

City of Capitola

City Council Meeting Agenda

Thursday, June 13, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

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

Closed Session – 5 PM

Closed Sessions are not open to the public and held only on specific topics allowed by State Law (noticed below). An announcement regarding the items to be discussed in Closed Session will be made in the City Hall Council Chambers prior to the Closed Session. Members of the public may, at this time, address the City Council on closed session items only. There will be a report of any final decisions in City Council Chambers during the Open Session Meeting.

- i. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)
Negotiator: Mark Wilson, Labor and Employment Practice, Burke, Williams, & Sorensen, LLP (Association of Capitola Employees, Mid-Management Employees, Police Captains, and Management); Samantha Zutler, City Attorney (Confidential Employees and City Manager)
Employee Organizations: Association of Capitola Employees, Mid-Management Employees, Confidential Employees, Police Captains, Management, and City Manager
- ii. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Gov't. Code § 54956.9(d)(2).
One Case

Regular Meeting of the Capitola City Council – 6 PM

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

1. Roll Call and Pledge of Allegiance

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

2. Additions and Deletions to the Agenda

3. Presentations

Presentations are limited to eight minutes.

- A. Mayor's Proclamation Honoring Elder Abuse Month
- B. Proclamation Honoring the 150th Anniversary of "Camp Capitola's" Founding

4. Report on Closed Session

5. Additional Materials

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

- A.** Item 8F - Staff Memorandum and Updated Attachments 1 and 3
- B.** Item 8H - Updated Staff Report and Attachments
- C.** Item 9A – Staff Memorandum

6. Oral Communications by Members of the Public

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

7. Staff / City Council Comments

Comments are limited to three minutes.

8. Consent Items

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

- A.** City Council Meeting Minutes
Recommended Action: Approve minutes from the regular meeting on May 23, and the special meeting on May 30, 2024.
- B.** City Check Registers
Recommended Action: Approve check registers dated May 3, May 10, May 17, and May 24, 2024.
- C.** City Investment Policy
Recommended Action: Approve the City's Administrative Policy Number III-1, Investment Policy as recommended by the Finance Advisory Committee.
- D.** Year 2024-25 Appropriation Limit
Recommended Action: Adopt a resolution establishing the Fiscal Year 2024-25 appropriation limit.
- E.** Criminal Justice Council of Santa Cruz County
Recommended Action: Authorize the City Manager to sign the third amendment to the Joint Exercise of Powers Agreement re-establishing the Criminal Justice County of Santa Cruz County to provide for a one-year extension through June 30, 2025.
- F.** Construction Contract for Wharf Improvements
Recommended Action: 1) By motion, authorize the City Manager to execute Amendment 1 to the Professional Services Agreement with Fuse Architects, Inc. in the amount of \$37,000, for a total contract amount of \$73,100, for the final design of the Wharf Enhancement Project; and 2) Adopt a resolution authorizing the City Manager to execute a sole source Professional Services Agreement with Fuse Architects, Inc. in the amount of \$199,325 for fabrication and installation of Capitola Wharf enhancements.

- G.** 2024-25 Road Maintenance and Rehabilitation
Recommended Action: Adopt a resolution adopting a list of road maintenance and rehabilitation projects for Fiscal Year 2024-25 funded by Senate Bill 1: the Road Repair and Accountability Act of 2017.
- H.** Memoranda of Understanding with Employee Groups
Recommended Action: 1) Authorize the City Manager to execute a successor agreement to the existing Memoranda of Understanding with negotiated changes for the Confidential Employee Group and the Association of Capitola Employees, subject to technical corrections; and 2) adopt a resolution approving the updated salary schedule, effective June 23, 2024.

9. General Government / Public Hearings

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

- A.** Short-Term Wharf Use Agreement and Temporary Structure Plan
Recommended Action: 1) Authorize the City Manager to sign a short-term use agreement between the City of Capitola and JFS Incorporated (dba Boat and Bait) for temporary structures located on the Capitola Wharf in substantially similar form, as approved by the City Attorney, as the attached agreement; and 2) approve the outlined temporary structure plan.
- B.** Capitola Village and Wharf Business Improvement Area Assessments for Fiscal Year 2024-25
Recommended Action: Conduct the noticed public hearing and adopt a resolution levying the Fiscal Year 2024-25 Capitola Village and Wharf Business Improvement Area (CVWBIA) Assessments and accepting the CVWBIA Annual Plan and budget.
- C.** FY 2023-24 City Fee Schedule
Recommended Action: Adopt a resolution amending the fee schedule for Fiscal Year (FY) 2023-24.

10. Adjournment - The next regularly scheduled City Council meeting is on June 27, 2024, at 6:00 PM.

How to View the Meeting

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

Other ways to Watch:

Spectrum Cable Television channel 8

City of Capitola, California YouTube Channel

To Join Zoom Application or Call in to Zoom:

Meeting

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

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

Meeting ID: **833 2817 3113**

Meeting Passcode: **678550**

How to Provide Comments to the City Council

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

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

Agenda and Agenda Packet Materials: The City Council Agenda and the complete Agenda Packet are available for review on the City’s website and at Capitola City Hall prior to the meeting. Need more information? Contact the City Clerk’s office at 831-475-7300.

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

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

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

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



Public Works Department

Memo

To: City Council
From: Jessica Kahn, Public Works Director
Date: June 12, 2024
Re: Item 8F: Construction Contract with Fuse Architects, Inc. for Wharf Improvements

Staff has made the following changes to Attachments 1 and 3 that were included in the original agenda packet for the June 13th City Council Meeting.

Attachment 1: The Wharf plans included in the staff report mistakenly featured outdated renderings of the donor panels' locations. The plans accompanying this memo contain the updated renderings. All components reflect the final approved layout by the Planning Commission, as presented to the City Council during the May 9, 2024 City Council Meeting.

Attachment 3: The Agreement has been updated to include language approved by the City Attorney and Fuse Architects, Inc.

Attachments:

1. Plan Set
3. Contract for fabrication and installation of Wharf Enhancements with Fuse Architects

ARCHITECT / APPLICANT

FUSE ARCHITECTS + BUILDERS
512 CAPITOLA AVENUE
CAPITOLA, CA 95010
C: DAN GOMEZ
T: (831) 479-9295
E: GOMEZ@FUSEARCHITECTURE.COM

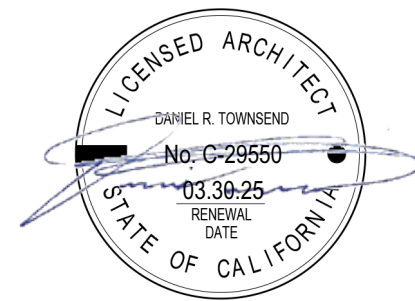
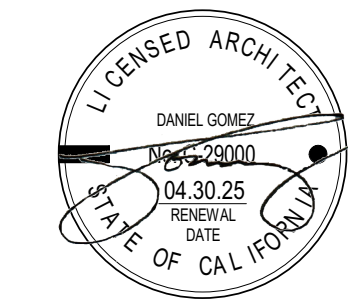
DRAWING INDEX

SHEET NUMBER	SHEET NAME
A0	COVER SHEET
A1.0	WHARF SITE PLAN - OVERALL
A1.1	ENLARGED WHARF SITE PLAN - SECTION 01
A1.2	ENLARGED WHARF SITE PLAN - SECTION 02
A1.3	ENLARGED WHARF SITE PLAN - SECTION 03
A1.4	ENLARGED WHARF SITE PLAN - SECTION 04
A1.5	ENLARGED WHARF SITE PLAN - SECTION 05
A1.5	ENLARGED WHARF SITE PLAN - SECTION 06
A1.5	ENLARGED WHARF SITE PLAN - SECTION 07
A2	REVISED SCHEMATIC - WHARF ENTRY
A3	WHARF ENTRY
A4	DONOR PANEL LAYOUT
A5	PHOTO RENDERINGS
A6	BATHROOM



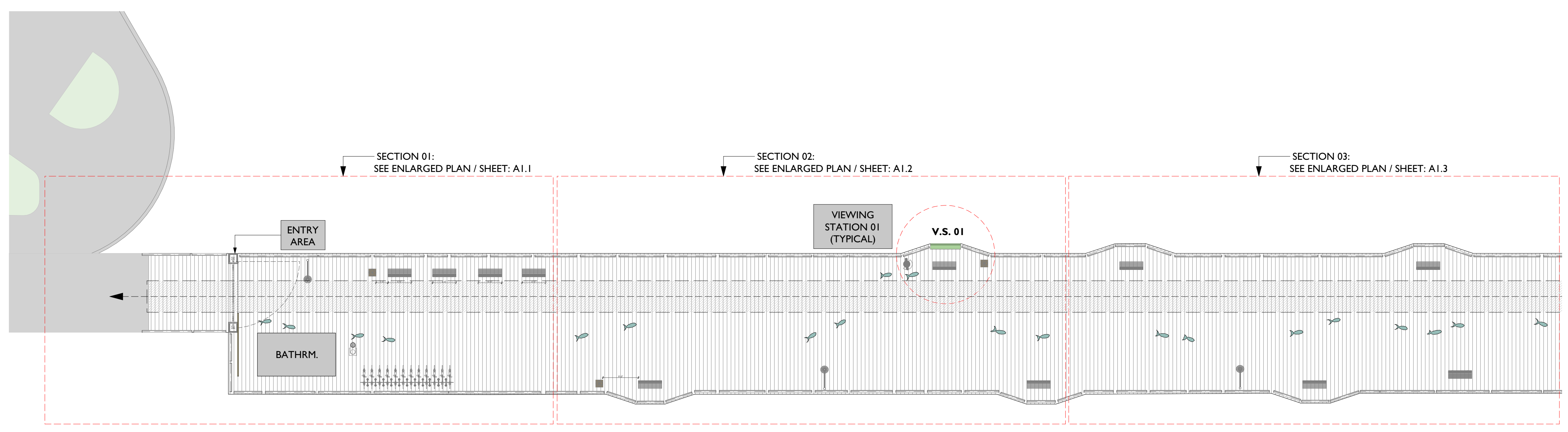
CAPITOLA WHARF ENTRY GATE

CITY OF CAPITOLA CAPITOLA CALIFORNIA
SCHEMATIC DESIGN - CONCEPTUAL PLAN
MARCH 21, 2024

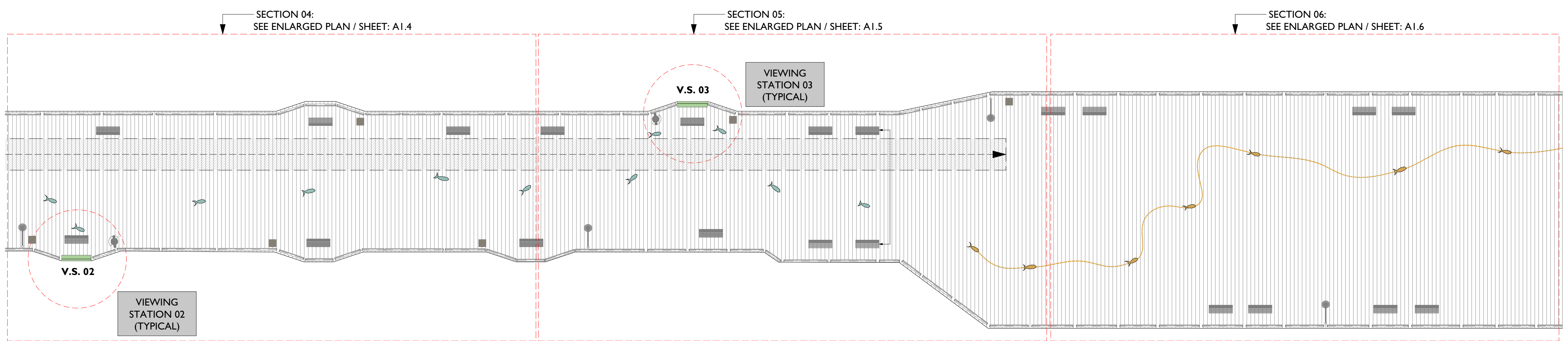


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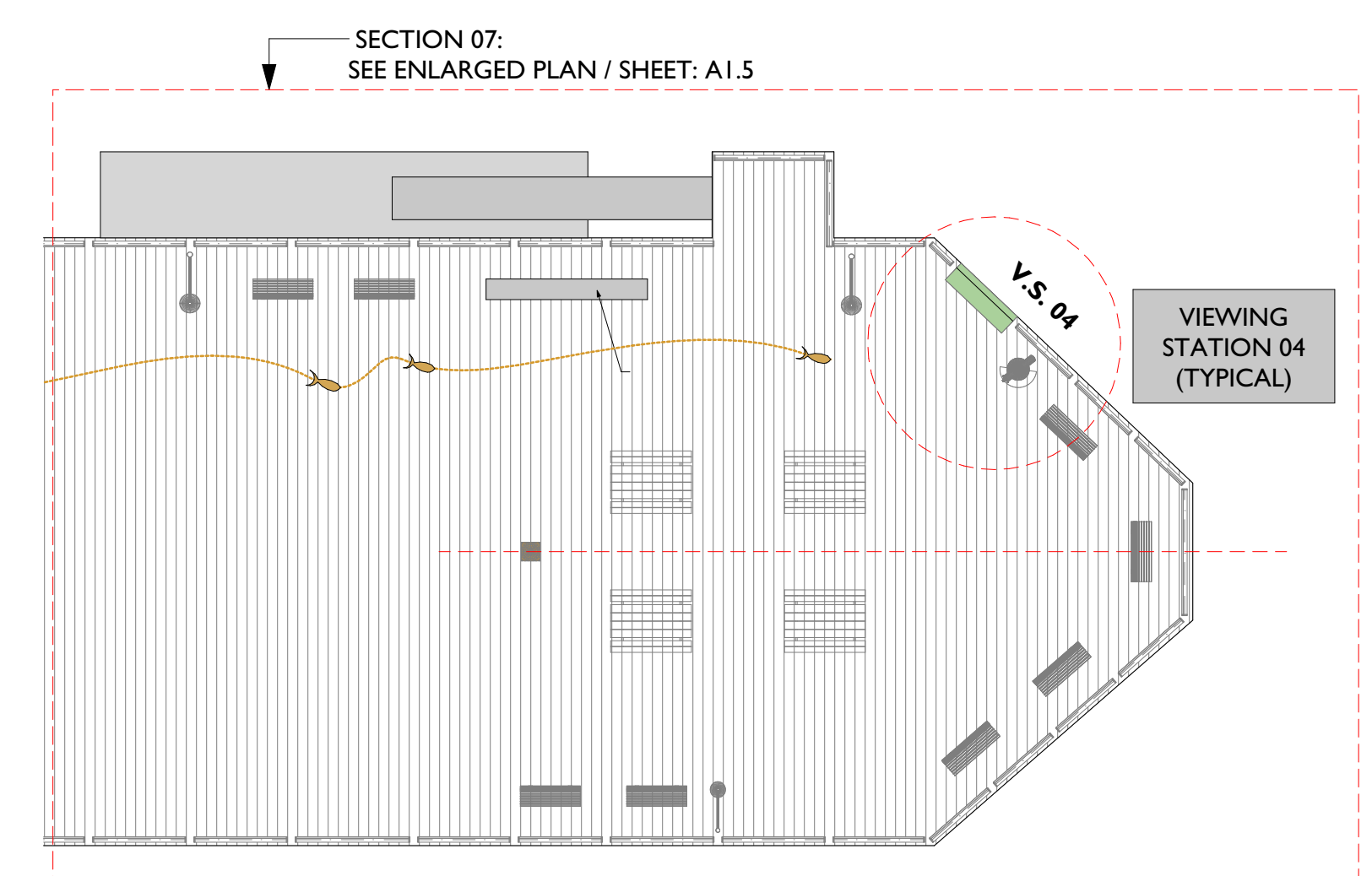
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CA, 95010



OVERALL WHARF SITE MAP / SECTION #01 THROUGH #03



OVERALL WHARF SITE MAP - SECTION: #04 THROUGH #06



OVERALL WHARF SITE MAP - SECTION: #07

KEYNOTES

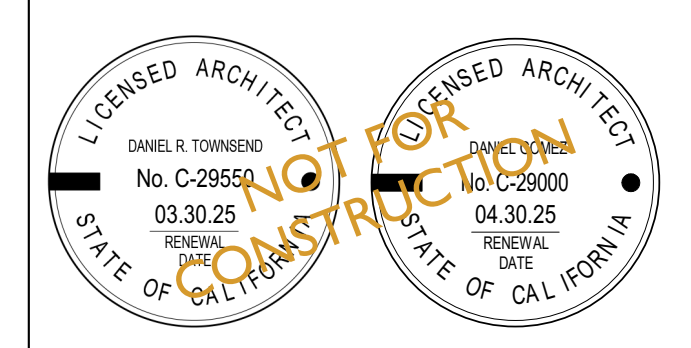
-  <E> ASPHALT
-  <E> WATER
-  <E> ROOFING @ BATHROOM

KEY NOTES

Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

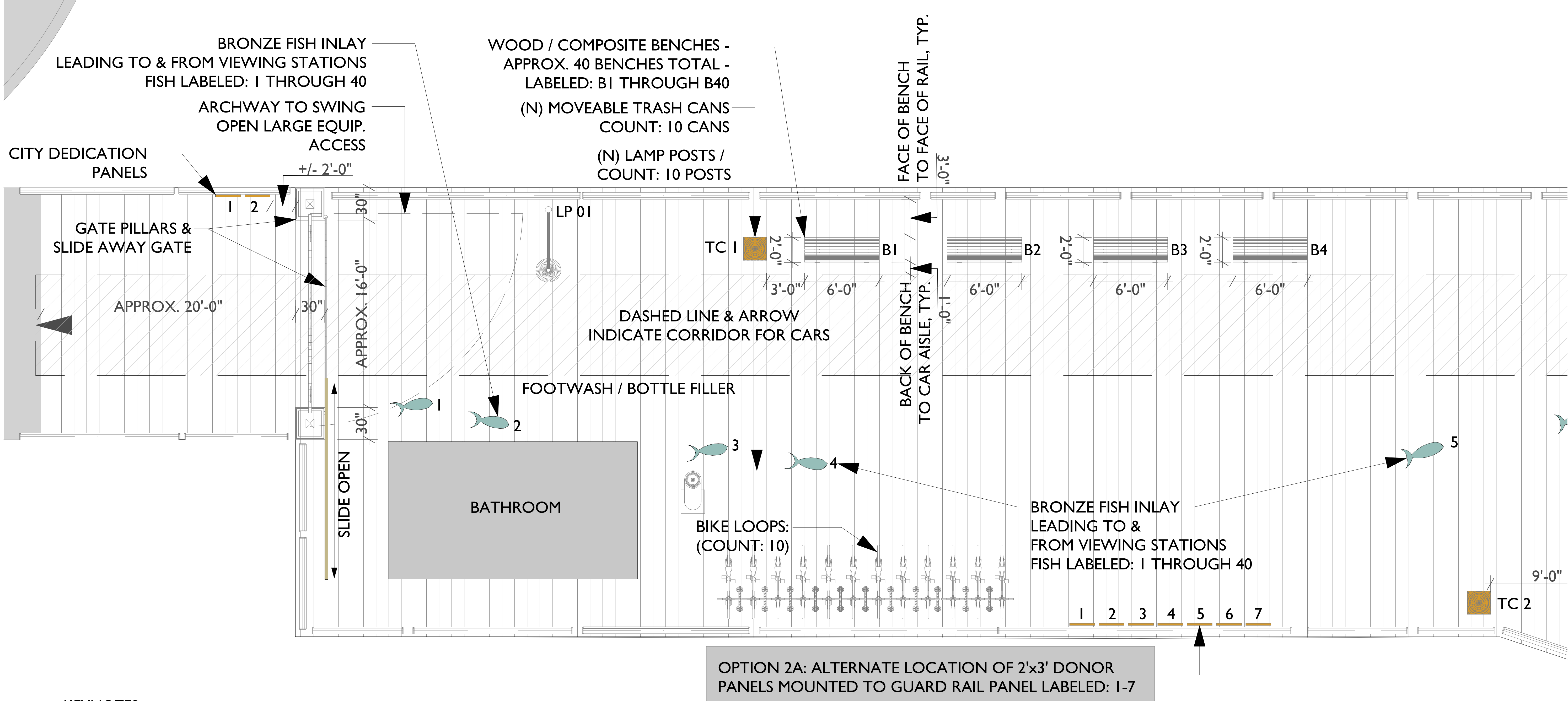
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WHARF SITE PLAN - OVERALL

Scale
As Indicated



CAPITOLA WHARF

1400 Wharf Rd -Capitola
CA, 95010



KEYNOTES

- <E> ASPHALT
- <E> WATER
- <E> ROOFING @ BATHROOM
- <N> WOOD DECKING
- <N> CAR DRIVE PATH

2

SITE PLAN SECTION 01

1/4" = 1'-0"

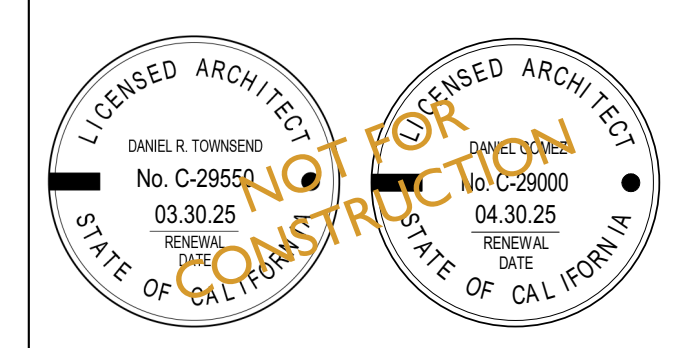
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- LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
- PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
- FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.

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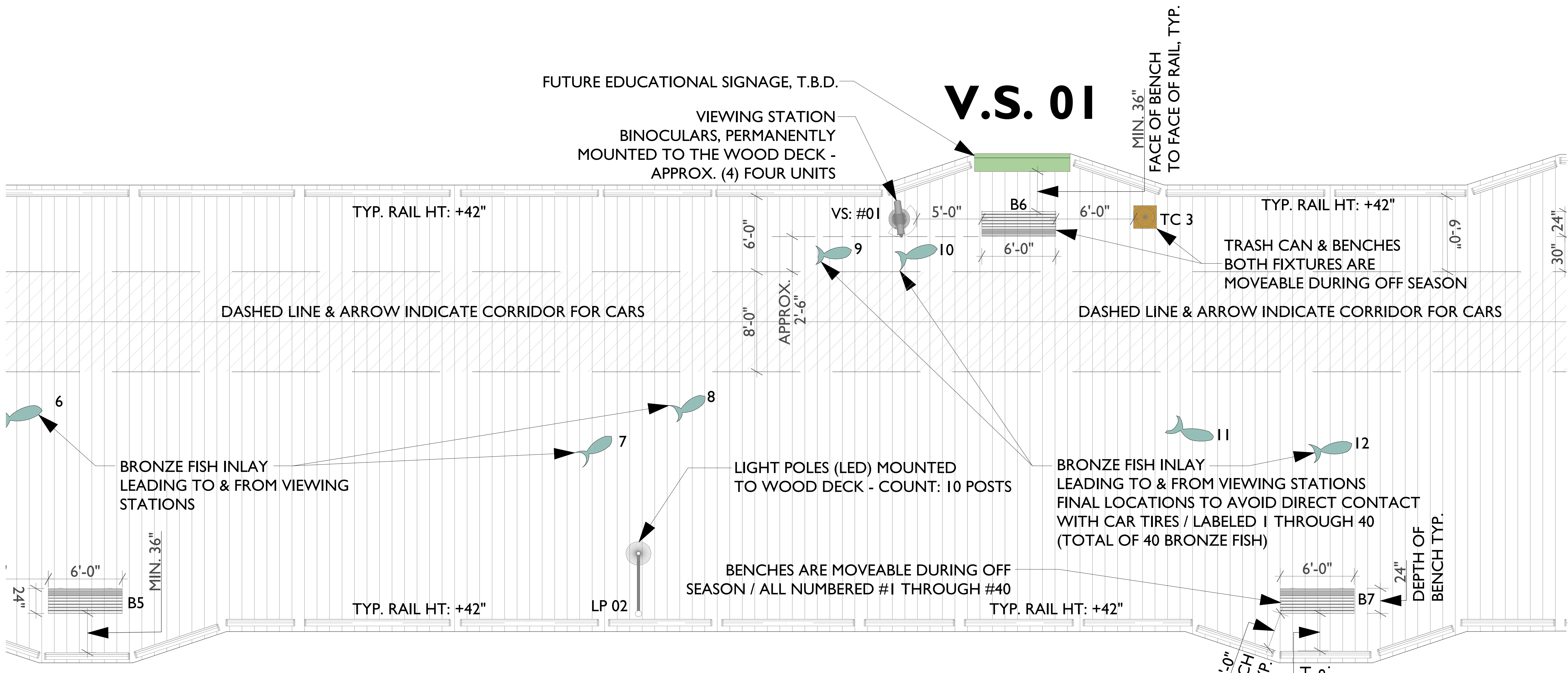
Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
ENLARGED WHARF SITE PLAN - SECTION 01

Scale
As Indicated





SITE PLAN SECTION 02 1/4" = 1'-0"

