Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Kroger Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Kroger Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Kroger Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Kroger Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Kroger Settlement. The Governmental Entity likewise agrees to arbitrate before the National



Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Kroger Settlement.

7. The Governmental Entity has the right to enforce the Kroger Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Kroger Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Kroger Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Kroger Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Kroger Settlement.
10. In connection with the releases provided for in the Kroger Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Settlement.

11. Nothing herein is intended to modify in any way the terms of the Kroger Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Settlement in any respect, the Kroger Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

**Proposed California State-Subdivision Agreement
Regarding Distribution and Use of
Settlement Funds – Kroger Settlement**

1. Introduction

Pursuant to the Kroger Settlement Agreement, dated as of March 22, 2024, and any revision thereto as well as any modification thereto entered into by the State of California and Kroger (the “Kroger Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Kroger Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Kroger Settlement Agreement. For the avoidance of doubt, this agreement does not apply to payments made pursuant to Section IX of the Kroger Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Kroger Settlement Agreement, acceptance of this CA Kroger Allocation Agreement is a requirement to be an Initial Participating Subdivision.

2. Definitions

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Kroger Settlement Agreement.
- b) *Allergan Settlement Agreement* means the Allergan Settlement Agreement dated November 22, 2022, and any revision thereto.
- c) *CVS Settlement Agreement* means the CVS Settlement Agreement dated December 9, 2022, and any revision thereto as well as any modification thereto entered into by the State of California and CVS.
- d) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- e) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- f) *Teva Settlement Agreement* means the Teva Settlement Agreement dated November 22, 2022, and any revision thereto.
- g) *Walgreens Settlement Agreement* means the Walgreens Settlement Agreement dated December 9, 2022, and any revision thereto.
- h) *Walmart Settlement Agreement* means the Walmart Settlement Agreement dated November 14, 2022, and any revision thereto.
- i) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District,

Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, San Leandro Unified School District, Pleasant Valley School District Board, and LA Care Health Plan.

- j) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- k) *Opioid Defendant* means any defendant (including but not limited to Kroger Co., Walgreen Co., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., Walmart Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

3. General Terms

This agreement is subject to the requirements of the Kroger Settlement Agreement, as well as applicable law, and the Kroger Settlement Agreement governs over any inconsistent provision of this CA Kroger Allocation Agreement. Terms used in this CA Kroger Allocation Agreement have the same meaning as in the Kroger Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Kroger Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Kroger Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

4. State Allocation

The Settlement Fund payments to California,¹ pursuant to the Kroger Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Kroger Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

¹ For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

A. State of California Allocation

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

B. CA Abatement Accounts Fund**i. Allocation of CA Abatement Accounts Funds**

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.
- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Kroger Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city did not elect to receive its share of funds in the National Opioids Settlement with Distributors AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation (the “Distributors Settlement”). If a city later changes or has already changed its distribution election in the Distributors Settlement, that change in election will apply here, provided that the change in election is received by the settlement administrator at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Kroger Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and

Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.

- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

ii. Use of CA Abatement Accounts Funds

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Kroger Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
 - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
 - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
 - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
 - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction;
 - (5) interventions to prevent drug addiction in vulnerable youth, including but not limited to, youth in foster care, juvenile justice-impacted youth, youth experiencing adversities related to socioeconomic status, and unhoused youth; and/or
 - (6) the purchase of naloxone for distribution and efforts to expand access to naloxone for opioid overdose reversals.

- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Kroger Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

iii. CA Abatement Accounts Fund Oversight

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision’s use of CA Abatement Accounts Funds is inconsistent with the Kroger Settlement Agreement or this CA Kroger Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision’s use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Kroger Settlement Agreement or this CA Kroger Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.

- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

C. CA Subdivision Fund

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

D. Provision for State Back-Stop Agreement

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Kroger Settlement Agreement, and, if applicable, the Teva Settlement Agreement, Allergan Settlement Agreement, CVS Settlement Agreement, Distributor Settlement Agreement, Janssen Settlement Agreement, and Walmart Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"),

pursuant to Exhibit R, section I(CC), of the Kroger Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Kroger Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Kroger Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

5. State and Subdivision Reporting

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.

- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Kroger Settlement Agreement and this CA Kroger Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Kroger Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Kroger.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

6. Miscellaneous

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Kroger Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Kroger Settlement Agreement, this CA Kroger Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Kroger Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Kroger Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



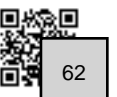
The undersigned, Capitola city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement is a requirement to be an Initial Participating Subdivision in the Kroger Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds – Kroger Settlement. EXECUTED on .

Signature:

Name:

Title:

Date:



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Kroger Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.



APPENDIX 1

Item 8 C.

			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	2.4237952%
City	Alameda	Alameda	0.069%		0.0570162%
City	Albany	Alameda	0.013%		0.0107768%
City	Berkeley	Alameda	0.152%		0.1249656%
City	Dublin	Alameda	0.033%	0.040%	0.0338810%
City	Emeryville	Alameda	0.023%		0.0185765%
City	Fremont	Alameda	0.108%		0.0888576%
City	Hayward	Alameda	0.117%		0.0966218%
City	Livermore	Alameda	0.054%		0.0446740%
City	Newark	Alameda	0.026%		0.0217626%
City	Oakland	Alameda	0.486%	0.595%	0.5055601%
City	Piedmont	Alameda	0.014%		0.0114064%
City	Pleasanton	Alameda	0.067%		0.0554547%
City	San Leandro	Alameda	0.039%		0.0321267%
City	Union City	Alameda	0.043%		0.0352484%
County	<i>Amador County</i>	Amador	0.226%	0.277%	0.2349885%
County	<i>Butte County</i>	Butte	1.615%	1.975%	1.6783178%
City	Chico	Butte	0.216%	0.264%	0.2246499%
City	Oroville	Butte	0.079%		0.0646595%
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	0.2351644%
County	<i>Colusa County</i>	Colusa	0.059%		0.0489221%
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	2.1844585%
City	Antioch	Contra Costa	0.037%		0.0301879%
City	Brentwood	Contra Costa	0.026%		0.0215339%
City	Clayton	Contra Costa	0.002%		0.0018060%
City	Concord	Contra Costa	0.055%		0.0456676%
City	Danville	Contra Costa	0.010%		0.0082255%
City	El Cerrito	Contra Costa	0.023%		0.0189024%
City	Hercules	Contra Costa	0.010%		0.0078273%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		0.0046030%

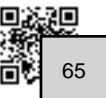


APPENDIX 1

Item 8 C.

City	Martinez	Contra Costa	0.012%		0.0098593%
City	Moraga	Contra Costa	0.004%		0.0031007%
City	Oakley	Contra Costa	0.010%		0.0079416%
City	Orinda	Contra Costa	0.005%		0.0038157%
City	Pinole	Contra Costa	0.013%		0.0110909%
City	Pittsburg	Contra Costa	0.053%		0.0436369%
City	Pleasant Hill	Contra Costa	0.013%		0.0106309%
City	Richmond	Contra Costa	0.146%		0.1201444%
City	San Pablo	Contra Costa	0.018%		0.0148843%
City	San Ramon	Contra Costa	0.021%		0.0176459%
City	Walnut Creek	Contra Costa	0.026%		0.0212132%
County	<i>Del Norte County</i>	Del Norte	0.114%	0.140%	0.1189608%
County	<i>El Dorado County</i>	El Dorado	0.768%	0.939%	0.7980034%
City	Placerville	El Dorado	0.015%		0.0127642%
City	South Lake Tahoe	El Dorado	0.081%		0.0665456%
County	<i>Fresno County</i>	Fresno	1.895%	2.318%	1.9693410%
City	Clovis	Fresno	0.065%		0.0536211%
City	Coalinga	Fresno	0.012%		0.0098554%
City	Fresno	Fresno	0.397%		0.3270605%
City	Kerman	Fresno	0.005%		0.0042534%
City	Kingsburg	Fresno	0.008%		0.0066167%
City	Mendota	Fresno	0.002%		0.0019387%
City	Orange Cove	Fresno	0.004%		0.0035607%
City	Parlier	Fresno	0.008%		0.0069755%
City	Reedley	Fresno	0.012%		0.0098804%
City	Sanger	Fresno	0.018%		0.0146135%
City	Selma	Fresno	0.015%		0.0127537%
County	<i>Glenn County</i>	Glenn	0.107%	0.131%	0.1116978%
County	<i>Humboldt County</i>	Humboldt	1.030%	1.260%	1.0703185%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		0.0447660%
City	Eureka	Humboldt	0.117%	0.143%	0.1216284%
City	Fortuna	Humboldt	0.032%		0.0266837%
County	<i>Imperial County</i>	Imperial	0.258%	0.315%	0.2679006%

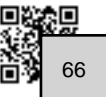


APPENDIX 1

Item 8 C.

City	Brawley	Imperial	0.011%		0.0087986%
City	Calexico	Imperial	0.019%		0.0152799%
City	El Centro	Imperial	0.158%		0.1302522%
City	Imperial	Imperial	0.006%		0.0048791%
County	Inyo County	Inyo	0.073%	0.089%	0.0754413%
County	Kern County	Kern	2.517%	3.079%	2.6159145%
City	Arvin	Kern	0.006%		0.0046425%
City	Bakersfield	Kern	0.212%		0.1747198%
City	California City	Kern	0.009%		0.0070820%
City	Delano	Kern	0.030%		0.0249316%
City	McFarland	Kern	0.003%		0.0025644%
City	Ridgecrest	Kern	0.015%		0.0120938%
City	Shafter	Kern	0.013%		0.0103417%
City	Tehachapi	Kern	0.009%		0.0073580%
City	Wasco	Kern	0.008%		0.0069861%
County	Kings County	Kings	0.293%		0.2413469%
City	Avenal	Kings	0.007%		0.0056335%
City	Corcoran	Kings	0.013%		0.0107032%
City	Hanford	Kings	0.027%		0.0226038%
City	Lemoore	Kings	0.016%		0.0131900%
County	Lake County	Lake	0.795%		0.6545389%
City	Clearlake	Lake	0.041%	0.050%	0.0426253%
City	Lakeport	Lake	0.021%	0.026%	0.0222964%
County	Lassen County	Lassen	0.319%	0.391%	0.3320610%
City	Susanville	Lassen	0.027%		0.0219295%
County	Los Angeles County	Los Angeles	13.896%	16.999%	14.4437559%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%



APPENDIX 1

Item 8 C.

City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%



APPENDIX 1

Item 8 C.

City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		0.0022016%
City	San Fernando	Los Angeles	0.013%		0.0104837%
City	San Gabriel	Los Angeles	0.018%		0.0147726%
City	San Marino	Los Angeles	0.009%		0.0073791%
City	Santa Clarita	Los Angeles	0.022%		0.0178167%
City	Santa Fe Springs	Los Angeles	0.031%		0.0257531%
City	Santa Monica	Los Angeles	0.158%		0.1298513%
City	Sierra Madre	Los Angeles	0.006%		0.0048646%
City	Signal Hill	Los Angeles	0.010%		0.0084884%
City	South El Monte	Los Angeles	0.005%		0.0039603%
City	South Gate	Los Angeles	0.020%		0.0166272%
City	South Pasadena	Los Angeles	0.012%		0.0095334%
City	Temple City	Los Angeles	0.005%		0.0039498%

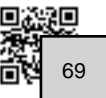


APPENDIX 1

Item 8 C.

City	Torrance	Los Angeles	0.112%		0.0919820%
City	Walnut	Los Angeles	0.006%		0.0047305%
City	West Covina	Los Angeles	0.049%		0.0404521%
City	West Hollywood	Los Angeles	0.013%		0.0108517%
City	Whittier	Los Angeles	0.032%		0.0260581%
County	<i>Madera County</i>	Madera	0.349%	0.427%	0.3630669%
City	Chowchilla	Madera	0.012%		0.0097332%
City	Madera	Madera	0.039%		0.0318441%
County	<i>Marin County</i>	Marin	0.564%	0.690%	0.5861325%
City	Larkspur	Marin	0.015%		0.0124697%
City	Mill Valley	Marin	0.020%		0.0168401%
City	Novato	Marin	0.028%		0.0229824%
City	San Anselmo	Marin	0.009%		0.0078062%
City	San Rafael	Marin	0.089%		0.0729823%
County	<i>Mariposa County</i>	Mariposa	0.084%	0.103%	0.0876131%
County	<i>Mendocino County</i>	Mendocino	0.439%	0.536%	0.4558394%
City	Ukiah	Mendocino	0.039%		0.0317153%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	0.5724262%
City	Atwater	Merced	0.024%		0.0195846%
City	Livingston	Merced	0.006%		0.0045873%
City	Los Banos	Merced	0.020%		0.0165142%
City	Merced	Merced	0.061%		0.0500762%
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	0.0678250%
County	<i>Mono County</i>	Mono	0.023%	0.029%	0.0242606%
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	0.9437083%
City	Greenfield	Monterey	0.006%		0.0050552%
City	King City	Monterey	0.005%		0.0037355%
City	Marina	Monterey	0.017%		0.0144098%
City	Monterey	Monterey	0.041%		0.0336540%
City	Pacific Grove	Monterey	0.009%		0.0074842%
City	Salinas	Monterey	0.094%		0.0776576%
City	Seaside	Monterey	0.023%		0.0191772%
City	Soledad	Monterey	0.007%		0.0060870%



APPENDIX 1

Item 8 C.

County	<i>Napa County</i>	Napa	0.288%	0.352%	0.2994325%
City	American Canyon	Napa	0.017%		0.0136869%
City	Napa	Napa	0.078%		0.0642783%
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	0.4579827%
City	Grass Valley	Nevada	0.024%		0.0197805%
City	Truckee	Nevada	0.003%		0.0023843%
County	<i>Orange County</i>	Orange	4.364%	5.339%	4.5363576%
City	Aliso Viejo	Orange	0.014%		0.0113841%
City	Anaheim	Orange	0.554%	0.678%	0.5759282%
City	Brea	Orange	0.086%		0.0708897%
City	Buena Park	Orange	0.087%		0.0714352%
City	Costa Mesa	Orange	0.124%	0.152%	0.1288366%
City	Cypress	Orange	0.033%		0.0271937%
City	Dana Point	Orange	0.001%		0.0005560%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%



APPENDIX 1

Item 8 C.

City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		0.1616559%
County	Plumas County	Plumas	0.205%	0.251%	0.2128729%
County	Riverside County	Riverside	4.534%	5.547%	4.7128296%
City	Banning	Riverside	0.017%		0.0143848%
City	Beaumont	Riverside	0.021%		0.0171135%
City	Blythe	Riverside	0.012%		0.0096714%
City	Canyon Lake	Riverside	0.000%		0.0001761%
City	Cathedral City	Riverside	0.067%		0.0553614%
City	Coachella	Riverside	0.021%		0.0173054%
City	Corona	Riverside	0.147%		0.1207083%
City	Desert Hot Springs	Riverside	0.024%		0.0200433%
City	Eastvale	Riverside	0.000%		0.0002747%
City	Hemet	Riverside	0.051%		0.0421792%
City	Indio	Riverside	0.056%		0.0457794%
City	Jurupa Valley	Riverside	0.001%		0.0008991%
City	Lake Elsinore	Riverside	0.021%		0.0172949%
City	La Quinta	Riverside	0.063%		0.0516732%
City	Menifee	Riverside	0.032%		0.0260909%
City	Moreno Valley	Riverside	0.137%		0.1130348%
City	Murrieta	Riverside	0.048%	0.059%	0.0497423%
City	Norco	Riverside	0.016%		0.0134542%
City	Palm Desert	Riverside	0.083%		0.0682465%



APPENDIX 1

Item 8 C.

City	Palm Springs	Riverside	0.076%		0.0629862%
City	Perris	Riverside	0.009%		0.0076774%
City	Rancho Mirage	Riverside	0.052%		0.0431098%
City	Riverside	Riverside	0.268%		0.2206279%
City	San Jacinto	Riverside	0.010%		0.0085936%
City	Temecula	Riverside	0.022%		0.0180086%
City	Wildomar	Riverside	0.008%		0.0062500%
County	Sacramento County	Sacramento	3.797%	4.645%	3.9465887%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	San Benito County	San Benito	0.106%	0.130%	0.1101417%
City	Hollister	San Benito	0.027%		0.0225355%
County	San Bernardino County	San Bernardino	3.259%	3.987%	3.3878124%
City	Adelanto	San Bernardino	0.008%		0.0066640%
City	Apple Valley	San Bernardino	0.025%		0.0207360%
City	Barstow	San Bernardino	0.015%		0.0122056%
City	Chino	San Bernardino	0.064%		0.0525893%
City	Chino Hills	San Bernardino	0.001%		0.0006388%
City	Colton	San Bernardino	0.031%		0.0253443%
City	Fontana	San Bernardino	0.112%		0.0920543%
City	Grand Terrace	San Bernardino	0.006%		0.0051051%
City	Hesperia	San Bernardino	0.035%		0.0291522%
City	Highland	San Bernardino	0.004%		0.0029061%
City	Loma Linda	San Bernardino	0.009%		0.0071188%
City	Montclair	San Bernardino	0.039%		0.0322108%
City	Ontario	San Bernardino	0.179%		0.1472934%
City	Rancho Cucamonga	San Bernardino	0.084%		0.0689431%
City	Redlands	San Bernardino	0.057%		0.0469150%
City	Rialto	San Bernardino	0.073%		0.0603206%



APPENDIX 1

Item 8 C.

City	San Bernardino	San Bernardino	0.178%		0.1461880%
City	Twentynine Palms	San Bernardino	0.002%		0.0012605%
City	Upland	San Bernardino	0.052%		0.0424460%
City	Victorville	San Bernardino	0.033%		0.0269400%
City	Yucaipa	San Bernardino	0.016%		0.0128772%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<i>San Diego County</i>	San Diego	5.706%	6.980%	5.9309748%
City	Carlsbad	San Diego	0.128%		0.1050485%
City	Chula Vista	San Diego	0.189%	0.231%	0.1961456%
City	Coronado	San Diego	0.044%		0.0359095%
City	El Cajon	San Diego	0.113%		0.0933582%
City	Encinitas	San Diego	0.061%	0.074%	0.0630289%
City	Escondido	San Diego	0.145%		0.1192204%
City	Imperial Beach	San Diego	0.014%		0.0118283%
City	La Mesa	San Diego	0.055%	0.068%	0.0575593%
City	Lemon Grove	San Diego	0.022%		0.0183911%
City	National City	San Diego	0.080%		0.0656808%
City	Oceanside	San Diego	0.213%		0.1753428%
City	Poway	San Diego	0.062%		0.0511040%
City	San Diego	San Diego	1.975%	2.416%	2.0531169%
City	San Marcos	San Diego	0.089%		0.0733897%
City	Santee	San Diego	0.033%		0.0268401%
City	Solana Beach	San Diego	0.017%		0.0138564%
City	Vista	San Diego	0.052%		0.0425144%
Consolidated	<i>San Francisco</i>	San Francisco	3.026%	3.702%	3.1457169%
County	<i>San Joaquin County</i>	San Joaquin	1.680%	2.055%	1.7460399%
City	Lathrop	San Joaquin	0.009%		0.0075394%
City	Lodi	San Joaquin	0.053%		0.0439484%
City	Manteca	San Joaquin	0.054%		0.0443454%
City	Ripon	San Joaquin	0.013%		0.0104219%
City	Stockton	San Joaquin	0.313%	0.383%	0.3256176%
City	Tracy	San Joaquin	0.084%		0.0692047%
County	<i>San Luis Obispo County</i>	San Luis Obispo	0.816%	0.999%	0.8484126%



APPENDIX 1

Item 8 C.

City	Arroyo Grande	San Luis Obispo	0.024%		0.0199053%
City	Atascadero	San Luis Obispo	0.029%		0.0240680%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		0.0353456%
City	Grover Beach	San Luis Obispo	0.017%		0.0137881%
City	Morro Bay	San Luis Obispo	0.020%		0.0160922%
City	San Luis Obispo	San Luis Obispo	0.077%		0.0637841%
County	<i>San Mateo County</i>	San Mateo	1.074%	1.313%	1.1159599%
City	Belmont	San Mateo	0.021%		0.0169860%
City	Burlingame	San Mateo	0.019%		0.0152537%
City	Daly City	San Mateo	0.044%		0.0363880%
City	East Palo Alto	San Mateo	0.013%		0.0103982%
City	Foster City	San Mateo	0.020%		0.0166101%
City	Half Moon Bay	San Mateo	0.004%		0.0031638%
City	Hillsborough	San Mateo	0.013%		0.0110029%
City	Menlo Park	San Mateo	0.015%		0.0126209%
City	Millbrae	San Mateo	0.013%		0.0105836%
City	Pacifica	San Mateo	0.016%		0.0130625%
City	Redwood City	San Mateo	0.056%		0.0463511%
City	San Bruno	San Mateo	0.021%		0.0172161%
City	San Carlos	San Mateo	0.013%		0.0108885%
City	San Mateo	San Mateo	0.052%		0.0425841%
City	South San Francisco	San Mateo	0.043%		0.0353943%
County	<i>Santa Barbara County</i>	Santa Barbara	1.132%	1.385%	1.1768968%
City	Carpinteria	Santa Barbara	0.001%		0.0008938%
City	Goleta	Santa Barbara	0.004%		0.0028969%
City	Lompoc	Santa Barbara	0.047%		0.0389379%
City	Santa Barbara	Santa Barbara	0.122%		0.1004559%
City	Santa Maria	Santa Barbara	0.058%		0.0479179%
County	<i>Santa Clara County</i>	Santa Clara	2.404%	2.941%	2.4987553%
City	Campbell	Santa Clara	0.014%		0.0112566%
City	Cupertino	Santa Clara	0.008%		0.0066824%
City	Gilroy	Santa Clara	0.025%		0.0202891%



APPENDIX 1

Item 8 C.

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<i>Santa Cruz County</i>	Santa Cruz	0.783%	0.957%	0.8135396%
City	Capitola	Santa Cruz	0.020%		0.0168191%
City	Santa Cruz	Santa Cruz	0.143%		0.1180348%
City	Scotts Valley	Santa Cruz	0.015%		0.0126525%
City	Watsonville	Santa Cruz	0.063%		0.0520136%
County	<i>Shasta County</i>	Shasta	1.095%	1.339%	1.1380191%
City	Anderson	Shasta	0.024%		0.0198896%
City	Redding	Shasta	0.284%		0.2334841%
City	Shasta Lake	Shasta	0.004%		0.0031993%
County	<i>Siskiyou County</i>	Siskiyou	0.228%	0.279%	0.2373393%
County	<i>Solano County</i>	Solano	0.760%		0.6260795%
City	Benicia	Solano	0.031%		0.0253903%
City	Dixon	Solano	0.016%		0.0130849%
City	Fairfield	Solano	0.109%		0.0897317%
City	Suisun City	Solano	0.021%		0.0176183%
City	Vacaville	Solano	0.119%		0.0976497%
City	Vallejo	Solano	0.167%		0.1373644%
County	<i>Sonoma County</i>	Sonoma	1.218%	1.490%	1.2661290%
City	Healdsburg	Sonoma	0.032%		0.0266929%
City	Petaluma	Sonoma	0.081%		0.0667507%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
--	---------------------------	--------	----------------------	----------------------------------	--------------------------------

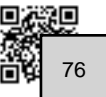


APPENDIX 1

Item 8 C.

City	Rohnert Park	Sonoma	0.041%		0.0340759%
City	Santa Rosa	Sonoma	0.184%		0.1519070%
City	Sonoma	Sonoma	0.022%		0.0183438%
City	Windsor	Sonoma	0.016%		0.0129298%
County	Stanislaus County	Stanislaus	1.722%		1.4182273%
City	Ceres	Stanislaus	0.041%		0.0340260%
City	Modesto	Stanislaus	0.217%		0.1788759%
City	Newman	Stanislaus	0.006%		0.0046964%
City	Oakdale	Stanislaus	0.018%		0.0145531%
City	Patterson	Stanislaus	0.015%		0.0126590%
City	Riverbank	Stanislaus	0.010%		0.0085699%
City	Turlock	Stanislaus	0.065%		0.0531966%
County	Sutter County	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	Tehama County	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	Trinity County	Trinity	0.082%	0.101%	0.0855476%
County	Tulare County	Tulare	0.809%	0.990%	0.8410949%
City	Dinuba	Tulare	0.014%		0.0116929%
City	Exeter	Tulare	0.004%		0.0032479%
City	Farmersville	Tulare	0.003%		0.0027879%
City	Lindsay	Tulare	0.007%		0.0057111%
City	Porterville	Tulare	0.021%		0.0171845%
City	Tulare	Tulare	0.037%		0.0302273%
City	Visalia	Tulare	0.066%		0.0545872%
County	Tuolumne County	Tuolumne	0.486%	0.594%	0.5047621%
County	Ventura County	Ventura	2.192%	2.681%	2.2781201%
City	Camarillo	Ventura	0.002%		0.0012815%
City	Fillmore	Ventura	0.002%		0.0020294%
City	Moorpark	Ventura	0.008%		0.0067337%

Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Oxnard	Ventura	0.156%	0.190%	0.1617338%
City	Port Hueneme	Ventura	0.021%		0.0174145%
City	San Buenaventura (Ventura)	Ventura	0.085%		0.0702181%



APPENDIX 1

Item 8 C.

City	Santa Paula	Ventura	0.014%		0.0119072%
City	Simi Valley	Ventura	0.065%		0.0533043%
City	Thousand Oaks	Ventura	0.022%		0.0179902%
County	<i>Yolo County</i>	Yolo	0.357%	0.437%	0.3713319%
City	Davis	Yolo	0.055%		0.0451747%
City	West Sacramento	Yolo	0.066%		0.0544321%
City	Woodland	Yolo	0.058%		0.0477904%
County	<i>Yuba County</i>	Yuba	0.214%	0.262%	0.2225679%
City	Marysville	Yuba	0.014%		0.0112079%



APPENDIX 2

Cost Reimbursement Procedure

1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were not previously reimbursed and which were paid or incurred (i) prior to December 31, 2022 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting any CA Allocation Agreement(s) concerning a settlement with any Opioid Defendant(s). *Costs* does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the Distributor Settlement Agreement, Section XI and Exhibit R of the Janssen Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, or Section IX and Exhibit R of the Walmart Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating National Opioid Settlements with various manufacturers, distributors, and chain pharmacies.

///

b) Claims Procedure.

- i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section IX and Exhibit R of the Kroger Settlement Agreement, Section IX and Exhibit R of the Walgreens Settlement Agreement, Section XIV and Exhibit R of the Teva Settlement Agreement, Section XIII and Exhibit R of the Allergan Settlement Agreement, Section X and Exhibit R of the CVS Settlement Agreement, Section IX and Exhibit R of the Walmart Settlement Agreement, Section X or Exhibit R of the Distributor Settlement Agreement, or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.
- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for

reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.

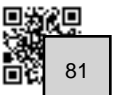
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master's preparation of a report of Costs does not discharge a Plaintiff Subdivision's reporting requirement under Section V(B)(2) of the Kroger Settlement Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Kroger a report of the fees and expenses incurred by the Special Master pursuant to Section V(B)(2) of the Kroger Settlement Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Kroger Settlement Agreement, Walgreens Settlement Agreement, Teva Settlement Agreement, Allergan Settlement Agreement, Distributor Settlement Agreement, CVS Settlement Agreement, Janssen Settlement Agreement, and the Walmart Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund. Any Plaintiff Subdivision that has submitted for reimbursement to any national fund and has not received a final determination by the First Claims Date may request that the settlement administrator withhold some or all of its payment from the CA Subdivision Fund in order to avoid repayment.
- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.



APPENDIX 3

CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Kroger Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys’ Fees, Costs, and Expenses) of the Kroger Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Kroger Settlement Agreement and CA Kroger Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Kroger Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Kroger Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Kroger Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibit R of the Kroger Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]	[SUBDIVISION SIGNATURE BLOCK]
[DATE]	[COUNSEL SIGNATURE BLOCK]
[DATE]	[ATTORNEY GENERAL SIGNATURE BLOCK]



Weil, Gotshal & Manges LLP

BY E-MAIL

2001 M Street, NW Suite 600
Washington, DC 20036
+1 202 682 7000 tel
+1 202 857 0940 fax

March 28, 2024

Chantale Fiebig
+1 (202) 682-7200
Chantale.Fiebig@weil.com

David Jones
Supervising Deputy Attorney General
Healthcare Rights & Access Section
Department of Justice
1300 I Street
Sacramento, CA 95814
Phone: (916) 210-7861
Email: David.Jones@doj.ca.gov

Re: Kroger Opioids Settlement Agreement

Dear Mr. Jones:

This letter summarizes the agreement reached between Kroger and the State of California regarding the multistate Kroger Settlement Agreement dated March 22, 2024 regarding opioid claims by states and subdivisions (the "Multistate Kroger Settlement Agreement").

The Kroger Co. and all of its direct and indirect subsidiaries ("Kroger"), and the State of California, by and through its Attorney General Rob Bonta, have agreed to the following modification to the Multistate Kroger Settlement Agreement in its application to California. For the avoidance of doubt, the limited modification set forth below applies only to California and to no other state or territory.

The "Prescription Red Flag" described in Section IX(5)(a) of Exhibit P to the Multistate Kroger Settlement Agreement is modified in its entirety to read as follows:

A Controlled Substance prescription fails to meet the requirements of law. For the sake of clarity, minor deficiencies in the patient's name, address, date of birth, or contact information are not a red flag if the pharmacist, in his or her professional judgment and usual course of practice, is able to resolve these deficiencies with the patient.

This limited California-specific modification was a necessary condition for California's decision to sign-on as a participating state to the Multistate Kroger Settlement Agreement.

For the avoidance of doubt, all other terms and provisions in the Multistate Kroger Settlement Agreement remain the same, including without limitation all "Prescription Red Flags" not specified above, all

David Jones
March 28, 2024
Page 2

Weil, Gotshal & Manges LLP

definitions, all release provisions, the eleven-year-payment schedule and all other terms and provisions of the payment schedule, and all other terms and provisions.

These terms and this letter shall be included in a stipulated judgment to be filed in a Superior Court in the State of California.

Sincerely,



Chantale Fiebig
Counsel for The Kroger Co.

SO AGREED BY AND ON BEHALF OF THE STATE OF CALIFORNIA:



Name: David A. Jones
Title: Supervising Deputy Attorney General
Date: March 29, 2024

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: Public Works Department

Subject: Community Center Renovation Project



Recommended Action: Approve the plans, specifications, and construction estimate for the Capitola Community Center Renovation Project; and authorize the Public Works Department to advertise for construction bids.

Background: In November 2022, the City Council authorized the City Manager to execute a Long-Term Use Agreement (LTUA) between the City of Capitola and Soquel Union Elementary School District for the Jade Street Park Property, which includes the Community Center. The agreement requires the completion of specific infrastructure improvements to the Community Center within four years. Additionally, "ancillary" improvements, such as flooring and partition replacements, are specified as intended enhancements by the City.

In February 2023, the City Council approved an agreement with Boone Low Ratliff Architects (BLRA) for the design of the Community Center Renovation Project, including site analysis, conceptual design preparation, and initial construction document development. On June 8, 2023, staff and BLRA presented a conceptual design for the Community Center Renovation Project, and the City Council subsequently authorized an amendment to the BLRA contract to finalize construction-ready documents.

In mid-June 2023, staff was informed of a \$1M allocation for the Project in the 2023 State Budget through the California Natural Resources Agency (CNRA). At their December 7, 2023, meeting, the Planning Commission approved the Design Permit to remodel the Capitola Community Center. In May 2024, the City received notice of the intent of award of a Community Development Block Grant (CDBG) of \$3.2M in construction funds. This funding necessitates bidding for the project in Summer 2024 and commencing construction in Fall 2024. Additionally, the City applied for an Association of Monterey Bay Area Governments (AMBAG) grant for EV charging infrastructure at the Community Center and was granted \$160,000 for that purpose.

On May 23, 2024, the City Council authorized the City Manager to execute Amendment 2 to the Professional Services Agreement with BLRA in the amount of \$37,000, for a total contract value of \$560,713, and to execute a Professional Services Agreement with Cumming Group for construction management services in the amount of \$300,000 for the Community Center Renovation Project.

On June 27, 2024, the City Council authorized a short-term lease agreement with Soquel Union Elementary School District for classroom space at Opal Cliffs School for the Community Services and Recreation Department during construction.

Although the CDBG grant agreement is not finalized, staff anticipates in the coming weeks it will be presented to City Council for approval. It is crucial to be prepared to bid this project as soon as possible to meet both the requirements of the CDBG grant and to align with the timing of the Department's operations.

Discussion: The plans, specifications, and construction estimate for the Capitola Community Center Renovation have been completed by BLRA. The final baseline construction estimate is \$5.3M. An updated scope and cost estimate is detailed in Table 1.

Table 1. Community Center Renovation Cost Estimate

Description	Cost Estimate
Building Exterior Improvements	
Demolition	\$ 271,000
Roof Replacement	\$ 255,000
Exterior Wall Repair and Modifications	\$ 935,000
Door and Windows	\$ 327,000
Exterior Finishes	\$ 50,000
Building Exterior Improvements Total	\$ 1,838,000
Building Interior Improvement	
Demolition	\$ 109,000
Interior Remodel - ADA Improvement, Offices	\$ 626,000
Door and Entryway	\$ 158,000
Interior Finishes Including Partitions	\$ 91,000
New Single User Restroom	\$ 254,000
Kitchen Remodel	\$ 234,000
HVAC	\$ 296,000
Electrical	\$ 342,000
Communications	\$ 240,000
Building Interior Improvement Total	\$ 2,350,000
Site Work	
Demolition	\$ 57,000
ADA Sitework	\$ 278,000
Electrical - Generator and EV Chargers	\$ 777,000
Site Work Total	\$ 1,112,000
Baseline Project Total	\$ 5,300,000
Site Work - Add Alternate	
Additional Demolition	\$ 72,000
Grading	\$ 56,000
Patios - Inclusive of Two Retaining Structures	\$ 699,000
Landscaping	\$ 31,000
Site Work - Add Alternate Total	\$ 858,000
Project Total with Patio Improvements	\$ 6,158,000

A copy of the title sheet of the plans and slides showing exterior and interior views, the site plan, and floorplan are included as Attachment 1. Copies of the full bid set plans and specifications are available for review in the Public Works Department. The cost for the exterior spaces exceeds the current budget for this project. Plans have been developed to complete any modifications to the outdoor spaces in such a way that the full intent can be realized if additional funds become available.

The projected schedule for the remainder of the project is as follows:

- **City Council Plan Approval:** July 25, 2024
- **Modify Recreation Space at Opal Cliffs:** August/September 2024
- **Prequalify Bidders:** Early September 2024
- **Bid Due Date:** Late September 2024
- **Contract Award:** October 2024
- **Recreation Move-Out/Roof Remediations:** October 2024
- **Begin Construction:** November 2024
- **Construction Completion:** October 2025

Environmental Determination: The proposed project is categorically excluded under the National Environmental Policy Act (NEPA) according to 24 CFR 58.35(a). It is also exempt from the California Environmental Quality Act (CEQA) under Public resources Code section 21084 and Section 15301 of the CEQA guidelines, which categorically exempts from CEQA projects consisting of the operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public structures, involving negligible or no expansion of existing or former use. The facilities and improvements will be retained in the same use without expansion and will have no significant environmental impact.

Fiscal Impact: In FY 2022-2023, \$150,000 was allocated for the design phase of the Project. Currently, the FY 2024-2025 budget includes \$1.65M for the completion of design and construction activities. Additionally, the Project has received \$1M from CNRA and awards totaling \$3.2M for construction from CDBG, along with \$160,000 from AMBAG, which are expected to be finalized shortly. The summary of project funding and costs is presented in Table 2.

Table 2. Community Center Renovation Costs and Funding Sources

Project Costs	
Design	\$ 560,000
Construction	\$ 5,300,000
Construction Management	\$ 300,000
Total Project Costs	\$ 6,160,000
Project Funding Sources	
FY 22-23 Budget	\$ 150,000
FY 24-25 Budget	\$ 1,650,000
CNRA Grant	\$ 1,000,000
CDBG Grant	\$ 3,200,000
AMBAG Grant	\$ 160,000
Total Project Funding	\$ 6,160,000

Attachments:

1. Project Plans

Report Prepared By: Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager

BOONE LOW RATLIFF ARCHITECTS, INC.
 2837 MISSION ST | SANTA CRUZ CA 95060

ARCHITECTS, INC.

THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCY IN DIMENSIONS, FIELD CONDITIONS OR OTHER INFORMATION THAT IS CONTAINED IN AND/OR DIFFERS FROM THESE DOCUMENTS.

THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITY RESULTING FROM UNAUTHORIZED USE.

COPYRIGHT STARTS FROM THE DATE OF THE EARLIEST CONTRACT THROUGH CONSTRUCTION DOCUMENTS.

