

# City of Capitola

## City Council Meeting Agenda

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



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

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

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

*All correspondence received prior to 5:00 p.m. on the Wednesday preceding a Council Meeting will be distributed to Councilmembers to review prior to the meeting. Information submitted after 5 p.m. on that Wednesday may not have time to reach Councilmembers, nor be read by them prior to consideration of an item.*

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

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

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

#### 3. Presentations

*Presentations are limited to eight minutes.*

A. Unmanned Aerial Vehicle Presentation

#### 4. Additional Materials

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

A. Correspondence Received - Item 8B

B. Correspondence Received - Item 7G

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

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

#### 6. Staff / City Council Comments

*Comments are limited to three minutes.*

#### 7. Consent Items

*All items listed as “Consent Items” will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Council votes on the action unless*

*members of the City Council request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Government. Note that all Ordinances which appear on the public agenda shall be determined to have been read by title and further reading waived.*

**A.** City Council Meeting Minutes

Recommended Action: Approve minutes from the regular meeting on September 28, 2023.

**B.** City Check Registers

Recommended Action: Approve City check registers dated September 1, 2023 and September 15, 2023.

**C.** Tobacco Waste

Recommended Action: Adopt a resolution recognizing tobacco waste as a public health and environmental threat.

**D.** Donations Report

Recommended Action: Receive the FY 2022-23 Annual Donations and Contributions Report.

**E.** Master Agreement for State-Funded Transportation Projects

Recommended Action: Adopt a resolution authorizing the City Manager to execute Agreement No. 05-5304S21 with the California Department of Transportation to continue to receive State funds for transportation related projects and authorizing the Public Works Director to execute all program supplement agreements as required by Agreement No. 05-5304S21.

**F.** Body-Worn Cameras and Tasers

Recommended Action: Authorize the City Manager to execute a 5-year agreement with AXON in an amount not to exceed \$336,500 to purchase body-worn cameras and tasers; and authorize the surplus of current inventory of tasers and body cameras.

**G.** Travel Reimbursement for City Councilmembers

Recommended Action: Accept report on attendance at the 2023 League of California Cities Annual Conference from Alexander Pedersen, in accordance with Government Code Section 53232.3.

## **8. General Government / Public Hearings**

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

**A.** Cliff Drive Resiliency Project

Recommended Action: Authorize the City Manager to execute a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for professional planning, permitting, and design services for the Cliff Drive Resiliency Project in the amount of \$1,193,700 in substantially similar form, as approved by the City Attorney, as the attached agreement; and adopt a resolution amending the FY 2023-24 Budget to accept and appropriate grant funding from the California Coastal Commission and Federal Highway Administration.

**B.** Housing Element Update

Recommended Action: Accept presentation and direct staff to incorporate Planning Commission and the California Department of Housing and Community Development recommendations into the Draft Housing Element update in preparation for adoption hearings.

## **9. Adjournment** - Adjourn to a regular City Council meeting on October 26, 2023 at 6:00 p.m.

### Notice of In-Person & Remote Access

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

**Other ways to Watch:**

Spectrum Cable Television channel 8

City of Capitola, California YouTube Channel

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

Meeting

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

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

Meeting ID: **833 2817 3113**

Meeting Passcode: **678550**

**To make a remote public comment:**

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

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

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

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

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

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

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

**Gautho, Julia**

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**From:** John Mulry <john@capitolayimby.org>  
**Sent:** Friday, October 6, 2023 10:23 PM  
**To:** PLANNING COMMISSION; City Council; Herlihy, Katie (kherlihy@ci.capitola.ca.us)  
**Subject:** Housing Element Special Meeting

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Hey y'all

The current HE revision is not going to pass. Change parking minimums from 'required' to 'recommended' on some of the AFFH parcels would solve a lot of problems. At least halve them.

The mall rezone is still a mess. That property being shopped around means having a realistic plan there is essential. It's on our main transit stop which in the Reimagine Metro Plan is set to be a High Quality Stop again soon. Here we also suggest reducing parking minimums makes the project viable and goes a long way with HCD.

The YIMBY folks go overboard but much of their advice has merit in incremental doses. Let's not need 3 tries like the openly anti housing jurisdictions.

Capitola YIMBY has ceased operations. This is goodbye.

Good luck  
John Mulry  
Creative Strategist  
Capitola YIMBY

**Gautho, Julia**

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**From:** Santa Cruz YIMBY <santacruzylimby@gmail.com>  
**Sent:** Wednesday, October 11, 2023 12:21 PM  
**To:** City Council  
**Cc:** hello@santacruzylimby.org; Herlihy, Katie (kherlihy@ci.capitola.ca.us)  
**Subject:** [PDF] Santa Cruz YIMBY input to Agenda 8.B on Oct 12, 2023 meeting  
**Attachments:** Santa Cruz YIMBY Input on Capitola Housing Element - Item 8.B Oct 12.pdf

Hello Mayor, Vice-Mayor and Councilmembers,

Please find attached our input on **Item 8.B, Citywide Housing Element Update** on your October 12th meeting agenda.

Thank you,

Diana Alfaro  
Elizabeth Madrigal  
Janine Roeth  
Ryan Meckel  
Rafa Sonnenfeld  
leads, Santa Cruz YIMBY



To: Capitola City Council

Date: October 11, 2023

Subject: **Agenda Item 8.B Citywide Housing Element Update**

Santa Cruz YIMBY advocates for abundant housing at all levels of affordability to meet the needs of a growing population in Santa Cruz County. We support sustainable growth, including along transportation corridors and activity centers and a commitment to lower Vehicle Miles Traveled by housing people near services and jobs.

The Housing Element is an opportunity for Capitola to address the housing crisis on its own terms. We want Capitola to have a compliant Housing Element that meets the 6th cycle RHNA, but more importantly, we want commitments to policies and programs that result in more affordable housing throughout the city.

Santa Cruz YIMBY provided detailed comments on the Housing Element drafts and had conversations with both Capitola's Community Development office and California Housing and Community Development (HCD). Our past comments are posted on our [Housing Element webpage](#). **There remain some critical changes to Capitola's Housing Element in response to HCD's letter.**

**Identify and address constraints on housing development, especially affordable housing.**

**Add to Program 1.4 a commitment to analyze the zoning and development standards in the Incentives for Community Benefits Ordinance, using the Mall land use study to modify the incentives.**

- *HCD's comment: "Other Locally Adopted Ordinances – Incentives for Community Benefit: While the element provides some general information on the City's Incentives for Community Benefit Ordinance, it should analyze the Ordinance's impact on housing supply and affordability."*
- In Program 1.4, Capitola expands the application of Incentives for Community Benefit to more sites in the Sites Inventory. It has not incentivized any development where it already applies.
- The expected land use study for Capitola Mall can inform how to change the incentives in this ordinance and more broadly affect other mixed-use sites on the inventory.

**Expand Program 2.8 to analyze the zoning and development standards as constraints which affect economic feasibility of affordable housing development.**

- *HCD comment: "Upon a complete analysis of potential governmental constraints, the City may need to revise or add programs and address and remove or mitigate any identified constraints."*
- In 2021, after rezoning, Capitola completed an Affordable Housing Fee Feasibility Assessment which concluded that with current conditions, NO rental development pencils out: "Even without any inclusionary requirements or in-lieu/impact fee obligations, rental development appears to fall somewhat short of industry-standard return thresholds."
- Capitola must look at these zoning and development standards as they affect affordable housing development. Capitola plans for 50% of units on nearly every parcel in the Site Inventory to be affordable for very-low or low income households to meet their RHNA.

**Capitola can decrease processing time and costs for projects using Objective Standards**

**Add the use of Objective Standards in Incentives for Community Benefit Ordinance to Program 1.4**

- *HCD comment: "...the element should describe the process which applicants must go through to qualify for these incentives, including any discretionary hearings or standards that might apply. Upon this analysis, the element may need to add or modify a program, as appropriate."*
- The Incentives for Community Benefits Ordinance requires discretionary review by the Planning Commission and the City Council. We urge you to update the Ordinance to rely on Objective Standards for mixed-use residential developments. This will remove uncertainty and reduce project time and costs.

**Ensure use of Objective Standards in any new overlay zones, including the Program 1.8 Religious Facility Housing**

- The Housing Element includes development of housing on congregational sites, especially in the low-density eastern section of Capitola. We urge you to rely on Objective Standards for multifamily and mixed-use residential developments to remove uncertainty and reduce project time and costs.

## Capitola Mall

### **Provide more information to demonstrate the realistic development potential of the Capitola Mall.**

- *HCD Comment: "While the element provides information regarding the current uses on the Capitola Mall site, it must still describe the extent to which existing uses may continue to constitute an impediment to residential development....For example, the element could address existing lease agreements, easements or property conditions that may preclude residential development, whether uses will discontinue or how uses will continue through redevelopment, replacement parking and site planning consideration, potential phasing of the project, development on non-commercial portions of the site, and other factors that support the site's redevelopment during the planning period."*
- The Housing Element does not (yet) include the likelihood of development during the 6th cycle, including feasibility, which uses will remain and timing. It focuses a lot on the history and past planning, but not on the current discussions, especially regarding affordability.
- The Capitola Mall parcels highlighted on the site inventory include all smaller commercial stores and interior of the mall which are integral to Mall operation. Capitola has not provided an "analysis that demonstrates the extent to which existing uses constitute an impediment to residential development."

### **Add commitments to to Program 1.7 to facilitate and monitor the Mall project**

- *HCD comment: "Additionally, given the reliance on the Capitola Mall site to meet the RHNA, the element should include a program that commits to facilitating development and monitoring approvals of the projects (e.g., coordination with applicants to approve entitlements, supporting funding applications, expanding approvals, and monitoring of project progress, including rezoning or identification of additional sites, if necessary)."*
- Program 1.7 currently focuses on the land use study and updates to the zoning code based on its findings. HCD offers language that can be an added objective to Program 1.7 to facilitate development and monitor approvals and progress of the Mall.
- The projected affordability of 50% low income is unrealistic and note that if the project misses this affordable target, Capitola has a daunting task to identify other sites under the No Net Loss law.



## Capitola must strengthen the commitment to transit-oriented development

### Replace the reactive language of Program 1.1 with a stronger, proactive program to pursue the Capitola Mall as a planned high-quality transit stop.

- Despite being home to the Capitola Mall Transit Center, Capitola lacks any current or planned high quality transit stops. In the 2040 MTP/SCS the Capitola Mall was identified as such a site, however, it was subsequently removed in the 2045 MTP/SCS.
- The Site Inventory plans for housing along transit corridors such as 41st Ave and Capitola Rd. A high-quality transit stop at the Capitola Mall can help Capitola/affordable housing developers in securing additional funding, e.g. through grant programs that focus on transit-oriented development or reduction of green-house gasses.
- **Replace the reactive language in Program 1.1 with:** “Capitola will work with AMBAG in the 2050 MTP/SCS (scheduled for June 2026) to designate the Capitola Mall as a planned high quality major transit stop.”
- This designation would incentivize more sustainable, affordable, and equitable development in an area identified for large amounts of new housing in the 6th RHNA cycle.

### Develop local implementation ordinances for additional transit-oriented development state laws.

- As one example, AB 2011 incentivizes affordable housing development on commercial properties. The City should include a program to develop a local implementation ordinance to incentivize the affordable housing on sites along the transit corridors that make up much of the City’s site inventory.

**Gautho, Julia**

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**From:** Western States News Service <westernstatesnewsservice@gmail.com>  
**Sent:** Thursday, October 12, 2023 4:29 PM  
**To:** Gautho, Julia; WESTERNSTATESNEWSSERVICE@gmail.org  
**Subject:** Report Alexander Pedersen RE: Skimpy Report of of California League of Cities

Western States News Service

Councilman Alexander Pedersen:  
Capitola City Council Re: report



Councilman Pedersen,

Your time at the **California League of Cities** ... seems intentionally "light".

How many days were you there?

Who are their partners?

Who paid for the river boat ride? Who funds **USDA and Open Government** for your lunch at K Street **Mayahuel**?

What is the background of **Monica Cook**?

What is "**AI In Governance: Opportunities and Ethical Considerations.**"

You do YOU not report who paid for **DINNER SAM'S TEAM AT BURKE, WILLIAMS & SORENSON????**

RESEARCHER **wsns**

[WESTERNSTATESNEWSSERVICE@GMAIL.ORG](mailto:WESTERNSTATESNEWSSERVICE@GMAIL.ORG)

# Capitola City Council Agenda Report

**Meeting:** October 12

**From:** City Manager Department

**Subject:** City Council Meeting Minutes



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**Recommended Action:** Approve minutes from the regular meeting on September 28, 2023.

**Background:** Attached for Council review and approval are the draft minutes from the regular City Council meeting on September 28, 2023.

**Attachments:**

1. 9/28/2023 Minutes

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

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

# City of Capitola

## City Council Meeting Minutes

### Thursday, September 28, 2023 – 6:00 PM



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

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

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

1. **Roll Call and Pledge of Allegiance** – *The meeting was called to order at 6:00 PM. In attendance: Council Members Brooks, Clarke, Pedersen, Vice Mayor Brown, and Mayor Keiser.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Presentations**
  - A. *The Mayor presented a Proclamation honoring the life of George Wightman.*
  - B. *Recreation Division Manager Bryant LeBlond presented Junior Guard Participant Recognition Awards.*
  - C. *Terence Concannon, CEO of Visit Santa Cruz County, provided a presentation.*
  - D. *Danu Schoek, National Alliance on Mental Illness, Santa Cruz County, presented a grant report.*
4. **Report on Closed Session** – *None*
5. **Additional Materials** – *None*
6. **Oral Communications by Members of the Public**
  - *Gorin Klepich, resident, spoke about garbage at the CVS Pharmacy on 41<sup>st</sup> Avenue and graffiti at Jade Street Park.*
  - *Cheryl Whitman, resident, thanked the City Council for the Mayor's Proclamation and requested that the City Council revisit the issue of memorial benches on the Wharf.*
  - *Leslie Nielson, resident, thanked the City Council for the grant to NAMI Santa Cruz.*
7. **Staff / City Council Comments**
  - *City Manager Goldstein reminded the public that the Wharf Project will begin Monday and there may be noise impacts.*
  - *Vice Mayor Brown shared sentiments about the passing of George Wightman; notified the City Council that Santa Cruz METRO purchased 57 hydrogen cell bus vehicles for the County; requested an agenda item declaring tobacco waste as a public and environmental health hazard; and requested an update on the Memorial Plaque Program on the Wharf.*
  - *Council Member Clarke commended the CWEP Group for the fundraising event at the Britannia Arms.*
  - *Mayor Keiser commended the CWEP Group for the fundraising event at the Britannia Arms.*
8. **Consent Items**
  - A. *City Council Meeting Minutes*

Recommended Action: Approve minutes from the regular meeting on September 14, 2023.

B. Purchasing and Procurement Policy and Ordinance

Recommended Action: Adopt an ordinance amending Chapter 3.16 of the Capitola Municipal Code pertaining to Purchasing and Purchasing Contracts; and adopt revised Administrative Policy III-4: Purchasing and Procurement Policy.

C. Completion of the Kennedy Drive Sidewalk Project

Recommended Action: 1) Accept as complete the Kennedy Drive Sidewalk Project as constructed by Diamond D Concrete; 2) authorize the City Clerk to file and record a Notice of Completion; and 3) authorize the release of the contract retention of \$8,560 as prescribed in the contract.

D. Noble Gulch Culvert Condition Assessment

Recommended Action: Authorize the City Manager to execute an agreement with V&A Consulting Engineers, Inc. for the Noble Gulch Culvert Condition Assessment in the amount of \$29,950.

***Motion to approve the Consent Calendar: Vice Mayor Brown***

***Seconded: Council Member Brooks***

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

**9. General Government / Public Hearings**

A. Universally Accessible Playground at Jade Street Park Naming

Recommended Action: Select a playground name for the Universally Accessible Playground at Jade Street Park.

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

***Motion to name the Universally Accessible Playground the Treasure Cove Playground at Jade Street Park: Council Member Brooks***

***Seconded: Vice Mayor Brown***

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

B. Bay Avenue and Hill Street Traffic Safety

Recommended Action: Provide direction to staff regarding short-term and long-term options for improving traffic safety at the intersection of Bay Avenue and Hill Street.

***Public Works Director Kahn presented the staff report.***

***Public Comments:***

- A representative of the owners of the Nob Hill Shopping Center encouraged staff to involve the public.***
- Janet Edwards, resident, voiced concerns about vehicle speed in the intersection and ADA accessibility with temporary improvements and requested that this project be brought before the County’s Elderly Regional Transportation Committee.***

***Council Member discussion included concern about vehicle speeds within the roundabout, meeting the needs of the vehicular traffic passing through Bay Avenue, and pedestrian and bicyclist safety.***

**The City Council requested more information about comparable safety statistics for similar intersections, City Council involvement with design of the intersection, and support for a temporary improvement while determining a permanent solution. The City Council requested temporary design options for a road diet that prioritizes pedestrian and bicycle safety.**

**Motion to form an ad-hoc subcommittee, comprised of Council Members Clarke and Pedersen, to work with staff and invite businesses and partners to provide input regarding short-term and long-term options for improving pedestrian and bicycle safety at the Bay Avenue/Hill Street intersection, and return to the City Council with a report: Council Member Brooks**

**Seconded: Vice Mayor Brown**

**Motion amended to remove long-term options, and direction to staff to look into long-term plans for Bay Avenue to include two roundabouts: Council Member Brooks**

**Amendment accepted: Vice Mayor Brown**

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

C. City Council Appointments to City Advisory Bodies

Recommended Action: Appoint members of the public to the City of Capitola Commission on the Environment.

**City Clerk Moss presented the staff report.**

**Motion to appoint Tucker Graessle to the Commission on the Environment for a one-year ex-officio term: Council Member Clarke**

**Seconded: Vice Mayor Brown**

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

**10. Adjournment** – Adjourned at 7:47 PM to the next regularly scheduled meeting on October 12, 2023, at 6:00 PM.

**ATTEST:**

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Margaux Keiser, Mayor

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

# Capitola City Council

## Agenda Report

**Meeting:** October 12, 2023  
**From:** Finance Department  
**Subject:** City Check Registers



**Recommended Action:** Approve City Check registers dated September 1, 2023 and September 15, 2023.

<b>Account: City Main</b>				
<b>Date</b>	<b>Starting Check #</b>	<b>Ending Check #</b>	<b>Payment Count</b>	<b>Amount</b>
9/1/2023	104124	104238	125	\$ 1,500,898.92
9/15/2023	104239	104341	109	\$ 1,277,026.16

The main account check register dated August 18, 2023, ended with check #104123.

<b>Account: Payroll</b>				
<b>Date</b>	<b>Starting Check/EFT #</b>	<b>Ending Check/EFT #</b>	<b>Payment Count</b>	<b>Amount</b>
9/1/2023	5842	5844	122	\$ 203,466.42
9/15/2023	5845	5847	117	\$ 200,979.26

The payroll account check register dated August 18, 2023, ended with check #5841.

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

<b>Check/EFT</b>	<b>Issued to</b>	<b>Dept</b>	<b>Description</b>	<b>Amount</b>
104139	Burke Williams and Sorensen LLP	CM	July Legal Services	\$ 42,819.71
104141	CALE America	PD	CP100CWT and Meter Installation	\$ 11,332.00
104142	California Grey Bears Inc.	CDD	CDBG Health Food Program grant	\$ 12,542.85
104156	Eide Bailly LLP	Fin	Audit Services for FY22/23	\$ 10,000.00
104201	RRM Design Group	CDD	July Capitola Housing Element Update Services	\$ 23,807.58
104203	San Benito County Sheriff's Office	PD	AT&T Reimbursement	\$ 14,007.49
104206	Santa Cruz County Bank	Fin	Pacific Cove Financing Lease Payoff	\$ 650,236.39
104225	Triad Electric Inc	PW	City Hall & PD Generator	\$ 38,049.40
104231	US Bank PARS	CM	Quarterly PARS trust	\$ 250,000.00

			contribution	
104233	Visit Santa Cruz County	Fin	April – June TMD	\$ 66,907.08
1585	CalPERS Health Insurance	CM	September Health Insurance	\$ 67,099.93
1586	CalPERS Member Services Division	CM	PERS Contributions PPE 8/19/23	\$ 62,881.76
1587	Employment Development Department	CM	State Taxes PPE 8/25/23	\$ 10,324.32
1588	Internal Revenue Service	CM	Federal Taxes & Medicare PPE 8/25/23	\$ 35,087.89
1592	Wells Fargo Bank	Fin	July Credit Card Charges	\$ 19,363.75
104251	Boone Low Ratliff Architects Inc	PW	Jade St Community Center Renovation Design	\$ 29,061.60
104258	Complete Paperless Solutions LLC	CM	Laserfiche Cloud Services Subscription	\$ 10,815.00
104263	Cushman Contracting Corp Escrow	PW	August Wharf Project retainer	\$ 36,659.54
104264	Cushman Contracting Corporation	PW	August Wharf Resiliency and Public Access	\$ 696,531.25
104267	Diamond D Company	PW	Kennedy Dr Sidewalk Project	\$ 22,520.75
104295	MV Transportation Inc	PW	August Shuttle Service	\$ 14,880.00
104304	RRM Design Group	CDD	August Capitola Wharf Rehabilitation Assistance / June Housing Element Services	\$ 19,832.25
104308	Santa Cruz County Auditor-Controller	Fin	August Citation Processing	\$ 11,944.00
104309	Santa Cruz County Human Services Dept	CM	Homeless Action Partnership Cost Share	\$ 39,950.00
104327	Triad Electric Inc	PW	City Hall & PD backup generator	\$ 39,960.00
104335	Watsonville Ford	PW	2023 F-250 Truck	\$ 51,129.75
104340	Vision Communications CO	PD	Radio System Upgrade	\$ 20,495.77
104341	Folsom Lake Ford	PD	2023 Mustang Mach E	\$ 42,592.87
1593	CalPERS Member Services Division	CM	PERS Contributions PPE 9/2/23	\$ 62,515.28
1594	Employment Development Department	CM	State Taxes PPE 9/2/23	\$ 10,424.79
1595	Internal Revenue Service	CM	Federal Taxes & Medicare PPE 9/2/23	\$ 34,893.34

Attachments:

1. 9-1-23 Check Register
2. 9-15-23 Check Register

Report Prepared By: Luis Ruiz, Accountant I

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

Approved By: Jamie Goldstein, City Manager




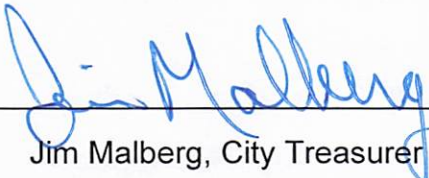
City main account checks dated September 1, 2023, numbered 104124 to 104238 totaling \$1,296,236.14, 10 EFTs totaling \$204,662.78, 3 payroll checks totaling \$3,426.59, and 119 payroll EFTs totaling \$200,039.83, for a grand total of \$1,704,365.34, have been reviewed and authorized for distribution by the City Manager.

As of September 1, 2023, the unaudited cash balance is \$4,101,265.32.

**CASH POSITION - CITY OF CAPITOLA**  
**September 1, 2023**

	9/1/2023
General Fund	\$ (5,051,331.84)
Payroll Payables	\$ 3,762.07
Contingency Reserve Fund	\$ 2,192,345.66
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ 5,290,286.88
Stores Fund	\$ 59,002.01
Information Technology Fund	\$ 200,297.24
Equipment Replacement	\$ 761,887.17
Self-Insurance Liability Fund	\$ (135,884.81)
Workers' Comp. Ins. Fund	\$ 17,300.79
Compensated Absences Fund	\$ 330,886.06
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 4,101,265.32</b>

The Emergency Reserve Fund balance is \$1,461,505.54 (not included above).  
The PERS Contingency Fund balance is \$1,154,274.68 (not included above).

 <hr style="border: 0; border-top: 1px solid black;"/> Jamie Goldstein, City Manager	9/1/23 <hr style="border: 0; border-top: 1px solid black;"/> Date
 <hr style="border: 0; border-top: 1px solid black;"/> Jim Malberg, City Treasurer	9/1/23 <hr style="border: 0; border-top: 1px solid black;"/> Date

# City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104124	09/01/2023			2ND NATURE SOFTWARE INC.	\$7,118.64
	Invoice	Date	Description		Amount
	10143	06/06/2023	Annual Stormwater software license FY23-24		\$7,118.64
104125	09/01/2023			AFLAC	\$1,646.36
	Invoice	Date	Description		Amount
	953148	08/25/2023	August supplemental insurance		\$1,646.36
			1001 - Payroll Payables		
104126	09/01/2023			AGILE OCCUPATIONAL MEDICINE, PC	\$1,070.00
	Invoice	Date	Description		Amount
	EM004920	08/01/2023	New employee testing & exams		\$1,070.00
104127	09/01/2023			AGILITY TRIBE LLC	\$3,950.00
	Invoice	Date	Description		Amount
	230721	08/09/2023	Agility Boulders afterschool rec club		\$3,950.00
104128	09/01/2023			AJ'S FUEL MARKET OF CAPITOLA INC	\$348.00
	Invoice	Date	Description		Amount
	AJ073123	07/31/2023	Carwash Closing Date 7/31/2023		\$348.00
104129	09/01/2023			ALBERTO GONZALEZ	\$3,249.54
	Invoice	Date	Description		Amount
	AG080523	08/05/2023	Traffic Collision Investigations Course Reimbu		\$3,249.54
104130	09/01/2023			ALLIED UNIVERSAL	\$1,016.02
	Invoice	Date	Description		Amount
	14623428	09/07/2023	September McGregor skate park foot patrol		\$490.08
	14623429	09/07/2023	September Esplanade park foot patrol		\$525.94

## City Checks Issued September 1, 2023

Item 7 B.

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104131	09/01/2023			AMAZON CAPITAL SERVICES	\$1,804.43
	Invoice	Date	Description		Amount
	1MHF-XTXH-YCX9	08/18/2023	Rectangle labels		\$16.03
	1THY-TQC9-PQTF	08/17/2023	Door stopper		\$18.48
	149P-WY6L-MRM6	08/16/2023	Pens		\$14.70
	1KPT-TTD3-CJN3	08/15/2023	Extension cord		\$115.52
	1MHH-Y9QT-DVJH	08/24/2023	Standing desk mats		\$46.86
	1QPV-VLNN-F7CM	08/24/2023	Sterile water, cold packs, gauze pads, bandage		\$302.72
	1RKG-WM7P-CQNY	08/24/2023	Education solar robot toys, 80 pc construction		\$302.43
	1VWM-T9F3-CM34	08/23/2023	Tourniquet, bandages		\$97.30
	11NY-MT1G-1QGX	08/22/2023	Bags		\$16.25
	1NHL-QFHN-3MCM	08/27/2023	Valve lifters, chain kit cam phaser repair kit		\$266.99
	1KK7-W79G-FQQQ	08/29/2023	LED computer monitor, display port cable		\$238.88
	143D-K94G-G7LQ	08/29/2023	Office Name Plates		\$133.11
	1NR1-P7X4-K6XD	08/29/2023	Phone charger, usb cable		\$29.23
	1QMV-R1J4-M43F	08/29/2023	Valve lifters, valve gaskets		\$98.05
	1QW9-4X7M-NJ1L	08/30/2023	Cabinet locks		\$107.88
		1000 - General Fund		\$1,536.32	
		2211 - ISF - Information Technology		\$268.11	
104132	09/01/2023			AMERICAN TRAFFIC SOLUTIONS INC.	\$2,293.94
	Invoice	Date	Description		Amount
	INV0059775	08/17/2023	2nd Half of FY22/23 Red Light Revenue		\$2,293.94
104133	09/01/2023			ANTHONY MAY	\$2,750.00
	Invoice	Date	Description		Amount
	CCFIN	08/24/2023	Tree stump art - Final installment		\$2,750.00
		1315 - Public Art Fee Fund			
104134	09/01/2023			APTOS LANDSCAPE SUPPLY INC.	\$316.02
	Invoice	Date	Description		Amount
	613465	08/24/2023	Pathway bark		\$180.12
	613194	08/21/2023	Pathway bark, rake		\$135.90
104135	09/01/2023			B & B SMALL ENGINE REPAIR	\$784.56
	Invoice	Date	Description		Amount
	528675	08/16/2023	Sharpening kit, filing kit, chains		\$300.17
	528621	08/15/2023	Sharpening set, DL chains, combination wrench		\$409.22
	528563	08/15/2023	Chainsaw chain		\$75.17
104136	09/01/2023			BENEFIT COORDINATORS CORP.	\$5,475.10
	Invoice	Date	Description		Amount
	B09PHK	08/01/2023	August dental & vision insurance		\$5,475.10
		1001 - Payroll Payables			

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104137	09/01/2023			BIG CREEK LUMBER	\$50.61
	Invoice	Date	Description		Amount
	1970965	07/27/2023	Cedar split line post		\$50.61
104138	09/01/2023			BRINKS AWARDS & SIGNS	\$1,156.95
	Invoice	Date	Description		Amount
	88110	08/04/2023	Jr Guard Plaques & trophies		\$1,156.95
104139	09/01/2023			BURKE WILLIAMS AND SORENSEN LLF	\$42,819.71
	Invoice	Date	Description		Amount
	305893	08/11/2023	July Public Works legal services		\$486.00
	305892	08/11/2023	July police legal services		\$407.40
	305891	08/11/2023	July Planning legal services		\$5,967.00
	305890	08/11/2023	July litigation legal services		\$7,245.60
	305889	08/11/2023	July code enforcement legal services		\$472.00
	305887	08/11/2023	July labor and employment legal services		\$4,141.50
	305888	08/11/2023	July city attorney services		\$12,107.21
	305898	08/11/2023	July rent control ordinance legal services		\$236.00
	305897	08/11/2023	July public records act requests		\$675.00
	305896	08/11/2023	July BHR lawsuit legal services		\$3,806.50
	305895	08/11/2023	July 4401 Capitola Rd legal services		\$7,128.00
	305894	08/11/2023	July labor negotiations legal services		\$147.50
104140	09/01/2023			CA DEPARTMENT OF JUSTICE	\$147.00
	Invoice	Date	Description		Amount
	673452	08/04/2023	July fingerprinting for Recreation		\$147.00
104141	09/01/2023			CALE AMERICA INC.	\$11,332.00
	Invoice	Date	Description		Amount
	174828	04/28/2023	CP100CWT and Meter Installation		\$11,332.00
104142	09/01/2023			CALIFORNIA GREY BEARS INC.	\$12,542.85
	Invoice	Date	Description		Amount
	21-CDBG-NH-20008	08/29/2023	CDBG health food program grant 1350 - CDBG Grants		\$12,542.85
104143	09/01/2023			CAPITOLA PEACE OFFICERS ASSOCIA	\$1,047.00
	Invoice	Date	Description		Amount
	POA082523	08/25/2023	POA & gym dues PPE 8/19/23 1001 - Payroll Payables		\$1,047.00

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104144	09/01/2023			CASEY PRINTING	\$7,463.60
	Invoice	Date	Description		Amount
	189344	08/03/2023	Fall 2023 Recreation guide		\$7,463.60
104145	09/01/2023			CINTAS CORPORATION	\$207.56
	Invoice	Date	Description		Amount
	5172287726	08/22/2023	First Aid Replenishment		\$207.56
104146	09/01/2023			CIVICPLUS LLC	\$3,800.00
	Invoice	Date	Description		Amount
	266561	09/01/2023	Municode meetings annual renewal		\$3,800.00
			2211 - ISF - Information Technology		
104147	09/01/2023			CLASSIFIED SOUND	\$1,950.00
	Invoice	Date	Description		Amount
	230823A	08/23/2023	Twilight Concert 8/23		\$975.00
	230830A	08/30/2023	Twilight Concert 8/30		\$975.00
104148	09/01/2023			CLEAN BUILDING MAINTENANCE CO.	\$8,942.92
	Invoice	Date	Description		Amount
	32730	07/31/2023	July janitorial services		\$8,942.92
104149	09/01/2023			COAST LOCK & SAFE INC.	\$42.33
	Invoice	Date	Description		Amount
	029520	08/11/2023	Keys		\$42.33
104150	09/01/2023			CODE PUBLISHING COMPANY	\$1,707.50
	Invoice	Date	Description		Amount
	GC00122436	08/28/2023	Municipal code web update		\$1,590.00
	GC0011617	08/29/2023	Municipal code web update		\$117.50
104151	09/01/2023			COMMUNITY TELEVISION OF SANTA C	\$678.00
	Invoice	Date	Description		Amount
	3302	08/15/2023	July Televised meetings		\$678.00
104152	09/01/2023			COOPER SANDEN	\$257.56
	Invoice	Date	Description		Amount
	CS081423	08/14/2023	Reimbursement for art project		\$257.56
			1315 - Public Art Fee Fund		
104153	09/01/2023			CYNTHIA KASKEY	\$843.71
	Invoice	Date	Description		Amount
	CK082123	08/21/2023	Instructor payment		\$843.71