KEYNOTES

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-  <E> ROOFING @ BATHROOM
-  <N> WOOD DECKING
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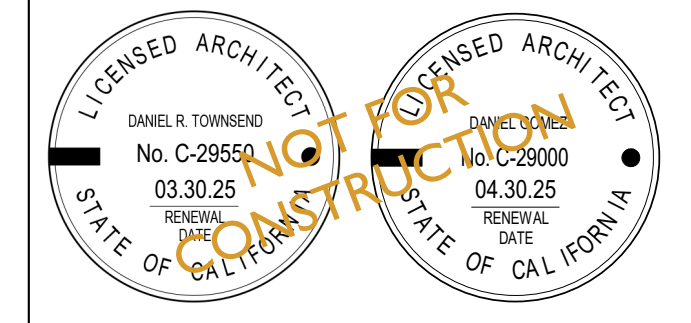
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Project Name
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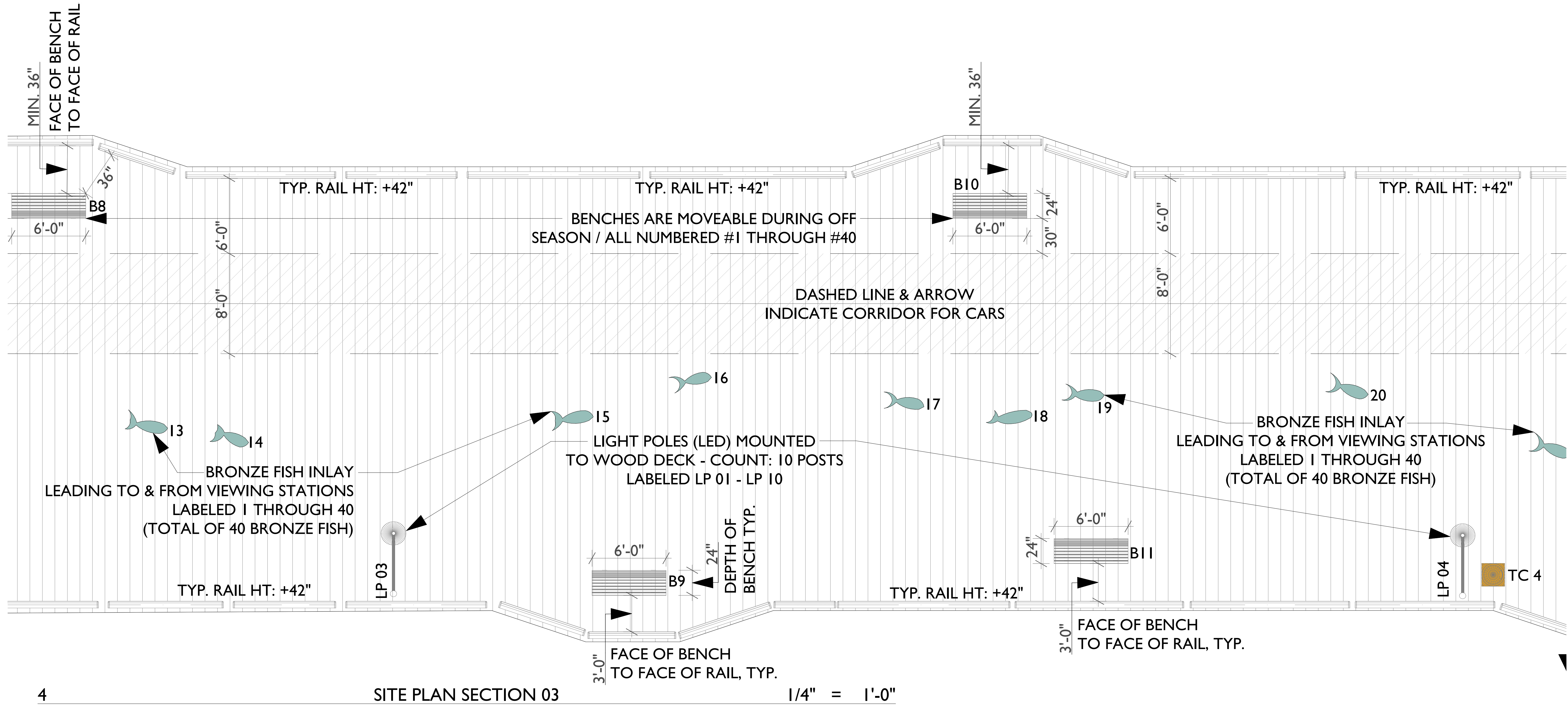
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 ENLARGED WHARF SITE PLAN - SECTION 02

Scale
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CAPITOLA WHARF

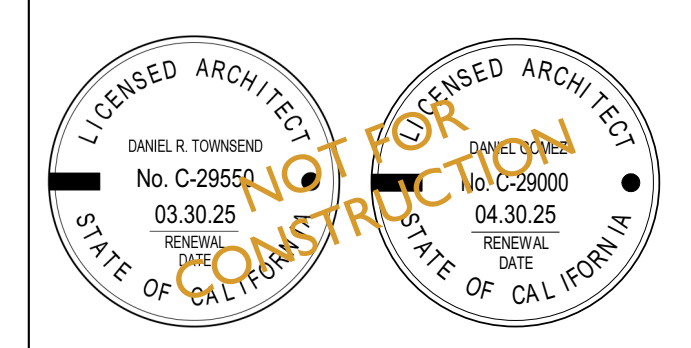
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Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
ENLARGED WHARF SITE PLAN - SECTION 03

Scale
As Indicated



KEYNOTES

- <E> ASPHALT
- <E> WATER
- <E> ROOFING @ BATHROOM
- <N> WOOD DECKING
- <N> CAR DRIVE PATH

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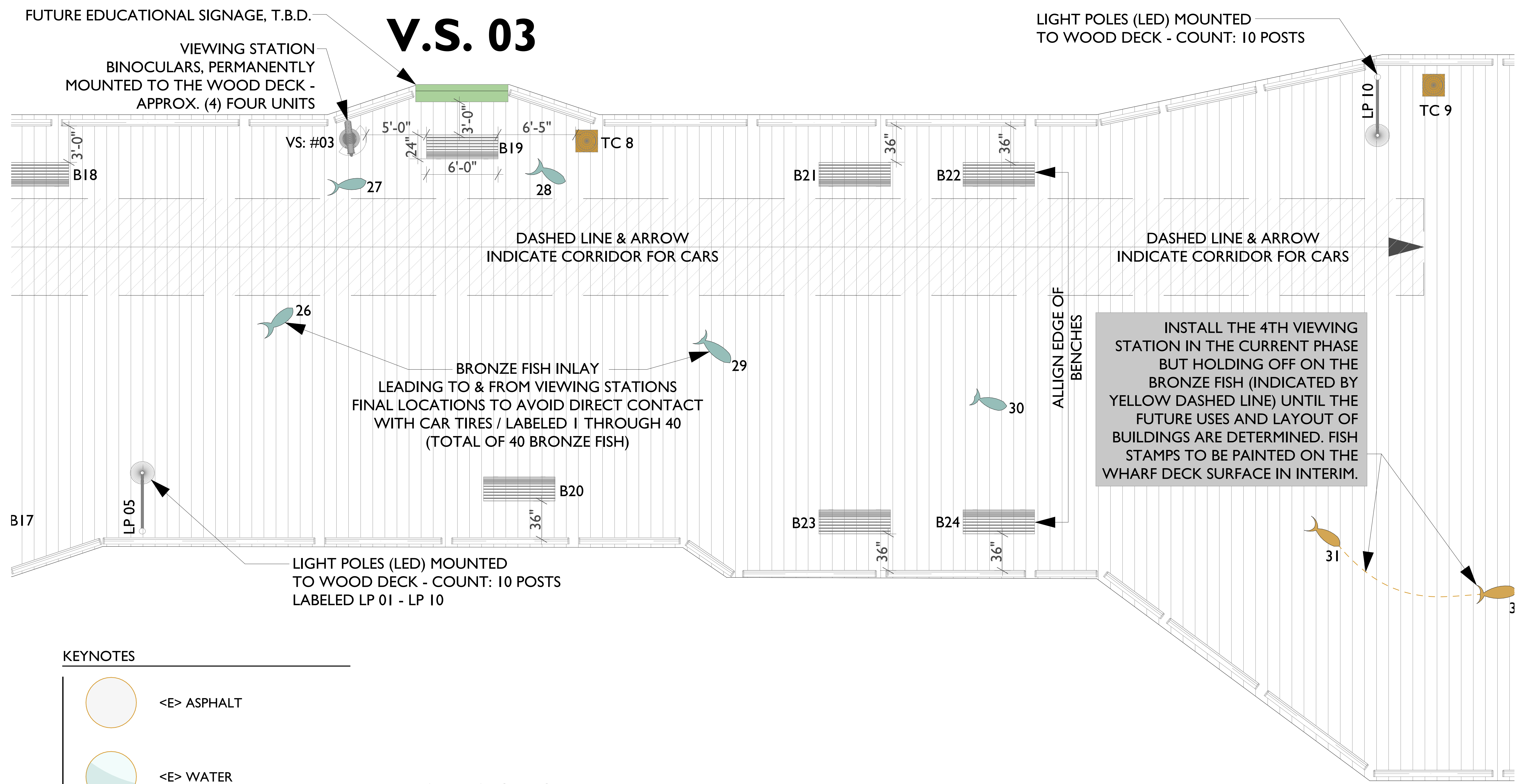
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- PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
- FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.

CAPITOLA WHARF

1400 Wharf Rd -Capitola CA, 95010



V.S. 03



KEYNOTES

- <E> ASPHALT
- <E> WATER
- <E> ROOFING @ BATHROOM
- <N> WOOD DECKING
- <N> CAR DRIVE PATH

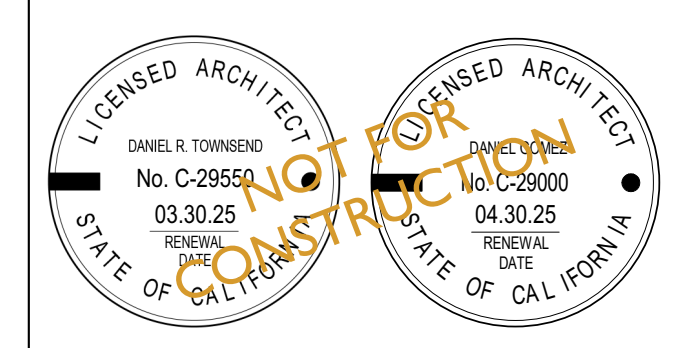
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- PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
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Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

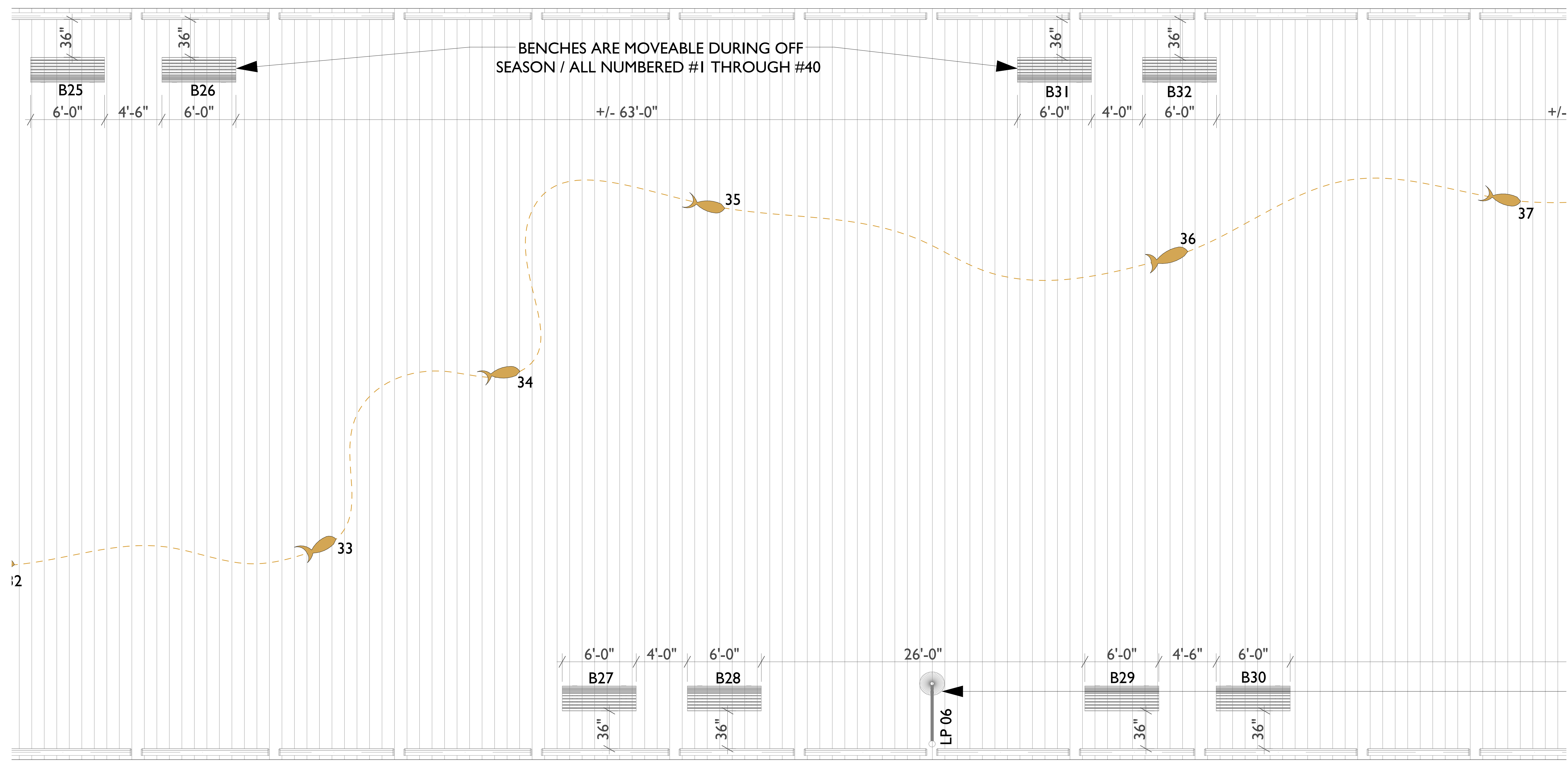
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ENLARGED WHARF SITE PLAN - SECTION 05

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CAPITOLA WHARF

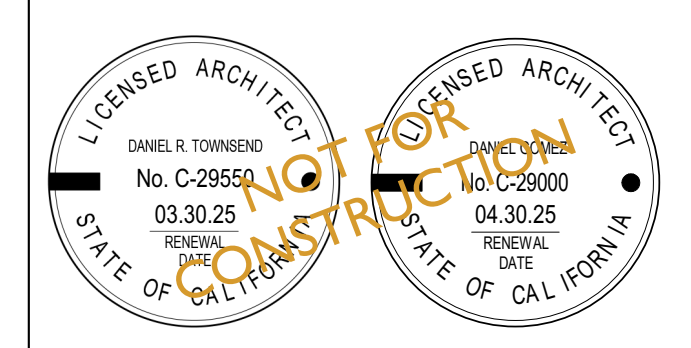
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Seal/ Signature



Project Name
Capitola Wharf

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APN #: 123-456-78

Sheet Title
ENLARGED WHARF SITE PLAN - SECTION 06

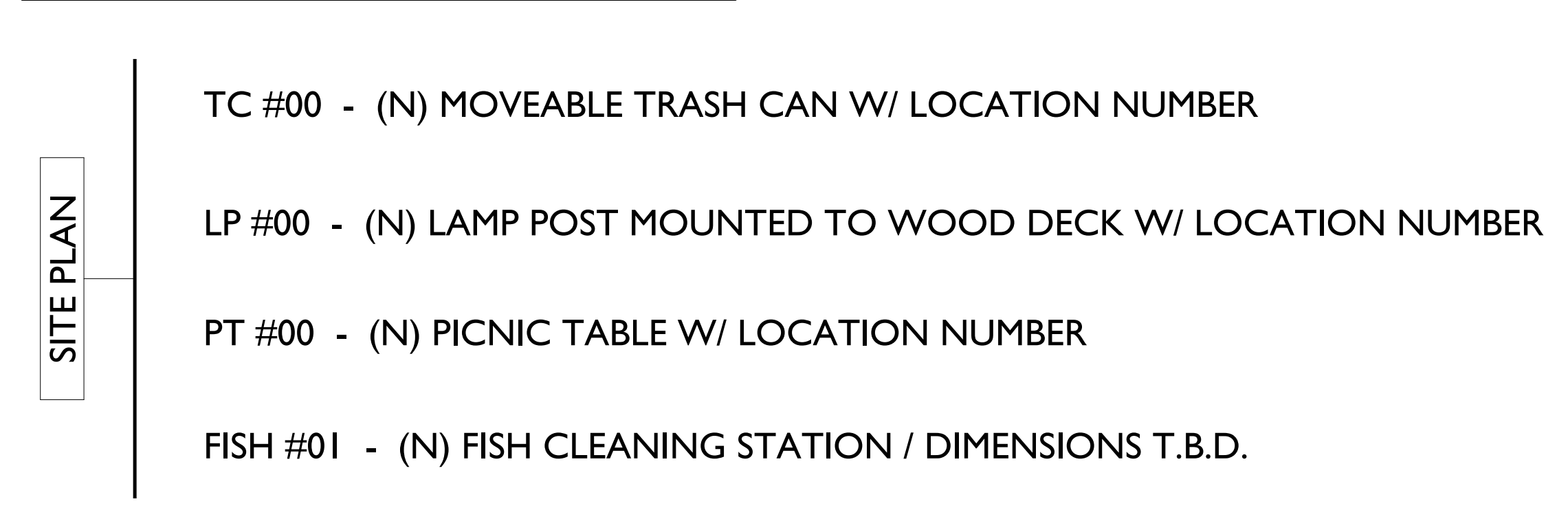
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KEYNOTES

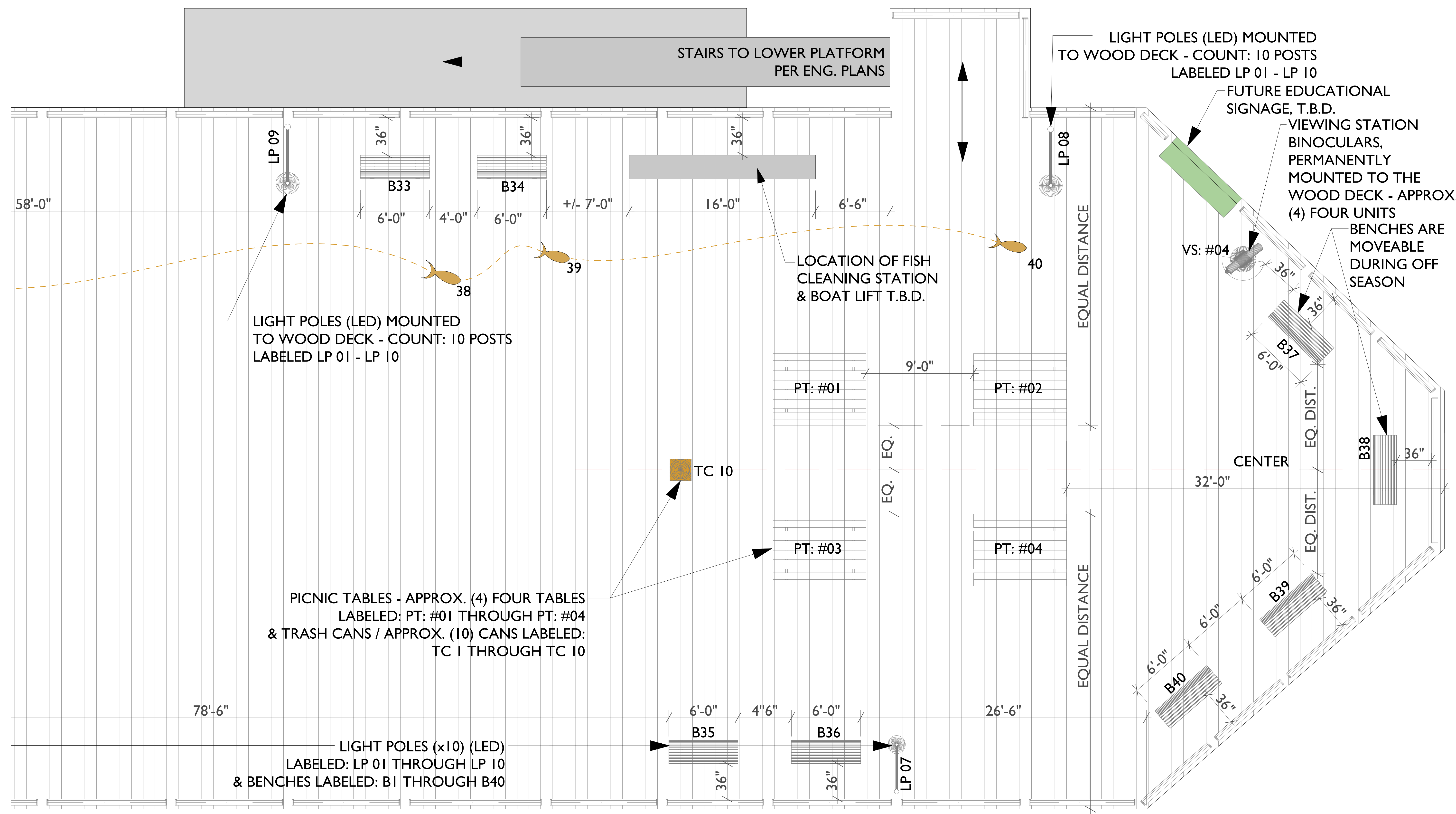


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CAPITOLA WHARF

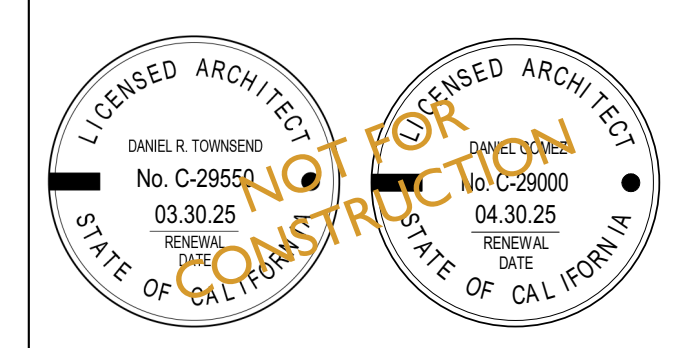
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CA, 95010



Project Submittal Record

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Seal/Signature



Project Name
Capitola Wharf

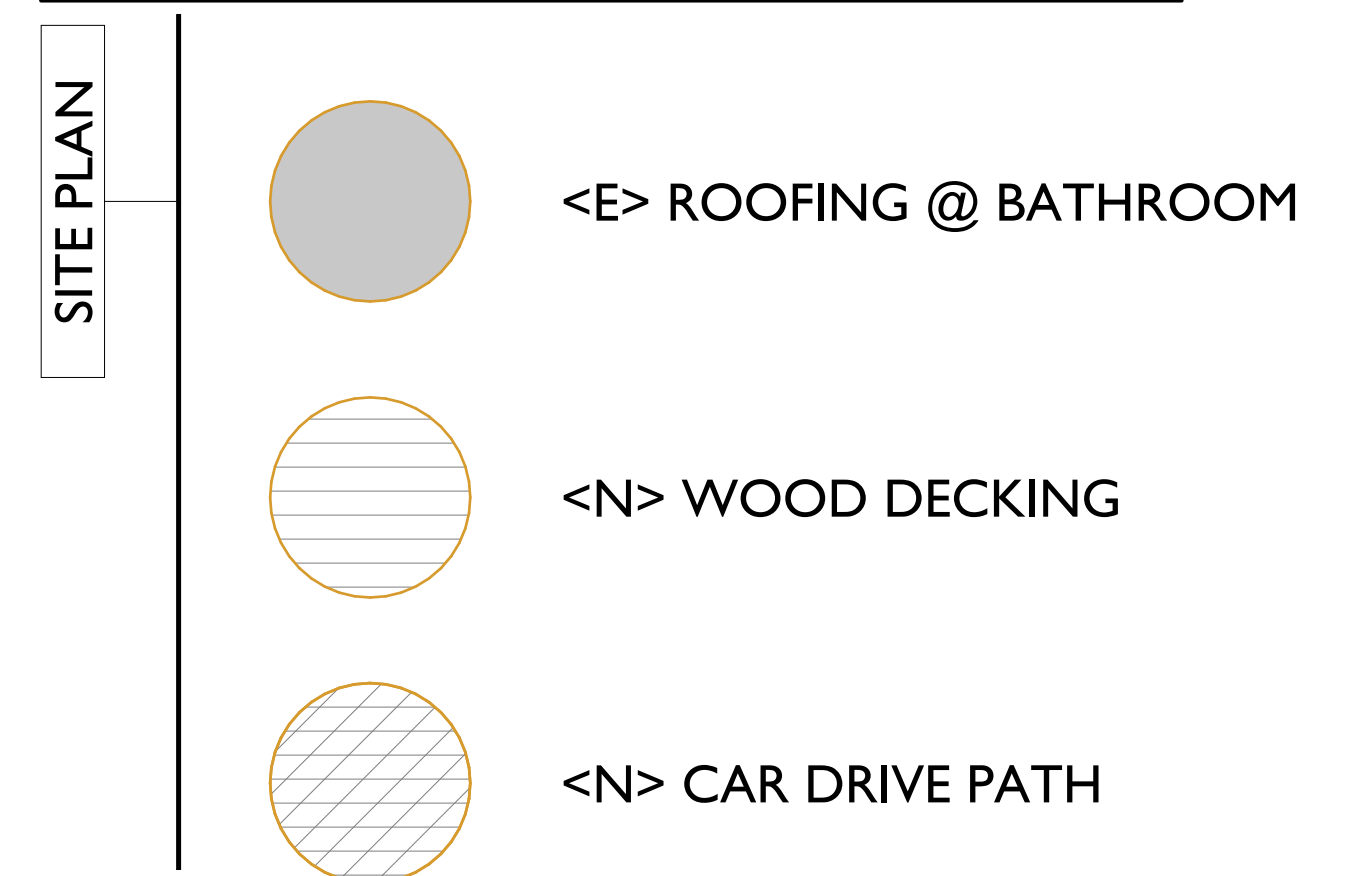
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APN #: 123-456-78