CAPITOLA COMMUNITY CENTER REMODEL

4400 JADE STREET CAPITOLA, CA 95010

BY	REVISIONS	DATE
	CONCEPTUAL DESIGN SET	7/31/23
	MINOR DESIGN PERMIT SET	10/03/23
	50% CD SET	10/30/23
	95% CD SET	01/31/24

Date: 2/7/24
 Scale: AS NOTED
 Drawn:
 Job:
 Sheet

A2.0

Plotted On: 2/7/24

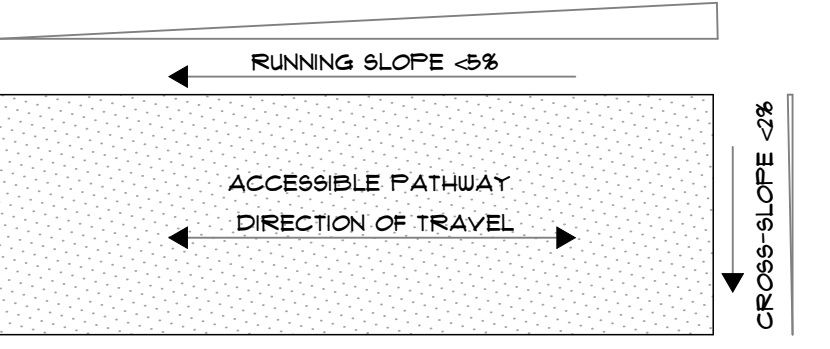
CONSTRUCTION NOTES:

- CONTRACTOR TO COORDINATE DELIVERIES TO SITE, SITE ACCESS AND STORAGE LOCATIONS WITH CLIENT.**
- A. CONSTRUCTION BEST MANAGEMENT PRACTICES (BMPs)-PROJECT CONSTRUCTION AND DEMOLITION ACTIVITIES SHALL COMPLY WITH THE CITY'S STORM WATER BEST MANAGEMENT PRACTICES FOR CONSTRUCTION. SEE THE CITY WEBSITE AT: [HTTPS://WWW.CITYOFSANTACRUZ.COM/GOVERNMENT/CITY-DEPARTMENTS/PUBLIC-WORKS/STORMWATER/BEST-MANAGEMENT-PRACTICES](https://www.cityofsantacruz.com/government/city-departments/public-works/stormwater/best-management-practices)
 - B. MATERIALS STORAGE: OPEN BAGS OF PARTICULATE, GRANULAR OR POWDER MATERIALS (SUCH AS PLASTER OR CONCRETE) SHOULD BE STORED INSIDE IF POSSIBLE. IF STORED OUTSIDE, THEY MUST BE COVERED OR CLOSED, AND DURING THE RAINY SEASON KEPT WITHIN SECONDARY CONTAINMENT.
 - C. PAINT & CHEMICAL STORAGE: PAINTS, CHEMICALS, AND SOLVENTS MUST BE PROPERLY STORED INSIDE OR WITHIN A SHED WITH DOUBLE CONTAINMENT.
 - D. REFUSE DUMPSTERS LIDS MUST BE KEPT CLOSED AND SECURED WHEN NOT IN USE.
 - E. CHECK THE SIDEWALK AND STREET DAILY DURING THE DEMOLITION AND CONSTRUCTION PHASES FOR SOIL OR SEDIMENT DRAG-OUT, AND SWEEP IF NEEDED.
 - F. REGULARLY MAINTAIN PROJECT EROSION CONTROL MEASURES. CHECK REGULARLY FOR DAMAGE DURING CONSTRUCTION WORK. ALL EROSION CONTROL MEASURES SHALL BE INSPECTED AFTER EACH SIGNIFICANT RAIN EVENT AND NEEDED REPAIRS MADE IMMEDIATELY UPON DETECTION.
 - G. THE CALGREEN MANDATORY REQUIREMENTS ARE LOCATED ON SHEET CA1

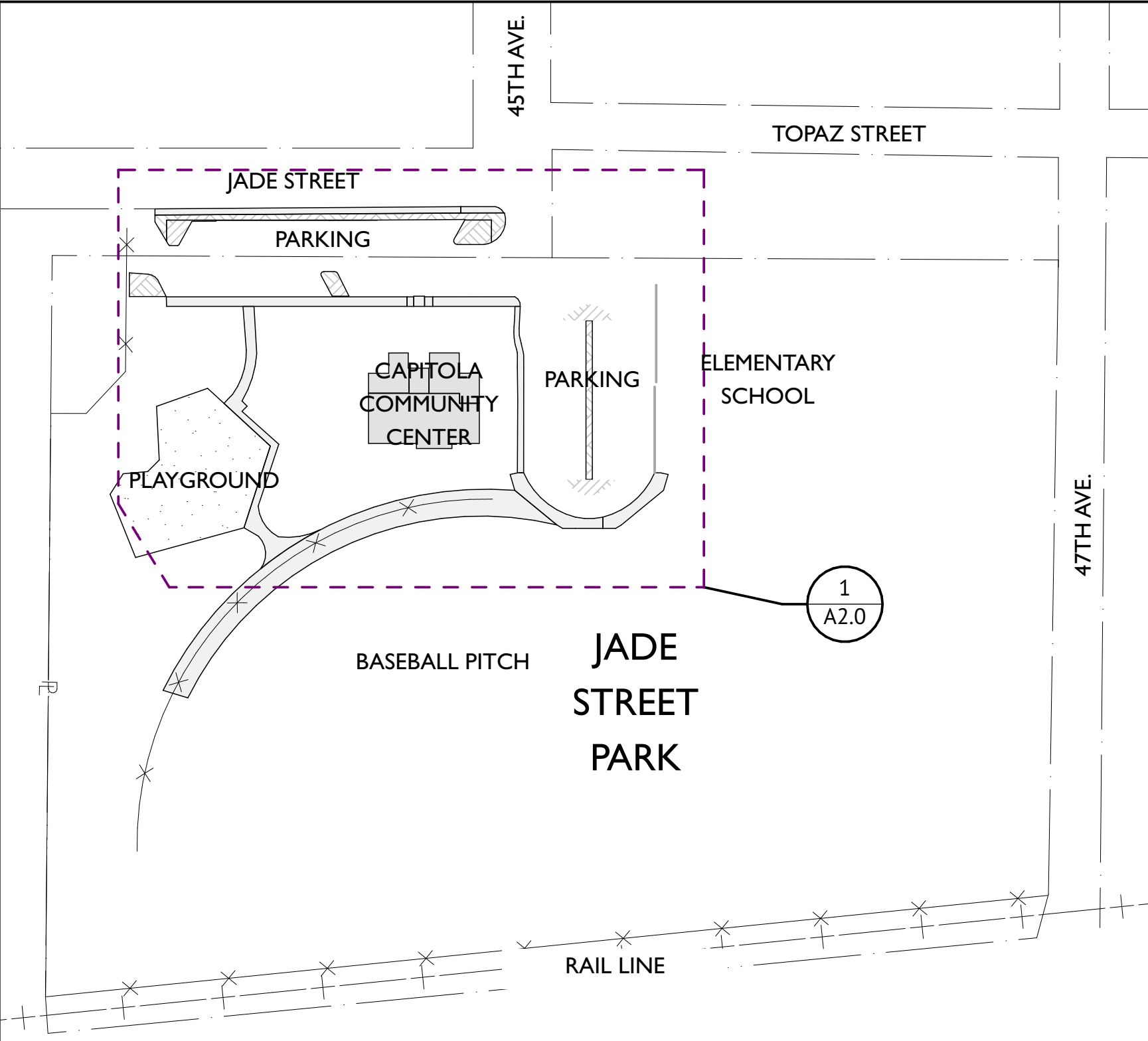
PATH OF TRAVEL GENERAL COMPLIANCE NOTES:

(E) ACCESSIBLE PATH OF TRAVEL IS PROVIDED ON SITE. IF THERE IS ANY NON-COMPLIANCE IN (E) P.O.T., IT MUST BE UPGRADED AS NEEDED TO COMPLY:

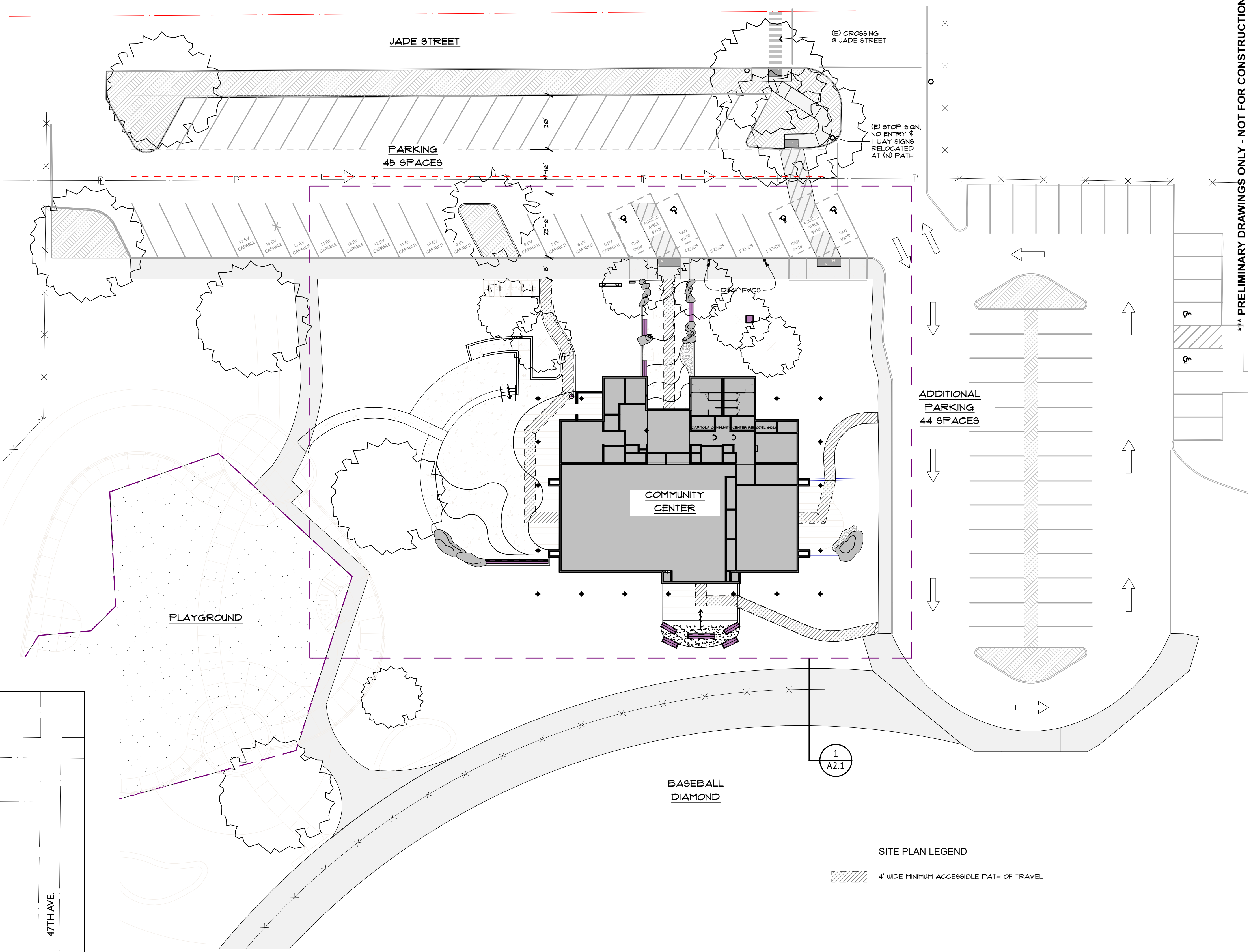
ACCESSIBLE PATH OF TRAVEL AS INDICATED ON THE PLAN IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAXIMUM SLOPE, OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAXIMUM AND AT LEAST 48" IN WIDTH. SURFACE IS STABLE, FIRM, AND SLIP RESISTANT. CROSS SLOPE SHALL NOT BE STEEPER THAN 1:48 AND SLOPE IN THE DIRECTION OF TRAVEL SHALL NOT BE STEEPER THAN 1:20. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL AND ABOVE 27" AND LESS THAN 90". ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL



DETAIL D: ACCESSIBLE PATH OF TRAVEL MAX. SLOPE



2 PROPERTY MAP
SCALE: 1" = 100'



1 SITE PLAN
SCALE: 1" = 20'

SITE PLAN NOTE:
FOR LANDSCAPE & PATIO AREAS, PLEASE SEE LANDSCAPE & CIVIL SHEETS

SITE PLAN LEGEND
 4' WIDE MINIMUM ACCESSIBLE PATH OF TRAVEL

SITE PARKING REQUIREMENTS:

ASSEMBLY AREA TOTAL = 3231 SQ.FT. REQUIRED PARKING 1/40 = 81 SPACES
 BUSINESS AREA TOTAL = 2165 SQ.FT. REQUIRED PARKING 1/300 = 8 SPACES
 TOTAL REQUIRED PARKING = 89 SPACES
 TOTAL AVAILABLE ON-SITE PARKING = 89 SPACES

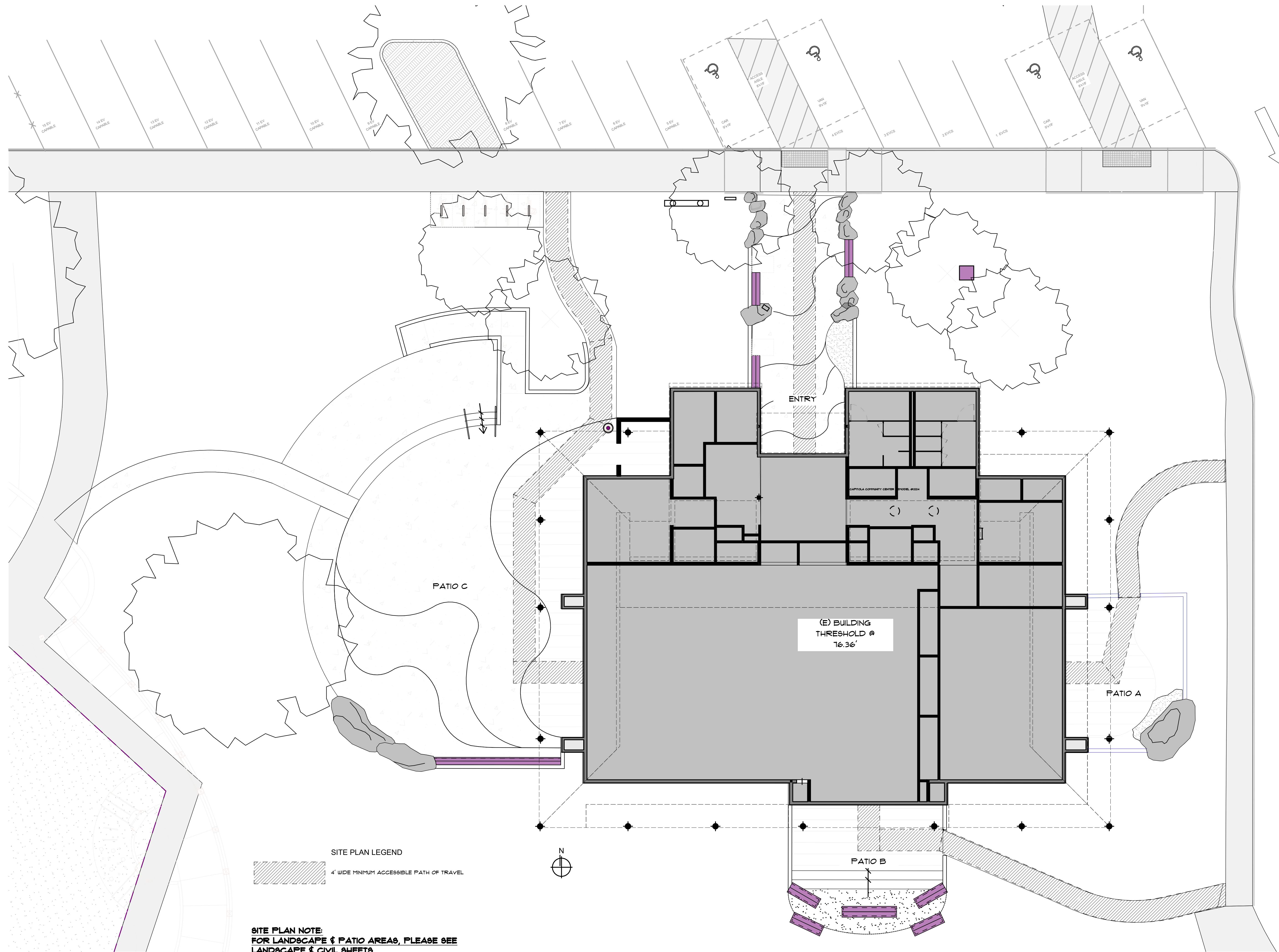
NUMBER OF ACCESSIBLE PARKING SPACES PER CBC 2022 TABLE 11B-209.2 = 4
 NUMBER OF VAN ACCESSIBLE SPACES REQUIRED = 1. NUMBER PROVIDED = 2


BICYCLE PARKING
 SHORT TERM SPACES = 10% OF REQUIRED PARKING SPACES = 9
 LONG TERM SPACES NOT REQUIRED (40,000 SQ.FT.)

*** PRELIMINARY DRAWINGS ONLY - NOT FOR CONSTRUCTION ***

SITE PLAN

ARCHICAD MASTER TEMPLATE (TM) BY BOBROW CONSULTING GROUP | ALL RIGHTS RESERVED | WWW.BOBROW.COM | WWW.ARCHICADTEMPLATE.COM



SITE PLAN LEGEND
 4' WIDE MINIMUM ACCESSIBLE PATH OF TRAVEL

SITE PLAN NOTE:
 FOR LANDSCAPE & PATIO AREAS, PLEASE SEE
 LANDSCAPE & CIVIL SHEETS

1 ENLARGED SITE PLAN
 SCALE: 1/8" = 1'-0"

*** PRELIMINARY DRAWINGS ONLY - NOT FOR CONSTRUCTION ***

**BOONE
LOW
RATLIFF**
 ARCHITECTS, INC.
 2837 MISSION ST | SANTA CRUZ CA 95060

THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCY IN DIMENSIONS, FIELD CONDITIONS OR OTHER INFORMATION THAT IS CONTAINED IN AND/OR DIFFERS FROM THESE DOCUMENTS.
 THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITY RESULTING FROM UNAUTHORIZED USE.
 COPYRIGHT STARTS FROM THE DATE OF THE EARLIEST CONTRACT THROUGH CONSTRUCTION DOCUMENTS.

CAPITOLA COMMUNITY CENTER REMODEL
**4400 JADE STREET
 CAPITOLA, CA 95010**

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE
	CONCEPTUAL DESIGN SET	7/31/23
	MINOR DESIGN PERMIT SET	10/03/23
	50% CD SET	10/30/23
	95% CD SET	01/31/24

Date: 2/7/24
 Scale: AS NOTED
 Drawn:
 Job:
 Sheet:

A2.1
 Plotted On: 2/7/24

ENLARGED SITE PLAN

SEAL

ARCHICAD MASTERTEMPLATE (TM) BY BOBROW CONSULTING GROUP | ALL RIGHTS RESERVED | WWW.BOBROW.COM | www.archicadtemplate.com

Item 8 D.

BOONE LOW RATLIFF ARCHITECTS, INC.
 2837 MISSION ST | SANTA CRUZ CA 95060

THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCY IN DIMENSIONS, FIELD CONDITIONS OR OTHER INFORMATION THAT IS CONTAINED IN AND/OR DIFFERS FROM THESE DOCUMENTS.

THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITY RESULTING FROM UNAUTHORIZED USE.

COPYRIGHT STARTS FROM THE DATE OF THE EARLIEST CONTRACT THROUGH CONSTRUCTION DOCUMENTS.

CAPITOLA COMMUNITY CENTER REMODEL

**4400 JADE STREET
CAPITOLA, CA 95010**

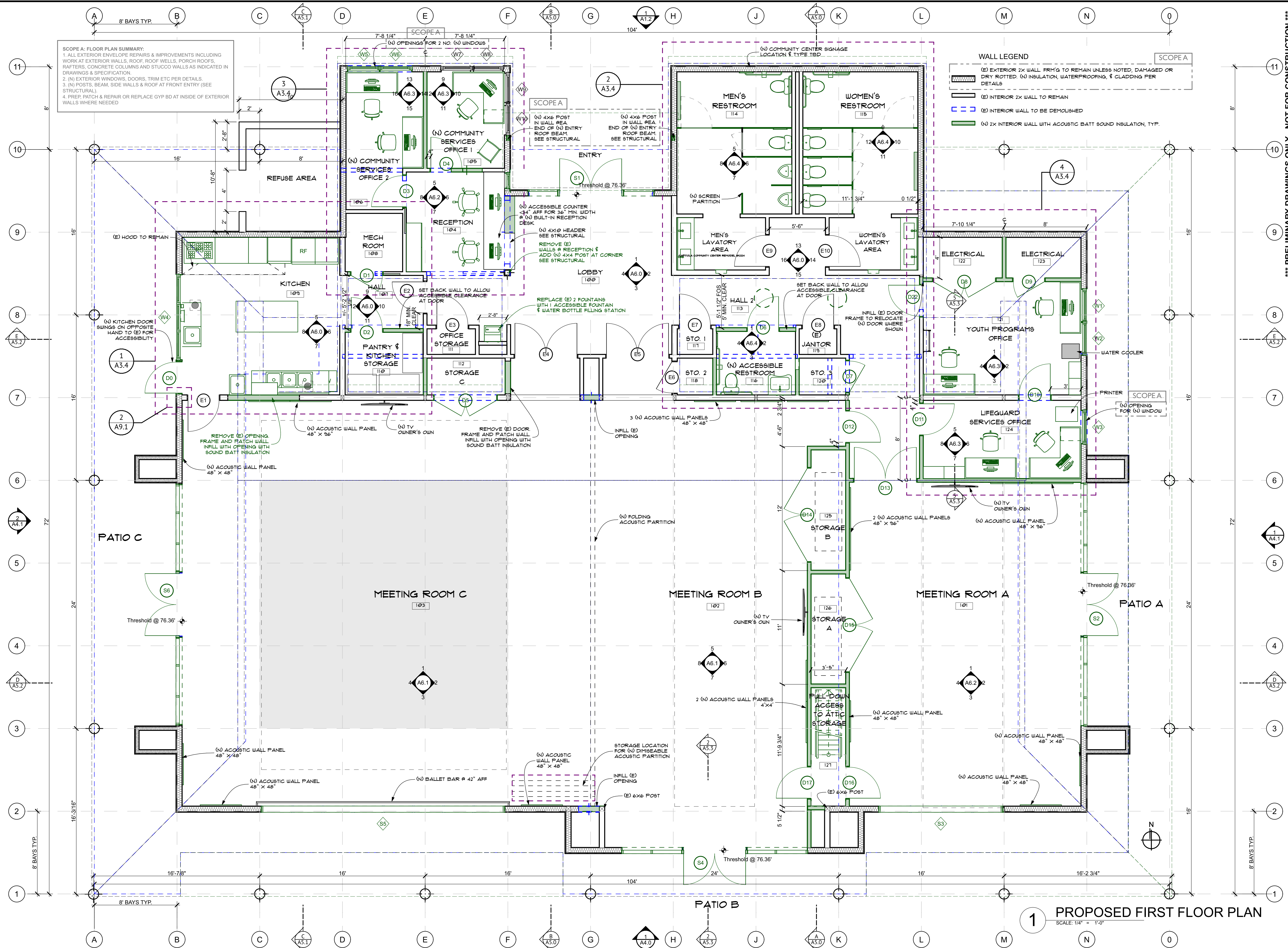
BY	REVISIONS	DATE
	CONCEPTUAL DESIGN SET	7/31/23
	MINOR DESIGN PERMIT SET	10/03/23
	50% CD SET	10/30/23
	95% CD SET	01/31/24

Date: 2/7/24
 Scale: AS NOTED
 Drawn:
 Job:
 Sheet:

A3.0

Plotted On: 2/7/24

PROPOSED FIRST FLOOR PLAN



1 PROPOSED FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"

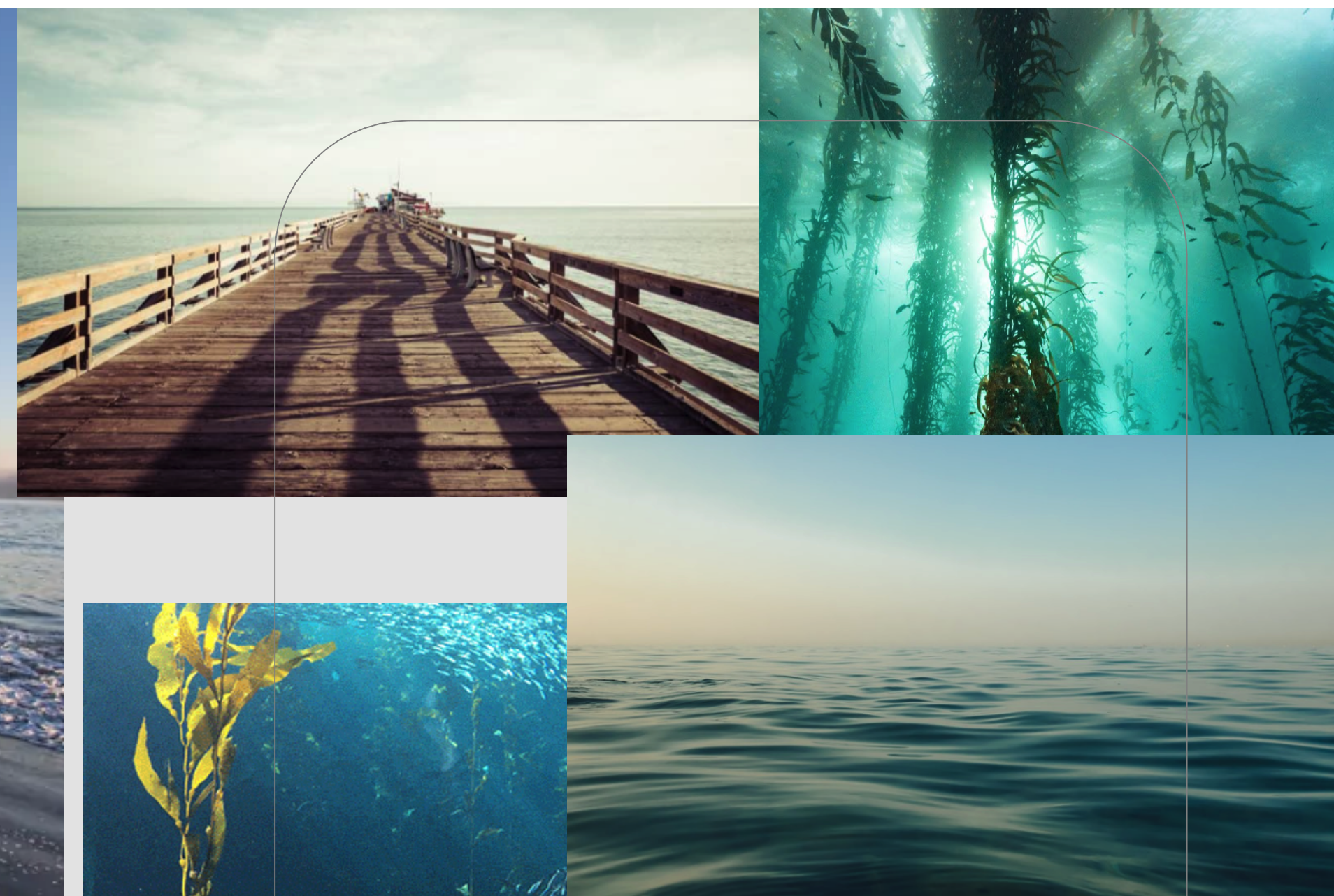
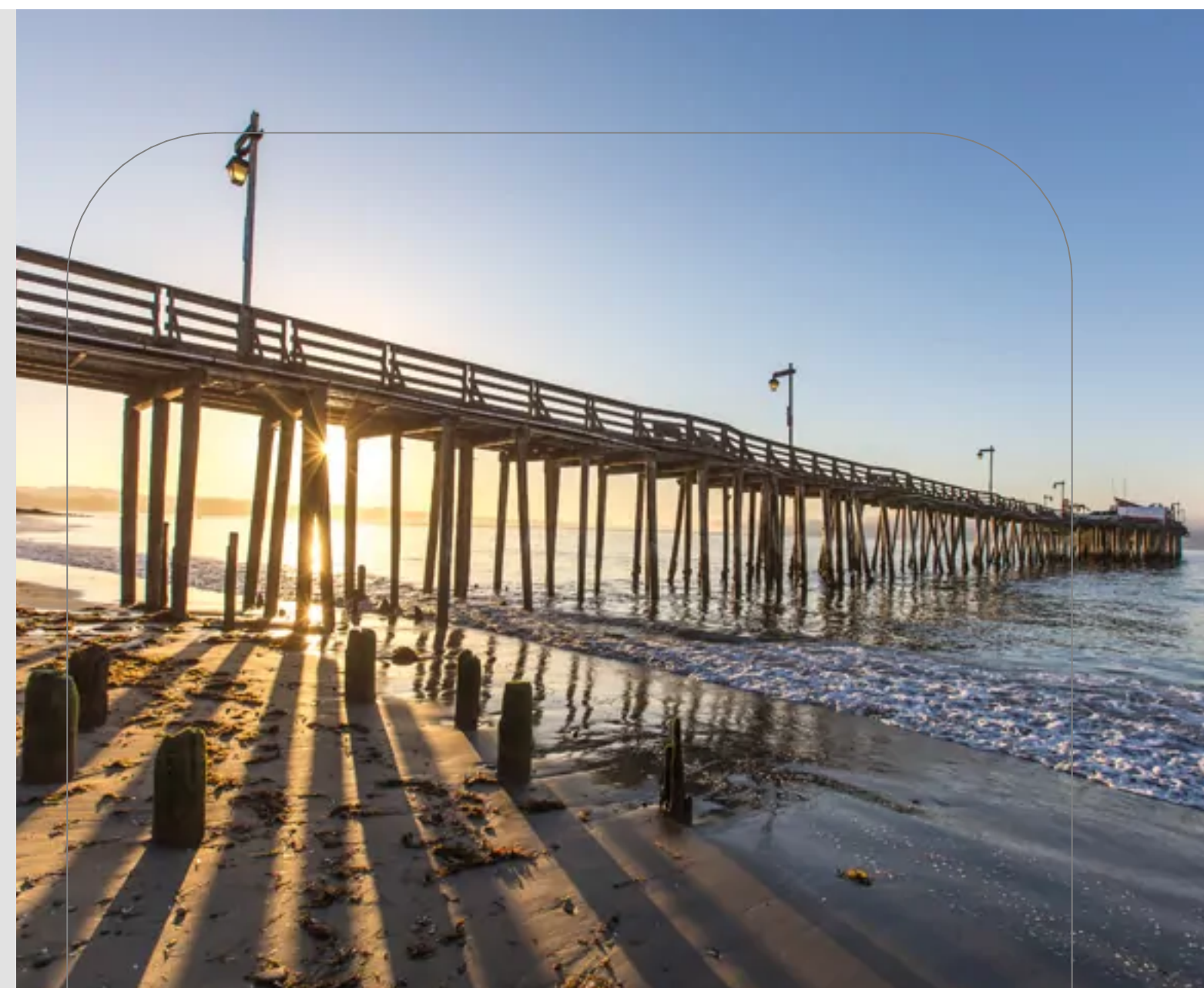
*** PRELIMINARY DRAWINGS ONLY - NOT FOR CONSTRUCTION ***

ARCHICAD MASTERTEMPLATE (TM) BY BOBROW CONSULTING GROUP | ALL RIGHTS RESERVED | WWW.BOBROW.COM | WWW.ARCHICADTEMPLATE.COM

OVER | BLUFFS | COMMUNITY | CONNECTION

AT | WHARF & BEACH | ACTIVITY & MOVEMENT

UNDER | OCEAN | CONTEMPLATION



COLOR WALL HIGHLIGHTS & ACOUSTIC PANELS

COLOR WALL HIGHLIGHTS & ACOUSTIC PANELS

COLOR WALL HIGHLIGHTS & ACOUSTIC PANELS

COLORS

COLORS

COLORS



WARM WOOD ACCENTS



MIXED WOOD ACCENTS

ORIGINAL WHARF WOOD WALL @ LOBBY & RECEPTION DESK



COOL WOOD ACCENTS

WALLS

WALLS

WALLS

FLOORING

FLOORING

FLOORING

MARMOLEUM FLOORING

MARMOLEUM FLOORING

MARMOLEUM FLOORING

MEETING ROOM C

MEETING ROOM B & ENTRY/ HALLWAYS

MEETING ROOM A

TILE IN HALL, KITCHEN & RESTROOMS

*** PRELIMINARY DRAWINGS ONLY - NOT FOR CONSTRUCTION ***

BOONE
LOW
RATLIFF
ARCHITECTS, INC.
2837 MISSION ST | SANTA CRUZ CA 95060

THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCY IN DIMENSIONS, FIELD CONDITIONS OR OTHER INFORMATION THAT IS CONTAINED IN AND/OR DIFFERS FROM THESE DOCUMENTS.
THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITY RESULTING FROM UNAUTHORIZED USE.
COPYRIGHT STARTS FROM THE DATE OF THE EARLIEST CONTRACT THROUGH CONSTRUCTION DOCUMENTS.

CAPITOLA COMMUNITY CENTER REMODEL

4400 JADE STREET
CAPITOLA, CA 95010

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE
	CONCEPTUAL DESIGN SET	7/31/23
	MINOR DESIGN PERMIT SET	10/03/23
	50% CD SET	10/30/23
	95% CD SET	01/31/24

Date: 2/7/24
Scale: AS NOTED
Drawn:
Job:
Sheet:

A8.2

Plotted On: 2/7/24

INTERIOR COLORS & FINISHES

Item 8 D.
SEAL

ARCHICAD MASTERTEMPLATE (TM) BY BOBROW CONSULTING GROUP | ALL RIGHTS RESERVED | WWW.BOBROW.COM | WWW.ARCHICADTEMPLATE.COM

SEAL

THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCY IN DIMENSIONS, FIELD CONDITIONS OR OTHER INFORMATION THAT IS CONTAINED IN AND/OR DIFFERS FROM THESE DOCUMENTS.

THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITY RESULTING FROM UNAUTHORIZED USE.

COPYRIGHT STARTS FROM THE DATE OF THE EARLIEST CONTRACT THROUGH CONSTRUCTION DOCUMENTS.

CAPITOLA COMMUNITY CENTER REMODEL

4400 JADE STREET
CAPITOLA, CA 95010

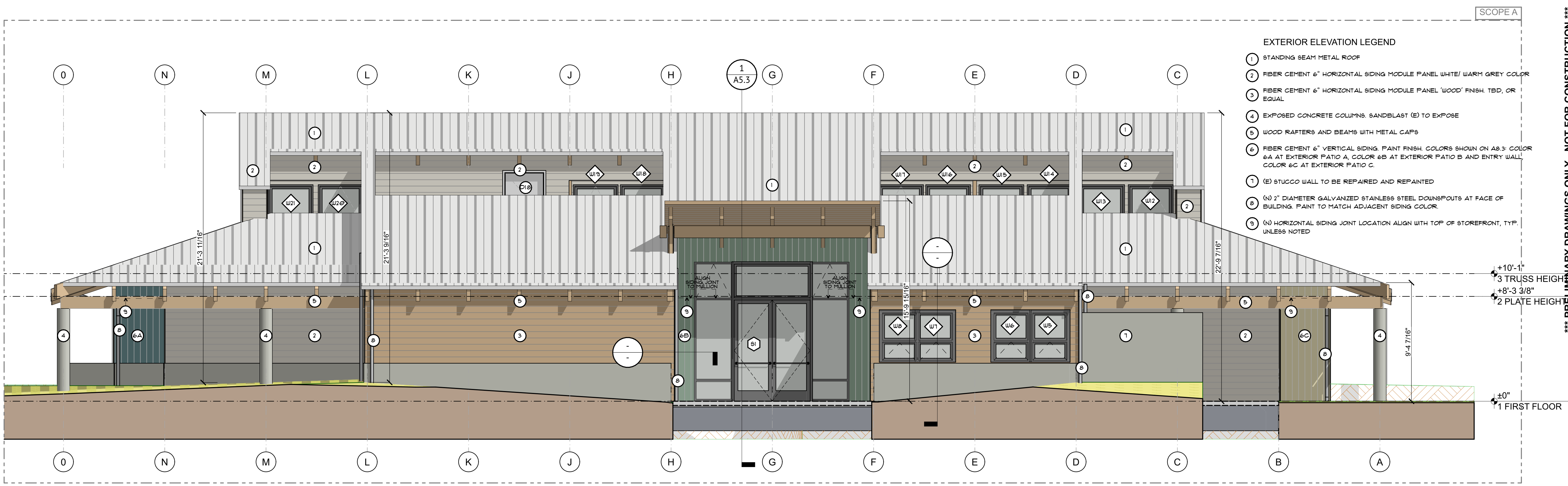
PROPOSED BUILDING ELEVATIONS

BY	REVISIONS	DATE
	CONCEPTUAL DESIGN SET	7/31/23
	MINOR DESIGN PERMIT SET	10/03/23
	50% CD SET	10/30/23
	95% CD SET	01/31/24

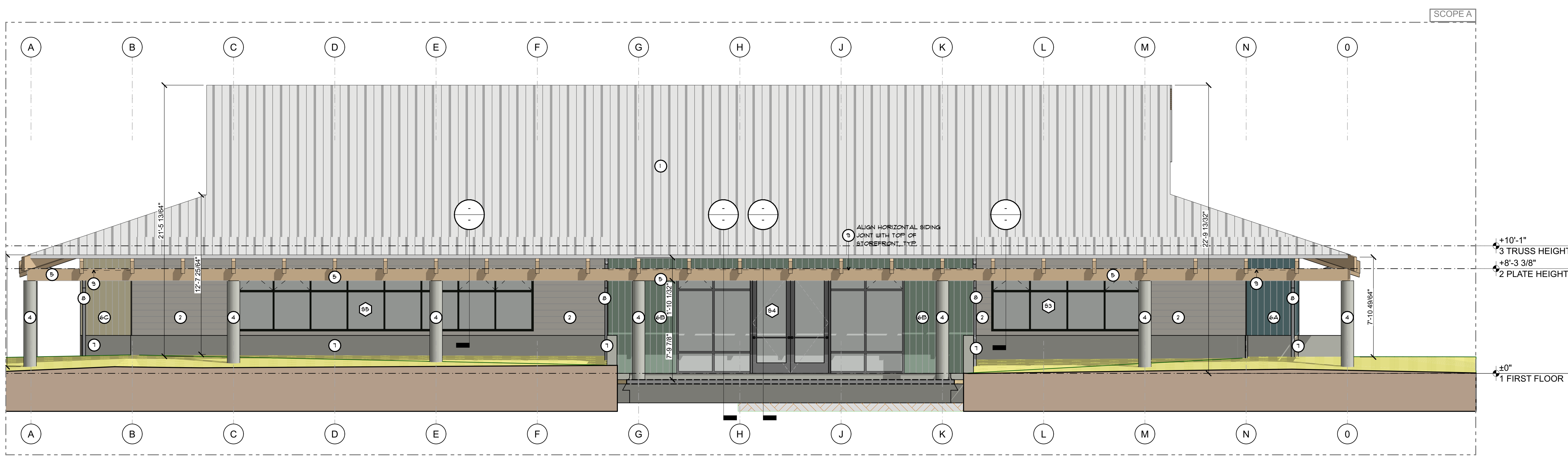
Date:	2/7/24
Scale:	AS NOTED
Drawn:	
Job:	
Sheet:	

A4.0
Plotted On: 2/7/24

- EXTERIOR ELEVATION LEGEND**
- 1 STANDING SEAM METAL ROOF
 - 2 FIBER CEMENT 6" HORIZONTAL SIDING MODULE PANEL WHITE/ WARM GREY COLOR
 - 3 FIBER CEMENT 6" HORIZONTAL SIDING MODULE PANEL 'WOOD' FINISH. TBD, OR EQUAL
 - 4 EXPOSED CONCRETE COLUMNS. SANDBLAST (E) TO EXPOSE
 - 5 WOOD RAFTERS AND BEAMS WITH METAL CAPS
 - 6 FIBER CEMENT 6" VERTICAL SIDING. PAINT FINISH. COLORS SHOWN ON A8.3. COLOR 6A AT EXTERIOR PATIO A, COLOR 6B AT EXTERIOR PATIO B AND ENTRY WALL, COLOR 6C AT EXTERIOR PATIO C.
 - 7 (E) STUCCO WALL TO BE REPAIRED AND REPAINTED
 - 8 (N) 2" DIAMETER GALVANIZED STAINLESS STEEL DOWNSPOUTS AT FACE OF BUILDING. PAINT TO MATCH ADJACENT SIDING COLOR.
 - 9 (N) HORIZONTAL SIDING JOINT LOCATION ALIGN WITH TOP OF STOREFRONT, TYP. UNLESS NOTED



2 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



1 PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

SCOPE A: EXTERIOR ELEVATIONS SUMMARY:
 *ALL WORK SHOWN IS INCLUDED IN SCOPE A
 1. ALL EXTERIOR ENVELOPE REPAIRS & IMPROVEMENTS INCLUDING WORK AT EXTERIOR WALLS, ROOF, ROOF WELLS, PORCH ROOFS, RAFTERS, CONCRETE COLUMNS AND STUCCO WALLS AS INDICATED IN DRAWINGS & SPECIFICATION.
 2. (N) EXTERIOR WINDOWS, DOORS, TRIM ETC PER DETAILS.
 3. (N) POSTS, BEAM, SIDE WALLS & ROOF AT FRONT ENTRY (SEE STRUCTURAL).
 4. REPLACE (E) BUILT-UP FLAT ROOFS AT WELLS WITH (N) SINGLE-PLY MEMBRANE COOL ROOF PER DETAILS.
 5. EXTEND EAVES TO COVER RAFTER ENDS, TYP. WHERE SHOWN PER DETAILS.
 6. (N) STANDING SEAM ROOF, UNDERLAYMENTS, FLASHING, INSULATION, GUTTERS & DOWNSPOUTS PER DRAWINGS.