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104154	09/01/2023			D & G SANITATION	\$3,247.04
	Invoice	Date	Description		Amount
	300125	07/31/2023	Skate park hand wash station, portable toilets		\$501.78
	300127	07/31/2023	Wharf portable toilets		\$2,021.13
	300126	07/31/2023	Lower parking lot portable toilet rental		\$724.13
			1000 - General Fund	\$1,225.91	
			1311 - Wharf	\$2,021.13	
104155	09/01/2023			DONALD W ALLEY	\$4,622.81
	Invoice	Date	Description		Amount
	823-01	08/20/2023	Soquel Creek monitoring and reporting		\$4,622.81
104156	09/01/2023			EIDE BAILLY LLP	\$10,000.00
	Invoice	Date	Description		Amount
	EI01550943	08/26/2023	Audit services for FY22/23		\$10,000.00
104157	09/01/2023			EQUITABLE	\$2,965.37
	Invoice	Date	Description		Amount
	1449229	07/12/2023	August LTD, STD, AD&D, life insurance		\$2,965.37
			1001 - Payroll Payables		
104158	09/01/2023			Eric Martin	\$390.00
	Invoice	Date	Description		Amount
	EM081523	08/15/2023	CALBO - Education Registration		\$390.00
104159	09/01/2023			ESMERALDA GONZALEZ	\$583.60
	Invoice	Date	Description		Amount
	EG080323	08/03/2023	Training Managers Course Reimbursement (Pi		\$327.26
	EG080923	08/09/2023	ABC Alcohol Policing Partnership Grant Confe		\$256.34
104160	09/01/2023			EWING IRRIGATION	\$750.91
	Invoice	Date	Description		Amount
	20234862	08/03/2023	PVC pipes, couplings, tubes		\$72.15
	20401236	08/22/2023	Soil		\$208.87
	20363272	08/17/2023	Trash can, soil		\$165.42
	20401218	08/22/2023	Orange trim line string, basketball net		\$304.47
104161	09/01/2023			EXCEEDIO	\$8,990.78
	Invoice	Date	Description		Amount
	14319	09/01/2023	September IT services		\$8,990.78
			2211 - ISF - Information Technology		

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104162	09/01/2023			FERGUSON ENTERPRISES LLC #795	\$1,478.92
	Invoice	Date	Description		Amount
	0759660	08/17/2023	Pipes		\$64.92
	0750387	08/18/2023	Toilet, repair kit, valve, water closet		\$1,414.00
104163	09/01/2023			FIRST ALARM	\$241.05
	Invoice	Date	Description		Amount
	767816	08/15/2023	Community Center quarterly intrusion system r		\$241.05
104164	09/01/2023			FLYERS ENERGY LLC	\$2,832.67
	Invoice	Date	Description		Amount
	CFS-3536430	08/15/2023	Card processing		\$126.11
	23-898585	08/21/2023	520 Gallons Gasoline		\$2,706.56
104165	09/01/2023			FRED C. BEYERS	\$855.00
	Invoice	Date	Description		Amount
	FB082223	08/22/2023	Softball official services		\$450.00
	FB082923	08/29/2023	Softball official services		\$405.00
104166	09/01/2023			FRED MENG AUDIO VISUAL SERVICES	\$440.00
	Invoice	Date	Description		Amount
	FM090123	09/01/2023	Movies at the beach projectionist services		\$440.00
104167	09/01/2023			GEORGE McMENAMIN	\$1,650.00
	Invoice	Date	Description		Amount
	GM082423	08/24/2023	Bay St. & Peery Park maintenance		\$1,650.00
104168	09/01/2023			HDL COREN & CONE	\$695.00
	Invoice	Date	Description		Amount
	SIN030967	08/24/2023	2022-23 ACFR Statistical Package		\$695.00
104169	09/01/2023			Hi-Line Inc.	\$806.75
	Invoice	Date	Description		Amount
	11054523	07/18/2023	Cable ties, connectors		\$456.66
	11061486	08/16/2023	Screws, washers, sheet metal		\$350.09

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104170	09/01/2023			HINDERLITER DELLAMAS AND ASSOCI	\$1,350.16
	Invoice	Date	Description		Amount
	SIN030730	07/31/2023	July TOT and STR admin fees		\$1,350.16
104171	09/01/2023			HOME DEPOT CREDIT SERVICES	\$558.95
	Invoice	Date	Description		Amount
	0514266	08/20/2023	Sakrete play sand		\$45.58
	6513304	08/14/2023	Ratchet tie-downs		\$28.32
	9031862	08/21/2023	Post hole digger		\$43.58
	0510941	07/31/2023	Fence post		\$18.91
	2613965	08/18/2023	Screws, spray bottles, putty knife, countersink		\$101.52
	4031210	08/16/2023	Cloth, tape, recovery strap, buckets, screws, p		\$321.04
			1000 - General Fund	\$237.91	
			1315 - Public Art Fee Fund	\$321.04	
104172	09/01/2023			HUMBOLDT PETROLEUM LLC	\$17.00
	Invoice	Date	Description		Amount
	INV-090974	08/15/2023	Carwash Closing Date 8/15/2023		\$17.00
104173	09/01/2023			JANET RUSSELL	\$539.50
	Invoice	Date	Description		Amount
	JRK082823	08/28/2023	Instructor payment		\$539.50
104174	09/01/2023			JEANI MITCHELL	\$241.80
	Invoice	Date	Description		Amount
	JM082823	08/28/2023	Instructor payment		\$241.80
104175	09/01/2023			KBA Document Solutions LLC	\$1,167.45
	Invoice	Date	Description		Amount
	55Y1378757	06/23/2023	City Hall copier usage charges		\$177.38
	55Y1380829	07/05/2023	City Hall copier usage charges		\$7.27
	55Y1384979	07/18/2023	City Hall copier usage charges, toner		\$329.32
	55Y1393448	08/22/2023	City Hall copier usage charges, toner		\$653.48
			2211 - ISF - Information Technology		
104176	09/01/2023			KING'S PAINT AND PAPER INC.	\$109.87
	Invoice	Date	Description		Amount
	6SPHW	08/03/2023	Paint		\$109.87



# City Checks Issued September 1, 2023

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104177	09/01/2023			LABORMAX STAFFING	\$7,798.44
	Invoice	Date	Description		Amount
	26-324164	08/18/2023	Public works seasonal labor 8/12 - 8/18		\$3,752.00
	26-325846	08/25/2023	Public works seasonal labor 8/21 - 8/25		\$4,046.44
104178	09/01/2023			LAFCO/LOCAL AGENCY FORMATION C	\$5,786.75
	Invoice	Date	Description		Amount
	LAFCO23-24	06/21/2023	LAFCO fees FY23-24		\$5,786.75
104179	09/01/2023			LAURA ALIOTO	\$208.00
	Invoice	Date	Description		Amount
	LA082123	08/21/2023	Instructor payment		\$208.00
104180	09/01/2023			Leda Laidlaw-Hunter	\$427.07
	Invoice	Date	Description		Amount
	LLH080123	08/01/2023	Education reimbursement		\$427.07
104181	09/01/2023			LESLIE FELLOWS	\$600.00
	Invoice	Date	Description		Amount
	LF081423	08/14/2023	Sunday Art at the Beach 2023 coordinator		\$600.00
104182	09/01/2023			LEWIS TREE SERVICE INC.	\$4,785.55
	Invoice	Date	Description		Amount
	07035-I	01/11/2023	Remove Fallen Eucalyptus from road		\$4,785.55
104183	09/01/2023			LINDE GAS & EQUIPMENT INC.	\$234.33
	Invoice	Date	Description		Amount
	37788110	08/21/2023	Acetylene rental		\$234.33
104184	09/01/2023			LIUNA PENSION FUND	\$1,164.80
	Invoice	Date	Description		Amount
	FP1521	08/31/2023	August LIUNA pension dues		\$1,164.80
			1001 - Payroll Payables		
104185	09/01/2023			LLOYD'S TIRE AND AUTO	\$361.07
	Invoice	Date	Description		Amount
	216229	08/15/2023	Tire & Auto Care		\$361.07

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104186	09/01/2023			MARIANNE'S ICE CREAM	\$1,154.25
	Invoice	Date	Description		Amount
	91708	08/14/2023	Junior scoops		\$1,154.25
104187	09/01/2023			MICHAEL KILROY	\$1,393.92
	Invoice	Date	Description		Amount
	MK081123	08/11/2023	Unmanned Aircraft Systems Operators Course		\$1,393.92
104188	09/01/2023			MID COUNTY AUTO SUPPLY	\$369.34
	Invoice	Date	Description		Amount
	M-2264815	08/14/2023	Rislone		\$6.88
	M-2264782	08/14/2023	Brake Master Cylinder		\$107.60
	M-2264534	08/14/2023	Exterior door handles		\$89.05
	M-2274586	08/22/2023	License plate frames		\$103.28
	M-2274518	08/22/2023	Truck bed, aluminum suction cup, door locks, r		\$62.53
104189	09/01/2023			MISSION LINEN SUPPLY	\$404.68
	Invoice	Date	Description		Amount
	519862436	08/16/2023	Fleet towels, uniform cleaning		\$34.50
	519908582	08/23/2023	Fleet towels, uniform cleaning		\$34.50
	519886642	08/21/2023	Community Center mop and mat service		\$81.12
	519908583	08/23/2023	Corp. Yard linen service		\$140.78
	519862437	08/16/2023	Corp. Yard linen service		\$113.78
104190	09/01/2023			NATALIE XILONZOCHILT	\$20.70
	Invoice	Date	Description		Amount
	NX081023	08/10/2023	Mental Health & Firearms Training Reimbuser		\$20.70
104191	09/01/2023			NATURAL MOTION LLC	\$125.35
	Invoice	Date	Description		Amount
	2012	08/14/2023	Jacket for Jose Ortiz		\$125.35
104192	09/01/2023			NEW PIG CORPORATION	\$1,896.36
	Invoice	Date	Description		Amount
	4077640-00	08/07/2023	Oil only absorbent mat pad, PIG absorbent ma		\$975.98
	24063143-00	08/08/2023	Pig truck spill kit, coolants, solvents, cooler		\$920.38
104193	09/01/2023			NORTH BAY FORD	\$202.40
	Invoice	Date	Description		Amount
	290046	08/22/2023	Gasket valves, solenoid engine valves		\$202.40
104194	09/01/2023			O'REILLY AUTO PARTS	\$12.83
	Invoice	Date	Description		Amount
	2763-378093	08/21/2023	Oil drain plug, lock clip, door rod clip		\$12.83

# City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104195	09/01/2023			OCEAN HONDA	\$1,108.39
	Invoice	Date	Description		Amount
	678001	08/22/2023	Sensor, oxygen sensor		\$1,108.39
104196	09/01/2023			OUTDOOR SUPPLY HARDWARE	\$616.71
	Invoice	Date	Description		Amount
	H98257	08/14/2023	Bulk Fasteners, synthetic scrubber, micorfiber		\$100.72
	I02906	08/22/2023	Succulent, ascot rainbow		\$23.96
	I00382	08/18/2023	Magnetic bit holder, screws		\$19.93
	H87419	07/26/2023	10 Piece security hex key		\$23.97
	H87421	07/26/2023	Foam sleeve, filter bag		\$26.14
	H99289	08/16/2023	Bulk Fasteners		\$12.10
	H89006	07/29/2023	Repair set, mach scribe		\$23.96
	H92523	08/04/2023	Gloves, tape measure, wire		\$78.45
	H95434	08/09/2023	Multi screwdriver		\$19.93
	H90882	08/01/2023	Extension cord, spray paint		\$145.90
	H95858	08/10/2023	Sponge, joint compound		\$25.05
	H95856	08/10/2023	Joint compound, joint knife flex		\$18.51
	I02098	08/21/2023	Stihl pro mark helmet		\$98.09
104197	09/01/2023			PALACE BUSINESS SOLUTIONS	\$154.76
	Invoice	Date	Description		Amount
	691248-0	08/24/2023	Copy Paper		\$154.76
104198	09/01/2023			PETER GOLDLUST	\$500.00
	Invoice	Date	Description		Amount
	2023.07	08/17/2023	Monterey Avenue Railing Art Project Stipend 1315 - Public Art Fee Fund		\$500.00
104199	09/01/2023			PHOENIX GROUP INFORMATION SYST	\$4,383.63
	Invoice	Date	Description		Amount
	072023070	08/16/2023	July 2023 Citation Processing		\$4,383.63
104200	09/01/2023			PITNEY BOWES	\$2,560.81
	Invoice	Date	Description		Amount
	PB082023	08/20/2023	City Hall postage machine refill, ink 2210 - ISF - Stores Fund		\$2,560.81
104201	09/01/2023			RRM DESIGN GROUP	\$23,807.58
	Invoice	Date	Description		Amount
	2757-01-0723	08/14/2023	July Capitola Housing Element Update Service		\$20,410.08
	1783-07-0723	08/10/2023	#23-0254 723 El Salto Dr Peer Review		\$3,397.50
			1000 - General Fund	\$3,397.50	
			1313 - General Plan Update and Maint	\$20,410.08	

# City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104202	09/01/2023			SALINAS VALLEY SOLID WASTE AUTH	\$5,000.00
	Invoice	Date	Description	Amount	
	2023-24-1	08/29/2023	FY23-24 Contribution to Central Coast Recycli	\$5,000.00	
104203	09/01/2023			SAN BENITO COUNTY SHERIFF'S OFFI	\$14,007.49
	Invoice	Date	Description	Amount	
	SBCSO#1	08/24/2023	AT&T Reimbursement	\$14,007.49	
104204	09/01/2023			SAN LORENZO LUMBER	\$910.51
	Invoice	Date	Description	Amount	
	56-0130750	08/17/2023	Connector, strap hinge, faucets	\$362.67	
	56-0130751	08/17/2023	Soil	\$70.74	
	55-0828083	08/21/2023	Lumber	\$95.68	
	55-0828052	08/21/2023	Spray paint, primer	\$42.04	
	55-0826807	08/15/2023	Lumber	\$94.34	
	55-0824481	08/04/2023	Lumber	\$215.62	
	55-0826696	08/15/2023	Ratchet tie down	\$29.42	
104205	09/01/2023			SANTA CRUZ CHILDRENS MUSEUM OF	\$200.00
	Invoice	Date	Description	Amount	
	MOD062123-2	06/21/2023	Field trip	\$200.00	
104206	09/01/2023			SANTA CRUZ COUNTY BANK	\$650,236.39
	Invoice	Date	Description	Amount	
	SCCB090123	09/01/2023	Pacific Cove financing lease payoff acct #9003	\$650,236.39	
			1420 - Pac Cove Lease Financing		
104207	09/01/2023			SANTA CRUZ COUNTY INFORMATION S	\$2,215.00
	Invoice	Date	Description	Amount	
	SCCISD082323	08/23/2023	FY23-24 Annual VPN charges	\$2,215.00	
			2211 - ISF - Information Technology		
104208	09/01/2023			SANTA CRUZ COUNTY SANITATION DI	\$784.51
	Invoice	Date	Description	Amount	
	SCC082123	08/21/2023	Annual Sewer Service Discharge permit DWD	\$784.51	
104209	09/01/2023			SANTA CRUZ FIRE EQUIPMENT CO.	\$623.45
	Invoice	Date	Description	Amount	
	33510	10/21/2022	Fire Extinguishers	\$123.18	
	33511	10/21/2022	Fire Extinguishers	\$380.27	
	33508	10/17/2022	Fire Extinguishers	\$99.00	
	33507	10/17/2022	Fire Extinguisher service	\$21.00	

# City Checks Issued September 1, 2023

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104210	09/01/2023			SANTA CRUZ REGIONAL 911	\$1,900.44
	Invoice	Date	Description		Amount
	SCR082423	08/24/2023	AT&T Reimbursement		\$1,900.44
104211	09/01/2023			SARAH RYAN	\$2,279.10
	Invoice	Date	Description		Amount
	SR081023	08/10/2023	ABC Alcohol Policing Partnership Grant Confe		\$92.10
	SR082923	08/29/2023	Education reimbursement		\$2,187.00
104212	09/01/2023			SAVE OUR SHORES	\$1,400.00
	Invoice	Date	Description		Amount
	2023-040	08/12/2023	Quarterly beach clean up		\$1,400.00
104213	09/01/2023			SCC ENVIRONMENTAL HEALTH SVC	\$315.00
	Invoice	Date	Description		Amount
	IN0114635	08/16/2023	Environmental cleanup oversight - McGregor F		\$315.00
104214	09/01/2023			SENTINEL PRINTERS INC.	\$650.04
	Invoice	Date	Description		Amount
	308473	06/19/2023	No parking sign		\$650.04
104215	09/01/2023			SOQUEL CREEK WATER DISTRICT	\$5,063.72
	Invoice	Date	Description		Amount
	08-15299-0081423	08/14/2023	08-15299-00 Monterey Ave. water		\$168.39
	08-15562-0081423	08/14/2023	08-15562-00 Cliff and Fairview water service		\$52.34
	09-15964-0081423	08/14/2023	09-15964-00 Monterey Ave. Esplanade water		\$4,316.67
	10-16317-0082123	08/21/2023	10-16317-00 420 Capitola Ave. water		\$349.84
	10-16315-0082123	08/21/2023	10-16315-00 504 Beulah Dr. water		\$58.44
	10-16316-0082123	08/21/2023	10-16316-00 426 Capitola Ave. water		\$118.04
104216	09/01/2023			SOUTH BAY REGIONAL TRAINING	\$1,212.00
	Invoice	Date	Description		Amount
	158357	08/29/2023	520 Driver Awareness Instructor Course		\$1,212.00
104217	09/01/2023			SPECTRUM BUSINESS	\$3,741.39
	Invoice	Date	Description		Amount
	170005701082223	08/22/2023	September internet service		\$3,741.39
			1000 - General Fund	\$1,644.56	
			2211 - ISF - Information Technology	\$2,096.83	
104218	09/01/2023			STAPLES ADVANTAGE	\$47.10
	Invoice	Date	Description		Amount
	3544699341	08/10/2023	Pens, hammermill copy paper		\$47.10

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104219	09/01/2023			T MOBILE	\$345.98
	Invoice	Date	Description		Amount
	TM082123#2	08/21/2023	August cell phone usage - acct # 947590665		\$43.58
	TM082123	08/21/2023	August cell phone usage - acct # 989440968		\$302.40
104220	09/01/2023			THE CLEANING MACHINE INC.	\$2,950.00
	Invoice	Date	Description		Amount
	6625	07/27/2023	Village sidewalk cleaning		\$2,950.00
104221	09/01/2023			THE HOME DEPOT PRO	\$5,251.14
	Invoice	Date	Description		Amount
	758953319	08/08/2023	Heavy duty aero cleaner, gloves, can liners		\$352.53
	759139728	08/08/2023	Oil loose absorbent		\$301.44
	760188029	08/15/2023	Cleaning supplies		\$2,341.10
	761877760	08/24/2023	Cleaning supplies		\$2,256.07
104222	09/01/2023			THE MOUNTAIN FORGE INC	\$500.00
	Invoice	Date	Description		Amount
	9258	08/21/2023	Monterey Avenue Railing Art Project Stipend		\$500.00
			1315 - Public Art Fee Fund		
104223	09/01/2023			TPX COMMUNICATIONS	\$1,644.75
	Invoice	Date	Description		Amount
	173858028-0	08/23/2023	August phone service		\$1,644.75
			1000 - General Fund	\$893.52	
			2211 - ISF - Information Technology	\$751.23	
104224	09/01/2023			TRANSPORTATION ALLIANCE BANK IN	\$2,153.03
	Invoice	Date	Description		Amount
	679029	08/15/2023	GB set (4), filaments		\$2,153.03
			1310 - Gas Tax		
104225	09/01/2023			TRIAD ELECTRIC INC.	\$38,049.40
	Invoice	Date	Description		Amount
	5242301	05/24/2023	City Hall & PD backup generator		\$38,049.40
			1200 - Capital Improvement Fund		
104226	09/01/2023			ULINE	\$67.79
	Invoice	Date	Description		Amount
	166613514	07/31/2023	Evidence and Property Supplies		\$67.79

# City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104227	09/01/2023			UNITED WAY OF SANTA CRUZ COUNT	\$20.00
	Invoice	Date	Description		Amount
	UW082523	08/25/2023	August United Way contributions		\$20.00
			1001 - Payroll Payables		
104228	09/01/2023			UPEC LIUNA LOCAL 792	\$990.00
	Invoice	Date	Description		Amount
	UPEC083123	08/14/2023	August UPEC dues		\$990.00
			1001 - Payroll Payables		
104229	09/01/2023			US BANK EQUIPMENT FINANCE	\$174.40
	Invoice	Date	Description		Amount
	509393161	08/25/2023	City Hall Copier Lease		\$174.40
			2210 - ISF - Stores Fund		
104230	09/01/2023			US BANK PARS Acct 6746022400	\$1,391.72
	Invoice	Date	Description		Amount
	PARS082523	08/25/2023	PARS contributions PPE 8/19/23		\$1,391.72
			1001 - Payroll Payables		
104231	09/01/2023			US BANK PARS Acct 6746022400	\$250,000.00
	Invoice	Date	Description		Amount
	PARS081823	08/18/2023	Quarterly PARS trust contribution		\$250,000.00
104232	09/01/2023			VERIZON WIRELESS	\$2,848.12
	Invoice	Date	Description		Amount
	9941705215	08/10/2023	August telephone charges		\$2,848.12
104233	09/01/2023			VISIT SANTA CRUZ COUNTY	\$66,907.08
	Invoice	Date	Description		Amount
	VSCC063023	08/28/2023	April - June TMD		\$66,907.08
104234	09/01/2023			WATSON FINE ART CONSERVATION	\$32.78
	Invoice	Date	Description		Amount
	186796	08/08/2023	Capitola Museum cleaning & fitting		\$32.78
104235	09/01/2023			WESTERN EXTERMINATOR COMPANY	\$156.40
	Invoice	Date	Description		Amount
	50120156	08/04/2023	City Hall rodent control		\$78.20
	50120157	08/04/2023	Turnouts rodent control		\$78.20

## City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104236	09/01/2023			ROBERT LASHLEY	\$307.65
	Invoice	Date	Description		Amount
	RL082323	08/23/2023	Refund Permit #2023-0377		\$307.65
			1000 - General Fund	\$240.70	
			1313 - General Plan Update and Maint	\$55.03	
			1317 - Technology Fee Fund	\$11.92	
104237	09/01/2023			Santa Rosa Junior College/Accounting	\$78.00
	Invoice	Date	Description		Amount
	AR24-00144	08/16/2023	518 and 583 Training Managers Course		\$78.00
104238	09/01/2023			JANET RUSSELL	\$357.50
	Invoice	Date	Description		Amount
	JRK072223	07/22/2023	Instructor payment		\$357.50
Type Check Totals:					\$1,296,236.14
<u>EFT</u>					
1583	08/22/2023			EMPLOYMENT DEVELOPMENT DEPAR'	\$244.54
	Invoice	Date	Description		Amount
	0-710-746-080	08/21/2023	State Taxes Employee Final Pay		\$244.54
			1001 - Payroll Payables		
1584	08/22/2023			INTERNAL REVENUE SERVICE	\$712.48
	Invoice	Date	Description		Amount
	60087667	08/21/2023	Federal taxes & Medicare employee Final Pay		\$712.48
			1001 - Payroll Payables		
1585	08/29/2023			CalPERS Health Insurance	\$67,099.93
	Invoice	Date	Description		Amount
	1002442345	08/14/2023	September health insurance		\$67,099.93
			1000 - General Fund	\$5,019.89	
			1001 - Payroll Payables	\$62,080.04	
1586	08/25/2023			CalPERS Member Services Division	\$62,881.76
	Invoice	Date	Description		Amount
	1002441698-701	08/25/2023	PERS contributions PPE 8/19/23		\$62,881.76
			1000 - General Fund	\$0.35	
			1001 - Payroll Payables	\$62,881.41	
1587	08/28/2023			EMPLOYMENT DEVELOPMENT DEPAR'	\$10,324.32
	Invoice	Date	Description		Amount
	1-983-733-728	08/25/2023	State taxes PPE 8/25/23		\$10,324.32
			1001 - Payroll Payables		



# City Checks Issued September 1, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1588	08/28/2023			INTERNAL REVENUE SERVICE	\$35,087.89
	Invoice	Date	Description		Amount
	44529512	08/25/2023	Federal taxes & Medicare PPE 8/25/23 & final		\$35,087.89
			1001 - Payroll Payables		
1589	08/28/2023			STATE DISBURSEMENT UNIT	\$1,662.91
	Invoice	Date	Description		Amount
	45219155	08/25/2023	Employee garnishments PPE 8/19/23		\$1,662.91
			1001 - Payroll Payables		
1590	08/28/2023			VOYA FINANCIAL	\$7,150.20
	Invoice	Date	Description		Amount
	VOYA082523	08/25/2023	Employee 457 contributions PPE 8/19/23		\$7,150.20
			1001 - Payroll Payables		
1591	08/25/2023			WEX HEALTH INC.	\$135.00
	Invoice	Date	Description		Amount
	0001779358-IN	07/31/2023	July COBRA and FSA admin.		\$135.00
1592	08/24/2023			WELLS FARGO BANK	\$19,363.75
	Invoice	Date	Description		Amount
	WF080323	08/03/2023	July Credit Card Charges		\$19,363.75
			1000 - General Fund	\$18,428.87	
			1300 - SLESF - Supl Law Enfc	\$919.76	
			2211 - ISF - Information Technology	\$15.12	
Type EFT Totals:					\$204,662.78
<b>Main City Totals</b>					
			<b>Count</b>		<b>Total</b>
Checks			115		\$1,296,236.14
EFTs			10		\$204,662.78
All			125		\$1,500,898.92
<b>Payroll Totals</b>					
Checks			3		\$3,426.59
EFTs			119		\$200,039.83
All			122		\$203,466.42
<b>Grand Totals:</b>					
Checks			118		\$1,299,662.73
EFTs			129		\$404,702.61
All			247		\$1,704,365.34

City main account checks dated September 15, 2023, numbered 104239 to 104341 totaling \$1,160,450.67, 6 EFTs totaling \$116,575.49, 3 payroll checks totaling \$1,540.12, 1 voided payroll EFT totaling \$779.25, and 113 payroll EFTs totaling \$198,659.89, for a grand total of \$1,478,005.42, have been reviewed and authorized for distribution by the City Manager.

As of September 15, 2023, the unaudited cash balance is \$2,882,886.83.

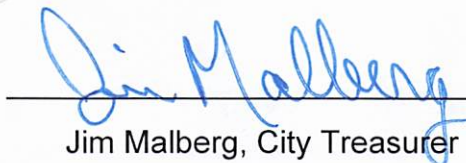
**CASH POSITION - CITY OF CAPITOLA**  
**September 15, 2023**

	9/15/2023
General Fund	\$ (5,382,211.64)
Payroll Payables	\$ 43,434.83
Contingency Reserve Fund	\$ 2,192,345.66
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ 4,465,553.74
Stores Fund	\$ 57,251.32
Information Technology Fund	\$ 189,597.28
Equipment Replacement	\$ 671,899.51
Self-Insurance Liability Fund	\$ (135,884.81)
Workers' Comp. Ins. Fund	\$ 17,300.79
Compensated Absences Fund	\$ 330,886.06
<b>TOTAL UNASSIGNED GENERAL FUNDS</b>	<b>\$ 2,882,886.83</b>

The Emergency Reserve Fund balance is \$1,461,505.54 (not included above).

The PERS Contingency Fund balance is \$1,154,274.68 (not included above).