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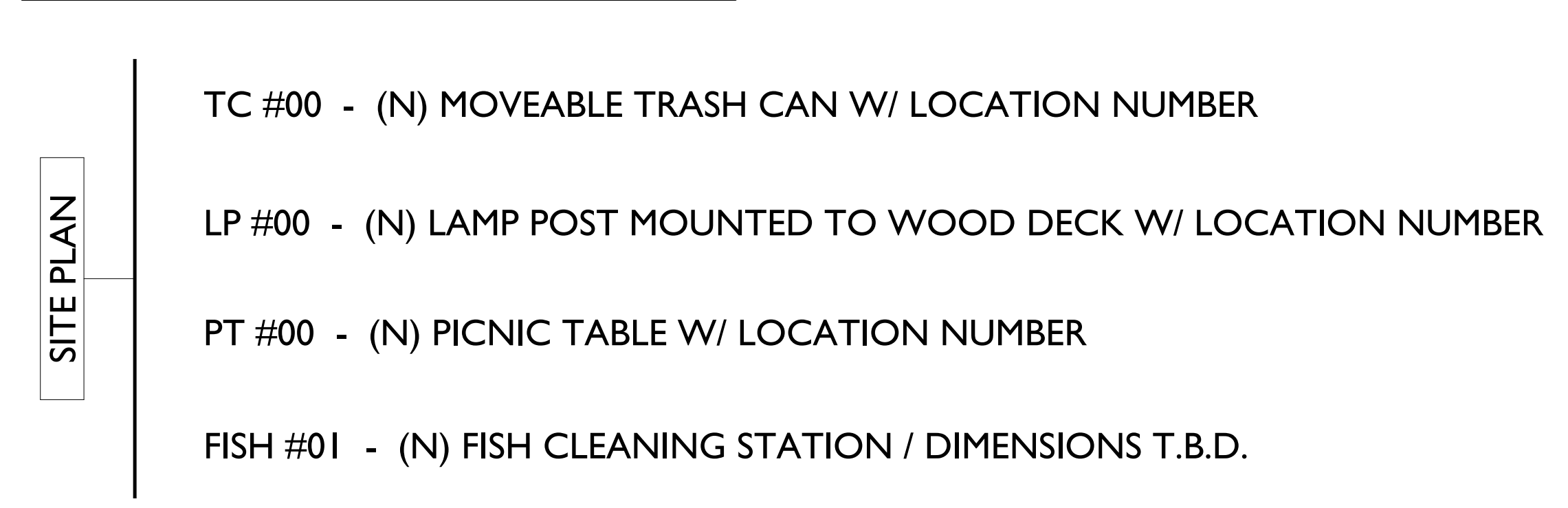
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KEYNOTES

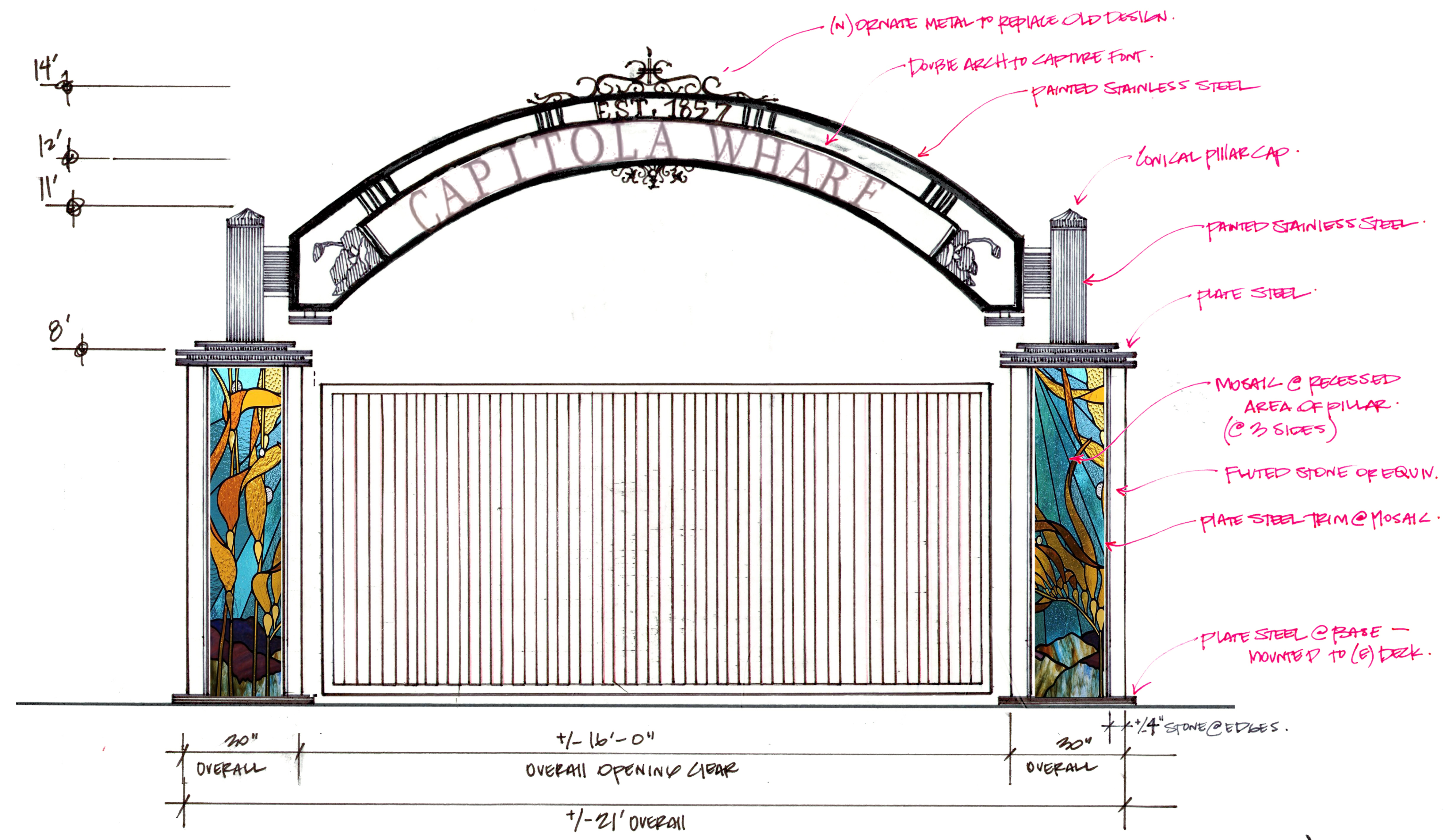


ABBREVIATION LEGEND:



CAPITOLA WHARF

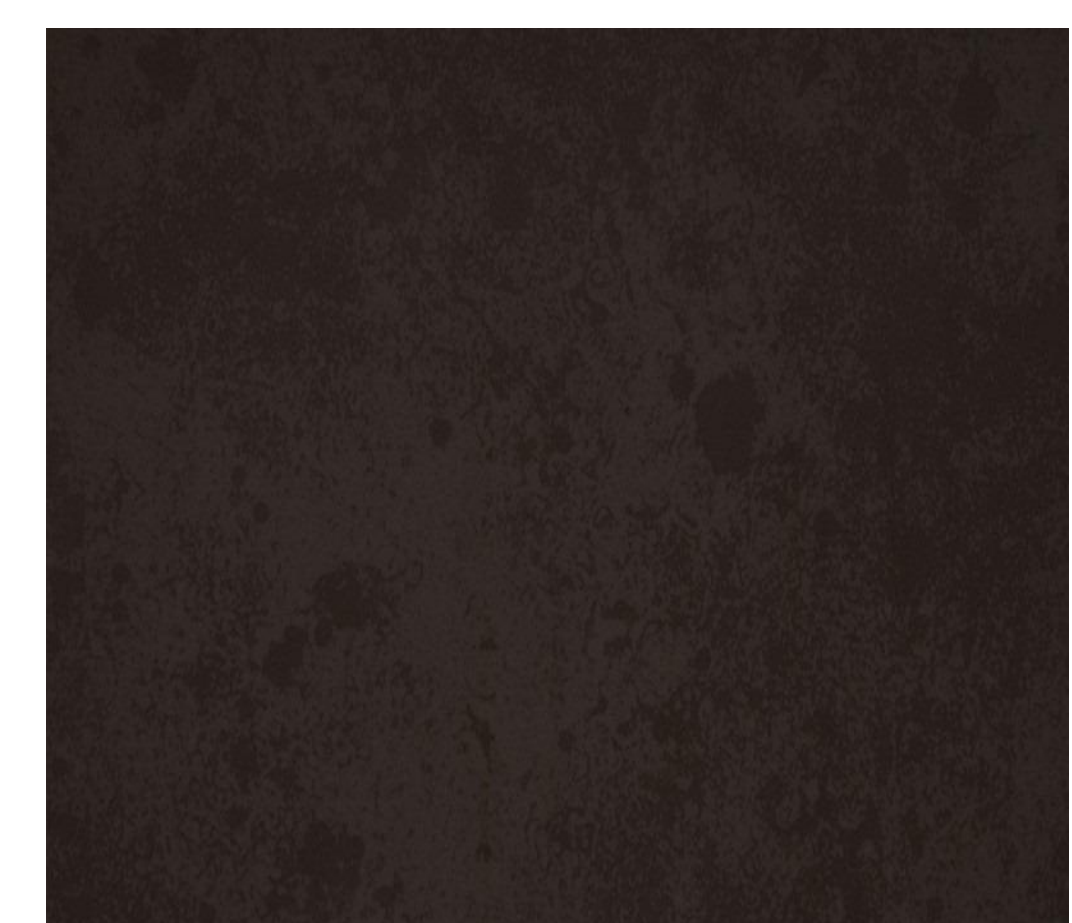
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CA, 95010



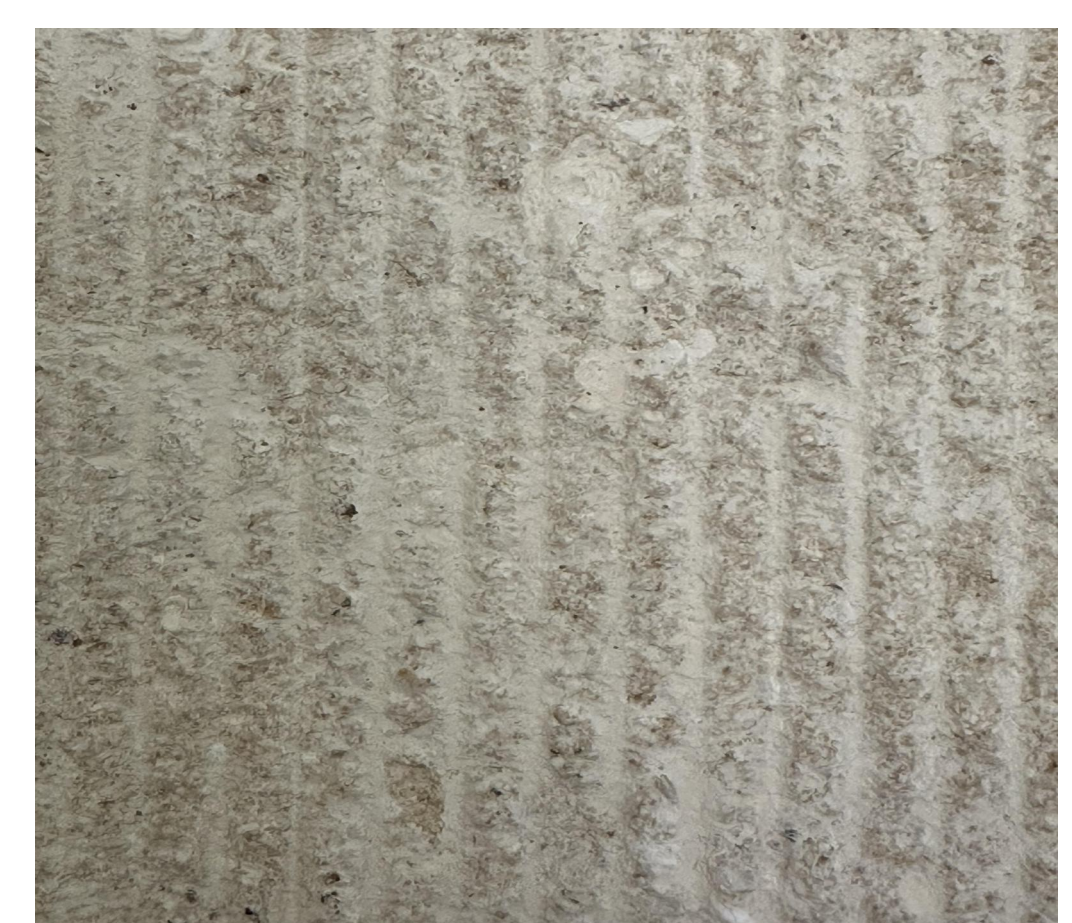
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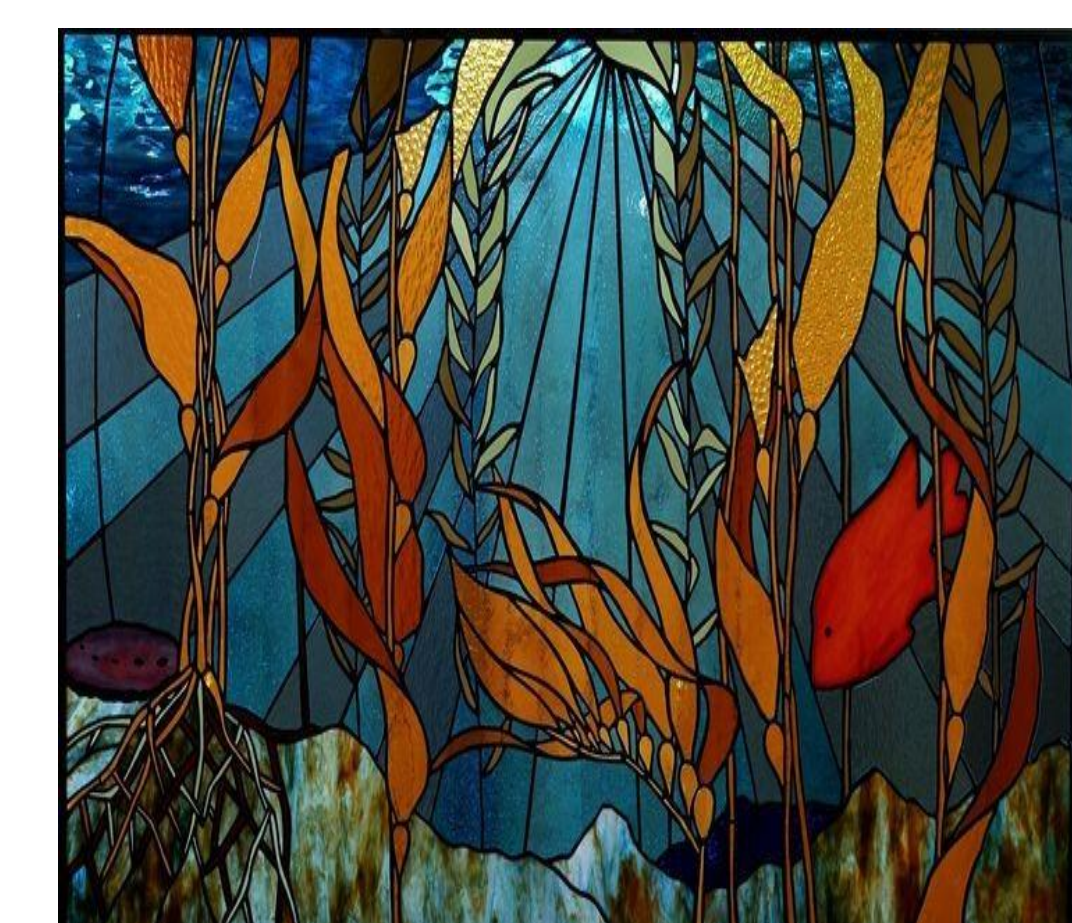
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PAINTED STAINLESS STEEL



FLUTED STONE

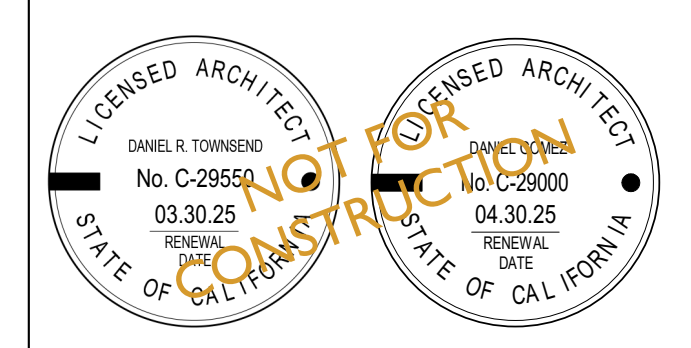


MOSAIC / GLASS TILE

Project Submittal Record

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Seal/Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
REVISED SCHEMATIC - WHARF ENTRY

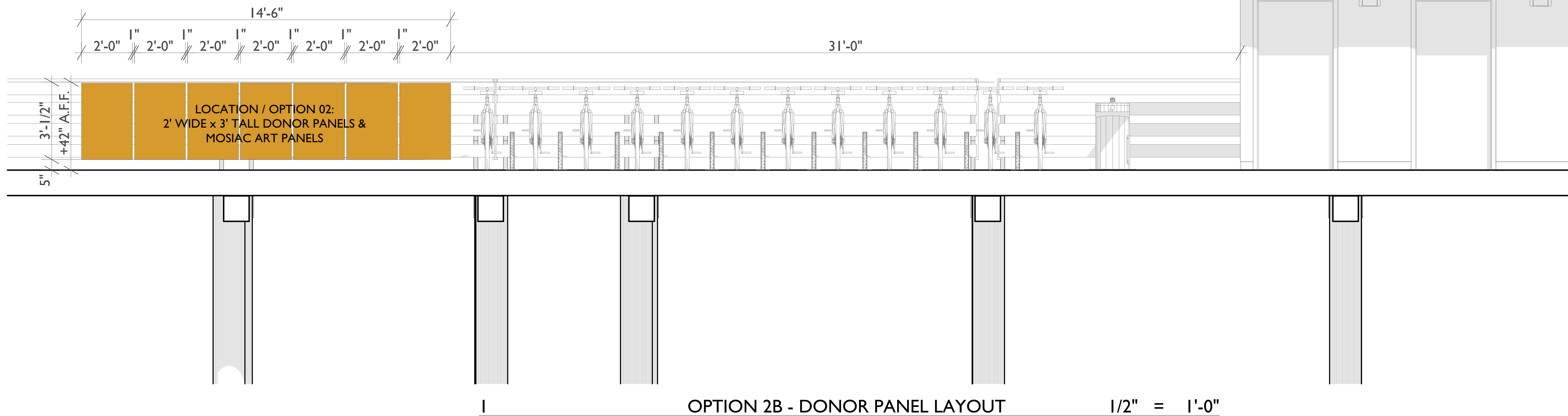
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A2

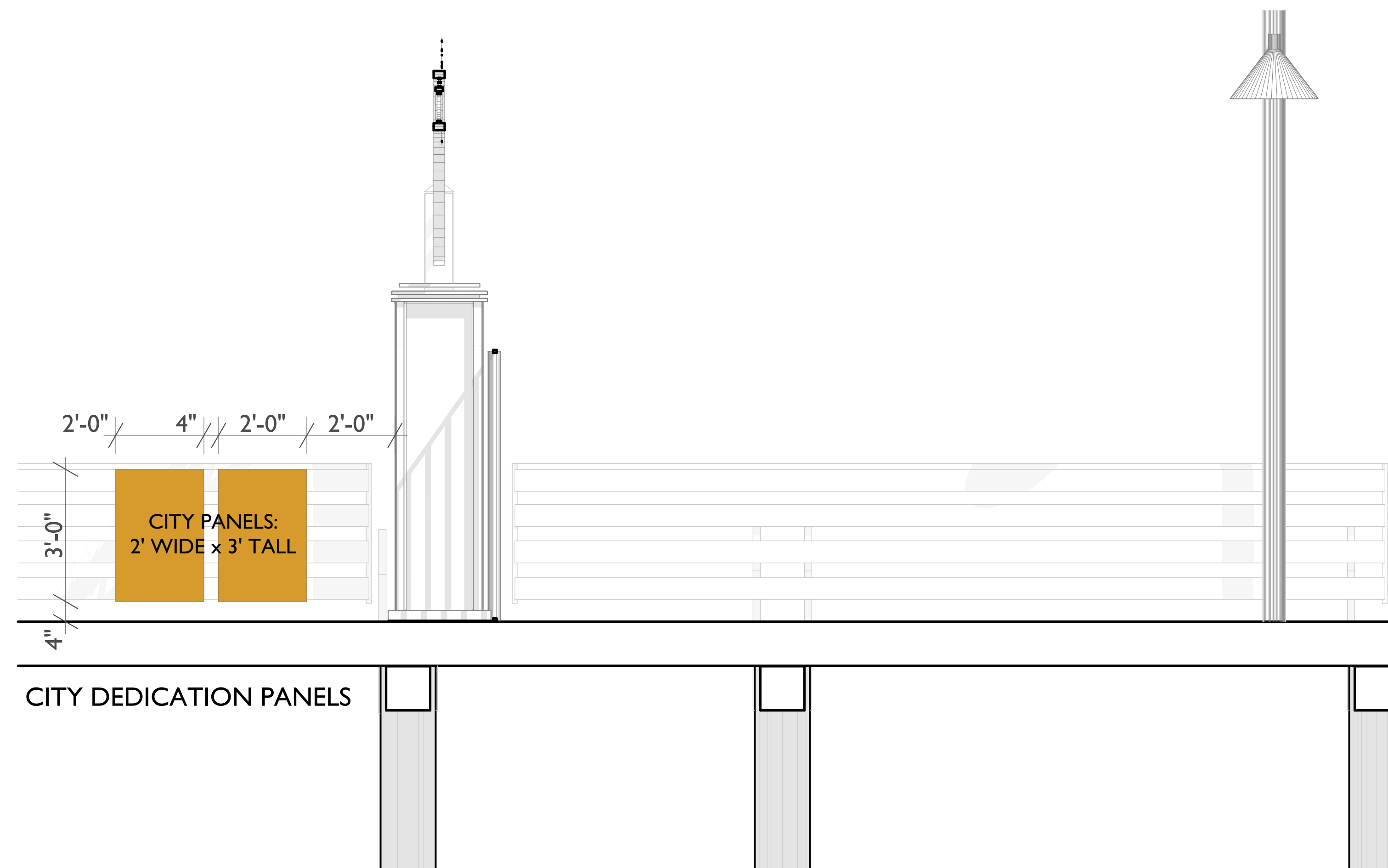
CAPITOLA WHARF

1400 Wharf Rd -Capitola
CA, 95010

fuse architects + builders
512 Capitola Ave + Capitola + California + 95010
fusearchitecture.com 831.479.9295



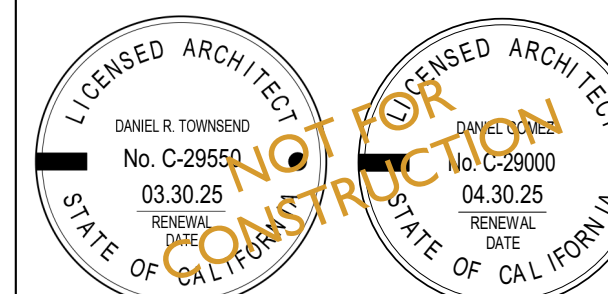
ENTRANCE VIEWS



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Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
DONOR PANEL LAYOUT

Scale
As Indicated

A4

CAPITOLA WHARF

1400 Wharf Rd -Capitola
CA, 95010

fuse 
architects + builders
512 Capitola Ave + Capitola + California + 95010
fusearchitecture.com 831.479.9295

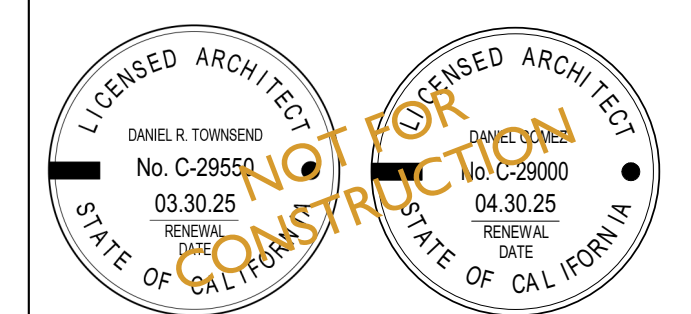


ENTRANCE VIEW

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Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
PHOTO RENDERINGS

Scale
As Indicated

A5

CAPITOLA WHARF

1400 Wharf Rd -Capitola CA, 95010

fuse architects + builders
512 Capitola Ave + Capitola + California + 95010
fusearchitecture.com 831.479.9295

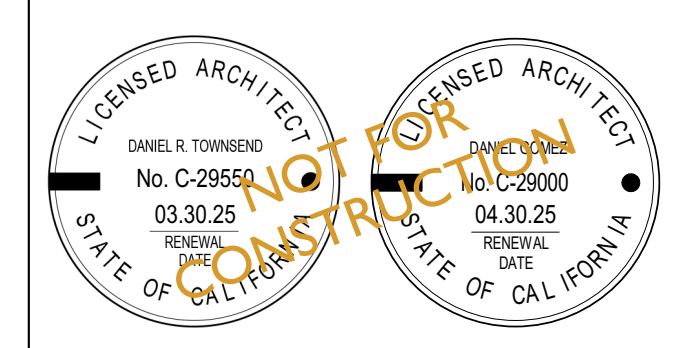


CLAD THE BATHROOM IN COMPOSITE WOOD PRESERVING ALL STAINLESS STEEL

Project Submittal Record

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	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
BATHROOM

Scale
As Indicated

A6

CITY OF CAPITOLA (OWNER)

420 Capitola Avenue, Capitola, CA 95010

CONTRACT

Capitola Wharf Improvements, DATE: June 13, 2024

1. Identification of Contractor.

CONTRACTOR: Fuse Architects, Inc

LICENSE NO: 991296

2. Scope of The Work. See Scope of Work attached as Appendix A.

Compensation for Work. Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$199,325, to be paid as (**check one**): (1) lump sum; (2) lump sum with progress payments; (3) per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$199,325. All payments (**check one**): shall shall not be subject to a five percent retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

3. Schedule of Performance for the Work. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 90 calendar days of Commencement Date.

Final Completion Date: Within 30 calendar days of Substantial Completion.