**BOONE
LOW
RATLIFF**
ARCHITECTS, INC.
2837 MISSION ST | SANTA CRUZ CA 95060

THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCY IN DIMENSIONS, FIELD CONDITIONS OR OTHER INFORMATION THAT IS CONTAINED IN AND/OR DIFFERS FROM THESE DOCUMENTS.

THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITY RESULTING FROM UNAUTHORIZED USE.

COPYRIGHT STARTS FROM THE DATE OF THE EARLIEST CONTRACT THROUGH CONSTRUCTION DOCUMENTS.

*** PRELIMINARY DRAWINGS ONLY - NOT FOR CONSTRUCTION ***

CAPITOLA COMMUNITY CENTER REMODEL

4400 JADE STREET
CAPITOLA, CA 95010

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

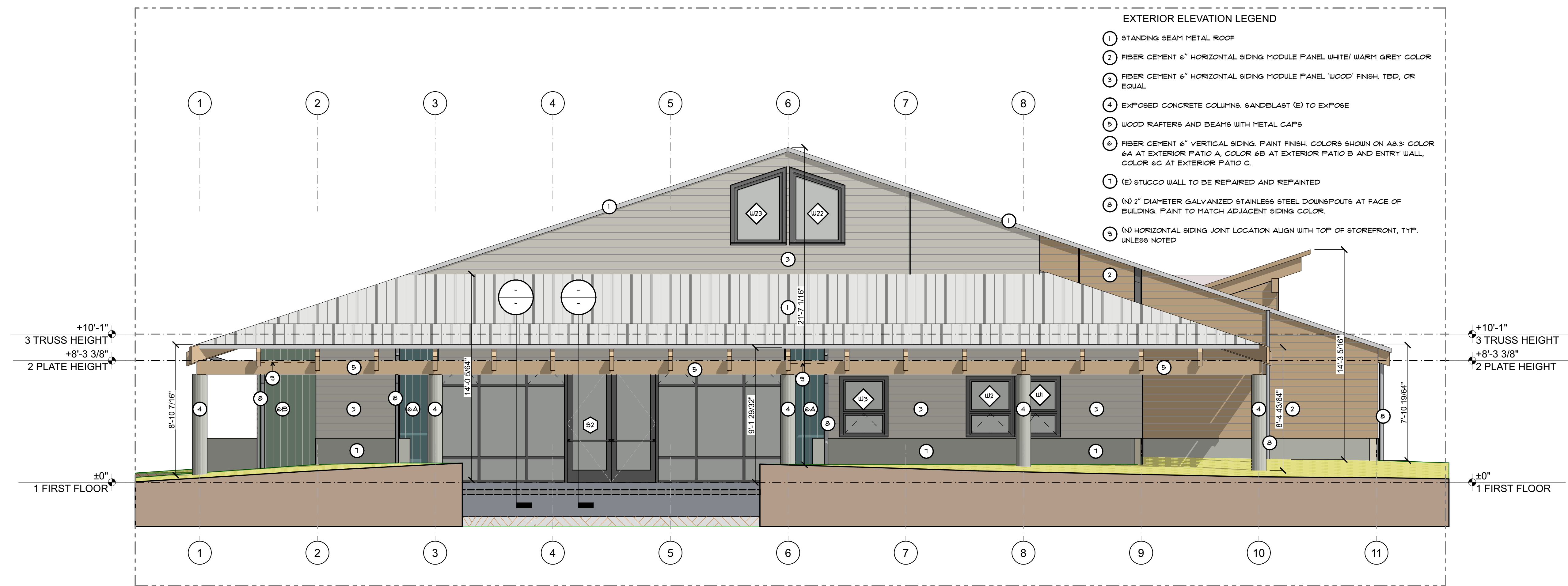
BY	REVISIONS	DATE
	CONCEPTUAL DESIGN SET	7/31/23
	MINOR DESIGN PERMIT SET	10/03/23
	50% CD SET	10/30/23
	95% CD SET	01/31/24

Date: 2/7/24
Scale: AS NOTED
Drawn:
Job:
Sheet:

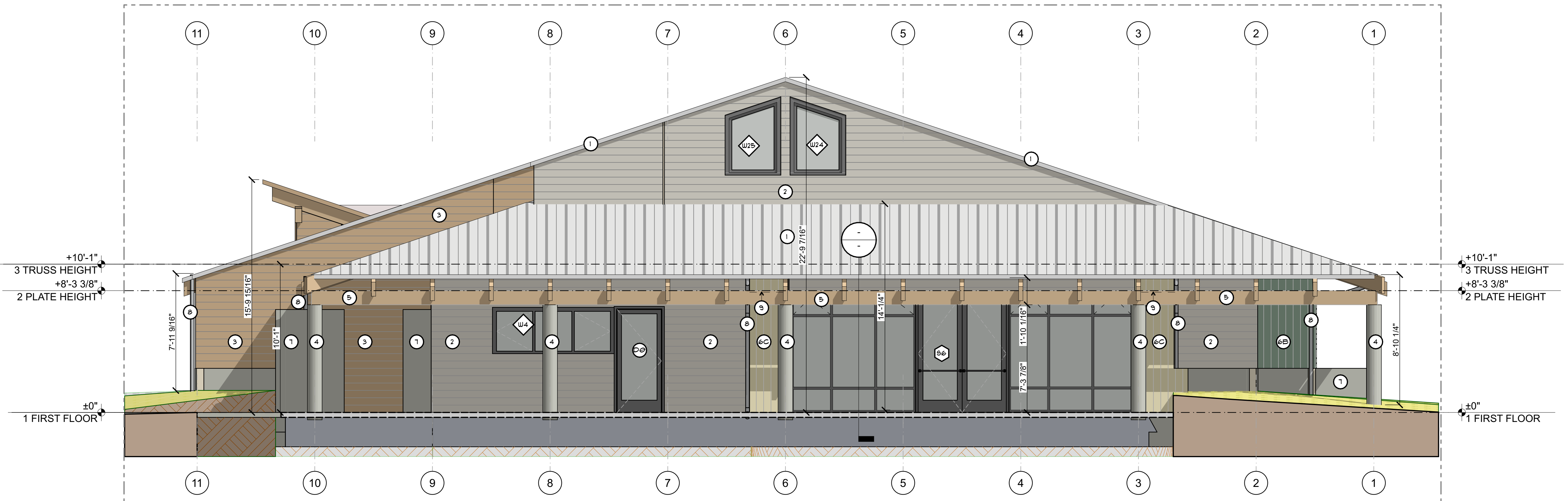
A4.1

Plotted On: 2/7/24

PROPOSED BUILDING ELEVATIONS (CONT)



1 PROPOSED EAST ELEVATION
SCALE: 1/4" = 1'-0"



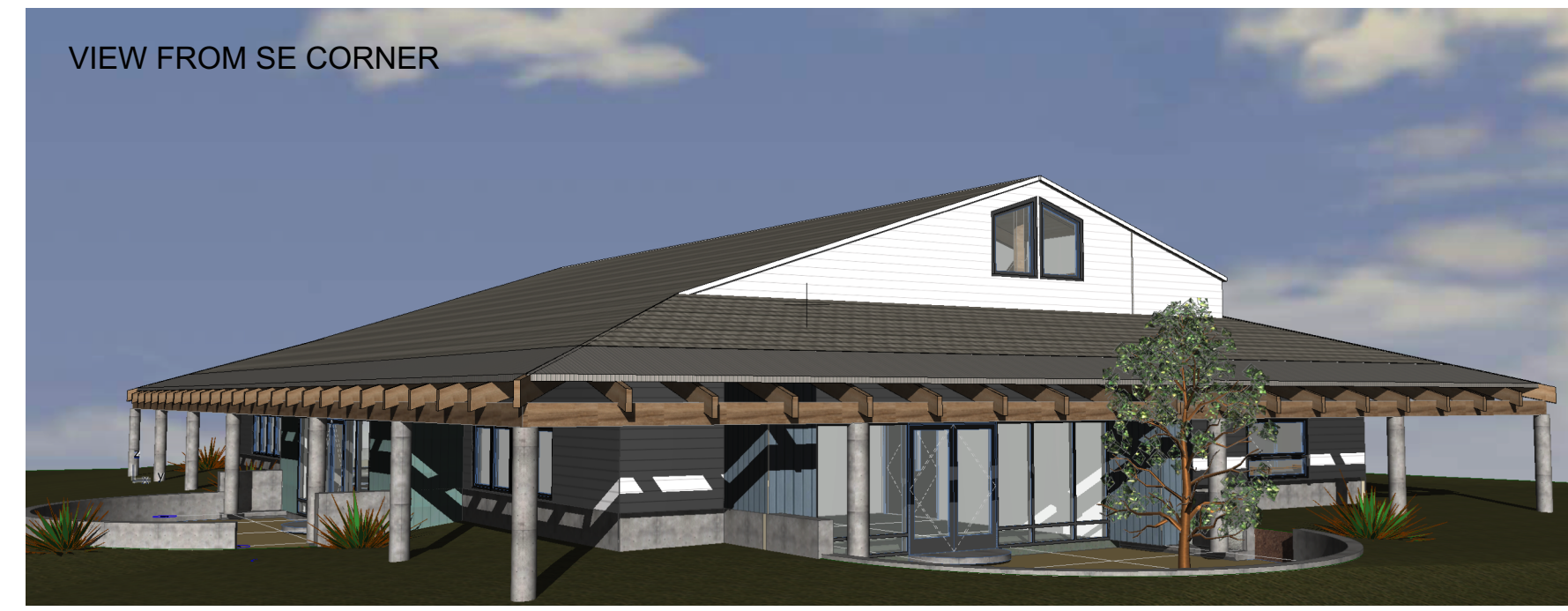
2 PROPOSED WEST ELEVATION
SCALE: 1/4" = 1'-0"

SCOPE A: EXTERIOR ELEVATIONS SUMMARY:
ALL WORK SHOWN IS INCLUDED IN SCOPE A
1. ALL EXTERIOR ENVELOPE REPAIRS & IMPROVEMENTS INCLUDING WORK AT EXTERIOR WALLS, ROOF, ROOF WELLS, PORCH ROOFS, RAFTERS, CONCRETE COLUMNS AND STUCCO WALLS AS INDICATED IN DRAWINGS & SPECIFICATION.
2. (N) EXTERIOR WINDOWS, DOORS, TRIM ETC PER DETAILS.
3. (N) POSTS, BEAM, SIDE WALLS & ROOF AT FRONT ENTRY (SEE STRUCTURAL).
4. REPLACE (E) BUILT-UP FLAT ROOFS AT WELLS WITH (N) SINGLE-PLY MEMBRANE COOL ROOF PER DETAILS.
5. EXTEND EAVES TO COVER RAFTER ENDS, TYP. WHERE SHOWN PER DETAILS.
6. (N) STANDING SEAM ROOF. UNDERLAYMENTS, FLASHING, INSULATION, GUTTERS & DOWNSPOUTS PER DRAWINGS.

PROPOSED EXTERIOR VIEWS



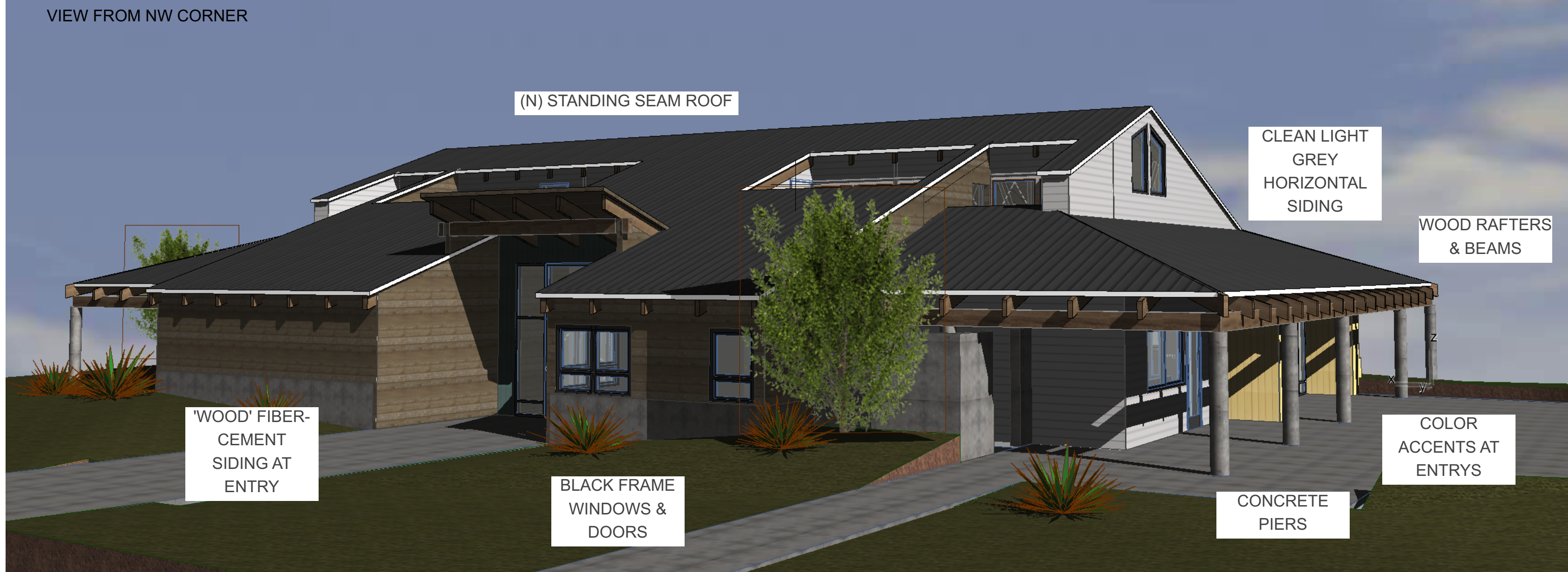
VIEW FROM SW CORNER



VIEW FROM SE CORNER

SCOPE A: EXTERIOR COLOR & FINISHES SUMMARY:
*COLORS AND FINISHES SHOWN ON THIS SHEET RELATE TO WORK INCLUDED IN SCOPE A

PROPOSED EXTERIOR FINISHES



VIEW OF SOUTH PATIO B



VIEW OF NORTH ENTRY

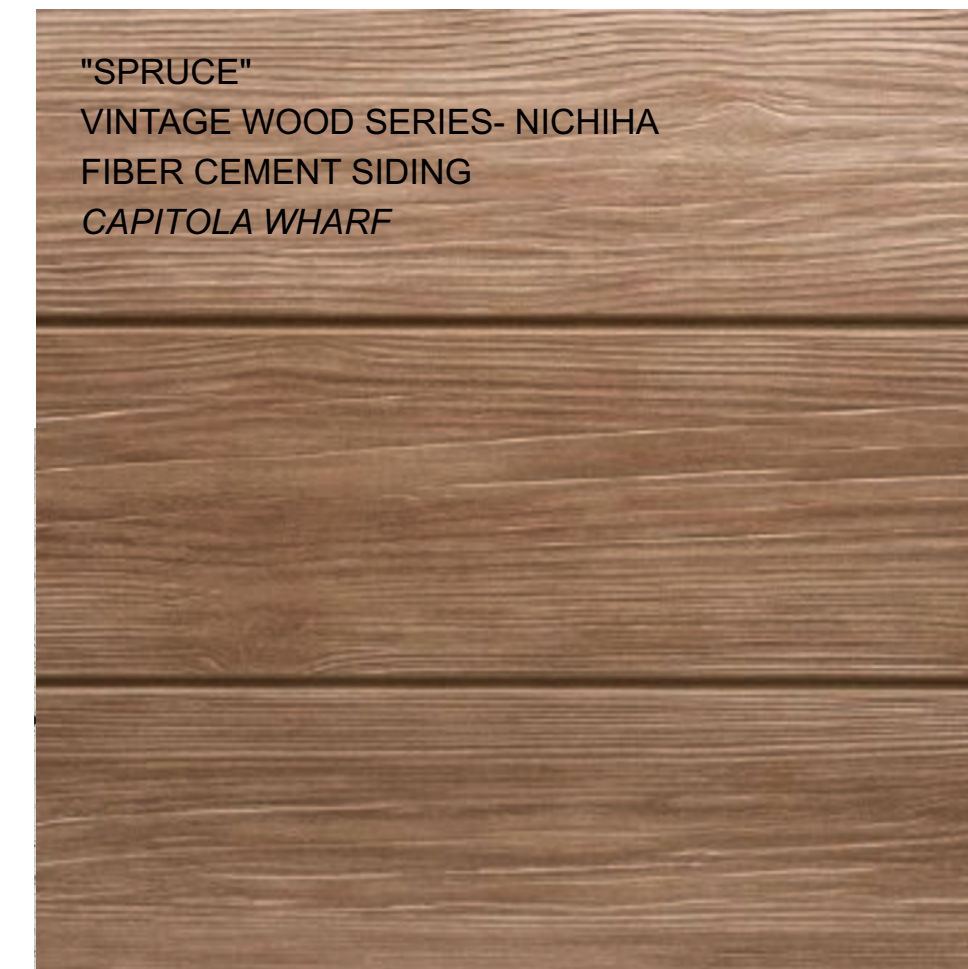
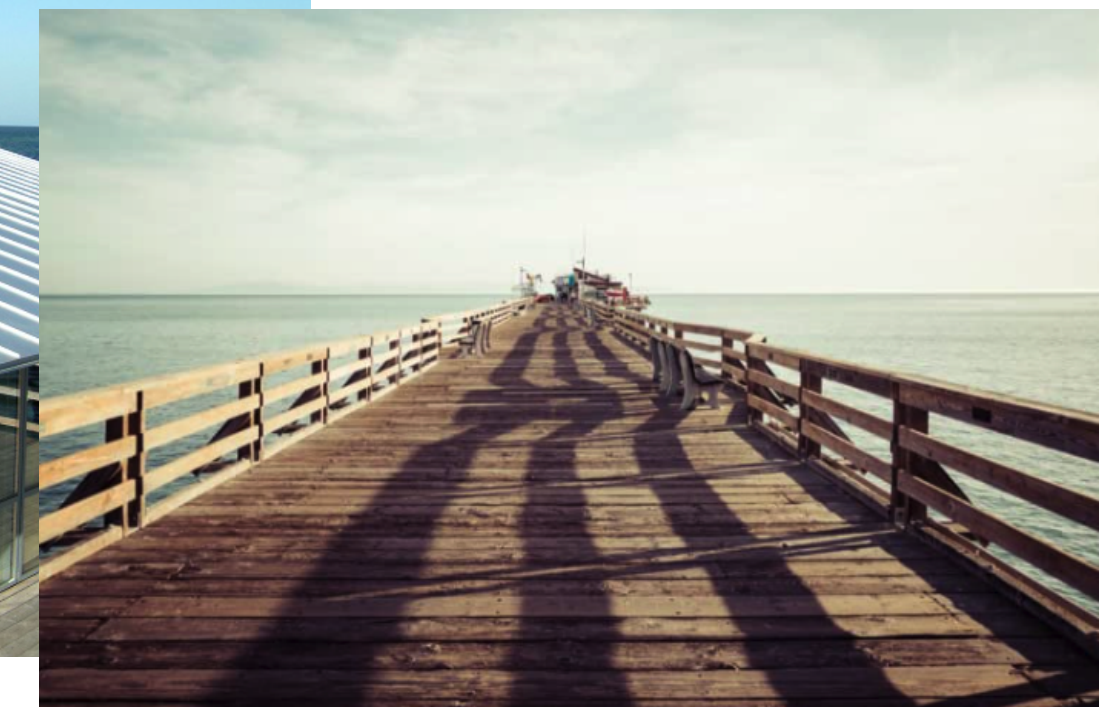
EXISTING EXTERIOR VIEWS



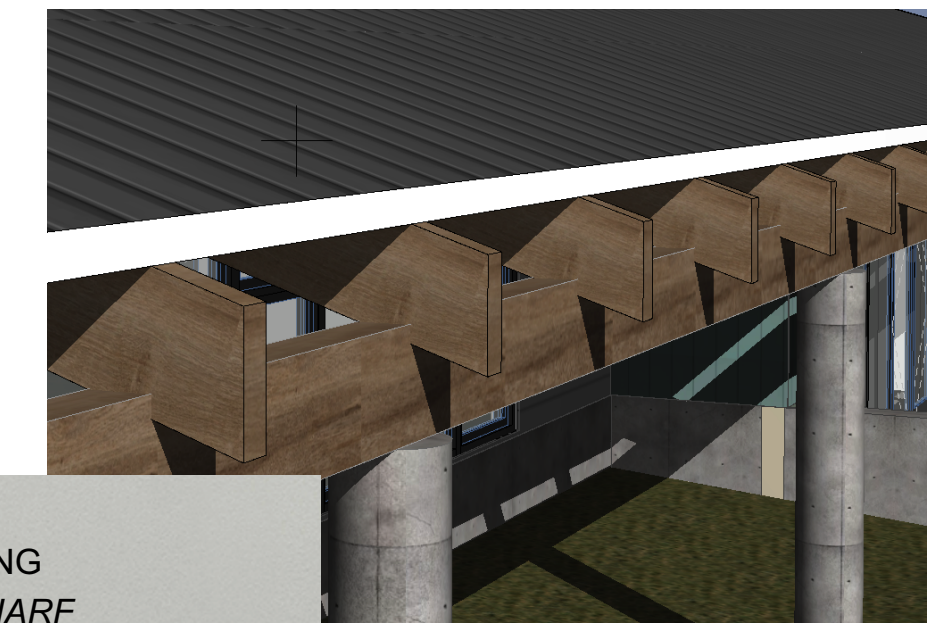
COLOR BOARD & MATERIALS



STANDING SEAM METAL ROOF:
OCEAN



"SPRUCE"
VINTAGE WOOD SERIES- NICHIIHA
FIBER CEMENT SIDING
CAPITOLA WHARF



GREY FIBER
CEMENT SIDING
CAPITOLA WHARF



SAND BLASTED CONCRETE COLUMNS
CAPITOLA WHARF



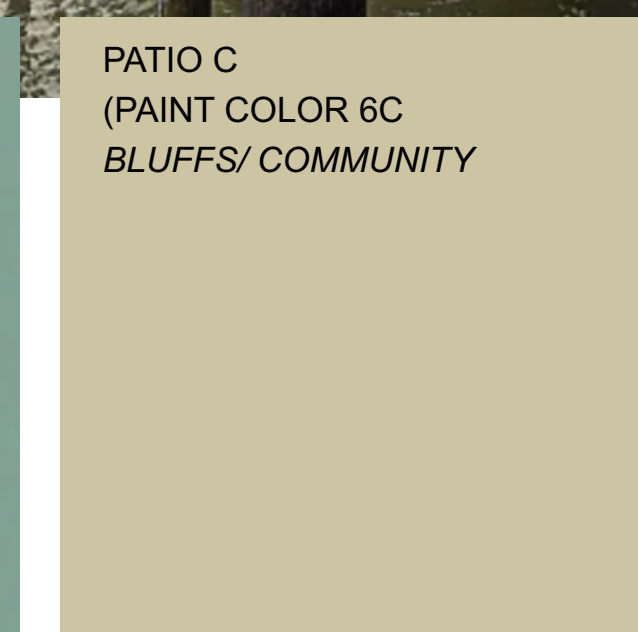
HIGHLIGHT PAINT COLORS AT PATIO
DOORS



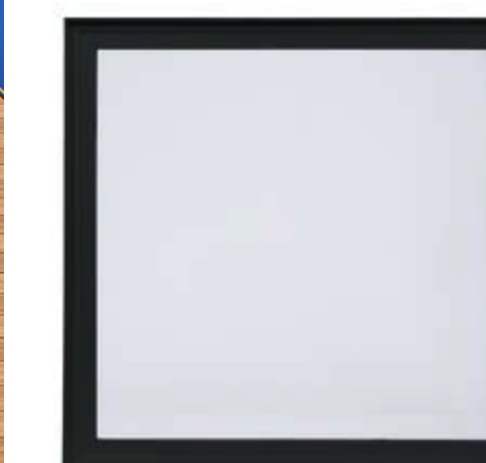
PATIO A
(PAINT COLOR 6A)
OCEAN/
CONTEMPLATION



PATIO B & ENTRY WALL
(PAINT COLOR 6B)
WHARF/ BEACH

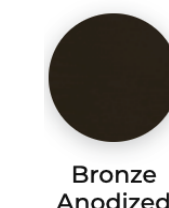


PATIO C
(PAINT COLOR 6C)
BLUFFS/ COMMUNITY



MILGARD, OR EQUAL ALUMINIUM
WINDOWS
BRONZE ANODIZED

EXTERIOR FRAME COLOR



Bronze
Anodized

THE ARCHITECT MUST BE NOTIFIED OF ANY DISCREPANCY IN DIMENSIONS, FIELD CONDITIONS OR OTHER INFORMATION THAT IS CONTAINED IN AND/OR DIFFERS FROM THESE DOCUMENTS.
THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT. THE ARCHITECT DISCLAIMS ANY RESPONSIBILITY RESULTING FROM UNAUTHORIZED USE.
COPYRIGHT STARTS FROM THE DATE OF THE EARLIEST CONTRACT THROUGH CONSTRUCTION DOCUMENTS.

*** PRELIMINARY DRAWINGS ONLY - NOT FOR CONSTRUCTION ***

CAPITOLA COMMUNITY CENTER REMODEL

4400 JADE STREET
CAPITOLA, CA 95010

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY	REVISIONS	DATE
	CONCEPTUAL DESIGN SET	7/31/23
	MINOR DESIGN PERMIT SET	10/03/23
	50% CD SET	10/30/23
	95% CD SET	01/31/24

Date: 2/7/24
Scale: AS NOTED
Drawn:
Job:
Sheet

ARCHICAD MASTERTEMPLATE (TM) BY BOBROW CONSULTING GROUP | ALL RIGHTS RESERVED | WWW.BOBROW.COM | WWW.ARCHICADTEMPLATE.COM

Capitola City Council

Agenda Report



Meeting: July 25, 2024

From: City Manager Department

Subject: Memorandum of Understanding with Police Captains Employee Group

Recommended Action: 1) Authorize the City Manager to execute a successor agreement to the existing Memorandum of Understanding with negotiated changes for the Police Captain employee group; and 2) adopt a resolution approving the updated salary schedule, effective July 21, 2024.

Background: The City of Capitola's employees are divided into five bargaining groups, with associated agreements. The City's Employee Memoranda of Understanding (MOUs) expired at the end of June 2024. As required by state law, the City has participated in good faith negotiations with the bargaining groups on working conditions, salary, and benefit changes. The City of Capitola and all employee bargaining groups began negotiation meetings in March 2024. The City Council gave the City's negotiator fiscal authority based on the City's ten-year budget forecast, the results of a Salary Survey, and known concerns regarding healthcare plan costs. Four of the City's five bargaining groups have signed contracts through June 30, 2027.

Discussion: On June 28, 2024, the Police Captain employee group tentatively agreed with the City's offer and signed a tentative agreement on July 8. The proposed MOU includes significant formatting changes. Rather than a red-lined document, the MOU is included as Attachment 1 with the 2021 – 2024 MOU as Attachment 2 for comparison.

Fiscal Impact: In fiscal year 2024-25, the estimated fiscal impact of the negotiated changes to the Police Captain Employee MOU is \$18,750. This total includes \$12,750 in Cost of Living Adjustments (COLAs); and \$6,000 in healthcare contributions.

Attachments:

1. Proposed 2024 – 2027 MOU
2. 2021-2024 MOU
3. Proposed Resolution with Exhibit A: Salary Schedule

Report Prepared By: Chloé Woodmansee, Assistant to the City Manager

Reviewed By: Julia Gautho, City Clerk; Jim Malberg, Finance Director; Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
POLICE CAPTAINS AND CITY OF CAPITOLA
TERM: 7/25/2024 – 6/30/2027**

Contents

SECTION I: PERSONNEL RULES 3

SECTION II: SALARY 3

Accruals for Part Time Positions 3

Beginning Salary Rates 3

Advancement within the Schedule 3

 1. Probationary advancement 3

 2. Regular Merit advancement 4

 3. Special Merit advancement 4

 4. Denial of advancement 4

Effective Date of Pay Increase 4

Promotion to New Position 4

Pay Increase Schedule 4

Service 5

Types of Appointment 5

 1. Probationary appointment 5

 2. Regular appointments 5

 3. Acting appointments 5

SECTION III: VACATION 5

Accrual 5

Accumulation 5

Vacation Cash Out Upon Termination 6

Vacation Cash Out Before Termination 6

Accruals after Date of Separation 6

SECTION IV: HOLIDAYS & LEAVE 6

Holidays 6

Personal Holidays 6

Administrative Leave Accrual 7

Bereavement Leave 7

Family & Medical Leave Act of 1993 7

Jury Duty 7

SECTION V: SICK LEAVE 7

Sick Leave Accrual/Medical Report 7

Sick Leave Cash Out 7

SECTION VI: LIFE INSURANCE 7

SECTION VII: PHYSICAL EXAMINATIONS..... 8

SECTION VIII: BENEFITS..... 8

Flexible Spending Arrangement Contributions 8

 1. City Contribution: 8

 2. Opt-Out: 8

Retirement Benefits: California Public Employees’ Retirement System (CalPERS)..... 8

 1. Classic Sworn Employees 8

 2. Public Employees’ Pension Reform Act (PEPRA)..... 9

SECTION IX: INCENTIVE PROGRAMS..... 9

Education Reimbursement Program 9

 1. State supported California colleges and universities:..... 9

 2. Private colleges and universities:..... 9

Education Incentive Pay 9

Longevity Pay 9

Uniform Allowance 10

Bilingual Pay 10

City Manager Declared Emergency Hourly Pay..... 10

Mileage Reimbursement..... 10

SECTION X: MISCELLANEOUS..... 10

Workers Compensation 10

Personnel Rules 10

Grievance Procedure 10

 1. Definition 10

 2. Department Review and Adjustment of Grievances 10

 3. Effect of Failure of Timely Action 11

 4. Limitation on Stale Grievances 11

**MEMORANDUM OF UNDERSTANDING
 BETWEEN THE
 POLICE CAPTAINS AND CITY OF CAPITOLA
 TERM: 7/25/2024 – 6/30/2027**

This Memorandum of Understanding (MOU) shall become effective upon ratification by the Police Captains (Employees) and approval by the City of Capitola City Council. This MOU shall be in

effect from ratification to June 30, 2027.

In recognition of the need to prevent compaction between the Captains and the Police Officer Association (POA) employees, the Captains shall not receive less than the cost of living adjustments received by the Police Officers Association for any given year under consideration. Should an increase of the POA cost of living be more than the Captain's salary adjustment for that contract year, the Captain's salary shall be adjusted by the increased amount and such adjustment shall occur at the time the POA adjustment is implemented. It also is the City's goal to maintain a minimum 15% differential in compensation between a top step Sergeant and a top step Captain taking into account salary, education incentive pay, shift differential and longevity pay. Probation for the position of Captain shall be six months.

SECTION I: PERSONNEL RULES

The Personnel Rules and Regulations of the City of Capitola, existing or hereafter adopted, are not altered, changed or modified unless by explicit provisions of this MOU.

SECTION II: SALARY

Attached hereto is a salary schedule applicable to Police Captains. The wage schedules contained in, or attached to, this Memorandum of Understanding set forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters, such as "A" to "F", designate the respective pay steps for each position. The rates contained in the wage schedule do not include overtime or benefits.

Whenever it is necessary to compute an hourly pay rate in order to apply a provision of this MOU, that will be done by multiplying any monthly rate by 12 in order to derive an annual rate, and dividing the annual rate by 2080 (or proportionate number of hours for part time positions, e.g., 1040 for a half-time position).

Accruals for Part Time Positions

When a position is less than full time it will be classified by a fraction. For example, "half-time" regular employment is expected to average 20 hours per week; "three-quarters" employment is expected to average 30 hours per week. Vacation accrual, sick leave accrual, Flex Plan contributions, holidays, personal holidays are paid or accrued according to these classifications. Thus, compared to a full-time employee, a half-time employee, even if actual time occasionally exceeds or falls below 20 hours in a week, when compared to a full-time employee: receives one-half the Flex Plan contribution; accrues one-half the number of hours of vacation or sick leave; and is paid for four hours on a holiday or personal holiday.

Beginning Salary Rates

A new employee's base pay shall be computed by using the rate shown as step "A" in the schedule allocated to the class of employment for which the employee has been hired, except that upon recommendation of the department head under whom the employee will serve and with the approval of the City Manager, such new employee may be employed at a higher step, depending upon the employee's qualifications.

Advancement within the Schedule

The following provisions govern salary advancement within the schedule:

1. **Probationary advancement**

Upon successful completion of probation, an employee (except an employee that was hired at the top step) will advance one step. Probation for classifications within this Unit is 6-

months.

2. Regular Merit advancement

An employee may be considered for advancement upon completion of the minimum length of service specified for step increases. Unless specifically otherwise stated, this will be 12 months for full-time appointments and proportionately adjusted for other appointments. For instance half-time appointments will be evaluated for regular merit adjustments every 24 months. Advancement to higher steps shall be granted only for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of the position held.

3. Special Merit advancement

When an employee consistently demonstrates exceptional ability and proficiency in the performance of assigned duties, the supervising department head may recommend to the City Manager that said employee be advanced to higher pay step without regard to the minimum length of service provisions contained in this resolution. The City Manager may approve and effect such advancement.

4. Denial of advancement

When an employee has not been approved for advancement to the next higher wage step, such employee may be reconsidered for such advancement after the completion of three months of additional service.

Effective Date of Pay Increase

A merit-pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed. Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustment falls for all odd numbered calendar years; and, at the beginning of the following pay period for the even number calendar years.

Promotion to New Position

When an employee is promoted to a position in a higher classification, such employee shall be assigned to step "a" in the appropriate schedule for the higher classification. However, if such employee is already being paid at a rate equal to or higher than step "A", he/she shall be placed in the step in the appropriate salary schedule which will grant such employee a salary increase of not less than 5%.

Pay Increase Schedule

Effective upon ratification of the MOU and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification in this Unit shall be readjusted by 3.0%.

Effective the first full pay period of July 2025, the salary range for each classification in this Unit shall be readjusted by 3.0%.

Effective the first full pay period of July 2026, the salary range for each classification in this Unit shall be readjusted by 3.0%.

Equity Adjustments – Contingent

If the City tax measure on the November 2024 ballot passes, the below classification shall receive a one-time base wage increase, as indicated below. Increases shall be effective the first pay period after City Council certification of 2024 election results.

- Captain 8%

Service

The word “service” as used in this Memorandum of Understanding means continuous full-time service in the position in which the employee is being considered for salary advancement, service in a higher position, or service in a position allocated to the same salary schedule and having generally similar duties and requirements. A lapse of service of any employee for a period of time longer than thirty days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee, and any such employee re- entering the service of the City shall be considered as a new employee.

Types of Appointment

The following types of appointment may be either full-time, as established by the City Manager:

1. Probationary appointment

A probationary appointment is for a specified period of time, during which job performance is evaluated as a basis for subsequent regular appointment.

2. Regular appointments.

A regular appointment ordinarily follows successful completion of a probationary period. “Regular” means a position that is, regardless of the number of hours worked per week, intended to be continuous and uninterrupted (except for authorized paid or unpaid leave). Positions intended to be seasonal, of a limited term, on call only, emergency, intermittent, substitute, or on any other irregular basis are not “regular.” The positions set forth in the wage schedule are all regular positions, and unless specifically stated, the pay rate is applicable to a full-time position. All positions covered by the section are half time or more.

3. Acting appointments.

An acting appointment occurs when an employee is temporarily assigned to, and performs all the duties of a position other than the position he/she normally occupies, or when an employee is assigned an acting appointment pending evaluation of the employee’s ability to perform the duties of the position.

SECTION III: VACATION

Accrual

Vacation accrues on a prorated basis, based upon a 30-day month. The rates of accrual are as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
1 and 2	12
3 and 4	14
5 through 9	17
10 through 19	22
20 and higher	27

Accumulation

An employee, may generally not accumulate more than 540 hours of vacation, but instead each year must cash out, pursuant to Sections 4C and 4D below, all accumulated vacation in excess of 67.5 days (540 hours), except that an employee who had accumulated more than 67.5 vacation days (540 hours) as of 6/30/94 may maintain that level: provided, however, that if accumulated vacation falls below 67.5 days (540 hours), the provisions of (B) (1), above shall thereafter apply.

Vacation Cash Out Upon Termination

An employee who has unused vacation and who leaves the City service for any reason will not continue to accrue vacation after the last day of regular on-the-job employment (separation date) and will be paid at the then applicable rate for all accumulated but unused vacation leave to the date of separation.

Vacation Cash Out Before Termination

Employee will be eligible to convert up to 40 hours per fiscal year of accumulated vacation time to cash. The payout rate is calculated by converting Employee’s salary, at the rate applicable on the cash out date, to an hourly rate in the manner set forth in attached section 2 of Standard MOU Provisions.

Accruals after Date of Separation

An employee’s separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. “Yearly allotment” means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or the insurance described in Section 16 of the Standard MOU.

SECTION IV: HOLIDAYS & LEAVE

Holidays

There shall be thirteen (13) holidays granted annually for the life of the MOU. The holidays to be observed during the calendar year are set forth below.