  
 \_\_\_\_\_  
 Jamie Goldstein, City Manager
 
 9/18/23  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Jim Malberg, City Treasurer
 
 9/15/23  
 \_\_\_\_\_  
 Date

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104239	09/15/2023			ACE PORTABLE SERVICES	\$1,123.44
	Invoice	Date	Description		Amount
	I11185	08/18/2023	Cleaning services		\$561.72
	I12423	09/15/2023	Cleaning services		\$561.72
104240	09/15/2023			ADRIENNE HARRELL	\$633.10
	Invoice	Date	Description		Amount
	AH090323	09/03/2023	Instructor payment		\$633.10
104241	09/15/2023			ADT SECURITY SERVICES INC.	\$243.22
	Invoice	Date	Description		Amount
	ADT082923	08/29/2023	Corp. yard & museum ADT monitoring		\$243.22
104242	09/15/2023			AIMEE FITZGERALD	\$91.00
	Invoice	Date	Description		Amount
	AF090323	09/03/2023	Instructor payment		\$91.00
104243	09/15/2023			AJ'S FUEL MARKET OF CAPITOLA INC	\$360.00
	Invoice	Date	Description		Amount
	AJ083123	08/31/2023	Carwash Closing Date 8/31/2023		\$360.00
104244	09/15/2023			ALLIED UNIVERSAL	\$474.28
	Invoice	Date	Description		Amount
	14623418	09/07/2023	September 2023 Jade Street Park Patrol		\$474.28
104245	09/15/2023			ALLSAFE LOCK COMPANY	\$87.95
	Invoice	Date	Description		Amount
	958303	08/07/2023	Keys (12)		\$29.95
	999154	08/31/2023	Cabinet lock		\$58.00

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104246	09/15/2023			AMAZON CAPITAL SERVICES	\$3,409.69
	Invoice	Date	Description		Amount
	1W3H-FPL3-XWVP	09/05/2023	Lysol spray cleaner, Mr. Clean magic eraser, offic		\$32.21
	1W6X-GQ11-T37K	09/04/2023	Work gloves		\$198.70
	1HKN-MX4F-M4VD	09/03/2023	Full face respirators		\$307.16
	1PNK-GGCM-CRLY	09/01/2023	Water heater		\$272.45
	1DRK-WJRT-1RGM	08/31/2023	Batteries		\$102.16
	19F3-CW3K-VW3J	08/31/2023	Monitor cable - Displayport to HDMI		\$9.80
	1WND-GRL4-R9FH	08/30/2023	Coveralls		\$156.94
	179F-XF96-69MP	08/09/2023	LED cab roof lights for truck		\$124.12
	1M3P-9W96-NM9L	09/08/2023	LED string lights		\$47.89
	16C3-JJF4-P7PD	09/08/2023	Portable light		\$65.38
	169C-RDL7-4QVK	09/10/2023	Triple A batteries, face masks		\$39.18
	13HX-Q74D-7VFD	09/12/2023	iPhone Case		\$20.87
	1TCH-W9PG-4XRX	09/12/2023	HDMI to VGA adapter cable		\$6.61
	1HK6-96WQ-66PN	09/12/2023	Cabinet locks		\$71.92
	1X1R-1FDQ-3LMW	09/11/2023	Monitor desk stand, power strip		\$52.50
	176G-6WWF-R31G	08/17/2023	Heavy-Duty Umbrellas		\$131.37
	143D-K94G-NRGY	08/30/2023	Drone Program Supplies		\$1,222.06
	114Y-W6PK-HP4H	09/02/2023	Binoculars, Inverted Marking Paint and Emergenc		\$479.30
	13L3-VX1X-4XNW	09/12/2023	Evidence and Property Supplies		\$19.99
	1QPV-77CW-HJPL	09/02/2023	Computer Mount and Keyboard Tray		\$115.74
	1FTH-HJHP-1VFF	08/31/2023	Refrigerator Water Filter		\$106.80
	1DQ9-JHRL-3JHC	08/31/2023	Drone Program Supplies		\$41.42
	1CKM-M6MJ-C1YP	09/01/2023	Anti Fatigue Floor Mat, Steno Books, Labeling Ta		\$116.63
	1HC6-FDK1-Y64Q	07/29/2023	Credit Memo for 14QD-HGH7-YYMV		(\$242.13)
	17HQ-47M1-KGPY	07/26/2023	Credit Memo for 1CCK-1MTR-D4J9		(\$89.38)
		1000 - General Fund		\$1,537.95	
		1300 - SLESF - Supl Law Enfc		\$1,742.78	
		2210 - ISF - Stores Fund		\$91.68	
		2211 - ISF - Information Technology		\$37.28	
104247	09/15/2023			APTOS LANDSCAPE SUPPLY INC.	\$418.94
	Invoice	Date	Description		Amount
	614634	09/07/2023	Mini bark		\$137.34
	614517	09/06/2023	Pathway bark		\$137.34
	614502	09/06/2023	Screenings, beach peb, pruner		\$144.26
104248	09/15/2023			AT&T	\$8.69
	Invoice	Date	Description		Amount
	ATT090123	09/01/2023	September long distance charges		\$8.69
		1000 - General Fund		\$4.28	
		2211 - ISF - Information Technology		\$4.41	

## City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104249	09/15/2023			AXCIENT	\$135.00
	Invoice	Date	Description		Amount
	FY23INEFI147039	08/31/2023	August AppAssure storage		\$135.00
			2211 - ISF - Information Technology		
104250	09/15/2023			B & B SMALL ENGINE REPAIR	\$756.03
	Invoice	Date	Description		Amount
	529270	08/24/2023	Saw chain, axe		\$245.35
	529690	08/31/2023	Recipricator		\$468.68
	529691	08/31/2023	Engine repair, shop labor		\$42.00
104251	09/15/2023			BOONE LOW RATLIFF ARCHITECTS INC	\$29,061.60
	Invoice	Date	Description		Amount
	3859	09/03/2023	August Jade St Community Center renovation de:		\$15,443.17
	3858	09/03/2023	Jade St Community Center renovation design ser		\$13,618.43
			1200 - Capital Improvement Fund		
104252	09/15/2023			CALIFORNIA COAST UNIFORM COMPANY	\$165.49
	Invoice	Date	Description		Amount
	10594	09/01/2023	501 Embroidery Charges		\$50.00
	10595	09/01/2023	523 Uniform Pants		\$115.49
104253	09/15/2023			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,047.00
	Invoice	Date	Description		Amount
	POA090823	09/08/2023	POA & gym dues PPE 9/2/23		\$1,047.00
			1001 - Payroll Payables		
104254	09/15/2023			CAROLYN FLYNN	\$1,595.00
	Invoice	Date	Description		Amount
	CBF-08-2023	09/08/2023	Jul-Aug affordable housing program management		\$1,595.00
			5552 - Cap Hsg Succ- Program Income		
104255	09/15/2023			CLEAN BUILDING MAINTENANCE CO.	\$8,942.92
	Invoice	Date	Description		Amount
	32915	08/31/2023	August janitorial services		\$8,942.92
104256	09/15/2023			COAST LOCK & SAFE INC.	\$527.68
	Invoice	Date	Description		Amount
	029577	08/29/2023	New lever and keys		\$355.06
	029562	08/23/2023	Duplicate keys		\$172.62
104257	09/15/2023			COMMUNITY PRINTERS	\$1,816.23
	Invoice	Date	Description		Amount
	35262011	09/07/2023	Fall 2023 Newsletter		\$1,816.23

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104258	09/15/2023			COMPLETE PAPERLESS SOLUTIONS LLC	\$10,815.00
	Invoice	Date	Description		Amount
	3917	09/07/2023	Laserfiche Cloud services subscription - 1 year 2211 - ISF - Information Technology		\$10,815.00
104259	09/15/2023			COPWARE INC.	\$460.00
	Invoice	Date	Description		Amount
	86512	09/01/2023	California Officers Legal Sourcebook License for		\$460.00
104260	09/15/2023			CRAIG FEENEY	\$1,436.57
	Invoice	Date	Description		Amount
	165	09/05/2023	City Hall HVAC rep		\$1,436.57
104261	09/15/2023			CRYSTAL SPRINGS WATER CO.	\$538.75
	Invoice	Date	Description		Amount
	CSW083123	08/31/2023	August drinking water		\$538.75
104262	09/15/2023			CSG Consultants Inc.	\$6,307.89
	Invoice	Date	Description		Amount
	B231127	08/01/2023	July building plan review services		\$6,307.89
104263	09/15/2023			CUSHMAN CONTRACTING CORP ESCROW #8001317563	\$36,659.54
	Invoice	Date	Description		Amount
	CCC#01retention	09/01/2023	August Wharf Project retainer 1200 - Capital Improvement Fund		\$36,659.54
104264	09/15/2023			CUSHMAN CONTRACTING CORPORATION	\$696,531.25
	Invoice	Date	Description		Amount
	CCC#01	09/01/2023	August Wharf Resiliency and Public Access Proje 1200 - Capital Improvement Fund		\$696,531.25
104265	09/15/2023			D & G SANITATION	\$3,247.04
	Invoice	Date	Description		Amount
	300825	08/31/2023	Skate park hand wash station, portable toilets		\$501.78
	300827	08/31/2023	Wharf portable toilets		\$2,021.13
	300826	08/31/2023	Lower parking lot portable toilet rental		\$724.13
			1000 - General Fund	\$1,225.91	
			1311 - Wharf	\$2,021.13	
104266	09/15/2023			DFA Actuaries LLC	\$1,000.00
	Invoice	Date	Description		Amount
	202309111650	09/11/2023	GASB 75 supplemental disclosure		\$1,000.00

## City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104267	09/15/2023			DIAMOND D COMPANY	\$22,520.75
	Invoice	Date	Description		Amount
	5269	05/10/2023	Kennedy Dr sidewalk		\$7,816.00
	5289#2	07/13/2023	Extra railing and guard		\$75.00
	5288#2	07/13/2023	Install new wooden staircase at the corner of Parl		\$425.00
	5272#2	05/31/2023	Kennedy sidewalk project		\$1,674.06
	5273	05/31/2023	Kennedy sidewalk project		\$3,500.00
	5268#2	05/10/2023	Kennedy sidewalk project		\$5,650.69
	DiamondDCO#3	06/05/2023	Patch Back for Sidewalk		\$3,380.00
			1200 - Capital Improvement Fund		
104268	09/15/2023			DOCTORS ON DUTY	\$157.50
	Invoice	Date	Description		Amount
	DOD090423	09/04/2023	New employee testing & exams		\$157.50
104269	09/15/2023			DOS BROS	\$500.00
	Invoice	Date	Description		Amount
	DB091523	09/15/2023	Food Truck Friday Performance 9/15		\$500.00
104270	09/15/2023			ELEVATOR SERVICE COMPANY INC.	\$200.00
	Invoice	Date	Description		Amount
	43223	09/01/2023	Quarterly lube and inspection		\$200.00
104271	09/15/2023			EWING IRRIGATION	\$482.25
	Invoice	Date	Description		Amount
	20290510	08/09/2023	PVC tubes, pipes, trench shovel		\$51.56
	20279694	08/08/2023	Shovels, soil		\$128.45
	20327610	08/14/2023	Staking flags, tape		\$18.24
	20455637	08/29/2023	PVC pipes, couplings, tubes, primer		\$284.00
104272	09/15/2023			FLYERS ENERGY LLC	\$9,943.80
	Invoice	Date	Description		Amount
	23-908325	08/31/2023	380 gallons diesel		\$2,129.31
	23-909733	09/01/2023	866 gallons gasoline		\$4,602.41
	23-913999	09/07/2023	392 gallons gasoline		\$2,096.37
	23-913998	09/07/2023	19 Gallons diesel		\$1,115.71
104273	09/15/2023			GALLS LLC	\$383.61
	Invoice	Date	Description		Amount
	025405717	08/17/2023	Uniform Ballcaps and Pants		\$352.77
	025446956	08/22/2023	Uniform Ballcaps		\$30.84
104274	09/15/2023			GARDAWORLD	\$387.31
	Invoice	Date	Description		Amount
	10752200	09/01/2023	September 2023 Armored Transportation Service		\$387.31

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104275	09/15/2023			GERALD JENSEN	\$4,355.31
	Invoice	Date	Description		Amount
	RACK082323	08/23/2023	Random Acts of Kindness reimbursement - reinst		\$4,355.31
104276	09/15/2023			GINA ENRIQUEZ	\$3,640.70
	Invoice	Date	Description		Amount
	GE090323	09/03/2023	Instructor payment		\$3,640.70
104277	09/15/2023			GOVERNMENT TRAINING AGENCY	\$549.00
	Invoice	Date	Description		Amount
	65725	07/10/2023	528 Intermediate Traffic Collision Investigation Cc		\$549.00
104278	09/15/2023			HINDERLITER DELLAMAS AND ASSOCIATES	\$2,500.00
	Invoice	Date	Description		Amount
	SIN028758	05/31/2023	May services for Cannabis Management Program		\$2,500.00
104279	09/15/2023			HO KUK MU SUL CORPORATION	\$300.30
	Invoice	Date	Description		Amount
	HKMSC090323	09/03/2023	Instructor payment		\$300.30
104280	09/15/2023			HOME DEPOT CREDIT SERVICES	\$1,650.76
	Invoice	Date	Description		Amount
	5522884	08/25/2023	Grinder, saw blade		\$110.54
	9634121	08/31/2023	Hand trolley		\$87.18
	4611476	09/05/2023	Spray bottle, mouse traps, screwdriver set		\$87.03
	9620475	08/31/2023	Sakrete play sand		\$45.58
	1612038	09/08/2023	Electric tape, batteries, screwdriver set		\$124.12
	7522537	08/23/2023	Waterproof storage bin		\$43.51
	3633700	08/27/2023	Lockwasher, brush set, bolts		\$109.59
	0646126	08/30/2023	Screws, collars, stack boot		\$52.03
	1634794	09/08/2023	Electrical tape, screwdriver		\$35.24
	8610472	09/01/2023	Piping supplies, pipes		\$236.80
	9610229	08/31/2023	Mop refill, cactus, precision scissors		\$69.61
	7622484	09/02/2023	Trash bins		\$230.24
	9524000	08/31/2023	Trash cans		\$419.29
104281	09/15/2023			HUMBOLDT PETROLEUM LLC	\$34.00
	Invoice	Date	Description		Amount
	INV-092981	08/31/2023	Carwash Closing Date 8/31/2023		\$34.00
104282	09/15/2023			INTERSTATE BATTERY SYSTEM OF SAN JOSE INC	\$298.19
	Invoice	Date	Description		Amount
	120129946	08/28/2023	Batteries		\$298.19



## City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104283	09/15/2023			KATHLEEN BROWN	\$195.00
	Invoice	Date	Description		Amount
	KB090323	09/03/2023	Instructor payment		\$195.00
104284	09/15/2023			KBA Document Solutions LLC	\$16.41
	Invoice	Date	Description		Amount
	55Y1395910	09/01/2023	City Hall copier usage charges		\$8.28
	55Y1387874	08/01/2023	City Hall copier usage charges		\$8.13
			2211 - ISF - Information Technology		
104285	09/15/2023			LABORMAX STAFFING	\$9,430.58
	Invoice	Date	Description		Amount
	26-327531	09/01/2023	Public works seasonal labor 8/26 - 9/1		\$4,138.98
	26-329236	09/08/2023	Public works seasonal labor 9/1 - 9/8		\$5,291.60
104286	09/15/2023			LAURA ALIOTO	\$360.00
	Invoice	Date	Description		Amount
	LA090323	09/03/2023	Instructor payment		\$360.00
104287	09/15/2023			LEHR AUTO ELECTRIC & EMERGENCY EQUIPMENT	\$3,278.56
	Invoice	Date	Description		Amount
	SI91443	08/22/2023	Tablet/Modular Mount		\$3,278.56
104288	09/15/2023			LINDE GAS & EQUIPMENT INC.	\$331.14
	Invoice	Date	Description		Amount
	38004964	08/31/2023	Welding supplies		\$331.14
104289	09/15/2023			MASTER CLEANERS	\$1,002.16
	Invoice	Date	Description		Amount
	MC090523	09/05/2023	August 2023 Uniform Cleaning		\$1,002.16
104290	09/15/2023			METRO MOBILE COMMUNICATIONS	\$5,535.54
	Invoice	Date	Description		Amount
	46306	09/06/2023	Radio install for 2023 BMW Motorcycle		\$5,535.54
			2212 - ISF - Equipment Replacement		
104291	09/15/2023			MID COUNTY AUTO SUPPLY	\$32.09
	Invoice	Date	Description		Amount
	M-2285709	08/31/2023	Wrench set		\$32.09
104292	09/15/2023			MISSION LINEN SUPPLY	\$256.40
	Invoice	Date	Description		Amount
	519989688	09/06/2023	Fleet towels, uniform cleaning		\$34.50
	519989689	09/06/2023	Corp. Yard linen service		\$140.78
	519973881	09/04/2023	Community Center mop and mat service		\$81.12

## City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104293	09/15/2023			MISSION PRINTERS	\$368.70
	Invoice	Date	Description	Amount	
	64553	09/08/2023	Windowed envelopes	\$368.70	
104294	09/15/2023			MIWALL CORPORATION	\$1,506.51
	Invoice	Date	Description	Amount	
	1012245	08/22/2023	Range Supplies	\$1,506.51	
104295	09/15/2023			MV TRANSPORTATION INC.	\$14,880.00
	Invoice	Date	Description	Amount	
	125004	09/01/2023	August shuttle service	\$14,880.00	
104296	09/15/2023			NIGEL BELTON	\$1,330.00
	Invoice	Date	Description	Amount	
	2850	09/01/2023	Consulting Arborist Services - 47th Ave & Emeral	\$1,330.00	
104297	09/15/2023			O'REILLY AUTO PARTS	\$524.25
	Invoice	Date	Description	Amount	
	2589-413811	07/24/2023	Battery	\$208.83	
	OPCM-57095	09/06/2023	Payment credit memo, overpayment	(\$79.23)	
	2763-380287	08/31/2023	Alternator	\$394.65	
104298	09/15/2023			OCEAN HONDA	\$210.00
	Invoice	Date	Description	Amount	
	H0CS642151	09/01/2023	Drive cycle set	\$210.00	
104299	09/15/2023			OUTDOOR SUPPLY HARDWARE	\$491.10
	Invoice	Date	Description	Amount	
	I07596	08/31/2023	Bulk Fasteners, yellow spray paint, supplies	\$158.04	
	I11711	09/07/2023	Sponge, scrub brush, scraper, spray cleaner	\$42.35	
	I07145	08/30/2023	Bulk Fasteners	\$74.23	
	H98719	08/15/2023	Post driver	\$41.41	
	I04217	08/25/2023	Carpenter pencil, saw blade, tape, screws	\$88.21	
	H98427	08/14/2023	Plastic scrubber, fantastic spray, scraper	\$22.09	
	H90952	08/01/2023	Fence post	\$29.92	
	H90453	07/31/2023	Blades, lawn edger	\$34.85	
104300	09/15/2023			PACIFIC GAS & ELECTRIC	\$12.03
	Invoice	Date	Description	Amount	
	PGE091123-acct0	09/11/2023	Wharf Road Rispin Mansion utilities	\$12.03	

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104301	09/15/2023			PALACE BUSINESS SOLUTIONS	\$82.61
	Invoice	Date	Description		Amount
	688696-0	08/03/2023	Sheet labels		\$22.01
	689454-0	08/10/2023	Keyboard		\$30.86
	688121-0	08/01/2023	Yearly Calendar		\$29.74
			1000 - General Fund	\$51.75	
			2211 - ISF - Information Technology	\$30.86	
104302	09/15/2023			RACHEL TATE	\$102.04
	Invoice	Date	Description		Amount
	RT091323	09/13/2023	Posture Corrector, desk stepper		\$102.04
			1000 - General Fund	\$25.23	
			1300 - SLESF - Supl Law Enfc	\$76.81	
104303	09/15/2023			ROBERT M PATTERSON	\$200.00
	Invoice	Date	Description		Amount
	RMP090623	09/06/2023	Administrative Reviews Billing Statement 9/6/2023		\$200.00
104304	09/15/2023			RRM DESIGN GROUP	\$19,832.25
	Invoice	Date	Description		Amount
	2757-01-0623	07/17/2023	June Capitola Housing Element Update Services		\$6,773.75
	3105-01-0823	09/13/2023	August Capitola Wharf Rehabilitation Assistance		\$13,058.50
			1311 - Wharf	\$13,058.50	
			1313 - General Plan Update and Maint	\$6,773.75	
104305	09/15/2023			SAFE LIFE DEFENSE LLC	\$571.62
	Invoice	Date	Description		Amount
	32308539	08/31/2023	532 Bulletproof Vest		\$571.62
104306	09/15/2023			SAN LORENZO LUMBER	\$946.35
	Invoice	Date	Description		Amount
	56-0131059	08/30/2023	Ornamentals		\$569.07
	55-0829498	08/26/2023	Lumber crayons, think wheel, saw blade, leg set		\$303.21
	55-0830813	08/31/2023	Timber screws		\$14.51
	55-0830126	08/29/2023	Washers, screws, wrench, nuts		\$59.56

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104307	09/15/2023			SANTA CRUZ AUTO PARTS INC.	\$777.02
	Invoice	Date	Description		Amount
	14508-477750	08/28/2023	Performance gravity refill kit		\$44.48
	14508-477604	08/25/2023	Performance gravity refill kit, spray cup		\$186.04
	14508-477564	08/25/2023	Valve lifter		\$345.06
	14508-477567	08/25/2023	Wiper blades, gloves		\$152.16
	14508-477636	08/25/2023	Valve lifter return		(\$345.06)
	14508-478257	09/05/2023	Yellow tape, spray guns, paint, base reducer		\$244.51
	14508-478251	09/05/2023	Paint sprayers return credit		(\$44.48)
	14508-478252	09/05/2023	Paint sprayer, spray gun return credit		(\$186.04)
	14508-478254	09/05/2023	Permatex ultra black gasket maker, brake pads		\$76.58
	14508-478461	09/06/2023	Platinum glaze body filler, yellow spreaders		\$57.60
	14508-478298	09/05/2023	Lid & Liner kit		\$156.63
	14508-478538	09/07/2023	Prime guard, wiper blades, hose clamp		\$94.55
	14508-478539	09/07/2023	Prime guard, wiper blades, hose clamp		\$89.54
	14508-478540	09/07/2023	Prime guard, wiper blades, hose clamp return cre		(\$94.55)
104308	09/15/2023			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$11,944.00
	Invoice	Date	Description		Amount
	SCCO083123	08/31/2023	August citation processing		\$11,944.00
104309	09/15/2023			SANTA CRUZ COUNTY HUMAN SERVICES DEPT	\$39,950.00
	Invoice	Date	Description		Amount
	JURD-23-2	08/30/2023	Homeless action partnership cost share		\$39,950.00
			1000 - General Fund	\$8,425.00	
			5552 - Cap Hsg Succ- Program Income	\$31,525.00	
104310	09/15/2023			SANTA CRUZ LIVE SCAN INC.	\$60.00
	Invoice	Date	Description		Amount
	2637	09/01/2023	New hire live scans		\$60.00
104311	09/15/2023			SANTA CRUZ SENTINEL	\$1,040.00
	Invoice	Date	Description		Amount
	0001386725	09/06/2023	August legal notices		\$1,040.00
104312	09/15/2023			SCOTT NEWTON	\$909.09
	Invoice	Date	Description		Amount
	SN091223	09/12/2023	Wellness Grant Funded Expense - Ebike		\$909.09
104313	09/15/2023			SECURITY CONTRACTOR SERVICES, INC	\$187.50
	Invoice	Date	Description		Amount
	0312797-IN	07/18/2023	Fence rental Capitola Ave & San Jose Ave		\$450.00
	A312797-CM	09/13/2023	Early Partial Return		(\$262.50)

## City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104314	09/15/2023			SHANTA SHENOY	\$715.00
	Invoice	Date	Description		Amount
	SS090323	09/03/2023	Instructor payment		\$715.00
104315	09/15/2023			SOQUEL CREEK WATER DISTRICT	\$106.41
	Invoice	Date	Description		Amount
	13-10919-0082823	08/28/2023	13-10919-00 2000 Wharf Road water service		\$52.34
	34-18508-0082823	08/28/2023	34-18508-00 1510 McGregor Drive water service		\$54.07
104316	09/15/2023			SOUTH BAY REGIONAL TRAINING	\$4,893.00
	Invoice	Date	Description		Amount
	158361	09/11/2023	520 Driver Training Instructor Course		\$4,893.00
104317	09/15/2023			STAPLES ADVANTAGE	\$245.10
	Invoice	Date	Description		Amount
	3545741392	08/25/2023	Air fan		\$58.54
	3545639813	08/24/2023	Air fan		\$55.90
	3545286630	08/18/2023	File Folders, Pens and Dust-Off		\$130.66
104318	09/15/2023			STATE STEEL COMPANY	\$1,077.18
	Invoice	Date	Description		Amount
	128189	08/29/2023	Round tubing, welded tab, v-groove wheels, steel		\$1,077.18
104319	09/15/2023			SUMMIT UNIFORMS	\$952.66
	Invoice	Date	Description		Amount
	2182	08/31/2023	532 Uniforms		\$952.66
104320	09/15/2023			T MOBILE	\$302.40
	Invoice	Date	Description		Amount
	TM090723	09/07/2023	Monthly cell phone usage - acct # 989440968		\$302.40
104321	09/15/2023			THE CHRISTMAS LIGHT PROS OF MONTEREY	\$1,100.00
	Invoice	Date	Description		Amount
	3500	08/30/2023	Remove lights on 9 palm trees and repaired lights 1321 - BIA - Capitola Village-Wharf BIA		\$1,100.00
104322	09/15/2023			THE CLEANING MACHINE INC.	\$8,850.00
	Invoice	Date	Description		Amount
	6642	08/30/2023	Village sidewalk cleaning		\$2,950.00
	6643	07/12/2023	Village sidewalk cleaning		\$2,950.00
	6641	08/16/2023	Village sidewalk cleaning		\$2,950.00
104323	09/15/2023			THE HOME DEPOT PRO	\$1,995.95
	Invoice	Date	Description		Amount
	763248036	09/01/2023	Cleaning supplies		\$1,995.95

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104324	09/15/2023			TRAFFIC LOGIX CORPORATION	\$293.91
	Invoice	Date	Description		Amount
	SIN22075	09/08/2023	Speed tracker pole mount bracket set		\$293.91
104325	09/15/2023			TRANSPARENTSEA MEDIA CO.	\$2,668.00
	Invoice	Date	Description		Amount
	00034	09/01/2023	September BIA marketing, website management, 1321 - BIA - Capitola Village-Wharf BIA		\$2,668.00
104326	09/15/2023			TRANSPORTATION ALLIANCE BANK INC.	\$1,320.62
	Invoice	Date	Description		Amount
	679331	08/30/2023	GB set (4), filaments 1310 - Gas Tax		\$1,320.62
104327	09/15/2023			TRIAD ELECTRIC INC.	\$39,960.00
	Invoice	Date	Description		Amount
	9072301	09/07/2023	City Hall & PD backup generator 1200 - Capital Improvement Fund		\$39,960.00
104328	09/15/2023			TYLER BUSINESS FORMS	\$417.17
	Invoice	Date	Description		Amount
	85750	09/08/2023	1099-NEC Forms, window envelopes		\$417.17
104329	09/15/2023			UNITED STATES LIFESAVING ASSOCIATION	\$500.00
	Invoice	Date	Description		Amount
	3637	09/12/2023	USLA Agency Certification - fall 2023		\$500.00
104330	09/15/2023			UNITED STATES POSTAL SERVICE	\$1,344.00
	Invoice	Date	Description		Amount
	1314	08/24/2023	2023 Late Summer 2023 postage permit #7013 2210 - ISF - Stores Fund		\$1,344.00
104331	09/15/2023			UPS	\$46.49
	Invoice	Date	Description		Amount
	0000954791323	08/12/2023	Shipping Costs		\$34.51
	0000954791353	09/02/2023	Shipping Costs		\$11.98
104332	09/15/2023			US BANK EQUIPMENT FINANCE	\$725.55
	Invoice	Date	Description		Amount
	509703104	09/22/2023	City Hall Copier Lease		\$315.01
	510063084	09/04/2023	Recreation Center		\$205.61
	510063555	09/05/2023	PD copier lease		\$204.93
			1000 - General Fund	\$410.54	
			2210 - ISF - Stores Fund	\$315.01	

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
104333	09/15/2023			US BANK PARS Acct 6746022400	\$1,330.60
	Invoice	Date	Description	Amount	
	PARS090823	09/08/2023	PARS contributions PPE 9/2/23	\$1,330.60	
			1001 - Payroll Payables		
104334	09/15/2023			VITAL RECORDS HOLDING LLC	\$3,267.83
	Invoice	Date	Description	Amount	
	3773440SNS1	08/31/2023	August record storage	\$3,267.83	
104335	09/15/2023			WATSONVILLE FORD	\$51,129.75
	Invoice	Date	Description	Amount	
	FT23298-090523	09/05/2023	2023 F-250 Truck	\$51,129.75	
			2212 - ISF - Equipment Replacement		
104336	09/15/2023			WITMER TYSON IMPORTS INC.	\$1,549.05
	Invoice	Date	Description	Amount	
	T15064	09/03/2023	July 2023 K-9 Maintenance Training and Carrots	\$799.05	
	T15065	09/03/2023	August 2023 K-9 Maintenance Training	\$750.00	
104337	09/15/2023			ZEP SALES & SERVICE	\$339.63
	Invoice	Date	Description	Amount	
	9008925361	08/29/2023	Zep write away - graffiti cleaner	\$339.63	
104338	09/15/2023			Esquivel, Samantha	\$36.00
	Invoice	Date	Description	Amount	
	SE091223	09/12/2023	Citation # 900126643	\$36.00	
104339	09/15/2023			Vega, Anna	\$36.00
	Invoice	Date	Description	Amount	
	AV091223	09/12/2023	Citation # 544125026	\$36.00	
104340	09/15/2023			VISION COMMUNICATIONS CO	\$20,495.77
	Invoice	Date	Description	Amount	
	0758361-IN	02/14/2023	Radio System Upgrade	\$20,495.77	
			2212 - ISF - Equipment Replacement		
104341	09/15/2023			FOLSOM LAKE FORD	\$42,592.87
	Invoice	Date	Description	Amount	
	230941	09/14/2023	2023 Mustang Mach E	\$42,592.87	
			2212 - ISF - Equipment Replacement		
Type Check Totals:					\$1,160,450.67

# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
<u>EFT</u>					
1593	09/11/2023			CalPERS Member Services Division	\$62,515.28
	Invoice	Date	Description		Amount
	1002452151-4	09/08/2023	PERS contributions PPE 9/2/23		\$62,515.28
			1000 - General Fund	\$0.36	
			1001 - Payroll Payables	\$62,514.92	
1594	09/11/2023			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,424.79
	Invoice	Date	Description		Amount
	0-880-197-648	09/08/2023	State taxes PPE 9/2/23		\$10,424.79
			1001 - Payroll Payables		
1595	09/11/2023			INTERNAL REVENUE SERVICE	\$34,893.34
	Invoice	Date	Description		Amount
	23774823	09/08/2023	Federal taxes & Medicare PPE 9/2/23		\$34,893.34
			1001 - Payroll Payables		
1596	09/11/2023			STATE DISBURSEMENT UNIT	\$1,662.91
	Invoice	Date	Description		Amount
	45394584	09/08/2023	Employee garnishments PPE 9/2/23		\$1,662.91
			1001 - Payroll Payables		
1597	09/11/2023			VOYA FINANCIAL	\$7,010.94
	Invoice	Date	Description		Amount
	VOYA090823	09/08/2023	Employee 457 contributions PPE 9/2/23		\$7,010.94
			1001 - Payroll Payables		
1598	09/12/2023			INTERNAL REVENUE SERVICE	\$68.23
	Invoice	Date	Description		Amount
	85425968	09/10/2023	Federal taxes & Medicare employee final paychec		\$68.23
			1001 - Payroll Payables		
Type EFT Totals:					\$116,575.49



# City Checks Issued September 15, 2023

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
<b>Main City Totals</b>				<b>Count</b>	<b>Total</b>
Checks				103	\$1,160,450.67
EFTs				6	\$116,575.49
All				109	\$1,277,026.16
<b>Payroll Totals</b>					
Checks				3	\$1,540.12
EFTs				114	\$199,439.14
All				117	\$200,979.26
<b>Grand Totals:</b>					
Checks				106	\$1,161,990.79
EFTs				120	\$316,014.63
All				226	\$1,478,005.42

# Capitola City Council

## Agenda Report



**Meeting:** October 12, 2023  
**From:** City Manager Department  
**Subject:** Tobacco Waste

**Recommended Action:** Adopt a resolution recognizing tobacco waste as a public health and environmental threat.

**Background:** On May 16, 2023, the County of Santa Cruz Board of Supervisors passed a resolution recognizing tobacco product waste as a public health and environmental threat; in 2021, both the Santa Cruz and Watsonville City Councils passed similar resolutions.

In 2019, the Capitola City Council banned the sale of all flavored tobacco products, including menthol.

On September 28, 2023, Vice Mayor Brown requested that staff bring forward a resolution for City Council consideration that declares tobacco product waste as a health and environmental threat.

**Discussion:** Cigarette filters (butts) are the number one item found on California beaches, including Capitola Beach, where they are washed into Monterey Bay and contribute to a common form of litter in the world's oceans. Cigarette butts contain cellulose acetate, a non-biodegradable plastic, which breaks down into microplastics and bioaccumulates in marine organisms. Cigarette filters are also toxic waste, leaching dangerous chemicals such as arsenic and nicotine into the environment. Improperly discarded cigarette butts can poison small children, pets, wildlife, and marine life, and are a fire hazard. Cigarette butts do not actually filter out harmful chemicals from cigarette smoke and provide no demonstrated health benefits to smokers.

Emerging forms of tobacco waste include electronic cigarettes or vaping devices, and the e-juice, cartridges, batteries, and accessories associated with them. Tobacco waste is a health equity issue, disproportionately found in lower-income communities and communities of color.

The City of Capitola is dedicated to combatting all forms of waste, including cigarette filters, along Capitola Beach. This year, Capitola entered a formal contract with the local nonprofit Save Our Shores, which includes quarterly beach cleanups. After each cleanup event, Save Our Shores will submit data to City staff outlining amounts and types of waste collected, allowing us to track our community's progress in eliminating and/or properly disposing of waste before it is left on the beach. The City also has cigarette butt receptacles installed on Capitola Wharf, in our public parking lots, along the Riverview pathway, and throughout Capitola Village to encourage smokers to properly dispose of cigarette butts.

**Fiscal Impact:** None.

### Attachments:

1. Resolution

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

**Reviewed By:** Julia Gautho, City Clerk

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
RECOGNIZING TOBACCO WASTE AS A PUBLIC HEALTH AND ENVIRONMENTAL  
THREAT**

**WHEREAS**, cigarette butts are the most littered item on Santa Cruz County’s riverways and beaches, where they are washed into the Monterey Bay and contribute to a common form of litter in the world’s oceans; and

**WHEREAS**, cigarette butts are an unsightly blight on City of Capitola sidewalks, parks, playgrounds, recreation trails, Capitola Beach, and other public spaces; and

**WHEREAS**, Since 2018, local nonprofit Save Our Shores has collected 116,748 cigarette butts from Monterey Bay beaches, open spaces, and public areas; and

**WHEREAS**, cigarette butts are made of cellulose acetate, a non-biodegradable plastic, which breaks down into microplastics and bioaccumulates in marine organisms; and

**WHEREAS**, cigarette butts are not just litter but toxic waste, leaching dangerous chemicals such as lead, arsenic, and nicotine into the environment; and

**WHEREAS**, improperly discarded cigarette butts can poison small children, pets, wildlife, and marine life; and

**WHEREAS**, improperly discarded cigarette butts are a fire hazard, responsible for burning 88,898 acres in California since 1980; and

**WHEREAS**, cigarette butts do not actually filter out harmful chemicals from cigarette smoke and provide no demonstrated health benefits to smokers; and

**WHEREAS**, emerging forms of tobacco waste include electronic cigarettes or vaping devices, and the e-juice, cartridges, batteries, and accessories associated with them; and

**WHEREAS**, tobacco waste is a health equity issue, disproportionately found in lower income communities and communities of color; and

**WHEREAS**, Big Tobacco takes no responsibility for its toxic waste, forcing the physical and financial burden of cleanup onto local government agencies and volunteer organizations; and

**WHEREAS**, previous approaches including anti-litter laws, anti-smoking signage, increased waste disposal containers, and robust cleanup efforts have failed to solve the problem.