3.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner \$500 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner \$500 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

4. Terms and Conditions.

4.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work

B. Appendix B – General Conditions

City of Capitola Contract

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

F. Appendix F – Apprenticeship Program and Skilled and Trained Workforce Requirements

G. Appendix G - Supplemental Conditions, if applicable

4.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

City of Capitola
420 Capitola Avenue
Capitola, CA 95010

CITY OF CAPITOLA:

By: _____
Jamie Goldstein, City Manager

ATTEST:

By: _____
Julia Gautho, City Clerk

APPROVED AS TO FORM:

By: _____
Samantha Zutler, City Attorney

CONTRACTOR: FUSE ARCHITECTS, INC

Name: _____

By: _____
Dan Townsend

Its: _____
Title (If Corporation: Chairman, President or Vice President)

By: _____
Dan Gomez

Its: _____
Title (If Corporation: Chairman, President or Vice President)

1099 INFORMATION

Contractor Taxpayer I.D. No.: _____
Incorporated: Yes No

Appendix A to Contract
SCOPE OF WORK

Item Name	Total
0.00 - Mobilization	
Mobilization	\$30,150.00
Insurance	\$1,675.00
0.00 - Mobilization	\$31,825.00
1.00 - Entry Arch	
Decorative / Structural Steel	\$48,800.00
Stone @ Pillar Corners	\$7,500.00
Base Deck Beam / Structural Tie-In	\$15,000.00
Gate, Mechanisms, Slide & Track	\$20,000.00
Metal Painting	\$7,000.00
1.00 - Entry Arch	\$98,300.00
2.00 - Donor Walls	
Donor Panels & City Panels	\$11,000.00
City Panels	\$8,000.00
2.00 - Donor Walls	\$19,000.00
4.00 - Bathrooms	
4.00 - Bathrooms Siding	\$30,000.00
5.00 - Supervision	
1.01 - Construction P.M.	\$7,000.00
1.03 - Superintendent	\$13,200.00
5.00 - Supervision	\$20,200.00
Project Total	\$199,325.00

(End of Appendix A)

ARTICLE 1 TERMS OF PERFORMANCE

1.01 Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its council members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner shall not be liable to Contractor for any reason resulting from the Contract Documents or award of the contract to Contractor. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide

employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 Termination; Suspension; Disputes. Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204 and 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in City of Capitola, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices; Skilled Workforce. Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>].

Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements. Contractor shall also comply with the Apprenticeship Program and Skilled and Trained Workforce Requirements attached hereto as Appendix F.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to

undertake self-insurance in accordance with the provisions of and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) **200,000**, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

2.13 Public Records Act. Contractor is aware that this Agreement and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

2.14 Claims.

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify

Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:

(a) Cover letter and certification;

(b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;

(c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;

(d) Chronology of events and correspondence;

(e) Analysis of claim merit;

(f) Analysis of claim cost; and

(g) Attach supporting documents referenced in paragraph 2.14.C.1(c), above.

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

(End of Appendix B)

- 1. Commercial General Liability Insurance**, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$1,000,000** general aggregate and **\$2,000,000** each occurrence, subject to a deductible of not more than **\$10,000** payable by Contractor.
- 2. Business Automobile Liability Insurance** with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$10,000** payable by Contractor.
- 3. Workers' Compensation Employers' Liability** limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$2,000,000** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Capitola, its council members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- 4. Builder's Risk Insurance** including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **\$1,000,000** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
- 5.** Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnitied as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- 6.** Insurance policies in this Appendix C shall contain an endorsement containing the following terms:
 - 6.01** Owner Indemnitied shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.
 - 6.02** The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 6.03** Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to City of Capitola thirty (30) days in advance of the effective date thereof.
 - 6.04** Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
 - 6.05** Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not

waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 7.** All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **A-VIII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.
- 8.** The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.
- 9.** All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.
- 10.** Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.
- 11. Special Risks or Circumstances:** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(End of Appendix C)

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, City of [], a political subdivision of the State of California (Owner) has awarded to [Name of Contractor] as Principal, a Purchase Order Agreement, dated the _____ day of _____, 20____ (Agreement), titled THE _____ PROJECT in the amount of \$ _____, which Agreement is by this reference made a part hereof, for the work described as follows:

2. (Describe Agreement Work)_____

3. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

4. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

5. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

6. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

7. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

7.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

7.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

8. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

9. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

10. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

11. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPLE

Company: _____ (Corp. Seal)

Signature _____

Name _____

Title _____

Street Address _____

City, State, Zip Code _____

SURETY

Company: _____ (Corp. Seal)

Signature _____

Name _____

Title _____

Street Address _____

City, State, Zip Code _____

(End of Appendix D)

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the City of [], a political subdivision of the State of California (Owner) has awarded to (Name of Contractor) as Principal, a Construction Services Agreement, dated the day of , 20 (Agreement), titled THE PROJECT located at in the amount of \$, which Agreement is by this reference made a part hereof, for the work described as follows: (Describe Agreement Work)

Name
Title
Street Address
City, State, Zip Code

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

SURETY

3. NOW, THEREFORE, we, the undersigned Principal and as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Company: (Corp. Seal)
Signature

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

Name
Title

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

Street Address
City, State, Zip Code

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

(End of Appendix E)

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this day of , 20.

CONTRACTOR AS PRINCIPLE

Company: (Corp. Seal)
Signature

Appendix F to Contract**APPRENTICESHIP PROGRAM AND SKILLED AND TRAINED WORKFORCE REQUIREMENTS****ARTICLE 1 COMPLIANCE REQUIRED**

1.01 Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 CERTIFICATION OF APPROVAL

2.01 Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 FUND CONTRIBUTIONS

3.01 Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 APPRENTICESHIP STANDARDS

4.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 5 APPRENTICESHIP STANDARDS

5.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 6 SKILLED AND TRAINED WORKFORCE REQUIREMENTS

6.01 Contractor, if and to the extent otherwise required by law, shall meet the requirements of Public Contract Code § 2601(d) subject to certain exceptions set forth therein, that the required percentage of the skilled journeypersons or skilled journeyman hours employed to perform work on the Project by the Contractor and all subcontractors are graduates of an apprenticeship program for the applicable apprenticeable occupation.

6.02 "Skilled Journeyman" means a worker who either:

A. Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or an apprenticeship program located outside California and approved for federal purposes, pursuant to the apprenticeship regulations adopted by the Federal Secretary of Labor.

B. Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program that is approved by the Chief.

6.03 A graduate of an apprenticeship program means either of the following:

A. An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 of the Labor Code; or

B. An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

6.04 Pursuant to Public Contract Code section 2602 and if and to the extent otherwise required by law, Contractor shall certify that it, and all its contractors and subcontractors at every tier will comply with the Skilled and Trained Workforce Requirements of Public Contract Code Chapter 2.9 (Sections 2600 through 2603). Prime Contractor also understands and acknowledges that it shall provide the Owner a monthly report, in the form in Attachment A below or a substantially similar form, demonstrating compliance with the Skilled and Trained Workforce Requirements listed in Public Contract Code Chapter 2.9 (Sections 2600 through 2603). If Contractor fails to provide the monthly report, or a report that is incomplete, Owner will withhold future payments until a complete report is provided. The definitions, obligations, rights and remedies set forth in Public Contract Code Section 2600-2603 are hereby incorporated by reference and made a part of this agreement.

Attachment
Skilled and Trained Workforce Monthly Compliance Report

DIRECTIONS: This form is required to be submitted by the Contractor for all contractors regardless of tier by the 15th of the following month for work performed corresponding to this reporting period. Items with a red asterisk (*) indicate a required field.

Project Title:	
*Project Number:	
*Prime Contractor:	
*Subcontractor:	
*Contact Name:	
*Contact Number:	

Month	Year
--------------	-------------

Exceptions:*

***Work Month & Year:**

*Report: Please fill out the following report of all apprenticeable occupations utilized in this reporting period.

SKILLED JOURNEYPerson (SJ) REPORT							
*Apprenticeable Occupation	*Required minimum SJ: Apprentice Graduate % (see 2 nd page attachment)	Number of Skilled Journeypersons (SJ) employed by the contractor to perform work on the project		SJ ratio between the number of SJ: Apprentice Graduates to SJ: On-The-Job Experience Workers	Number of hours worked by SJ employed by the contractor to perform work on the project		SJ ratio of hours worked by SJ: Apprentice Graduates compared with SJ: On-The-Job Experience Workers
		*SJ: Apprentice Graduate	*SJ: On-The-Job Experience		*SJ: Apprentice Graduate	*SJ: On-The-Job Experience	
EXAMPLE Laborer	40%	7	3	70%	30	70	30%

Terms	Definitions
Apprentice	Defined in Labor Code 3077
Skilled Journeyperson: Apprentice Graduate	Defined in Public Contracts Code 2601 (e) (1)
Skilled Journeyperson: On-The-Job-Experience	Defined in Public Contracts Code 2601 (e) (2)

(End of Appendix F)

**APPENDIX G TO CONTRACT
SUPPLEMENTAL CONDITIONS
(If Applicable)**

(End of Appendix G)

Capitola City Council

Agenda Report

Meeting: June 13, 2024

From: City Manager Department

Subject: Memoranda of Understanding with Employee Groups



Recommended Action: 1) Authorize the City Manager to execute a successor agreement to the existing Memoranda of Understanding with negotiated changes for the Confidential Employee Group and the Association of Capitola Employees, subject to technical corrections; and 2) adopt a resolution approving the updated salary schedule, effective June 23, 2024.

Background: The City of Capitola's employees are divided into five bargaining groups, with associated agreements. The City's Employee Memoranda of Understandings (MOUs) expire at the end of June 2024. As required by state law, the City has participated in good faith negotiations with the bargaining groups on working conditions, salary, and benefit changes.

Discussion: The City of Capitola and all employee bargaining groups began negotiation meetings in March 2024. The City Council gave the City's negotiator fiscal authority based on the City's ten-year budget forecast, the results of a Salary Survey, and known concerns regarding healthcare plan costs. Each bargaining group has negotiated for items they prioritize.

On May 30, 2024, the City's Negotiator and the Confidential Employee Group reached a tentative agreement. A red-lined MOU and proposed salary schedule is included as an attachment to this report.

On June 6, 2024, the Association of Capitola Employees (ACE) signed a tentative agreement. A red-lined ACE MOU and proposed salary schedule is included as an attachment to this report.

The City Negotiator will continue to meet and negotiate with other non-represented groups.

Fiscal Impact: In full year 2024-25, the estimated fiscal impact of the negotiated changes to the Confidential Employee MOU is \$29,600. This total includes \$12,000 in Cost of Living Adjustments; \$7,200 in health care contributions; \$8,000 in one-time wellness bonuses; and \$2,400 in deferred compensation contributions.

In full year 2024-25, the estimated fiscal impact of the negotiated changes to the Association of Capitola Employee MOU is \$103,000. This total includes \$62,000 in Cost of Living Adjustments; \$40,000 in health care contributions; and \$1,000 in deferred compensation contributions.

Attachments:

1. Red-lined Confidential Employee MOU
2. Red-lined ACE MOU
3. Proposed resolution and Exhibit A: Salary schedule

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

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

Approved By: Jamie Goldstein, City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CONFIDENTIAL EMPLOYEES’ AND CITY OF CAPITOLA
TERM: 6/13/2024 to 6/30/2027**

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**CONFIDENTIAL EMPLOYEES’
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as “City”) and the Confidential employees, who are: City Clerk, Assistant to the City Manager, Information Systems Specialist, Human Resources Analyst, Recreation Division Manager. Upon FY 2024-25 Budget Adoption, the Recreation Division Manager position will be eliminated and no longer included in the group of Confidential employees. This MOU covers the period from 06/13/2024 – 06/30/2027.

SECTION I. WAGE SCHEDULES/HOURLY RATES/EMPLOYMENT STATUS

The wage schedule attached to this Memorandum of Understanding sets forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters “A” to “E” have been used to designate the respective pay steps for each position. The rates contained in the wage schedule are base salary rates and do not include overtime or benefits.

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

Effective the first pay period after association ratification and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification shall be readjusted by 3.0%,

Effective the first full pay period of July 202~~5~~², the salary range for each classification shall be readjusted by 3.0%.

Effective the first full pay period of July 202~~6~~³, the salary range for each classification shall be readjusted by 3.0%.

1. Service

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

2. Types of Appointment:

For all types of appointments refer to the personnel rules except for Acting Appointments.

Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily assigned to, and performs all duties of a position other than the position he/she normally occupies or when an employee is assigned an acting appointment pending evaluation of the employee's ability to perform the duties of the position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied.

3. Overtime

All Confidential employees other than Human Resources Analyst, are exempt under FLSA, and therefore not entitled to overtime compensation. The normal regular work week commences on Sunday and consist of forty (40) hours except that the regular work week of public works department personnel engaged in maintenance activities shall be as approved by the City Manager. Except for employees exempt under the FLSA, overtime will be compensated at the rate of one and one-half times the base rate of pay for all hours worked over 40 hours per week in a workweek. Such additional compensation shall, at the employee's election, be either in cash or compensatory time off, in accordance with Labor Code section 204.3.

With regard to this section "hours worked" shall not include sick leave. Nor shall such a definition include vacation or compensated leave time off not scheduled in advance by at least ten working days. "Hours Worked" shall also not include workers compensation time off unless immediate treatment is required on the date of injury for the injury incurred, in which case overtime is allowed providing the overtime accrued is an extension of the workday and the hours worked for the week exceed 40 hours.

4. Effective Date of Pay Increase

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

All other pay rate changes, except those given a specific calendar date herein, shall become effective at the beginning of a two week pay period as approved by the City Manager.

~~5. Signing Bonus~~

~~Contingent upon a tentative agreement by June 24, 2021, which is ratified by the membership. All employees at the time of ratification in the Confidential bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council.~~

~~5. One-Time Wellness Bonus~~

~~All employees in the Confidential bargaining unit shall receive a one-time \$2,000 wellness bonus, minus applicable withholdings. The one-time wellness bonus shall be paid during the first full pay period after ratification of this MOU by the Capitola City Council.~~

~~6. Market Study Adjustment~~Contingent Equity Adjustments

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

- Assistant to the City Manager ~~12.553~~%
- City Clerk ~~14.563~~%
- Information Systems Specialist ~~1.353~~%
- Human Resources Analyst ~~14.483~~%

SECTION II: LEAVE PROVISIONS

1. Vacation

a. Vacation Accrual

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

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

b. Accumulation

An employee may not accumulate more than, but instead each year must cash out pursuant to Section d, below, all accumulated vacation in excess of 360 hours.

c. Vacation Cash Out Upon Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash payout.

d. Vacation- Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 such payment shall not exceed the employee's annual vacation accrual amount. These cash out payments will be included with the paycheck ~~for the first full pay period in May of the last pay-date in~~ May.

e. Optional Vacation Cash Out

In any calendar year an employee may cash out up to 80 hours of accumulated vacation.

2. Sick Leave

a. Sick Leave Accrual

Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year.

b. Sick Leave-Family Care

Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.

c. Sick Leave Cash Out;

Sick Leave may not be cashed out.

3. Administrative Leave Accrual

All Confidential Employees other than Human Resources Analyst, are entitled to ten days per year of administrative time off. Administrative Leave is non-cumulative. It may not be converted to cash. One year's worth of Administrative Leave becomes available on the first day of the calendar year. The exception is persons hired mid-year, in which case administrative leave is prorated for the applicable period.

3. Personal Holidays

All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays are not cumulative.

4. Bereavement Leave

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

For purposes of this section, "Immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner as defined by the State of California, child, stepchild, sibling, stepsibling, foster parent, foster child, brother-in-law, sister-in-law, mother-in-law, father-in-law and grandparents, in laws, and any individual to whom an employee is serving in Loco Parentis. Leave of absence with pay because of death in the immediate family of an employee shall be granted for a period not to exceed three days. Entitlement to leave of absence under this section shall be in addition to any other entitlement for sick leave, or any other leave. For purposes of this section, "immediate family" means mother, step-mother, father, step-father, husband, wife, domestic partner as defined by the State of California, son, step-son, daughter, step-daughter, brother, sister, foster parent, foster child, brother in law, sister in law, mother in law, father in law, grandparents and any individual to whom an employee is serving in Loco Parentis.

5. FMLA and CFRA

The City shall follow the provisions provided for family leave as specified in the federal Family & Medical Leave Act of 1993 (FMLA), and the California Family Rights Act (CFRA) as they apply to public employers.

6. Holiday Schedule

There shall be ~~twelve~~-thirteen (13~~12~~) holidays granted annually for the term of the MOU. The holidays to be observed during calendar year are set forth below.

New Year’s Day	1/01/
Martin Luther King Day	*
Lincoln’s Birthday	*
Washington’s Birthday	*
Memorial Day	*
<u>Juneteenth</u>	<u>6/19/</u>
Independence Day	7/4/
Labor Day	*
Indigenous Peoples Day	*
Veterans’ Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

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

7. Jury Duty

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

8. Leave of Absence Without Pay

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

9. Accruals after Date of Separation

An employee’s separation date is the last date actually worked, except that an employee who, as of the last day worked, has not used all of his/her yearly allotment of vacation may extend the separation date by the number of days necessary to reach the full yearly allotment. “Yearly allotment” means the amount of vacation that the employee was entitled to accrue in his/her last year of employment. Unless otherwise provided by state law, none of the following accrue after the date of separation: sick leave, vacation, personal holidays, holiday pay, administrative leave, Flex Plan contributions, or payment of the insurance premiums described in Section III.5 below.

SECTION III: BENEFITS

(Regarding benefits available to part-time employees’, see Section 2, above.)

1. Flexible Spending Arrangement Contributions

The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through PERS, from the monthly contribution set forth herein, effective January 1, 2024, a ~~\$143157.00~~ per month contribution will be paid to PERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by PERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA minimum. ~~The City reserves the option of adding additional health care plans programs to the cafeteria plan, as they may become available. The City will enable interested employees to participate in union sponsored medical plans.~~

<u>Effective Date</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>June 27, 2021</u>	<u>\$824.00</u>	<u>\$1,339</u>	<u>\$1,751</u>

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period after ratification</u>	<u>\$1,000</u>	<u>\$1,850</u>	<u>\$2,250</u>
<u>First full pay period in July 2025</u>	<u>\$1,050*</u>	<u>\$1,925*</u>	<u>\$2,350*</u>
<u>First Full pay period in July 2026</u>	<u>\$1,100*</u>	<u>\$2,000*</u>	<u>\$2,450*</u>

*contingent on the City tax measure passing in November, 2024

2. Opt-Out

Employees who can verify to the City’s satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain in effect until the next enrollment date will be eligible for a cash payment of \$250.00 per month. ~~The City reserves the option of adding additional programs to the cafeteria plan, as they may become available. The City will enable interested employees to participate in union sponsored medical plans.~~

3. Retirement Benefits CalPERS

The City participates in the California Public Employees’ Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. Contributions will be reported in accordance with the current CalPERS contract, i.e. the employee portion (8%) plus any amount above the cap is reported to PERS as paid by the employee.

All classic employees in this bargaining unit shall contribute 13.392% of their reportable salary to CalPERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

California Public Employees’ Pension Reform Act (PEPRA) For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic

members as defined by CalPERS, CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

4. Physical Examinations

The City, for any employee receiving flex credit contributions, will provide a biannual physical examination for employee. The City will pay the amount not covered by the health care program.

5. Insurance.

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

6. Mileage Reimbursement

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

7. Deferred Compensation

All employees covered by this Agreement shall be eligible to participate in a deferred compensation program, upon request. The City will match employee contributions up to \$25 per pay period.

SECTION IV: INCENTIVE PROGRAMS

1. Longevity Pay Incentive

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

- a. 15 years' continuous service - 5%
- b. 20 years' continuous service - an additional 5%, which shall be compounded with the 15 year recognition.

If the City tax measure on the November 2024 ballot passes, the following longevity schedule will replace the longevity schedule noted above:

- a. 10 years' continuous service – 5%
- b. 15 years' continuous service – additional 3%, which shall be compounded with the 10 year recognition.
- ~~b.c.~~ 20 years' continuous service – additional 2%, which shall be compounded with the 15 year recognition.

2. Education Reimbursement Program

The City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$500 per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.

3. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

- a. Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and
- b. The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

SECTION V: MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

1. Fair Labor Standards Act

All positions other than Human Resources Analyst included in this Compensation Plan are covered by appropriate sections of the Fair Labor Standards Act of 1935, and are specifically subject to Rule No. 54.118 (salaried executive employees are not paid at a higher rate for what might otherwise be labeled "overtime", correspondingly, their salary is not reduced "for any week in which (s)he performs any work without regard to the number of days or hours worked." Accordingly, bi-weekly time sheets will not result in adjustments to the compensation for the period, but merely for yearly evaluation of whether the position is, after factoring in administrative leave, over or under staffed. However, time off for sick leave purposes shall be reported and reflected in the accumulated sick leave calculations.

2. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

3. Use of Employer Facilities

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

4. Resident Rates for City Programs

City employees shall be eligible to enroll in all City programs at the resident rate.

4.5. Bargaining Time

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

5.6. Severability

If any of the provision herein contained be rendered or declared invalid by reason of any State or Federal legislation, or by ruling of any court of competent jurisdiction, such invalidation of such part or portion of this Memorandum of Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect, insofar as such remaining portions are severable.

SIGNATURES:

CITY OF CAPITOLA:

CONFIDENTIAL EMPLOYEES:

Jamie Goldstein

Julia Gautho

Renee DeMar

Heather Haggerty

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ASSOCIATION OF CAPITOLA EMPLOYEES
AND CITY OF CAPITOLA**
TERM: 6/27/2021 to 6/30/2024
6/13/2024 – 6/30/2027
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**ASSOCIATION OF CAPITOLA EMPLOYEES
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made and entered into between the City of Capitola (hereinafter referred to as “City”) and Laborers International of North American (LIUNA) Local 792 (herein referred to as “the union”) for the Association of Capitola Employees (ACE) for and on behalf of its members identified. This agreement shall cover the period from ~~June 27, 2021 through June 30, 2024~~, ~~July 1~~ June 13, 2024 through June 30, 2027 and shall be effective ~~upon~~ after ratification by the bargaining unit and subsequent approval by the Capitola City Council.

I. UNION RECOGNITION

1. Pursuant to the Meyers-Milias-Brown Act and the City’s Employer-Employee Relations Resolution, the Union, affiliated with Laborer’s International Union of North America, Local792, is hereby recognized as the Recognized Employee Organization of the General Government Employees and Association of Capitola Employees bargaining unit as defined in California Government Code Section 3501(b). Classifications in the bargaining unit are listed in Section I.12 below. Pursuant to language in the Employee-Employer Relations Ordinance, this list can be amended from time to time.
2. The parties hereto recognize that membership in the Union is not compulsory, that employees have the right to join, not join, maintain, or drop their membership in the Union.
3. The City shall make available payroll deductions for unit members for regular Union dues pursuant to an appropriate authorization form signed by the employee or the provisions of this Section. Those funds shall be remitted to the Union on a monthly basis. An employee’s earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the dues or service fee. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full dues, no deduction shall be made. In addition, all other legal and required deductions have priority over Union dues.
4. Pursuant to California Government Code Section 3502 individual employees shall have the right to represent themselves and to present grievances and discipline appeals to the City and to have such grievances and appeals adjusted without representation by the Union up to but not including arbitration, provided that the adjustment shall not be inconsistent with this Memorandum of Understanding and further provided that the Union shall be given an opportunity to be present at such adjustment.
5. The Union shall indemnify, defend and hold the City, its employees, officials, representatives and agents harmless against any claims made, and against any suit instituted against the City on account of payroll deductions made pursuant to this

Section for dues. In addition, the Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

- 6. Any dispute between the Union and any employee on the interpretation or application of this Section shall, at the request of the Union or the affected employee, be decided by final and binding arbitration under the rules of the American Arbitration Association. The Union and the employee shall each bear one half the cost of the arbitration, including the fee of the American Arbitration Association, the arbitrator and any court reporter fees and costs. The City will not protest or interfere with any final and binding decision under this Section.
- 7. Union Notification. The City shall give reasonable written notice to Union when it is affected by any ordinance, rule, resolution, or regulation proposed to be adopted and directly relating to matters within the scope of representation.
- 8. Bulletin Boards. The Union shall be provided a bulletin board in the employee break room. The Union agrees that notices posted on the bulletin boards shall not contain anything that may be construed as maligning or derogatory to the City or its representatives. The Union shall be responsible for maintaining the bulletin board in a business-like manner. The Union shall be responsible for placement of and removal of outdated material. However, the City shall retain the right to remove maligning, derogatory, or inappropriate or outdated material.
- 9. Time Off for Union Officials. During the term of this agreement, two employees from the unit shall be allowed a reasonable amount of paid release time off for “meet and confer” or “meet and consult” sessions scheduled with the City’s designated representatives, providing there is no disruption of work. The Union shall notify the City Manager in advance of the meeting of the specific members who will be in attendance. Union members shall obtain permission through supervisory channels before leaving their work or work locations.
- 10. Time Off Without Loss of Pay. The Union may request, and the City may grant, time off without loss of pay to Union representatives to assist the City in the formulation of policies and procedures mutually beneficial to the City and the Union. However, such time off shall be at the discretion of the City Manager.
- 11. Union Stewards. The unit shall be authorized to designate two employees within the unit as stewards and must furnish a list of these stewards to the City Manager within five working days after appointment or election. One steward at a time shall be allowed a reasonable amount of paid release time for the purpose to representing a unit employee within the steward’s area of representation in the filing or processing of grievances or disciplinary appeals, as long as there is no interruption of work in the employee’s division. Stewards must first obtain permission.
- 12. Represented Employees. This unit represents the following classifications: Accounts Receivable/Payable Clerk, Account Technician, Accountant I, Accountant II, ~~Administrative Assistant, Administrative Assistant II,~~ Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Police Records Technician, Building Inspector I, Building Inspector II, Development Services Technician, ~~Data Entry Clerk~~, Deputy City Clerk,

Equipment Operator, Maintenance Worker I, II III, Mechanic, Museum Curator, Parking Enforcement Officer, Assistant Planner, ~~Receptionist, Records Clerk,~~ Records Coordinator, Records Management Clerk, Recreation Assistant, Recreation Coordinator, Recreation Facility Custodian, ~~Recreation Receptionist.~~

- 13. When a new position is created by the City that is not managerial, supervisory or confidential, the City will provide the Union with a position description and will advise the Union as to whether or not, in its judgment, the position is appropriate for inclusion in the bargaining unit. If the Union disagrees with the City’s decision, it will notify the City, and the City and the Union will meet to resolve the disagreement.