New Year’s Day	1/01/
Martin Luther King Day	*
Lincoln’s Birthday	*
Washington’s Birthday	*
Memorial Day	*
Juneteenth	6/19/
Independence Day	7/04/
Labor Day	*
Indigenous Peoples Day	*
Veterans’ Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

*These Holidays are taken at the same time as the federal holiday is scheduled. Holidays listed above occurring on a Saturday shall be observed on Friday. Holidays occurring on a Sunday shall be observed on Monday.

In addition, City hall will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick leave in order not to lose compensation.

Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal

Holidays are not cumulative.

Administrative Leave Accrual

As an exempt employee, those employees in the Captain classification are entitled to ten (10) days per year of administrative time off. Administrative Leave is non-cumulative. It may not be converted to cash. One year's worth of Administrative Leave becomes available on the first day of the calendar year. The exception is persons hired mid-year, in which case administrative leave is prorated for the applicable period.

Bereavement Leave

Leave of absence with pay because of death in the immediate family of an employee shall be granted. All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death any family member listed in Section 12945.2 of the Government Code. In case of death in the immediate family (as defined below) an employee shall be granted three (3) days of paid bereavement leave per occurrence within California. In cases involving out-of-state funerals or distances of more than 200 miles, an additional two (2) days of paid bereavement leave shall be granted. The Paid Bereavement leave runs concurrent with the 5 Day Unpaid Bereavement Leave. However, the leave days need not be consecutive. Additional time off for this purpose must be vacation, C.T.O., or unpaid leave. Bereavement leave must be approved by the Department Head.

For purposes of this section, "immediate family" means mother, step-mother, father, stepfather, husband, wife, domestic partner as defined by the State of California, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents, and any individual to whom an employee is serving in Loco Parentis.

Family & Medical Leave Act of 1993

The City shall follow the provisions provided for family leave as specified in the federal Family & Medical Leave Act of 1993, and the state Family Rights Act as it applies to public employees.

Jury Duty

Leave of absence with pay shall be granted to Employee while serving on jury duty. Any jury fee awarded shall be deposited with the City Treasurer.

SECTION V: SICK LEAVE

Employees have the right under federal and state law (see Section 17 below) to be absent from regularly scheduled work without being reprimanded, disciplined, or discharged. They may also have additional rights under their MOUs. "Sick leave" as used herein refers to an employee's rights to be compensated, by means other than Workers Compensation benefits, while on medical leave or where so allowed, by specific provisions in the MOU, such as bereavement leave.

Sick Leave Accrual/Medical Report

Sick leave accrues on a prorated basis, based upon a 30-day month. Twelve days (96 hours) accrue each calendar year.

Sick Leave Cash Out

Employees shall have no right to cash out any sick leave.

SECTION VI: LIFE INSURANCE

The City will provide term life insurance in the amount of \$50,000 and long-term disability insurance to date of separation.

SECTION VII: PHYSICAL EXAMINATIONS

The City, in conjunction with the comprehensive health care insurance program, will provide an annual physical examination for Employee only. City will pay the amount not covered by the health care program.

SECTION VIII: BENEFITS

Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein will be paid to PERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee.

The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through CalPERS, from the monthly contribution set forth herein, Effective January 1, 2024 a \$157.00 per month contribution will be paid to CalPERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by CalPERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City's maximum contribution below is inclusive of the required PEMCHA minimum.

The City reserves the option of adding additional health care plans, as they may become available.

1. City Contribution:

Effective Date	Employee Only	Employee +1	Employee +2
First full pay period after Council ratification	\$1,000	\$1,850	\$2,250
Starting July 1, 2025	\$1,050*	\$1,925*	\$2,350*
Starting July 1, 2026	\$1,150*	\$2,000*	\$2,450*

*Contingent on the City tax measure passing in November 2024

2. Opt-Out:

Employees who can verify to the City's satisfaction that they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date will be eligible for a cash payment of \$250.00.

Retirement Benefits: California Public Employees' Retirement System (CalPERS)

The City participates in the California Public Employees Retirement System (CalPERS) operated by the State of California.

1. Classic Sworn Employees

Benefits provided are detailed in separate publications, depending upon the plan. City agrees to provide 3% at 50 Retirement Plan for Classic Safety employees in the Unit.

Beginning July 1, 2018, all Classic Sworn employees shall contribute 14.974% of reportable salary to CalPERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

2. Public Employees’ Pension Reform Act (PEPRA)

For new safety employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by PERS, are considered PEPRA employees. CalPERS has by statute implemented a 2.7% @ 55 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by PERS

SECTION IX: INCENTIVE PROGRAMS

Education Reimbursement Program

The City will reimburse employees for tuition and textbooks upon the completion of courses approved in advance by the City Manager in accordance with the following schedule:

1. State supported California colleges and universities:
100% tuition and textbook reimbursement.
2. Private colleges and universities:
100% of tuition or the cost of tuition of the University of California, whichever is less. Textbook reimbursement will be at 100%.

Education Incentive Pay

Upon satisfactory completion of 50% of an applicable Masters's Degree as determined by the City Manager, or 50% of P.O.S.T. Command College, the employee shall receive a salary increase equal to 5% of base pay. The employee shall submit to the City Manager a list of courses and credits, together with transcripts to verify the acquisition of claimed credits. Satisfactory completion shall mean a grade of “C” or better in any course. For Command College employee shall submit verification of enrollment and a program schedule to the City Manager. The City Manager will determine at what point in the schedule delineates 50% completion of the program.

Longevity Pay

Employees having 10 consecutive years of full-time employment with the City of Capitola are eligible for a 5% longevity enhancement, which shall be applied to base salary. Employees having 15 consecutive years of full-time employment with the City of Capitola are eligible for an additional compounded 5% longevity enhancement.

If the City tax measure on the November 2024 ballot passes, the following longevity schedule shall replace the currently written Longevity Pay Incentive:

Upon completing years of service with the City, an employee’s base pay shall be increased as follows:

- 10 years’ service – 5%
- 15 years’ service – additional 3%, compounded
- 20 years’ service – additional 2%, compounded

Current members of the Unit (as of June 2024) will receive longevity as currently written, regardless of the November 2024 election results.

Uniform Allowance

Effective the first full pay period upon ratification by the City Council, each year Employer shall pay \$38.00 per pay period as and for a uniform allowance.

Employer has made no representation as to the tax treatment of such allowance.

Compensation paid or the monetary value for the purchase, rental and/or maintenance of required uniforms will be reported to CalPERS, to the extent allowable by CalPERS.

Bilingual Pay

Upon the recommendation of the Chief of Police or their designated representative and the approval of the City Manager, positions designated as requiring fluency in a language other than English shall receive an additional five percent (5%) salary adjustment.

City Manager Declared Emergency Hourly Pay

Captains will receive pay for hours worked during a City Manager declared state of emergency.

Mileage Reimbursement

Employees required to use their personal vehicles while on City business will be reimbursed at the most recent rate set by the Internal Revenue Service.

SECTION X: MISCELLANEOUS

Workers Compensation

Workers Compensation is payable as provided in the California Labor Code.

Personnel Rules

The City retains the right to amend and create personnel rules, provided they are not in conflict with specific provisions of the MOU. Where appropriate, City will meet and confer with applicable employee group or groups (Government Code Section 3300 and following), before amending or creating new personnel rules.

Grievance Procedure

1. Definition

Until modified by adoption of City-wide Personnel Rules, grievance is defined as an allegation by an employee or group of employees that the Employer has failed to provide a condition of employment, which is established by law, Compensation Plan, by an pertinent written City or departmental rules, provided that the enjoyment of such right is not made subject to the discretion of the Employer by the terms of this Compensation Plan and, provided further, that if the grievance pertains to "conditions of employment" the subject is a matter that is within "scope of representation" as defined in California Government Code Section 3504.

2. Department Review and Adjustment of Grievances

The following is the procedure to be followed in the resolution of grievances. Employee shall have the right to consult with and be assisted by a representative of his own choice in this and all succeeding steps of this section and may thereafter file a grievance in writing with the immediate supervisor. Within five actual working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to Employee with his/her answer thereto, in writing.

If the grievance is not resolved at the first level, Employee shall have five actual working days

after receipt of the answer within which to file an appeal with the City Manager.

The City Manager shall have five actual working days in which to review, and if necessary, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of Employee or his representative and the City Manager, a hearing is required at this step, and Employee, and his representative, shall have the right to be present and participate in such hearing. The time limit at this step may be extended by mutual agreement between the City Manager and Employee or his representative.

3. Effect of Failure of Timely Action

Failure of Employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Employer to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

4. Limitation on Stale Grievances

A grievance shall be void unless presented within thirty (30) calendar days from the day upon which the Employer has allegedly failed to provide a condition of employment, or within thirty (30) calendar days from the time at which an employee might reasonably have been expected to learn of such alleged failure to provide. In no event shall any grievance include a claim for salary or similar monetary relief for more than the thirty-day period plus such reasonable discovery period.

CITY OF CAPITOLA
Jamie Goldstein, City Manager

By: ___ Date: .

EMPLOYEES
Police Captain

By: ___ Date: .

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
POLICE CAPTAINS AND CITY OF CAPITOLA
PERIOD RATIFICATION – 6/30/2024**

This Memorandum of Understanding (MOU) shall become effective upon ratification by the Police Captains (Employees) and approval by the City of Capitola City Council. This MOU shall be in effect from ratification to June 30, 2024.

In recognition of the need to prevent compaction between the Captains and the Police Officer Association (POA) employees, the Captains shall not receive less than the cost of living adjustments received by the Police Officers Association for any given year under consideration. Should an increase of the POA cost of living be more than the Captains salary adjustment for that contract year, the Captain's salary shall be adjusted by the increased amount and such adjustment shall occur at the time the POA adjustment is implemented. It also is the City's goal to maintain a minimum 15% differential in compensation between a top step Sergeant and a top step Captain taking into account salary, education incentive pay, shift differential and longevity pay.

1. Personnel Rules

The Personnel Rules and Regulations of the City of Capitola, existing or hereafter adopted, are not altered, changed or modified unless by explicit provisions of this MOU.

2. Salary

A. Attached hereto is a salary schedule applicable to Police Captains.

B. Except as provided in Section 3, Employee's monthly salary shall be as shown on the attached schedule. "Salary" does not include, and is in addition to: flex plan, PERS, or other benefits to which Employee is entitled.

C. Pay Increase Schedule

Effective upon ratification of the MOU and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification in this Unit shall be readjusted by 3.0%.

Effective the first full pay period of July 2022, the salary range for each classification in this Unit shall be readjusted by 3.0%.

Effective the first full pay period of July 2023, the salary range for each classification in this Unit shall be readjusted by 3.0%.

In addition, upon ratification, all classifications shall receive a one-time market study salary increase of .5%.

D. **Signing Bonus:** All full-time employees at the time of ratification unit shall receive a one-time \$1250 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council.

3. Longevity Pay Incentive

Employees having 10 consecutive years of full time employment with the City of Capitola are eligible for a 5% longevity enhancement, which shall be applied to base salary. Employees having 15 consecutive years of full time employment with the City of Capitola are eligible for an additional compounded 5% longevity enhancement.

4. Vacation

A. Vacation
Vacation Accrual

Vacation accrues on a prorated basis, based upon a 30-day month. The rates of accrual are as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
1 and 2	12
3 and 4	14
5 through 9	17
10 through 19	22
20 and higher	27

B. Accumulation

- (1) An employee, may generally not accumulate more than 540 hours of vacation, but instead each year must cash out, pursuant to Sections 4C and 4D below, all accumulated vacation in excess of 67.5 days (540 hours), except that
- (2) An employee who had accumulated more than 67.5 vacation days (540 hours) as of 6/30/94 may maintain that level: provided, however, that if accumulated vacation falls below 67.5 days (540 hours), the provisions of (B) (1), above shall thereafter apply.

C. Vacation Cash Out Upon Termination

An employee who has unused vacation and who leaves the City service for any reason will not continue to accrue vacation after the last day of regular on-the-job employment (separation date) and will be paid at the then applicable rate for all accumulated but unused vacation leave to the date of separation.

D. Vacation Cash Out Before Termination

Employee will be eligible to convert up to 40 hours per fiscal year of accumulated vacation time to cash. The payout rate is calculated by converting Employee's salary, at the rate applicable on the cash out date, to an hourly rate in the manner set forth in attached section 2 of Standard MOU Provisions.

5. Holidays/Personal Holidays

Holiday compensation is covered by Section 40 of the attached "Standard" and "Additional" MOU provisions, with the following exceptions:

Employee shall also be entitled to 3 personal holidays per calendar year. Unused personal holidays are not cumulative.

6. Incorporated Provisions

The following sections of the "Standard" and "Additional" MOU are attached hereto and incorporated herein: 2 (Wage Schedule/Hourly Rates), 3 (Service), 4 (Types of Appointments), 5 (Beginning Salary Rates), 6 (Advancement Within Schedule), 7 (Promotion To New Position), 9 (Personnel Rules), 10 (Effective Date of Pay Increase), 13 (Sick Leave Defined), 16 (Bereavement Leave), 17 (Family and Medical Leave Act of 1993), 19 (Accruals After Date of Separation), 22 (Drug Free Policy), 26 (Re-opener), 40 (Holidays), and 50 (Education Reimbursement).

7. Sick Leave Accrual/Medical Report

Sick leave accrues on a prorated basis, based upon a 30-day month. Twelve days (96 hours) accrue each calendar year.

8. Sick Leave Cash Out

Employees shall have no right to cash out any sick leave.

9. Insurance

The City will provide term life insurance in the amount of \$50,000 and long-term disability insurance to date of separation.

10. Physical Examinations

The City, in conjunction with the comprehensive health care insurance program, will provide an annual physical examination for Employee only. City will pay the amount not covered by the health care program.

11. California Public Employees' Retirement System (CalPERS)

A. Classic Sworn Employees

The City participates in the California Public Employees Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. City agrees to provide 3% at 50 Retirement Plan for Classic Safety employees in the Unit.

Beginning July 1, 2018, all Classic Sworn employees shall contribute 14.974% of their reportable salary to CalPERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

B. Public Employees' Pension Reform Act (PEPRA)

For new safety employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by PERS, are considered PEPRA employees. CalPERS has by statute implemented a 2.7% @ 55 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by PERS

12. Jury Duty

Leave of absence with pay shall be granted to Employee while serving on jury duty. Any jury fee awarded shall be deposited with the City Treasurer.

13. Grievance Procedure

A. Definition. Until modified by adoption of City-wide Personnel Rules, grievance is defined as an allegation by an employee or group of employees that the Employer has failed to provide a condition of employment, which is established by law, Compensation Plan, by an pertinent written City or departmental rules, provided that the enjoyment of such right is not made subject to the discretion of the Employer by the terms of this Compensation Plan and, provided further, that if the grievance pertains to "conditions of employment" the subject is a matter that is within "scope of representation" as defined in California Government Code Section 3504.

B. Department Review and Adjustment of Grievances. The following is the procedure to be followed in the resolution of grievances.

1. Employee shall have the right to consult with and be assisted by a representative of his own choice in this and all succeeding steps of this section and may thereafter file a grievance in writing with the immediate supervisor. Within five actual working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to Employee with his/her answer thereto, in writing.
2. If the grievance is not resolved at the first level, Employee shall have five actual working days after receipt of the answer within which to file an appeal with the City Manager.
3. The City Manager shall have five actual working days in which to review, and if necessary, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of Employee or his representative and the City Manager, a hearing is required at this step, and Employee, and his representative, shall have the right to be present and participate in such hearing. The time limit at this step

may be extended by mutual agreement between the City Manager and Employee or his representative.

- C. Effect of Failure of Timely Action. Failure of Employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the Employer to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- D. Limitation on Stale Grievances. A grievance shall be void unless presented within thirty (30) calendar days from the day upon which the Employer has allegedly failed to provide a condition of employment, or within thirty (30) calendar days from the time at which an employee might reasonably have been expected to learn of such alleged failure to provide. In no event shall any grievance include a claim for salary or similar monetary relief for more than the thirty-day period plus such reasonable discovery period.

14. Administrative Leave

As an exempt employee, Employee is entitled to 10 days per year of Administrative Leave (time off). Administrative Leave is non-cumulative. It may not be converted to cash.

15. Mileage Reimbursement

Employees required to use their personal vehicles while on City business will be reimbursed at the most recent rate set by the Internal Revenue Service.

16. Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein will be paid to PERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. For all employees the City will no longer charge to the employee the \$1.50 per paycheck plan fee.

The City makes a flexible spending arrangement ("Flex Plan") contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through CalPERS, from the monthly contribution set forth herein, Effective January 1, 2021 a \$143.00 per month contribution will be paid to CalPERS for what is sometimes referred to as "employer contribution". This amount is the minimum amount required by CalPERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City's maximum contribution below is inclusive of the required PEMCHA minimum.

Effective Dates	Employee Only	Employee +1	Employee +2
First full pay period after ratification.	\$824.00	\$1339.00	\$1751.00

Employees who can verify to the City's satisfaction that they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date will be eligible for a cash payment of \$250.00.

The city reserves the option of adding additional programs to the cafeteria plan, as they may become available.

17. Uniform Allowance

Effective the first full pay period upon ratification by the City Council, each year Employer shall pay \$38.00 per pay period as and for a uniform allowance. Employer has made no representation as to the tax treatment of such allowance.

Compensation paid or the monetary value for the purchase, rental and/or maintenance of required uniforms will be reported to CalPERS, to the extent allowable by CalPERS.

18. Workers Compensation

Workers Compensation is payable as provided in the California Labor Code.

19. Captain probation

Probation for the position of Captain shall be six months and shall be governed by the attached Standard MOU Provisions.

CITY OF CAPITOLA
Jamie Goldstein
City Manager

By: _____

Date: _____

EMPLOYEE
Andrew Dally
Police Captain

By: _____

Date: _____

EXCERPTS FROM STANDARD MOU PROVISIONS

2. Wage Schedules/Hourly Rates

The wage schedules contained in, or attached to, this Memorandum of Understanding set forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters, such as "A" to "F", designate the respective pay steps for each position. The rates contained in the wage schedule do not include overtime or benefits.

Whenever it is necessary to compute an hourly pay rate in order to apply an provision of this MOU, that will be done by multiplying any monthly rate by 12 in order to derive an annual rate, and dividing the annual rate by 2080 (or proportionate number of hours for part time positions, e.g., 1040 for a half-time position).

3. Service

The word "service" as used in this Memorandum of Understanding means continuous full-time service in the position in which the employee is being considered for salary advancement, service in a higher position, or service in a position allocated to the same salary schedule and having generally similar duties and requirements. A lapse of service of any employee for a period of time longer than thirty days by reason of resignation or discharge shall serve to eliminate the accumulated length of service time of such employee, and any such employee re-entering the service of the City shall be considered as a new employee.

4. Types of Appointment

The following types of appointment may be either full-time, as established by the City Manager:

A. Probationary appointment

A probationary appointment is for a specified period of time, during which job performance is evaluated as a basis for subsequent regular appointment.

B. Regular appointments.

A regular appointment ordinarily follows successful completion of a probationary period. "Regular" means a position that is, regardless of the number of hours worked per week, intended to be continuous and uninterrupted (except for authorized paid or unpaid leave). Positions intended to be seasonal, of a limited term, on call only, emergency, intermittent, substitute, or on any other irregular basis are not "regular." The positions set forth in the wage schedule are all regular positions,

and unless specifically stated, the pay rate is applicable to a full-time position. All positions covered by the section are half time or more.

C. Acting appointments.

An acting appointment occurs when an employee is temporarily assigned to, and performs all the duties of a position other than the position he/she normally occupies, or when an employee is assigned an acting appointment pending evaluation of the employee's ability to perform the duties of the position.

D. Accruals for part time positions.

When a position is less than full time it will be classified by a fraction. For example, "half-time" regular employment is expected to average 20 hours per week; "three-quarters" employment is expected to average 30 hours per week. Vacation accrual, sick leave accrual, Flex Plan contributions, holidays, personal holidays are paid or accrued according to these classifications. Thus, compared to a full-time employee, a half-time employee, even if actual time occasionally exceeds or falls below 20 hours in a week, when compared to a full-time employee: receives one-half the Flex Plan contribution; accrues one-half the number of hours of vacation or sick leave; and is paid for four hours on a holiday or personal holiday.

5. Beginning Salary Rates

A new employee's base pay shall be computed by using the rate shown as step "A" in the schedule allocated to the class of employment for which the employee has been hired, except that upon recommendation of the department head under whom the employee will serve and with the approval of the City Manager, such new employee may be employed at a higher step, depending upon the employee's qualifications.

6. Advancement within the Schedule

The following provisions govern salary advancement within the schedule:

A. Probationary advancement

Upon successful completion of probation, an employee (except an employee that was hired at the top step) will advance one step.

B. Regular Merit advancement

An employee may be considered for advancement upon completion of the minimum length of service specified for step increases. Unless specifically otherwise stated, this will be 12 months for full-time appointments and proportionately adjusted for other appointments. For instance half-time appointments will be evaluated for regular merit

adjustments every 24 months. Advancement to higher steps shall be granted only for continued meritorious and efficient service and continued improvement by the employee in the effective performance of the duties of the position held.

C. Special Merit advancement

When an employee consistently demonstrates exceptional ability and proficiency in the performance of assigned duties, the supervising department head may recommend to the City Manager that said employee be advanced to higher pay step without regard to the minimum length of service provisions contained in this resolution. The City Manager may approve and effect such advancement.

D. Denial of advancement

When an employee has not been approved for advancement to the next higher wage step, such employee may be reconsidered for such advancement after the completion of three months of additional service.

7. Promotion to New Position

When an employee is promoted to a position in a higher classification, such employee shall be assigned to step "a" in the appropriate schedule for the higher classification. However, if such employee is already being paid at a rate equal to or higher than step "A", he/she shall be placed in the step in the appropriate salary schedule which will grant such employee a salary increase of not less than 5%.

9. Personnel Rules

The City retains the right to amend and create personnel rules, provided they are not in conflict with specific provisions of the MOU. Where appropriate, City will meet and confer with applicable employee group or groups (Government Code Section 3300 and following), before amending or creating new personnel rules.

10. Effective Date of Pay Increase

A merit-pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed. Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustment falls for all odd numbered calendar years; and, at the beginning of the following pay period for the even number calendar years.

13. Sick Leave Defined

Employees have the right under federal and state law (see Section 17 below) to be absent from regularly scheduled work without being reprimanded, disciplined, or discharged. They may also have additional rights under their MOUs. "Sick leave" as used herein refers to an employee's rights to be compensated, by means other

than Workers Compensation benefits, while on medical leave or where so allowed, by specific provisions in the MOU, such as bereavement leave.

16. Bereavement Leave

Leave of absence with pay because of death in the immediate family of an employee shall be granted for a period not to exceed three days. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, or any other leave. For purposes of this section, "immediate family" means mother, step-mother, father, step-father, husband, wife, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents.

17. Family & Medical Leave Act of 1993

The City shall follow the provisions provided for family leave as specified in the federal Family & Medical Leave Act of 1993, and the state Family Rights Act as it applies to public employees.

19. Accruals after Date of Separation

An employee's separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. "Yearly allotment" means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or the insurance described in Section 16 of the Standard MOU.

22. Drug Policy

The City is implementing its "Drug Free Workplace Policy".

26. Re-opener

Upon request of any bargaining unit, the parties will negotiate whether specific provisions will be added to the MOU about awards of days off for five years of accident free work.

40. Holiday Schedule

There shall be twelve (12) holidays granted annually for the life of the MOU. The holidays to be observed during the calendar year are set forth below.

New Year's Day	1/01
Martin Luther King Day	*
Lincoln's Birthday	2/12

Washington's Birthday	*
Memorial Day	*
Independence Day	7/4
Labor Day	*
Indigenous Peoples Day	*
Veterans' Day	11/11
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25

*These Holidays are taken at the same time as the federal holiday is scheduled. Holidays listed above occurring on a Saturday shall be observed on Friday. Holidays occurring on a Sunday shall be observed on Monday.

In addition, City hall will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick leave in order not to lose compensation.

50. Education Reimbursement Program

- A. Tuition & Books: The City will reimburse employees for tuition and textbooks upon the completion of courses approved in advance by the City Manager in accordance with the following schedule:

State supported California colleges and universities - 100% tuition and textbook reimbursement.

Private colleges and universities - 100% of tuition or the tuition of the University of California whichever is less. Textbook reimbursement will be at 100%.

- B. Education Incentive Pay: Upon satisfactory completion of 50% of an applicable Masters Degree as determined by the City Manager, or 50% of P.O.S.T. Command College, the employee shall receive a salary increase equal to 5% of base pay. The employee shall submit to the City Manager a list of courses and credits, together with transcripts to verify the acquisition of claimed credits. Satisfactory completion shall mean a grade of "C" or better in any course. For Command College employee shall submit verification of enrollment and a program schedule to the City Manager. The City Manager will determine at what point in the schedule delineates 50% completion of the program.

**RESOLUTION NO. --
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AUTHORIZING AND APPROVING THE FISCAL YEAR 2024/2025
PAY RATES AND RANGES (SALARY SCHEDULE) FOR THE CAPTAIN EMPLOYEES**

WHEREAS, the City Council establishes the legal current salary range from the salary schedule for each class of position; and

WHEREAS, the California Public Employee’s Retirement Law, at Section 570.5 of the California Code of Regulations Title 2, requires the City to publish pay rates and ranges on the City’s internet site and the City Council to approve the pay rates and range in its entirety each time a modification is made; and

WHEREAS, the City and the Captains Employee Group bargaining unit have negotiated in good faith Memoranda of Understanding (MOU) within the financial authority authorized by the City Council which includes a Cost of Living Adjustment (COLA) beginning the first full pay period after ratification; and

WHEREAS, the attached salary schedule does not go into effect until the MOU is ratified by both the City Council and the employee group; and

WHEREAS, a salary resolution is adopted annually by the City Council upon review and recommendation of the City Manager.

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

Authorize and approve City of Capitola pay rates and ranges (Salary Schedule, Exhibit A) for permanent employees from July 25, 2024, through June 30, 2025.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola on the 13th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

EXHIBIT A

**Fiscal Year 2024/2025 Salary Schedule – Captains Employees
Effective July 25, 2024 – June 30, 2025**

POLICE CAPTAINS																			
JULY 25, 2024 - JUNE 30, 2025																			
3%																			
Hourly						Monthly						Annual							
Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F	Step A	Step B	Step C	Step D	Step E	Step F		
POLICE CAPTAIN	\$62.31	\$65.43	\$68.70	\$72.14	\$75.76	\$79.55	\$10,800.85	\$11,341.29	\$11,908.07	\$12,505.01	\$13,130.94	\$13,788.40	\$129,610.15	\$136,095.43	\$142,896.86	\$150,060.06	\$157,571.23	\$165,460.83	

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: Community Development Department

Subject: Real Property Exchange Between the City and Soquel Union Elementary School District



Recommended Action: Adopt a resolution approving an Agreement for Exchange of Real Property (“Exchange Agreement”) by and between the City of Capitola and the Soquel Union Elementary School District, governing the transfer of a portion of Monterey Avenue Park, comprising approximately 3,736 square feet, in exchange for a portion of New Brighton Middle School, comprising approximately 3,886; and approve the Exchange Agreement as categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guideline §15312.

Background: In accordance with Government Code section 65402 (a), on April 4, 2014, the Capitola Planning Commission determined that the proposed disposition and acquisition of land governed by the Exchange Agreement is consistent with the Capitola General Plan. On February 7, 2024, and April 25, 2024, the District Board and City Council determined, respectively, that the lands governed by the Exchange Agreement are exempt surplus land pursuant to California Government Code §§ 54221 (f)(1)(C) and 54221 (f)(1)(D)¹ and thus not subject to the requirements of the Surplus Land Act.

The Soquel Union Elementary School District (“District”) is the fee owner of 4.9 acres of real property located at 700 Monterey Avenue, Capitola, Santa Cruz County, California, Assessor’s Parcel Number 036-151-01, which real property is the site of the New Brighton Middle School and related playing fields (“District Parcel”). The City of Capitola (“City”) is the fee owner of 3.9 acres of real property known as Monterey Avenue Park, located adjacent to the District Parcel on Monterey Avenue in the City of Capitola, Santa Cruz County, California, Assessors’ Parcel Number 036-151-02 (“City Parcel”). The District Parcel and City Parcel are more particularly identified on the assessor parcel map enclosed as Exhibit A to the Exchange Agreement (Attachment 1).

The District and the City have been discussing the exchange of a portion of the District Parcel, consisting of approximately 3,886 square feet (“District Exchange Parcel”), for an approximately 3,736 square foot portion of the City Parcel (“City Exchange Parcel”). The District Exchange Parcel and City Exchange Parcel are depicted as the two (2) sections highlighted in orange (Areas A and C) and two (2) sections highlighted in blue (Areas B and D), respectively, on the Aerial View Map enclosed as Exhibit B to the Exchange Agreement (Attachment 1).

The District has undertaken master planning of its educational facilities and determined the contemplated exchange of the City Exchange Parcel and District Exchange Parcel would significantly improve the layout of the recreational facilities. Thus, the City Exchange Parcel to be disposed of by the City and acquired by the District would be used and developed by the District to enhance the recreational facilities at the New Brighton Middle School as part of a larger redevelopment of the District Parcel.

The District Exchange Parcel to be acquired by the City is made up of two separate areas, Area A and Area C. The larger of the two areas, Area C, can be used and developed by the City to enhance the

¹ 54221. As used in this article, the following definitions shall apply:

(f) (1) Except as provided in paragraph (2), “exempt surplus land” means any of the following:

(C) Surplus land that a local agency is exchanging for another property necessary for the agency’s use. “Property” may include easements necessary for the agency’s use.

(D) Surplus land that a local agency is transferring to another local, state, or federal agency, or to a third-party intermediary for future dedication for the receiving agency’s use, or to a federally recognized California Indian tribe.

recreational facilities at Monterey Avenue Park, whereas the long and narrow area, Area A, will serve to guarantee and enhance pedestrian access to the Park from within the Cliffwood Heights neighborhood.

California Government Code § 65402(a) provides that if a general plan has been adopted, no real property shall be acquired or disposed of by the City until the location, purpose, and extent of such disposal has been submitted to and reported upon by the planning agency as to the conformity with said adopted general plan. On April 4, 2024, the City of Capitola Planning Commission considered the proposed disposal of the City Exchange Parcel and acquisition of the District Exchange Parcel by the City of Capitola and determined that said actions were consistent with and conform with the Capitola General Plan. The staff report and supporting documentation presented to and considered by the Planning Commission can be found at:

<https://meetings.municode.com/adaHtmlDocument/index?cc=CAPITOLACA&me=7a1699cfde7f4d0f8d2bce5df22a5e22&ip=True>.

The Surplus Land Act, California Government Code §§54220 *et. seq.*, establishes procedures for the disposition of “surplus land” owned by a “local agency” which generally requires said “surplus land” to be made available for affordable housing purposes, park and recreation purposes or open-space purposes before disposition. However, as provided by Section 54222.3, these procedures do not apply to the disposal of “surplus land” which can be categorized as “exempt surplus land” pursuant to Section 54221 (f)(1)(A) through 54221 (f)(1)(S).

With respect to the District’s proposed disposition of the District Exchange Parcel, on February 7, 2024, the District adopted Resolution No. 6-2023-24, determining the District Exchange Parcel to be “exempt surplus land” pursuant to Section 54221 (f)(1)(C) because the property (i.e. the District Exchange Parcel) is being exchanged for another property (i.e. the City Exchange Parcel) necessary for the District’s use.

With respect to the City’s proposed disposition of the City Exchange Parcel, it too is “exempt surplus land” pursuant to Section 54221 (f)(1)(C) because the property (i.e. the City Exchange Parcel) is being exchanged for another property (i.e. the District Exchange Parcel) necessary for the City’s use. In addition, it also qualifies as “exempt surplus land” pursuant to Section 54221 (f)(1)(D) because the property (i.e. the City Exchange Parcel) is being transferred to another local agency. Accordingly, on April 25, 2024, the City Council adopted Resolution No. 4364 determining that the City Exchange Parcel is “exempt surplus land”.

Discussion: Government Code section 37351 authorizes the City to exchange real property as is necessary and proper for municipal purposes. The City Exchange Parcel, to be disposed of by the City and acquired by the District, is to be used and developed by the District to enhance the recreational facilities at the New Brighton Middle School as part of a larger redevelopment of the District Parcel. The District Exchange Parcel, to be acquired by the City, is to be used and developed by the City to enhance the recreational facilities at Monterey Avenue Park, as well as to enhance pedestrian access to the Park from within the Cliffwood Heights neighborhood. Accordingly, there is a strong basis to support the determination that the exchange of the City Exchange Parcel for the District Exchange Parcel as provided by the Exchange Agreement is necessary and proper for a municipal purpose.

As part of the transaction, other than the exchange of the City Exchange Parcel and District Exchange Parcel between the City and District, there is no further consideration or payment due between the parties. Further, there is no need to process any form of subdivision map or lot line adjustment to create legal parcels as both the City and District are exempt from the requirements of the Subdivision Map Act; accordingly, the land surveyor retained by the District has prepared and provided the legal descriptions of each parcel necessary to facilitate the property exchange. Further, the parties are exempt from county recording fees as well as any real estate transfer tax. As a result, neither party are expected to incur any costs or fees to finalize the transaction. Finally, each party is acquiring the property from the other in its “as-is” condition with no representations, warranties or agreement concerning the condition of the property.

CEQA: The adoption of the attached Resolution approving the Exchange Agreement is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the Class 12 exemption set forth in State CEQA Guideline §15312.

The Class 12 exemption from CEQA set forth in State CEQA Guideline §15312 exempts the sale of surplus government property. While the District Exchange Parcel and City Exchange Parcel are defined as “exempt surplus land” for purposes of the Surplus Land Act, both parcels are nevertheless surplus government property for purposes of State CEQA Guideline §15312. However, §15312 goes on to provide that there is an *exception to the exemption* with respect to parcels located within an area of statewide, regional or areawide concern per Section 15206(b)(4), including parcels within the California Coastal Zone defined in and mapped pursuant to Public Resources Code §30103. The City Exchange Parcel and District Exchange Parcel are both located within the mapped California Coastal Zone applicable to Capitola.

Nevertheless, the exemption from CEQA is still applicable if (i) the property does not have significant value for wildlife habitat or other environmental purposes **and** (ii) the property is of such size, shape or inaccessibility that it is incapable of independent development, **or** the property sold would qualify for other categorical exemptions, **or** the use of the property and adjacent property has not changed since the time of purchase by the public agency.

In this instance, neither the City Exchange Parcel nor District Exchange Parcel have significant value for wildlife habitat or other environmental purposes, as one parcel is currently a portion of an urban city park and the other a portion of an operational elementary school. In addition, given the size and shape of the parcels, as well as their inaccessibility due to their interior location within larger parcels, the parcels are incapable of independent development. Accordingly, the Class 12 exemption set forth in State CEQA Guideline §15312 applies to the adoption of the enclosed Resolution.

Recommendation: Staff recommends the City Council adopt the enclosed Resolution which includes the following findings:

1. The City Council hereby finds that all the facts set forth in the recitals of the Resolution are true, correct, and incorporated herein.
2. The City Exchange Parcel to be disposed of by the City and acquired by the District is to be used and developed by the District to enhance the recreational facilities at the New Brighton Middle School as part of a larger redevelopment of the District Parcel.
3. The District Exchange Parcel to be acquired by the City is to be used and developed by the City to enhance the recreational facilities at Monterey Avenue Park, as well as to enhance pedestrian access to the Park from within the Cliffwood Heights neighborhood.
4. The exchange of the City Exchange Parcel for the District Exchange Parcel as provided by the Exchange Agreement is necessary and proper for municipal purposes.
5. The Planning Commission has reviewed and considered the proposed exchange of the District Exchange Parcel and City Exchange Parcel by and between the District and the City and determined the City’s proposed acquisition of the District Exchange Parcel and disposition of the City Exchange Parcel is consistent with the Capitola General Plan.
6. The adoption of the Resolution, which relates to the City’s approval of the Exchange Agreement governing the transfer of the City Exchange Parcel to the District and acquisition of the District Exchange Parcel from the District, is categorically exempt from the requirements of the California Environmental Quality Act pursuant to State CEQA Guidelines §15312 which exempts the sale of surplus government property.
7. The Exchange Agreement, in the form attached as Attachment 1 to the Resolution, subject to any further clarifying revisions or corrections that may be agreed to by the City Manager and approved by the City Attorney, provided they do not increase the obligations of the City thereunder, is approved by the City Council. The City Manager is authorized to enter into, execute, and

implement the Exchange Agreement and to accept the District Exchange Parcel from the District on behalf of the City of Capitola in accordance with Government Code section 27281.

Public Noticing: The meeting agenda, City Council staff report, attachments and resolution were posted on the city website in advance of the meeting.

Fiscal Impact: As there are no payments associated with this exchange of land, there are no direct fiscal impacts associated with the proposed project. Any future improvements to Monterey Park would require future City Council budget appropriations.