**NOW, THEREFORE, BE IT RESOLVED**, that the Capitola City Council hereby recognizes and declares tobacco waste a public health and environmental threat to the residents of the City of Capitola.

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola, California, at a regular meeting held this 12<sup>th</sup> day of October, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

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

ATTEST:

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

# Capitola City Council

## Agenda Report

**Meeting:** October 12, 2023  
**From:** Finance Department  
**Subject:** Donations Report



**Recommended Action:** Receive the FY 2022-23 Annual Donations and Contributions Report.

**Background:** In July 2013, the City implemented Administrative Policy III-15, which authorizes the City Manager to accept and appropriate donations or grants of \$5,000 or less to support existing City projects and programs. Attachment 1 shows donations and contributions for the period July 2022 through June 2023.

**Discussion:** Between July 2022 and June 2023, the City received a total of \$79,739.24 in donations and contributions. Of the total, \$39,739.24 had values of \$5,000 or less. These contributions included support for the Museum, Junior Guards scholarships, food truck event sponsorship, Plein Air, and the summer twilight concert series. In addition, the City received \$40,000 in donations and contributions with values greater than \$5,000. These contributions supported maintenance of the bike park at McGregor Park and afterschool Recreation program scholarships.

During this period, the City also received \$485,935.43 in state and federal grants (Attachment 2). Included was \$1,419.12 for bulletproof vests, \$18,161.24 for alcoholic beverage control activity reimbursement, \$20,000 for Police Department wellness reimbursements, \$64,029 for the Inclusionary Housing Ordinance update and Nexus study, \$120,837 for the accessory dwelling unit program, \$27,616.13 for the Wharf Rehabilitation Project, \$65,000 for the Housing Element update, and \$168,872.94 for Coronavirus relief and public assistance.

**Fiscal Impact:** The City of Capitola benefits greatly from the generosity of individual citizens, local businesses, non-profit agencies, and others. During FY 2022-23, the City received \$565,674.67 in donations, contributions, and grant funding.

**Attachments:**

1. Donations
2. Grants

**Report Prepared By:** Leda Laidlaw-Hunter, Accountant I

**Reviewed By:** Jim Malberg, Finance Director; Julia Moss, City Clerk

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

**City of Capitola Grants**  
**July 2022 - June 2023**

<b>Date</b>	<b>From</b>	<b>Description</b>	<b>Amount</b>
9/20/2022	US Treasury	Bulletproof Vest Partnership grant	\$ 1,419.12
Various	Sate of CA	ABC grant - OT, travel, & meal reimbursement	\$ 18,161.24
4/27/2023	State & Community Corrections	Wellness grant - equipment, membership, & counseling reimbursements	\$ 20,000.00
4/20/2023	State of CA	LEAP grant - Update Inclusionary Housing Ordinance & Nexus Study	\$ 64,029.00
5/11/2023	CA Housing & Community Development	SB2 grant - ADU program	\$ 120,837.00
9/1/2022	CA Coastal Conservancy	Wharf Rehabilitation grant	\$ 27,616.13
Various	AMBAG	REAP grant - Housing Element Update	\$ 65,000.00
Various	CA Housing & Community Development	CDBG grant - Coronavirus relief & public assistance	\$ 168,872.94
			\$ 485,935.43

**City of Capitola**  
**Donations & Contributions**  
**July 2022 - June 2023**

Date	From	Description	Amount
<u>DONATIONS &amp; CONTRIBUTIONS \$5,000 AND UNDER</u>			
Various	Various	Museum donations	\$ 10,089.24
5/11/2023	Public Safety Foundation	Jr Guards Scholarhips	\$ 5,000.00
8/4/2022	Public Safety Foundation	Jr Guards Scholarhips	\$ 4,250.00
			<u>\$ 9,250.00</u>
5/4/2023	Aspromonte Hotels	Event Sponsor - Food Truck	\$ 1,000.00
5/4/2023	Capitola By-The-Sea Inn & Suites	Event Sponsor - Food Truck	\$ 1,000.00
			<u>\$ 2,000.00</u>
9/7/2022	Aspromonte Hotels	Plein Air	\$ 800.00
9/7/2022	Capitola By-The-Sea Inn & Suites	Plein Air	\$ 800.00
9/22/2022	Gayle's Bakery	Plein Air	\$ 1,000.00
			<u>\$ 2,600.00</u>
10/27/2022	Swenson Builders	Twilight Concerts	\$ 2,500.00
5/4/2023	Devcon Construction	Twilight Concerts	\$ 1,800.00
5/4/2023	Tai K. & Maria D. Boutell	Twilight Concerts	\$ 900.00
5/4/2023	Jessica Wallace Properties	Twilight Concerts	\$ 900.00
5/4/2023	Dianne L Gallagher Pereira & Stephen J Pereira	Twilight Concerts	\$ 1,800.00
5/11/2023	Laverne Collins	Twilight Concerts	\$ 1,800.00
5/25/2023	MGP XI REIT	Twilight Concerts	\$ 1,800.00
6/22/2023	Capitola Beach Suites	Twilight Concerts	\$ 1,800.00
			<u>\$ 13,300.00</u>
5/4/2023	Pizza My Heart	Movies at the Beach	\$ 2,500.00
		TOTAL \$5,000 AND UNDER	<u>\$ 39,739.24</u>
<u>DONATIONS &amp; CONTRIBUTIONS OVER \$5,000</u>			
1/5/2023	Soquel Unified Elementary School District	Afterschool Program Scholarships	\$ 20,000.00
8/4/2022	Rudolph Monte Foundation	Skate Park Donation	\$ 20,000.00
		TOTAL OVER \$5,000	<u>\$ 40,000.00</u>
		<b>GRAND TOTAL</b>	<b><u><u>\$ 79,739.24</u></u></b>

# Capitola City Council

## Agenda Report

**Meeting:** October 12, 2023

**From:** Public Works Department

**Subject:** Master Agreement for State-Funded Transportation Projects



**Recommended Action:** Adopt a resolution authorizing the City Manager to execute Agreement No. 05-5304S21 with the California Department of Transportation to continue to receive State funds for transportation related projects and authorizing the Public Works Director to execute all program supplement agreements as required by Agreement No. 05-5304S21.

**Background:** The State of California Department of Transportation (CalTrans) requires agencies to operate under a State Master Agreement to receive funding for transportation projects. As projects are identified as being eligible for funding, project-specific program supplement agreements are executed to designate funding.

The City of Capitola has an existing State Master Agreement (No. 00245S) with Caltrans, which allows the City to receive reimbursement on a number of State-funded projects. The agreement has been in effect since October 28, 2015. To continue receiving State funding and reimbursements for certain transportation projects, authorization of a new master agreement is necessary.

**Discussion:** Under the proposed master agreement, project-specific program supplements are issued that become the contractual basis for Caltrans to reimburse the City for State-funded transportation projects. Program supplements define the scope of work and reimbursement limits and must be separately executed to receive the funds. The proposed resolution will authorize the execution of the Master Agreement with CalTrans and will authorize the Public Works Director to execute future program supplement agreements.

**Fiscal Impact:** There is no fiscal impact associated with this action.

**Attachments:**

1. Master Agreement – Administering Agency-State Agreement for State-Funded Projects
2. Resolution

**Report Prepared By:** Jessica Kahn, Public Works Director

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

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



MASTER AGREEMENT  
ADMINISTERING AGENCY-STATE AGREEMENT  
STATE-FUNDED PROJECTS

05            City of Capitola  
-----  
District     Administering Agency

Agreement No. 05-5304S21

This AGREEMENT, is entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Capitola, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and
2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and
3. WHEREAS, said PROJECT will not receive any federal funds; and
4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.
2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.
3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.
5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.
7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.
8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).
9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P), preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a

fully qualified and licensed engineer. Utilization of consultants does not relieve the ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for

PROJECT free and clear of liens, conflicting easements, obstructions encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY. Item 7 E.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

### ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not

being properly operated and maintained and ADMINISTERING AGENCY has satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

Item 7 E.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

#### ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of

indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE. Item 7 E.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326 Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.



22. ADMINISTERING AGENCY acknowledges that the signatory party represents ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

Item 7 E.

## ARTICLE V

### AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over \$25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for AE Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of THIS AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable, any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pendency of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or

jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c) otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

City of Capitola

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Chief, Office of Project Management  
Oversight  
Division of Local Assistance

\_\_\_\_\_  
\_\_\_\_\_

City of Capitola

Representative Name & Title  
(Authorized Governing Body  
Representative)

Date \_\_\_\_\_

Date \_\_\_\_\_

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 12900 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement

and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of Agreement. Item 7 E.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AUTHORIZING THE EXECUTION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION MASTER AGREEMENT NO. 05-5304S21**

**WHEREAS**, the City is eligible to receive reimbursement from the State of California for state funded local projects, such as projects funded from the State Highway Account, subject to execution of a Master Agreement between the City (as an Administering Agency) and the State Department of Transportation (CalTrans), entitled “Administering Agency- State Agreement for State-Funded Projects.”

**WHEREAS**, the last such Master Agreement entered into by the City was executed in October of 2015, and CalTrans now requires that the City enter into an updated version of the Master Agreement due to changes in laws and policies since the time of the last agreement.

**WHEREAS**, the Administering Agency-State Master Agreement No. 05-5304S21 for State-Funded Projects, followed by a Program Supplement Agreement, will permit the City to receive State funds for a designated project.

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

1. The Administering Agency-State Master Agreement No. 05-5304S21 for State-Funded Projects is hereby approved, the City Manager is hereby authorized to execute and the City Clerk to attest to the execution of the agreement, and the City Clerk is further authorized to deliver the executed agreement, together with a certified copy of this Resolution, to the State of California.
2. The Public Works Director is hereby authorized to execute all Program Supplement Agreements required by Revised Master Agreement No. 05-5304S21.

**I HEREBY CERTIFY** that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 12<sup>th</sup> day of October, 2023, by the following vote:

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

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

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



# Capitola City Council

## Agenda Report

**Meeting:** October 12, 2023

**From:** Police Department

**Subject:** Body-Worn Cameras and Tasers



**Recommended Action:** Authorize the City Manager to execute a 5-year agreement with AXON in an amount not to exceed \$336,500 to purchase body-worn cameras and tasers; and authorize the surplus of current inventory of tasers and body cameras.

**Background:** The Police Department is committed to providing the highest level of policing services to the community. Body-worn and fleet cameras systems have been used for many years and are the industry standard for most police agencies. The camera systems provide video evidence of any interactions with the public and help achieve a higher level of trust and accountability between the department and the community.

Capitola's Police Department was the first agency in Santa Cruz County to acquire body-worn cameras. Since the program's inception, the City has employed Motorola Solutions body-worn cameras, supplied by Watchguard. These body-worn cameras (BWC) and fleet camera systems were initially procured in 2015 through funding from the State Supplemental Law Enforcement Services Fund (SLESF).

Typically, a body-worn camera has a lifespan of three years, while vehicle cameras coincide with the vehicle's lifespan (3-5 years). Data from these cameras is stored locally, but challenges arise due to limited storage, high costs, and service continuity issues. Staff is seeking a suitable data storage vendor capable of managing the collected data and providing ongoing technical support.

Although individual cameras have been replaced as needed, the City's current inventory of Motorola BWC and fleet cameras needs to be replaced and updated. Motorola notified the Police Department that they can no longer provide repairs or replacements for the City's current BWC and fleet camera systems.

Tasers, essential tools for officer safety and de-escalation, are used by all Capitola officers. The current inventory of Axon "Taser 2" devices has surpassed its service life and is no longer under warranty, prompting the need for replacement. Tasers are effective in incapacitating individuals, facilitating safe detainment, and contributing to the force's decision matrix for de-escalation strategies.

**Discussion:** Staff sought bids from three vendors: Motorola, LensLock, and Axon. Motorola, the City's current vendor, provides a new camera system which requires a five-year contract. LensLock and Axon both offer comparable BWC and fleet camera systems.

The Police Department researched all three vendors for information and estimates. All three vendors have switched to five-year lease programs rather than a traditional purchase. The vendors provided similar costs, ranging from \$325,000 to \$361,000. Two of the vendors, Motorola Services and Axon, provide built-in Automated License Plate Readers (ALPR) as part of their fleet of cameras. Axon offers various models of conducted energy devices (tasers) that are integrated with the body-worn camera technology to be activated and collect data when tasers are deployed.

Axon offers bundling discounts for agencies that simultaneously update their conducted energy devices (CED) equipment, BWC and fleet cameras, and data storage. This presented an opportunity to upgrade the City's inventory of BWC and tasers, while also solving the City's data storage issues. This will eliminate the need for frequent replacement purchases and ensure stability throughout the five-year lease period. Axon offers a fleet camera, but it is currently unavailable to order due to limited supply. Staff intends to replace the fleet camera inventory once Axon is able to fulfill the order and will amend the agreement to that effect.

Axon has partnered with a cooperative purchasing organization (Sourcewell) that provides competitively solicited contracts to government agencies, educational institutions, and nonprofits. This partnership allows City staff to access pre-negotiated government pricing for services without completing a traditional Request for Proposal (RFP) process. The five-year contract for BWC, data storage, and tasers is \$336,500, and this meets the needs and requirements of the City for the duration of the contract.

Fiscal Impact: The 5-year agreement with Axon will cost a total of \$336,500. The adopted FY 2023-24 Budget includes \$230,000 from the General Fund for this equipment, and \$120,000 can be appropriated from the Supplemental Law Enforcement Services Fund. Therefore, there is adequate funding for the five-year agreement. The estimated sale of the surplus body cameras and tasers is estimated at \$2,000 – \$2,500 and will be deposited into the City's Internal Service Equipment Fund.

Attachments:

1. Axon Agreement

Report Prepared By: Andrew Dally, Chief of Police

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

Approved By: Jamie Goldstein, City Manager



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-07412227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Jacob Carter; CISP, CPSP, CDMP, PCM, SMM**  
 Digitally signed by Jacob Carter; CISP, CPSP, CDMP, PCM, SMM  
 Date: 2023.05.09 11:58:05 -05'00'

Q-429978-45055.701

Issued: 05/09/2023  
 Quote Expiration: 03/31/2023  
 Estimated Contract Start Date: 10/01/2023  
 Account Number: 108378  
 Payment Terms: N30  
 Delivery Method:

SHIP TO	BILL TO
Business:Delivery;Invoice;Other-422 Capitola Ave Business:Delivery;Invoice;Other-422 Capitola Ave 422 Capitola Ave 422 Capitola Ave Capitola, CA 95010-3318 Capitola, CA 95010-3318 USA USA	Capitola Police Dept. - CA 422 Capitola Ave Capitola, CA 95010-3318 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809993359	Brandily Sandretti Phone: (831) 475-4242 Email: bsandretti@ci.capitola.ca.us Fax:

**Quote Summary**

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$316,370.60</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$336,444.90</b>

**Discount Summary**

Average Savings Per Year	\$7,892.37
<b>TOTAL SAVINGS</b>	<b>\$39,461.85</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Sep 2023	\$63,274.24	\$4,014.86	\$67,289.10
Sep 2024	\$63,274.09	\$4,014.86	\$67,288.95
Sep 2026	\$63,274.09	\$4,014.86	\$67,288.95
Sep 2027	\$63,274.09	\$4,014.86	\$67,288.95
Sep 2028	\$63,274.09	\$4,014.86	\$67,288.95
<b>Total</b>	<b>\$316,370.60</b>	<b>\$20,074.30</b>	<b>\$336,444.90</b>

Quote Unbundled Price: \$355,800.00  
 Quote List Price: \$331,171.85  
 Quote Subtotal: \$316,370.60

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWC UW TAP	BWC Unlimited with TAP	7	60	\$106.61	\$98.58	\$98.58	\$41,403.60	\$1,314.50	\$42,718.10
OSP10	Officer Safety Plan 10	20	60	\$211.64	\$193.90	\$190.57	\$228,684.00	\$16,365.55	\$245,049.55
<b>A la Carte Hardware</b>									
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1			\$855.25	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	27			\$749.00	\$749.00	\$20,223.00	\$1,820.05	\$22,043.05
AB3MBD	AB3 Multi Bay Dock Bundle	4			\$1,595.00	\$1,595.00	\$6,380.00	\$574.20	\$6,954.20
<b>A la Carte Software</b>									
73682	AUTO TAGGING LICENSE	27	60		\$9.00	\$9.00	\$14,580.00	\$0.00	\$14,580.00
73449	RESPOND DEVICE LICENSE	7	60		\$5.00	\$5.00	\$2,100.00	\$0.00	\$2,100.00
<b>A la Carte Services</b>									
85144	AXON STARTER	1			\$9,950.00	\$0.00	\$0.00	\$0.00	\$0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1			\$3,000.00	\$3,000.00	\$3,000.00	\$0.00	\$3,000.00
<b>Total</b>							<b>\$316,370.60</b>	<b>\$20,074.30</b>	<b>\$336,444.90</b>

**Firearms and Ammunition Excise Tax**

SKU	Description	Taxable Amount	FAET Rate	FAET Amount
100390	TASER 10 HANDLE, YLW, CLASS 3R	\$36,395.00	0.1	\$3,539.50
100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	\$7,696.00	0.11	\$846.56
20018	TASER 7 BATTERY PACK, TACTICAL	\$1,797.60	0.1	\$179.76
100393	TASER 10 LIVE DUTY MAGAZINE BLACK	\$2,748.40	0.1	\$274.84
100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	\$2,693.60	0.11	\$296.29
100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	\$2,693.60	0.11	\$296.29
100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	\$2,693.60	0.11	\$296.30
100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	\$2,693.60	0.11	\$296.30
<b>Total</b>				<b>\$6,025.84</b>

**Delivery Schedule**

**Hardware**

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	30	09/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	27	09/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	30	09/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3-8-BAY, AB2-1-BAY / 6-BAY DOCK	4	09/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	4	09/01/2023
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	20	09/01/2023
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	20	09/01/2023
Officer Safety Plan 10	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	09/01/2023
Officer Safety Plan 10	100396	TASER 10 INERT MAGAZINE RED	1	09/01/2023
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	400	09/01/2023
Officer Safety Plan 10	100401	INERT UNITARY CARTRIDGE (TASER 10)	8	09/01/2023
Officer Safety Plan 10	100611	TASER 10 SAFARILAND HOLSTER, RH	20	09/01/2023
Officer Safety Plan 10	20018	TASER 7 BATTERY PACK, TACTICAL	20	09/01/2023
Officer Safety Plan 10	20018	TASER 7 BATTERY PACK, TACTICAL	4	09/01/2023
Officer Safety Plan 10	70033	WALL MOUNT BRACKET, ASSY EVIDENCE COM DOCK	1	09/01/2023
Officer Safety Plan 10	71019	NORTH AMER POWER CORD FOR AB3-8-BAY, AB2-1-BAY / 6-BAY DOCK	1	09/01/2023
Officer Safety Plan 10	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	40	09/01/2023
Officer Safety Plan 10	74200	TASER 7 6-BAY DOCK AND CORE	1	09/01/2023
Officer Safety Plan 10	75015	SIGNAL SIDEARM KIT	20	09/01/2023
Officer Safety Plan 10	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	09/01/2023
Officer Safety Plan 10	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	09/01/2023
Officer Safety Plan 10	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	09/01/2023
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	09/01/2024
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	09/01/2025
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	7	03/01/2026
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	03/01/2026

**Hardware**

Bundle	Item	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10	73309	AXON CAMERA REFRESH ONE	20	03/01/2026
Officer Safety Plan 10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	3	03/01/2026
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	09/01/2026
Officer Safety Plan 10	100399	LIVE UNITARY CARTRIDGE (TASER 10) - TBC	140	09/01/2027
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	7	09/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	09/01/2028
Officer Safety Plan 10	73310	AXON CAMERA REFRESH TWO	20	09/01/2028
Officer Safety Plan 10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	3	09/01/2028

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE COM UNLIMITED AXON DEVICE STORAGE	7	10/01/2023	09/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE COM LICENSE	7	10/01/2023	09/30/2028
Officer Safety Plan 10	20248	TASER 7 EVIDENCE COM LICENSE	20	10/01/2023	09/30/2028
Officer Safety Plan 10	20248	TASER 7 EVIDENCE COM LICENSE	1	10/01/2023	09/30/2028
Officer Safety Plan 10	73449	RESPOND DEVICE LICENSE	20	10/01/2023	09/30/2028
Officer Safety Plan 10	73638	STANDARDS ACCESS LICENSE	20	10/01/2023	09/30/2028
Officer Safety Plan 10	73686	EVIDENCE COM UNLIMITED AXON DEVICE STORAGE	20	10/01/2023	09/30/2028
Officer Safety Plan 10	73746	PROFESSIONAL EVIDENCE COM LICENSE	20	10/01/2023	09/30/2028
A la Carte	73449	RESPOND DEVICE LICENSE	7	10/01/2023	09/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	27	10/01/2023	09/30/2028

**Services**

Bundle	Item	Description	QTY
Officer Safety Plan 10	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	20
A la Carte	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON STARTER	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	20	10/01/2023	09/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	7	10/01/2024	09/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	10/01/2024	09/30/2028
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	20	10/01/2024	09/30/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	20	10/01/2024	09/30/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	10/01/2024	09/30/2028
Officer Safety Plan 10	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2024	09/30/2028
Officer Safety Plan 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	3	10/01/2024	09/30/2028

Payment Details

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 1	73449	RESPOND DEVICE LICENSE	7	\$420.00	\$0.00	\$420.00
Year 1	73682	AUTO TAGGING LICENSE	27	\$2,916.00	\$0.00	\$2,916.00
Year 1	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 1	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	27	\$4,044.60	\$364.01	\$4,408.61
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$1,276.00	\$114.84	\$1,390.84
Year 1	BWCJW/TAP	BWC Unlimited with TAP	7	\$8,280.72	\$262.90	\$8,543.62
Year 1	OSP10	Officer Safety Plan 10	20	\$45,736.92	\$3,273.11	\$49,010.03
<b>Total</b>				<b>\$63,274.24</b>	<b>\$4,014.86</b>	<b>\$67,289.10</b>

Oct 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP10	Officer Safety Plan 10	20	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 2	73449	RESPOND DEVICE LICENSE	7	\$420.00	\$0.00	\$420.00
Year 2	73682	AUTO TAGGING LICENSE	27	\$2,916.00	\$0.00	\$2,916.00
Year 2	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 2	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	27	\$4,044.60	\$364.01	\$4,408.61
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$1,276.00	\$114.84	\$1,390.84
Year 2	BWCJW/TAP	BWC Unlimited with TAP	7	\$8,280.72	\$262.90	\$8,543.62
Year 2	OSP10	Officer Safety Plan 10	20	\$45,736.77	\$3,273.11	\$49,009.88
<b>Total</b>				<b>\$63,274.09</b>	<b>\$4,014.86</b>	<b>\$67,288.95</b>

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 3	73449	RESPOND DEVICE LICENSE	7	\$420.00	\$0.00	\$420.00
Year 3	73682	AUTO TAGGING LICENSE	27	\$2,916.00	\$0.00	\$2,916.00
Year 3	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 3	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	27	\$4,044.60	\$364.01	\$4,408.61
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$1,276.00	\$114.84	\$1,390.84
Year 3	BWCJW/TAP	BWC Unlimited with TAP	7	\$8,280.72	\$262.90	\$8,543.62
Year 3	OSP10	Officer Safety Plan 10	20	\$45,736.77	\$3,273.11	\$49,009.88
<b>Total</b>				<b>\$63,274.09</b>	<b>\$4,014.86</b>	<b>\$67,288.95</b>

**Sep 2027**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 4	73449	RESPOND DEVICE LICENSE	7	\$420.00	\$0.00	\$420.00
Year 4	73682	AUTO TAGGING LICENSE	27	\$2,916.00	\$0.00	\$2,916.00
Year 4	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 4	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	27	\$4,044.60	\$364.01	\$4,408.61
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$1,276.00	\$114.84	\$1,390.84
Year 4	BWCUWTAP	BWC Unlimited with TAP	7	\$8,280.72	\$262.90	\$8,543.62
Year 4	OSP10	Officer Safety Plan 10	20	\$45,736.77	\$3,273.11	\$49,009.88
<b>Total</b>				<b>\$63,274.09</b>	<b>\$4,014.86</b>	<b>\$67,288.95</b>

**Sep 2028**

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	\$0.00	\$0.00	\$0.00
Year 5	73449	RESPOND DEVICE LICENSE	7	\$420.00	\$0.00	\$420.00
Year 5	73682	AUTO TAGGING LICENSE	27	\$2,916.00	\$0.00	\$2,916.00
Year 5	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$600.00	\$0.00	\$600.00
Year 5	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	27	\$4,044.60	\$364.01	\$4,408.61
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	4	\$1,276.00	\$114.84	\$1,390.84
Year 5	BWCUWTAP	BWC Unlimited with TAP	7	\$8,280.72	\$262.90	\$8,543.62
Year 5	OSP10	Officer Safety Plan 10	20	\$45,736.77	\$3,273.11	\$49,009.88
<b>Total</b>				<b>\$63,274.09</b>	<b>\$4,014.86</b>	<b>\$67,288.95</b>



ax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

5/9/2023



# Capitola City Council

## Agenda Report

**Meeting:** October 12, 2023

**From:** City Manager's Department

**Subject:** Travel Reimbursement for City Councilmembers



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**Recommended Action:** Accept report on attendance at the 2023 League of California Cities Annual Conference from Alexander Pedersen, in accordance with Government Code Section 53232.3.

**Background:** Government Code Section 53232.3(d) requires that public officials provide a brief oral or written report on meetings attended at the expense of the City at the next regular meeting. Council Members Brooks and Pedersen attended the League of California Cities Annual Conference from September 20 to September 22, 2023.

**Discussion:** Council Member Pedersen submitted a reimbursement request to the City Clerk's office on October 5, 2023. All documents related to reimbursable agency expenditures are public records subject to disclosure under the California Public Records Act (CA Govt. Code 53232.3(e)).

**Fiscal Impact:** The FY 2023-24 Budget allocated \$3,000 per Council Member for travel and training.

**Attachments:**

1. Report

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

**Reviewed By:** Jim Malberg, Finance Director

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

## Alexander Pedersen Report on Attendance at the 2023 League of California Cities Annual Conference and Expo

To: City of Capitola

Date: 10/5/23

In accordance with Government Code Section 53232.3, I am pleased to provide an overview of my participation at the 2023 League of California Cities Annual Conference and Expo. I commenced my attendance with the Keynote Address titled "From Conflict to Conversation" where Matt Lehrman, the Managing Director of Social Prosperity Partners, highlighted the paramountcy of effective communication. The talk underscored how community leaders can adeptly address complex and sensitive issues, ensuring everyone involved feels both heard and respected. On the evening of September 20, 2023, I attended the "Rollin' on the River" event aboard the Delta King, situated at 1000 Front St, Sacramento. It was a lively affair that combined casino-style gaming and dancing, presenting a dynamic networking environment. Notably, I had the opportunity to engage with multiple City Council members and government employees from our county, fostering valuable connections and discussions. One of the pivotal sessions I attended was "Navigating the New State Housing Laws" held in Concurrent Session Room A7-A8. This was an enlightening dive into the labyrinth of state housing laws enacted since 2016, offering insights into effective understanding and implementation. My exploration of the Expo Hall was particularly enriching. I had the opportunity to engage with businesses that presented solutions tailored for cities. Noteworthy booths included USDA and OpenGov. The Monterey Bay Division Lunch held at Mayahuel on 1200 K Street was a significant gathering. Over lunch, it presented an excellent opportunity for me to meet and converse with local mayors and City Council members from the greater Monterey Bay area, allowing for a deeper understanding and connection with these regional leaders. I also attended a session on "Adapting Main Street for a Changing Retail Landscape" in Concurrent Session Room A4. This discussed the evolving state of retail, especially in the aftermath of the pandemic. The importance of innovation and flexibility in promoting downtown vitality in this new age was emphasized. Further, the session "From Idea to Action: Budgeting for Strategic Impact" in the Speaker Theater of Hall ABC was insightful. Monica Cook, the Director of Solutions Engineering at OpenGov, delved into best-in-class examples of budget planning and performance frameworks. Equally engaging was the session on "AI in Governance: Opportunities and Ethical Considerations", which examined the transformative potential of machine learning in governance, the challenges and the ethical considerations therein. The session "Building Relationships Between Police Departments and the Community" in Room A1 stood out for its significance. Here, seasoned police chiefs shared their experiences and strategies to cultivate and maintain positive community relationships. Outside the structured sessions, I had enriching interactions with numerous exhibition representatives. Additionally, I forged valuable connections with fellow councilmembers and city managers ranging from Santa Cruz County to across the state. To culminate, we had a delightful dinner with Sam's team at Burke, Williams & Sorensen, which provided yet another avenue for productive discussions and networking. I trust this report provides a comprehensive overview of my engagement at the conference, reflecting both the knowledge gained and the relationships cultivated.

# Capitola City Council

## Agenda Report

**Meeting:** October 12, 2023  
**From:** Public Works Department  
**Subject:** Cliff Drive Resiliency Project



**Recommended Action:** Authorize the City Manager to execute a Professional Services Agreement with CSW/Stuber-Stroeh Engineering Group, Inc. for professional planning, permitting, and design services for the Cliff Drive Resiliency Project in the amount of \$1,193,700 in substantially similar form, as approved by the City Attorney, as the attached agreement; and adopt a resolution amending the FY 2023-24 Budget to accept and appropriate grant funding from the California Coastal Commission and Federal Highway Administration.

**Background:** Cliff Drive serves as a heavily utilized arterial road and acts as a primary evacuation route for the low-lying Capitola Village mixed-use district. The road also provides public coastal access to parking areas and a stairway leading to the beach. Unfortunately, during the January 2023 storms, Cliff Drive suffered damage to the adjacent rip rap revetment and localized bluff erosion due to excessive precipitation and strong storm surges.

The City successfully secured Federal Emergency Relief (ER) funding through the Federal Highway Administration (FHWA) and Caltrans Local Assistance (Caltrans LA) for professional engineering and environmental services required to repair the damaged bluff along Cliff Drive within the City's right of way. This funding stipulates that the project must be ready to request construction funding by September 2025. Additionally, the City previously received \$450,000 from the California Coastal Commission (CCC) Local Coastal Program (LCP) Local Assistance Grant Program for performing an alternatives analysis for a future anticipated project on Cliff Drive.

Following the funding notification, staff issued a request for proposals (RFP) to solicit a multidisciplinary team that would assist the City in a two-phased design approach. Phase 1 involves understanding the existing conditions, opportunities, and constraints associated with Cliff Drive. This process will lead to the development of project alternatives, which will be refined through community and stakeholder outreach to determine a preferred alternative for review under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Phase 2 will focus on completing the environmental review process and obtaining permits from environmental regulatory agencies and the California Coastal Commission. This phase will culminate in the development of final plans for bidding and construction.

**Discussion:** The RFP was released in late August; CSW/Stuber-Stroeh Engineering Group, Inc. (CSW/ST2) submitted the only response by the September 26, 2023 deadline (Attachment 1). Due to the tight timeline for project development, design, and permitting, CSW/ST2 formed a team of consultants specifically for this project, which otherwise would have been expected to bid independently. Staff recommends, with approval from Caltrans, to sole-source this project and award the contract to CSW/ST2. Staff conducted an interview with the consultant and contacted their references, and they are considered suitable consultants for this project. CSW/ST2 has successfully completed several similar projects along the coastal areas of California.

Caltrans Audits and Investigations (A&I) and Architecture and Engineering (A&E) are currently reviewing staff's recommendation, and the City can proceed with entering into an agreement with CSW/ST2 once the review is complete. Caltrans LA has indicated the City can proceed with conditional approval concurrently with A&I and A&E review. If the City Council approves the contract as recommended, it will be executed following Caltrans LA approval.

**Fiscal Impact:** The City was awarded Federal ER funding amounting to \$839,408 for professional engineering and environmental services, of which 88.53% (\$743,127) will be reimbursed by

FHWA/Caltrans LA, and 11.47% (\$96,281) will be supported by a City match. The City match must be non-federal funding, which can be covered by the \$450,000 grant from the Coastal Commission, resulting in a total project budget of \$1.2 million.

The current available funding for the capital construction of this project is approximately \$8.4 million, which will also be reimbursed at a rate of 88.53% with federal funding, requiring a City match of approximately \$918,000. The City would apply the remaining \$353,700 of the \$450,000 grant towards the City's match, leaving a remaining amount of \$564,300.