II. WAGES

A. Wage Schedule and Wage Increases:
 The wage schedule attached to this Memorandum of Understanding sets forth the base pay, subject to such adjustments (such as longevity pay) as are specifically set forth in this MOU. Letters “A” to “E” have been used to designate the respective pay steps for each position. The rates contained in the wage schedule are base salary rates and do not include overtime or benefits.

- a. Effective the first pay period after union ratification of the MOU and Council approval of the successor MOU in accordance with the Brown Act, the salary range for each classification in this Unit shall be readjusted by ~~2.75%~~3%
- b. Effective the first full pay period of ~~July 2025~~2, the salary range for each classification in this Unit shall be readjusted by 3%.
- c. ~~Effective the first full pay period of July 2026~~3, the salary range for each classification in this Unit shall be readjusted by 3%.
- d. Equity Market Study Salary Adjustments

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

- Deputy City Clerk – 16.95%
- Mechanic – 7.11%
- Development Services Technicians – 4.8%
- Records Technicians – 4.77%
- Museum Curator – 4.77%
- Maintenance Workers I, II, & III, – 2%
 - ~~1.25% – Accounts Clerk, Account Technician, Accountant I, Administrative Assistant I/II, Assistant Planner, Police Records Technician.~~

~~2.5% – Maintenance Worker I, II, III, Receptionist
3.5% – Building Inspector I and II, Deputy City Clerk,
Development Services Technician, Parking Enforcement Officer,
Recreation Assistant, Recreation Coordinator, Recreation Facility
Custodian, Recreation Receptionist~~

B. Conversion To Hourly Rate:

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

C. Service:

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

D. Types of Appointment

For all types of appointments, refer to the personnel rules, except for Acting Appointments.

1. Acting Appointments

Acting appointment may be either full-time or part-time, as established by the City Manager. An acting appointment occurs when an employee is temporarily appointed to a higher-class position. While serving under an acting appointment, an employee will receive additional compensation as determined by the City Manager. Such pay will be no less than 5% above the employee's regular compensation. It may be up to, but ordinarily will not be in excess of the first step of the position occupied. Such pay shall begin on the first work day of the appointment.

2. Work Out of Class

Work out of class occurs when an employee is designated to work in a higher classification and actually performs or is responsible for performing the majority of duties of the higher classification. If an employee works out of class for four or more consecutive hours, the employee will receive work out of class pay for all hours worked out of class. The employee shall receive either 5.0% above the employee's usual rate of pay, or pay at the next highest pay step in the out of class job classification, whichever is greater.

3. Acting Supervisors Pay

If an employee is designated by the Department Head or the Department Head's designee to perform Supervisory duties outside of their job descriptions, then that employee shall receive a 10% increase to his or her salary for all such hours worked.

4. Equipment Operators Pay

If an employee is designated by the Department Head or the Department Head's designee to perform the duties of an Equipment Operator on the following equipment;

- Five-yard and above size truck and trailer (license required).
- Sweeper
- Bull Dozer
- Large Front Loader

then that employee shall receive a 5% increase to salary for all such hours worked.

E. Public Works Employees, Shift Changes Shift Differential

1. Shift Changes: In order to provide necessary services, the hours of Public Works employees may be adjusted from time to time. However, when a change in a schedule occurs within the given two-week pay period, all non-overtime hours worked outside of the pre-adjustment work schedule shall be additionally compensated at a rate equal to 5% of base wage rate.
2. Shift Differential: Employees who are required to report to work two or more hours before the employee's regular time to begin work, shall receive a 5% increase to salary for all such hours worked prior to regular work hours.

Employees who are required to report to work ~~two~~ four or more hours before the employee's regular time to begin work, shall receive a 7% increase to salary for all such hours worked prior to regular work hours.

F. Emergency Call Back Compensation

1. "Call back" refers to a situation where an employee has completed his/her regular work day without knowing that he/she would be called back (by his/her superior or as a result of emergency circumstances) to work during hours of the day not occurring during the employee's regular workday. An employee who is required to come to work not more than one hour early, but is not thereafter released from work before the start of the regular workday is not on "call back".
2. Employees called back to work shall be treated as having worked at least three hours, even if actual time is less.

- 3. Public Works: The rate of pay for Public Works department employees covered by this agreement call back hours is as follows
 - i. Two and a half times the employee’s hourly base rate for hours served between the hours of 10pm and 6 am; or
 - ii. Two times hourly base rate for hours served during other times of the day.
- 4. For all employees not covered by subsection, call back hours will be paid the same as overtime.
- 5. Time spent traveling to and from the place of call back work is not counted in applying the provisions of this section, or XXIX. E.
- 6. Units of time that are both call back and overtime will receive the most favorable of the two treatments, but no single unit of time will be treated as both call back and overtime.

G. Parking Enforcement Officers:
 Parking enforcement officers shall receive a minimum of 4 hours pay for court appearances that are not scheduled as part of their regular workday.

H. License and Certificate Reimbursement:
 The City will reimburse employees for the cost of specialized licenses and certificates required to perform their job.

~~I. Signing Bonus:
 All employees at the time of ratification in the ACE bargaining unit shall receive a one-time \$1500 signing bonus, minus applicable taxes. The one-time signing bonus shall be paid the first full pay period after ratification by the Capitola City Council.~~

I. Deferred Compensation: All employees covered by this Agreement shall be eligible to participate in a deferred compensation program, upon request. The City will contribute twenty-five (\$25.00) dollars per pay period.

III. OVERTIME

All employees within the Union are hourly employees and can accrue overtime subject to the laws, rules, regulations and any other MOU provisions of the City, state and federal government. The normal regular work week commences on Sunday and consists of forty (40) hours except that the regular work week of public works department personnel engaged in maintenance activities shall be as approved by the City Manager. Except for employees exempt under the FLSA, overtime will be compensated at the rate of one and one-half times the base rate of pay for all hours worked over 40 hours per week in a workweek. Such additional compensation shall, at the employee’s election, be either in cash or compensatory time off, in accordance with Labor Code section 204.3. The Department Head must approve overtime.

“Hours worked” shall not include sick leave,-vacation, or compensated leave time off not scheduled in advance by at least ten working days. “Hours Worked” shall also not include workers compensation time off unless immediate treatment is required on the date of injury

for the injury incurred, in which case overtime is allowed providing the overtime accrued is an extension of the workday and the hours worked for the week exceed 40 hours.

IV. MERIT PAY AND EFFECTIVE DATE OF INCREASES

A merit pay advancement for an employee shall become effective on the first day of the pay period in which the minimum length of service has been satisfactorily completed.

Any other mid-pay period payroll adjustments will occur at the beginning of the pay period in which the adjustments falls for all odd numbered calendar years; and, at the beginning of the following pay period for the even number calendar years.

When an employee has not been approved for advancement to the next higher wage step, the employee shall be reconsidered for such advancement after the completion of either three months of additional service, or after a period of three to six months of additional service if the supervisor concludes that three months will be insufficient time to evaluate whether the performance deficiencies that led to the denial of the step increase have been adequately addressed. At the time a step increase is denied, the supervisor shall identify in writing the timing of reconsideration of the step increase. An employee whose step increase is denied shall also be advised in writing (typically in a performance evaluation) of the reason(s) why the step increase was denied. Grants and denials of step increases shall be on a merit basis only.

Regardless of whether subsequent reconsideration of a denial of a step increase does or does not result in a step increase, the employee’s annual review date shall be as originally designated.

V. VACATION

A. Accrual

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

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

B. Accumulation

A. An employee may not accumulate more than, but instead each year must cash out pursuant to Section V.E. below, all accumulated vacation in excess of 360 hours; except that

2. An employee who had accumulated more than 360 hours as of January 1, 2011 may maintain that level: provided, however, that if accumulated vacation falls below 360 hours, the provisions of Section V.B.1, above, shall thereafter apply.

C. Scheduling

Vacations shall be scheduled upon the request of the employee and the approval of the Department. The Department shall consider both the desire of the employee and the needs of the Department in deciding whether to approve or deny a vacation request.

Vacation sign-ups shall be on a first come first serve basis. If more employees request vacation for a given time than can be accommodated by the Department, the more senior employee shall be given the time off. Nothing herein shall require the cancellation of an already approved vacation for a less senior employee upon the request of a more senior employee. "Seniority" as used in this section shall mean length of continuous employment in a paid status in a regular position.

D. Vacation Cash Out Upon Termination

Upon termination, an employee shall be paid for all accumulated vacation to the separation date, at a rate equal to 100% of his/her current hourly pay rate. Alternatively, an employee may individually contractually establish, in writing, with the City Manager, mutually agreeable provisions regarding the timing and terms of the cash payout.

E. Mandatory Cash Out Before Termination

An employee who has accumulated more than 360 hours or who is subject to a higher accumulation level under Section V(B)(2), as of the last pay period in April of any year shall be paid in cash at a rate equal to 100% of his/her current hourly pay rate for all hours in excess of 360 or that applicable higher accumulation level except that such payment shall not exceed the employee's annual vacation accrual amount. These ~~cash-out~~ cash-out payments will be included with the paycheck ~~for on the last pay-date in May. the first full pay period in May.~~

F. Optional Vacation Cash Out

In any calendar year, an employee may cash out up to 40 hours of accumulated vacation.

VI. SICK LEAVE

A. Sick Leave Accrual

Sick leave accrues on a pro-rated basis, based upon a 30-day month. Twelve days accrue each calendar year. Parking Enforcement Officers working a 4/10 shift shall accrue 120 hours per calendar year.

B. Sick Leave-Family Care

Sick leave may be used to care for members of the immediate family in accordance with the FMLA and CFRA, or as approved by the City Manager.

C. Sick Leave While on Vacation

An employee who becomes ill or is hospitalized while on vacation and provides a written statement from a licensed physician or medical doctor that the illness would have resulted in the employee not being able to come to work, shall have the period of illness charged against sick leave and not vacation leave.

- D. Sick Leave Cash Out
Sick Leave may not be cashed out.

VII. HOLIDAYS

- A. Schedule
There shall be ~~twelve~~thirteen (1213) holidays granted annually for the term of the MOU. The holidays to be observed during calendar year are set forth below.

New Year’s Day	1/01/
Martin Luther King Day	*
Lincoln’s Birthday	*
Washington’s Birthday	*
Memorial Day	*
<u>Juneteenth</u>	<u>6/19/*</u>
Independence Day	7/4/
Labor Day	*
Indigenous Peoples Day	*
Veterans’ Day	11/11/
Thanksgiving Day	*
Friday Following Thanksgiving	*
Christmas Day	12/25/

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

Holiday time will be for the regularly scheduled shift time. For example, if the regularly scheduled shift is 8.5 hours, employee will receive 8.5 hours of holiday time. If the regularly scheduled shift is 6 hours, employee will receive 6 hours of holiday time.

In addition, offices located at the Community Center or at City Hall will be closed for one week during the Christmas holidays during which employees affected by the closure will be permitted to use vacation, personal holidays or sick leave in order not to lose compensation. All other City offices and programs shall remain open during this period.

- B. Personal Holidays
All regular positions are entitled to three (3) personal holidays per calendar year. Unused Personal Holidays ~~are not~~ shall be used by the employee no later than December 31st of each year and are non-cumulative.
Personal Holidays will be for the regularly scheduled shift time. For example, if the regularly scheduled shift is 8.5 hours, employee will receive 8.5 hours of holiday time. If the regularly scheduled shift is 6 hours, employee will receive 6 hours of holiday time.

- C. Holiday Hours Bank
The Museum Curator, Police Records Technicians Clerks, Parking Enforcement Officers, and the Administrative Records Analyst and the Police Department Administrative Assistant shall receive a bank of holiday hours, based upon the positions' regular work day eight (8) hours for each holiday, to be taken in the same manner as Police Officers.
- D. Public Works Holidays
 Public Works employees may be required to work holidays. Employees who work on any holidays will use holiday time on the holiday and it will count as hours worked. Actual hours worked will be in addition and will be considered overtime if hours meet the weekly overtime threshold. The City reserves the right to change Public Works Employees' hours in order to cover Holidays in accordance with Section II F. 1 of this MOU.

VIII. BEREAVEMENT LEAVE

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

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

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

IX. JURY DUTY

Leave of absence with pay shall be granted to an employee while serving on jury duty. Time spent commuting from home to and from jury duty is not compensable; time spent traveling from court to place of work is compensable. Any jury fee awarded shall be deposited with the City Treasurer.

X. LEAVE OF ABSENCE WITHOUT PAY

A leave of absence without pay may be granted by the City Manager upon the request of the employee seeking such leave, but such leave shall not be for longer than one year.

XI. ACCRUALS AFTER DATE OF SEPARATION

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

XII. BENEFITS FOR PART-TIME EMPLOYEES

Sick leave benefits are described in Section VI above.

XIII. FLEXIBLE SPENDING ARRANGEMENT CONTRIBUTIONS

A. The City makes a flexible spending arrangement (“Flex Plan”) contribution on behalf of each qualified employee for medical, dental & vision coverage. For those employees who have selected health coverage through CalPERS, from the monthly contribution set forth herein, effective **January 1, 2024**, a **\$15743.00** per month contribution will be paid to CalPERS for what is sometimes referred to as “employer contribution”. This amount is the minimum amount required by CalPERS, recognizing that state law may increase this minimum from time to time requiring compliance by City. The City’s maximum contribution below is inclusive of the required PEMCHA minimum.

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period after ratification</u>	<u>\$849.00</u>	<u>\$1,300.00</u>	<u>\$1,550.00</u>
<u>First full pay period in July 2022</u>	<u>\$874.00</u>	<u>\$1,350.00</u>	<u>\$1,625.00</u>
<u>First full pay period in July 2023</u>	<u>\$899.00</u>	<u>\$1,400.00</u>	<u>\$1,675.00</u>

<u>Effective Dates</u>	<u>Employee Only</u>	<u>Employee +1</u>	<u>Employee +2</u>
<u>First full pay period after ratification</u>	<u>\$1,000</u>	<u>\$1,850</u>	<u>\$2,250</u>
<u>First full pay period in July 2025</u>	<u>\$1,050*</u>	<u>\$1,925*</u>	<u>\$2,350*</u>
<u>First Full pay period in July 2026</u>	<u>\$1,100*</u>	<u>\$2,000*</u>	<u>\$2,450*</u>

*Contingent on the City tax measure passing in November, 2024.

E. Employees who can verify to the City’s satisfaction that: they have equivalent group health coverage for medical (including dental & vision), which will remain

in effect until the next enrollment date will be eligible for a cash payment based on the following schedule. Current employee is defined as an employee hired prior to July 1, 2018; and receiving the Cash in Lieu at that time. Current employees who choose health coverage, will no longer be eligible for the current employee cash payment amount.

Effective Dates	Current Employee	New Employee
First full pay period after ratification.	\$773.00	\$250.00

- C. The City reserves the option of adding additional [health care plans](#)~~programs to the cafeteria plan~~, as they may become available. The City will enable interested employees to participate in union sponsored medical plans.

XIV. RETIREMENT BENEFITS

A. CalPERS

The City participates in the California Public Employees’ Retirement System (CalPERS) operated by the State of California. Benefits provided are detailed in separate publications, depending upon the plan. The City provides 2.5% at 55 Retirement Plan for non-sworn employees, with the single-highest year option. Contributions will be reported in accordance with the current CalPERS contract, i.e.: the employee portion (8%) plus any amount above the cap is reported to CalPERS as paid by the employee.

In 2007, the City implemented a cost-sharing benefit that consists of the City paying 8% of the normal member’s contributions as Employer Paid Member Contributions (EPMC), with additional cost sharing contributions not to exceed a total of 16.259% through June 30, 2019. The City agrees to report the value of the Employer Paid Member Contributions as salary for retirement benefit plan purposes.

Beginning July 1, 2018, all classic employees shall contribute 13.392% of their reportable salary to CalPERS. This contribution shall not be reduced unless negotiated by the parties in future negotiations.

Public Employees’ Pension Reform Act for Miscellaneous Employees hired by the City on or after January 1, 2013 and do not qualify as Classic members as determined by CalPERS: For new miscellaneous employees hired by the City of Capitola on or after January 1, 2013 and who do not qualify as classic members as defined by CalPERS, CalPERS has by statute implement a 2.0% @ 62 pension formula, based on a three-year average compensation. Employees in this category shall pay 50% of the normal cost rate as determined by CalPERS.

B. LIUNA National Industrial Pension

General Government Employees: The City will contribute \$0.25 per hour (not including overtime or compensatory time) each pay period to the LIUNA pension

fund on behalf of each of the following classifications (which were formerly a separate unit with a separate MOU represented by LIUNA): Mechanic, Parking Enforcement Officer, Equipment Operator, Maintenance Worker I, II & III and Recreation Facility Custodian. The compensation schedules attached hereto will be reduced \$.25 per hour. The City’s sole obligation shall be to forward designated amounts to the fund. The Union shall indemnify and hold harmless the City against any and all claims made as a result of the City’s actions pursuant to this section.

Association of Capitola Employees: The City will allow the pretax contributions to LIUNA National Industry Pension for the following classifications formerly comprising the separate ACE Unit in the same manner as the General Government Employees when, and if past service credit benefit again becomes available: Account Technician, Accounts Receivable/Payable Clerk, Accountant I, & II, Administrative Assistant, Administrative Clerk I, Administrative Clerk II, Administrative Records Analyst, Building Inspector I, Building Inspector II, Class Coordinator, Development Services Technician, Data Entry Clerk, Information Systems Specialist, Museum Curator, Assistant Planner, Receptionist, Records Clerk, Records Coordinator, Records Management Clerk, Recreation Assistant and Recreation Receptionist, Sports Coordinator.

XV. PHYSICAL EXAMINATIONS

The City, for any employee receiving flex credit contributions, will provide a bi-annual physical examination for employee. Public Works employees may have the physical on an annual basis. The City will pay the amount not covered by the health care program.

XVI. LIFE INSURANCE

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

XVII. MILEAGE REIMBURSEMENT

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

XVIII. UNIFORMS

City will purchase uniforms for newly hired police department employees and will repair or replace uniforms on an as needed basis. In addition, City will cover the cost of reasonable cleaning of police and recreation department authorized uniforms. Employees will be responsible for delivering uniforms to, and retrieving uniforms from, the employer designated cleaning establishment.

XIX. SHOES, APPAREL AND EQUIPMENT REIMBURSEMENTS

A. Parking Code Enforcement Officers & Recreation Coordinator: Lifeguard Captain : The City will also cover the cost of needed uniform item replacements, including

shoes and will provide needed wheelchair repair and maintenance. Necessity will be reasonably determined by employer. Wheelchairs provided by the City shall remain property of the City.

- B. Safety Shoes and Apparel: Equipment Operator, Mechanic, Maintenance Worker and Recreation Facility Custodian will each calendar year receive: one pair of approved safety shoes, up to five city-logoed shirts, and up to five pairs of denims. The Public Works Director shall determine replacement frequency and kind.

XX. INCENTIVE PROGRAMS

A. Longevity Pay Incentive

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

- 1. 15 years' continuous service – 5.0%
- 2. 20 years' continuous service - an additional 5.0%, which shall be compounded with the 15-year recognition.

Effective the first pay period after City Council certification of 2024 election results, dependent on passage of the City tax measure on the November 2024 ballot passes, the following longevity schedule will replace the longevity schedule noted above:

- a. 10 years' continuous service – 5%
- b. 15 years' continuous service – additional 3%, which shall be compounded with the 10 year recognition.
- c. 20 years' continuous service – additional 2%, which shall be compounded with the 15 year recognition.

If the City tax measure on the November 2024 ballot does not pass, the status quo remains.

B. Education Reimbursement Program

The City will reimburse employees for tuition upon the completion of courses approved in advance by the City Manager up to a maximum of \$1000.00 per calendar year for classes completed in that same calendar year. Textbook reimbursement for courses approved in advance by the City Manager shall be at 100%.

C. Bilingual Pay

Employees proficient in the Spanish language shall receive premium pay equal to five (5%) percent of base salary in addition to their regular wage, if:

- 1. Employee passes the City's bilingual competency test as administered by the Personnel Department on an annual basis to maintain the bonus pay. The City Manager may waive the annual testing requirement for individuals upon recommendation of the department head. Annual basis refers to the fiscal year; and

- 2. The employee is required to serve as a translator on a regular and ongoing basis, as certified by the Department Head.

D. Hazard Pay

Upon Department Head approval, if an employee in the Records Technician or Maintenance Worker (I, II, or III) role has been assigned to interact with hazardous materials, such as drugs and/or human waste, then that employee shall receive 5% increase in salary for all such hours worked.

XXI. PERSONNEL EVALUATIONS

For probationary employees, a performance evaluation is required, at a minimum, every three months.

For permanent employees, a performance evaluation is required annually. The completed evaluation should be submitted ten working days before the annual due date. Nothing in this provision shall prevent departments from issuing performance evaluations more frequently than the required time period.

Merit pay increases will go into effect on a timely basis, unless the performance evaluation of less than “meets standards” has been completed at least two weeks prior to the anniversary date.

If an employee does not agree with an evaluation, the employee may prepare a written response to the evaluation which shall be kept in the employee’s personnel file with the contested evaluation. The employee also may request a meeting with the City Manager to discuss the evaluation.

XXII. LUNCH AND REST PERIODS

Full-time employees shall be entitled to an unpaid lunch period of thirty (30) minutes at or about the mid-point of their workday. If an emergency occurs such that there is a need for the employee to work during the employee’s lunch period, the employee will be compensated for the lunch period.

Employees shall be allowed a 15-minute rest period during each four hours of work. An exception to this general rule is that the rest periods may be combined and scheduled as mutually agreed to by an employee and supervisor. In addition, the City reserves the right in emergency situations to require employees to work through rest periods.

Rest periods shall be considered compensable work time.

XXIII. EMERGENCY MEALS

The City shall arrange for meals for employees assigned to work four (4) or more hours contiguous to the employee’s shift when the employee is not provided notice of the need to work the overtime at least 12 hours prior to either commencing the overtime work or shift.

XXIV. LIGHT DUTY ASSIGNMENT

An employee who has been cleared by a physician to return to work with specified medical restrictions, may return to work within those restrictions, at the City's discretion. The release must be in writing. Nothing in this section is intended to imply that an employee has a right to a light duty assignment. All such assignments are temporary assignments and are subject to the Department Head's periodic review of the employee's continued need for limited duty and the City's ability to continue the employee in the assignment. No change in base pay will result from this assignment.

XXV. PROBATIONARY PERIOD

Regular Appointment Following Probationary Period. All original and promotional appointments shall be tentative and subject to an initial probationary period of six (6) months actual service, as may be adjusted for approved leave, to be determined for each class by the Personnel Officer. The Department Head may recommend and the Personnel Officer may approve an extension of the initial probationary period up to six (6) additional months. The Probationary employee shall be informed three (3) weeks prior to the expiration of any probationary period, that the probationary period will be extended, and reasons shall be given for the extension.

The Department Head shall file with the Personnel Officer a Personnel Action Form that either (1) the service of the probationary employees has been satisfactory and that retention in the competitive service of such employee is denied; (2) the probationary period should be extended; or (3) the service of the employee has been unsatisfactory and his/her employment should be terminated. If at anytime during the probationary period the department head notifies the Personnel Officer that performance is less than satisfactory, the Personnel Officer will communicate that less than satisfactory performance to the appointing authority who may give or cause to be given to the employee a notice of immediate termination.

Objective of Probationary Period: The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's actual performance and for securing the most effective adjustment of a new employee to his/her position.

Rejection of Probationer: During the probationary period, an employee may be rejected at any time by the appointing authority and without the right of appeal. Written notification of rejection by the appointing authority shall be served on the probationer.

Rejection Following Promotion: The rules and rights afforded employees rejected during or at the conclusion of the probationary period following a promotional assignment shall be as set forth in the City's Personnel Rules.

XXVI. GRIEVANCE PROCEDURE

A. Definition of a Grievance:

A grievance is defined as an allegation presented in writing by an employee or group of employees that the City has failed to provide a condition of employment,

which is established by law, Memorandum of Understanding, by written City or departmental rules, provided that the enjoyment of both such right is not made subject to the discretion of the Department Head or the City by the terms of law, Memorandum of Understanding, or by written City or departmental rules and, provided further, that the conditions of employment which are the subject matter within the scope of representation as defined in California Government Code Section 3504. Notwithstanding the above, excluded from this grievance procedure are employee evaluations, and any other matter that is assigned its own appeal procedure such as discipline and an alleged violation of the harassment policy.

B. Right to Representation:

An employee having a grievance shall have the right to consult with and be assisted by a representative of his/her own choice throughout the grievance process. In those cases, in which an employee elects to represent him/herself or arranges for other representation, the Union shall have the right to participate in the grievance procedure to the extent necessary to protect the interest of its members in negotiated conditions of employment.

C. Limitations on Money Damages:

In no event shall any grievance include a claim for money relief for more than the twenty-one-day period plus such reasonable discovery period, unless otherwise provided by law.

D. Procedure:

Failure of the employee to timely file a grievance and/or comply with the time limits at any step of this grievance procedure shall constitute an abandonment of the grievance. Failure of the employer to respond within the time limits at any step of this grievance procedure shall result in an automatic advancement of the grievance to the next step. The parties may mutually agree to extend the time permitted under any of the steps

Step 1

A grievance must be presented to the grievant's supervisor within twenty-one (21) calendar days from the day upon which the City allegedly failed to provide a condition of employment, or within twenty-one (21) calendar days from the time in which an employee might reasonably have been expected to have learned of such alleged failure to provide. The written grievance shall include the following:

- a) Date of submission;
- b) Signature of employee or employees;
- c) The MOU provision, Personnel Rule, Administrative Policy or other rule or policy allegedly violated;
- d) A description of the relevant facts, including specifically how, when and by whom the grieved condition of employment was violated;
- e) The requested resolution or remedy; and
- f) The name of any representative chosen by the grievant.

The supervisor shall provide the grievant with a written response within seven (7) actual working days.

Step 2

If the grievance is not resolved at Step 1, the employee shall have seven (7) actual working days after receipt of the supervisor’s Step 1 response to file an appeal with the Department Head. The Department Head may, but is not required to, meet with the grievant to discuss the grievance. The Department Head shall have seven (7) actual working days from either receipt of the appeal, or the meeting with the grievant, whichever is later, to provide the grievant with a written response.