Attachments:

1. Resolution with Exchange Agreement

Report Prepared By: Katie Herlihy, Community Development Director

Reviewed By: Julia Gautho, City Clerk; Michael Biddle, Assistant City Attorney

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA APPROVING AN AGREEMENT FOR EXCHANGE OF REAL PROPERTY BETWEEN THE CITY OF CAPITOLA AND SOQUEL UNION ELEMENTARY SCHOOL DISTRICT REGARDING PORTION OF MONTEREY AVENUE PARK AND NEW BRIGHTON MIDDLE SCHOOL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO, EXECUTE AND IMPLEMENT THE AGREEMENT AND TO ACCEPT PORTION OF NEW BRIGHTON MIDDLE SCHOOL ON BEHALF OF CITY; CATEGORICALLY EXEMPT FROM REQUIREMENTS OF CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO STATE CEQA GUIDELINE §15312

WHEREAS, the Soquel Union Elementary School District (“**District**”) is the fee owner of 4.9 acres of real property located at 700 Monterey Avenue, Capitola, Santa Cruz County, California, Assessor’s Parcel Number 036-151-01, which real property is the site of the New Brighton Middle School and related playing fields (“**District Parcel**”); and

WHEREAS, the City of Capitola (“**City**”) is the fee owner of 3.9 acres of real property known as Monterey Avenue Park, located adjacent to the District Parcel on Monterey Avenue in the City of Capitola, Santa Cruz County, California, Assessors’ parcel Number 036-151-02 (“**City Parcel**”); and

WHEREAS, pursuant to Government Code section 37351, the City may exchange real property as is necessary or proper for municipal purposes; and

WHEREAS, in accordance with authority provided under State law, the City has been in discussions with the District regarding the exchange of a portion of the District Parcel, consisting of approximately 3,886 square feet (the “**District Exchange Parcel**”), for an approximately 3,736 square foot portion of the City Parcel (the “**City Exchange Parcel**”); and

WHEREAS, the District Exchange Parcel and City Exchange Parcel are depicted as the two (2) sections highlighted in orange (Areas A and C) and two (2) sections highlighted in blue (Areas B and D), respectively, on the Aerial View Map included as **Exhibit B** to the Agreement for Exchange of Real Property (“**Exchange Agreement**”), attached to this Resolution as **Attachment 1**; and

WHEREAS, California Government Code section 65402(a) requires that if a general plan has been adopted, no real property shall be acquired or disposed of by the City until the location, purpose, and extent of such acquisition or disposal has been submitted to and reported upon by the planning agency as to the conformity with said adopted general plan; and

WHEREAS, on April 4, 2024, the City of Capitola Planning Commission considered the proposed disposal of the City Exchange Parcel and acquisition of the District Exchange Parcel by the City of Capitola and determined that said actions were consistent with and conform with the Capitola General Plan; and

WHEREAS, the Surplus Land Act, California Government Code §§54220 *et seq.*, establishes procedures for the disposition of “surplus land” owned by a “local agency” which generally requires said “surplus land” to be made available for affordable housing purposes, park and recreation purposes or open-space purposes before disposition; however, as

provided by Section 54222.3, these procedures do not apply to the disposal of “exempt surplus land” as defined in Section 54221 (f)(1)(A) through 54221 (f)(1)(S); and

WHEREAS, on February 7, 2024, the District adopted Resolution No. 6-2023-24, determining the District Exchange Parcel to be “exempt surplus land” pursuant to Section 54221 (f)(1)(C) because the property (i.e. the District Exchange Parcel) is being exchanged for another property (i.e. the City Exchange Parcel) necessary for the District’s use for redevelopment of New Brighton Middle School; and

WHEREAS, on April 25, 2024, the City Council adopted Resolution No. 4364, determining the City Exchange Parcel is “exempt surplus land” pursuant to Section 54221 (f)(1)(C) because the property (i.e. the City Exchange Parcel) is being exchanged for another property (i.e. the District Exchange Parcel) necessary for the City’s use at Monterey Avenue Park, and pursuant to Section 54221 (f)(1)(D) because the property (i.e. the City Exchange Parcel) is being transferred to another local agency, namely the District; and

WHEREAS, the City and District staff have negotiated and prepared the Exchange Agreement which provides for the exchange of the City Exchange Parcel and District Exchange Parcel by and between the City and District to further the redevelopment of the New Brighton Middle School and enhancement of recreational facilities at and pedestrian access to Monterey Avenue Park.

NOW, THEREFORE, THE CITY OF CAPITOLA CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

- SECTION 1.** The City Council hereby finds that all the facts set forth in the recitals above of this Resolution are true, correct, and incorporated herein.
- SECTION 2.** The City Exchange Parcel to be disposed of by the City and acquired by the District is to be used and developed by the District to enhance the recreational facilities at the New Brighton Middle School as part of a larger redevelopment of the District Parcel.
- SECTION 3.** The District Exchange Parcel to be acquired by the City is to be used and developed by the City to enhance the recreational facilities at Monterey Avenue Park, as well as to enhance pedestrian access to the Park from within the Cliffwood Heights neighborhood.
- SECTION 4.** The exchange of the City Exchange Parcel for the District Exchange Parcel as provided by the Exchange Agreement is necessary and proper for a municipal purpose.
- SECTION 5.** The Planning Commission has reviewed and considered the proposed exchange of the District Exchange Parcel and City Exchange Parcel by and between the District and the City and determined the City’s proposed acquisition of the District Exchange Parcel and disposition of the City Exchange Parcel is consistent with the Capitola General Plan.
- SECTION 6.** The adoption of this Resolution, which relates to the City’s approval of the Exchange Agreement governing the transfer of the City Exchange Parcel to the District and acquisition of the District Exchange Parcel from the District, is

categorically exempt from the requirements of the California Environmental Quality Act pursuant to State CEQA Guidelines §15312 which exempts the sale of surplus government property.

SECTION 7. The Exchange Agreement, in the form attached hereto as Attachment 1, subject to any further clarifying revisions or corrections that may be agreed to by the City Manager and approved by the City Attorney provided they do not increase the obligations of the City thereunder, is hereby approved by the City Council. The City Manager is hereby authorized to enter into, execute, and implement the Exchange Agreement and to accept the District Exchange Parcel from the District on behalf of the City of Capitola in accordance with Government Code section 27281.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola on the 25th day of July, 2024, by the following vote:

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

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

**AGREEMENT FOR EXCHANGE OF REAL PROPERTY
BETWEEN
SOQUEL UNION ELEMENTARY SCHOOL DISTRICT
AND
THE CITY OF CAPITOLA**

PREAMBLE

This Agreement for Exchange of Real Property (“Agreement”) is entered into as of _____, 2024 (“Effective Date”), between the Soquel Union Elementary School District, a California public school district (“District”), and the City of Capitola, a California municipal corporation (“City”). The District and City may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the District is the owner in fee simple of 4.9 acres of real property located at 700 Monterey Avenue, in the City of Capitola, in the County of Santa Cruz, California, with Assessor’s Parcel Number (“APN”) 036-151-01, as more particularly depicted and identified by the circled number “1” in the Santa Cruz County Assessor’s Map attached hereto as Exhibit A, which real property includes a portion of New Brighton Middle School and related playing fields (“District Parcel”); and

WHEREAS, the City is the owner in fee simple of 3.9 acres of real property located on Monterey Avenue, in the City of Capitola, in the County of Santa Cruz, California, with APN 036-151-02, as more particularly depicted and identified by the circled number “2” in Exhibit A, which real property is known as Monterey Avenue Park (“City Parcel”); and

WHEREAS, the District Parcel and City Parcel are adjacently located and are currently used for educational, recreational, playing field, and park purposes; and

WHEREAS, the District Governing Board is empowered by California Education Code section 35160 and former section 39500 to exchange real property with the City upon such terms as the Parties may agree; and

WHEREAS, the City Council is empowered by California Government Code section 37351 to exchange real property with the District as is necessary or proper for municipal purposes and upon such terms as the Parties may agree; and

WHEREAS, the Parties desire that the District transfer ownership to the City of approximately 3,886 square feet of the District Parcel consisting of vacant land that is not in use by the District and that is not currently needed by the District, as more particularly depicted and identified in orange in the Aerial Map of the Property Exchange attached hereto as Exhibit B and made a part hereof (“District Exchange Property”), in exchange for the City transferring ownership to the District of approximately 3,736 square feet of the City Parcel, as more particularly depicted and identified in blue in Exhibit B (“City Exchange Property”) (hereinafter the “Property Exchange”); and

WHEREAS, the City Exchange Property to be acquired by the District is to be used and developed by the District to enhance the recreational facilities at New Brighton Middle School as part of a larger redevelopment of the District Parcel; and

WHEREAS, the District Exchange Property to be acquired by the City is to be used and developed by the City to enhance the recreational facilities at Monterey Avenue Park and to maintain and enhance pedestrian access to Monterey Avenue Park within the Cliffwood Heights neighborhood; and

WHEREAS, legal descriptions describing the District Exchange Property and the City Exchange Property, resulting from the Property Exchange have been prepared by Vernon Little at GV Land Surveying and are attached hereto as Exhibit C and Exhibit D, respectively; and

WHEREAS, the requirements of the Subdivision Map Act are not applicable to the Property Exchange being effectuated by this Agreement pursuant to California Government Code Section 66426.5 because the Property Exchange involves a conveyance of land by and between governmental agencies and/or public entities and thus does not constitute a division of land that would otherwise be subject to the Subdivision Map Act; and

WHEREAS, on February 7, 2024, the District Board adopted Resolution No. 6-2023-24, determining the District Exchange Property to be “exempt surplus land” pursuant to California Government Code Section 54221(f)(1)(C);

WHEREAS, on April 4, 2024, in accordance with Government Code section 65402 (a), the City of Capitola Planning Commission considered the proposed disposition of the City Exchange Property from the City to the District, and the proposed acquisition of the District Exchange Property by the City from the District, and determined that said transactions were consistent with and conform to the Capitola General Plan; and

WHEREAS, on April 25, 2024, the City Council adopted **Resolution No. _____**, determining the City Exchange Property to be “exempt surplus land” pursuant to California Government Code Section 54221(f)(1)(C) and (D); and

WHEREAS, at its Board meeting on _____, 2024, the District’s Board adopted a resolution authorizing the Property Exchange in accordance with Education Code section 35160 and former section 39500; and

WHEREAS, on _____, 2024, the Capitola City Council adopted _____, authorizing the Property Exchange in accordance with Government Code section 37351; and

WHEREAS, the Parties believe that the Property Exchange as described herein and in the attached Exhibits, is in the best interest of both Parties and in the public’s best interest.

NOW, THEREFORE the Parties agree as follows:

TERMS, CONDITIONS, AND COVENANTS

**ARTICLE I
EXCHANGE AGREEMENT**

- 1.01 Recitals. The above Recitals are incorporated herein and made a part of the Agreement as if set forth in full.
- 1.02 Property Exchange. Subject to the terms and provisions of this Agreement, the City agrees to convey the City Exchange Property to the District in exchange for the District Exchange Property and the District agrees to convey the District Exchange Property to the City in exchange for the City Exchange Property. The conveyances agreed to herein include all right, title and interest in and to the City Exchange Property and the District Exchange Property, respectively (collectively, the “Exchanged Properties”).
- 1.03 Total Consideration. The total consideration for the conveyance of the City Exchange Property consists of the District Exchange Property and the performance of the terms and conditions of this Agreement. The total consideration for the conveyance of the District Exchange Property consists of the City Exchange Property and the performance of the terms and conditions of this Agreement. Except as to any costs contemplated by this Agreement, there will be no cost to either the City or the District in connection with the conveyance of the respective properties hereunder.
- 1.04 Investigations; Exchanged Properties Conveyed in “As Is” Condition.
- (a) City hereby acknowledges that they have been given a full opportunity to inspect and investigate each and every aspect of the District Exchange Property, either independently or through agents of City’s choosing, including, without limitation:
 - (i) All matters relating to title, together will all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.
 - (ii) The physical condition of the District Exchange Property, including, without limitation, the presence or absence of Hazardous Substances (as defined below), and all other physical and functional aspects of the District Exchange Property.
 - (iii) Any easements and/or access rights affecting the District Exchange Property; and
 - (iv) All other matters of material significance affecting the District Exchange Property.
 - (b) District hereby acknowledges that they have been given a full opportunity to inspect and investigate each and every aspect of the City Exchange Property, either independently or through agents of District’s choosing, including, without limitation:

- (i) All matters relating to title, together with all governmental and other legal requirements such as taxes, assessments, zoning, use permit requirements and building codes.
 - (ii) The physical condition of the City Exchange Property, including, without limitation, the presence or absence of Hazardous Substances (as defined below), and all other physical and functional aspects of the City Exchange Property.
 - (iii) Any easements and/or access rights affecting the City Exchange Property; and
 - (iv) All other matters of material significance affecting the City Exchange Property.
- (c) The Parties understand and agree that the Exchanged Properties are being conveyed in “as is” condition and that neither Party nor any agent of either Party has made any representations, warranties or agreements to the other Party other than as contained herein, as to any matters concerning either of the Exchanged Properties including, but not limited to, the land, topography, utilities, future zoning, soil, subsoil, the purposes for which either of the Exchanged Properties may be used for development, drainage, access to roads, proposed routes or extensions thereof, environmental laws, rules or regulations, or any other representation or warranty. Any statement not expressly contained in this Agreement shall not bind either Party, and both Parties expressly waive any right of rescission or claim for damages against the other Party or its agents by reason of any statement, representation, warranty or promise except as contained in this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES

2.01 City’s Representations and Warranties. The City covenants, represents and warrants the following:

- (a) Full Authority to Convey All Interest in the City Exchange Property. The City has the full right, power, and authority to execute this Agreement, and any related title documents, has the full right, power, and authority to perform all of the obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the City Exchange Property as described herein. City represents that it has secured, or will secure before the Closing, as set forth in Section 5.01, hereunder, all appropriate consents that are necessary to consummate the Agreement, if any.
- (b) Compliance with Applicable Law and No Pending Litigation Against the City Exchange Property. To the best of the City’s actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the City Exchange

Property which would prohibit the conveyance of the City Exchange Property.

- (c) No Liens Securing Payment or Other Obligations on City Exchange Property. The City warrants that the City Exchange Property is not encumbered, or will not be encumbered by the Closing, by liens securing payment, or other encumbrances, encroachments, easements, or conditions which would adversely affect the District's use and enjoyment of the City Exchange Property. Except as specifically disclosed to District in writing, City has not, and shall not without the prior written consent of District prior to the Closing, made any written commitments or agreements materially and adversely affecting the City Exchange Property, or any part thereof, or any interest therein, which will survive the Closing, including agreements regarding the sale, rental, management, repair, or other matters affecting the City Exchange Property.
- (d) No Hazardous Waste on City Exchange Property. To the best of City's knowledge, (1) the City Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the City Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither City nor any other persons have used, generated, manufactured, stored or disposed of on, under or about the City Exchange Property or transported to or from the City Exchange Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Substances"). For the purpose of this Agreement, Hazardous Substances include, without limitation, oil, natural gas or other petroleum or hydrocarbon substances; substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes" or "restricted hazardous wastes" or stated to be known to cause cancer or reproductive toxicity under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1317, *et seq.*; the California Hazardous Substance Act, Health & Safety Code Sections 28740, *et seq.*; the California Hazardous Waste Control Act, Health & Safety Code Sections 25100, *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, Health & Safety Code sections 24249.5, *et seq.*; the Porter-Cologne Water Quality Act, Water Code Sections 1300, *et seq.*; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws.
- (e) Survival. The City's representations, warranties, and obligations under this Section 2.01 shall survive the recordation and delivery of the Grant Deed(s).
- 2.02 The District's Representations and Warranties. The District covenants, represents and warrants the following:
- (a) Full Authority to Convey All Interest in the District Exchange Property. The District has the full right, power, and authority to execute this Agreement, and any related title documents, has the full right, power, and authority to perform all of the

obligations hereunder, and has the full right, power and authority to dispose of or otherwise convey the District Exchange Property as described herein. The District represents that it has secured, or will secure before the Closing, as set forth in section 5.01 of this Agreement, all appropriate consents that are necessary to consummate the Agreement, if any. Furthermore, the District represents that the fence to be installed by the District as part of its site redevelopment along the extended pathway between Orchid Avenue and Monterey Park will be composed of chain link or other see-through material to enhance visibility.

- (b) Compliance with Applicable Law and No Pending Litigation Against the District Exchange Property. To the best of the District's actual knowledge, there is no violation of federal, state, or local law, code, ordinance, rule, regulation or requirement, nor is there any pending or threatened litigation in connection with the District Exchange Property which would prohibit the conveyance of the District Exchange Property.
- (c) No Liens Securing Payment or Other Obligations on District Exchange Property. The District warrants that the District Exchange Property is not encumbered, or will not be encumbered by the Closing, by liens securing payment or other encumbrances, encroachments, easements, or conditions which would adversely affect the City's use and enjoyment of the District Exchange Property. Except as specifically disclosed to City in writing, District has not, and shall not without the prior written consent of City prior to the Closing, made any written commitments or agreements materially and adversely affecting the District Exchange Property, or any part thereof, or any interest therein, which will survive the Closing, including agreements regarding the sale, rental, management, repair, or other matters affecting the District Exchange Property.
- (d) No Hazardous Waste on District Exchange Property. To the best of District's knowledge, (1) the District Exchange Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under or about the District Exchange Property, including but not limited to soil and groundwater conditions, and (2) neither the District nor any other person has used, generated, manufactured, stored or disposed of on, under or about the District Exchange Property or transported to or from the District Exchange Property any Hazardous Substances as defined in Section 2.01(d) above.
- (e) Survival. The District's representations, warranties, and obligations under this Section 2.02 shall survive the recordation and delivery of the Grant Deed(s).

ARTICLE III CONDITIONS PRECEDENT

The obligations of the District and the City to complete this transaction pursuant to this Agreement are subject to the satisfaction, at or before the Closing, of the conditions contained herein. The District and City agree that each Party will, in good faith, endeavor to remove all said contingencies

and conditions which are within the control of the respective Party. The following are conditions precedent to the performance of the Agreement:

- 3.01 Each Party Shall Bear its Own Costs. Except as set forth hereunder, each Party is responsible for its own costs, fees, and charges necessary to complete the Property Exchange contemplated under this Agreement. The Parties agree that costs incurred by District in obtaining surveys and legal descriptions for each of the Exchanged Properties as required for completion of the Property Exchange (“Survey Costs”) shall be paid by the District.
- 3.02 Conveyance of Good Title. Except as otherwise provided, each Party will convey good and marketable title to its property by Grant Deed free and clear of all debts, liens, assessments and encumbrances, unless specifically allowed or permitted pursuant to this Agreement.
- 3.03 Miscellaneous Conditions. The following are also conditions which must be satisfied before the Property Exchange can occur:
- (a) The District’s Governing Board will have accepted and ratified this Agreement.
 - (b) The District Board has adopted a resolution by unanimous vote authorizing the Property Exchange and prescribing its terms, and such resolution has been published in a newspaper of general circulation within the District for not less than once a week for three weeks.
 - (c) The City Council will have accepted and ratified this Agreement.

ARTICLE IV NOTICES

Any notice, demand, approval, consent, or other communication between the Parties will be mailed to the following addressees:

To City: **City of Capitola**
420 Capitola Avenue
Capitola, California 95010
Telephone: 831-475-7300
Facsimile: 831-479-8879
Attention: City Manager

To District: **Soquel Union Elementary School District**
620 Monterey Avenue
Capitola, California 95010
Telephone: 831-464-5630
Attention: Superintendent

ARTICLE V CLOSING

- 5.01 Closing. The “Closing” or “Closing Date” shall mean the date upon which the grant deeds transferring title to the (i) District Exchange Property from the District to the City, and the

accompanying City Certificate of Acceptance, in the form attached hereto as Exhibit E and Exhibit F, respectively, and (ii) City Exchange Property from the City to the District, and the accompanying District Certificate of Acceptance, in the form attached hereto as Exhibit G and Exhibit H, respectively, are recorded with the Santa Cruz County Recorder. The Parties will cooperate in good faith to ensure that the executed grant deeds are timely recorded, simultaneously, if possible, and that City and District coordinate on the preparation and filing of a Preliminary Change of Ownership Report with the recording of each grant deed, in the form attached hereto as Exhibit I, with the Santa Cruz County Recorder. Closing shall take place within thirty (30) days of the Effective Date of this Agreement, or as may be extended by mutual written agreement of the Parties, provided that if the Closing Date falls on a Saturday, Sunday, or legal holiday, it shall be extended to the next business day that is not a Saturday, Sunday, or legal holiday. In any event, the Closing shall only occur after all conditions set forth in this Agreement have been satisfied or waived.

5.02 Failure to Close. If either Party determines that any or all conditions set forth in this Agreement for the Closing cannot be met, then this Agreement may be terminated, and the Property Exchange cancelled, without penalty, by written notice provided to the other Party. Upon such termination and cancellation, the Parties shall have no further obligations to one another. The Parties hereby waive any and all claims for additional compensation in connection with any termination of this Agreement and cancellation of the Property Exchange pursuant to this Section.

5.03 Conditions of Closing. The following are conditions precedent to Closing which can only be waived by written waiver executed by the City or the District as applicable:

- (a) The City will not be in breach or default of any provisions herein.
- (b) The City's warranties and representations as set forth herein are true as of the Closing.
- (c) The City has received and approved the legal description of the District Exchange Property and the City Exchange Property.
- (d) On or before the Closing, the City will deliver, or cause to be delivered to the District the following:
 - (i) A Grant Deed or Deeds to the City Exchange Property in a form approved by the District; and
 - (ii) Such other documents as in the opinion of the District, are required from the City to carry out the provisions of this Agreement.
- (e) The District will not be in breach or default of any provisions herein.
- (f) The District's warranties and representations as set forth herein are true as of the Closing.

- (h) The District has received and approved the legal description of the District Exchange Property and the City Exchange Property.
- (i) On or before the Closing, the District will deliver, or cause to be delivered to the City the following:
 - (i) A Grant Deed or Deeds to the District Exchange Property in a form approved by the City; and
 - (ii) Such other documents as in the opinion of the City, are required from the District to carry out the provisions of this Agreement.

ARTICLE VI MISCELLANEOUS PROVISIONS

- 6.01 Binding Effect. This Agreement is binding upon the heirs, successors, and assigns of the Parties.
- 6.02 Waiver of Provisions. The waiver by the District or the City, of any breach by the District or City as the case may be, of any term, covenant or condition contained in this Agreement, will not be deemed to be a waiver of any subsequent breach by the District or the City, as the case may be, of the same or of any other term, covenant or condition contained in this Agreement. Waiver of any provision of this Agreement must be in writing.
- 6.03 Commissions. The Parties represent that they have not engaged any agents or brokers in connection with the transaction that is the subject of this Agreement.
- 6.04 Further Documents. The Parties hereto agree to make, execute and deliver such documents and undertake such other and further acts as may be reasonably necessary or convenient to carry out this Agreement and its purpose and intent.
- 6.05 Entire Agreement. This Agreement, plus such ancillary agreements as may be executed by the Parties in connection with this Agreement, sets forth the entire Agreement between City and the District and supersedes any and all prior negotiations and agreements, written or oral, concerning or relating to the conveyance of the City Exchange Property and District Exchange Property.
- 6.06 Invalidity of Any Provision. If any provision of this Agreement as applied to either Party or to any circumstance is adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same will in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.
- 6.07 Amendments in Writing. No addition to or modification of any provision contained in this Agreement will be effective unless fully set forth in writing and signed by both Parties hereto.

- 6.08 Time is of the Essence. Time is of the essence in this Agreement and each and every provision hereof. Although time is of the essence in this Agreement, this provision will not cause an automatic forfeiture and will be construed in accordance with traditional principles of equity.
- 6.09 Governing Law. The laws of the State of California will govern all questions with respect to the construction of this Agreement and the rights and liabilities of the Parties.
- 6.10 Headings. Headings in this Agreement are solely for the convenience of the Parties and are not to be construed as enlarging or limiting the language following said headings.
- 6.11 Construction. Whenever the context of this Agreement requires, the singular will include the plural and the masculine, feminine and neuter will include the others. This Agreement will not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared this Agreement. This Agreement consists of not only this Agreement but also any and all related documents necessary to consummate the Property Exchange.
- 6.12 Survival of Warranties and Covenants. All of the covenants, representations and warranties set forth herein which are intended to bind the Parties after the vesting of title to the Exchanged Properties will survive the recording and delivery of the Grant Deed(s).
- 6.13 Execution in Counterparts; Electronic Signatures. The execution of any document, including this Agreement, may be made in counterparts such that each document, when all signatures are appended together, will constitute a fully executed original or copy thereof. Further, the Parties agree that this Agreement may be executed by electronic signatures and delivered by electronic means and that the electronic signatures appearing on this Agreement are the same as handwritten signatures for purposes of validity, enforceability and admissibility.
- 6.14 Calendar Days. All time limits and related provisions herein will be counted in calendar days unless otherwise specifically provided.
- 6.15 Exhibits Incorporated by Reference. All Exhibits attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.

WHEREFORE, the District and the City, by their signatures below, enter into this Agreement as of the Effective Date.

THE CITY:

By: _____

THE CITY OF CAPITOLA

Name: _____

Title: _____

THE DISTRICT:

SOQUEL UNION ELEMENTARY
SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS

Exhibit A – Santa Cruz County Assessor’s Map Depicting District Parcel (APN 036-151-01) and City Parcel (APN 036-151-02)

Exhibit B – Aerial Map of City Exchange Property (blue) and District Exchange Property (orange)

Exhibit C – Legal Description of District Exchange Property

Exhibit D – Legal Description of City Exchange Property

Exhibit E – Grant Deed for District Exchange Property

Exhibit F – City Certificate of Acceptance

Exhibit G – Grant Deed for City Exchange Property

Exhibit H – District Certificate of Acceptance

Exhibit I – Form of Preliminary Change of Ownership Report

EXHIBIT A
Santa Cruz County Assessor's Map Depicting District Parcel (APN 036-151-01) and City
Parcel (APN 036-151-02)

EXHIBIT B
Aerial Map of City Exchange Property (blue) and District Exchange Property (orange)

EXHIBIT C
Legal Descriptions and Diagrams of District Exchange Property
(Transfer Areas A and C)

EXHIBIT D
Legal Descriptions and Diagrams of City Exchange Property
(Transfer Areas B and D)

EXHIBIT E
Grant Deed for District Exchange Property

EXHIBIT F

CITY CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2024, from the Soquel Union Elementary School District, a public agency duly organized and existing under the laws of the State of California, to the City of Capitola, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Capitola pursuant to authority conferred by Resolution No. _____, adopted by the City Council of the City of Capitola on _____, 2024, and the City Council of the City of Capitola consents to the recordation thereof by its duly authorized officer.

Dated: _____

CITY OF CAPITOLA,
a California municipal corporation

By: _____

Name: Jamie Goldstein

Its: City Manager

EXHIBIT G
Grant Deed for City Exchange Property

EXHIBIT H**DISTRICT CERTIFICATE OF ACCEPTANCE OF GRANT DEED**

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2024, from the City of Capitola, a municipal corporation, to the Soquel Union Elementary School District, a public agency duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Soquel Union Elementary School District pursuant to authority conferred by the California Constitution and California Education Code sections 1040, *et seq.*, and the Soquel Union Elementary School District consents to the recordation thereof by its duly authorized officer.

Dated: _____

SOQUEL UNION ELEMENTARY SCHOOL DISTRICT,
a public agency duly organized and existing
under the laws of the State of California

By: _____

Name: Scott Turnbull

Its: Superintendent

EXHIBIT I
FORM OF PRELIMINARY CHANGE OF OWNERSHIP REPORT

LIST OF EXHIBITS

Exhibit A – Santa Cruz County Assessor’s Map Depicting District Parcel (APN 036-151-01) and City Parcel (APN 036-151-02)

Exhibit B – Aerial Map of City Exchange Property (blue) and District Exchange Property (orange)

Exhibit C – Legal Description of District Exchange Property

Exhibit D – Legal Description of City Exchange Property

Exhibit E – Grant Deed for District Exchange Property

Exhibit F – City Certificate of Acceptance

Exhibit G – Grant Deed for City Exchange Property

Exhibit H – District Certificate of Acceptance

Exhibit I – Form of Preliminary Change of Ownership Report

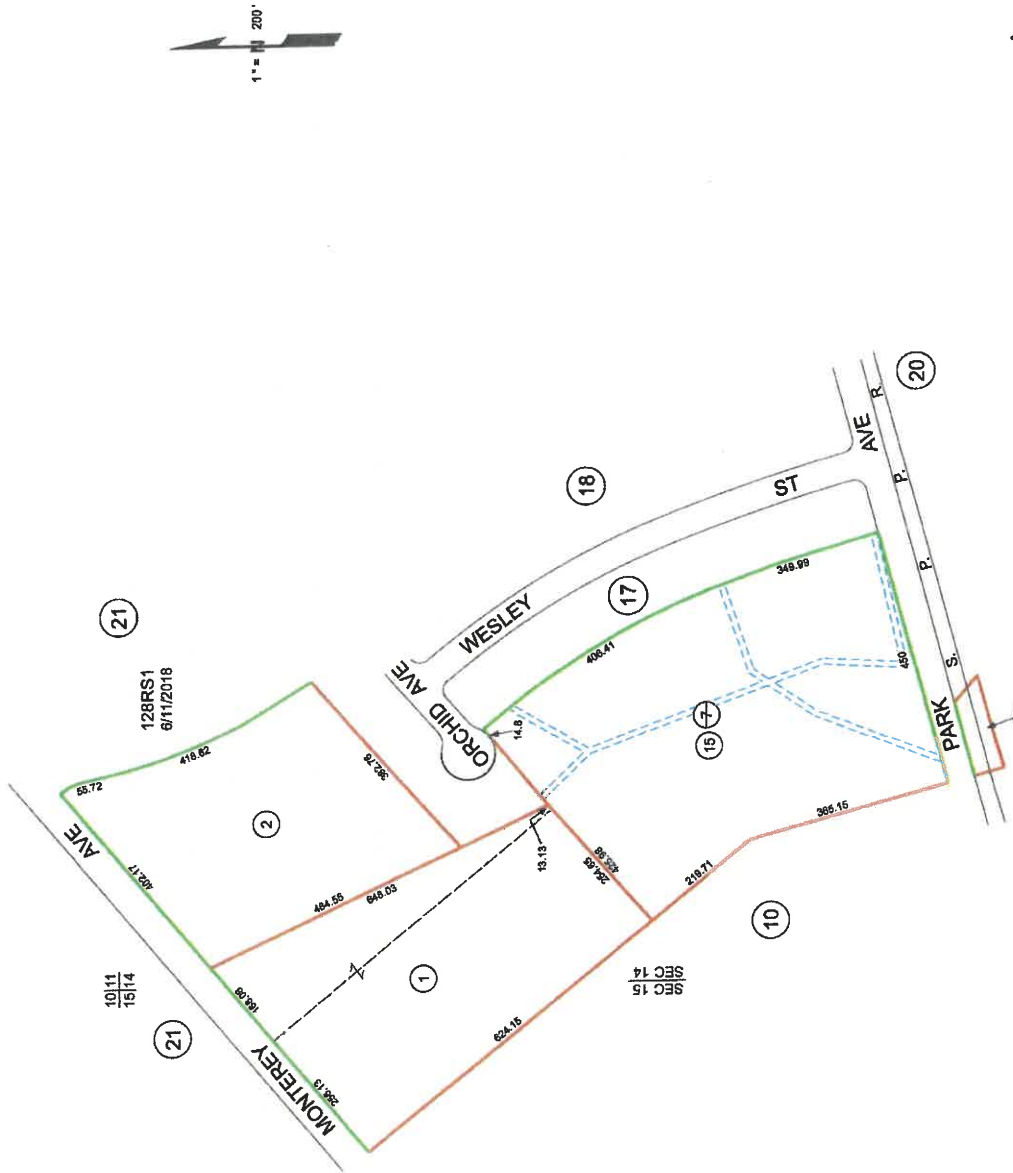
EXHIBIT A
Santa Cruz County Assessor's Map Depicting District Parcel (APN 036-151-01) and City
Parcel (APN 036-151-02)

36-15

Tax Area Code
3-106

CITY OF CAPITOLA

FOR TAX PURPOSES ONLY
THE ASSESSOR MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.
© COPYRIGHT SANTA CRUZ COUNTY ASSESSOR, 1987



Assessor's Map No. 36-15
City of Capitola
County of Santa Cruz, Calif.

Note - Assessor's Parcel & Block
Numbers Shown in Circles.

S.B.E. 872-44-38-16

Electronically drawn 1/17/97 CB
Rev# 4/14/98 CB (CA Cancellation)
Rev# 4/23/01 rmm (changed page rate)
Rev# 1/13/05 rmm (partial adjustment)
Rev# 8/20/19 CB (128RS1)

EXHIBIT B
Aerial Map of City Exchange Property (blue) and District Exchange Property (orange)



TRANSFER PARCEL 'A' = 2,733 sf

TRANSFER PARCEL 'B' = 3,624 sf

TRANSFER PARCEL 'C' = 1,153 sf

TRANSFER PARCEL 'D' = 112 sf

EXHIBIT C
Legal Descriptions and Diagrams of District Exchange Property
(Transfer Areas A and C)

TRANSFER AREA - A

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the Soquel Union Elementary School District, December 17th, 1956, at Grant Deed Volume 1107 of Official Records, Page 318, and March 28th, 1951, Grant Deed Volume 816 of Official Records, Page 139, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30" West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 450.61 feet to the **POINT OF BEGINNING**;

Thence continuing South 26°08'00" East, along said property line, a distance of 28.87 feet to the Northwest corner of "Tract No. 190 Seaview Park Unit No. 1" on file in Volume 37 of Maps, at Page 26, in the office of the County Recorder, Santa Cruz County, California; thence South 26°10'17" East, along the Westerly boundary of said Tract No. 190, a distance 163.46 feet to the Southeasterly boundary of the lands of Soquel Union Elementary School District; thence South 49°48'30" West, along said Southeasterly boundary, a distance of 15.46 feet; thence North 26°10'13" West, departing said Southeasterly boundary, a distance of 172.06 feet; thence North 05°50'47" East, a distance of 28.32 feet to the **POINT OF BEGINNING**. and

CONTAINING 2,733 square feet, more or less.

See EXHIBIT A, attached hereto, and by this reference made a part hereof.

END OF DESCRIPTION.

Vernon C. Little, PLS
GV Land Surveying



4113 Scotts Valley Drive, #102 Scotts Valley, CA 95066

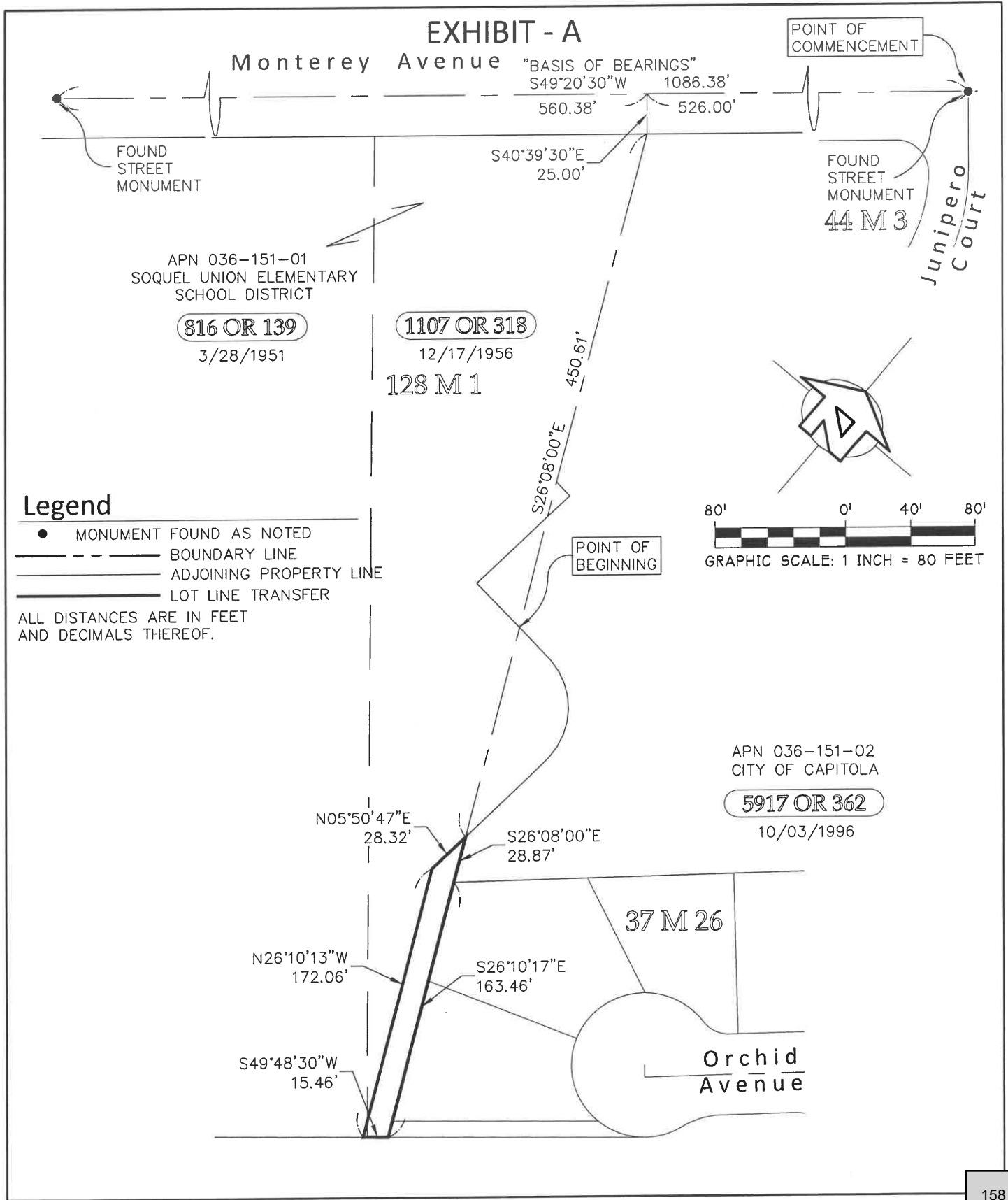


GV Land Surveying

4113 Scotts Valley Drive, Suite 102
Scotts Valley, CA 95066
gvlandsurveying.com

JOB NO. 23084
SHEET NO. 1 OF 1
CALCULATED BY VCL DATE 4/30/2024
SCALE: 1"=80'

EXHIBIT - A



TRANSFER AREA - C

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the Soquel Union Elementary School District, December 17, 1956, at Grant Deed Volume 1107 of Official Records, Page 318, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30" West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 245.09 feet to the **POINT OF BEGINNING**;

Thence continuing South 26°08'00" East, along said property line, a distance of 71.09 feet; thence North 84°10'38" West, departing said property line, a distance of 38.24 feet; thence North 06°24'33" East, a distance of 60.32 feet to the **POINT OF BEGINNING**. and

CONTAINING 1,153 square feet, more or less.

See EXHIBIT C, attached hereto, and by this reference made a part hereof.

END OF DESCRIPTION.