Attachments:

1. Project Proposal CSW/ST2
2. Draft Agreement

Report Prepared By: Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager

October 3, 2023

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

**Subject: Cliff Drive Resiliency Project – Planning, Environmental, Design, PS&E, and Construction Support Services”**

Dear Ms. Kahn:

Please find attached our fee proposal to support the planning, permitting, and design effort.

Sincerely,



Robert Stevens, PE, TE  
Principal

## WORK PLAN

The Capitola community is seeking a strategy to maintain Cliff Drive as an access corridor for vehicles, pedestrians, and bicyclists seeking to travel to and from Capitola Village. However, the eroding bluff composed from the Purisima foundation is eroding compromising the integrity of Cliff Drive. Climate induced sea level rise will likely increase the rate of erosion.

The City has received funding from the California Coastal Commission (CCC) through the Local Coastal Program Local Assistance Grant Program as well as the FHWA's Emergency Relief Program. The CCC funds the alternatives analysis while the FHWA grant supports the process to finalize construction documents.

Various agencies have identified that bicycle and pedestrian access requires improvement along this segment of the coastline. Santa Cruz County is currently studying options to transform the existing rail alignment into a multi-use trail. The segment along Cliff Drive is known as Segment 11 and ends to the west of the Soquel Creek overcrossing. Continuing this pathway to Capitola Village along Cliff Drive is an objective. Thus, integrating improved pedestrian and bicycle access in coordination with the proposed trail segment will be a key goal in amending the City's existing Local Coastal Program.

From the big picture perspective, there are two basic alternatives to evaluate related to protection and a managed retreat strategy. Within these strategies, there are a series of options that can generally be related to the expected life of the facility. The following summarizes the options:

1. Protection Strategy. Cliff Drive remains in its existing location. If so, there are the following potential options:
  - a. Slope reinforcement fabric as a short-term solution.
  - b. Add additional rip rap at the base and install rock anchors in the bluff for a short to mid-term solution.
  - c. Install a full-face tieback with shotcrete soil nail wall for a longer-term solution.
  - d. Install a secant pile concrete wall, with a concrete deck that allows Cliff Drive to cantilever for a long-term solution.
  - e. Install Cliff Drive on a causeway (side hill viaduct) for a long-term solution.
2. Managed Retreat Strategy. Cliff Drive is relocated inland, and the existing roadway is open to pedestrians and bicyclists until it erodes.
  - a. Re-using the railroad corridor as a transportation link.
  - b. Re-route traffic to Capitola Road with a bridge crossing Soquel Creek.
  - c. Re-route traffic to Clares Street with a bridge crossing Soquel Creek.
  - d. State Route 1 with exits at 41st and Bay Avenues become the link.

From discussions with the community and stakeholders, we plan to investigate the options noted above. For our scope of work, we assume the project will protect Cliff Drive in-place and include a shotcrete anchor wall that supports the terrace deposits above the siltstone Purisima formation. To slow the rate of erosion of the siltstone, the project would reinforce the rock slope protection and add anchors with netting. Where



feasible, the project would cantilever the sidewalk to add additional width for a sidewalk and for closing the gap in the multi-use pathway with Capitola Village. The attached figure illustrates a potential solution that is the basis of our design effort.

The following team members will support the evaluation of options for Cliff Drive.

- CSW/ST2 will be the project manager, transportation engineer, develop the alternatives analysis, and surveyor for the project.
- Biggs Cardosa will be the structural engineer leading the evaluation of structural options for bluff stabilization.
- CivicKnit will lead the approach to public outreach as well as collaboration with the Coastal Commission.
- ENGEO will lead the geotechnical engineering approach and provide input for wall design options.
- Moffatt and Nichol will lead the coastal engineering approach and support coordinating with the Coastal Commission.
- Northgate Environmental will lead the assessment of biological and cultural resources as well as prepare the CEQA IS/MND and support the NEPA technical studies.
- Walter Crampton of ENGEO will serve as our independent quality control representative.

The following scope of work separates the project into two basic phases which are summarize as follows:

**Phase 1.** In this phase, we develop an understanding of the existing conditions and opportunities and constraints associated with Cliff Drive. This process culminates in the development of a series of project alternatives which are refined through community and stakeholder outreach to develop a preferred alternative for review under CEQA/ NEPA.

**Phase 2.** With a formal project description, we will complete the environmental review process, which will allow for acquisition of permits from the environmental regulatory agencies as well as the California Coastal Commission. As we work through the approval process, our team will develop final plans for bidding and construction.

Our scope of work to support the resiliency planning of Cliff Drive includes the following elements:

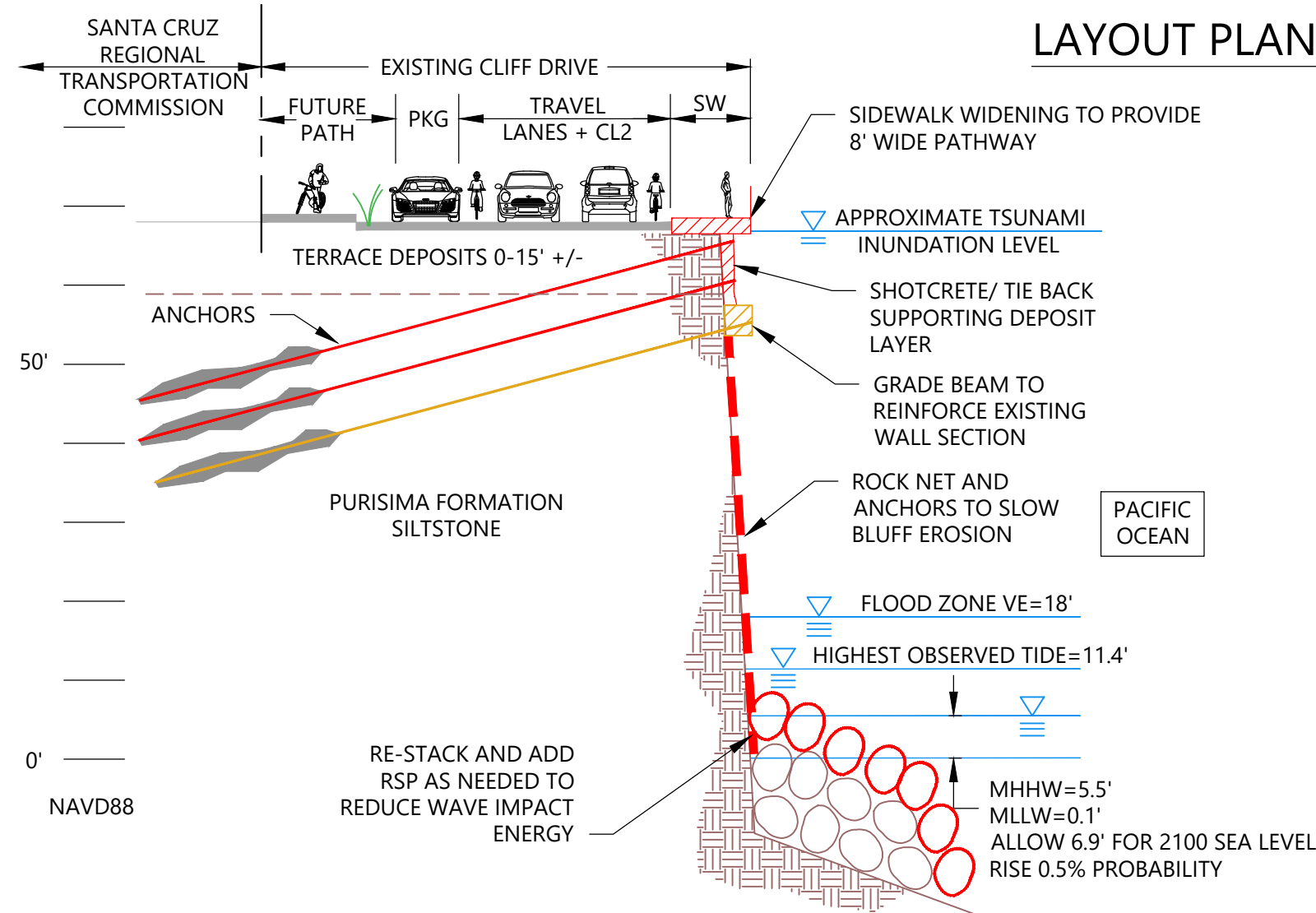
**TASK 1: PROJECT MANAGEMENT AND COMMUNITY/ STAKEHOLDER ENGAGEMENT**

*In this initial phase, our team will work with City staff to review project goals and develop a process for stakeholder outreach.*

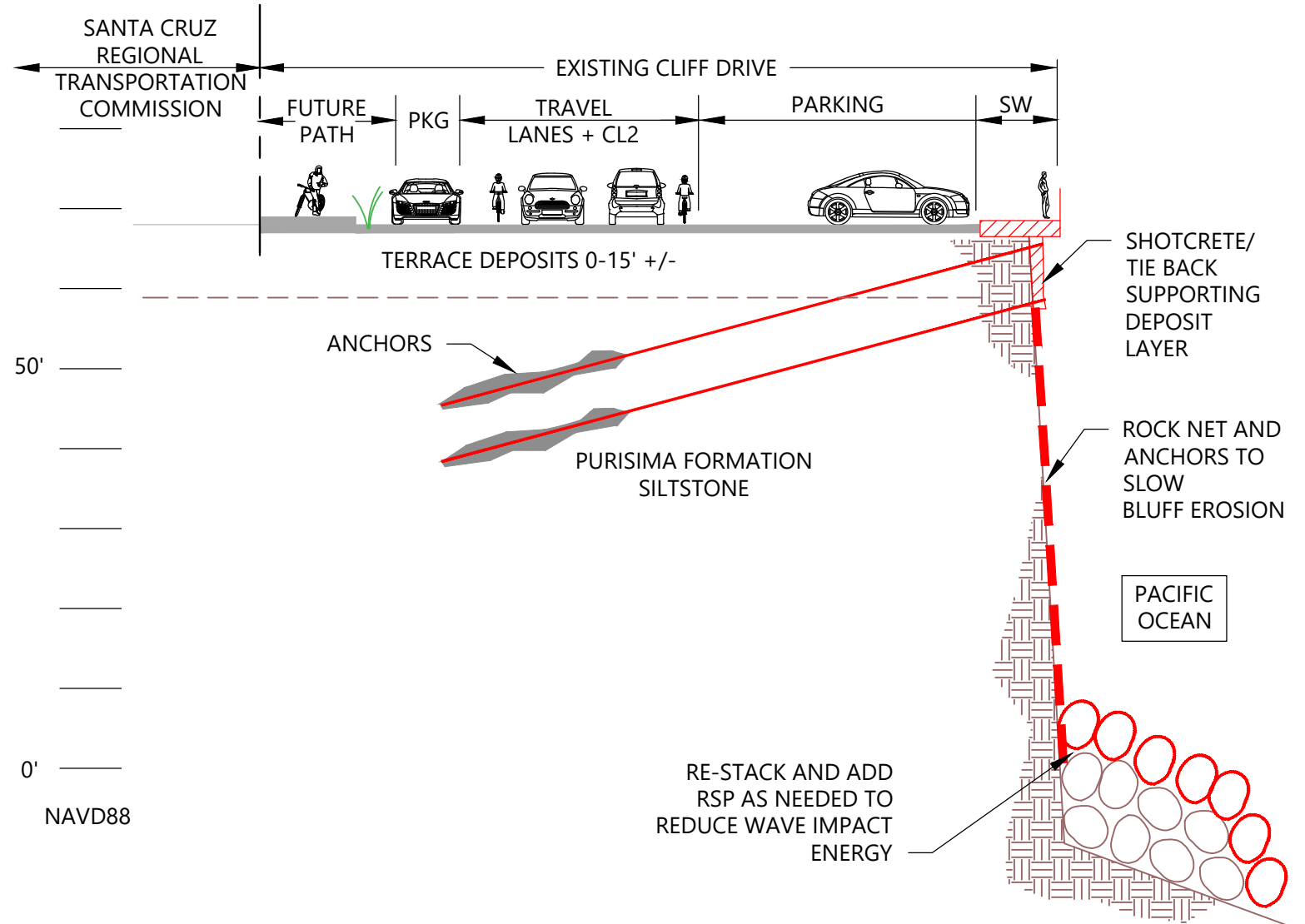
**1.1 Project Kickoff.** Key members of our team will meet with City staff to review the goals and objectives of the project. During this meeting, we will review opportunities to refine our outreach strategy and finalize the schedule for Phase 1.



### LAYOUT PLAN



CLIFF DRIVE  
LOOKING EAST



CLIFF DRIVE AT OVERLOOK  
LOOKING EAST

- 1.2 Outreach Strategy Plan.** We will refine the outreach strategy plan including a schedule, description of each engagement activity, level of engagement, and list participants to be invited to outreach events. We propose to develop several groups to present comments and seek feedback including:
- A. Technical Working Group.** We propose to establish a technical working group that includes key project stakeholders such as City staff, fire, police, Santa Cruz County Regional Transportation Commission (SCCRTC), Local Assistance Environmental Group, and Caltrans.
  - B. Regulatory Agencies.** We will coordinate second group of agencies who have authority or potentially could fund the project including: Coastal Conservancy, United States Army Corps of Engineers (USACE), Central Coast Regional Water Quality Control Board (CCRWQCB), CA Fish & Wildlife (CDFW), Monterey Bay National Marine Sanctuary, and California State Lands Commission (CSLC).
  - C. Community Stakeholders.** We will work with the City to identify potential Community Partners who can advise the team on engagement and serve as ambassadors to their communities. At a minimum, this will include coordination with the Surfrider Foundation, Save the Waves Coalition, Capitola Soquel Chamber of Commerce, and the Santa Cruz County Cycling Club.
  - D. California Coastal Commission.** Our team believes that working meetings with the Coastal Commission staff are critical to advance the project’s planning. We have included several meetings with staff throughout the planning process.

In addition to these components, the outreach strategy will also develop an online presence. This will involve the creation of a community-wide online survey, establishing an engaging project website, and utilize various social media platforms for electronic messaging.

- 1.3 Project Budget.** Implementing a major bluff stabilization will be expensive. Our team will develop a preliminary budget for discussion with the City to confirm there is adequate internal and external funding to support the project. If not, we will review alternative options and establish baseline budgets for consideration.
- 1.4 Quality Management Plan.** We will prepare a project specific plan to manage quality for the project’s development. This plan will use the Caltrans Article 9 template to serve as a basis. Criteria that the plan will address include documentation of existing conditions, geometrics, drainage, utility clearance, wall structure, bike and pedestrian safety, cost control, and constructability.
- 1.5 Contract Management.** CSW/ST2 will be responsible for overall management of our design team including the following:
- A. Project Management.** We will manage the design team as well as track progress, schedule, and budget. We will be responsible for documenting decisions and keeping an official record of the project. Furthermore, we will submit monthly progress reports identifying tasks completed, budget status, and issues status.
  - B. Quality Control/ Assurance.** Walter Crampton of ENGEO will perform an independent quality control review of the team’s documents prior to submittal.
  - C. Meetings.** In addition to the kickoff meeting, we will attend two meetings during this phase to coordinate the activity.

## Task 2 Opportunities and Constraints Assessment

*During this initial phase our team will review existing studies and complete additional analysis to develop an opportunities and constraints map for use in developing alternatives.*

**2.1 Document Review.** Our team will review the existing documents developed by the Capitola, Santa Cruz County, and others for the area. This would include a review of similar coastal permits to understand the precedent for allowing such critical transportation infrastructure to remain in historic locations, access considerations, and what will be necessary to mitigate for bluff armoring.

**2.2 Existing Conditions Mapping.** Our team will compile an existing conditions map of the Cliff Drive and the bluff including the following:

- A. Property Boundary and Record Monuments:** Our team will develop the right of way for Cliff Drive as well as adjoining private parcels including APN: 034-081-01, 034-051-07, and 034-052-14 based upon Santa Cruz County's standards. Santa Cruz County will share the right of way for future trail segment 11. For the other locations, we will research property data and complete a boundary resolution. If the boundaries require resolution, we will file up to three (3) Records of Survey consistent with California law.
- B. Monument Preservation:** We will locate and preserve record monuments in accordance with the Business & Professions Code §8771; Streets & Highways §732 & §732.5, §1492.5, §1810.5; and Penal Code §605. We will locate these monuments and develop special provisions requiring the contractor to file a pre-construction corner record with Santa Cruz County showing three reference control points that are tied to the monument.
- C. Survey:** Our team will collect topography using both traditional and drone methods. This will include buildings, sidewalks, curbs, pavement grade breaks, surface utilities, and the face of the bluff. We will depict the asphalt's surface and drainage patterns with spot elevations and contour data at 1-foot intervals. Our team will create a three-dimensional model of the bluff's face to accurately model surfacing options. We will collect utility records as well as measure the depth of gravity systems and water valves to establish horizontal and vertical data.
- D. Prepare Base Map:** CSW/ST2 will develop a detailed base map integrating topography, boundary, and utility information.

**2.3 Geology.** Using the existing site geotechnical investigation supplementing the Haro, Kasunich and Associates investigation dated July 1995 and other information, ENGEO will support the team in assessing bluff stability and options to attenuate erosion.

**2.4 Coastal Analysis.** Moffatt and Nichol will complete a coastal analysis that supplements the original work prepared by the firm for the Capitola Beach Jetty Rehabilitation project in 2018 for Coastal Development Permit application 3-18-0814. We will evaluate the following elements:

- A. Sea Level Rise.** We will establish both the near- and long-term sea level rise scenarios for the project site using the Federal Emergency Management's base flood elevation and guidance from the California Coastal Commission and Ocean Protection Council. This analysis will also consider the changes in MHHW and MLLW due to sea level rise to establish a basis of design for bluff stabilization.

- B. Wave Run-up Study.** Capitola is exposed to both wind waves and Pacific swell. Because Capitola is sheltered, winds from the northwest, north, and northeast will not generate waves along the bluff. The headlands of Pleasure Point further shelter the coastline. Winds blowing from the east, southeast, and south have limited fetch to generate large waves. The greatest wind-induced wave heights occur from winds blowing from the southwest, which occur about 24% of the time. Our team will assess the data, estimate wave height, and impact energy to support the design process.
- C. Sand Supply.** A 1971 report entitled "Sand Budget for Capitola Beach" concluded that if all the bluffs were faced with concrete, there would be 3,800 CY reduction of sand which is about 1% of average annual littoral transport. Based upon the geotechnical investigation, we will determine the overall volume of sand supply lost by the project should the bluff be fully armored. This value will result in a mitigation fee levied by the Coastal Commission. In some cases, this fee can be waived by offering the equivalent public access improvements.
- D. Tsunami Hazard.** We will evaluate the impact of Tsunami Hazards on the bluff related to a project with or without stabilization. The current Tsunami mapping illustrates that the wave heights are below Cliff Drive.
- 2.5 View Corridor.** Our team will visit the site and develop a photographic log of existing conditions, helping understand preferred view corridors.
- 2.6 Hydrology.** Our team will review the project area topography to develop watersheds and flow paths as well as generate runoff rates.
- 2.7 Biological Resources.** Northgate will prepare a technical memorandum summarizing biological resources known to occur in the project vicinity and potential constraints to bluff stabilization. The primary purpose will be to identify habitats suitable for special-status plant and/or animal species, special-status natural communities, and/or jurisdictional features (e.g., wetlands or other waters of the United States) that may be affected by the project.
- 2.8 Cultural Resources Assessment.** Northgate will provide 1) a Cultural Resources Technical Report (during Phase 1) to assist the City in assessing and ranking of project alternatives; 2) an Archaeology Survey Report (ASR) using the template provided in Caltrans Standard Environmental Reference, Volume 2 (for Section 106 Compliance) that discusses the paleo-environment, archaeology, ethnography, and history of the project area; and 3) and a Historic Property Survey Report (HPSR) that is the summary document used by Caltrans to document its Section 106 consultation and decision-making processes for federal undertakings.
- 2.9 California Coastal Commission.** We will coordinate a meeting with Coastal Commission staff to review their jurisdictional limit and discuss the process to advance the approval process including the approach to amending the Local Coastal Program.
- 2.10 Opportunities and Constraints Map.** Using data collected by the City as well as information developed by our team, we will prepare an opportunities and constraints map that illustrates topography, boundary, environmental and cultural resources, geologic hazard, and view corridors. This map will illustrate existing coastal access, amenities, and observation points. Our team will use this map as the basis for planning the alternatives.

**2.11 Contract Management.** CSW/ST2 will complete the tasks as defined in Task 1 as well as attend two (2) meetings during this phase.

**Key Deliverables.** We will provide electronic (PDF and native format) of the following documents:

- a) Biological and Cultural Resources Technical Memoranda
- b) Coastal engineering memorandum
- c) Existing Conditions Topography
- d) Opportunities and Constraints Map
- e) Coastal Development Permit approval process memoranda

### **Task 3. Alternatives Analysis**

*Using the data collected, our team will evaluate several alternatives with the primary goal of preserving multi-modal circulation to and from Capitola Village.*

**3.1 Alternatives Analysis.** Using data developed in Task 2, our team will evaluate the above-listed alternatives as well as others generated by stakeholders. Alternatives will require consideration of design life; constructing improvements within the Coastal Commission's jurisdiction generally requires a life of 75 to 100 years. To support the evaluation, we will compile the following:

- A. Exhibits.** The improvements included in each alternative will depend on their scope, but generally will include the following elements:
  - i. Roadway alignment including vehicle, bicycle, and pedestrian accommodation.
  - ii. Parking
  - iii. Bluff Stabilization, plan, and section
  - iv. A vehicle parking area potentially located along Highway 1 or within the site.
  - v. Site amenities lookouts, benches, and interpretive elements
  - vi. Right of way requirements
- B. Analysis.** For each alternative, we will provide the following analysis:
  - i. Fatal flaw assessment
  - ii. Improvements to coastal access
  - iii. Estimated design life and resiliency to sea level rise
  - iv. Transportation delay impact
  - v. Habitat protection and enhancement
  - vi. Construction as well as operations and maintenance costs
  - vii. Permitting and environmental review considerations
  - viii. Right of way acquisition
  - ix. Visual impact
- C. Comparison.** The CCC will require a detailed assessment of the alternatives comparing their relative merits with the policy. We will prepare a draft memorandum summarizing the analysis of this first round of assessment.

- 3.2 Outreach – Alternatives Evaluation.** Based upon the outreach strategy developed in Task 1, we will complete the following:
- A. Online Platform.** Our team will establish a webpage within the City’s website that provides information related to the project including the development schedule. This site will offer an opportunity for visitors to offer project feedback. We will use this as a tool to provide responses to community concerns. Our team will also create a community-wide online survey to capture community opinions about the bluff stabilization project. This survey can remain active throughout the engagement process. Finally, we will utilize various social media platforms for electronic messaging.
  - B. Project Development Team.** We will host a working meeting with the technical advisory team to review alternatives and discuss their relative merits. This will include a discussion of our assessment of fatal flaws, which will help to advance the alternatives for refinement.
  - C. Stakeholders.** Our team will coordinate a meeting with project stakeholders to review their initial comments on the options.
  - D. Community Meeting.** We will host a public meeting in Capitola inviting the community’s input on the project, alternatives, and process to advance the project.
- 3.3 Alternatives Refinement.** Based upon the results of outreach, our team will refine at least three of the alternatives that are feasible, providing further analysis details described in Task 3.1.
- 3.4 Outreach – Preferred Alternative.** We will host meetings with the project development team and stakeholders as detailed in Task 3.2 to review the alternatives. At the close of this process, we expect to have a preferred alternative that can be advanced to the preliminary engineering stage.
- 3.5 Alternatives Report.** Based upon the discussion held in Task 3.4, we will document all alternatives as well as the process to develop a preferred option.
- 3.6 LCP Amendment.** According to the California Coastal Trail map, this stretch of Cliff Drive is identified as a “Primary California Coastal Trail - Needs Improvement” and it has featured prominently in the local rail to trail discussion. During this task, our team will work with staff and the Coastal Commission to amend the existing Local Coastal Program to reflect potential changes in the Public Access Component, which generally relates to a multi-use trail and coastal overlook along Cliff Drive.
- 3.7 Contract Management.** CSW/ST2 will complete the tasks as defined in Task 1 and attend two (2) meetings during this phase.

**Key Deliverables.** We will provide electronic (PDF and native format) of the following documents:

- a. Concept alternative plans, exhibits, and narratives
- b. Preferred alternative plans, exhibits, and narratives
- c. Outreach agendas, presentations, and minutes
- d. Content for online platforms
- e. Final alternatives report
- f. LCP Amendment

#### **Task 4. Preliminary Engineering**

*Our team will develop the preferred alternative to the 35% level of design for use in environmental review and permitting based upon the near-term option as shown in the attached figure.*

**4.1 Geotechnical Analysis:** ENGEO will complete a site geotechnical investigation supplementing the Haro, Kasunich and Associates investigation dated July 1995. The scope of the geotechnical services will include the following:

- A Pre-Field Activities.** We will coordinate with Santa Cruz County to obtain the required encroachment permits necessary to access the trail and public right-of-way areas. ENGEO will notify local utility agencies of our planned explorations through Underground Service Alert. Our explorations will be backfilled with cement grout in accordance with the County's standards.
- B Field Investigation.** We will drill, log and sample up to four (4) bores to a depth of 100 feet (or practical refusal) along Cliff Drive. We will determine the exact number and depth after the completion of Task 3.
- C Laboratory Testing.** To evaluate the engineering properties of site soil, the following laboratory tests are anticipated:
  - i. In-situ Moisture/Density tests, American Society for Testing and Materials (ASTM) D7263 Test Procedure
  - ii. Grain Size Distribution tests, ASTM D1140 and D422
  - iii. Atterberg Limit tests, ASTM D4318
  - iv. Soil Corrosion Testing, including pH, Chloride, Sulfate, and Resistivity (ASTM and Caltrans test methods)
  - v. Direct shear tests, ASTM D3080
- D Engineering Analysis and Report Preparation.** We will prepare a report that summarizes our interpretation of the onsite soil conditions and provides geotechnical design parameters and recommendations for various wall options including shotcrete tie back and secant pile walls.

**4.2 Utility Survey:** We will conduct a ground-penetrating radar (GPR) survey at key locations to characterize the existence and extent of underground utilities.

**4.3 35% Design.** Based upon the preferred alternative, our team will prepare the following documents:

- A. Plans**
  - i. Title sheet and vicinity map
  - ii. Resource Protection Plan
  - iii. Public Utility Relocation Plan
  - iv. Site Clearing Plan
  - v. Wall General Plan and Sections
  - vi. Rock Net and Anchor Plan
  - vii. Rock Slope Protection Layout
  - viii. Roadway Layout, Paving, and Striping Plan
  - ix. Site Drainage and Storm Water Control Plan
  - x. Utility Plan for non-potable water, electricity, and communications
  - xi. Amenities plan



- B.** Renderings.
  - i. Full color site plan
  - ii. At least four axiomatic renderings of the proposed plan
- C.** Additional Documentation
  - i. Cost analysis
  - ii. Right of way requirements

**4.4 Public Utilities.** Our team will coordinate with the public utilities including PGE, Comcast, ATT, Soquel Creek Water, and the Sewer Division of Santa Cruz County Public Works to ensure their infrastructure is integrated into the design and consistent with the Utility Certification requirements of Local Assistance. This will include the following items:

- A.** Preliminary Notice. Our team will prepare a formal notification, also known as A Letters, to the utilities. This will include a coordination meeting at the City's office (or online) to discuss the project and schedule.
- B.** Detailed Coordination. As we advance the design, our team will submit plans at the 35%, 65%, and 95% levels of completion also known as the B and C Letters/Plans. This will include a coordination meeting and summary of next steps with the process.

**4.5 Outreach.** We will host meetings with the project development team and stakeholders as detailed in Task 3.2 to review the alternatives. At the close of this process, we expect to have a project description that can be advanced to the preliminary engineering stage.

**4.6 Contract Management.** CSW/ST2 will complete the tasks as defined in Task 1 as well as attend two (2) meetings during this phase.

**Key Deliverables.** We will provide electronic (PDF and native format) of the following documents:

- a. A draft and final version of the 35% PSE
- b. Public outreach exhibits
- c. Outreach agendas, presentations, and minutes
- d. Content for online platforms

## **Task 5. Environmental Review and Permitting**

*Northgate will prepare environmental documentation pursuant to the California Environmental Quality Act (CEQA) with Capitola as the lead agency. We will prepare a Mitigated Negative Declaration (MND) supported by an Initial Study (IS) to complete the CEQA review. During this process, we will support the City in completing the NEPA analysis.*

**5.1 Project Description.** Upon completion of the 35% PSE for the proposed project, Northgate will initiate an environmental review for the proposed project. CSW/ST2 and NGEM will develop a project description that will describe the components of the proposed project as well as the environmental setting for the project area.

**5.2 Administrative Draft Initial Study/Mitigated Negative Declaration.** Northgate will prepare an Initial Study in accordance with the CEQA Checklist (Appendix G of the CEQA Guidelines). The IS will include

all the checklist topics and include a response to each checklist question. Environmental analysis will be based on available information and additional technical studies prepared as part of the proposed project, including the technical work conducted during the planning process. A MND will be prepared and attached to the accompanying Administrative Draft IS.

**5.3 Revised Initial Study/Mitigated Negative Declaration Document.** Northgate will amend the Administrative Draft IS/MD based on a single set of consolidated non-contradictory comments from the City. We will submit a revised version of the document for approval. The purpose of the pre-print review will be to verify that Capitola is satisfied with the new and revised text.

**5.4 Public Review Draft Initial Study/Mitigated Negative Declaration Document.** Presuming that a Mitigated Negative Declaration is determined to be the appropriate level of environmental review, Northgate will produce a total of 20 copies of the Public Review Draft IS/MND, along with a PDF digital file suitable for electronic distribution. Northgate will also coordinate with Capitola to distribute the Draft IS/MND pursuant to CEQA and Capitola review procedures.

**5.5 Response to Comments/Final Draft Initial Study/Mitigated Negative Declaration Document.** Northgate will review public and agency comments received on the IS/MND during the public review period, and prepare responses in a memorandum format, as necessary. Northgate will also prepare a Mitigation Monitoring and Reporting Program (MMRP) using the City's preferred format. The MMRP will list mitigation measures that are recommended in the IS/MND and provide standards and timelines for monitoring these mitigation measures. The MMRP will be submitted as an appendix to the Final IS/MND.

**5.6 Meetings and Public Hearing.** Northgate will be available throughout the IS/MND process to discuss the project and strategize the environmental documentation.

**5.7 NEPA Support.** We will support the City and Local Assistance in the preparation of a NEPA categorical exclusion. This will include the following documents generally derived from the CEQA analysis:

- a. Traffic Memorandum related to construction impacts.
- b. Noise Memorandum related to construction impacts.
- c. HazMat Memorandum. Geotracker shows no known contaminated areas along this segment of Cliff Drive. The primary concern will likely be contaminated soil.
- d. Natural Environment Study (Minimal Impacts)
- e. 4f Memorandum as the project should promote access to public resources, this should fall within the CE category.
- f. Visual Memorandum. We will provide visual simulations of bluff stabilization options matching the Opal Cliff's geology.
- g. Relocation Memorandum (TCE/ acquisitions). Based upon the PES in the project description, the project should only require subsurface anchor easements.
- h. Community Memorandum (parking space, utility)
- i. Cultural Resource (APE/ HPSR/Asr) which will be based upon the CEQA document.

**5.8 Contract Management.** CSW/ST2 will complete the tasks as defined in Task 1 as well as attend two (2) meetings during this phase.