Step 3

If the grievance is not resolved at Step 2, the employee shall have seven (7) actual working days after receipt of the Department Head’s Step 2 response to file an appeal with the City Manager. The City Manager shall meet with the grievant and other persons the City Manager believes would be useful to the City Manager’s consideration of the grievance within seven (7) actual working days after receipt of the grievant’s appeal. The City Manager shall have seven (7) actual working days from the date of the meeting with the grievant to provide the grievant with a written decision.

The Union may, in its own name, file a grievance with the City Manager alleging that the City has failed to provide it some organizational right which is established by law, provided that such right is not made subject to the discretion of the City. Such Union grievance shall be filed with the City Manager and heard and determined pursuant to the provisions of this step of the grievance procedure. The City Manager shall meet with the Union and other persons the City Manager believes would be useful to the City Manager’s consideration of the grievance within (7) actual working days after receipt of the Union’s grievance. The City Manager shall have seven (7) actual working days from the date of the meeting with the Union to provide the Union with a written decision.

Step 4

An employee dissatisfied with the City Manager’s decision on the employee’s Step 3 grievance may appeal the grievance to the City Council within (7) seven actual working days of receipt of the City Manager’s decision. The City Council will schedule a hearing within a reasonable time period after receipt of the appeal. The decision of the City Council following the hearing shall be final.

XXVII. LAYOFFS

Layoffs shall be governed by Personnel Rule 12. The City will make its best efforts to provide an additional 30 days of EAP benefits to employees who are laid off to assist them in their transition. If continued EAP benefits are not available, the City will meet with the Union to discuss the possibility of the City providing laid off workers with guidance on resume writing, conducting a job search, job interviewing, coping with stress and/or unemployment insurance benefits.

XXVIII. SAFETY

The City and employees shall comply with all Federal, State and local health and safety laws and regulations and the City’s “Loss Control, Injury and Illness Prevention Safety Program.” At least two employees within this bargaining unit shall be permitted to serve on the City-wide safety committee called for in the City’s “Loss Control, Injury and Illness Prevention Safety Program.”

XXIX. MISCELLANEOUS

Nothing in this plan will preclude the incumbents of any position from negotiating individual contractual provisions, provided that: such individual negotiations arise out of situations in which the employee has, or is negotiating towards, voluntarily terminating his/her employment or temporarily working in a higher paid position; and any resulting provision does not purport to affect the rights of any other member of the unit.

A. Legal Defense

Except as provided in Government Code Section 995.2, City shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995; b) any administrative action or proceeding described in Section 995.6; or any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened, but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative, or criminal action. If City pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude City payments for defense, employee shall immediately reimburse City, and if he/she fails to do so, City may offset any such amounts against compensation otherwise due employee under this contract.

B. Use of Employer Facilities

Employer facilities, such as the City Hall Community Room, may be made available, upon timely application, for use by employees and the recognized entity representing the employees. Such use shall not occur during regular duty hours, other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.

C. Bargaining Time

A reasonable number of Employee members of the entity representing the bargaining unit shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. They shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this agreement for review of grievances and contract compliance questions.

D. Required Meetings

Administrative staff members covered under this MOU who are required to attend meetings outside their regular work schedules will be paid at the overtime rate (1.5) for two hours, or for the hours actually worked, whichever is greater.

E. Disciplinary Appeal

Employees of this unit shall have available to them the predisciplinary Skelly meeting for any discipline that results in a suspension of one day without pay or more. In addition, all disciplinary matters of three days suspension without pay or greater shall be subject to Personnel Rule 11, section 7.a. for post discipline appeals.

F. Personnel Rules

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

G. Fair Labor Standards Act

All positions included in this Memorandum of Understanding are covered by appropriate sections of the Fair Labor Standards Act of 1935, as amended.

H. Resident Rates for City Programs

City employees shall be eligible to enroll in all City programs at the resident rate.

~~H.I. Compensation Study:~~

~~The parties agree to begin meeting once per month, beginning in January 2019 to attempt to reach agreement on the comparable agencies, bench mark classes and survey elements of a total compensation study in preparation for successor contract negotiations of this MOU. The Union and the City agree to meet at least 5 times. Should agreement be made, the City agrees to prepare the data and present it to the Union at least 180 calendar days prior to the expiration of the MOU. Implementation of any results is subject to the bargaining process for a successor MOU. The data shall be reverified and updated to ensure that it is current and relevant for the purposes of the study.~~

CITY OF CAPITOLA

ASSOCIATION OF CAPITOLA EMPLOYEES

Jamie Goldstein
City Manager

Ryan Heron, UPEC, Local 792
Labor Representative

Mark Wilson
City Negotiator

Staci Butcher

Jesse Franchi

Leda Laidlaw-Hunter

Rachel Tate

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

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

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

WHEREAS, the City and the Confidential Employees and Association of Capitola Employees bargaining units have negotiated in good faith Memoranda of Understanding (MOUs) within the financial authority authorized by the City Council which includes a Cost of Living Adjustment (COLA) beginning the first full pay period after ratification; and

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

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

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

Authorize and approve City of Capitola pay rates and ranges (Salary Schedule, Exhibit A) for permanent employees from June 23, 2024, through June 30, 2025.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

EXHIBIT A

**Fiscal Year 2024/2025 Salary Schedule – Confidential Employees
Effective June 23, 2024 – June 30, 2025**

CONFIDENTIAL JUNE 23, 2024 - JUNE 30, 2025 3.00%															
	Hourly					Monthly					Annual				
	A	B	C	D	E	A	B	C	D	E	A	B	C	D	E
ASSIST TO CITY MGR	\$49.96	\$52.46	\$55.08	\$57.84	\$60.73	\$8,659.96	\$9,092.56	\$9,546.71	\$10,025.13	\$10,526.45	\$103,919.52	\$109,110.67	\$114,560.52	\$120,301.50	\$126,317.40
CITY CLERK	\$46.14	\$48.45	\$50.86	\$53.41	\$56.08	\$7,996.92	\$8,397.17	\$8,816.29	\$ 9,256.97	\$ 9,720.56	\$ 95,963.04	\$ 100,766.05	\$ 105,795.45	\$ 111,083.62	\$ 116,646.69
INFORMATION SYSTEMS SPECIALIST	\$35.64	\$37.42	\$39.29	\$41.25	\$43.31	\$6,177.60	\$6,486.21	\$6,809.65	\$ 7,150.60	\$ 7,507.73	\$ 74,131.19	\$ 77,834.54	\$ 81,715.74	\$ 85,807.22	\$ 90,092.71
RECREATION DIVISION MANAGER	\$46.14	\$48.45	\$50.86	\$53.41	\$56.08	\$7,996.92	\$8,397.17	\$8,816.29	\$ 9,256.97	\$ 9,720.56	\$ 95,963.04	\$ 100,766.05	\$ 105,795.45	\$ 111,083.62	\$ 116,646.69
HUMAN RESOURCES ANALYST	\$36.11	\$37.90	\$39.81	\$41.81	\$43.91	\$6,259.07	\$6,569.33	\$6,900.40	\$ 7,247.07	\$ 7,611.07	\$ 75,108.80	\$ 78,832.00	\$ 82,804.80	\$ 86,964.80	\$ 91,332.80

**Fiscal Year 2024/2025 Salary Schedule – Association of Capitola Employees
Effective June 23, 2024 – June 30, 2025**

ACE JUNE 23, 2024, JUNE 30, 2025 3%															
	Hourly					Monthly					Annual				
	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E	Step A	Step B	Step C	Step D	Step E
ACCOUNT TECHNICIAN	\$30.46	\$31.97	\$33.57	\$35.25	\$37.03	\$5,279.73	\$5,541.47	\$5,818.80	\$6,110.00	\$6,418.53	\$63,356.80	\$66,497.60	\$69,825.60	\$73,320.00	\$ 77,022.40
ACCOUNTANT I	\$36.79	\$38.65	\$40.57	\$42.59	\$44.72	\$6,376.93	\$6,699.33	\$7,032.13	\$7,382.27	\$7,751.47	\$76,523.20	\$80,392.00	\$84,385.60	\$88,587.20	\$ 93,017.60
ACCOUNTANT II	\$40.58	\$42.60	\$44.75	\$46.98	\$49.31	\$7,033.87	\$7,384.00	\$7,756.67	\$8,143.20	\$8,547.07	\$84,406.40	\$88,608.00	\$93,080.00	\$97,718.40	\$ 102,564.80
ACCOUNTS CLERK	\$27.62	\$29.03	\$30.46	\$31.98	\$33.58	\$4,787.47	\$5,031.87	\$5,279.73	\$5,543.20	\$5,820.53	\$57,449.60	\$60,382.40	\$63,356.80	\$66,518.40	\$ 69,846.40
ADMINISTRATIVE RECORDS ANALYST	\$32.51	\$34.13	\$35.83	\$37.62	\$39.51	\$5,635.07	\$5,915.87	\$6,210.53	\$6,520.80	\$6,848.40	\$67,620.80	\$70,990.40	\$74,526.40	\$78,249.60	\$ 82,180.80
ASSISTANT PLANNER	\$35.55	\$37.29	\$39.18	\$41.13	\$43.18	\$6,162.00	\$6,463.60	\$6,791.20	\$7,129.20	\$7,484.53	\$73,944.00	\$77,563.20	\$81,494.40	\$85,550.40	\$ 89,814.40
BUILDING INSPECTOR I	\$31.82	\$33.43	\$35.08	\$36.83	\$38.69	\$5,515.47	\$5,794.53	\$6,080.53	\$6,383.87	\$6,706.27	\$66,185.60	\$69,534.40	\$72,966.40	\$76,606.40	\$ 80,475.20
BUILDING INSPECTOR II	\$37.13	\$38.98	\$40.93	\$42.98	\$45.13	\$6,435.87	\$6,756.53	\$7,094.53	\$7,449.87	\$7,822.53	\$77,230.40	\$81,078.40	\$85,134.40	\$89,398.40	\$ 93,870.40
DEPUTY CITY CLERK	\$29.93	\$31.44	\$33.00	\$34.65	\$36.39	\$5,187.87	\$5,449.60	\$5,720.00	\$6,006.00	\$6,307.60	\$62,254.40	\$65,395.20	\$68,640.00	\$72,072.00	\$ 75,691.20
DEVELOPMENT SERVICES TECHNICIAN	\$29.93	\$31.44	\$33.00	\$34.65	\$36.39	\$5,187.87	\$5,449.60	\$5,720.00	\$6,006.00	\$6,307.60	\$62,254.40	\$65,395.20	\$68,640.00	\$72,072.00	\$ 75,691.20
EQUIPMENT OPERATOR	\$28.80	\$30.25	\$31.75	\$33.36	\$35.02	\$4,992.00	\$5,243.33	\$5,503.33	\$5,782.40	\$6,070.13	\$59,904.00	\$62,920.00	\$66,040.00	\$69,388.80	\$ 72,841.60
MAINTENANCE WORKER I	\$20.99	\$22.06	\$23.15	\$24.31	\$25.53	\$3,638.27	\$3,823.73	\$4,012.67	\$4,213.73	\$4,425.20	\$43,659.20	\$45,884.80	\$48,152.00	\$50,564.80	\$ 53,102.40
MAINTENANCE WORKER II	\$28.13	\$29.51	\$31.00	\$32.57	\$34.21	\$4,875.87	\$5,115.07	\$5,373.33	\$5,645.47	\$5,929.73	\$58,510.40	\$61,380.80	\$64,480.00	\$67,745.60	\$ 71,156.80
MAINTENANCE WORKER III	\$31.00	\$32.57	\$34.21	\$35.93	\$37.72	\$5,373.33	\$5,645.47	\$5,929.73	\$6,227.87	\$6,538.13	\$64,480.00	\$67,745.60	\$71,156.80	\$74,734.40	\$ 78,457.60
MECHANIC	\$30.11	\$31.61	\$33.20	\$34.84	\$36.61	\$5,219.07	\$5,479.07	\$5,754.67	\$6,038.93	\$6,345.73	\$62,628.80	\$65,748.80	\$69,056.00	\$72,467.20	\$ 76,148.80
MUSEUM CURATOR	\$27.28	\$28.66	\$30.11	\$31.60	\$33.18	\$4,728.53	\$4,967.73	\$5,219.07	\$5,477.33	\$5,751.20	\$56,742.40	\$59,612.80	\$62,628.80	\$65,728.00	\$ 69,014.40
PARKING ENFORCEMENT OFFICER	\$25.74	\$26.98	\$28.35	\$29.78	\$31.26	\$4,461.60	\$4,676.53	\$4,914.00	\$5,161.87	\$5,418.40	\$53,539.20	\$56,118.40	\$58,968.00	\$61,942.40	\$ 65,020.80
CUSTOMER SERVICE - OFFICE COORDINATOR	\$24.15	\$25.37	\$26.64	\$27.96	\$29.39	\$4,186.00	\$4,397.47	\$4,617.60	\$4,846.40	\$5,094.27	\$50,232.00	\$52,769.60	\$55,411.20	\$58,156.80	\$ 61,131.20
RECORDS MANAGEMENT CLERK	\$26.91	\$28.27	\$29.71	\$31.18	\$32.74	\$4,664.40	\$4,900.13	\$5,149.73	\$5,404.53	\$5,674.93	\$55,972.80	\$58,801.60	\$61,796.80	\$64,854.40	\$ 68,099.20
POLICE RECORDS TECHNICIAN	\$26.87	\$28.20	\$29.62	\$31.11	\$32.66	\$4,657.47	\$4,888.00	\$5,134.13	\$5,392.40	\$5,661.07	\$55,889.60	\$58,656.00	\$61,609.60	\$64,708.80	\$ 67,932.80
RECREATION ASSISTANT	\$20.87	\$21.91	\$23.03	\$24.15	\$25.37	\$3,617.47	\$3,797.73	\$3,991.87	\$4,186.00	\$4,397.47	\$43,409.60	\$45,572.80	\$47,902.40	\$50,232.00	\$ 52,769.60
RECREATION COORDINATOR	\$26.98	\$28.34	\$29.77	\$31.26	\$32.80	\$4,676.53	\$4,912.27	\$5,160.13	\$5,418.40	\$5,685.33	\$56,118.40	\$58,947.20	\$61,921.60	\$65,020.80	\$ 68,224.00
RECREATION FACILITY CUSTODIAN	\$20.16	\$21.17	\$22.23	\$23.35	\$24.50	\$3,494.40	\$3,669.47	\$3,853.20	\$4,047.33	\$4,246.67	\$41,932.80	\$44,033.60	\$46,238.40	\$48,568.00	\$ 50,960.00



City Manager Department

Memo

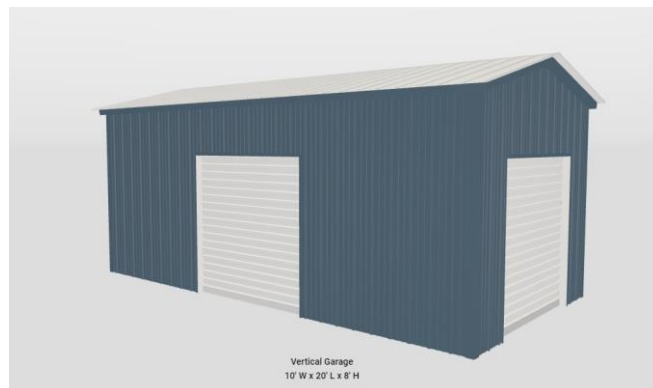
To: City Council
 From: Chloé Woodmansee, Assistant to the City Manager
 Date: June 11, 2024
 Re: Item 9A: Short-Term Wharf Use Agreement and Temporary Structure Plan

Last Thursday, the Capitola Planning Commission met and received an update on the Wharf temporary structure plan. Since the temporary buildings do not require Planning Commission review, but will be in a prominent location on the Capitola Wharf, the Planning Commission established an ad-hoc committee comprised of Chair Christiansen, Commissioner Westman, and the owners of Boat and Bait, to review the proposed colors and materials of the structure.

The ad-hoc committee met on Monday, June 10, 2024. During the meeting, the committee recommended the following changes to the temporary structures as they were depicted in the published staff report:

1. Change the color from royal blue to slate blue
2. Change roof design from rounded to pitched
3. Change siding from horizontal to vertical
4. Add two windows

The ad-hoc committee recommended structures would look like the following:



The temporary structures require an administrative permit issued by the Community Development Director consistent with Capitola Municipal Code section 17.96.180.C.5. The standard allows a commercial modular unit to be used as a work site for employees of a business displaced during construction for twelve months (and the potential for two twelve-month extensions). Upon authorization of the lease, Director Herlihy will issue the temporary permit through December 31, 2025, and Public Works will order the temporary structures.

The ad-hoc committee recommendations result in an increased cost of approximately \$3,000. The following is a cost summary breakdown for all expenses related to the short term lease.

Temporary Buildings	\$ 19,050
Second Storage Shed	\$ 3,000
Electrical and Flooring Installation Allowance	\$ 10,000
Total for Temporary Concessions	\$ 32,050
Hazardous Materials Shed	\$ 11,000
Total	\$ 43,050

Good Evening, Mayor Brown, Capitola City Council, and Staff,

My name is Christine McBroom, and my family and I are Capitola residents. We actively participate in community activities, especially those serving children, as we have two boys, ages 7 and 8. We believe in investing in our community. I have served as Capitola City Treasurer, and our family volunteers in multiple capacities. We also own a local business and a commercial property, further contributing to the city's tax base.

This year, our boys wanted to join the Capitola Junior Guards program. After consulting with other parents and city staff, we believed our chances for enrollment were good. On sign-up day, my husband and I split duties and visited different workstations to register each of our boys at the exact time signups opened for non-returning (new) participants. Despite our efforts, our boys ended up on the waitlist and there has been no progress for months.

We learned returning children, regardless of residency, have priority over resident participants who are new to the program. This policy blocks taxpaying residents' children from participating, favoring non-residents instead. While I support inclusivity for non-residents, it should not come at the expense of children who live here. These formative years are crucial for social networks with their local peers and safety skills—the very essence of the program.

After contacting the City of Capitola's Recreation Division Manager to understand the policy and provide feedback, I suggested shifting priorities to give local children who are new to the program a chance. The proposed order of priority would be: returning residents, first-time residents, returning non-residents, and first-time non-residents. I was informed that the new technology platform and limited staffing prevent this change. Consequently, I proposed allocating budget funds for an additional staff member during registration, but the issue remains unresolved.

Another suggestion is to limit double session sign-ups for returning children under age 9 to allow more new participants. This, too, was not considered a feasible option.

It's unfathomable that we cannot find a way for Capitola programs to serve Capitola residents, especially when those residents are children.

As the council considers the continuation and expansion of the sales tax, I urge you to allocate funds to better serve our residents. It's difficult to explain to my kids why they can volunteer to protect and clean our beach, but cannot participate in the principle program conducted on the same beach.

Thank you for your attention and consideration.

Sincerely,

Christine McBroom

Capitola City Council Agenda Report

Meeting: June 13, 2024

From: City Manager Department

Subject: City Council Meeting Minutes



Recommended Action: Approve minutes from the regular meeting on May 23, and the special meeting on May 30, 2024.

Background: Attached for City Council review and approval are the draft minutes from the regular meeting on May 23, and the special meeting on May 30, 2024.

Attachments:

1. Regular Meeting Minutes 5/23
2. Special Meeting Minutes 5/30

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

City of Capitola

City Council Meeting Minutes

Thursday, May 23, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, Alexander Pedersen

Closed Session – 5:30 PM

- i. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)
Negotiator: Mark Wilson, Labor and Employment Practice, Burke, Williams, & Sorensen, LLP
Employee Organizations: Association of Capitola Employees, Police Officers Association, Mid-Management Employees, Confidential Employees, Police Captains, and Management

Regular Meeting of the Capitola City Council – 6 PM

1. **Roll Call and Pledge of Allegiance** – *The meeting was called to order at 6:09 PM. In attendance: Council Members Clarke, Morgan, Pedersen, and Vice Mayor Brooks. Absent: Mayor Brown.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Report on Closed Session** – *The City Council met and discussed one item on the Closed Session agenda. The City Council will return to Closed Session at the conclusion of the regular meeting agenda.*
4. **Additional Materials**
 - A. *One letter was received relating to Closed Session Item i.*
5. **Oral Communications by Members of the Public**
 - *Charlotte Link*
 - *Marilyn Garrett*
 - *Goran Klepic*
 - *Kevin Norton*
6. **Staff / City Council Comments**
 - *City Manager Goldstein congratulated the Police Department on the Skatetola Event.*
 - *Council Member Clarke echoed the City Manager's comments.*
 - *Council Member Morgan commended the Public Works Department for their work on the beach.*
 - *Vice Mayor Brooks provided a report about her attendance at the Santa Cruz County Business Chamber Event with Speaker Rivas; shared that she has resigned from her role as the Chair of the Children's Network; shared that she will be representing Capitola on a trip to the Netherlands through Ecology Action to learn about bicycle infrastructure; requested that the City Manager provide information about a resident proposed soda tax in the Friday Update.*
7. **Consent Items**

- A. City Council Meeting Minutes
Recommended Action: Approved minutes from the special meeting on May 7, the regular meeting on May 9, and the special meeting on May 16, 2024.
- B. Plan Review Consulting Services Agreement
Recommended Action: Adopted Resolution No. 4366 authorizing the City Manager to execute a sole-source Professional Services Agreement with CSG Consultants in an amount not to exceed \$300,000 for on-call Building Division and Public Works Department contract services for three years.
- C. GreenWaste Annual Rate Adjustment
Recommended Action: Adopted Resolution No. 4367 approving the contractual rate increase for collection and disposal of residential and commercial garbage, recycling, organics, food waste, yard waste, and construction and demolition debris, effective July 1, 2024, according to the Service Rate Schedule formula of the Franchise Agreement with GreenWaste Recovery, Inc.
- D. Dakota Apartments Grant Application
Recommended Action: Adopted Resolution No. 4368 authorizing the City Manager to apply for up to \$900,000 in HOME Program Income funds for the rehabilitation of the Dakota Apartments.
- E. Park at Rispin Mansion Deed Restriction
Recommended Action: Adopted Resolution No. 4369 authorizing the City Manager to execute a deed restriction on a City-owned parcel (APN 035-347-01) for the Park at Rispin Mansion.
- F. Contract with Ben Noble Planning
Recommended Action: Adopted Resolution No. 4370 authorizing the City Manager to execute a sole-source Professional Services Agreement with Ben Noble Planning in the amount of \$124,375 to implement Housing Element action items into the Capitola Zoning Code and process annual Zoning Code updates.
- G. Business Improvement Assessments FY 2024-25
Recommended Action: Adopted Resolution No. 4371 providing notification of the City's intent to levy business improvement assessments for Fiscal Year (FY) 2024-25; accepting the annual report and proposed budget of the Capitola Village and Wharf Business Improvement Area; setting the date for a public hearing to be held on Thursday, June 13, 2024; and outlining noticing requirements.
- H. City of Capitola Military Equipment Use
Recommended Action: Adopted Resolution No. 4372 renewing Chapter 2.60 of the Capitola Municipal Code entitled Military Equipment Use Ordinance, Capitola Military Equipment Use Policy 706, and finding that the annual Military Equipment Report complies with the standards of approval outlined in Government Code Section 7071(d).

Motion to approve the Consent Calendar: Council Member Clarke

Second: Council Member Pedersen

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

Absent: Mayor Brown

8. General Government / Public Hearings

- A. COE Bylaws & FY 2023-25 Goals
Recommended Action: Adopted Resolution No. 4373 adopting amended Commission on the Environment Bylaws and approved the list of Commission on the Environment Goals for FY 2023-25.

Erika Senyk, Environmental Projects Manager, Jason Shepherdson, Chair of the COE, and Michelle Beritzhoff-Law, COE Commissioner, presented the staff report.

Public Comment:

- ***Marilyn Garrett***

The City Council commended the COE for their work on the Bylaws and Workplan and requested that the COE discuss the effects of the Wharf Project on pollution and trash, enforcement of the plastic bag ban, and alignment with Central Coast Community Energy policies.

Motion to adopt the resolution and approve the workplan: Council Member Morgan

Second: Council Member Clarke

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

Absent: Mayor Brown

B. Parks Use Policy and Resolution

Recommended Action: Adopted Resolution No. 4374 adopting Administrative Policy V-21: City Park Reservation Permit Use Policy (“Park Reservation Policy”) and directed staff to return to the City Council with amendments to the fee schedule to reflect proposed park space reservation fees.

Recreation Division Manager Bryant presented the staff report.

Public Comment:

- ***Marilyn Garrett***

The City Council requested that staff provide an update on the addition of translation services to the City’s Recreation reservation system, requested that there is a clear contact person for reservation holders during weekend reservations, requested removal of restrictions on barbecue locations, and requested review of the policy in 6 months.

Motion to adopt the resolution : Council Member Clarke

Second: Council Member Pedersen

Motion amended to amend the policy to remove restrictions on barbecue locations: Council Member Pedersen

Amendment Accepted: Council Member Clarke

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

Absent: Mayor Brown

C. Community Center Renovation Project

Recommended Action: 1) Authorized the City Manager to execute Amendment 2 to the Professional Services Agreement with Boone Low Ratliff Architects in the amount of \$37,000, for a total contract value of \$560,713; and 2) authorized the City Manager to execute a Professional Services Agreement with Cumming Group in the amount of \$300,000 for construction management services for the Community Center Renovation Project.

Public Works Director Kahn presented the staff report.