Vernon C. Little, PLS
GV Land Surveying



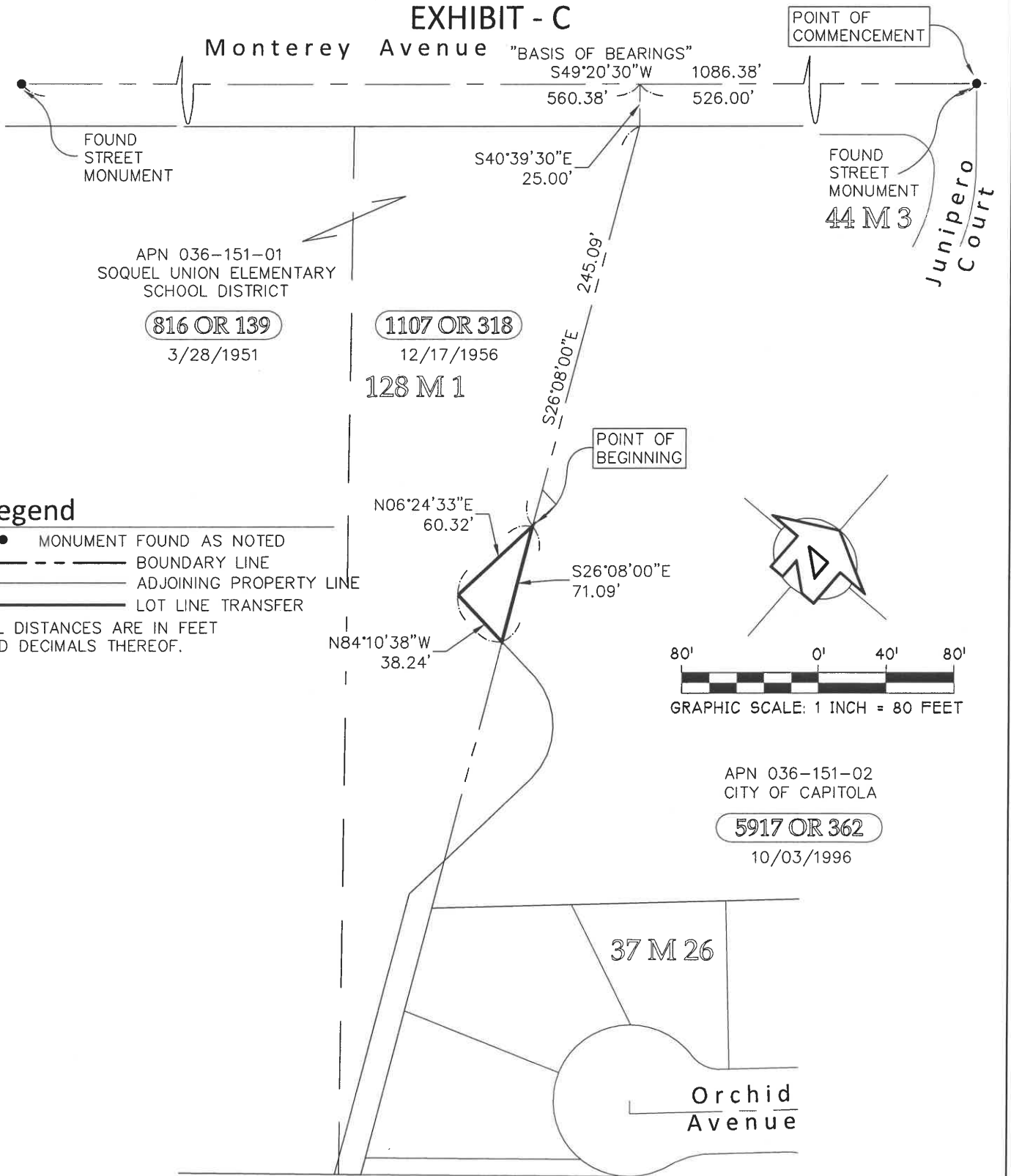
4113 Scotts Valley Drive, #102 Scotts Valley, CA 95066



GV Land Surveying
4113 Scotts Valley Drive, Suite 102
Scotts Valley, CA 95066
gvlandsurveying.com

JOB NO. 23084
SHEET NO. 1 OF 1
CALCULATED BY VCL DATE 4/30/2024
SCALE: 1" = 80'

EXHIBIT - C



Legend

- MONUMENT FOUND AS NOTED
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- LOT LINE TRANSFER

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

EXHIBIT D
Legal Descriptions and Diagrams of City Exchange Property
(Transfer Areas B and D)

TRANSFER AREA - B

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the City of Capitola, October 3rd, 1996, at Grant Deed Volume 5917 of Official Records, Page 362, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30"West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 316.18 feet to the **POINT OF BEGINNING**;

Thence South 84°10'38 East, departing said property line, a distance of 26.00 feet to the beginning of a curve to the right having a radius of 45.17 feet; thence Southerly along said curve through a central angle of 90°02'09", a distance of 70.98 feet; thence South 05°50'47" West, a distance of 68.87 feet to the aforementioned property line; thence North 26°08'00" West, along said property line, a distance of 134.43 feet to the **POINT OF BEGINNING**. and

CONTAINING 3,624 square feet, more or less.

See EXHIBIT B, attached hereto, and by this reference made a part hereof.

END OF DESCRIPTION.

Vernon C. Little, PLS
GV Land Surveying



4113 Scotts Valley Drive, #102 Scotts Valley, CA 95066

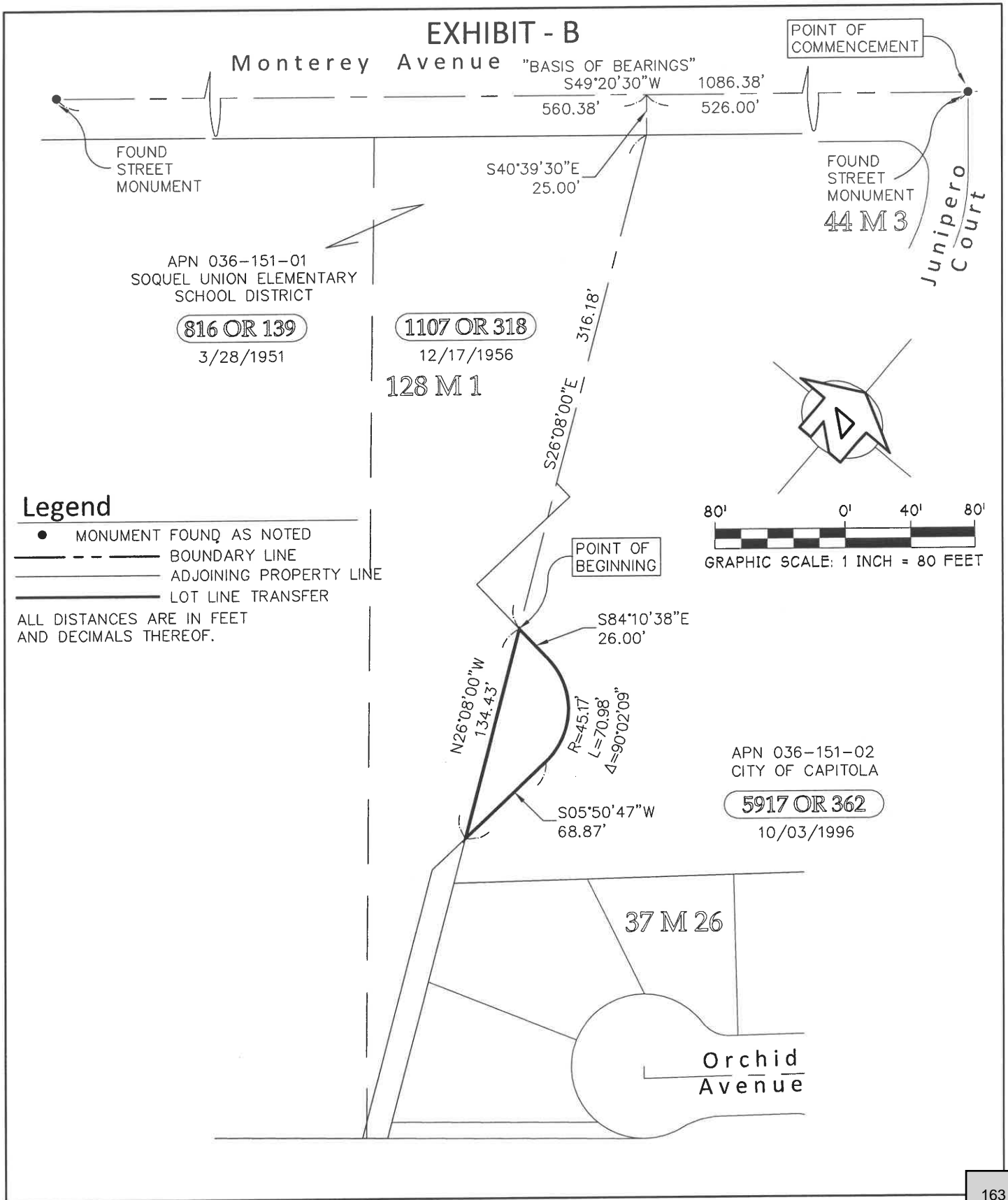


GV Land Surveying

4113 Scotts Valley Drive, Suite 102
Scotts Valley, CA 95066
gvlandsurveying.com

JOB NO. 23084
SHEET NO. 1 OF 1
CALCULATED BY VCL DATE 4/30/2024
SCALE: 1"=80'

EXHIBIT - B



TRANSFER AREA - D

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the City of Capitola, October 3rd, 1996, at Grant Deed Volume 5917 of Official Records, Page 362, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30" West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 222.84 feet to the **POINT OF BEGINNING**;

Thence South 83°35'27" East, departing said property line, a distance of 11.97 feet; thence South 06°24'33" West, a distance of 18.76 feet to the aforementioned property line; thence North 26°08'00" West, along said property line, a distance of 22.26 feet to the **POINT OF BEGINNING**. and

CONTAINING 112 square feet, more or less.

See EXHIBIT D, attached hereto, and by this reference made a part hereof.

END OF DESCRIPTION.

Vernon C. Little, PLS
GV Land Surveying



4113 Scotts Valley Drive, #102 Scotts Valley, CA 95066



GV Land Surveying
4113 Scotts Valley Drive, Suite 102
Scotts Valley, CA 95066
gvlandsurveying.com

JOB NO. 23084
SHEET NO. 1 OF 1
CALCULATED BY VCL DATE 4/30/2024
SCALE: 1"=80'

EXHIBIT - D

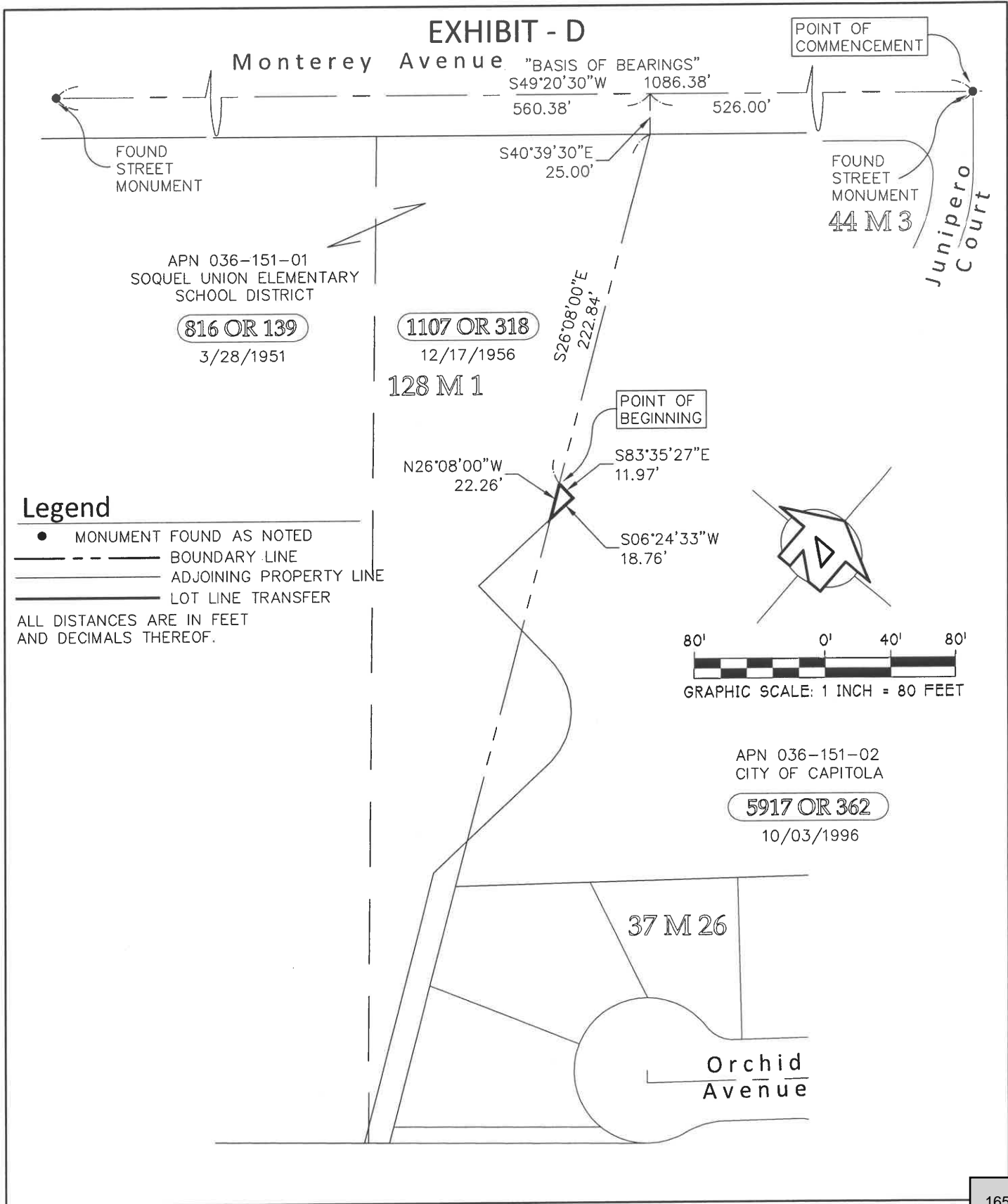


EXHIBIT E
Grant Deed for District Exchange Property

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Capitola
Attn: Jamie Goldstein, City Manager
420 Capitola Avenue
Capitola, CA 95010

MAIL TAX STATEMENTS TO:

Same as above

Recording of this document is fee-exempt under Government Code Sections 6103 and 27383.
No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code
Section 11922.

GRANT DEED

Assessor’s Parcel Number: Portion of 036-151-01

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Soquel Union School District, a Political Subdivision of the State of California, who acquired
title as Soquel Union Elementary School District (“Grantor”), hereby grants to the City of
Capitola (“Grantee”), a municipal corporation, that certain real property in the County of Santa
Cruz, State of California described in and attached hereto as “Exhibit 1” and incorporated herein
(the “Property”).

In witness whereof, Grantor has caused this Grant Deed to be executed as of the _____
day of _____, 2024.

Soquel Union Elementary School District

By: Scott Turnbull
Its: Superintendent

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2024, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

(Portions of Assessor's Parcel Number: 036-151-01)

TRANSFER AREA – A

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the Soquel Union Elementary School District, December 17th, 1956, at Grant Deed Volume 1107 of Official Records, Page 318, and March 28th, 1951, Grant Deed Volume 816 of Official Records, Page 139, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30" West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 450.61 feet to the **POINT OF BEGINNING**;

Thence continuing South 26°08'00" East, along said property line, a distance of 28.87 feet to the Northwest corner of "Tract No. 190 Seaview Park Unit No. 1" on file in Volume 37 of Maps, at Page 26, in the office of the County Recorder, Santa Cruz County, California; thence South 26°10'17" East, along the Westerly boundary of said Tract No. 190, a distance 163.46 feet to the Southeasterly boundary of the lands of Soquel Union Elementary School District; thence South 49°48'30" West, along said Southeasterly boundary, a distance of 15.46 feet; thence North 26°10'13" West, departing said Southeasterly boundary, a distance of 172.06 feet; thence North 05°50'47" East, a distance of 28.32 feet to the **POINT OF BEGINNING**. and

CONTAINING 2,733 square feet, more or less.

See EXHIBIT A, attached hereto, and by this reference made a part hereof.

TRANSFER AREA – C

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the Soquel Union Elementary School District, December 17, 1956, at Grant Deed Volume 1107 of Official Records, Page 318, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30" West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 245.09 feet to the **POINT OF BEGINNING**;

Thence continuing South 26°08'00" East, along said property line, a distance of 71.09 feet; thence North 84°10'38" West, departing said property line, a distance of 38.24 feet; thence North 06°24'33" East, a distance of 60.32 feet to the **POINT OF BEGINNING**. and

CONTAINING 1,153 square feet, more or less.

See EXHIBIT C, attached hereto, and by this reference made a part hereof.

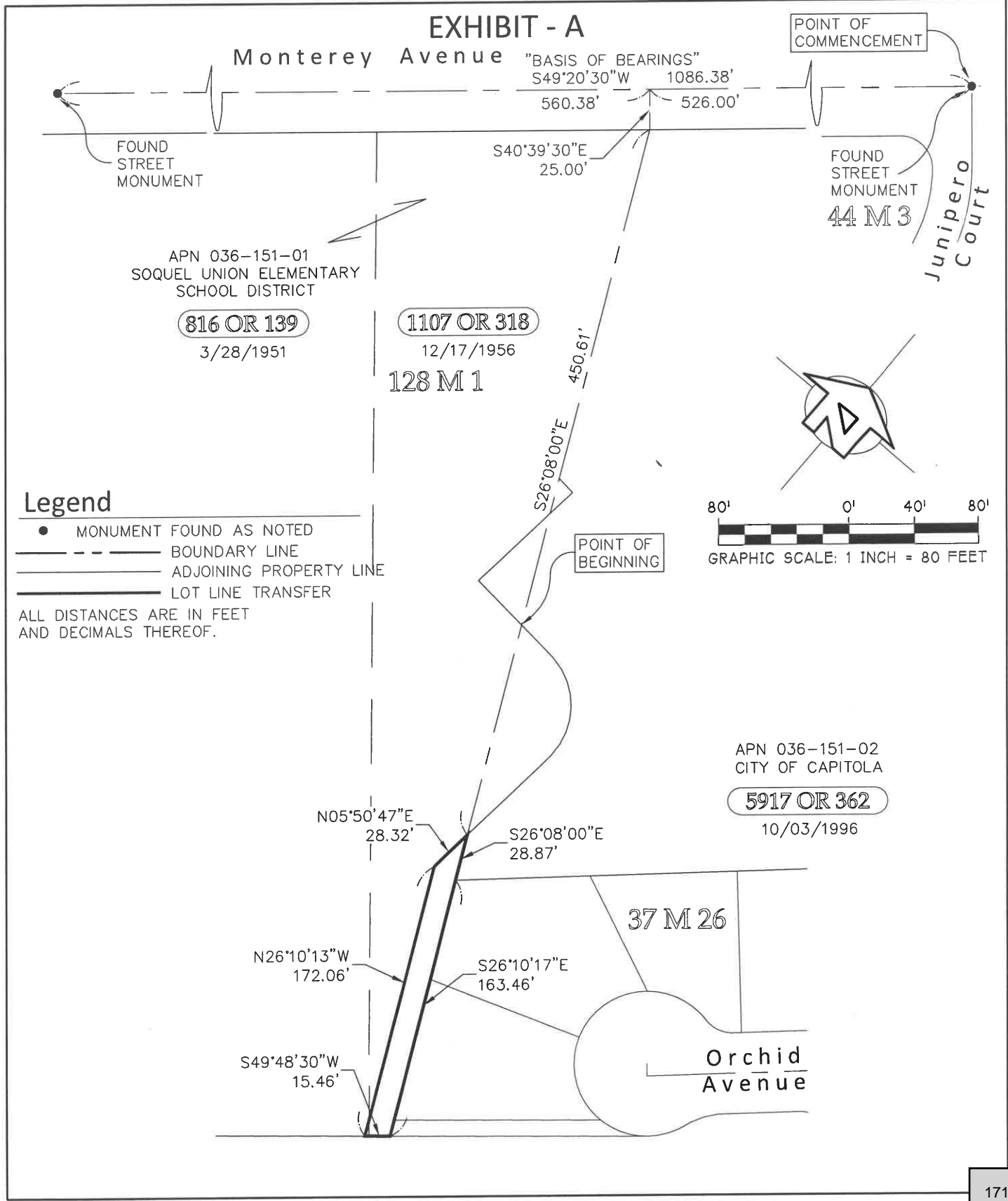


GV Land Surveying

4113 Scotts Valley Drive, Suite 102
Scotts Valley, CA 95066
gvlandsurveying.com

JOB NO. 23084
SHEET NO. 1 OF 1
CALCULATED BY VCL DATE 4/30/2024
SCALE: 1"=80'

EXHIBIT - A





GV Land Surveying

4113 Scotts Valley Drive, Suite 102
Scotts Valley, CA 95066
gvlandsurveying.com

JOB NO. 23084
SHEET NO. 1 OF 1
CALCULATED BY VCL DATE 4/30/2024
SCALE: 1"=80'

Item 8 F.

EXHIBIT - C

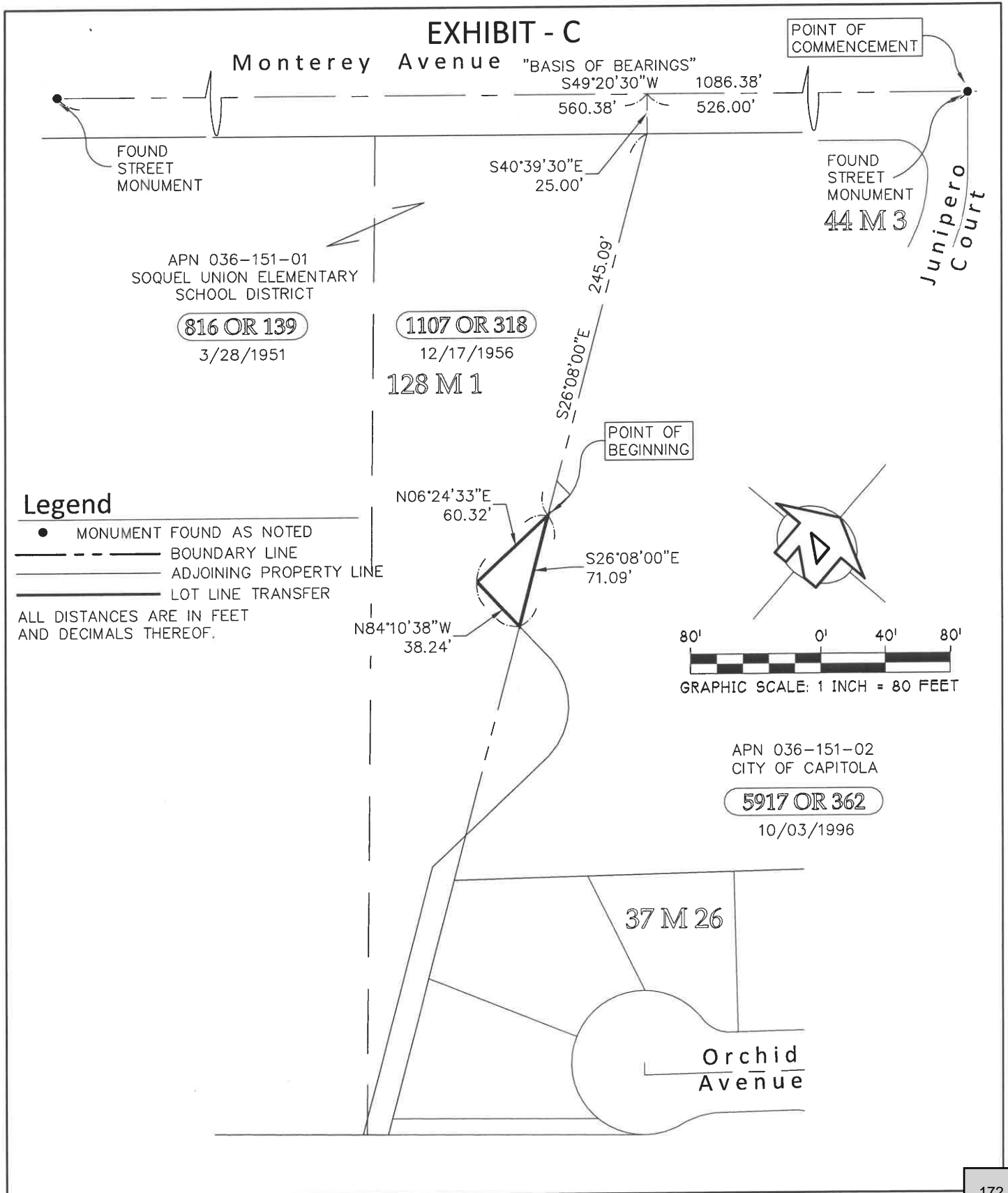


EXHIBIT F

CITY CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2024, from the Soquel Union Elementary School District, a public agency duly organized and existing under the laws of the State of California, to the City of Capitola, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Capitola pursuant to authority conferred by Resolution No. _____, adopted by the City Council of the City of Capitola on _____, 2024, and the City Council of the City of Capitola consents to the recordation thereof by its duly authorized officer.

Dated: _____

CITY OF CAPITOLA,
a California municipal corporation

By: _____
Name: Jamie Goldstein

Its: City Manager

EXHIBIT G
Grant Deed for City Exchange Property

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Soquel Union Elementary School District
Attn: Scott Turnbull, Superintendent
620 Monterey Avenue
Capitola, CA 95010

MAIL TAX STATEMENTS TO:

Same as above

Recording of this document is fee-exempt under Government Code Sections 6103 and 27383.
No Documentary Transfer Tax is due on this document pursuant to Revenue and Taxation Code
Section 11922.

GRANT DEED

Assessor’s Parcel Number: Portion of 036-151-02

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, City
of Capitola, a municipal corporation, who acquired title as the City of Capitola (“Grantor”),
hereby grants to the Soquel Union Elementary School District, a Political Subdivision of the
State of California, that certain real property in the County of Santa Cruz, State of California
described in and attached hereto as “Exhibit 1” and incorporated herein (the “Property”).

In witness whereof, Grantor has caused this Grant Deed to be executed as of the _____
day of _____, 2024.

City of Capitola

By: Jamie Goldstein
Its: City Manager

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2024, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (Seal)

EXHIBIT 1
PROPERTY LEGAL DESCRIPTION

(Portion of Assessor's Parcel Number: 036-151-02)

TRANSFER AREA – B

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the City of Capitola, October 3rd, 1996, at Grant Deed Volume 5917 of Official Records, Page 362, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30" West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 316.18 feet to the **POINT OF BEGINNING**;

Thence South 84°10'38 East, departing said property line, a distance of 26.00 feet to the beginning of a curve to the right having a radius of 45.17 feet; thence Southerly along said curve through a central angle of 90°02'09", a distance of 70.98 feet; thence South 05°50'47" West, a distance of 68.87 feet to the aforementioned property line; thence North 26°08'00" West, along said property line, a distance of 134.43 feet to the **POINT OF BEGINNING**. and

CONTAINING 3,624 square feet, more or less.

See EXHIBIT B, attached hereto, and by this reference made a part hereof.

TRANSFER AREA - D

SITUATE in the Shoquel Rancho, City of Capitola, County of Santa Cruz, State of California.

Being a portion of the lands granted to the City of Capitola, October 3rd, 1996, at Grant Deed Volume 5917 of Official Records, Page 362, on file in the office of the County Recorder, Santa Cruz County, California, and described as follows:

COMMENCING at a street centerline monument at the intersection of Monterey Avenue and Cabrillo Street, as shown on the record of survey on file in Volume 128 of Maps, at Page 1, in

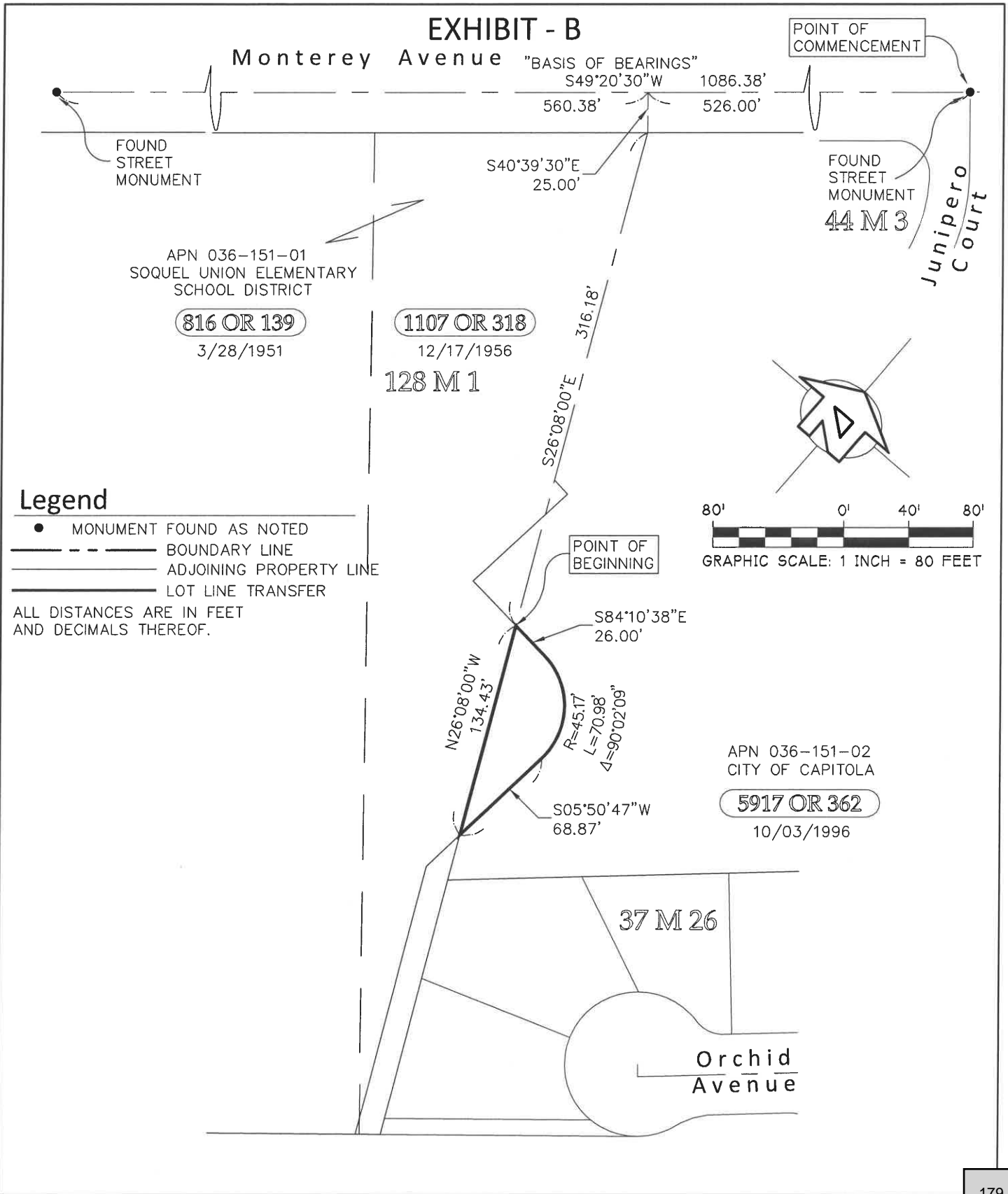
the Office of the County Recorder, Santa Cruz County, California, from which a street centerline monument at the angle point in Monterey Avenue bears, South 49°20'30" West, a distance of 1086.38 feet; thence South 49°20'30" West, along the centerline of Monterey Avenue, a distance of 526.00 feet; thence South 40°39'30" East, a distance of 25.00 feet to the Southeasterly right-of-way of said Monterey Avenue, same being a point on the property line between Soquel Union Elementary School District and the City of Capitola; thence South 26°08'00" East, along said property line, a distance of 222.84 feet to the **POINT OF BEGINNING**;

Thence South 83°35'27" East, departing said property line, a distance of 11.97 feet; thence South 06°24'33" West, a distance of 18.76 feet to the aforementioned property line; thence North 26°08'00" West, along said property line, a distance of 22.26 feet to the **POINT OF BEGINNING**. and

CONTAINING 112 square feet, more or less.

See EXHIBIT D, attached hereto, and by this reference made a part hereof.

EXHIBIT - B



Legend

- MONUMENT FOUND AS NOTED
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- LOT LINE TRANSFER

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

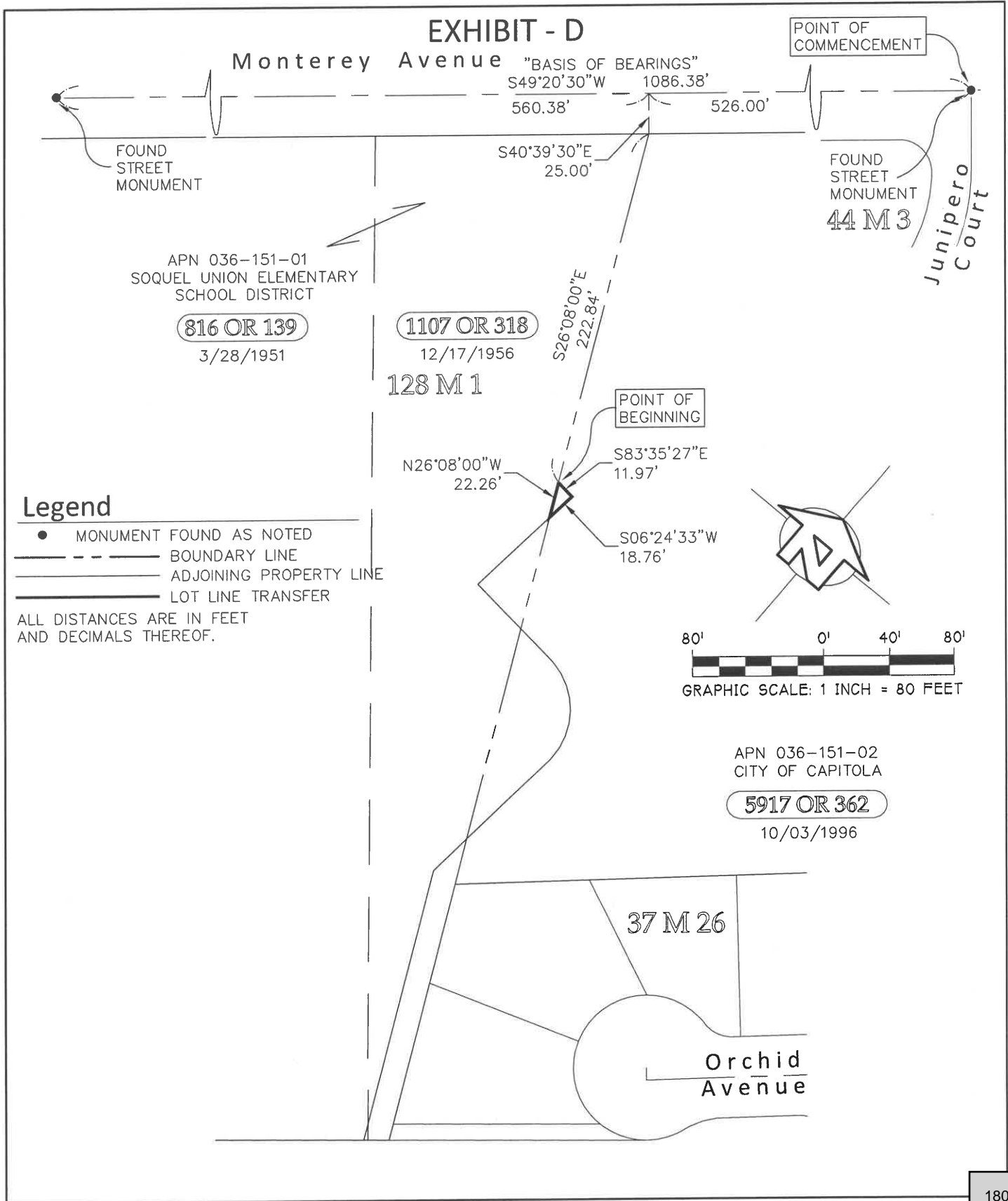


GV Land Surveying

4113 Scotts Valley Drive, Suite 102
Scotts Valley, CA 95066
gvlandsurveying.com

JOB NO. 23084
SHEET NO. 1 OF 1
CALCULATED BY VCL DATE 4/30/2024
SCALE: 1"=80'

EXHIBIT - D



Legend

- MONUMENT FOUND AS NOTED
- BOUNDARY LINE
- ADJOINING PROPERTY LINE
- LOT LINE TRANSFER

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

EXHIBIT H

DISTRICT CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2024, from the City of Capitola, a municipal corporation, to the Soquel Union Elementary School District, a public agency duly organized and existing under the laws of the State of California, is hereby accepted by the undersigned officer on behalf of the Soquel Union Elementary School District pursuant to authority conferred by the California Constitution and California Education Code sections 1040, *et seq.*, and the Soquel Union Elementary School District consents to the recordation thereof by its duly authorized officer.

Dated: _____

SOQUEL UNION ELEMENTARY SCHOOL DISTRICT,
a public agency duly organized and existing
under the laws of the State of California

By: _____
Name: Scott Turnbull

Its: Superintendent

EXHIBIT I
FORM OF PRELIMINARY CHANGE OF OWNERSHIP REPORT

PRELIMINARY CHANGE OF OWNERSHIP REPORT

To be completed by the transferee (buyer) prior to a transfer of subject property, in accordance with section 480.3 of the Revenue and Taxation Code. A Preliminary Change of Ownership Report must be filed with each conveyance in the County Recorder's office for the county where the property is located.

NAME AND MAILING ADDRESS OF BUYER/TRANSFeree (Make necessary corrections to the printed name and mailing address)

☐

☐

ASSESSOR'S PARCEL NUMBER

SELLER/TRANSFEROR

BUYER'S DAYTIME TELEPHONE NUMBER

()

BUYER'S EMAIL ADDRESS

L

J

STREET ADDRESS OR PHYSICAL LOCATION OF REAL PROPERTY

☐ YES ☐ NO This property is intended as my principal residence. If YES, please indicate the date of occupancy or intended occupancy.

MO DAY YEAR

☐ YES ☐ NO Are you a 100% rated disabled veteran who was compensated at 100% by the Department of Veterans Affairs or an unmarried surviving spouse of a 100% rated disabled veteran?

MAIL PROPERTY TAX INFORMATION TO (NAME)

MAIL PROPERTY TAX INFORMATION TO (ADDRESS)

CITY

STATE ZIP CODE

PART 1. TRANSFER INFORMATION Please complete all statements.

This section contains possible exclusions from reassessment for certain types of transfers.

YES NO

- A. This transfer is solely between spouses... B. This transfer is solely between domestic partners... C. This is a transfer: between parent(s) and child(ren) or between grandparent(s) and grandchild(ren). Was this the transferor/grantor's principal residence? Is this a family farm? D. This transfer is the result of a cotenant's death. E. This transaction is to replace a principal residence owned by a person 55 years of age or older. F. This transaction is to replace a principal residence by a person who is severely disabled. G. This transaction is to replace a principal residence substantially damaged or destroyed by a wildfire or natural disaster... H. This transaction is only a correction of the name(s) of the person(s) holding title... I. The recorded document creates, terminates, or reconveys a lender's interest... J. This transaction is recorded only as a requirement for financing purposes... K. The recorded document substitutes a trustee of a trust... L. This is a transfer of property: 1. to/from a revocable trust... 2. to/from an irrevocable trust... M. This property is subject to a lease with a remaining lease term of 35 years or more... N. This is a transfer between parties in which proportional interests... O. This is a transfer subject to subsidized low-income housing requirements... P. This transfer is to the first purchaser of a new building containing a leased or owned active solar energy system. Q. Other. This transfer is to

* Please refer to the instructions for Part 1.