**Key Deliverables.** We will provide electronic (PDF and native format) copies of the following documents:

- a. Administrative Draft IS/MND
- b. Public Draft IS, NOI, and NOC to the State Clearinghouse
- c. Administrative Final IS/MND
- d. Final IS/MND, including the MMRP
- e. The NOD
- f. Electronic versions of the NEPA technical studies

### **Task 6. Permitting**

*With certification of the CEQA document by Capitola's City Council, our team will coordinate to secure permits to construct the project.*

**6.1 Environmental Permitting Strategy.** Based upon the 30% design documents, results of our wetland delineation and biological surveys, and botanical surveys (as needed), our team will prepare a summary of the permits that will be needed to implement the project. This summary will include key agency issues that will need to be addressed, probable timelines for agency review and processing, application fee amounts, and descriptions of all associated documentation required by the agencies. Potential documents needed to support environmental permitting may include:

- A. Federal Endangered Species Act Section 7 Biological Assessment
- B. CDFW Section 1602 Lake and Streambed Alteration Agreement applications
- C. Habitat Mitigation and Monitoring Plan
- D. National Historic Preservation Act Section 106 (Section 106) Cultural Resources Assessment
- E. USACE Section 404 Nationwide Permit or Individual Permit
- F. RWQCB Section 401 Water Quality Certification
- G. USACE Alternatives Analysis (Section 404(b)(1) or State Wetland Procedures), if needed, based on the applicable USACE permit
- H. Restoration Plan
- I. Mitigation Plan

A site restoration plan will be prepared for any temporary project impacts, as needed. We will prepare an approach to mitigate wetland and riparian impacts associated with the project, which may include either the creation of on-site and/or off-site wetland and riparian mitigation and/or purchase of credits from a wetland mitigation bank.

**6.2 Regulatory Permit Applications.** Our team will prepare the permit applications and supporting documentation needed for regulatory review and approval of impacts within the five segments. This will include all the associated documentation stated in Task 6.1 above. We will secure approval for the following: USACE Clean Water Act (CWA) Section 404 Nationwide Permit or Individual Permit; RWQCB CWA Section 401 Water Quality Certification (WQC); and California Department of Fish and Wildlife (CDFW) Section 1602 Streambed Alteration Agreement.

Upon completion of 50% design, Northgate will prepare environmental impact mapping figures that show potential waters of the U.S. and state, sensitive habitat features, and potential listed species habitat impacts. Draft environmental permits will be provided with the 75% design.

**6.3 Coastal Development Permit.** While the project may seek approval through the Local Coastal Program, we would expect that an appeal to the Coastal Commission could occur. Thus, we propose to complete an application and secure approval with the State. This would include providing the narratives, exhibits, and studies necessary for the public hearing. Our team will support staff in preparing a presentation and attending the hearing to secure approval of the project. This will include reviewing the Commission’s proposed mitigations and offering edits to alleviate liabilities for the City including options for sand supply fees.

**6.4 Contract Management.** CSW/ST2 will complete the tasks as defined in Task 1 as well as attend two (2) meetings during this phase.

### **Task 7. Final Design**

*With the conclusion of the environmental review process, our team will prepare final documents for use in bidding and construction.*

**7.1 Final Design.** Our team will prepare final documents at the 65%, 95%, and final level of design including the following:

- A. Plans**
  - i. Title sheet and vicinity map
  - ii. Resource Protection Plan
  - iii. Public Utility Relocation Plan
  - iv. Site Clearing Plan
  - v. Wall Layout Plan and Sections
  - vi. Rock Net and Anchor Plan
  - vii. Rock Slope Protection Layout
  - viii. Roadway Layout, Paving, and Striping Plan
  - ix. Site Drainage and Storm Water Control Plan
  - x. Amenities plan
  - xi. Erosion Control Plan
- B. Structural calculations**
- C. Specifications and bid schedule consistent with the Capitola’s standards with modifications for federal funding should it be available.**
- D. Storm Water Pollution and Prevention Plan**
- E. Cost estimate and bid schedule**

**7.2 Local Assistance.** We will support staff in assembling documents to Local Assistance including:

- A. Right-of-Way Certification.** CSW/ST2 will complete the following to support the certification.
  - i. **Notices to Owners.** Consistent with Task 4.2, we will complete and submit a Notice to Utility Owners informing them of the project and their need to relocate facilities in conflict

at their cost.

- ii. **Form 13-B.** We will complete Local Assistance Form 13-B "Right of Way Certification" for the project documenting that the City has permanent rights-of-way as well as utility clearances to construct the project. We assume this will be a Certification Number 1.
- iii. **Right to Enter.** While the contractor may need to enter private property to complete the work, it is for the benefit of the private property owner, which can be completed through a standard right of entry process. We will prepare two (2) right of entry documents.

**B. Request for Authorization.** With completion of the 100% documents as well as satisfaction of the right-of-way and environmental process, we will submit the following:

- i. Request for Authorization Form and Cost Estimate (LAPM 3-A)
- ii. PS&E Certification and Checklist (Exhibit 12-D)
- iii. Contract Goal Methodology (Exhibit 9-D)
- iv. Plans and Specifications

**7.3 Contract Management.** CSW/ST2 will complete the tasks as defined in Task 1 as well as attend two (2) meetings during this phase.

**Key Deliverables.** We will provide electronic (PDF and native format) of the following documents:

- a. Plans, specifications, and support documents in PDF and hardcopy formats
- b. Public outreach exhibits
- c. Meeting agenda and minutes
- d. Final documents in PDF, hardcopy, and AutoCAD format

## **TASK 8: BIDDING AND CONSTRUCTION SUPPORT**

*We will provide a fee upon completion of construction documents.*

**8.1 Bidding Support.** Our team will assist during the bidding phase by assisting in outreach, attending the pre-bid meeting, responding to contractor requests for information, and preparing two (2) bid addenda if necessary.

**8.2 Construction Support.** During construction, the team will review submittals, respond to contractor questions, provide technical guidance, and prepare a punch list near the completion of construction. Finally, we will prepare as-built documents based upon the contractor's markup in Acrobat format.

**Key Deliverables.** We will provide electronic (PDF and native format) of the following documents:

- a. Response to contractor bid requests
- b. Bid addenda
- c. Electronic drawings to the contractor for layout
- d. Narrative from site observation visits
- e. Review of submittals
- f. Punch list when near completion of construction
- g. As-built documents

**SCHEDULE**

We propose to deliver our services as illustrated in the attached schedule.

**COMPENSATION**

CSW|ST2 agrees to provide our services as described above on a time and expense basis in accordance with direct cost-plus approved multiplier. We have attached a summary of the labor effort for all team members.

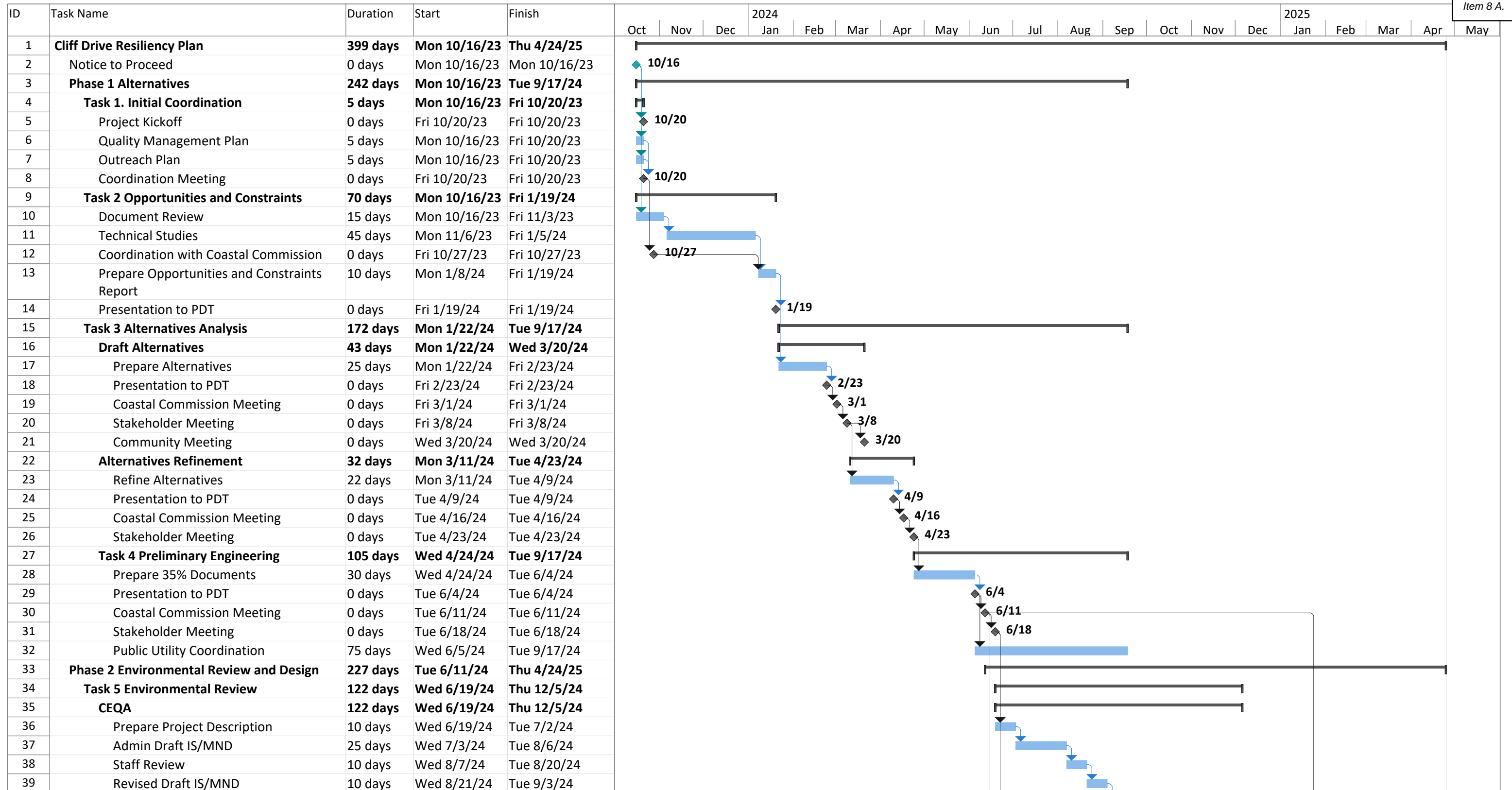
**ASSUMPTIONS**

In preparation for our scope of work, we have made several assumptions to establish our team's labor effort.

1. The project will be completed in general accordance with the schedule provided.
2. The limit of the project is the bluff and Cliff Drive between APN 34-081-01 and 34-52-14.
3. The project's construction valuation is about \$15 million.
4. Santa Cruz County will share boundary and alignment data in a vector-based format for future Coastal Trail Segment 11.
5. We will invoice subconsultants without markup but have added a small management fee on our fee worksheet to process their payments.
6. Bidding and construction support are not included in the proposal.

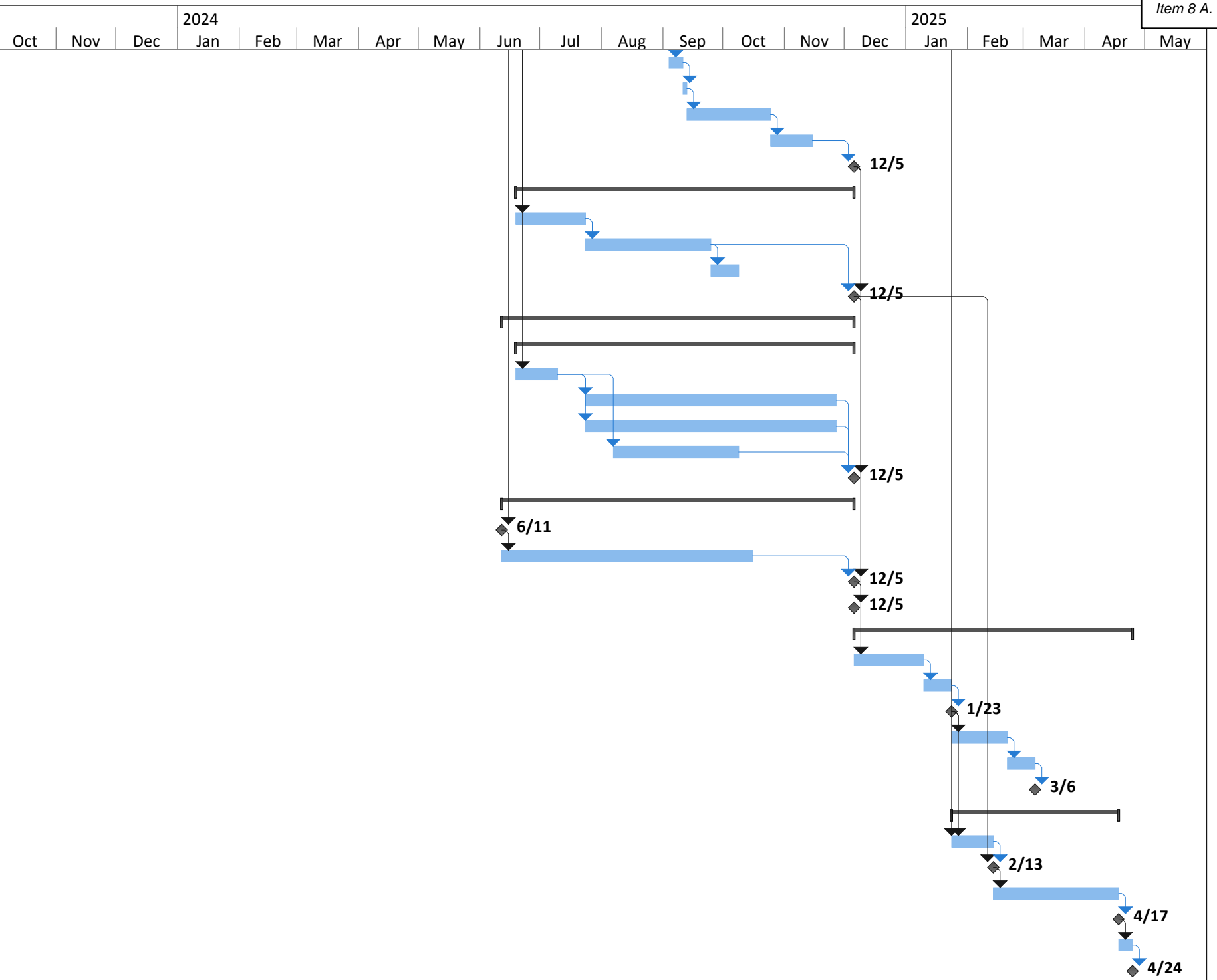
**SERVICES AND STANDARD OF CARE**

CSW/ST2's services shall be limited to those expressly set forth above. We shall have no other obligations or responsibilities for the project except as agreed to in writing, or as provided in this agreement. CSW/ST2's services shall be provided consistent with, and limited to, the standard of care applicable to such services. CSW/ST2 shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.



Project: msproj11 Date: Fri 9/22/23	Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
	Split		External Tasks		Inactive Summary		Manual Summary		Progress	
	Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
	Summary		Inactive Task		Duration-only		Finish-only			

ID	Task Name	Duration	Start	Finish
40	Staff Review	5 days	Wed 9/4/24	Tue 9/10/24
41	Prepare Public Review Draft IS/MND	2 days	Wed 9/11/24	Thu 9/12/24
42	Public Review	30 days	Fri 9/13/24	Thu 10/24/24
43	Response to Comment Final IS/MND	15 days	Fri 10/25/24	Thu 11/14/24
44	Hearing and Ceritfication	0 days	Thu 12/5/24	Thu 12/5/24
45	<b>NEPA</b>	<b>122 days</b>	<b>Wed 6/19/24</b>	<b>Thu 12/5/24</b>
46	Prepare technical studies / Memoranda	25 days	Wed 6/19/24	Tue 7/23/24
47	Caltrans Review	45 days	Wed 7/24/24	Tue 9/24/24
48	Respond to Comments	10 days	Wed 9/25/24	Tue 10/8/24
49	Local Assistance Files NEPA CE	0 days	Thu 12/5/24	Thu 12/5/24
50	<b>Task 6. Permitting</b>	<b>127 days</b>	<b>Tue 6/11/24</b>	<b>Thu 12/5/24</b>
51	<b>Environmental Permitting</b>	<b>122 days</b>	<b>Wed 6/19/24</b>	<b>Thu 12/5/24</b>
52	Prepare Permit Strategy	15 days	Wed 6/19/24	Tue 7/9/24
53	Corps of Engineers	90 days	Wed 7/24/24	Tue 11/26/24
54	RWQCB	90 days	Wed 7/24/24	Tue 11/26/24
55	Department of Fish and Wildlife	45 days	Wed 8/7/24	Tue 10/8/24
56	All Permits Received	0 days	Thu 12/5/24	Thu 12/5/24
57	<b>Coastal Commission</b>	<b>127 days</b>	<b>Tue 6/11/24</b>	<b>Thu 12/5/24</b>
58	Formal Submittal to CCC	0 days	Tue 6/11/24	Tue 6/11/24
59	Staff Coordination	90 days	Wed 6/12/24	Tue 10/15/24
60	Hearing	0 days	Thu 12/5/24	Thu 12/5/24
61	CDP issued	0 days	Thu 12/5/24	Thu 12/5/24
62	<b>Task 7 Final Design</b>	<b>100 days</b>	<b>Fri 12/6/24</b>	<b>Thu 4/24/25</b>
63	Prepare 65% PSE	25 days	Fri 12/6/24	Thu 1/9/25
64	Staff Review	10 days	Fri 1/10/25	Thu 1/23/25
65	Coordination Meeting	0 days	Thu 1/23/25	Thu 1/23/25
66	Prepare 95% PSE	20 days	Fri 1/24/25	Thu 2/20/25
67	Staff Review	10 days	Fri 2/21/25	Thu 3/6/25
68	Coordination Meeting	0 days	Thu 3/6/25	Thu 3/6/25
69	<b>Local Assistance</b>	<b>60 days</b>	<b>Fri 1/24/25</b>	<b>Thu 4/17/25</b>
70	Right of Way Certification	15 days	Fri 1/24/25	Thu 2/13/25
71	File Request for Authorization	0 days	Thu 2/13/25	Thu 2/13/25
72	Local Assistance Coordination	45 days	Fri 2/14/25	Thu 4/17/25
73	E76 Issued	0 days	Thu 4/17/25	Thu 4/17/25
74	Prepare 100% PSE	5 days	Fri 4/18/25	Thu 4/24/25
75	Project ready for Bidding	0 days	Thu 4/24/25	Thu 4/24/25



Project: msproj11  
Date: Fri 9/22/23

Task		Project Summary		Inactive Milestone		Manual Summary Rollup		Deadline	
Split		External Tasks		Inactive Summary		Manual Summary		Progress	
Milestone		External Milestone		Manual Task		Start-only		Manual Progress	
Summary		Inactive Task		Duration-only		Finish-only			



**CLIFF DRIVE RESILIENCY PROJECT**  
**SUMMARY OF PROJECT COSTS**

10.3.2023

<b>Task 1. Project Management and Community/ Stakeholder Engagement</b>	
CSW ST2	\$ 10,516
BIGGS CARDOSA	\$ 1,536
CIVIC KNIT	\$ 5,800
ENGEO	\$ 13,908
MOFFATT AND NICHOL	\$ 4,758
NORTHGATE ENVIRONMENTAL	\$ -
BESS TEST LABS	\$ -
<b>Subtotal</b>	<b>\$ 36,517</b>

<b>Task 2. Opportunities and Constraints Assessment</b>	
CSW ST2	\$ 38,327
BIGGS CARDOSA	\$ 10,376
CIVIC KNIT	\$ 14,800
ENGEO	\$ 66,718
MOFFATT AND NICHOL	\$ 72,121
NORTHGATE ENVIRONMENTAL	\$ 4,343
BESS TEST LABS	\$ 9,257
<b>Subtotal</b>	<b>\$ 215,941</b>

<b>Task 3 Alternatives Analysis</b>	
CSW ST2	\$ 81,191
BIGGS CARDOSA	\$ 40,853
CIVIC KNIT	\$ 46,000
ENGEO	\$ 9,171
MOFFATT AND NICHOL	\$ 31,253
NORTHGATE ENVIRONMENTAL	\$ -
BESS TEST LABS	\$ -
<b>Subtotal</b>	<b>\$ 208,468</b>

<b>Task 4 Preliminary Engineering</b>	
CSW ST2	\$ 29,863
BIGGS CARDOSA	\$ 60,321
CIVIC KNIT	\$ 7,450
ENGEO	\$ -
MOFFATT AND NICHOL	\$ 32,599
NORTHGATE ENVIRONMENTAL	\$ -
BESS TEST LABS	\$ -
<b>Subtotal</b>	<b>\$ 130,233</b>

<b>Task 5 Environmental Review and Permitting</b>	
CSW ST2	\$ 4,663
BIGGS CARDOSA	\$ -
CIVIC KNIT	\$ -
ENGEO	\$ -
MOFFATT AND NICHOL	\$ 18,991
NORTHGATE ENVIRONMENTAL	\$ 78,927
BESS TEST LABS	\$ -
<b>Subtotal</b>	<b>\$ 102,581</b>

<b>Task 6 Permitting</b>	
CSW ST2	\$ 10,139
BIGGS CARDOSA	\$ 1,532
CIVIC KNIT	\$ 14,450
ENGEO	\$ -
MOFFATT AND NICHOL	\$ 28,234
NORTHGATE ENVIRONMENTAL	\$ 27,007
BESS TEST LABS	\$ -
<b>Subtotal</b>	<b>\$ 81,362</b>

<b>Task 7 Final Design</b>	
CSW ST2	\$ 56,397
BIGGS CARDOSA	\$ 118,116
CIVIC KNIT	\$ -
ENGEO	\$ -
MOFFATT AND NICHOL	\$ 62,514
NORTHGATE ENVIRONMENTAL	\$ -
BESS TEST LABS	\$ -
<b>Subtotal</b>	<b>\$ 237,026</b>

<b>Task 8 Bidding and Construction Support</b>	
CSW ST2	\$ -
BIGGS CARDOSA	\$ -
CIVIC KNIT	\$ -
ENGEO	\$ -
MOFFATT AND NICHOL	\$ -
NORTHGATE ENVIRONMENTAL	\$ -
BESS TEST LABS	\$ -
<b>Subtotal</b>	\$ -

<b>Reimbursable Expenses</b>	
CSW ST2	\$ 1,000
BIGGS CARDOSA	\$ -
CIVIC KNIT	\$ 900
ENGEO	\$ -
MOFFATT AND NICHOL	\$ 400
NORTHGATE ENVIRONMENTAL	\$ 69,788
BESS TEST LABS	\$ 500
<b>Subtotal</b>	\$ 72,588

<b>TOTAL FEE</b>		
CSW ST2	\$ 232,095	19%
BIGGS CARDOSA	\$ 232,734	20%
CIVIC KNIT	\$ 89,400	7%
ENGEO	\$ 126,340	11%
MOFFATT AND NICHOL	\$ 250,869	21%
NORTHGATE ENVIRONMENTAL	\$ 251,580	21%
BESS TEST LABS	\$ 9,757	1%
<b>Total</b>	\$ 1,192,774	100%

<b>DISADVANTAGE BUSINESS ENTERPRISE</b>		
NORTHGATE ENVIRONMENTAL	\$ 110,277	9%
BESS TEST LABS	\$ 9,757	1%
ALBION ENVIRONMENTAL	\$ 50,223	4%
SUNSET ECOLOGICAL SOLUTIONS	\$ 69,788	20%
<b>Total DBE Value:</b> \$ 240,044		
<b>DBE Participation:</b> 20%		

**CERTIFICATION OF DIRECT COSTS:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Designee Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or CALTRANS accepted Indirect Cost Rate(s).

**Prime Consultant**

Name: Robert Stevens

Title: President

Signature:



Date: 10.1.2023

Email: rstevens@cswst2.com

Phone Number: 415.533.1864

Date of Certification: 01.20.22




<b>CLIFF DRIVE RESILIENCY PROJECT</b>  <b>SUMMARY OF PRIME CONSULTANT LABOR EFFORT</b>		CSW ST2 Project Manager, Engineer, and Surveyor								Total Hours	Total Base Fee	
		Robert Stevens PM and PIC	Varies Senior Project Manager	Josh Woelbing Survey Manager	Varies Party Chief	Varies Survey Apprentice	Varies Engineer 3	Varies Engineer 2	Varies Engineer 1			Varies Landscape Architect
2023 Hourly Rate (\$/ hour)		60.00	75.00	75.00	59.50	34.50	59.00	48.75	38.00	48.00		
Fringe		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
Overhead		175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%	175.97%		
Profit		10%	10%	10%	10%	10%	10%	10%	10%	10%		
Multiplier		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0		
Billable Rate (Overhead & Profit) (\$/ hour)		182.14	227.68	227.68	180.62	104.73	179.10	147.99	115.36	145.71		
<b>Task 8 Bidding and Construction Support</b>												
8.1	Bidding Support										0	\$0
8.2	Construction Support										0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL LABOR COST:</b>		<b>332</b>	<b>120</b>	<b>34</b>	<b>20</b>	<b>20</b>	<b>326</b>	<b>238</b>	<b>246</b>	<b>54</b>	<b>1390</b>	<b>\$231,095</b>
<b>Reimbursable Expenses</b>												
1	General Expenses											\$1,000
<b>SUBTOTAL</b>												<b>\$1,000</b>
<b>TOTAL PROJECT COST:</b>												<b>\$232,095</b>






CLIFF DRIVE RESILIENCY PROJECT		BIGGS CARDOSA									Total Hours	Total Base Fee
		Structural Engineer										
SUMMARY OF SUB CONSULTANT LABOR EFFORT		Tom Swayze PM and PIC	Varies Associate	Varies Engineering Manager	Varies Senior Engineer	Varies Project Engineer	Varies Staff Engineer	Varies Assistant Engineer	Varies Sr. Computer Drafter	Varies Admin		
2023 Hourly Rate (\$/ hour)		98.08	85.00	76.00	66.00	57.00	48.00	45.00	53.00	45.00		
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
Overhead		158.90%	158.90%	158.90%	158.90%	158.90%	158.90%	158.90%	158.90%	158.90%		
Profit		10%	10%	10%	10%	10%	10%	10%	10%	10%		
Multiplier		2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8		
Billable Rate (Overhead & Profit) (\$/ hour)		279.32	242.07	216.44	187.96	162.33	136.70	128.16	150.94	128.16		
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL LABOR COST:</b>		<b>230.5</b>	<b>0</b>	<b>330</b>	<b>36</b>	<b>362</b>	<b>0</b>	<b>0</b>	<b>208</b>	<b>0</b>	<b>1167</b>	<b>\$232,734</b>
<b>Reimbursable Expenses</b>												
1 General Expenses												
<b>SUBTOTAL</b>												<b>\$0</b>
<b>TOTAL PROJECT COST:</b>												<b>\$232,734</b>



CLIFF DRIVE RESILIENCY PROJECT		CIVIC KNIT Outreach Coordination		Total Hours	Total Base Fee
		Steve Kinsey	Breeze Kinsey		
 <p>2023 Hourly Rate (\$/ hour)</p> <p>Fringe</p> <p>Overhead</p> <p>Profit</p> <p>Multiplier</p> <p>Billable Rate (Overhead &amp; Profit) (\$/ hour)</p>		275.00	150.00		
		0.00%	0.00%		
		0.00%	0.00%		
		0%	0%		
		1.0	1.0		
		275.00	150.00		
<b>PHASE 1</b>					
<b>Task 1. Project Management and Community/ Stakeholder</b>					
1.1	Project Kickoff	2	4	6	\$1,150
1.2	Outreach Strategy Plan	6	16	22	\$4,050
1.3	Project Budget			0	\$0
1.4	Quality Management Plan			0	\$0
1.5	Contract Management				
	General Project Management			0	\$0
	QA/QC			0	\$0
	Meetings		4	4	\$600
<b>SUBTOTAL</b>		<b>8</b>	<b>24</b>	<b>32</b>	<b>\$5,800</b>
<b>Task 2. Opportunities and Constraints Assessment</b>					
2.1	Document Review	8	24	32	\$5,800
2.2	Existing Conditions Mapping			0	\$0
2.3	Geotechnical Analysis			0	\$0
2.4	Coastal Analysis	6	14	20	\$3,750
2.5	View Corridor			0	\$0
2.6	Hydrology			0	\$0
2.7	Biological Resources	2	2	4	\$850
2.8	Cultural Resources	2	2	4	\$850
2.9	California Coastal Commission	6	3	9	\$2,100
2.10	Opportunities and Constraints Map	2	2	4	\$850
2.11	Contract Management				
	General Project Management			0	\$0
	QA/QC			0	\$0
	Meetings		4	4	\$600
<b>SUBTOTAL</b>		<b>26</b>	<b>51</b>	<b>77</b>	<b>\$14,800</b>
<b>Task 3 Alternatives Analysis</b>					
3.1	Alternatives Analysis	8	20	28	\$5,200
3.2	Outreach - Alternatives Evaluation			0	
	Online	2	48	50	\$7,750
	PDT	4	4	8	\$1,700
	Stakeholders	4	16	20	\$3,500
	Community Meeting	6	16	22	\$4,050
3.3	Alternatives Refinement	2	2	4	\$850
3.4	Outreach - Preferred Alternative				
	Online		8	8	\$1,200
	PDT	4	4	8	\$1,700
	Stakeholders	4	4	8	\$1,700
3.5	Alternatives Report	2	8	10	\$1,750
3.6	LCP Amendment	32	48	80	\$16,000
3.7	Contract Management				
	General Project Management			0	\$0
	QA/QC			0	\$0
	Meetings	0	4	4	\$600
<b>SUBTOTAL</b>		<b>68</b>	<b>182</b>	<b>250</b>	<b>\$46,000</b>
<b>Task 4 Preliminary Engineering</b>					
4.1	35% Design	2	4	6	\$1,150
4.2	Public Utilities			0	\$0
4.3	Outreach Strategy Plan			0	
	Online		18	18	\$2,700
	PDT		6	6	\$900
	Stakeholders		18	18	\$2,700
4.4	Contract Management			0	
	General Project Management			0	\$0
	QA/QC			0	\$0
	Meetings			0	\$0
<b>SUBTOTAL</b>		<b>2</b>	<b>46</b>	<b>48</b>	<b>\$7,450</b>
<b>PHASE 2</b>					
<b>Task 5 Environmental Review and Permitting</b>					
5.1	Project Description			0	\$0
5.2	Admin Draft IS/MND			0	\$0
5.3	Revised Draft IS/MND			0	\$0
5.4	Public Review IS/MND			0	\$0
5.5	Response to Comments/ Final IS/MND			0	\$0
5.6	Public Hearing			0	\$0
5.7	NEPA Support			0	\$0
5.8	Contract Management				
	General Project Management			0	\$0
	QA/QC			0	\$0


CLIFF DRIVE RESILIENCY PROJECT		CIVIC KNIT Outreach Coordination		Total Hours	Total Base Fee
		Steve Kinsey	Breeze Kinsey		
 <p>2023 Hourly Rate (\$/ hour)</p> <p>Fringe</p> <p>Overhead</p> <p>Profit</p> <p>Multiplier</p> <p>Billable Rate (Overhead &amp; Profit) (\$/ hour)</p>		275.00	150.00		
		0.00%	0.00%		
		0.00%	0.00%		
		0%	0%		
		1.0	1.0		
		275.00	150.00		
Meetings			0	\$0	
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 6 Permitting</b>					
6.1	Permit Strategy			0	\$0
6.2	Regulatory Permit Applications			0	\$0
6.3	Coastal Development Permit	28	45	73	\$14,450
6.4	Contract Management				
	General Project Management			0	\$0
	QA/QC			0	\$0
	Meetings			0	\$0
<b>SUBTOTAL</b>		<b>28</b>	<b>45</b>	<b>73</b>	<b>\$14,450</b>
<b>Task 7 Final Design</b>					
7.1	Final Design				
	65% PSE			0	\$0
	95% PSE			0	\$0
7.2	Local Assistance Support			0	\$0
7.3	Contract Management				
	General Project Management			0	\$0
	QA/QC			0	\$0
	Meetings			0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 8 Bidding and Construction Support</b>					
8.1	Bidding Support			0	\$0
8.2	Construction Support			0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL LABOR COST:</b>		<b>132</b>	<b>348</b>	<b>480</b>	<b>\$88,500</b>
<b>Reimbursable Expenses</b>					
1	General Expenses				\$500
2	Travel Expenses				\$400
<b>SUBTOTAL</b>					<b>\$900</b>
<b>TOTAL PROJECT COST:</b>					<b>\$89,400</b>