Motion to approve the amendment and agreement: Council Member Morgan

Second: Council Member Clarke

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

Absent: Mayor Brown

9. Adjournment – *The City Council adjourned to Closed Session at 7:42 PM. The City Council met and discussed one item on the Closed Session agenda and completed Closed Session at 8:10 PM, no reportable action was taken. The meeting adjourned at 8:10 PM. The next City Council meeting is on May 30, 2024, at 6:00 PM.*

City of Capitola Special City Council Meeting Minutes Thursday, May 30, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

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

Special 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 Clarke, Morgan, Pedersen, and Vice Mayor Brooks. Absent: Mayor Brown.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Additional Materials**
 - A. Item 4 - Correspondence Received
 - B. Item 6A – Updated staff report and attachments
 - C. Item 7A - Correspondence Received
4. **Oral Communications by Members of the Public** – *None*
5. **Staff / City Council Comments**
 - *Council Member Clarke advised the public that the Capitola Classic Car Show will be held on June 8th in the Village.*
 - *Council Member Pedersen requested that staff bring forward an item to allow dogs on the beach.*
 - *Vice Mayor Brooks announced that the Wharf Re-Opening Celebration will be postponed and that a new event date will be announced soon.*
6. **Consent Items**
 - A. Memorandum of Understanding with the Police Officers Association
Recommended Action: 1) Authorized the City Manager to execute a successor agreement to the existing Memorandum of Understanding with negotiated changes for the Capitola Police Officers Association; and 2) adopted Resolution No. 4375 approving the updated salary schedule, effective June 7, 2024.

Motion to approve the Consent Calendar: Council Member Pedersen
Second: Council Member Clarke
Voting Yea: Council Members Clarke, Morgan, Pedersen, Vice Mayor Brooks
Absent: Mayor Brown
7. **General Government / Public Hearings**
 - A. Proposed Fiscal Year 2024-25 Budget

Recommended Action: Receive the proposed budget and provide direction to staff to either: 1) continue budget deliberations to a Special City Council meeting on June 6, 2024; or 2) prepare the documents for final budget adoption at a regular meeting in June and cancel future planned budget hearings.

Finance Director Malberg presented the staff report.

The City Council directed staff to allocate \$5,000 to the Eviction Defensive Collaborative and \$30,000 to the paving of the McGregor Bicycle Pump Track. The City Council requested that staff provide an update on pending grant applications with timelines of potential approval.

**Motion to allocate funding to the McGregor Park Pump Track and Eviction Defense Collaborative and cancel future planned budget hearings: Council Member Morgan
Second: Council Member Pedersen
Voting Yea: Council Members Clarke, Morgan, Pedersen, Vice Mayor Brooks
Absent: Mayor Brown**

8. Adjournment - The meeting adjourned at 6:18 PM. The next regularly scheduled City Council meeting is on June 13, 2024, at 6:00 PM.

ATTEST:

Kristen Brown, Mayor

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: June 13, 2024

From: Finance Department

Subject: City Check Registers



Recommended Action: Approve check registers dated May 3, May 10, May 17, and May 24, 2024.

Account: City Main				
Date	Starting Check #	Ending Check #	Payment Count	Amount
05/03/2024	106087	106131	45	\$ 213,510.54
05/10/2024	106132	106211	85	\$ 392,581.58
05/17/2024	106212	106247	36	\$ 109,332.43
05/24/2024	106248	106330	89	\$ 302,423.46

The main account check register dated April 26, 2024, ended with check #106086.

Account: Payroll				
Date	Starting Check/EFT #	Ending Check/EFT #	Payment Count	Amount
05/03/2024	24905	25004	100	\$ 191,773.44
05/10/2024	-	-	-	-
05/17/2024	25005	25105	101	\$ 195,035.95
05/24/2024	-	-	-	-

The payroll account check register dated April 19, 2024, ended with EFT #24904.

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

Check/EFT	Issued to	Dept	Description	Amount
106092	CalPERS Health Insurance	CM	May Health Insurance	\$ 75,944.66
106094	Community Bridges	CDD	CDBG Meals on Wheels	\$ 21,924.34
106095	CSG Consultants Inc.	CDD	Building Inspector Services	\$ 28,441.62
106096	Dudek	CDD	#23-0525 1098 38 th Ave Consulting	\$ 10,790.00
106120	Royal Wholesale Electric	PW	Light Poles Replacement	\$ 11,772.00
106142	Betz Works Inc	PW	Park at Rispin Mansion Project Services	\$ 148,800.00
106166	Kimley Horn and Associates Inc	PW	Park Ave Traffic Calming Services	\$ 18,997.50
106186	Phoenix Group Information Systems	PD	March Citation Processing	\$ 11,773.28

106191	Santa Cruz County Auditor-Controller	Fin	April Citation Processing	\$ 10,560.50
1709	CalPERS Member Services Division	CM	PERS Contributions PPE 4/27/24	\$ 64,470.08
1710	Employment Development Department	CM	State Taxes PPE 4/27/24	\$ 10,280.43
1711	Internal Revenue Service	CM	Federal Taxes & Medicare PPE 4/27/24	\$ 34,592.83
106217	Boone Low Ratliff Architects Inc	PW	Community Center Renovation Design Services	\$ 31,021.09
106237	ParkPacific Inc	PW	Benches for Wharf 50% Deposit	\$ 46,615.70
106254	Burke Williams and Sorensen LLP	CM	April Legal Services	\$ 49,904.70
106263	CSW-Stuber-Stroeh Engineering Group	PW	Cliff Drive Resiliency Project Services	\$ 11,210.94
106286	Pacific Gas & Electric	PW	May Monthly Utilities	\$ 18,333.77
1714	CalPERS Member Services Division	CM	PERS Contributions PPE 5/11/24	\$ 64,586.43
1715	Employment Development Department	CM	State Taxes PPE 5/11/24	\$ 10,461.80
1716	Internal Revenue Service	CM	Federal Taxes & Medicare PPE 5/11/24	\$ 34,742.54

Attachments:

1. 05-03-24 Check Register
2. 05-10-24 Check Register
3. 05-17-24 Check Register
4. 05-24-24 Check Register

Report Prepared By: Luis Ruiz, Accountant I

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

Approved By: Jamie Goldstein, City Manager

City main account checks dated May 3, 2024, numbered 106087 to 106131 totaling \$213,510.54, and 100 payroll EFTs totaling \$191,773.44 for a grand total of \$405,823.98, have been reviewed and authorized for distribution by the City Manager.

As of May 3, 2024, the unaudited cash balance is \$6,782,024.76.

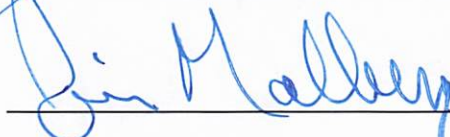
**CASH POSITION - CITY OF CAPITOLA
May 3, 2024**

	<u>5/3/2024</u>
General Fund ⁽¹⁾	\$ 2,232,741.46
Payroll Payables	\$ 170,557.48
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (1,767,285.91)
Stores Fund	\$ 61,815.47
Information Technology Fund	\$ 247,173.31
Equipment Replacement	\$ 314,088.80
Self-Insurance Liability Fund	\$ 24,385.58
Workers' Comp. Ins. Fund	\$ 6,822.54
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u>\$ 6,782,024.76</u>

(1) May 3rd balance includes \$4.33 million non-current investments



 Jamie Goldstein, City Manager 5/6/24
Date



 Jim Malberg, City Treasurer 5/3/24
Date

City Checks Issued May 3, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106087	05/03/2024			ABACHERLI FENCE CO.	\$3,685.00
	Invoice	Date	Description		Amount
	9349	04/02/2024	Fence repairs at Rispin Mansion		\$3,685.00
106088	05/03/2024			ALLIED UNIVERSAL	\$1,117.61
	Invoice	Date	Description		Amount
	15586788	05/02/2024	May McGregor skate park foot patrol		\$539.08
	15586789	05/02/2024	May Esplanade park foot patrol		\$578.53
106089	05/03/2024			AMAZON CAPITAL SERVICES	\$572.39
	Invoice	Date	Description		Amount
	1WT1-9F1M-RQTD	04/25/2024	Ink Cartridge		\$31.71
	1CQL-77Y6-TXFY	04/25/2024	Windshield wiper		\$43.25
	1F6V-DFTW-9HN3	04/26/2024	Air duster cleaner		\$15.82
	1R97-T69F-1QXM	04/29/2024	Pens		\$34.42
	1F6V-DFTW-H4HH	04/28/2024	Planner		\$43.49
	1WPQ-YQFL-PV9L	04/25/2024	Lanyards, sports ball bag, volleyballs, soccer balls		\$403.70
			1000 - General Fund		\$506.26
			2210 - ISF - Stores Fund		\$66.13
106090	05/03/2024			B & B SMALL ENGINE REPAIR	\$745.63
	Invoice	Date	Description		Amount
	6201	04/12/2024	Gearbox grease, spool, hedge trimmer, autocut		\$224.88
	8607	04/26/2024	Weeder, saw blade		\$493.75
	8614	04/26/2024	Autocut		\$27.00
106091	05/03/2024			BIOBAG AMERICAS INC.	\$2,517.90
	Invoice	Date	Description		Amount
	INV505080	04/24/2024	Dog waste bags		\$2,517.90
106092	05/03/2024			CalPERS Health Insurance	\$75,944.66
	Invoice	Date	Description		Amount
	1002628577	04/15/2024	May health insurance		\$75,944.66
			1000 - General Fund		\$4,374.94
			1001 - Payroll Payables		\$71,569.72
106093	05/03/2024			CERTIFIED FOLDER DISPLAY SERVICE INC	\$375.00
	Invoice	Date	Description		Amount
	610396	04/09/2024	BIA regional listing & 2024 Central Coast map		\$375.00
			1321 - BIA - Capitola Village-Wharf BIA		

City Checks Issued May 3, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106094	05/03/2024			COMMUNITY BRIDGES	\$21,924.34
	Invoice	Date	Description		Amount
	CB033124	04/30/2024	21-CDBG-NH-20009 Meals on Wheels Jan-Mar 1350 - CDBG Grants		\$21,924.34
106095	05/03/2024			CSG Consultants Inc.	\$28,441.62
	Invoice	Date	Description		Amount
	55928	04/12/2024	Building Inspector services		\$1,827.00
	B240446	04/01/2024	Building Plan Review Services		\$26,614.62
106096	05/03/2024			DUDEK	\$10,790.00
	Invoice	Date	Description		Amount
	202402832	04/26/2024	#23-0525 1098 38th Ave Consulting		\$10,790.00
106097	05/03/2024			EIDE BAILLY LLP	\$3,000.00
	Invoice	Date	Description		Amount
	EI01690289	04/30/2024	State Controller's Financial Transaction Report FY2023		\$3,000.00
106098	05/03/2024			EXCEEDIO	\$8,935.91
	Invoice	Date	Description		Amount
	15416	05/01/2024	May IT services 2211 - ISF - Information Technology		\$8,935.91
106099	05/03/2024			FLYERS ENERGY LLC	\$8,424.79
	Invoice	Date	Description		Amount
	24-078188	04/19/2024	610 gallons gasoline		\$3,239.32
	24-078189	04/19/2024	108 gallons diesel		\$562.01
	24-081653	04/30/2024	830 gallons gasoline		\$4,623.46
106100	05/03/2024			GRAINGER	\$432.79
	Invoice	Date	Description		Amount
	9089256409	04/17/2024	Safety can, urinal strainer, trap insert		\$432.79
106101	05/03/2024			HANYA FOJACO	\$1,131.00
	Invoice	Date	Description		Amount
	HF042824	04/28/2024	Instructor payment		\$1,131.00
106102	05/03/2024			HD SUPPLY FORMERLY HOME DEPOT PRO	\$2,181.22
	Invoice	Date	Description		Amount
	801045170	04/23/2024	Garbage bags		\$371.31
	801303363	04/24/2024	Cleaning supplies		\$1,809.91

City Checks Issued May 3, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106103	05/03/2024			HINDERLITER DELLAMAS AND ASSOCIATES	\$1,408.03
	Invoice	Date	Description		Amount
	SIN037731	03/31/2024	March TOT and STR admin fees		\$1,408.03
106104	05/03/2024			JACKIE YEUNG	\$1,322.86
	Invoice	Date	Description		Amount
	JY042724	04/27/2024	Rifle Marksmanship & Sniper Training Reimbursement POST Plar		\$1,322.86
106105	05/03/2024			JANET RUSSELL KELLER	\$221.00
	Invoice	Date	Description		Amount
	JRK042824	04/28/2024	Instructor payment		\$221.00
106106	05/03/2024			JEANI MITCHELL	\$78.00
	Invoice	Date	Description		Amount
	JM042824	04/28/2024	Instructor payment		\$78.00
106107	05/03/2024			JESSE FRANCHI	\$278.56
	Invoice	Date	Description		Amount
	JF050124	05/01/2024	Work boots reimbursement		\$278.56
106108	05/03/2024			KBA Document Solutions LLC	\$456.66
	Invoice	Date	Description		Amount
	55Y1451654	04/28/2024	City Hall copier usage charges		\$256.66
	96747	04/26/2024	Work Order maintenance & repairs		\$200.00
			1000 - General Fund		\$200.00
			2211 - ISF - Information Technology		\$256.66
106109	05/03/2024			KUSTOM CULTURE DESIGN	\$3,946.89
	Invoice	Date	Description		Amount
	5678	04/15/2024	T-Shirts for Camp Capitola		\$1,770.70
	5684	04/23/2024	T-Shirts for Jr Leaders		\$973.92
	5685	04/23/2024	T-Shirts for Camp Staff		\$1,202.27
106110	05/03/2024			LABORMAX STAFFING	\$2,786.40
	Invoice	Date	Description		Amount
	26-376213	04/26/2024	Public works seasonal labor 4/22 - 4/26		\$2,786.40
106111	05/03/2024			LIUNA PENSION FUND	\$1,164.80
	Invoice	Date	Description		Amount
	FS2824	04/19/2024	April LIUNA pension dues		\$1,164.80
			1001 - Payroll Payables		

City Checks Issued May 3, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106112	05/03/2024			LLOYD'S TIRE AND AUTO	\$622.23
	Invoice	Date	Description		Amount
	219576	04/25/2024	Tires, tire install		\$622.23
106113	05/03/2024			MID COUNTY AUTO SUPPLY	\$176.72
	Invoice	Date	Description		Amount
	M-2547233	04/23/2024	Axle nut socket		\$9.82
	M-2548466	04/24/2024	Spark plug		\$166.90
106114	05/03/2024			MISSION LINEN SUPPLY	\$352.12
	Invoice	Date	Description		Amount
	521473685	04/24/2024	Fleet towels, uniform cleaning		\$44.58
	521473686	04/24/2024	Corp. Yard linen service		\$124.23
	521509193	05/01/2024	Fleet towels, uniform cleaning		\$34.98
	521509194	05/01/2024	Corp. Yard linen service		\$148.33
106115	05/03/2024			O'REILLY AUTO PARTS	\$745.53
	Invoice	Date	Description		Amount
	2763-430144	04/24/2024	Upholstery, cleaner, stone set		\$143.79
	2763-430102	04/24/2024	Car wash, gal remover		\$49.67
	2763-430324	04/25/2024	Dirt buster		\$12.68
	2763-428370	04/16/2024	Automatic transmission master kit		\$406.06
	2763-429687	04/22/2024	Sandblaster gun		\$133.33
106116	05/03/2024			OUTDOOR SUPPLY HARDWARE	\$244.50
	Invoice	Date	Description		Amount
	J24758	04/24/2024	Epoxy, bulk fastener, amber		\$46.26
	J24699	04/24/2024	Roller with frame, paint, bulk fastener, saw blade		\$198.24
106117	05/03/2024			PARKOUR GENERATIONS SANTA CRUZ LLC	\$3,175.90
	Invoice	Date	Description		Amount
	DS042824	04/28/2024	Instructor payment		\$3,175.90
106118	05/03/2024			PETERSON CATERPILLAR	\$64.70
	Invoice	Date	Description		Amount
	PC080206561	04/23/2024	Sensor assembly, seal-o-ring		\$64.70
106119	05/03/2024			PHIL ALLEGRI ELECTRIC INC.	\$1,253.01
	Invoice	Date	Description		Amount
	34122	04/29/2024	Troubleshoot light pole		\$443.88
	34123	04/29/2024	Pole replacement		\$809.13

City Checks Issued May 3, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106120	05/03/2024			ROYAL WHOLESALE ELECTRIC	\$11,772.00
	Invoice	Date	Description		Amount
	7719-1036878	04/19/2024	Light poles replacement		\$11,772.00
106121	05/03/2024			SANTA CRUZ COUNTY DEPT OF PUBLIC WORKS	\$1,094.29
	Invoice	Date	Description		Amount
	ZONEV-20240136	05/02/2024	Zone V pass through payment		\$1,094.29
106122	05/03/2024			SANTA CRUZ LIVE SCAN INC.	\$90.00
	Invoice	Date	Description		Amount
	25037	05/01/2024	New hire live scans		\$90.00
106123	05/03/2024			SHANTA SHENOY	\$816.92
	Invoice	Date	Description		Amount
	SS042824	04/28/2024	Instructor payment		\$816.92
106124	05/03/2024			SOQUEL CREEK WATER DISTRICT	\$576.37
	Invoice	Date	Description		Amount
	10-16317-0042224	04/22/2024	10-16317-00 420 Capitola Ave. water		\$303.98
	10-16315-0042224	04/22/2024	10-16315-00 504 Beulah Dr. water		\$84.84
	10-16316-0042224	04/22/2024	10-16316-00 426 Capitola Ave. water		\$187.55
106125	05/03/2024			SPECTRUM BUSINESS	\$3,786.30
	Invoice	Date	Description		Amount
	170005701042124	04/21/2024	May internet service		\$3,786.30
			1000 - General Fund		\$1,664.51
			2211 - ISF - Information Technology		\$2,121.79
106126	05/03/2024			THE CLEANING MACHINE INC.	\$2,950.00
	Invoice	Date	Description		Amount
	6675	04/25/2024	Village sidewalk cleaning		\$2,950.00
106127	05/03/2024			TPX COMMUNICATIONS	\$1,350.94
	Invoice	Date	Description		Amount
	178880250-0	04/23/2024	April phone service		\$1,350.94
			1000 - General Fund		\$739.45
			2211 - ISF - Information Technology		\$611.49

City Checks Issued May 3, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106128	05/03/2024			US BANK EQUIPMENT FINANCE	\$174.40
	Invoice	Date	Description		Amount
	527735005	04/24/2024	City Hall Copier Lease		\$174.40
			2210 - ISF - Stores Fund		
106129	05/03/2024			WATSONVILLE FORD	\$221.20
	Invoice	Date	Description		Amount
	43677	04/25/2024	Cylinder assembly		\$129.09
	43652	04/22/2024	Sensor assembly		\$92.11
106130	05/03/2024			WE ALL RIDE SANTA CRUZ	\$1,249.10
	Invoice	Date	Description		Amount
	4181594	04/25/2024	Oil filter		\$28.22
	4181593	04/25/2024	Tires, pliers, brake fluid, oil filter, hose, harness		\$1,220.88
106131	05/03/2024			WEBER HAYES & ASSOCIATES INC.	\$911.25
	Invoice	Date	Description		Amount
	16410	04/23/2024	McGregor skate park completion report		\$911.25

Type Check Totals: \$213,510.54

Main City Totals	Count	Total
Checks	45	\$213,510.54
EFTs	0	\$0.00
All	45	\$213,510.54

Payroll Totals	Count	Total
Checks	0	\$0.00
EFTs	100	\$191,773.44
All	100	\$191,773.44

Grand Totals:	Count	Total
Checks	45	\$213,510.54
EFTs	100	\$191,773.44
All	145	\$405,283.98

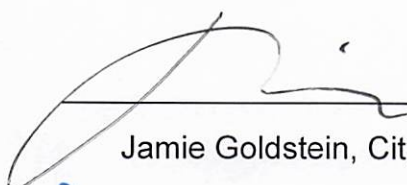
City main account checks dated May 10, 2024, numbered 106132 to 106211 totaling \$273,377.81, and 5 EFTs totaling \$119,203.77 for a grand total of \$392,581.58, have been reviewed and authorized for distribution by the City Manager.

As of May 10, 2024, the unaudited cash balance is \$6,469,624.42.

CASH POSITION - CITY OF CAPITOLA
May 10, 2024

	<u>5/10/2024</u>
General Fund ⁽¹⁾	\$ 2,214,981.31
Payroll Payables	\$ 49,791.70
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (1,940,240.17)
Stores Fund	\$ 60,741.38
Information Technology Fund	\$ 247,327.25
Equipment Replacement	\$ 314,088.80
Self-Insurance Liability Fund	\$ 24,385.58
Workers' Comp. Ins. Fund	\$ 6,822.54
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u>\$ 6,469,624.42</u>

(1) May 10th balance includes \$4.33 million non-current investments



 Jamie Goldstein, City Manager 5/10/24
Date



 Jim Malberg, City Treasurer 5/10/24
Date

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106132	05/10/2024			ADT SECURITY SERVICES INC.	\$267.54
	Invoice	Date	Description		Amount
	ADT042924	04/29/2024	Corp. yard & museum ADT monitoring		\$267.54
106133	05/10/2024			AJ'S FUEL MARKET OF CAPITOLA INC	\$180.00
	Invoice	Date	Description		Amount
	AJ043024	04/30/2024	Carwash Closing Date 4/30/2024		\$180.00
106134	05/10/2024			ALLIED UNIVERSAL	\$521.70
	Invoice	Date	Description		Amount
	15586777	05/02/2024	May 2024 Jade Street Park Patrol		\$521.70
106135	05/10/2024			AMAZON CAPITAL SERVICES	\$525.57
	Invoice	Date	Description		Amount
	1C39-39L7-JPHJ	05/05/2024	Wet/Dry Vacuum and Air Duster		\$364.04
	1N6G-PQP1-RC6C	04/25/2024	Presentation Remote Clicker		\$35.96
	1XLP-YHXF-3JXD	04/29/2024	Batteries		\$39.08
	1YY9-MJNQ-GQKQ	04/24/2024	Notebook and File Folders		\$87.21
	19H6-FFQL-NW3M	04/25/2024	Printing Paper		\$32.65
	1G64-6R73-L34M	05/05/2024	Credit Memo for 11Y7-M1F9-RFH4		(\$32.69)
	1TP1-YGRT-LMMC	05/05/2024	Credit Memo for 11Y7-M1F9-RFH4		(\$32.69)
	1RD3-LY4N-4RG4	05/08/2024	Laptop battery		\$32.01
			1000 - General Fund		\$493.56
			2211 - ISF - Information Technology		\$32.01
106136	05/10/2024			ANGEL ARMOR, LLC	\$3,802.96
	Invoice	Date	Description		Amount
	INV9559	04/29/2024	515 Bulletproof Vest		\$2,116.99
	INV9559.1	04/29/2024	501 Bulletproof Vest		\$1,685.97
106137	05/10/2024			APTOS LANDSCAPE SUPPLY INC.	\$185.59
	Invoice	Date	Description		Amount
	629278	04/19/2024	Tarp, pruner, fines, cultivator		\$185.59
106138	05/10/2024			AT&T	\$8.73
	Invoice	Date	Description		Amount
	ATT050124	05/01/2024	May long distance charges		\$8.73
			1000 - General Fund		\$4.30
			2211 - ISF - Information Technology		\$4.43
106139	05/10/2024			AXCIENT	\$140.00
	Invoice	Date	Description		Amount
	FY24INEFI168383	04/30/2024	April AppAssure storage		\$140.00
			2211 - ISF - Information Technology		

City Checks Issued May 10, 2024

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106140	05/10/2024			B & B SMALL ENGINE REPAIR	\$2,649.47
	Invoice	Date	Description		Amount
	9624	05/02/2024	Hedge trimmer, hedge shear, handle, pruner		\$906.77
	10318	05/07/2024	Pole pruner, saw head, saw kit		\$295.37
	10315	05/07/2024	Loop trimmers (2), hedge trimmer, apron chaps, blades		\$1,447.33
106141	05/10/2024			BATTERIES PLUS BULBS	\$77.55
	Invoice	Date	Description		Amount
	P72262695	04/26/2024	Pay Station Battery		\$77.55
106142	05/10/2024			BETZ WORKS INC	\$148,800.00
	Invoice	Date	Description		Amount
	24125	05/03/2024	Park at Rispin Mansion Project Services 1200 - Capital Improvement Fund		\$148,800.00
106143	05/10/2024			BROPRINTS INC.	\$753.95
	Invoice	Date	Description		Amount
	20766	05/01/2024	Hats		\$299.69
	20770	05/03/2024	Hats		\$454.26
106144	05/10/2024			CALIFORNIA COAST UNIFORM COMPANY	\$260.36
	Invoice	Date	Description		Amount
	10986	05/01/2024	Embroidery and Tailoring Charges		\$260.36
106145	05/10/2024			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,037.00
	Invoice	Date	Description		Amount
	POA050302024	05/03/2024	POA & gym dues PPE 4/27/24 1001 - Payroll Payables		\$1,037.00
106146	05/10/2024			CATTO'S GRAPHICS INC.	\$452.90
	Invoice	Date	Description		Amount
	71561	05/03/2024	Signs - Banner & Design		\$452.90
106147	05/10/2024			CINTAS CORPORATION	\$236.37
	Invoice	Date	Description		Amount
	5207951777	04/22/2024	Community Center first aid supplies		\$105.95
	5208178080	04/23/2024	Corp yard first aid supplies		\$130.42
106148	05/10/2024			CLEAN BUILDING MAINTENANCE CO.	\$6,556.92
	Invoice	Date	Description		Amount
	34421	04/30/2024	April janitorial services		\$6,556.92
106149	05/10/2024			COAST LOCK & SAFE INC.	\$71.83
	Invoice	Date	Description		Amount
	030498	04/29/2024	Keys, lock		\$71.83