Please provide any other information that will help the Assessor understand the nature of the transfer.

PART 2. OTHER TRANSFER INFORMATION

Check and complete as applicable.

- A. Date of transfer, if other than recording date: _____
- B. Type of transfer:
 - Purchase Foreclosure Gift Trade or exchange Merger, stock, or partnership acquisition (Form BOE-100-B)
 - Contract of sale. Date of contract: _____ Inheritance. Date of death: _____
 - Sale/leaseback Creation of a lease Assignment of a lease Termination of a lease. Date lease began: _____
 - Original term in years (including written options): _____ Remaining term in years (including written options): _____
 - Other. Please explain: _____
- C. Only a partial interest in the property was transferred. YES NO If YES, indicate the percentage transferred: _____ %

PART 3. PURCHASE PRICE AND TERMS OF SALE

Check and complete as applicable.

- A. Total purchase price \$ _____
- B. Cash down payment or value of trade or exchange excluding closing costs Amount \$ _____
- C. First deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - FHA (____ Discount Points) Cal-Vet VA (____ Discount Points) Fixed rate Variable rate
 - Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- D. Second deed of trust @ _____ % interest for _____ years. Monthly payment \$ _____ Amount \$ _____
 - Fixed rate Variable rate Bank/Savings & Loan/Credit Union Loan carried by seller
 - Balloon payment \$ _____ Due date: _____
- E. Was an Improvement Bond or other public financing assumed by the buyer? YES NO Outstanding balance \$ _____
- F. Amount, if any, of real estate commission fees paid by the buyer which are not included in the purchase price \$ _____
- G. The property was purchased: Through real estate broker. Broker name: _____ Phone number: _____
 - Direct from seller From a family member-Relationship _____
 - Other. Please explain: _____
- H. Please explain any special terms, seller concessions, broker/agent fees waived, financing, and any other information (e.g., buyer assumed the existing loan balance) that would assist the Assessor in the valuation of your property.

PART 4. PROPERTY INFORMATION

Check and complete as applicable.

- A. Type of property transferred
 - Single-family residence Co-op/Own-your-own Manufactured home
 - Multiple-family residence. Number of units: _____ Condominium Unimproved lot
 - Other. Description: (i.e., timber, mineral, water rights, etc.) Timeshare Commercial/Industrial
- B. YES NO Personal/business property, or incentives, provided by seller to buyer are included in the purchase price. Examples of personal property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships, etc. Attach list if available.

If YES, enter the value of the personal/business property: \$ _____ Incentives \$ _____
- C. YES NO A manufactured home is included in the purchase price.

If YES, enter the value attributed to the manufactured home: \$ _____

YES NO The manufactured home is subject to local property tax. If NO, enter decal number: _____
- D. YES NO The property produces rental or other income.

If YES, the income is from: Lease/rent Contract Mineral rights Other: _____
- E. The condition of the property at the time of sale was: Good Average Fair Poor

Please describe: _____

CERTIFICATION

I certify (or declare) that the foregoing and all information hereon, including any accompanying statements or documents, is true and correct to the best of my knowledge and belief.

SIGNATURE OF BUYER/TRANSFeree OR CORPORATE OFFICER	DATE	TELEPHONE ()
NAME OF BUYER/TRANSFeree/PERSONAL REPRESENTATIVE/CORPORATE OFFICER (PLEASE PRINT)	TITLE	EMAIL ADDRESS

ADDITIONAL INFORMATION

Please answer all questions in each section, and sign and complete the certification before filing. This form may be used in all 58 California counties. If a document evidencing a change in ownership is presented to the Recorder for recordation without the concurrent filing of a *Preliminary Change of Ownership Report*, the Recorder may charge an additional recording fee of twenty dollars (\$20).

NOTICE: The property which you acquired may be subject to a supplemental assessment in an amount to be determined by the County Assessor. Supplemental assessments are not paid by the title or escrow company at close of escrow, and are not included in lender impound accounts. **You may be responsible for the current or upcoming property taxes even if you do not receive the tax bill.**

NAME AND MAILING ADDRESS OF BUYER: Please make necessary corrections to the printed name and mailing address. Enter Assessor's Parcel Number, name of seller, buyer's daytime telephone number, buyer's email address, and street address or physical location of the real property.

NOTE: Your telephone number and/or email address is very important. **If there is a question or a problem, the Assessor needs to be able to contact you.**

MAIL PROPERTY TAX INFORMATION TO: Enter the name, address, city, state, and zip code where property tax information should be mailed. This must be a valid mailing address.

PRINCIPAL RESIDENCE: To help you determine your principal residence, consider (1) where you are registered to vote, (2) the home address on your automobile registration, and (3) where you normally return after work. If after considering these criteria you are still uncertain, choose the place at which you have spent the major portion of your time this year. Check YES if the property is intended as your principal residence, and indicate the date of occupancy or intended occupancy.

DISABLED VETERAN: If you checked YES, you may qualify for a property tax exemption. **A claim form must be filed and all requirements met in order to obtain the exemption. Please contact the Assessor for a claim form.**

PART 1: TRANSFER INFORMATION

If you check YES to any of these statements, the Assessor may ask for supporting documentation.

C, D, E, F, G: If you checked YES to any of these statements, you may qualify for a property tax reassessment exclusion, which may allow you to maintain your property's previous tax base. **A claim form must be filed and all requirements met in order to obtain any of these exclusions.** Contact the Assessor for claim forms. **NOTE:** If you give someone money or property during your life, you may be subject to federal gift tax. You make a gift if you give property (including money), the use of property, or the right to receive income from property without expecting to receive something of at least equal value in return. The transferor (donor) may be required to file Form 709, Federal Gift Tax Return, with the Internal Revenue Service if they make gifts in excess of the annual exclusion amount.

H: Check YES if the reason for recording is to correct a name already on title [e.g., Mary Jones, who acquired title as Mary J. Smith, is granting to Mary Jones]. This is not for use when a name is being removed from title.

I: Check YES if the change involves a lender, who holds title for security purposes on a loan, and who has no other beneficial interest in the property.

"Beneficial interest" is the right to enjoy all the benefits of property ownership. Those benefits include the right to use, sell, mortgage, or lease the property to another. A beneficial interest can be held by the beneficiary of a trust, while legal control of the trust is held by the trustee.

J: A **"cosigner"** is a third party to a mortgage/loan who provides a guarantee that a loan will be repaid. The cosigner signs an agreement with the lender stating that if the borrower fails to repay the loan, the cosigner will assume legal liability for it.

N: This is primarily for use when the transfer is into, out of, or between legal entities such as partnerships, corporations, or limited liability companies. Check YES only if the individuals and the interest held by each remains exactly the same in each and every parcel being transferred.

O: Check YES only if this property is subject to a government or nonprofit affordable housing program that imposes restrictions. Property may qualify for a restricted valuation method (i.e., may result in lower taxes).

P: If you checked YES, you may qualify for a new construction property tax exclusion. **A claim form must be filed and all requirements met in order to obtain the exclusion. Contact the Assessor for a claim form.**

PART 2: OTHER TRANSFER INFORMATION

A: The date of recording is rebuttably presumed to be the date of transfer. If you believe the date of transfer was a different date (e.g., the transfer was by an unrecorded contract, or a lease identifies a specific start date), put the date you believe is the correct transfer date. If it is not the date of recording, the Assessor may ask you for supporting documentation.

B: Check the box that corresponds to the type of transfer. If OTHER is checked, please provide a detailed description. Attach a separate sheet if necessary.

BOE-502-A (P4) REV. 18 (05-23)

C. If this transfer was the result of an inheritance following the death of the property owner, please complete a *Change in Ownership Statement, Death of Real Property Owner*, form BOE-502-D, if not already filed with the Assessor's office.

PART 3: PURCHASE PRICE AND TERMS OF SALE

It is important to complete this section completely and accurately. The reported purchase price and terms of sale are important factors in determining the assessed value of the property, which is used to calculate your property tax bill. Your failure to provide any required or requested information may result in an inaccurate assessment of the property and in an overpayment or underpayment of taxes.

A. Enter the total purchase price, not including closing costs or mortgage insurance.

"Mortgage insurance" is insurance protecting a lender against loss from a mortgagor's default, issued by the FHA or a private mortgage insurer.

B. Enter the amount of the down payment, whether paid in cash or by an exchange. If through an exchange, exclude the closing costs.

"Closing costs" are fees and expenses, over and above the price of the property, incurred by the buyer and/or seller, which include title searches, lawyer's fees, survey charges, and document recording fees.

C. Enter the amount of the First Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

A **"balloon payment"** is the final installment of a loan to be paid in an amount that is disproportionately larger than the regular installment.

D. Enter the amount of the Second Deed of Trust, if any. Check all the applicable boxes, and complete the information requested.

E. If there was an assumption of an improvement bond or other public financing with a remaining balance, enter the outstanding balance, and mark the applicable box.

An **"improvement bond or other public financing"** is a lien against real property due to property-specific improvement financing, such as green or solar construction financing, assessment district bonds, Mello-Roos (a form of financing that can be used by cities, counties and special districts to finance major improvements and services within the particular district) or general improvement bonds, etc. Amounts for repayment of contractual assessments are included with the annual property tax bill.

F. Enter the amount of any real estate commission fees paid by the buyer which are not included in the purchase price.

G. If the property was purchased through a real estate broker, check that box and enter the broker's name and phone number. If the property was purchased directly from the seller (who is not a family member of one of the parties purchasing the property), check the "Direct from seller" box. If the property was purchased directly from a member of your family, or a family member of one of the parties who is purchasing the property, check the "From a family member" box and indicate the relationship of the family member (e.g., father, aunt, cousin, etc.). If the property was purchased by some other means (e.g., over the Internet, at auction, etc.), check the "OTHER" box and provide a detailed description (attach a separate sheet if necessary).

H. Describe any special terms (e.g., seller retains an unrecorded life estate in a portion of the property, etc.), seller concessions (e.g., seller agrees to replace roof, seller agrees to certain interior finish work, etc.), broker/agent fees waived (e.g., fees waived by the broker/agent for either the buyer or seller), financing, buyer paid commissions, and any other information that will assist the Assessor in determining the value of the property.

PART 4: PROPERTY INFORMATION

A. Indicate the property type or property right transferred. Property rights may include water, timber, mineral rights, etc.

B. Check YES if personal, business property or incentives are included in the purchase price in Part 3. Examples of personal or business property are furniture, farm equipment, machinery, etc. Examples of incentives are club memberships (golf, health, etc.), ski lift tickets, homeowners' dues, etc. Attach a list of items and their purchase price allocation. An adjustment will not be made if a detailed list is not provided.

C. Check YES if a manufactured home or homes are included in the purchase price. Indicate the purchase price directly attributable to each of the manufactured homes. If the manufactured home is registered through the Department of Motor Vehicles in lieu of being subject to property taxes, check NO and enter the decal number.

D. Check YES if the property was purchased or acquired with the intent to rent or lease it out to generate income, and indicate the source of that anticipated income. Check NO if the property will not generate income, or was purchased with the intent of being owner-occupied.

E. Provide your opinion of the condition of the property at the time of purchase. If the property is in "fair" or "poor" condition, include a brief description of repair needed.

Capitola City Council

Agenda Report

Meeting: July 25, 2024
From: City Manager Department
Subject: Youth Liaison Program



Recommended Action: Authorize the City Manager to execute a Memorandum of Understanding with United Way Santa Cruz County for the City of Capitola's participation in the Santa Cruz County Youth Liaison Program; and nominate two Council Members to serve as mentors to selected Youth Liaison participants.

Background: United Way of Santa Cruz County partners with donors, volunteers, advocates, governments, and other nonprofits to co-design collaborative programs that lead to positive and sustainable outcomes for the highest needs youth. The Youth Action Network (YAN) is an initiative coordinated by the United Way of Santa Cruz County (United Way), that focuses on increasing meaningful participation for youth within the county.

The City is dedicated to promoting youth community connectedness by supporting youth education, leadership, and well-being, and is committed to working with organizations and initiatives to implement a framework that outlines how the City will amplify youth voice in City decision-making. To that end, the City Council adopted Resolution No. 4328, the Capitola Children and Youth Bill of Rights on July 27, 2023

Discussion: The City Council established a fiscal year goal to participate in the newly formed Youth Liaison Program. The Youth Liaison Program is designed as a connection between young people and City Council members, ensuring that youth perspectives are considered in the local government decision-making process. The Program will allow high-school students to participate in municipal government and learn about the role of the City Council in our region.

United Way staff, along with staff from the cities of Santa Cruz and Capitola have worked together to create the Youth Liaison Program, a first-of-its-kind effort in our County. While United Way will provide formal onboarding (including necessary paperwork and appropriate measures to ensure youth are protected throughout the Liaison Program), City staff will work closely with United Way to further develop this exciting chapter in youth participation within local governments.

Once admitted, Youth Liaisons will attend City Council meetings, meet with their designated Council Member Mentor monthly to communicate youth-centered priorities in the community and learn about being an elected official. At the close of the program, Liaisons will report out to the City Council on their experience. To incentivize students and compensate them for their time, participants will be awarded a \$650 stipend by United Way.

A Memorandum of Understanding is attached to this report, which outlines Program duties for the City of Capitola and United Way.

Based on City Council direction during the February Goals and Priorities workshop, and the earlier adoption of the Children and Youth Bill of Rights, City staff recommends Capitola host two Youth Liaisons for the nine-month school term, beginning in September. City and United Way staff have a working session scheduled in mid-August to determine the selection process and will work together to assess applications and choose liaisons.

Members of the City Council are imperative to the success of this program. Because the City will provide stipend funding for two participants, Staff recommends that Council nominate two members to serve as mentors to partner with the Capitola Youth Liaisons.

Fiscal Impact: If approved, the City will provide \$1,300 to United Way to provide two youth liaison stipends in fiscal year 2024-25. Those funds were included in the adopted fiscal year budget.

Attachments:

1. Memorandum of Understanding

Report Prepared By: Chloé Woodmansee, Assistant to the City Manager

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

**Memorandum of Understanding
Between United Way Santa Cruz County and the City of Capitola regarding
The Youth Liaison Program**

This Memorandum of Understanding (“MOU”) is entered into between United Way Santa Cruz County (DBA United Way), a California 501(c)3 non-profit corporation and the City of Capitola (“City”), a California municipal corporation, and is effective as of the date fully executed. City and United Way are referred to collectively herein as the “Parties”.

United Way Santa Cruz County partners with donors, volunteers, advocates, governments, and other nonprofits to co-design collaborative programs that lead to positive and sustainable outcomes for highest needs youth. The City wishes to partner with United Way to participate in a Youth Liaison Program, where high-school aged students can connect with their community and experience local government. The Youth Liaison Program is designed as a connection between young people and City Council members, ensuring that youth perspectives are considered in the decision-making process.

The City of Capitola wishes to participate in the Youth Liaison Program. The Parties desire and agree to partner in the following manner:

1. The City agrees to do the following:

- Provide funding to United Way to pay youth liaison participant stipends.
 - In FY 2024-25 the City has agreed to grant \$1,300 (\$650 for two students each)
- Assist with liaison recruitment and outreach.
- Participate in Youth Liaison Program Orientation.
- Facilitate Council Member mentoring for each selected Youth Liaison participant.
 - Participating Council Members will consent to finger-printing through the local school district
- Coordinate annual presentation during a City Council meeting for Youth Liaison participant to summarize their experience as a Liaison.

2. United Way Santa Cruz County agrees to do the following:

- Collaborate with City staff to provide Youth Liaison Program framework and structure.
- Create and host online applications; perform recruitment for liaison applicants.
- Collaborate with City Staff on liaison selection process.
- Perform Youth Liaison Program logistical onboarding before Youth begins with the City; including liability and media release forms, and emergency contact and stipend paperwork
- Collaborate with City staff to create and host Youth Liaison Program Orientation
- Provide United Way developed “Working with Youth” policies for City staff and Council Members
- Pay youth stipends

United Way and City indicate agreement with this MOU by their signatures below:

UNITED WAY SANTA CRUZ COUNTY

Sarah Emmert, Director of Community Impact Date _____

CITY OF CAPITOLA

Jamie Goldstein, City Manager Date _____

Capitola City Council

Agenda Report



Meeting: July 25, 2024

From: City Manager Department

Subject: Police Chief Recruitment Process

Recommended Action: Approve the Police Chief internal recruitment process and designate up to two City Council Members to serve on the interview panel.

Background: Police Chief Dally has announced his intention to retire from the City of Capitola by the end of 2024. To prepare for his retirement, the City Manager's Department needs to begin the hiring process to be prepared to fill this position.

As with all City Department Head positions, the City Manager is responsible for hiring the Police Chief. Due to the public-facing nature of the Police Chief role, and the overall significance of the position, the Department Head Compensation Plan states the City Council shall review and approve the Police Chief recruitment process.

Discussion: Staff reviewed the recruitment process used in 2021 when the City last hired a Police Chief. In 2021, the City used a professional recruiting firm, Bob Murray and Associates, and selected several candidates, including one internal candidate. For this recruitment process, staff proposes an internal-recruitment, to assess current City employees for their readiness and capability as the next Capitola Police Chief. Staff recommends the following plan for the Police Chief recruitment:

1. Internal Review: Conduct internal meetings with the Police Officers Association and other staff regarding needed characteristics for the Police Chief.
2. Internal Recruitment: An internal recruitment will be conducted. Initial screening of candidates based on established criteria and testing will be completed. Candidates who are successful in the initial screening will complete panel interviews.
3. Two Interview Panels: 1) A panel comprised of community members, several Department Heads, and up to two Council Members; 2) a professional panel consisting of current and retired Chiefs of Police.

Based on the internal review and results of the interviews, the City Manager will select the successful candidate.

Staff anticipates interviews in mid to late September, allowing a new Police Chief to be in place by November 2024.

Fiscal Impact: None.

Attachments: None.

Report Prepared By: Chloé Woodmansee, Assistant to the City Manager

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

Approved By: Jamie Goldstein, City Manager

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: Police Department

Subject: Dogs at City Parks and Capitola Beach



Recommended Action: Receive a presentation on current dog regulations at City Parks and City Beaches and either a) take no further action, or b) identify potential changes to dog regulations and direct staff to return at a noticed future City Council meeting.

Background: For many years, the City of Capitola has sought to provide facilities where dog owners can exercise their dogs. In 2002, the Capitola City Council amended the municipal code to allow leashed dogs in designated city parks. The City Council has also periodically considered allowing dogs on all or parts of the beach and evaluated the feasibility of adding off-leash access in parks, with the most recent review taking place in 2012.

Among the 12 designated City parks/locations, one location allows for dogs off-leash (Ozzi Dog Park at McGregor Park), seven parks have leash law requirements, and three (Beach, Wharf, Hidden Park) do not allow dogs. In comparison, the City of Santa Cruz does not allow dogs on Main Beach; however, Santa Cruz does have other dedicated dog beaches. Neighboring jurisdictions allow dogs on-leash in both the county and state parks.

Capitola has adopted a leash law that requires dogs to be on a leash no longer than six feet in length in public places. In a separate section, the Municipal Code identifies specific parks where dogs are prohibited or where leashes are required. In addition, the Code also allows the City to post other public locations where dogs are prohibited. Below is a list of City parks and beaches with dog regulations.

Location	Off Leash Dogs Allowed	Dogs Allowed On Leash	How Regulated	Notes
McGregor "Ozzi" Dog Park	Yes	Yes	Posted signs	Allowed off-lease in Fenced Dog Park
Soquel Creek Park		Yes	Code	
Jade Street Park		Yes	Code	Dogs prohibited from lawn and tennis court areas
Esplanade Park		Yes	Code	Dog prohibited from the lawn area
Monterey Ave Park		Yes	Code	
Noble Gulch Park		Yes	Code	
Peery Park		Yes	Code	
Hihn Park		Yes	Leash Law	
Park at Rispin Mansion		Yes	Leash Law	Under construction
Capitola Beach		No	Code	
Capitola Wharf		No	Code	
Cortez Park (Hidden Park)		No	Posted signs	

Discussion: Capitola Municipal Code Section 6.14.200 and Section 6.14.320 outline the City's current regulations for dogs in public spaces and parks. Copies of these code sections are included in Attachment 1. Copies of the meeting minutes from the City Council meeting when 6.14.200 was adopted are included as Attachment 2.

The following is an outline of general considerations for specific public spaces

Capitola Beach

- Capitola Beach is approximately 400 yards of municipal beach that becomes very popular during the high season (May – October). Similar to Main Beach in Santa Cruz, Capitola Beach does not allow dogs due in part to density issues.
- During the off-season, the Police Department receives weekly complaints about dogs being off-leash or defecating on the beach.
- During the high season (May – October), increased beach usage by visitors, Junior Lifeguards, and other sanctioned events compounds these issues, results in a higher number of contacts and complaints for dog violations.
- Officers from the Police Department and Santa Cruz County Animal Services have issued citations for violations, although many interactions with dog owners are educational.
- Changes to dog regulations on the beach may require some level of Coastal Commission review.

Capitola Wharf

- Municipal wharfs have high concentrations of people within confined spaces, which can exacerbate territorial and/or poor behavior in dogs, leading to conflicts between dogs or between dogs and people. The current Wharf plan includes fishing activities and other distractions that can cause dogs to act unpredictably, creating potential hazards, including wildlife hazards.
- Managing dog waste on a wharf can be challenging. Dog waste can create unpleasant conditions for visitors, environmental hazards, pose health risks, and can be difficult to clean on wooden surfaces.

Park Regulations

- Monterey and Jade Street Parks have programmed organized sports/youth activities. In prior reviews of this subject matter, the Soquel Unified Elementary School District and the City's Recreation staff have expressed concerns regarding the impacts of off-leash dog use at these parks. The Superintendent of the Soquel Unified Elementary School District has provided comments as Attachment 3.
- Staff has identified upper Noble Gulch Park as the most feasible location to potentially test another off-leash dog park due to the lack of conflict with current park uses and park layout. Implementing such a project would require an amendment to the Municipal Code and a budget allocation for new fencing and signage.

Should the City Council want to change regulations regarding dogs in City parks and beaches, staff recommends clear and identifiable boundaries (example: "leashed/unleashed dogs are allowed in [specific location] only") rather than time-of-use rules (example: "dogs allowed from 4-7 pm"). Staff has found it easier for the public to understand and staff to enforce consistent location-based rules.

There is no required action with this presentation. Should the City Council seek changes to the regulations for dogs at a specific location, staff could return to a future noticed meeting with documentation necessary to implement the new regulations.

Fiscal Impact: The cost of implementing and enforcing any program will greatly depend on the issues outlined above. Staff would return to the City Council with a plan and schedule with specific financial details for any change that is requested.

Attachments:

1. CMC 6.14.200 and 6.14.320
2. Excerpt from City Council Meeting Minutes from September 27, 2001
3. SUESD Comments

Report Prepared By: Andrew Dally, Chief of Police

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

6.14.200 Dogs in public places – Permitted and prohibited locations.

A. Except as provided in Section [6.14.210](#), it is unlawful for any person owning, having an interest in, harboring or having charge of the care, custody, control or possession of any dog to cause or permit such dog to be in any of the following locations, whether with or without a leash:

1. On any public beach within the city of Capitola;
2. Capitola Wharf;
3. Any other public location in the city that is posted with signage prohibiting dogs.

B. Dogs shall be permitted on leash in the following parks unless the city council, by resolution, declares the prohibitions of subsection A of this section applicable to such areas: Monterey Avenue Park, Noble Gulch Park, Perry Park, Soquel Creek Park, Jade Street Park (except for lawn and tennis court areas), and Esplanade Park (except for lawn areas). (Ord. 912 § 2, 2006)

6.14.320 Leashing required.

Unless a dog is under restraint by leash or chain no longer than six feet in length or confined within an automobile, no person owning, having an interest in, harboring, or having charge, care, control, custody or possession of that dog shall cause or permit such dog to be in or upon: any public street, alley or other public place; in or upon any unenclosed lot or premises; or in or upon any other private property posted with signs prohibiting off-leash dogs. (Ord. 915 § 1, 2007; Ord. 912 § 2, 2006)

Gautho, Julia

From: Goldstein, Jamie (jgoldstein@ci.capitola.ca.us)
Sent: Thursday, July 18, 2024 2:16 PM
To: Gautho, Julia
Cc: Dally, Andrew (adally@ci.capitola.ca.us)
Subject: FW: SUESD Supt Comments on Dogs / Monterey Park

Follow Up Flag: Follow up
Flag Status: Flagged

Please see below correspondence related to the item on the coming agenda regarding regulations for dogs in parks.

From: Scott Turnbull <sturnbull@suesd.org>
Sent: Thursday, July 18, 2024 9:30 AM
To: Goldstein, Jamie (jgoldstein@ci.capitola.ca.us) <jgoldstein@ci.capitola.ca.us>
Subject: SUESD Supt Comments on Dogs / Monterey Park

July 18, 2024

Dear Capitola City Council Members,

As the Superintendent of Soquel Union Elementary School District (SUESD) for eight years, I am eternally grateful for our partnership with the City of Capitola. From support with after-school childcare, the Equity Swim Program, an incredibly responsive police department, and much more, I could not be more appreciative for working with the City of Capitola as a community partner. I am writing about an upcoming item on your agenda in which you are considering a request to create a dog off-leash area at Monterey Park. This is a challenging message for me to write because I have been a dog owner and lover all my life. Despite my love of dogs, I am expressing my opinion **against** allowing a dog off-leash area at Monterey Park. Previously, when this came before the council in 2022, city staff noted the following regarding current park uses and any potential changes to rules related to dogs: "Based on these existing park uses, and the difficulty in creating a new area isolated from these uses, staff recommends the existing rules requiring dogs on-leash remain in place." I concur with those sentiments. Although I realize such an area would only be in use during certain hours, common sense would still dictate that the worst place for dogs to be off leash would be adjacent to a school (in this case, New Brighton Middle School, NBMS). Most dog owners are responsible for picking up after their pets, but there is no way to ensure and enforce that **all** dog owners pick up their dogs' waste. There are already days when our Physical Education Teachers have to start their day picking up dog waste so that their students don't come into contact with it. This is not the way a teacher should have to start their day. Having an off-leash area would only increase the likelihood of dog waste being left behind for our teachers and students to have to deal with. The robust programs, including after-school sports, often run well into the late afternoon or early evening. I respectfully request that you maintain existing rules requiring dogs to remain on leash at Monterey Park at all times due to existing park uses. Thank you for your consideration and all you do to support our community's schools.

Sincerely,



CONFIDENTIALITY NOTICE: This electronic mail transmission may contain privileged and/or confidential information only for the use by the intended recipients. Unless you are the addressee (or authorized to receive messages for the addressee), you may not use, copy, disclose, or distribute this message (or any information contained in or attached to it) to anyone. You may be subject to civil action and /or criminal penalties for violation of this restriction. If you received this transmission in error, please notify the sender by reply e-mail and delete the transmission. Thank you.

3. CONSENT CALENDAR (continued)

K. Pavement Repainting at Various Locations. [940-60\A/C: Chrisp Company]
(Pulled from Consent Calendar. See separate discussion and action on Page 9188.)

L. Action Minutes for the Planning Commission Meeting of 9/20/01. [940-50]

ACTION: Council Member Ortiz moved, seconded by Council Member Gualtieri, to receive the Action Minutes for the Planning Commission Meeting of September 20, 2001, as submitted. The motion carried unanimously.

4. PUBLIC HEARINGS

A. Public Hearing Concerning Proposed Ordinance Amending Section 6.12.090 of the Municipal Code pertaining to Dogs on Public Beaches and Parks. [400-10]
Presentation: Public Works Dept.

Assistant Public Works Director Ed Morrison provided background information and discussion regarding the proposed ordinance that, if adopted, will allow dogs on leash at Jade Street Park (except on the tennis courts), Monterey Avenue, Noble Gulch, Esplanade, Perry and Soquel Creek parks.

Mayor Norton opened the public hearing at 7:35 p.m.

The following people spoke in favor of the proposed ordinance that will allow dogs in parks on leash: Ron and Carolyn Emrich, Brett and Molly Graessle, Stuart Wisong, Sandi Pensinger, and Aglaia Cardona, DVM.

Kathi Howard, Columbus Drive, asked that the Council consider a heavy penalty fine (minimum of \$100) for dog owners who do not clean up after their dogs or have their dogs off leash. She expressed concern about lack of enforcement and need for increased enforcement if the proposed ordinance is enacted.

Janice Ahlf, member of the Dog Park Task Force, expressed her opposition to the proposed ordinance allowing dogs in the parks on leash, stating she believes it would be a huge mistake and discussed her reasons why (including safety, health, liability, enforcement, etc.) She would like to see a fenced dog park in Capitola. She also believes fines should be increased, and there needs to be better signage. Speaking on behalf of the silent majority, she urged the council not to adopt the proposed ordinance.

Mayor Norton closed the public hearing at 8:00 p.m.

Police Chief Ehle responded to Council Member Harlan's inquiry regarding current bail schedules (fines) for citations involving dogs (i.e., no license, no proof of rabies vaccination, dogs on beach, not picking up after dogs, no leash, etc.) He also discussed other aspects of the proposed enforcement plan as detailed in the staff report.

Council members discussed their individual positions on the proposed ordinance, with Council Members Arthur and Ortiz in support of the ordinance as written and acknowledged the community process that has brought it to this point. Council Member Harlan would rather include language that the dogs are allowed "on paths" within the park, and not on the grass.

4. A. PUBLIC HEARINGS

Council Member Gualtieri also appreciates the efforts of the dog park task force and C-DOG group. He expressed the importance of proper signage, enforcement and penalties. He also believes Jade Street and Monterey Parks should not be included as they are designed for recreational activities.

A motion was made by Council Member Arthur, and seconded by Council Member Ortiz, to accept the proposal as written, with the exception that in Jade Street and Esplanade Parks dogs be allowed on the pathways only. After discussion, the motion and second were withdrawn. Council Member Arthur expressed his desire to compromise. Council Member Gualtieri questioned if there could be a 6-month review to look at enforcement, violations, etc. City Manager Hill advised a 6-month review could be scheduled for the first meeting in April. He also stated the Council may remove parks from the ordinance by resolution.

Considerable Council deliberation was followed by this action:

ACTION: Council Member Arthur moved, seconded by Mayor Norton, to pass the proposed ordinance to a second reading, with the exception of lawn areas of Jade Street Park and Esplanade Park, and with the provision that parks identified in the ordinance may be removed by resolution of the Council.

The motion carried on the following vote: AYES: Council Members Gualtieri, Arthur and Mayor Norton. NOES: Council Members Ortiz and Harlan. ABSENT: None. ABSTAIN: None.

B. Public Hearing to Consider Community Development Block Grant Application for \$35,000 for a Housing Needs Assessment/Housing Conditions Survey on a Citywide Basis. [700-10] Presentation: Planning Dept.

Housing and Redevelopment Planner Dwire provided staff reports on this item. He advised staff has prepared the necessary grant application and the proposed resolution is necessary to make it complete. He advised the Redevelopment Agency approved this as part of its housing budget, and will be considering a resolution at its meeting committing funds for a local cash match.

Mayor Norton opened the public hearing at 8:37 p.m. Seeing no one, the public hearing was closed.

Housing and Redevelopment Planner Dwire responded to questions of council members and informed them that the planning department is about to begin the Housing Element review process. The information obtained by the proposed study will help in the preparation of the city's Housing Element. Council discussion was followed by this action:

ACTION: Council Member Arthur moved, seconded by Mayor Norton to adopt the revised draft resolution presented to the Council, **Resolution No. 3158, Resolution Approving an Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the Planning/Technical Assistance Allocation of the State Community Development Block Grant (CDBG) Program for a Professional/Technical Assessment of Housing Needs and Housing Conditions in the City of Capitola.** The motion carried on the following vote: AYES: Council Members Ortiz, Gualtieri, Harlan, Arthur and Mayor Norton. NOES: None. ABSENT: None. ABSTAIN: None.

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: City Manager Department

Subject: Ballot Argument in Favor and Rebuttal for November 2024 Measure



Recommended Action: Adopt a resolution adopting the argument in favor of the City's Transactions and Use Tax Measure placed on the ballot by Resolution No. 4385, releasing the right to draft the rebuttal argument in favor of the City's Transactions and Use Tax Measure to identified individuals, and amending Section 6 of Resolution No. 4385 regarding the deadline for submission of arguments for and against the City's Transactions and Use Tax Measure

Background: On June 27, 2024, the City Council approved the submission of a ballot measure to Capitola voters replacing a one-quarter (0.25%) cent Transactions and Use Tax ("Sales Tax") with a one-half (0.50%) cent Sales Tax for a ten year period to protect essential city services, including public safety and emergency services; repair potholes, maintain streets, sidewalks, bike lanes, beaches, the new wharf, and recreation programs for youth; improve traffic safety; and support local businesses (the "Measure").

During the meeting, the City Council appointed a subcommittee of Council Member Clarke and Vice Mayor Brooks to prepare the argument in favor of the Measure and directed the subcommittee to bring back a draft of the proposed argument at the July 25th City Council meeting. In adopting the Resolution placing the Measure on the ballot, the Council also set deadlines for the submission of arguments for and against the Measure, based on dates provided by the County Department of Elections. (Attachment 1)

Discussion: Only one argument in favor will be placed in the ballot and may not exceed 300 words in length. Pursuant to California Elections Code 9287, an argument drafted by the City Council or member(s) authorized by the Council will be given priority if more than one argument is submitted.

Pursuant to Elections Code 9285 (a)(2), if an argument against the Measure is received, the City Council, as the author of the argument in favor of the Measure, may either prepare the rebuttal argument itself, or authorize in writing another person or persons to prepare the rebuttal argument. The attached Resolution (Attachment 3) allows the Council to release the rebuttal argument to individual(s) specified by the Council.

After the City published its agenda for the June 27th meeting, the County revised its deadlines for accepting arguments in favor and against city measures. The attached Resolution also therefore amends the deadlines for submittal of the arguments for and against, including the rebuttal argument, adopted at the June 27 meeting to reflect the new deadlines set forth by the County. Arguments in favor and against are now due by 5:00 p.m. on August 13, rather than August 16, and the rebuttal is due by 5:00 p.m. on August 20, 2024.

Pursuant to Elections Code 9600, all arguments regarding ballot measures must be accompanied by the form provided by the County Elections Department (Attachment 2). The form is to be signed by each proponent and by each author.

Fiscal Impact: There is no fiscal impact associated with the recommended action.

Attachments:

1. Resolution No. 4385
2. Signature Statement
3. Resolution adopting the argument in favor of the City's Transactions and Use Tax Measure placed on the ballot by Resolution No. 4385, releasing the right to draft the rebuttal argument in favor of the City's Transactions and Use Tax Measure to identified individuals, and amending

Section 6 of Resolution No. 4385 regarding the deadline for submission of arguments for and against the City's Transactions and Use Tax Measure

4. Exhibit A to Resolution – Draft Ballot Argument

Report Prepared By: Julia Gautho, City Clerk

Reviewed By: Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. 4385

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE CITY OF CAPITOLA A MEASURE TO INCREASE THE CITY'S TRANSACTIONS AND USE TAX TO 0.5% AND EXTEND THE SUNSET DATE FOR THE CITY'S TRANSACTIONS AND USE TAX THROUGH DECEMBER 31, 2034 AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024; REQUESTING CONSOLIDATION BY THE SANTA CRUZ COUNTY BOARD OF SUPERVISORS OF THE ELECTION REGARDING SAID MEASURE WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE AND THAT SANTA CRUZ COUNTY PROVIDE ELECTION SERVICES WITH FULL REIMBURSEMENT BY THE CITY OF CAPITOLA; DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS; AND AUTHORIZING THE CITY COUNCIL TO SUBMIT ARGUMENT SUPPORTING THE MEASURE

WHEREAS, on November 2, 2004, City of Capitola voters adopted Ordinance No. 880, imposing a one-quarter cent (0.25%) on the dollar transactions and use tax ("Sales Tax") for general purposes, which would expire, or sunset, on June 30, 2010; and

WHEREAS, on November 4, 2008, Capitola voters adopted Ordinance 935, which extended the sunset date of the Sales Tax to December 31, 2017; and

WHEREAS, on November 8, 2016, the Capitola voters adopted Ordinance no. 1008, which again extended the sunset date of the Sales Tax to December 31, 2027; and

WHEREAS, proceeds generated by the Sales Tax are deposited into the City's General Fund and support important City services such as police, fire, and paramedic services; 911 emergency response; emergency street repairs and maintenance; neighborhood park and recreation services; and

WHEREAS, the City's budget forecast indicates a fiscal shortfall due to the impending expiration of the Sales Tax, increased pension liabilities, and the steady erosion of retail sales tax when adjusted for inflation; and

WHEREAS, on April 11, 2024, the City Council directed staff to prepare a ballot measure replacing the existing one-quarter of one cent (0.25%) Sales Tax with a one-half of one cent (0.50%) Sales Tax and further extending authority to collect the Sales Tax for another 10 years; and

WHEREAS, the City Council also desires, on its own motion, to submit to the voters at the November 5, 2024 Statewide Election a question relating to the imposition of a one-half of one cent (0.5%) Sales Tax for general purposes ("Sales Tax Measure"); and

WHEREAS, the proposed, locally enacted Sales Tax Measure is projected to generate approximately \$2.2 million in new General Fund revenue annually; and

WHEREAS, the City will incorporate review of the uses of revenue generated by the Sales Tax Measure into the annual financial audit, conducted by independent certified public accountants, as well as a review by the Finance Advisory Committee and City Council; and

WHEREAS, Revenue and Taxation Code Section 7285.9 authorizes the City Council for

the City of Capitola to levy, increase or extend a general Sales Tax if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council, and the tax is approved by a simple majority (50%+1) vote of the qualified voters of the City voting in an election on the issue; and

WHEREAS, a general municipal election consolidated with the statewide primary election to be held on Tuesday, November 5, 2024, has been called and, pursuant to Elections Code Section 9222, the City Council desires to submit the proposed Sales Tax Measure to the qualified electors of the City of Capitola at the consolidated election.

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

Section 1. Compliance with CEQA. The City Council finds and determines that this activity is not a "Project" as defined under Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines because it is a financing decision without commitment to a specific project that may result in a potentially significant physical impact on the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the actions proposed are not subject to CEQA.

Section 2. Call for Election and Ballot Language. Pursuant to California Elections Code Section 9222, the City Council hereby calls an election at which it shall submit to the qualified voters of the City of Capitola a ballot measure designated by the letter of the Santa Cruz County Registrar of Voters proposing to amend the City of Capitola's Municipal Code, to appear on the ballot in substantially the following form:

To protect essential city services including public safety and emergency services; repair potholes, maintain streets, sidewalks, bike lanes, beaches, the new wharf, and recreation programs for youth; improve traffic safety; and support local businesses, shall City-of-Capitola replace its quarter-percent sales tax, approved by voters in 2016, with a one-half percent sales tax, generating an estimated \$ 2.2 million annually for general government use, for ten years, with independent audits, and all funds staying local?	YES	
	NO	

This question requires the approval of a majority vote of the City of Capitola voters voting on the Sales Tax Measure at the election to become effective. If the ordinance referenced in Section 3 is so approved by the City of Capitola voters, then the ordinance shall become effective ten (10) days following the date the vote is declared by the City Council.