CLIFF DRIVE RESILIENCY PROJECT		ENGEO								Total Hours	Total Base Fee		
		Geotechnical Engineer											
		Jeanine Ruffoni PM and GE	Walt Crampton GE and QA/QC	Gene Spineto Senior Designer	Varies Assoc Eng/Geo	Varies Staff Eng/Geo	Varies Lab Technician	Varies CAD Specialist	Varies Project Assistant			Varies GIS Analyst	
 <p>2023 Hourly Rate (\$/ hour)</p> <p>Fringe</p> <p>Overhead</p> <p>Profit</p> <p>Multiplier</p> <p>Billable Rate (Overhead &amp; Profit) (\$/ hour)</p>		92.00	96.00	67.00	77.00	52.00	40.00	40.00	37.00	44.00			
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
		260.00%	260.00%	260.00%	260.00%	260.00%	260.00%	260.00%	260.00%	260.00%	260.00%		
		10%	10%	10%	10%	10%	10%	10%	10%	10%	10%		
		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		
<b>PHASE 1</b>													
<b>Task 1. Project Management and Community/ Stakeholder</b>													
1.1	Project Kickoff (one 4-hr in-person meeting and coordination)	24	8	8							40	\$13,908	
1.2	Outreach Strategy Plan										0	\$0	
1.3	Project Budget										0	\$0	
1.4	Quality Management Plan										0	\$0	
1.5	Contract Management												
	General Project Management										0	\$0	
	QA/QC										0	\$0	
	Meetings										0	\$0	
<b>SUBTOTAL</b>		<b>24</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$13,908</b>	
<b>Task 2. Opportunities and Constraints Assessment</b>													
2.1	Document Review	8			8						16	\$5,354	
2.2	Existing Conditions Mapping	8				8					16	\$4,562	
2.3	Geotechnical Analysis (see reimbursable expenses)	40	8	8	16	80	16	16	8	8	200	\$48,724	
2.4	Coastal Analysis										0	\$0	
2.5	View Corridor										0	\$0	
2.6	Hydrology										0	\$0	
2.7	Biological Resources										0	\$0	
2.8	Cultural Resources										0	\$0	
2.9	California Coastal Commission (geotech input limited to 8 hrs)	8	8	8							24	\$8,078	
2.10	Opportunities and Constraints Map										0	\$0	
2.11	Contract Management												
	General Project Management										0	\$0	
	QA/QC										0	\$0	
	Meetings										0	\$0	
<b>SUBTOTAL</b>		<b>64</b>	<b>16</b>	<b>16</b>	<b>24</b>	<b>88</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>8</b>	<b>256</b>	<b>\$66,718</b>	
<b>Task 3 Alternatives Analysis</b>													
3.1	Alternatives Analysis (geotech input on alternatives)	11	8	8							27	\$9,171	
3.2	Outreach Strategy Plan												
	Online										0	\$0	
	PDT										0	\$0	
	Stakeholders										0	\$0	
	Community Meeting										0	\$0	
3.3	Alternatives Refinement										0	\$0	
3.4	Outreach Strategy Plan												
	Online										0	\$0	
	PDT										0	\$0	
	Stakeholders										0	\$0	
3.5	Alternatives Report										0	\$0	
3.6	LCP Amendment										0	\$0	
3.7	Contract Management												
	General Project Management										0	\$0	
	QA/QC										0	\$0	
	Meetings										0	\$0	
<b>SUBTOTAL</b>		<b>11</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>\$9,171</b>	
<b>Task 4 Preliminary Engineering</b>													
4.1	35% Design (geotech input and plan review)	8	8								16	\$5,956	
4.2	Public Utilities												
4.3	Outreach Strategy Plan												
	Online										0	\$0	
	PDT										0	\$0	
	Stakeholders										0	\$0	
4.4	Contract Management												
	General Project Management										0	\$0	
	QA/QC										0	\$0	
	Meetings										0	\$0	
<b>SUBTOTAL</b>		<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$5,956</b>	
<b>PHASE 2</b>													
<b>Task 5 Environmental Review and Permitting</b>													
5.1	Project Description										0	\$0	
5.2	Admin Draft IS/MND										0	\$0	
5.3	Revised Draft IS/MND										0	\$0	
5.4	Public Review IS/MND										0	\$0	
5.5	Response to Comments/ Final IS/MND										0	\$0	
5.6	Public Hearing										0	\$0	
5.7	NEPA Support										0	\$0	
5.8	Contract Management												
	General Project Management										0	\$0	
	QA/QC										0	\$0	
	Meetings										0	\$0	
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
<b>Task 6 Permitting</b>													
6.1	Permit Strategy										0	\$0	
6.2	Regulatory Permit Applications										0	\$0	
6.3	Coastal Development Permit										0	\$0	
6.4	Contract Management												
	General Project Management										0	\$0	
	QA/QC										0	\$0	
	Meetings										0	\$0	
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	
<b>Task 7 Final Design</b>													
7.1	Final Design												
	65% PSE (geotech review)	8									8	\$2,915	
	95% PSE (geotech review)										0	\$0	
7.2	Local Assistance Support										0	\$0	
7.3	Contract Management												
	General Project Management										0	\$0	
	QA/QC										0	\$0	
	Meetings										0	\$0	
<b>SUBTOTAL</b>		<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$2,915</b>	
<b>Task 8 Bidding and Construction Support</b>													
8.1	Bidding Support										0	\$0	
8.2	Construction Support									8	8	\$1,172	

<b>CLIFF DRIVE RESILIENCY PROJECT</b>  <b>SUMMARY OF SUB CONSULTANT LABOR EFFORT</b>		<b>ENGEO</b> Geotechnical Engineer								<b>Total Hours</b>	<b>Total Base Fee</b>	
		Jeanine Ruffoni <b>PM and GE</b>	Walt Crampton <b>GE and QA/QC</b>	Gene Spineto <b>Senior Designer</b>	Varies <b>Assoc Eng/Geo</b>	Varies <b>Staff Eng/Geo</b>	Varies <b>Lab Technician</b>	Varies <b>CAD Specialist</b>	Varies <b>Project Assistant</b>			Varies <b>GIS Analyst</b>
2023 Hourly Rate (\$/ hour)		92.00	96.00	67.00	77.00	52.00	40.00	40.00	37.00	44.00		
Fringe		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
Overhead		260.00%	260.00%	260.00%	260.00%	260.00%	260.00%	260.00%	260.00%	260.00%		
Profit		10%	10%	10%	10%	10%	10%	10%	10%	10%		
Multiplier		4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0		
Billable Rate (Overhead & Profit) (\$/ hour)		364.32	380.16	265.32	304.92	205.92	158.40	158.40	146.52	174.24		
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>\$1,172</b>
<b>TOTAL LABOR COST:</b>		<b>115</b>	<b>40</b>	<b>32</b>	<b>24</b>	<b>88</b>	<b>16</b>	<b>16</b>	<b>16</b>	<b>8</b>	<b>355</b>	<b>\$99,840</b>
<b>Reimbursable Expenses</b>												
1	Geotech Exploration - drill, traffic control, permit fees, disposal, etc											\$24,000
2	Prevailing wage related - overtime hours, per diem											\$2,500
<b>SUBTOTAL</b>												<b>\$26,500</b>
<b>TOTAL PROJECT COST:</b>												<b>\$126,340</b>



<b>CLIFF DRIVE RESILIENCY PROJECT</b>  <b>SUMMARY OF SUB CONSULTANT LABOR EFFORT</b>		MOFFATT AND NICHOL						Total Hours	Total Base Fee
		Coastal Engineer							
 2023 Hourly Rate (\$/ hour) Fringe Overhead Profit Multiplier Billable Rate (Overhead & Profit) (\$/ hour)		Dilip Trivedi PIC/Lead Coastal Engineer	Mads Jorgensen Sr. Coastal Engineer	Neil Nichols PM/Design Lead	Cheng-Feng Tsai Coastal Modeler	Justin Estrada Engineer I	CADD Phu Minh Hua		
		110.50	95.45	84.50	75.25	46.50	47.50		
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
		179.80%	179.80%	179.80%	179.80%	179.80%	179.80%		
		9%	9%	9%	9%	9%	9%		
		3.0	3.0	3.0	3.0	3.0	3.0		
		337.01	291.11	257.71	229.50	141.82	144.87		
<b>PHASE 1</b>									
<b>Task 1. Project Management and Community/ Stakeholder</b>									
1.1	Project Kickoff	8		8				16	\$4,758
1.2	Outreach Strategy Plan							0	\$0
1.3	Project Budget							0	\$0
1.4	Quality Management Plan							0	\$0
1.5	Contract Management								
	General Project Management							0	\$0
	QA/QC							0	\$0
	Meetings							0	\$0
<b>SUBTOTAL</b>		<b>8</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$4,758</b>
<b>Task 2. Opportunities and Constraints Assessment</b>									
2.1	Document Review	4	12	8	24			48	\$12,411
2.2	Existing Conditions Mapping			4				4	\$1,031
2.3	Geotechnical Analysis							0	\$0
2.4	Coastal Analysis	16	48	24	100			188	\$48,500
2.5	View Corridor							0	\$0
2.6	Hydrology		8	4				12	\$3,360
2.7	Biological Resources							0	\$0
2.8	Cultural Resources							0	\$0
2.9	California Coastal Commission	4		8				12	\$3,410
2.10	Opportunities and Constraints Map							0	\$0
2.11	Contract Management								
	General Project Management			4				4	\$1,031
	QA/QC	4						4	\$1,348
	Meetings			4				4	\$1,031
<b>SUBTOTAL</b>		<b>28</b>	<b>68</b>	<b>56</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>276</b>	<b>\$72,121</b>
<b>Task 3 Alternatives Analysis</b>									
3.1	Alternatives Analysis	2	8	16	8		4	38	\$9,542
3.2	Outreach Strategy Plan								
	Online							0	\$0
	PDT							0	\$0
	Stakeholders							0	\$0
	Community Meeting	8		8				16	\$4,758
3.3	Alternatives Refinement	4	6	12			8	30	\$7,346
3.4	Outreach Strategy Plan								
	Online							0	\$0
	PDT							0	\$0
	Stakeholders							0	\$0
3.5	Alternatives Report	4	8	8	2			22	\$6,198
3.6	LCP Amendment							0	\$0
3.7	Contract Management								
	General Project Management							0	\$0
	QA/QC							0	\$0
	Meetings	4		8				12	\$3,410
<b>SUBTOTAL</b>		<b>22</b>	<b>22</b>	<b>52</b>	<b>10</b>	<b>0</b>	<b>12</b>	<b>118</b>	<b>\$31,253</b>
<b>Task 4 Preliminary Engineering</b>									
4.1	35% Design	8	24	40		24	40	136	\$29,189
4.2	Public Utilities								
4.3	Outreach Strategy Plan								
	Online							0	\$0
	PDT							0	\$0
	Stakeholders							0	\$0
4.4	Contract Management								
	General Project Management							0	\$0
	QA/QC							0	\$0
	Meetings	4		8				12	\$3,410
<b>SUBTOTAL</b>		<b>12</b>	<b>24</b>	<b>48</b>	<b>0</b>	<b>24</b>	<b>40</b>	<b>148</b>	<b>\$32,599</b>
<b>PHASE 2</b>									
<b>Task 5 Environmental Review and Permitting</b>									
5.1	Project Description	4	8	8				20	\$5,739
5.2	Admin Draft IS/MND	4	4					8	\$2,512
5.3	Revised Draft IS/MND							0	\$0
5.4	Public Review IS/MND		4					4	\$1,164
5.5	Response to Comments/ Final IS/MND	2	4	8	4			18	\$4,818
5.6	Public Hearing							0	\$0
5.7	NEPA Support							0	\$0
5.8	Contract Management								
	General Project Management							0	\$0
	QA/QC							0	\$0
	Meetings	8		8				16	\$4,758
<b>SUBTOTAL</b>		<b>18</b>	<b>20</b>	<b>24</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>66</b>	<b>\$18,991</b>
<b>Task 6 Permitting</b>									



# CLIFF DRIVE RESILIENCY PROJECT

## SUMMARY OF SUB CONSULTANT LABOR EFFORT

### NORTHGATE ENVIRONMENTAL CEQA, NEPA, and Permitting

	Sam Merrill PM and QA/QC	Richard Grassetti CEQA Specialist	Geoff Hornek MND Support (AQ/GHG)	Megan Aikawa Graphics Support	Megan Aikawa Admin
2023 Hourly Rate (\$/ hour)	90.98	132.00	110.00	58.41	27.04
Fringe	0.00%	0.00%	0.00%	0.00%	0.00%
Overhead	155.00%	15.91%	16.36%	155.00%	155.00%
Profit	10%	10%	10%	10%	10%
Multiplier	2.3	2.0	2.0	2.3	2.3
Billable Rate (Overhead & Profit) (\$/ hour)	209.25	264.00	220.00	134.34	62.19



Total Hours

Total Base Fee

### PHASE 1

#### Task 1. Project Management and Community/ Stakeholder

1.1 Project Kickoff						0	\$0
1.2 Outreach Strategy Plan						0	\$0
1.3 Project Budget						0	\$0
1.4 Quality Management Plan						0	\$0
1.5 Contract Management							
General Project Management						0	\$0
QA/QC						0	\$0
Meetings						0	\$0
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>

#### Task 2. Opportunities and Constraints Assessment

2.1 Document Review						0	\$0
2.2 Existing Conditions Mapping						0	\$0
2.3 Geotechnical Analysis						0	\$0
2.4 Coastal Analysis						0	\$0
2.5 View Corridor						0	\$0
2.6 Hydrology						0	\$0
2.7 Biological Resources	8				8	16	\$2,172
2.8 Cultural Resources	8				8	16	\$2,172
2.9 California Coastal Commission						0	\$0
2.10 Opportunities and Constraints Map						0	\$0
2.11 Contract Management							
General Project Management						0	\$0
QA/QC						0	\$0
Meetings						0	\$0
<b>SUBTOTAL</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>32</b>	<b>\$4,343</b>

#### Task 3 Alternatives Analysis

3.1 Alternatives Analysis						0	\$0
3.2 Outreach Strategy Plan							
Online						0	\$0
PDT						0	\$0
Stakeholders						0	\$0
Community Meeting						0	\$0
3.3 Alternatives Refinement						0	\$0
3.4 Outreach Strategy Plan							
Online						0	\$0
PDT						0	\$0
Stakeholders						0	\$0
3.5 Alternatives Report						0	\$0
3.6 LCP Amendment						0	\$0
3.7 Contract Management							
General Project Management						0	\$0
QA/QC						0	\$0
Meetings						0	\$0
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>

#### Task 4 Preliminary Engineering

4.1 35% Design						0	\$0
4.2 Public Utilities							
4.3 Outreach Strategy Plan							
Online						0	\$0
PDT						0	\$0
Stakeholders						0	\$0
4.4 Contract Management							
General Project Management						0	\$0
QA/QC						0	\$0
Meetings						0	\$0
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>

### PHASE 2

#### Task 5 Environmental Review and Permitting

5.1 Project Description						0	\$0
5.2 Admin Draft IS/MND		116				116	\$30,624
5.3 Revised Draft IS/MND		20				20	\$5,280
5.4 Public Review IS/MND		20				20	\$5,280
5.5 Response to Comments/ Final IS/MND		68				68	\$17,952
5.6 Public Hearing		16				16	\$4,224
5.7 NEPA Support						0	\$0
5.8 Contract Management							
General Project Management	45			10	10	65	\$11,382
QA/QC	20					20	\$4,185

CLIFF DRIVE RESILIENCY PROJECT		NORTHGATE ENVIRONMENTAL					Total Hours	Total Base Fee
		CEQA, NEPA, and Permitting						
SUMMARY OF SUB CONSULTANT LABOR EFFORT		Sam Merrill PM and QA/QC	Richard Grassetti CEQA Specialist	Geoff Hornek MND Support (AQ/GHG)	Megan Aikawa Graphics Support	Megan Aikawa Admin		
	2023 Hourly Rate (\$/ hour)	90.98	132.00	110.00	58.41	27.04		
	Fringe	0.00%	0.00%	0.00%	0.00%	0.00%		
	Overhead	155.00%	15.91%	16.36%	155.00%	155.00%		
	Profit	10%	10%	10%	10%	10%		
	Multiplier	2.3	2.0	2.0	2.3	2.3		
	Billable Rate (Overhead & Profit) (\$/ hour)	209.25	264.00	220.00	134.34	62.19		
Meetings							0	\$0
<b>SUBTOTAL</b>		<b>65</b>	<b>240</b>	<b>0</b>	<b>10</b>	<b>10</b>	<b>325</b>	<b>\$78,927</b>
<b>Task 6 Permitting</b>								
6.1	Permit Strategy						0	\$0
6.2	Regulatory Permit Applications			52			52	\$11,440
6.3	Coastal Development Permit						0	\$0
6.4	Contract Management							
	General Project Management	45			10	10	65	\$11,382
	QA/QC	20					20	\$4,185
	Meetings						0	\$0
<b>SUBTOTAL</b>		<b>65</b>	<b>0</b>	<b>52</b>	<b>10</b>	<b>10</b>	<b>137</b>	<b>\$27,007</b>
<b>Task 7 Final Design</b>								
7.1	Final Design							
	65% PSE						0	\$0
	95% PSE						0	\$0
7.2	Local Assistance Support						0	\$0
7.3	Contract Management							
	General Project Management						0	\$0
	QA/QC						0	\$0
	Meetings						0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 8 Bidding and Construction Support</b>								
8.1	Bidding Support						0	\$0
8.2	Construction Support						0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL LABOR COST:</b>		<b>146</b>	<b>240</b>	<b>52</b>	<b>20</b>	<b>36</b>	<b>494</b>	<b>\$110,277</b>
<b>Reimbursable Expenses</b>								
	ALBION ENVIRONMENTAL	Cultural Resources						\$50,223
	ECOLOGICAL CONCERNS	Botanical						\$9,292
	SUNSET ECOLOGICAL SOLUTIONS	Permitting						\$69,788
	RCH GROUP	Noise						\$12,000



<b>CLIFF DRIVE RESILIENCY PROJECT</b>  <b>SUMMARY OF SUB CONSULTANT LABOR EFFORT</b>  2023 Hourly Rate (\$/ hour) Fringe Overhead Profit Multiplier Billable Rate (Overhead & Profit) (\$/ hour)	BESS TEST LABS			Total Hours	Total Base Fee
	Utility Locating				
	Varies PM a	Varies Field Crew	Varies Technician		
	55.00	160.00	45.00		
	10.00%	10.00%	10.00%		
	165.00%	165.00%	165.00%		
	10%	10%	10%		
	3.0	3.0	3.0		
	166.38	484.00	136.13		
	<b>PHASE 1</b>				
<b>Task 1. Project Management and Community/ Stakeholder</b>					
1.1 Project Kickoff				0	\$0
1.2 Outreach Strategy Plan				0	\$0
1.3 Project Budget				0	\$0
1.4 Quality Management Plan				0	\$0
1.5 Contract Management					
General Project Management				0	\$0
QA/QC				0	\$0
Meetings				0	\$0
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 2. Opportunities and Constraints Assessment</b>					
2.1 Document Review				0	\$0
2.2 Existing Conditions Mapping	16	8	20	44	\$9,257
2.3 Geotechnical Analysis				0	\$0
2.4 Coastal Analysis				0	\$0
2.5 View Corridor				0	\$0
2.6 Hydrology				0	\$0
2.7 Biological Resources				0	\$0
2.8 Cultural Resources				0	\$0
2.9 California Coastal Commission				0	\$0
2.10 Opportunities and Constraints Map				0	\$0
2.11 Contract Management					
General Project Management				0	\$0
QA/QC				0	\$0
Meetings				0	\$0
<b>SUBTOTAL</b>	<b>16</b>	<b>8</b>	<b>20</b>	<b>44</b>	<b>\$9,257</b>
<b>Task 3 Alternatives Analysis</b>					
3.1 Alternatives Analysis				0	\$0
3.2 Outreach Strategy Plan					
Online				0	\$0
PDT				0	\$0
Stakeholders				0	\$0
Community Meeting				0	\$0
3.3 Alternatives Refinement				0	\$0
3.4 Outreach Strategy Plan					
Online				0	\$0
PDT				0	\$0
Stakeholders				0	\$0
3.5 Alternatives Report				0	\$0
3.6 LCP Amendment				0	\$0
3.7 Contract Management					
General Project Management				0	\$0
QA/QC				0	\$0
Meetings				0	\$0
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 4 Preliminary Engineering</b>					
4.1 35% Design				0	\$0
4.2 Public Utilities					
4.3 Outreach Strategy Plan					
Online				0	\$0
PDT				0	\$0
Stakeholders				0	\$0
4.4 Contract Management					
General Project Management				0	\$0
QA/QC				0	\$0
Meetings				0	\$0
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>PHASE 2</b>					
<b>Task 5 Environmental Review and Permitting</b>					
5.1 Project Description				0	\$0
5.2 Admin Draft IS/MND				0	\$0
5.3 Revised Draft IS/MND				0	\$0
5.4 Public Review IS/MND				0	\$0
5.5 Response to Comments/ Final IS/MND				0	\$0
5.6 Public Hearing				0	\$0
5.7 NEPA Support				0	\$0
5.8 Contract Management					
General Project Management				0	\$0
QA/QC				0	\$0

CLIFF DRIVE RESILIENCY PROJECT		BESS TEST LABS			Total Hours	Total Base Fee
		Utility Locating				
SUMMARY OF SUB CONSULTANT LABOR EFFORT		Varies PM a	Varies Field Crew	Varies Technician		
	2023 Hourly Rate (\$/ hour)	55.00	160.00	45.00		
	Fringe	10.00%	10.00%	10.00%		
	Overhead	165.00%	165.00%	165.00%		
	Profit	10%	10%	10%		
	Multiplier	3.0	3.0	3.0		
	Billable Rate (Overhead & Profit) (\$/ hour)	166.38	484.00	136.13		
	Meetings				0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 6 Permitting</b>						
6.1	Permit Strategy				0	\$0
6.2	Regulatory Permit Applications				0	\$0
6.3	Coastal Development Permit				0	\$0
6.4	Contract Management					
	General Project Management				0	\$0
	QA/QC				0	\$0
	Meetings				0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 7 Final Design</b>						
7.1	Final Design					
	65% PSE				0	\$0
	95% PSE				0	\$0
7.2	Local Assistance Support				0	\$0
7.3	Contract Management					
	General Project Management				0	\$0
	QA/QC				0	\$0
	Meetings				0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>Task 8 Bidding and Construction Support</b>						
8.1	Bidding Support				0	\$0
8.2	Construction Support				0	\$0
<b>SUBTOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>
<b>TOTAL LABOR COST:</b>		<b>16</b>	<b>8</b>	<b>20</b>	<b>44</b>	<b>\$9,257</b>
<b>Reimbursable Expenses</b>						
1	General Expenses					\$500
2						\$0
<b>SUBTOTAL</b>						<b>\$500</b>
<b>TOTAL PROJECT COST:</b>						<b>\$9,757</b>



**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT**

Cliff Drive Resiliency Project  
CSW / Stuber-Stroeh Engineering Group

THIS AGREEMENT is entered into on October 12, 2023, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and CSW / Stuber-Stroeh Engineering Group, hereinafter called "Consultant".

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

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

**SECTION 1  
Scope of Services**

The services to be performed under this Agreement are for the Cliff Drive Resiliency Project – Planning, Environmental, Design, PS&E, and Construction Support Services and further detailed in Appendix One.

**SECTION 2  
Duties of Consultant**

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

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

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

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

**SECTION 3  
Duties of the City**

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

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. City shall not control or direct the manner in which the services are to be performed. However, the work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved.

If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

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

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

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

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

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

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

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

Work shall begin on or about October 16, 2023

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

#### SECTION 7 **Termination**

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

**SECTION 8  
Insurance**

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

***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

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

***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

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

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

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

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

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

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

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

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

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

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

## **SECTION 9 Indemnification**

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

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

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

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

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

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

**SECTION 12**  
**Assignment**

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

**SECTION 13**  
**Amendments**

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

## SECTION 14 Nondiscrimination Assurances

During the performance of this Agreement, Consultant, for itself, its assignees and successors in interest ( hereinafter collectively referred to as Consultant) agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, ( hereinafter referred to as the " Regulations "), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination: Consultant, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21. 5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed by a subcontractor, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of the Consultant' s obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Consultant' s books, records, accounts, other sources of information, and its facilities as may be determined by State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of RECIPIENT' s noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to Consultant under the Agreement within a reasonable period of time, not to exceed 90 days; and /or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of paragraphs 29 ( A) through (E) in every sub - agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Consultant shall take such action with respect to any sub - agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub - applicant or supplier as a result of such direction, Consultant may request State enter into such litigation to protect the interests of State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

## SECTION 15 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.

2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.

3. *Licensure.* Consultant warrants thereby represents that he or she has an established trade, occupation, or business in the same nature of services Consultant is performing under this Agreement. Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.

4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.

5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.

6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.

7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee of the City.

8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.

9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

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

CONSULTANT  
CSW / Stuber-Stroeh Engineering Group  
303 Twin Dolphin Drive  
Redwood City, CA 94065  
415-883-9850

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

By: \_\_\_\_\_  
Robert Stevens, President

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

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

Approved as to Form:

\_\_\_\_\_  
Samantha W. Zutler, City Attorney



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

## **APPENDIX TWO Fees and Payments**

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

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

Expenses may include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$1,192,774 (One Million One Hundred Ninety-Two Thousand Seven Hundred Seventy-Four Dollars and Zero Cents), without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list a brief description of the services performed, the date the services were performed, the hours spent and by whom, and a brief description of the actual costs and expenses incurred. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of CSW / Stuber-Stroeh Engineering Group, that the charge of \$1,192,774 as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated October 12, 2023, and has not been previously paid."

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA  
AMENDING THE 2023-24 FISCAL YEAR CITY BUDGET AND CAPITAL IMPROVEMENT  
PROGRAM BUDGET**

**WHEREAS**, it is necessary to adopt the 2023-24 Fiscal Year Budget for all City funds and Capital Improvement Program; and

**WHEREAS**, the City Council conducted budget study sessions, heard and considered public comments, had modified and proposed a budget accordingly, and on June 22, 2023, adopted such budget for the Fiscal Year July 1, 2023, through June 30, 2024; and

**WHEREAS**, since the adoption of the budget the City has been awarded \$1,193,700 in federal and state grants funding for the Cliff Drive Resiliency Project; and

**WHEREAS**, it is necessary to amend the Fiscal Year 2023-24 Adopted Budget to include the \$1,193,700 of grant revenue and \$1,193,000 in project design expenditures; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Capitola that the 2023-24 Fiscal Year Budget is hereby amended, including Exhibit A (Budget Amendment) to this Resolution; and

**BE IT FURTHER RESOLVED** that the Finance Director is directed to enter the budget into the City's accounting records in accordance with appropriate accounting practices, and the City Manager, with the Finance Director's assistance, shall assure compliance therewith.

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 24th day of August 2023, by the following vote:

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

\_\_\_\_\_  
Marguax Keiser, Mayor

ATTEST:

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

# City of Capitola Budget Adjustment Form



Item 8 A.

Date 10/6/2023

Requesting Department Public Works

Administrative Council

Item # TBD  
 Council Date Oct. 12, 2023  
 Council Approval \_\_\_\_\_

Revenues		
Account #	Account Description	Increase/Decrease
1200-00-00-000-3310.200	Federal Grants - Capital	743,700
1200-00-00-000-3320.200	State Frants - Capital	450,000
<b>Total</b>		<b>1,193,700</b>

Expenditures		
Account #	Account Description	Increase/Decrease
1200-00-000-4355.605	Design & Architecture - Capital	1,193,700
<b>Total</b>		<b>1,193,700</b>

Net Impact -

Purpose: Cliff Drive Resiliency Project  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Approval \_\_\_\_\_  
 Finance Department Approval John Malberg  
 City Manager Approval \_\_\_\_\_

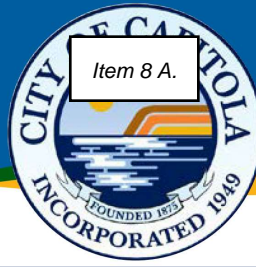


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# Cliff Drive Resiliency Project

City Council  
October 12, 2023

# Cliff Drive Resiliency Project Background



## Cliff Drive

- Heavily utilized arterial road
- Emergency Access
- Multi-user

## Sustained damage January 2023

- Rip rap revetment damage
- Localized bluff erosion

## Funding Secured

- FHWA ER
- CCC LCP Grant



Localized erosion  
lower parking lot

Localized erosion,  
upper parking lot

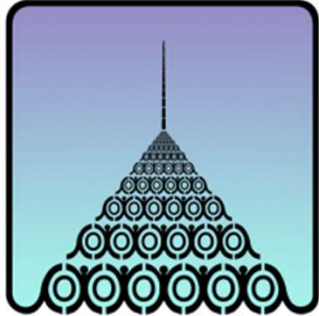
Google







# Cliff Drive Resiliency Project Design Consultant Selection



moffatt & nichol



# Cliff Drive Resiliency Project

## Design Scope



### Phase 1 - Alternatives

- Existing conditions, opportunities, and constraints
- Community and stakeholder outreach
- Project alternatives
- Refine preferred alternative for CEQA and NEPA

### Phase 2 -Environmental Review and Design

- Environmental review and regulatory permits
- Final plans for bidding and construction

# Cliff Drive Resiliency Project

## Phase 1: Opportunities and Constraints Assessment



### Tasks

- Assess existing conditions (property boundaries, topography, utilities, etc.)
- Initial technical analyses
- Understand precedent and mitigation measures for bluff armoring

### Deliverable

- Opportunities and constraints map integrating topography, boundaries, environmental and cultural resources, geologic hazards, and view corridors.

# Cliff Drive Resiliency Project

## Phase 1: Alternatives Analysis



### Tasks

- Detailed analysis and visual exhibits of alternatives
- Outreach
- Refine alternatives and identify preferred option

### Deliverable

- Final alternatives report and preferred alternative
- LCP Amendment

# Cliff Drive Resiliency Project

## Phase 1: Preliminary Engineering



### Tasks

- Final technical analyses and surveying
- Stakeholder Outreach

### Deliverable

- 35% PS&E and renderings

# Cliff Drive Resiliency Project

## Phase 2: Environmental Review

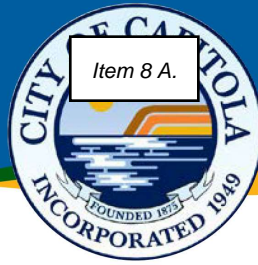


### Tasks

- Project description based on 35% design
- Prepare and circulate CEQA documentation (IS/MND)
- NEPA categorical exclusions

# Cliff Drive Resiliency Project

## Phase 2: Permitting



### Regulatory Permit Applications

- Endangered Species Act Biological Assessment, Lake and Streambed Alteration Agreement, Cultural Resources Assessment, USACE Nationwide Permit, Water Quality Certification
- And more!

### Coastal Development Permit

- Complete application and secure approval through the Local Coastal Program



# Cliff Drive Resiliency Project

## Phase 2: Final Design

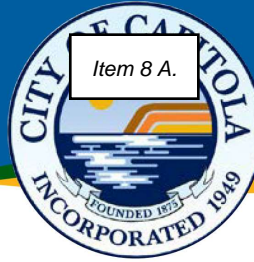


Final (bid ready) PS&E

Documents for Caltrans Local Assistance

- Request for authorization

# Cliff Drive Resiliency Project Project Schedule



	2023 Q4			2024 Q1			2024 Q2			2024 Q3			2024 Q4			2025 Q1			2025 Q2		
TASK	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Phase 1 - Alternatives																					
Opportunities and Constraints	Green	Green	Green	Grey				Yellow						Light Green						Yellow	
Alternatives Analysis		Light Green		Grey	Grey	Grey	Yellow	Yellow	Yellow	Blue	Blue	Blue		Light Green						Yellow	
Preliminary Engineering		Light Green					Yellow	Yellow	Yellow	Blue	Blue	Blue		Light Green						Yellow	
Phase 2 - Environmental Review and Design																					
Environmental Review		Light Green						Yellow	Yellow	Blue	Blue	Blue	Green	Green	Green					Yellow	
Permitting		Light Green						Yellow	Yellow	Blue	Blue	Blue	Green	Green	Green					Yellow	
Final Design		Light Green						Yellow						Light Green	Green	Grey	Grey	Grey	Yellow	Yellow	

# Cliff Drive Resiliency Project

## Fiscal Impact



Federal ER funding awarded: \$839,408

- FHWA/Caltrans LA reimbursement: \$743,127 (88.53%)

City match: \$96,281 (11.47%)

- Coastal Commission grant: \$96,281

Total project budget: \$1.2M

- Remaining design project budget covered by CCC Grant (\$354k)
- $\$743k + \$96k + \$354k = \$1.2M$

# Cliff Drive Resiliency Project Construction Funding



Available funding: \$8.4M

- Federal funding reimbursement rate: 88.53%

City match: \$918,000 (11.47%)

- Measure F
- State Coastal Conservancy
- Other Grant Opportunities

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# Recommended Action

- Authorize City Manager to execute a Professional Services Agreement with CSW/ST2 substantially similar form as the attached agreement
  - Pending Caltrans A&I and A&E approval
- Adopt a resolution amending FY 2023-24 Budget to accept and appropriate grant funding from CCC and FHWA



# Capitola City Council

## Agenda Report

**Meeting:** October 12, 2023  
**From:** Community Development Department  
**Subject:** Housing Element Update



**Recommended Action:** Accept presentation and direct staff to incorporate Planning Commission and the California Department of Housing and Community Development recommendations into the Draft Housing Element update in preparation for adoption hearings.