Section 3. Text of Measure. The proposed Sales Tax Measure submitted to the voters is as attached in Exhibit A to this Resolution, which is incorporated herein by reference. The City Council hereby approves the proposed ordinance, in the form thereof, and its submission to the voters of the City at the November 5, 2024 election. The text of the measure shall be printed in the ballot materials and be available for public inspection in the City Clerk's office and on the City's website at www.cityofcapitola.org.

Section 4. Publication of Measure. The City Clerk is hereby directed to cause notice of the measure to be published in accordance with Section 12111 of the California Elections Code.

Section 5. Request to Consolidate and Conduct Election and Canvass Returns.

(a) Pursuant to California Elections Code Section 10400 et seq., the election for this measure shall be consolidated with the established election to be conducted on November 5, 2024. The City Council hereby requests that the Santa Cruz County Board of Supervisors consolidate the election called by this Resolution with the statewide election to be conducted on November 5, 2024 and order the election to be conducted by the Registrar of Voters. The City Council of the City of Capitola acknowledges that the consolidated election will be held and conducted in the manner prescribed in Elections Code section 10418. The City Council recognizes that additional cost will be incurred by the County of Santa Cruz by reason of the consolidation of the election with the Statewide election and agrees to reimburse the County of Santa Cruz for any costs that are not reimbursed by the State, and the City Council hereby authorizes the City Manager to pay the County of Santa Cruz for said services in full. The City Clerk is directed to file a certified copy of this Resolution with the Board of Supervisors of Santa Cruz and the Registrar of Voters of Santa Cruz County on or before August 9, 2024.

(b) The election on the Sales Tax Measure set forth in Section 3 shall be held and conducted, the voters canvassed and the returns made, and the results ascertained and determined as provided herein. The election shall be held in accordance with the Elections Code of the State of California.

(c) The election on the Sales Tax Measure set forth in Section 3 shall be held in Santa Cruz County in the City of Capitola on November 5, 2024, as required by law, and the Board of Supervisors of Santa Cruz County is authorized to canvass the returns of the election with respect to the votes cast in the City of Capitola and certify the results to the City Council of the City of Capitola.

(d) At the next regular meeting of the City Council of the City of Capitola occurring after the returns of the election for the Sales Tax Measure set forth in Section 3 have been canvassed and the results have been certified to the City Council, or at a special meeting called for such purpose if required by law, the City Council shall cause to be entered in its minutes a statement of the results of the election.

Section 6. Submission of Ballot Arguments.

(a) In accordance with California Elections Code §9282, the City Council orders that the City Council is authorized to file a written argument in favor of the Ordinance, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, and to make any revisions to the argument up to the deadline by which it must be filed with the City Clerk.

(b) Arguments in favor and against the measure shall be filed with the City Clerk no later than 5:00 p.m. on August 16, 2024, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

(c) Arguments shall not exceed three hundred (300) words and shall be signed by not more than five (5) persons.

(d) The City Council hereby appoints a subcommittee of the City Council, comprised of Vice Mayor Brooks and Councilmember Clarke , and authorizes said subcommittee to prepare and file the written argument in favor of the proposed measure, on behalf of the City Council, no later than August 16, 2024.

(e) Pursuant to California Elections Code Section 9285(b), the City Council is hereby adopting provisions for the filing of rebuttal arguments for this measure. Accordingly, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against it, and copies of the argument against it to the authors of the argument in favor. Rebuttal arguments shall not exceed 250 words and shall be filed no later than 5:00 p.m. on August 23, 2024, accompanied by the printed names and signatures of the persons submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

Section 7. Impartial Analysis. In accordance with California Elections Code Section 9280, the City Council directs the City Clerk to transmit a copy of this Measure to the City Attorney, who shall prepare an impartial analysis showing the effect of the measure on the existing law and the operation of the measure. The City Attorney's impartial analysis may not exceed 500 words and shall be filed with the City Clerk no later than 5:00 p.m. on August 16, 2024.

Section 8. Services of City Clerk. The City Clerk is hereby authorized and directed to take all steps necessary to place the measure on the ballot and to cause the ordinance or measure to be printed. A copy of the measure shall be made available to any voter upon request.

Section 9. Severance. Should any section, subsection, clause or provision of this resolution for any reason be held to be invalid, then the remainder of the resolution shall be deemed valid, it being expressly declared that this resolution, and each and every section, subsection, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified even if any other section, subsection, sentence, clause or phrase of this resolution were declared invalid.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 27th day of June, 2024, by the following vote:

AYES: CLARKE, MORGAN, BROOKS, BROWN
NOES: NONE
ABSENT: PEDERSEN
ABSTAIN: NONE

ATTEST: DocuSigned by:
Julia Gautho
4DF085A1462E43B
Julia Gautho, City Clerk

DocuSigned by:
Kristen Brown
8045E01903E9410
Kristen Brown, Mayor

This is to certify that the above and foregoing is a true and correct copy of Resolution No. 4285 passed and adopted by the Capitola City Council on the 27th day of June, 2024.

Julia Gautho
By: City Clerk / ~~Deputy~~

EXHIBIT A**ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY OF CAPITOLA AMENDING SECTIONS 3.10.050 AND 3.10.070 OF THE CAPITOLA MUNICIPAL CODE AND AMENDING SECTION 16 OF ORDINANCE 880 TO INCREASE THE TRANSACTION AND USE TAX TO 0.5% OF ONE CENT AND EXTENDING THE TERMINATION DATE OF THE TRANSACTIONS AND USE TAX THROUGH DECEMBER 31, 2034.

WHEREAS, on November 2, 2004, City of Capitola voters adopted Ordinance No. 880, imposing a one-quarter cent (0.25%) on the dollar transactions and use tax ("Sales Tax") for general purposes, which would expire, or sunset, on June 30, 2010; and

WHEREAS, on November 4, 2008, Capitola voters adopted Ordinance No. 935, which extended the sunset date of the Sales Tax to December 31, 2017; and

WHEREAS, on November 8, 2016, the Capitola voters adopted Ordinance No. 1008, which again extended the sunset date of the Sales Tax to December 31, 2027; and

WHEREAS, proceeds generated by the Sales Tax are deposited into the City's General Fund and support important City services such as police, fire, and paramedic services; 911 emergency response; emergency street repairs and maintenance; neighborhood park and recreation services; and

WHEREAS, the City's budget forecast indicates a fiscal shortfall due to the impending expiration of the Sales Tax, increased pension liabilities, and the steady erosion of retail sales tax when adjusted for inflation; and

WHEREAS, as a result of this budget forecast, on April 11, 2024, the City Council directed staff to prepare a ballot measure replacing the existing one-quarter of one cent (0.25%) Sales Tax with a one-half of one cent (0.50%) Sales Tax, and further extending authority to collect the Sales Tax for another 10 years; and

WHEREAS, the City's budget forecast anticipates budget shortfalls, which would impact the City's ability to perform its functions and maintain the quality of life in the City of Capitola; and

WHEREAS, additional funding will help maintain the City of Capitola's financial viability in coming years and improve the city's local infrastructure, including repairing, paving and maintaining city streets, and maintaining city beaches, including the new Wharf infrastructure and services related thereto; and

WHEREAS, Revenue and Taxation Code Section 7285.9 authorizes the City Council for the City of Capitola to levy, increase or extend a general transactions and use tax if the ordinance proposing the tax is approved by a two-thirds vote of all members of the City Council, and the tax is approved by a simple majority (50%+1) vote of the qualified voters of the City voting in an election on the issue; and

WHEREAS, the City desires to levy an additional one-quarter of one percent (0.25%) Sales Tax for general purposes for a total Sales Tax rate of one-half of one percent (0.50%) for an additional 10 years through December 31, 2034; and

WHEREAS, the amendments proposed by this Measure do not purport to amend the provisions of Capitola Municipal Code Chapter 3.11; and

WHEREAS, if the voters do not adopt the additional 0.25% tax rate, for a total of 0.50%, the City wishes to retain the current 0.25% tax rate, until its sunset date of December 31, 2027.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF CAPITOLA DO ORDAIN AS FOLLOWS:

Section 1. Findings

The People of the City of Capitola find that the above referenced recitals are true, correct, and material to the adoption of this Ordinance.

Section 2. Amend Section 3.10.050 – “Transactions tax rate” of the Capitola Municipal Code. Section 3.10.050 of the Capitola Municipal Code is amended as indicated below, with amended text shown in underlined text, and deleted text shown in ~~strikeout~~ text.

Section 3.10.050 Transactions tax rate.

For the privilege of selling tangible personal property at retail, a tax is imposed upon all retailers in the incorporated territory of the city at the rate of ~~one-quarter~~ one-half of one percent of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in the territory on and after the operative date of the ordinance codified in this chapter.

Section 3. Amend Section 3.10.070 – “Use tax rate” of the Capitola Municipal Code. Section 3.10.070 of the Capitola Municipal Code is amended as indicated below, with amended text shown in underlined text, and deleted text shown in ~~strikeout~~ text.

Section 3.10.070 Use tax rate.

An excise tax is imposed on the storage, use or other consumption in the city of tangible personal property purchased from any retailer on and after the operative date of the ordinance codified in this chapter for storage, use or other consumption in the territory at the rate of ~~one-quarter~~ one-half of one percent of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 4. Amendment of Ordinance 880 (uncodified). Section 16 of Ordinance 880, as amended by Ordinance Nos. 935 and 1008, is hereby amended to read as follows:

“Section 16. Termination Date. The authority to levy the tax imposed by this ordinance shall expire December 31, 2034.”

Section 5. Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance.

Section 6. Voter Approval.

This ordinance shall be submitted to the voters at an election to be held on November 5, 2024. Upon approval by a majority of the voters of the City voting on this ordinance, a Transactions and Use Tax shall be authorized.

Section 7. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 8. Effective Date.

This Ordinance shall take effect ten (10) days after the certification by the City Council of the election returns indicating passage of the Ordinance by a majority of voters casting votes in the election.

Section 9. Codification. Sections 2 and 3 of this ordinance shall be codified in the Capitola Municipal Code.

Section 10. CEQA. For purposes of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.), a "project" is defined in State CEQA Guidelines Section 15378 (a) as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment". The people of the Capitola hereby find that the proposed Ordinance will not result in any change in the environment and thus is not a project subject to the requirements of CEQA. Additionally, the proposed Ordinance involves the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment and thus the proposed Ordinance is not a project subject to the requirements of CEQA pursuant to CEQA Guidelines Section 15378 (b)(4). Further, even if the adoption of this Ordinance was deemed to be a project subject to CEQA, the people of the City of Capitola find the proposed Ordinance is exempt from CEQA under the common sense exemption set forth in Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment, and thus where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

APPROVED (or DENIED) by the following vote of the People of the City of Capitola on November __, 2024:

_____ YES _____ NO _____ TOTAL VOTES

RESULTS DECLARED by the City Council of the City of Capitola on _____, 2024.

SO ORDERED

ATTEST

Kristen Brown, Mayor

Julia Gautho, City Clerk

Dated: _____

Attachment D – Signature Statement

(Elections Code Section 9600)

All arguments and rebuttals concerning measures filed pursuant to Division 9 of the Elections Code shall be accompanied by the following statement to be signed by each author of the argument. Names and titles listed will be printed in the Voter’s Information Pamphlet in the order provided below and will appear as indicated below.

“The undersigned author(s) of the:

- Argument for
- Argument against
- Rebuttal to argument for
- Rebuttal to the argument against

ballot measure *(insert letter)* _____ at the Primary General Special

election for the _____
(jurisdiction – name of district)

to be held on _____ hereby state that such argument is true and
(Election date)

correct to the best of his/her/their knowledge and belief.”

Argument/Rebuttal Filed by: (check any of the following that apply)

This information will be provided on the County Clerk/Elections Website

Board of Supervisors or Governing Board
 Contact Person’s Printed Name: _____
 Contact Person’s Signature: _____
 Title: _____
 Phone: _____ E-Mail: _____

Bona Fide Association of Citizens or Filers of Special District Initiative
 Name of Association: _____
 Principal Officer’s Printed Name: _____
 Principal Officer’s Signature: _____
 Title: _____
 Phone: _____ E-Mail: _____

Attach list of officers if document relates to a school district measure

Individual voter who is eligible to vote on the measure
 Printed Name: _____
 Signature of Voter: _____
 Address Where You Live: _____
 Phone: _____ E-Mail: _____

Signature Statement – Page 2

Check one of the following and write-in the letter assigned to the measure:

- Argument for Measure _____
- Argument against Measure _____
- Rebuttal to argument for Measure _____
- Rebuttal to argument against Measure _____

The signatures of the following persons will be printed **as submitted** below following the argument or rebuttal.

Signature	<u>Print</u> Name as it will appear in the Voter Information Guide	<u>Print</u> Title and Name of Organization (if applicable) as it will appear in the Voter Information Guide	Are you signing on behalf of an Organization? YES or NO*	Date

*If the argument or rebuttal is being submitted on behalf of an organization, at least one of its principal officers must sign.

Attachment E – Authorization for Another Person/s to Sign Rebuttal Argument

I, _____ authorize the following person(s) to sign
(print name of **FILER** of the argument)

the rebuttal to the argument

for

against

Measure _____ for the _____ election.
(Letter) (election date)

The filer may authorize any other person or persons to sign the rebuttal argument.

1. _____ to sign instead of _____.
(print name of rebuttal signer) (print name of argument signer)

2. _____ to sign instead of _____.
(print name of rebuttal signer) (print name of argument signer)

3. _____ to sign instead of _____.
(print name of rebuttal signer) (print name of argument signer)

4. _____ to sign instead of _____.
(print name of rebuttal signer) (print name of argument signer)

5. _____ to sign instead of _____.
(print name of rebuttal signer) (print name of argument signer)

Signature of **Filer**: _____ Date: _____

Attach this form to the 2-page "Signature Statement" submitted with the rebuttal argument.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ADOPTING THE ARGUMENT IN FAVOR OF THE CITY’S TRANSACTIONS AND USE TAX MEASURE PLACED ON THE BALLOT BY RESOLUTION 4385, RELEASING THE RIGHT TO DRAFT THE REBUTTAL ARGUMENT IN FAVOR OF THE CITY’S TRANSACTIONS AND USE TAX MEASURE TO IDENTIFIED INDIVIDUALS AND AMENDING SECTION 6 OF RESOLUTION 4385 REGARDING THE DEADLINE FOR SUBMISSION OF ARGUMENTS FOR AND AGAINST THE CITY’S TRANSACTIONS AND USE TAX MEASURE

WHEREAS, on June 27, 2024, the City Council of the City of Capitola adopted Resolution No. 4384 calling a municipal election in the City and requesting the County of Santa Cruz Department of Elections conduct the election and consolidate Capitola’s municipal election with the general statewide election to be held on November 5, 2024; and

WHEREAS, on June 27, 2024, the City Council also adopted Resolution No. 4385, calling for an election and submitting to the qualified voters of the City of Capitola a ballot measure to increase and extend the City’s existing Transactions and Use Tax (“Tax Measure”) pursuant to its right to levy, increase, or extend a general Transactions and Use Tax under Revenue and Tax Code section 7285.9; and

WHEREAS, the Tax Measure would increase the City’s existing Transactions and Use Tax to 0.50% and would further extend the City’s authority to collect the Tax for another 10 years; and

WHEREAS, also by Resolution 4385, the City Council adopted provisions governing the preparation and filing of arguments in favor and against the Tax Measure, identifying a subcommittee of Vice Mayor Brooks and Councilmember Clarke to prepare and file the written argument in favor of the Tax Measure; and

WHEREAS, also on June 27, 2024 City Council meeting, the City Council decided that it wished, pursuant to Elections Code section 9282, to file the written argument in favor of the Tax Measure, and appointed an ad hoc subcommittee of Vice Mayor Brooks and Councilmember Clarke to draft the argument, requesting that the subcommittee return to the Council with a draft of the argument at a future meeting; and

WHEREAS, Resolution 4385 also established August 16, 2024 at 5:00 p.m. as the deadline for the authors to submit arguments for and against the Tax Measure and August 23, 2024 at 5:00 p.m. as the deadline for the author in favor to submit a rebuttal argument; and

WHEREAS, subsequent to the City’s adoption of Resolution 4385, the County of Santa Cruz Department of Elections changed the deadline for cities to submit arguments for or against local measures from August 16, 2024 to August 13, 2024 at 5:00 p.m. and the deadline to submit the rebuttal argument from August 23, 2024 to August 20, 2024 at 5:00 p.m.; and

WHEREAS, pursuant to Elections Code section 9285, the City Council now wishes to authorize in writing other persons to prepare, submit, and sign the rebuttal argument in favor of the Tax Measure; and

WHEREAS, the City Council also wishes to amend the deadline for submitting arguments in favor and against the Tax Measure for consistency with the County’s requirements.

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

Section 1. Compliance with CEQA. The City Council finds and determines that this activity is not a "Project" as defined under Section 15378(b)(4) of the California Environmental Quality Act (CEQA) Guidelines because it is a financing decision without commitment to a specific project that may result in a potentially significant physical impact on the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the actions proposed are not subject to CEQA.

Section 2. Adoption of Ballot Argument in Favor of Tax Measure. The City Council hereby adopts the argument in favor of the Tax Measure attached hereto as Exhibit A.

Section 3. Written Authorization to Release Preparation, Submittal and Signature of Rebuttal Argument. Pursuant to California Elections Code Section 9285, if an argument against the Tax Measure is received, the City Council hereby authorizes the following individuals to prepare, submit or sign any rebuttal argument in favor of the Tax Measure placed on the November 5, 2024 ballot by City Council Resolution No. 4385: _____.

Section 4. Authority of Individuals Identified in Section 3. When the City Clerk has selected the arguments for and against the Tax Measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against it, and copies of the argument against it to the individuals identified in Section 3. Consistent with the provisions of Resolution No. 4385, as amended by Section 5 below, any rebuttal argument shall not exceed 250 words and shall be filed no later than August 20, 2024, accompanied by the printed names and signatures of the person(s) submitting it, or if submitted on behalf of an organization, the name of the organization and the printed name and signature of at least one of its principal officers.

Section 5. Services of the City Clerk. The City Council hereby authorizes the City Clerk to take all steps necessary to release the rebuttal argument to the individuals identified in Section 3.

Section 6. Amendment of Resolution 4385 Section 6 of Resolution 4385 shall be amended as indicated below. Deletions are shown in ~~striketrough~~ and additions are shown in underline.

Section 6. Submission of Ballot Arguments.

(a) In accordance with California Elections Code §9282, the City Council orders that the City Council is authorized to file a written argument in favor of the Ordinance, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, and to make any revisions to the argument up to the deadline by which it must be filed with the City Clerk.

(b) Arguments in favor and against the measure shall be filed with the City Clerk no later than 5:00 p.m. on ~~August 16, 2024~~ August 13, 2024, signed, with the printed

name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument.

(c) Arguments shall not exceed three hundred (300) words and shall be signed by not more than five (5) persons.

(d) The City Council hereby appoints a subcommittee of the City Council, comprised of Vice Mayor Brooks and Councilmember Clarke, and authorizes said subcommittee to prepare and file the written argument in favor of the proposed measure, on behalf of the City Council, no later than ~~August 16, 2024~~ August 13, 2024, .

(e) Pursuant to California Elections Code Section 9285(b), the City Council is hereby adopting provisions for the filing of rebuttal arguments for this measure. Accordingly, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against it, and copies of the argument against it to the authors of the argument in favor. Rebuttal arguments shall not exceed 250 words and shall be filed no later than 5:00 p.m. on ~~August 23, 2024~~ August 20, 2024, accompanied by the printed names and signatures of the persons submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument that it seeks to rebut.

Section 7. Severance. Should any section, subsection, clause or provision of this resolution for any reason be held to be invalid, then the remainder of the resolution shall be deemed valid, it being expressly declared that this resolution, and each and every section, subsection, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified even if any other section, subsection, sentence, clause or phrase of this resolution were declared invalid.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 25th day of July, 2024, by the following vote:

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

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

In 2016, Capitola voters overwhelmingly approved Measure F — a 10-year 0.25% sales tax to revitalize our ocean-front infrastructure, including the flume, jetty, and iconic Capitola wharf. We're pleased to report that through careful planning these projects, including the impressive \$11 million renovation of the wharf, have been completed ahead of schedule.

Now, the City proposes an early repeal of Measure F, to be replaced by a new 0.5% sales tax initiative to secure Capitola's financial future. This new measure addresses financial challenges due to inflation and the expiration of Measure F in 2027. With this step, the City can avoid a likely deficit in the next few years.

The proposed 0.5% sales tax will help Capitola sustain vital services. Services such as providing for our police and workforce, enhancing public safety and maintaining our beautiful parks, beaches and wharf, and improving our streets, infrastructure, and recreation programs. This measure is also crucial for securing nearly \$8 million in federal funding to stabilize Cliff Drive against coastal erosion.

After careful consideration, the City Council determined that a sales tax is the fairest way to address our budget challenges. Both visitors and residents contribute to our local economy, sharing the responsibility of maintaining our community's well-being. Importantly, City Staff estimates that less than one-third of Capitola's sales tax revenue is paid by residents; the vast majority is paid by visitors.

Even with this new measure, Capitola will maintain the lowest tax rate in the County, staying 0.5% below other cities' rates. Capitola is a special community that we cherish. Let's ensure it remains vibrant and sustainable for future generations.

Vote YES on Measure_ to Protect Capitola's Future.

To learn more visit [_Measure_.com](#)

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: Finance Department

Subject: Ordinance Amending Capitola Municipal Code Section 2.04.275



Recommended Action: Introduce, by title only, waiving further reading of the text, an ordinance amending Capitola Municipal Code Section 2.04.274 to adjust Council Member compensation to provide an adjusted salary of \$950.00 per month for members of the City Council, to be effective upon the start of new terms of office following the November 2024 General Municipal Election; as recommended by the Capitola Finance Advisory Committee.

Background: California Government Code Section 36516 allows the City Council to increase its compensation by an amount equal to 5 percent for each calendar year from the operative date of the last adjustment, provided that the City Council approves the increase by Ordinance and the increase does not go into effect until after the next General Municipal Election when new terms of office begin. For purposes of Government Code Section 36516, the operative date of the last salary adjustment was December 2022.

City Council Member salaries were initially established at \$75 per month by Ordinance No. 283, adopted on February 14, 1966. Salaries were subsequently increased by the following ordinances:

Year	Ordinance No.	Salary
1977	418	\$150
1991	716	\$300
2006	901	\$500
2019	1032	\$600
2022	1054	\$660

Ordinance No. 901 also added section 2.04.275 to the Capitola Municipal Code, which allowed City Council salaries to be payable in the same manner as employees. On September 12, 2019, the City Council adopted Ordinance No. 1032 adjusting salaries to \$600 per month and requested that the Finance Advisory Committee review City Council compensation each election year.

Discussion: On June 29, 2023, Governor Newsom signed into law Senate Bill 329 (SB 329) which increases the maximum amount of salary that council members may receive. This legislation was intended to increase the compensation schedule for council members in general law cities, which have not kept pace with inflation. SB 329 allows cities to increase the compensation to adjust for inflation in order to help keep city councils more diverse by allowing people from across different income levels to serve the public and support their families.

Currently, Government Code section 36516 authorizes a city council to enact an ordinance to provide each member of the city council a salary, with a maximum limit based upon the population

of the city in accordance with a specific schedule. Any increases in salary are also limited and cannot exceed 5% for each calendar year from the operative date of the last adjustment of the salary which is in effect when the increase is enacted.

SB 329 amended Government Code section 36516 to increase the maximum amount of salaries identified in the schedule. In cities with up to 35,000 in population, the maximum salary for each council member has been increased from \$300 per month, which was established in 1984, to \$950 per month. SB 329 also authorizes the salary of council members to be increased beyond the specified maximum to an amount not exceeding the greater of **either** 5% for each calendar year from the operative date of the last adjustment of the salary **or** an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index (Not to exceed 10% per calendar year).

No ordinance can be enacted or amended to provide automatic future increases in salary and the electors can consider the question of whether city council members should receive a salary and the amount of the salary may be submitted to the electors. Any retirement, health and welfare, federal social security benefits, or reimbursement for actual and necessary expenses are not included for purposes of determining salary under Govt. Code 36516.

SB 329 requires that an ordinance to increase council member compensation be considered in an open session with at least two regular meetings. The ordinance must include findings demonstrating the need for increased compensation and there must be at least seven days between the introduction and adoption of the ordinance.

SB 329 went into effect on January 1, 2024. However, it is important to note that pursuant to Government Code section 36516.5, any increase to city council salaries may take effect only when at least one member of the council commences a new term.

At the Finance Advisory Committee (FAC) meeting on May 21st, the FAC discussed City Council compensation. That discussion included a review of the compensation history listed above in comparison to inflation, as well as reviewing the requirements of serving on the City Council.

Following the discussion, the FAC unanimously approved recommending an increase to Council Member compensation to \$950.00 per month. Additionally, the FAC recommended Council Member compensation continue to be reviewed by the FAC as part of the budget review process each year, with potential adjustments every two years to consider more frequent cost of living adjustments. FAC members Mayor Kristen Brown and Vice Mayor Yvette Brooks abstained from voting on the recommendation.

Fiscal Impact: Increasing Council Member salaries to \$950 per month will have a fiscal impact of approximately \$18,000 annually. The impact in FY 2024-25 would be approximately half of the annual impact and can be accommodated within the Adopted FY 2024-25 Budget.

Report Prepared By: Jim Malberg, Finance Director

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

Approved By: Jamie Goldstein, City Manager

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AMENDING CAPITOLA MUNICIPAL CODE SECTION 2.04.275 AND APPROVING AN ADJUSTED SALARY OF \$950 PER MONTH FOR MEMBERS OF THE CITY COUNCIL UPON THE START OF NEW TERMS OF OFFICE FOLLOWING THE NOVEMBER 2024 GENERAL MUNICIPAL ELECTION

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS FOLLOWS:

Section 1. FINDINGS

A. The City Council initially established City Council Member at \$75 per month by Ordinance No. 283 adopted February 14, 1966. City Council Member salaries were subsequently increased to \$150 per month by adoption of Ordinance No. 418 on July 11, 1977, increased to \$300 per month by Ordinance No. 716 adopted July 11, 1991, increased to \$500 per month by adoption of Ordinance No. 901 on March 23, 2006, \$600 per month by the adoption of Ordinance No. 1032, and \$660 per month by Ordinance 1054 in Sept. 2019. Each increase was in conformance with Government Code Section 36516, subdivision (c), which permits the City Council to increase its compensation by an amount equal to 5 percent for each calendar year from the operative date of the last adjustment, provided that the City Council approve the increase by Ordinance and the increase does not go into effect until after the next general municipal election when new terms begin.

B. For purposes of Government Code Section 36516, the operative date of the last adjustment of salary was December 2022.

C. California Senate Bill 329 became effective January 1, 2024, allowing City Council compensation in cities up to and including 35,000 in population a maximum of \$950.00 per month.

Section 2. Capitola Municipal Code Section 2.04.275 is hereby amended to read as follows:

2.04.275 City Council Member Salary

Pursuant to California Government Code Section 36516, commencing December 2024 the salary for City Council Members shall be nine hundred fifty dollars (\$950.00) per month and may be adjusted in accordance with state law. Such salary shall be payable in the same manner as salaries are paid to other officers and employees of the City.

Section 3. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The City Council hereby finds that the action to adopt this ordinance will not result in any change in the environment and thus is not a project subject to the requirements of CEQA.

Section 4. SEVERABILITY.

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

Section 5. EFFECTIVE DATE.

This ordinance shall be in full force and take effect thirty days after passage by the City Council. Increases in compensation shall take effect upon commencement of a new term of office by any City Councilmember.

This ordinance was introduced on the 25th day of July 2024, and was passed and adopted by the City Council of the City of Capitola on the ___ day of ____ 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: July 25, 2024

From: City Manager Department

Subject: City Council Appointments to City Advisory Bodies



Recommended Action: Appoint members of the public and a youth ex-officio member to the City of Capitola Historical Museum Board and appoint a youth ex-officio member to the Finance Advisory Committee.

Background: The Capitola Historical Museum Board (Board) promotes, through the establishment and maintenance of a museum and allied projects, a program that brings a better understanding and appreciation by the community of Capitola's history, architecture, culture, technology, and creative and natural environments. The Board was created in 1992 through the adoption of Ordinance No. 735, and is comprised of seven members, each serving three-year terms.

The Finance Advisory Committee (FAC) advises the City Council on financial matters pertaining to the governing of the City, as well as on the use of fiscal resources. The FAC is comprised of seven members, appointed by individual Council Members on the basis of their knowledge, experience, and qualifications in financial management and related areas. The FAC was created in 2000 through the adoption of Resolution No. 3063.

Discussion: In accordance with Government Code Section 54974, recruitment was conducted to fill three scheduled vacancies on the Museum Board for terms expiring on June 30, 2024. The notice of vacancy was posted at City Hall, in a local newspaper, on the City website, and advertised through social media. Applications for appointment on any City advisory body are accepted year-round and remain valid for a one-year period.

Attached are the applications for appointment received on or before the printing of this agenda packet. The Board met in June 2023, and reviewed applications received by the City Clerk's office. The Board recommends the reappointment of Brian Legakis, Roger Wyant, and the appointment of Antonia Alldredge for the three vacancies, and Youth Member Juliette Thompson.

On June 27, 2024, the City Council appointed two business representatives to the FAC. The FAC also has an application on file for a Youth Member, James Joyce.

Fiscal Impact: None.

Attachments:

1. Applications

Report Prepared By: Julia Gautho, City Clerk

Reviewed By: Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager



Boards and Commissions Application

Thank you for your interest in serving on a City of Capitola Advisory Group. Please fill out the following form with your information. Appointments are made at a public City Council meeting.

Application For:

Application For:

- Art and Cultural Commission - Artist
- Art and Cultural Commission - Arts Professional
- Art and Cultural Commission - At Large
- Commission on the Environment
- Finance Advisory Committee - At Large
- Finance Advisory Committee - Business Representative
- Historical Museum Board
- Planning Commission
- Other:

Applicant Information

First Name *

Antonia (Toni)

Last Name *

Alldredge

Email *

[REDACTED]

Current Address *

Street Address

[REDACTED]

Address Line 2

City

[REDACTED]

State / Province / Region

CA

Postal / Zip Code

[REDACTED]

Country

USA

Telephone (Home)

[REDACTED]

Telephone (Mobile) *

[REDACTED]

Are you a Capitola resident? *

No

Residential Neighborhood:

Yes.

Are you applying as a Youth Member to an Advisory Group? *

No

Youth Members are encouraged to participate with City Boards, Committees, and Commissions.

Qualifications

Occupation:

Senior HR Specialist, Santa Cruz COE (Retired)

Please describe your qualifications and interest in serving on this Board/Commission/Committee: *

Interest:

I am interested in serving on the Capitola Historical Board to help in the preservation of Capitola's history and to assist, when needed. I currently live in Soquel; however, our family owned a mobile home in Surf and Sand Mobile Home Park in Capitola for fifty plus years. Our children spent their summers in the village and participated in Capitola's Junior Lifeguards. I've had the opportunity to watch Capitola transform over the years. I have a personal connection to Capitola. It would be an honor to serve on the Board.

Qualifications:

While employed at the Santa Cruz COE, I served on their Personnel Commission (a board, authorized by the state, responsible for some personnel issues affecting classified employees). In 2012 to 2014 and currently, I am serving on the Soquel Historical Cemetery Committee. I have also been researching the history of our historical Soquel home which was built in the last 1800s.

Thank you for your consideration and please let me know if you need any additional information.

Additional Attachments

Acknowledgement Required *

Please note that appointment to this position may require you to file a conflict of interest disclosure statement or complete additional trainings with the City Clerk. This information is a public record and these statements are available to the public on request.

Acknowledged

Signature *

All information contained in this page is public data and will be made available for public review upon request. Qualifications and interests of applicants will be provided to the City Council in a public forum and will be reviewed before appointments are made. Questions regarding this application and appointment process should be directed to the Capitola City Clerk.

Antonia Alldredge



Boards and Commissions Application

Thank you for your interest in serving on a City of Capitola Advisory Group. Please fill out the following form with your information. Appointments are made at a public City Council meeting.

Application For:

Application For:

- Art and Cultural Commission - Artist
- Art and Cultural Commission - Arts Professional
- Art and Cultural Commission - At Large
- Commission on the Environment
- Finance Advisory Committee - At Large
- Finance Advisory Committee - Business Representative
- Historical Museum Board
- Planning Commission
- Other:

Applicant Information

First Name *

Juliette

Last Name *

Thompson

Email *

[REDACTED]

Current Address *

Street Address

[REDACTED]

Address Line 2

City

[REDACTED]

State / Province / Region

California

Postal / Zip Code

[REDACTED]

Country

United States

Telephone (Home)

Telephone (Mobile) *

[REDACTED]

Are you a Capitola resident? *

No

Residential Neighborhood:

Rio Del Mar

Are you applying as a Youth Member to an Advisory Group? *

Yes

Youth Members are encouraged to participate with City Boards, Committees, and Commissions.

Qualifications

Occupation:

Sales clerk

Please describe your qualifications and interest in serving on this Board/Commission/Committee: *

I have been involved with the museum for the last two years and have enjoyed being able to grow in my knowledge about Capitola and its history. It has provided me with many opportunities to connect with my community and share my passion for history with others through various events. Additionally, being on the museum board has given me experience that will be invaluable in my journey into the archaeological field, which I hope to study at university in the future.

Additional Attachments

Acknowledgement Required *

Please note that appointment to this position may require you to file a conflict of interest disclosure statement or complete additional trainings with the City Clerk. This information is a public record and these statements are available to the public on request.

Acknowledged

Signature *

All information contained in this page is public data and will be made available for public review upon request. Qualifications and interests of applicants will be provided to the City Council in a public forum and will be reviewed before appointments are made. Questions regarding this application and appointment process should be directed to the Capitola City Clerk.





Boards and Commissions Application

Thank you for your interest in serving on a City of Capitola Advisory Group. Please fill out the following form with your information. Appointments are made at a public City Council meeting.

Application For:

Application For:

- Art and Cultural Commission - Artist
- Art and Cultural Commission - Arts Professional
- Art and Cultural Commission - At Large
- Commission on the Environment
- Finance Advisory Committee - At Large
- Finance Advisory Committee - Business Representative
- Historical Museum Board
- Planning Commission
- Other:

Applicant Information

First Name *

Roger

Last Name *

Wyant

Email *

[REDACTED]

Current Address *

Street Address

[REDACTED]

Address Line 2

City

[REDACTED]

State / Province / Region

Ca

Postal / Zip Code

[REDACTED]

Country

USA

Telephone (Home)

Telephone (Mobile) *

[REDACTED]

Are you a Capitola resident? *

Yes

Residential Neighborhood:

Capitola Heights

Are you applying as a Youth Member to an Advisory Group? *

No

Youth Members are encouraged to participate with City Boards, Committees, and Commissions.

Qualifications

Occupation:

Agriculture

Please describe your qualifications and interest in serving on this Board/Commission/Committee: *

I have served one year on the board, I would like to begin a new term..

Additional Attachments

Acknowledgement Required *

Please note that appointment to this position may require you to file a conflict of interest disclosure statement or complete additional trainings with the City Clerk. This information is a public record and these statements are available to the public on request.

Acknowledged

Signature *

All information contained in this page is public data and will be made available for public review upon request. Qualifications and interests of applicants will be provided to the City Council in a public forum and will be reviewed before appointments are made. Questions regarding this application and appointment process should be directed to the Capitola City Clerk.



Roger Wyant



COVER SHEET CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION (for filing in City Clerk's Office)

Citizens are encouraged to serve on the various City Boards, Committees, and Commissions. Appointments are made at a public City Council meeting.

Application for:

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

Name: Legakis Brian
Last First

Telephone: [Redacted] [Redacted] [Redacted]
Home Business Cell

E-mail Address: [Redacted]

Physical Address of Residence: [Redacted]

Mailing Address: Same

Are you a resident of the City of Capitola? Yes No



CITY of CAPITOLA BOARDS AND COMMISSIONS APPLICATION

Application for:

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

Name: Legakis Brian
Last First

Residential Neighborhood: Aptos

Occupation: Retired College Professor

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

I have served a total of five years on the Historical Museum Board and wish to continue to serve the board, the Governor, and the Museum. The museum is well cared for and I consider it an honor to provide my experiences with museums over a 50 year span.

(Use additional paper, if necessary)

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

May 1, 2024
Date

Brian Legakis
Signature of Applicant

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

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



Boards and Commissions Application

Thank you for your interest in serving on a City of Capitola Advisory Group. Please fill out the following form with your information. Appointments are made at a public City Council meeting.

Application For:

Application For:

- Art and Cultural Commission - Artist
- Art and Cultural Commission - Arts Professional
- Art and Cultural Commission - At Large
- Commission on the Environment
- Finance Advisory Committee - At Large
- Finance Advisory Committee - Business Representative
- Historical Museum Board
- Planning Commission
- Other:

Applicant Information

First Name *

James

Last Name *

Joyce

Email *

[REDACTED]

Current Address *

Street Address

[REDACTED]

Address Line 2

City

[REDACTED]

State / Province / Region

CA

Postal / Zip Code

[REDACTED]

Country

United States

Telephone (Home)

Telephone (Mobile) *

[REDACTED]

Are you a Capitola resident? *

No

Residential Neighborhood:

Live oak

Are you applying as a Youth Member to an Advisory Group? *

Yes

Youth Members are encouraged to participate with City Boards, Committees, and Commissions.

Qualifications

Occupation:

Student/Intern

Please describe your qualifications and interest in serving on this Board/Commission/Committee: *

As a former member of the City of Capitola recreation team, junior guard, and a new intern with the City of Capitola finance department, I am interested in serving on this board because I can help support the committee with a youth voice and make sure a portion of the funds is directed towards teens and kids in the City of Capitola.

Additional Attachments

Acknowledgement Required *

Please note that appointment to this position may require you to file a conflict of interest disclosure statement or complete additional trainings with the City Clerk. This information is a public record and these statements are available to the public on request.

Acknowledged

Signature *

All information contained in this page is public data and will be made available for public review upon request. Qualifications and interests of applicants will be provided to the City Council in a public forum and will be reviewed before appointments are made. Questions regarding this application and appointment process should be directed to the Capitola City Clerk.