**Background:** In accordance with applicable State housing law, local jurisdictions are legally required to adopt plans and programs for housing that provide opportunities for, and do not unduly constrain, housing development. The Housing Element, which is one of seven State-mandated components of the City's General Plan, is a mechanism by which the State requires local jurisdictions to provide a variety of housing options and strive toward reaching regional housing needs. The Housing Element should also maintain civic and local responsibility toward economic, environmental, and fiscal factors and community goals stated within adopted General Plan documents.

Housing Elements are required to be updated every eight years. The City's current Housing Element was adopted by the Capitola City Council in 2015 and certified by the State of California in 2016 and will be in effect through December 2023. The City is required by law to update the Housing Element for the 2023-2031 planning period (also known as the sixth cycle) and have the updated Housing Element adopted and sent to the California Department of Housing and Community Development (HCD) for certification by December 15, 2023.

On May 12, 2022, the City Council authorized an agreement with RRM Design Group (RRM) for the preparation of the 2023-2031 Housing Element. Staff has worked with RRM to assess existing and projected housing needs, review the existing Housing Element, and commence work on the updated Housing Element.

Pursuant to applicable State housing law, the City solicited public input from all segments of the community in the preparation of the Housing Element. This included stakeholder meetings (November 2022), two community workshops (February 16, 2023 and May 16, 2023), an online housing survey (November 2022 – March 2023), Planning Commission meetings (February 2, May 4, and June 1), City Council meetings (February 9 and June 8), and a joint Planning Commission and City Council work session (March 16, 2023). Each of the public meetings provided an opportunity for public comment.

On May 10, 2023, a draft of the Housing Element was published for public review. Following the thirty-day publishing period (during which the draft Housing Element was mentioned during a Planning Commission meeting and a City Council meeting), the initially published draft was updated to incorporate additional information as requested during the public review period.

On July 5, 2023, Capitola's Housing Element was submitted to the State of California Department of Housing and Community Development (HCD), initiating the required 90-day review process. Since submission to HCD, staff has received two rounds of preliminary comments from the State. In response to each round of comments, the Housing Element was updated, republished for public review, and resubmitted to HCD (August 29, 2023, and September 19, 2023).

On October 3, 2023, final comments from the HCD were received (Attachment 1). The letter included requests for additional information and incorporating new strategies that go beyond AB9 and ADU laws to create additional housing mobility opportunities within single-family neighborhoods. In response to the request, the housing element consultant team is suggesting a program to allow duplexes on corner lots

in single-family neighborhoods. This program has been accepted by HCD in other jurisdictions with certified Housing Elements.

On October 5, 2023, the Planning Commission received an update on the Housing Element and directed staff to incorporate HCD recommendations as well as edits to state lands, the shopping center program, and community benefits incentives program into the draft and prepare the document for adoption hearings. The Commission recommended adding a new program to work with State during the 6<sup>th</sup> Cycle to initiate discussions and possible planning for housing opportunities on state lands including the DMV site and New Brighton State Park. They also asked staff to modify the shopping center program and community benefits incentives program to ensure deliverables are based on the outcome of the current mall redevelopment land use study. A special Planning Commission meeting is scheduled for October 19, 2023, for review and formal recommendation on the Housing Element.

Discussion: The purpose of this agenda item is to provide the City Council with an update on the HCD review of the Housing Element review.

The latest draft, published on September 19, 2023, is available in hard copy at Capitola City Hall and the Capitola Library. The Housing Element is also available at the City's website at the link below: [https://www.cityofcapitola.org/sites/default/files/fileattachments/community\\_development/page/21944/capitola\\_he\\_hcd\\_draft\\_september\\_19-2023\\_with\\_appendices-rev1.pdf](https://www.cityofcapitola.org/sites/default/files/fileattachments/community_development/page/21944/capitola_he_hcd_draft_september_19-2023_with_appendices-rev1.pdf).

Revisions to HCD's first response can be found in blue font. Revisions to HCD's second response can be found in blue font with yellow highlight.

As mentioned above, City staff received two rounds of comments and attended two meetings with HCD during the 90-day review period. The HCD comments varied from minor edits and requests for additional information, to requiring greater commitments to programs, adding new programs, and modifying the sites inventory. With regards to the sites inventory, the City received comments from HCD and the public related to overreliance on the mall site, distribution of sites City-wide, and no net loss. The City's experienced Housing Element team, comprised of RRM Design and Veronica Tam & Associates, worked diligently to address all HCD comments, publish updates in compliance with the required 7-day minimum public review period, and resubmit to HCD. Typically, staff would bring each round of modification to the Planning Commission and City Council for review, but in an effort to comply with the required December 15<sup>th</sup> deadline for submitting an adopted Housing Element and avoid the state penalizations for not doing so, all modifications were made at a staff level to stay on schedule. Attachment 2 is a list of modifications completed during the 90-day review period.

The following identifies the next steps for the Housing Element update.

<u>Next Steps</u>	<u>Date</u>
Receive final HCD Comments from 90-day review	October 3, 2023
Planning Commission Update on HCD review	October 5, 2023
City Council Update on HCD review	October 12, 2023
Conduct Planning Commission and City Council adoption hearing	October/November 2023
Submit Housing Element to HCD for Certification	Prior to December 15, 2023

CEQA: The housing consultant is currently drafting the CEQA documents for public hearings.

Fiscal Impact: There is no fiscal impact associated with this update.

Attachments:

1. HCD Comment Letter October , 2023
2. Summary of Modifications from HCD 90-day review period

Report Prepared By: Katie Herlihy, Community Development Director

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

Approved By: Jamie Goldstein, City Manager



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500  
Sacramento, CA 95833  
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[www.hcd.ca.gov](http://www.hcd.ca.gov)



October 3, 2023

Katie Herlihy, Director  
Community Development Department  
City of Capitola  
420 Capitola Avenue  
Capitola, CA 95010

Dear Katie Herlihy:

**RE: City of Capitola's 6<sup>th</sup> Cycle (2023-2031) Draft Housing Element**

Thank you for submitting the City of Capitola's (City) draft housing element received for review on July 5, 2023, along with revisions received on September 19, 2023. Pursuant to Government Code section 65585, subdivision (b), the California Department of Housing and Community Development (HCD) is reporting the results of its review. Our review was facilitated by a conversation on September 6, 2023, with the City's housing element team. In addition, HCD considered comments from Santa Cruz YIMBY pursuant to Government Code section 65585, subdivision (c).

The draft element addresses many statutory requirements; however, revisions will be necessary to substantially comply with State Housing Element Law (Gov. Code, § 65580 et seq). The revisions needed to comply with State Housing Element Law are as follows:

1. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics... (Gov. Code, § 65583, subd. (c)(5).)*

**Goals, Actions, Metrics, and Milestones:** Promoting housing mobility removes barriers to higher opportunity and income areas and strategically enhances access to housing choices and affordability. The element must include significant actions to promote housing mobility within the City and relative to the region to promote more inclusive communities. While the element includes some potentially meaningful actions, largely, these actions are limited to the regional housing need allocation (RHNA) or geographically targeted to high and highest resource areas which is the entire City. Instead, programs to promote housing mobility should consider geographic targeting such as highest resource and relatively higher median income areas or areas of lesser intensity. In addition, the element should consider additional actions with numerical targets (e.g., 200

units) beyond rehabilitation, accessory dwelling units (ADU) and following state laws. Examples of additional actions could include upzoning areas, increasing housing choices (e.g., duplexes to fourplexes), targeting funding, allowing conversion of existing space beyond state ADU and junior accessory dwelling unit (JADU) laws and homesharing.

2. *An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

*Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services...(Gov. Code, § 65583, subd. (c)(1).)*

Capitola Mall: While the element provides information regarding the current uses on the Capitola Mall site, it must still describe the extent to which existing uses may continue to constitute an impediment to residential development. For example, the element cites a previous application and trends in commercial uses but should also evaluate the extent to which existing commercial uses may preclude residential development in the planning period. For example, the element could address existing lease agreements, easements or property conditions that may preclude residential development, whether uses will discontinue or how uses will continue through redevelopment, replacement parking and site planning consideration, potential phasing of the project, development on non-commercial portions of the site, and other factors that support the site's redevelopment during the planning period.

Additionally, given the reliance on the Capitola Mall site to meet the RHNA, the element should include a program that commits to facilitating development and monitoring approvals of the projects (e.g., coordination with applicants to approve entitlements, supporting funding applications, expanding approvals, and monitoring of project progress, including rezoning or identification of additional sites, if necessary).

Realistic Capacity: While the element lists recent projects in the MU-N and C-C zones to estimate realistic development capacity on those sites, the element must further analyze the likelihood of 100 percent nonresidential development and account for this likelihood in the calculation of residential capacity.

Suitability of Nonvacant Sites and Zoning for Lower-Income Households: The element includes sites in the R-1 zone (with a maximum density of 8.7 du/ac) with existing congregational or educational uses currently listed as sites appropriate to meet the lower-income RHNA. However, the element must demonstrate densities appropriate to accommodate housing for lower-income households. For communities with densities that meet specific standards (at least 20 units per acre for Capitola), no analysis is required. (Gov. Code, § 65583.2,

subd. (c)(3).) Otherwise, an analysis must demonstrate appropriate densities based on factors such as market demand, financial feasibility, and development experience within identified zones. In addition, the element should further evaluate the extent existing uses impede additional development. For example, the element mentions excess surface parking and underutilized buildings but should discuss whether those uses will continue or discontinue and if continuing, how the use impacts additional development. Based on the outcomes of this analysis, the element should add or modify programs, including, if applicable, meeting by right requirements pursuant to Government Code section 65583.2, subdivision (h) and (i).

Small Sites: Sites smaller than half an acre are deemed inadequate to accommodate housing for lower-income households unless it is demonstrated, with sufficient evidence, that sites of equivalent size and affordability were successfully developed during the prior planning period or other evidence demonstrates the suitability of these sites. The element mentions some past production on small sites and reports that most of the small sites are under common ownership but should also discuss the potential for consolidation. For example, the element could evaluate the circumstances potentially leading to consolidation such as existing shared access, necessity for consolidation to share access, necessity for consolidation to promote financial feasibility, meet development standards or facilitate site planning. Based on the outcomes of this analysis, the element should add or modify action to encourage lot consolidation. For example, the element could consider graduated density as an additional incentive to promote lot consolidation.

Publicly-Owned Sites: The element mentions publicly-owned sites but should also discuss their suitability for development in the planning period, including status, anticipated schedule and any known barriers to development in the planning period. Based on the outcomes of this analysis, programs should be added or modified to comply with surplus land act requirements, if applicable, target numerical objectives consistent with the inventory and commit to a schedule of actions to facilitate development, including alternative actions if necessary.

Environmental Constraints: While the element generally describes a few environmental conditions within the City, it must relate those conditions to identified sites and describe any other known environmental or other constraints that could impact housing development on identified sites in the planning period, such as lot shape, access, contamination, overlays, and easements.

Electronic Sites Inventory: For your information, pursuant to Government Code section 65583.3, the City must submit an electronic sites inventory with its adopted housing element. The City must utilize standards, forms, and definitions adopted by HCD. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements> for a copy of the form and instructions. The City can reach out to HCD at [sitesinventory@hcd.ca.gov](mailto:sitesinventory@hcd.ca.gov) for technical assistance.

Programs: Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including... ..land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures...(Gov. Code, § 65583, subd. (a)(5).)*

*Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities...(Gov. Code, § 65583, subd. (c)(3).)*

Fees and Exaction: While the element provides a general overview of fees in the City, it should further analyze the total fees as a proportion to the overall development cost. Upon this analysis, the element may need to add or modify programs to reduce fees, as appropriate.

Other Locally Adopted Ordinances – Incentives for Community Benefit: While the element provides some general information on the City’s Incentives for Community Benefit Ordinance, it should analyze the Ordinance’s impact on housing supply and affordability. For example, the element should describe the process which applicants must go through to qualify for these incentives, including any discretionary hearings or standards that might apply. Upon this analysis, the element may need to add or modify a program, as appropriate.

Constraints on Housing for Persons with Disabilities: Program 3.4 commits to permit large residential care facilities in zones where residential uses are permitted but should also clarify these uses will be permitted regardless of licensing and similar to other uses of the same type in the same zone.

Programs: Upon a complete analysis of potential governmental constraints, the City may need to revise or add programs and address and remove or mitigate any identified constraints.

The element will meet the statutory requirements of State Housing Element Law once it has been revised and adopted to substantially comply with the above requirements pursuant to Government Code section 65585.

Public participation in the development, adoption, and implementation of the housing element is essential to effective housing planning. Throughout the housing element process, the City should continue to engage the community, including organizations that represent lower-income and special needs households, by making information regularly

available and considering and incorporating comments where appropriate. Please be aware, any revisions to the element must be posted on the local government's website and to email a link to all individuals and organizations that have previously requested notices relating to the local government's housing element at least seven days before submitting to HCD.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant, the Affordable Housing and Sustainable Communities program, and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. With a compliant housing element, the City will meet housing element requirements for these and other funding sources.

For your information, some general plan element updates are triggered by housing element adoption. HCD reminds the City to consider timing provisions and welcomes the opportunity to provide assistance. For information, please see the Technical Advisories issued by the Governor's Office of Planning and Research at: <https://www.opr.ca.gov/planning/general-plan/guidelines.html>.

HCD appreciates the hard work, dedication, and responsiveness the City's housing element team provided during the update and review. We are committed to assisting the City in addressing all statutory requirements of State Housing Element Law. If you have any questions or need additional technical assistance, please contact Jose Ayala, of our staff, at [Jose.Ayala@hcd.ca.gov](mailto:Jose.Ayala@hcd.ca.gov).

Sincerely,



Paul McDougall  
Senior Program Manager

**Attachment 1:**  
**Modifications to Draft Housing Element in Response to**  
**Public Review and HCD Comments**

The list of modifications corresponds to the chapters of the draft Housing Element:

- **Introduction**
  - addressed public comments the City has received and corresponding edits made to the Housing Element
- **Housing Needs Assessment**
  - summary of needs and resources for special needs groups in Capitola
- **Constraints**
  - clarification that the Affordable Housing Overlay will be removed from the City's Municipal Code and Zoning Map
  - addressed tools the City has regarding maximum densities
  - cumulative impacts of the City's land use controls
  - highlighting the City's recent efforts regarding ADUs
  - clarification on where residential care facilities are permitted in the City
  - explanation of the City's CUP process and findings
  - updates on the City's water rights
- **Housing Need and Opportunities**
  - recent trends of recycling land in Capitola, including for higher density uses
  - detailed list of criteria used in determining the sites in the Housing Element
    - FAR, Building Age and Improvement to Land Ratio
  - additional analysis and explanations about:
    - density assumptions for the sites inventory
    - how the city will facilitate lot consolidation
    - non-vacant sites and the likelihood of them being redeveloped
    - the Capital Mall site, including the previous application received by the City and proposed density
  - changes to site inventory
    - addition of Kings Plaza parking lot and Nob Hill parking lot
    - removal of State-owned sites
    - reallocation of lower density units for some of the inventory properties
- **Housing Plan**
  - Program 1.1
    - ADU assumption (50 ADUs over 8-year period) and additional assistance the City will provide to facilitate ADU development
    - removing the Affordable Housing Overlay
    - updating City documents related to the Mall being a high transit area. Change to occur once site qualifies as a high frequency transit area
  - Program 1.3
    - additional assistance the City will provide to facilitate ADU development
  - Program 1.4
    - expand the Incentivized Zone to key commercial corridors to facilitate mixed use development
  - Program 1.6
    - revise multi-family residential parking requirements
  - Program 1.7
    - new Shopping Center Redevelopment program

- Program 1.8
  - new Religious Facility Housing program
- Program 1.9
  - new SB 9 support program
- Program 2.5
  - encourage developers and contractors to hire local labor
- Program 4.2
  - reinstate the Rental Housing Assistance program
- Program 7.1
  - changes made to the Fair Housing Actions table to increase fair housing opportunities for Capitola residents
- **Appendix D – Sites Inventory**
  - changes to sites inventory table
    - sites 37, 38 and 78 were removed (state-owned properties)
    - site added (site 45)
    - reallocation of lower income units on several sites
    - max FAR column was added
    - shading was added to show sites that meet selection criteria
- **Appendix E – AFFH**
  - additional language about fair housing laws
  - information about displacement risk
  - additional information about persons experiencing homelessness
  - language about the City's Zoning Code updates
  - local knowledge including development patterns and planned capital improvements
  - new housing and mobility strategies
  - new tables and maps based on the Element's revised sites inventory
  - prioritizing contributing factors



# City of Capitola Housing Element Update

**CITY COUNCIL**  
OCTOBER 12, 2023





# Tonight's Topics

- **Housing Element Overview**
- **HCD 90-day review**
- **Next steps**

# What is the Housing Element?



One of seven required elements of the General Plan



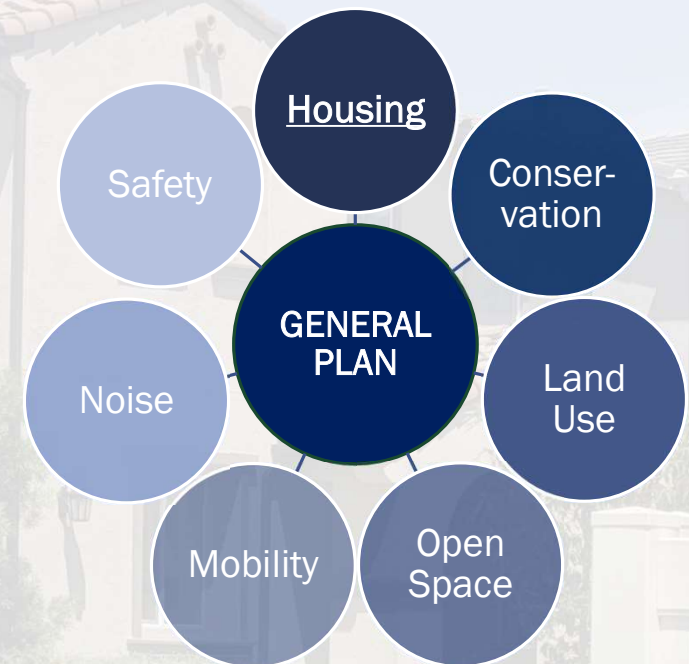
Assessment of City's housing needs and how best to accommodate existing and future housing needs



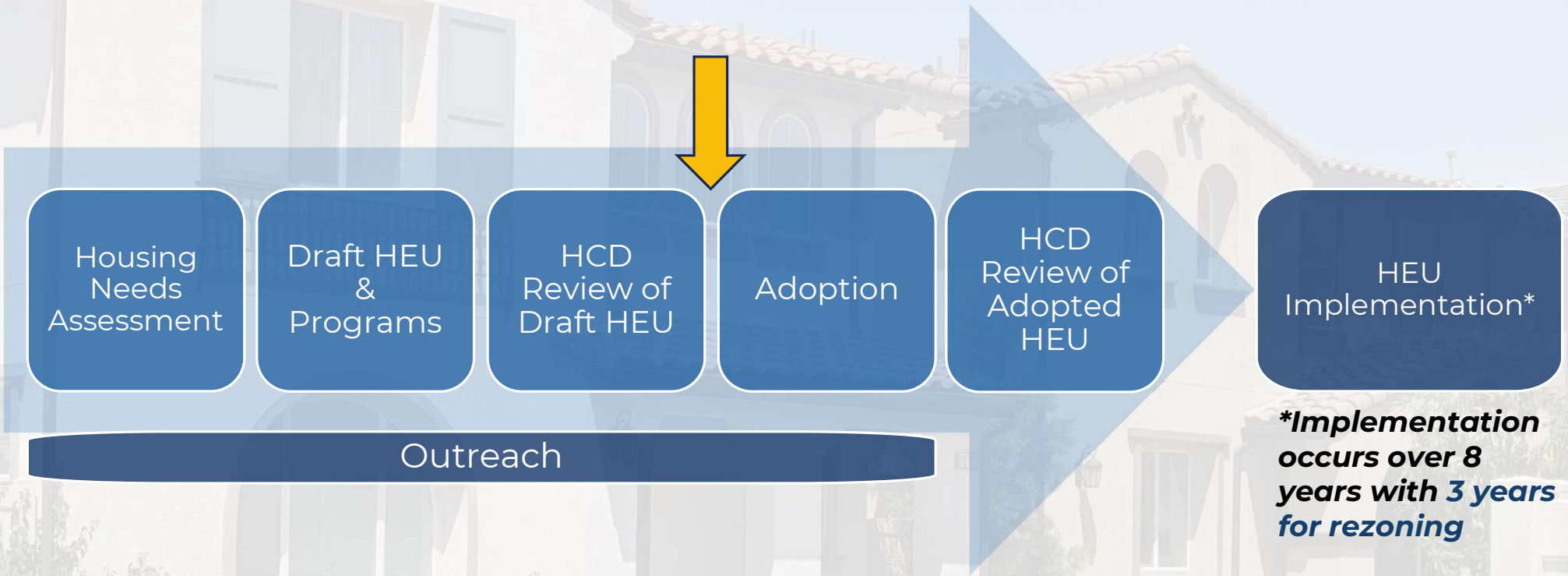
Update required every eight (8) years - **Deadline: December 15, 2023**



Reviewed for compliance by California Dept. of Housing and Community Development (HCD)



# Housing Element Update Process




# Drafts

## City of Capitola Housing Element of the General Plan 2023-2031


Public Review Draft



City of Capitola  
Housing Element of the General Plan  
2023-2031



Public Review Draft  
HCD Submittal  
July 2023



## City of Capitola Housing Element of the General Plan 2023-2031

Revised  
Public Review Draft  
(AUGUST 29, 2023)



## City of Capitola Housing Element of the General Plan 2023-2031

Revised  
Public Review Draft  
(SEPTEMBER 19, 2023)



# Updates

What changes were made in response to HCD comments?


HCD

## October 3<sup>rd</sup> HCD Comments Letter

- Additional information
- Analysis on Mall
- Programs for housing opportunities within R-1 and Multifamily
- Update Community Benefits Overlay

# Housing Needs and Opportunities

- What criteria were used to determine sites?
  - FAR, Building Age and Improvements/Land Ratio
- Additional analysis :
  - Density assumptions for the sites inventory
  - Lot consolidation
  - Non-vacant sites and the likelihood of redeveloped
  - Capital Mall site
- Changes to site inventory



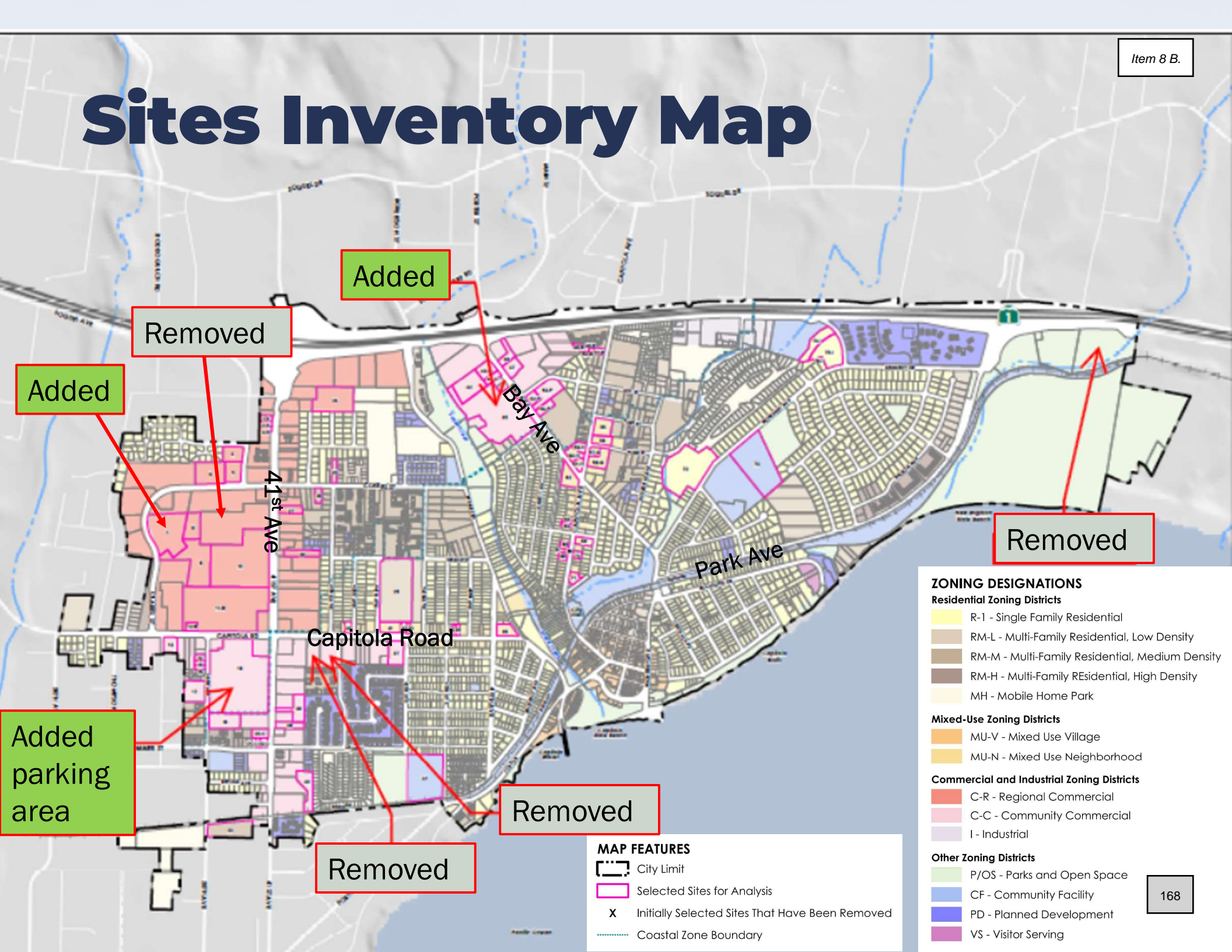
State is requesting additional information on Mall site: lease agreements, phasing, programs to commit to facilitating redevelopment, and monitoring.

# Sites Inventory Summary

	Total Residential Capacity
6th Cycle RHNA	1,336
R-1 (churches)	10
RM-L	18
RM-M	55
MU-N	173
C-R	<del>888</del> 833
C-C	<del>343</del> 292
P/OS	10
CF	12
ADUs	50
<b>Total</b>	<b><u>1,559</u> <del>1,453</del></b>

14 % buf 167

# Sites Inventory Map



Removed

Added

Added

Removed

Capitola Road

Removed

Removed

Added parking area

### ZONING DESIGNATIONS

#### Residential Zoning Districts

- R-1 - Single Family Residential
- RM-L - Multi-Family Residential, Low Density
- RM-M - Multi-Family Residential, Medium Density
- RM-H - Multi-Family Residential, High Density
- MH - Mobile Home Park

#### Mixed-Use Zoning Districts

- MU-V - Mixed Use Village
- MU-N - Mixed Use Neighborhood

#### Commercial and Industrial Zoning Districts

- C-R - Regional Commercial
- C-C - Community Commercial
- I - Industrial

#### Other Zoning Districts

- P/OS - Parks and Open Space
- CF - Community Facility
- PD - Planned Development
- VS - Visitor Serving

### MAP FEATURES

- City Limit
- Selected Sites for Analysis
- X Initially Selected Sites That Have Been Removed
- Coastal Zone Boundary



# Mall

## **1<sup>st</sup> Draft: 853 units**

- Existing Lease at Kohl's, portions of central mall, and parking areas near Target and Macy's.
- Over Reliance and No Net Loss findings

## **Current Draft: 641 units**

- Removed Kohl's Site
- Added sites (Nob Hill, King's Plaza)

# Constraints

## Request for more information:

- Affordable Housing Overlay – To be removed
- Tools regarding maximum densities
- ADU updates
- Residential Care Facilities and CUPs
- Water availability

# Housing Plan

Program 1.1 Housing Production: Diversity in housing type and affordability level to accommodate the needs of Capitola Residents

HCD

- Target growth into highest resource areas (SF)
- Set additional actions with numeric targets
- Examples: upzone, target funds, duplexes to fourplexes, go beyond state ADU/JADU laws

## Recommended Amendments:

- Revisit density on low and medium multifamily zones
- Allow duplexes on corner lots in R-1 with objective standards

# Housing Plan

## Program 1.4

- Expand the Community Benefit Zone to key commercial corridors to facilitate mixed use redevelopment



HCD

### Incentives for Community Benefit

- Impact on housing supply and affordability
- Application process, including discretionary hearing or standards

### **Recommended Amendments:**

- Revisit Community Benefits Overlay
- Incorporate objective standards
- Reevaluate Incentives

# Housing Plan

## Housing Plan

### Program 1.6

- Revise multi-family residential parking requirements

### Program 1.7

- New Shopping Center Redevelopment program
  - Land Use Study.
  - Develop land use policies and zoning development standards to facilitate: Subdividing, clustering, shared access, range of housing choices, and strong sense of place and cohesive urban design objective design standards.



**PC: Too specific. Reword to implement outcome of study**

# Housing Plan

## Housing Plan

### Program 1.8

- New Religious Facility Housing program

### Program 1.9

- New SB 9 support program

### Request for More Details:

- R-1 Zone. Must demonstrate how religious facility housing complies with unit/acre
- Address underutilized buildings, parking, and how that will impact additional development



HCD

# Housing Plan

## Program 2.5

- Encourage developers and contractors to hire local labor


## Program 4.2

- Emergency Rental Housing Assistance program

## Program 7.1

- Changes to the Fair Housing Actions table to increase fair housing opportunities for Capitola residents

# Affirmatively Furthering Fair Housing

- 
- More Information: Fair housing laws, displacement risk, homelessness, zoning code, local knowledge
  - New housing and mobility strategies
  - Update tables and maps based on revised sites inventory

## Recommended Amendments:

- Revisit density on low and medium multifamily zones
- Allow duplexes on corner lots in R-1 with objective standards



## Program 1.1

- Capitola will work with AMBAG in the 2050 MTP/SCS (scheduled for June 2026) to designate the Capitola Mall as a planned high-quality major transit stop.

## Program 1.4:

- Incentivize development of affordable housing on commercial sites along transit corridors

## Program 1.6

- Analyze the zoning and development standards in the Incentives for Community Benefits Ordinance, using the Mall land-use study to modify the incentives
- Update the Community Benefits Ordinance to rely on Objective Standards for mixed-use developments.

## Program 1.7:

- Facilitate development of the mall and monitor approvals and progress of the mall.

## Program 1.8:

- Within the new religious facility housing program, incorporate objective design standards into the new ordinance.

# Final Edits for Adoption

## 1. Add Mobility Strategies

- Revisit density on low and medium multifamily zones
- Allow duplexes on corner lots in R-1 with objective standards

## 2. Amend Community Benefits Overlay

- Review and Incorporate Objective Standards

## 3. Additional Information

- Capitola Mall
- Religious Sites
- Small lot consolidation
- Constraints

## 4. Community Benefits and Shopping Center programs align with study

**PC**

## 5. Add a Program to initiate discussions on housing and state lands **PC**

## 6. Add SC Yimby recommendations

## 7. Timing for Commitments

# Next Steps

- October 19<sup>th</sup> – Planning Commission Special Meeting. Recommendation to City Council.
- November 9<sup>th</sup> – City Council Adoption
- Statutory City Council adoption deadline December 15, 2023

**Recommendation:** Direct staff to incorporate PC, HCD, and SC Yimby recommendations into draft housing element in preparation for adoption.