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106150	05/10/2024			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$1,833.00
	Invoice	Date	Description		Amount
	3419	04/30/2024	March televised meetings		\$1,833.00
106151	05/10/2024			CRYSTAL SPRINGS WATER CO.	\$327.00
	Invoice	Date	Description		Amount
	CSW043024	04/30/2024	April drinking water		\$327.00
106152	05/10/2024			CSW-STUBER-STROEH ENGINEERING GROUP INC	\$4,735.72
	Invoice	Date	Description		Amount
	2404125	04/30/2024	Stockton Ave Bridge Debris Mitigation Services through 4/7/24 1200 - Capital Improvement Fund		\$4,735.72
106153	05/10/2024			D & G SANITATION	\$501.78
	Invoice	Date	Description		Amount
	305740	04/30/2024	April Skate park hand wash station, portable toilets		\$501.78
106154	05/10/2024			ENVIRONMENTAL INNOVATIONS INC.	\$2,876.48
	Invoice	Date	Description		Amount
	2554	05/06/2024	CalRecycle April outreach		\$2,876.48
106155	05/10/2024			EWING IRRIGATION	\$931.02
	Invoice	Date	Description		Amount
	22069137	04/22/2024	Pitcher, roundup		\$104.33
	22012252	04/16/2024	Bucket, PVC bushing, rotor valves		\$826.69
106156	05/10/2024			FLYERS ENERGY LLC	\$1,931.36
	Invoice	Date	Description		Amount
	CFS-3829513	04/30/2024	Card processing		\$191.07
	24-086988	05/02/2024	328 gallons gasoline		\$1,740.29
106157	05/10/2024			GALLS LLC	\$683.33
	Invoice	Date	Description		Amount
	027808408	04/30/2024	Uniform Button		\$9.80
	027792127	04/29/2024	Uniform Buttons		\$49.00
	027795129	04/29/2024	Uniform Buttons		\$117.59
	027729600	04/22/2024	Stryke Pant		\$178.76
	027641477	04/12/2024	Mens S/S Shirt and Trouser		\$328.18
106158	05/10/2024			GARDAWORLD	\$422.33
	Invoice	Date	Description		Amount
	10779198	05/01/2024	May 2024 Armored Transportation Service		\$422.33

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106159	05/10/2024			GRANITE ROCK COMPANY	\$137.54
	Invoice	Date	Description		Amount
	2155726	04/30/2024	Moss rock, safety glasses		\$137.54
106160	05/10/2024			HD SUPPLY FORMERLY HOME DEPOT PRO	\$83.28
	Invoice	Date	Description		Amount
	801699554	04/25/2024	Gloves		\$83.28
106161	05/10/2024			HOME DEPOT CREDIT SERVICES	\$759.27
	Invoice	Date	Description		Amount
	7611251	04/29/2024	Flap discs, knives, loop straps, gloves, swivel brake		\$259.95
	6620025	04/30/2024	Thermostats, mixing container, trains fluid, absorber		\$134.60
	1624625	04/25/2024	Bucket, steel brush, hose bibb, rope		\$107.87
	6011322	04/30/2024	Paper filter, salvia		\$31.56
	4611528	05/02/2024	Flip knife, paint, klean strips		\$225.29
106162	05/10/2024			HUMBOLDT PETROLEUM LLC	\$17.00
	Invoice	Date	Description		Amount
	INV-121130	04/30/2024	Carwash Closing Date 4/30/2024		\$17.00
106163	05/10/2024			INTERSTATE BATTERY SYSTEM OF SAN JOSE INC	\$486.13
	Invoice	Date	Description		Amount
	50293430	05/01/2024	Auto batteries		\$486.13
106164	05/10/2024			KATHLEEN BROWN	\$611.00
	Invoice	Date	Description		Amount
	KB050524	05/05/2024	Instructor payment		\$611.00
106165	05/10/2024			KBA Document Solutions LLC	\$8.62
	Invoice	Date	Description		Amount
	55Y1452318	05/01/2024	City Hall copier usage charges		\$8.62
			2211 - ISF - Information Technology		
106166	05/10/2024			KIMLEY HORN AND ASSOCIATES INC	\$18,997.50
	Invoice	Date	Description		Amount
	27905514	04/30/2024	41st Ave & Capitola Rd bicycle striping evaluation through 4/31		\$662.50
	27905515	04/30/2024	AB413 Citywide Crosswalk Evaluation Services through 4/31/24		\$8,005.00
	27905511	04/30/2024	Park Ave traffic calming services through 4/30/24		\$10,330.00
			1000 - General Fund		\$8,005.00
			1200 - Capital Improvement Fund		\$10,992.50
106167	05/10/2024			KUSTOM CULTURE DESIGN	\$6,860.46
	Invoice	Date	Description		Amount
	5695	05/07/2024	Jr Guards Summer t-shirts		\$6,860.46

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106168	05/10/2024			LABORMAX STAFFING	\$2,786.40
	Invoice	Date	Description		Amount
	26-377585	05/03/2024	Public works seasonal labor 4/29 - 5/3		\$2,786.40
106169	05/10/2024			LAURA ALIOTO	\$656.25
	Invoice	Date	Description		Amount
	LA050524	05/05/2024	Instructor payment		\$656.25
106170	05/10/2024			LLOYD'S TIRE AND AUTO	\$572.09
	Invoice	Date	Description		Amount
	219628	04/30/2024	Tires, tire services		\$572.09
106171	05/10/2024			LP POLICE	\$500.00
	Invoice	Date	Description		Amount
	424LP31150	04/30/2024	Semi Annual Plan Fee		\$500.00
106172	05/10/2024			MESITI-MILLER ENGINEERING INC	\$8,175.42
	Invoice	Date	Description		Amount
	0324011	03/31/2024	Peery Park Bridge Repairs through 3/25/24		\$7,977.42
	0424021	04/30/2024	Peery Park Bridge Repairs through 4/25/24		\$198.00
			1310 - Gas Tax		
106173	05/10/2024			METRO MOBILE COMMUNICATIONS	\$2,104.74
	Invoice	Date	Description		Amount
	48168	04/30/2024	531 Helmet and Radio Set Up		\$2,104.74
			1300 - SLESF - Supl Law Enfc		
106174	05/10/2024			MICHAEL G LEW	\$110.50
	Invoice	Date	Description		Amount
	ML050524	05/05/2024	Instructor payment		\$110.50
106175	05/10/2024			MID COUNTY AUTO SUPPLY	\$106.41
	Invoice	Date	Description		Amount
	M-2556141	05/01/2024	Electrical parts cleaner, tune up grease, cleaner		\$56.49
	M-2557621	05/02/2024	Battery terminal		\$49.92
106176	05/10/2024			MISSION LINEN SUPPLY	\$83.45
	Invoice	Date	Description		Amount
	521500999	04/29/2024	Community Center mop and mat service		\$83.45
106177	05/10/2024			MISSION PRINTERS	\$688.49
	Invoice	Date	Description		Amount
	65609	05/03/2024	Windowed envelopes, regular envelopes		\$688.49
			2210 - ISF - Stores Fund		

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106178	05/10/2024			MOTOR SQUAD TRAINING INSTITUTE	\$2,100.00
	Invoice	Date	Description		Amount
	24-083-001	03/23/2024	531 Basic Motor Course		\$2,100.00
106179	05/10/2024			NEW PIG CORPORATION	\$553.92
	Invoice	Date	Description		Amount
	24247899-00	02/22/2024	Oil stain remover		\$553.92
106180	05/10/2024			O'REILLY AUTO PARTS	\$45.65
	Invoice	Date	Description		Amount
	2763-430544	04/26/2024	Brake cleaner		\$45.65
106181	05/10/2024			OUTDOOR SUPPLY HARDWARE	\$106.18
	Invoice	Date	Description		Amount
	J28546	05/01/2024	Bulk fasteners, bucket, weatherstrip, gloves		\$106.18
106182	05/10/2024			PACIFIC CREST ENGINEERING INC.	\$3,231.56
	Invoice	Date	Description		Amount
	13540	03/31/2024	Noble Gulch Geotechnical Investigation Services through 3/31/2 1200 - Capital Improvement Fund		\$3,231.56
106183	05/10/2024			PALACE BUSINESS SOLUTIONS	\$13.07
	Invoice	Date	Description		Amount
	2338797-0	04/24/2024	Network Cable		\$13.07
106184	05/10/2024			PET PALS DISCOUNT PET SUPPLIES	\$169.43
	Invoice	Date	Description		Amount
	2958085	02/21/2024	K-9 Treats		\$46.38
	2984401	04/18/2024	K-9 Supplies		\$123.05
106185	05/10/2024			PHIL ALLEGRI ELECTRIC INC.	\$572.31
	Invoice	Date	Description		Amount
	34124	04/29/2024	LED lights installation, electrical supplies		\$572.31
106186	05/10/2024			PHOENIX GROUP INFORMATION SYSTEMS	\$11,773.28
	Invoice	Date	Description		Amount
	032024070	04/16/2024	March 2024 Citation Processing		\$6,700.03
	000566W	04/01/2024	Parking Citation Rolls		\$5,073.25
106187	05/10/2024			PROFILES INCORPORATED	\$395.00
	Invoice	Date	Description		Amount
	4622	05/01/2024	Profiles Survey Center Meters		\$395.00

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106188	05/10/2024			ROBERT M PATTERSON	\$100.00
	Invoice	Date	Description		Amount
	RP042624	04/26/2024	Administrative Reviews Billing Statement 4/26/2024		\$50.00
	RP041824	04/18/2024	Administrative Reviews Billing Statement 4/18/2024		\$50.00
106189	05/10/2024			SAN LORENZO LUMBER	\$497.19
	Invoice	Date	Description		Amount
	55-0884554	05/07/2024	Red paint, multi-tool		\$186.68
	55-0878579	04/10/2024	Paint		\$167.08
	55-0882165	04/25/2024	Smart spray, paint roller, paint		\$143.43
106190	05/10/2024			SANTA CRUZ AUTO PARTS INC.	\$105.85
	Invoice	Date	Description		Amount
	14508-495065	04/30/2024	Atomizing Head Refill Kits Credit Return		(\$55.49)
	14508-495036	04/29/2024	Spray gun filter, paint, performance gravity		\$161.34
106191	05/10/2024			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$10,560.50
	Invoice	Date	Description		Amount
	SCCO043024	04/30/2024	April citation processing		\$10,560.50
106192	05/10/2024			SANTA CRUZ FIRE EQUIPMENT CO.	\$390.21
	Invoice	Date	Description		Amount
	112207	04/05/2024	Community Center Fire Extinguishers Services		\$390.21
106193	05/10/2024			SANTA CRUZ JUNK REMOVAL	\$647.00
	Invoice	Date	Description		Amount
	00633	05/01/2024	Trash Removal Campsite Cleanout		\$647.00
106194	05/10/2024			SANTA CRUZ SENTINEL	\$409.60
	Invoice	Date	Description		Amount
	0001409413	04/30/2024	April legal notices		\$409.60
106195	05/10/2024			SANTA CRUZ SIGNS	\$2,834.00
	Invoice	Date	Description		Amount
	103702	04/18/2024	Vinyl decals		\$2,834.00
106196	05/10/2024			SCCRTC	\$657.29
	Invoice	Date	Description		Amount
	113	04/25/2024	RTC lease 194279 annual rent		\$657.29
106197	05/10/2024			SERVPRO OF PALO ALTO	\$992.01
	Invoice	Date	Description		Amount
	4307	04/26/2024	Bio Remediation for 211 on 2/27/2024		\$992.01

City Checks Issued May 10, 2024

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106198	05/10/2024			SOQUEL CREEK WATER DISTRICT	\$129.95
	Invoice	Date	Description		Amount
	13-10919-0042924	04/29/2024	13-10919-00 2000 Wharf Road water service		\$80.44
	34-18508-0042924	04/29/2024	34-18508-00 1510 McGregor Drive water service		\$49.51
106199	05/10/2024			STAPLES ADVANTAGE	\$144.00
	Invoice	Date	Description		Amount
	6001391735	04/23/2024	Cork board		\$73.41
	6001699442	04/27/2024	Copier paper		\$70.59
			1000 - General Fund		\$73.41
			2210 - ISF - Stores Fund		\$70.59
106200	05/10/2024			THE FURNACE ROOM, INC.	\$1,570.00
	Invoice	Date	Description		Amount
	3884	05/01/2024	Duct cleaning		\$1,570.00
106201	05/10/2024			US BANK EQUIPMENT FINANCE	\$315.01
	Invoice	Date	Description		Amount
	527991590	04/28/2024	City Hall Copier Lease		\$315.01
			2210 - ISF - Stores Fund		
106202	05/10/2024			US BANK PARS Acct 6746022400	\$525.33
	Invoice	Date	Description		Amount
	PARS05032024	05/03/2024	PARS contributions PPE 4/27/24		\$525.33
			1001 - Payroll Payables		
106203	05/10/2024			WATSONVILLE BLUEPRINT	\$294.58
	Invoice	Date	Description		Amount
	115967	04/25/2024	Park at Rispin Mansion blueprints		\$240.03
	115944	04/24/2024	2024 Pavement Project Blueprints		\$54.55
			1200 - Capital Improvement Fund		
106204	05/10/2024			WATSONVILLE FORD	\$769.13
	Invoice	Date	Description		Amount
	43859	04/29/2024	Rotor assembly, kit		\$456.41
	43858	04/29/2024	Rotor assembly, kit		\$312.72
106205	05/10/2024			WE ALL RIDE SANTA CRUZ	\$262.35
	Invoice	Date	Description		Amount
	4181678	05/01/2024	Gloves, battery		\$262.35

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106206	05/10/2024			WRA, INC.	\$4,899.90
	Invoice	Date	Description		Amount
	340110-53275	04/26/2024	Soquel Creek Bulkhead Repairs Consulting Services thru 4.26.2		\$4,899.90
			1200 - Capital Improvement Fund		
106207	05/10/2024			ANTHONY KRESGE	\$500.00
	Invoice	Date	Description		Amount
	AK050624	05/06/2024	Outdoor Dining Deposit Refund		\$500.00
106208	05/10/2024			BRIAN ROSSI	\$285.50
	Invoice	Date	Description		Amount
	BR050324	05/03/2024	Jr Guards Refund		\$285.50
106209	05/10/2024			CARLY CROSS TROTTER	\$1,500.00
	Invoice	Date	Description		Amount
	CCT050624	05/06/2024	Bandstand Deposit Refund		\$1,500.00
106210	05/10/2024			Oregon Department of Transportation	\$13.00
	Invoice	Date	Description		Amount
	210232447	05/01/2024	LEDS Plate Run Fee for CIU		\$13.00
106211	05/10/2024			TRADEWINDS CHURCH	\$1,500.00
	Invoice	Date	Description		Amount
	TC050624	05/06/2024	Bandstand Deposit Refund		\$1,500.00
Type Check Totals:					\$273,377.81
<u>EFT</u>					
1709	05/06/2024			CalPERS Member Services Division	\$64,470.08
	Invoice	Date	Description		Amount
	1002634582-5	05/03/2024	PERS contributions PPE 4/27/24		\$64,470.08
			1000 - General Fund		\$0.32
			1001 - Payroll Payables		\$64,469.76
1710	05/06/2024			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,280.43
	Invoice	Date	Description		Amount
	0-688-954-640	05/03/2024	State taxes PPE 4/27/24		\$10,280.43
			1001 - Payroll Payables		

City Checks Issued May 10, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1711	05/06/2024			INTERNAL REVENUE SERVICE	\$34,592.83
	Invoice	Date	Description		Amount
	60232252	05/03/2024	Federal taxes & Medicare PPE 4/27/24		\$34,592.83
			1001 - Payroll Payables		
1712	05/06/2024			STATE DISBURSEMENT UNIT	\$1,955.06
	Invoice	Date	Description		Amount
	48136765	05/03/2024	Employee garnishments PPE 4/27/24		\$1,955.06
			1001 - Payroll Payables		
1713	05/06/2024			VOYA FINANCIAL	\$7,905.37
	Invoice	Date	Description		Amount
	VOYA050324	05/03/2024	Employee 457 contributions PPE 4/27/24		\$7,905.37
			1001 - Payroll Payables		

Type EFT Totals: \$119,203.77

Main City Totals	Count	Total
Checks	80	\$273,377.81
EFTs	5	\$119,203.77
All	85	\$392,581.58

Payroll Totals	Count	Total
Checks	0	\$0.00
EFTs	0	\$0.00
All	0	\$0.00

Grand Totals:	Count	Total
Checks	80	\$273,377.81
EFTs	5	\$119,203.77
All	85	\$392,581.58

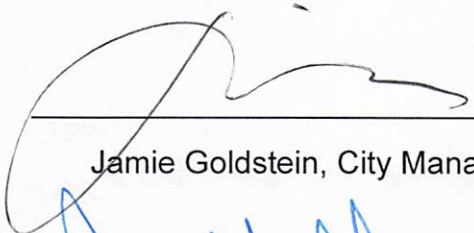
City main account checks dated May 17, 2024, numbered 106212 to 106247 totaling \$109,332.43, and 101 payroll EFTs totaling \$195,035.95 for a grand total of \$304,368.38, have been reviewed and authorized for distribution by the City Manager.

As of May 17, 2024, the unaudited cash balance is \$6,228,650.74.

CASH POSITION - CITY OF CAPITOLA
May 17, 2024

	<u>5/17/2024</u>
General Fund ⁽¹⁾	\$ 1,856,894.26
Payroll Payables	\$ 211,974.81
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (1,985,096.56)
Stores Fund	\$ 60,741.38
Information Technology Fund	\$ 247,113.90
Equipment Replacement	\$ 314,088.80
Self-Insurance Liability Fund	\$ 24,385.58
Workers' Comp. Ins. Fund	\$ 6,822.54
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u>\$ 6,228,650.74</u>

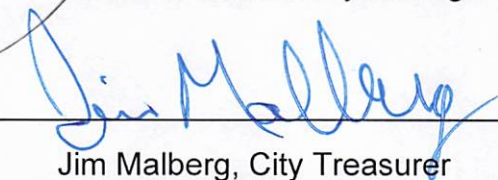
(1) May 17th balance includes \$4.33 million non-current investments



 Jamie Goldstein, City Manager

5/17/24

 Date



 Jim Malberg, City Treasurer

5/17/24

 Date

City Checks Issued May 17, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106212	05/17/2024			AMAZON CAPITAL SERVICES	\$936.31
	Invoice	Date	Description		Amount
	1C9G-9RFD-FK4K	05/14/2024	Batteries, paper		\$91.03
	1C9G-9RFD-KMGJ	05/15/2024	Waders with boots		\$108.98
	1RWC-TGL9-GD3R	05/14/2024	Poster hanger frame		\$50.85
	1N3X-V6C4-CRKP	05/14/2024	Glasses, drawing board, toys, balls		\$322.51
	1N6V-J4JT-WTJ4	05/12/2024	Flags, umpire gear, softballs		\$158.52
	19DH-FJC9-9K6T	05/13/2024	Striping paint		\$204.42
106213	05/17/2024			AMSOIL INC.	\$599.81
	Invoice	Date	Description		Amount
	22401678	03/27/2024	Synthetic fuel, gear lube, truck grease		\$599.81
106214	05/17/2024			AT&T/CALNET 3	\$264.75
	Invoice	Date	Description		Amount
	0021710993	05/13/2024	May telephone service		\$264.75
			1000 - General Fund		\$201.80
			2211 - ISF - Information Technology		\$62.95
106215	05/17/2024			AT&T/CALNET 3	\$1,692.51
	Invoice	Date	Description		Amount
	0021711661	05/13/2024	May T-1 access		\$1,692.51
106216	05/17/2024			BEAR ELECTRICAL SOLUTIONS INC.	\$1,894.18
	Invoice	Date	Description		Amount
	22567	04/28/2024	April traffic signal maintenance services - response		\$1,247.38
	22491	04/28/2024	April traffic signal maintenance services - routine		\$646.80
			1310 - Gas Tax		
106217	05/17/2024			BOONE LOW RATLIFF ARCHITECTS INC	\$31,021.09
	Invoice	Date	Description		Amount
	4048	05/08/2024	April Community Center renovation design services addendum		\$7,212.11
	4030	05/03/2024	April Community Center renovation design services phase II		\$23,808.98
			1200 - Capital Improvement Fund		
106218	05/17/2024			CITY OF SANTA CRUZ	\$1,580.30
	Invoice	Date	Description		Amount
	048072	05/08/2024	Steelhead sampling and habitat monitoring		\$1,580.30
106219	05/17/2024			COMMUNITY PRINTERS	\$539.55
	Invoice	Date	Description		Amount
	37139011	05/14/2024	Prop 68 Site Sign		\$539.55
			1200 - Capital Improvement Fund		

City Checks Issued May 17, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106220	05/17/2024			CORODATA SHREDDING INC.	\$55.87
	Invoice	Date	Description		Amount
	DN1467548	04/30/2024	Records Shredding		\$55.87
106221	05/17/2024			DANA LYNN SCHMIDT	\$182.00
	Invoice	Date	Description		Amount
	DLS051224	05/12/2024	Instructor payment		\$182.00
106222	05/17/2024			EXTREME TOWING	\$285.00
	Invoice	Date	Description		Amount
	010462	05/03/2024	Vehicle Entry for 23C-00452		\$285.00
106223	05/17/2024			FLYERS ENERGY LLC	\$2,483.29
	Invoice	Date	Description		Amount
	24-090302	05/09/2024	469 gallons gasoline		\$2,483.29
106224	05/17/2024			FRED C. BEYERS	\$270.00
	Invoice	Date	Description		Amount
	FB051024	05/10/2024	Softball official 4/9 - 5/10/2024		\$270.00
106225	05/17/2024			GABE CUZICK	\$252.41
	Invoice	Date	Description		Amount
	GC051424	05/14/2024	Heavy duty bench vise		\$252.41
106226	05/17/2024			HD SUPPLY FORMERLY HOME DEPOT PRO	\$2,290.13
	Invoice	Date	Description		Amount
	803706084	05/08/2024	Cleaning supplies		\$2,290.13

City Checks Issued May 17, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106227	05/17/2024			HOME DEPOT CREDIT SERVICES	\$3,726.61
	Invoice	Date	Description		Amount
	6222091	05/10/2024	M12 Fuel credit		(\$216.90)
	6012569	05/10/2024	M12 Fuel		\$271.41
	6622168	05/10/2024	Aluminum scoop, storage bin, lumber, safety glasses		\$324.53
	9033369	05/07/2024	Saw blade, socket adapter, paint marker		\$460.38
	6970108	05/10/2024	Saw blades		\$169.10
	12076	05/06/2024	Utility pump		\$158.05
	510001	05/06/2024	Chisel Marker, water heater, disposer		\$444.67
	643478	04/16/2024	Hex heads, bits		\$31.87
	3513091	04/23/2024	Bungee adjustable cords, ratcheting cargo bar		\$53.34
	4013896	04/12/2024	Sakrete play sand		\$30.44
	4514800	05/02/2024	Saw blades		\$16.32
	4620594	05/02/2024	Screws		\$68.59
	4621967	04/12/2024	Cable clamps		\$34.81
	5514585	05/01/2024	Screws, saw blades, pencils		\$331.14
	5621785	04/11/2024	Grounding connector		\$8.59
	5621827	04/11/2024	Knobs, keys,		\$92.16
	6510749	05/10/2024	Bucket, cabinet, handles		\$23.81
	6510912	04/10/2024	Hex nuts, measure tapes, wrench, mixer, rubber cord		\$146.46
	6612754	05/10/2024	Lumber, cedar trim, saw, screwdriver		\$127.10
	7521401	05/09/2024	Chalk reel kit		\$19.59
	7524359	04/09/2024	Phone charger		\$39.21
	7612570	05/09/2024	Mag bit holder, magnetizer		\$19.52
	7612597	05/09/2024	LED lights, lumber, board, vent		\$533.66
	8510376	05/08/2024	Hand held spreader, drain opener		\$116.51
	8524145	04/08/2024	Flat covers, clamps, hex heads, WD40, drill bits		\$126.75
	8621220	04/08/2024	Wire cutter		\$22.86
	9510166	05/07/2024	Strain relief connector		\$3.52
	9512007	04/17/2024	Bathroom signs		\$51.13
	9974892	05/07/2024	Wall cabinet		\$217.99
			1000 - General Fund		\$3,271.35
			1200 - Capital Improvement Fund		\$416.05
			2211 - ISF - Information Technology		\$39.21
106228	05/17/2024			KBA Document Solutions LLC	\$111.19
	Invoice	Date	Description		Amount
	55Y1454842	05/14/2024	City Hall copier usage charges		\$111.19
			2211 - ISF - Information Technology		
106229	05/17/2024			KUSTOM CULTURE DESIGN	\$1,770.70
	Invoice	Date	Description		Amount
	5678-2	04/15/2024	T-Shirts for Camp Capitola Final Installment		\$1,770.70

City Checks Issued May 17, 2024

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106230	05/17/2024			LABORMAX STAFFING	\$2,786.40
	Invoice	Date	Description		Amount
	26-379033	05/10/2024	Public works seasonal labor 5/6 - 5/10		\$2,786.40
106231	05/17/2024			LANGUAGE LINE SERVICES INC	\$70.50
	Invoice	Date	Description		Amount
	10735671	01/31/2023	Over-the-Phone Interpretation		\$5.64
	11243996	02/29/2024	Over-the-Phone Interpretation		\$11.28
	11205814	01/31/2024	Over-the-Phone Interpretation		\$25.38
	11134737	10/31/2023	Over-the-Phone Interpretation		\$23.50
	11162561	11/30/2023	Over-the-Phone Interpretation		\$4.70
106232	05/17/2024			LLOYD'S TIRE AND AUTO	\$332.92
	Invoice	Date	Description		Amount
	219758	05/09/2024	Tires		\$332.92
106233	05/17/2024			MID COUNTY AUTO SUPPLY	\$174.88
	Invoice	Date	Description		Amount
	M-2566248	05/09/2024	Rotor, brake pads		\$174.88
106234	05/17/2024			MISSION LINEN SUPPLY	\$195.34
	Invoice	Date	Description		Amount
	521570885	05/06/2024	Fleet towels, uniform cleaning		\$27.00
	521557004	05/08/2024	Corp. Yard linen service		\$131.99
	521557003	05/08/2024	Fleet towels, uniform cleaning		\$36.35
106235	05/17/2024			O'REILLY AUTO PARTS	\$154.47
	Invoice	Date	Description		Amount
	2763-433472	05/08/2024	Vane position sensor		\$154.47
			1310 - Gas Tax		
106236	05/17/2024			OUTDOOR SUPPLY HARDWARE	\$586.62
	Invoice	Date	Description		Amount
	J31236	05/06/2024	Bulk Fasteners, paint, cloths, strainers, grinding wheel		\$243.41
	J24984	04/25/2024	Plastic tray, roller frame, tray		\$33.77
	J27470	04/29/2024	Paint		\$93.35
	J29601	05/03/2024	Garden hose, spray paint		\$67.54
	J31230	05/06/2024	Plastic roller tray, paint roller cover, roller frame		\$55.20
	J31893	05/07/2024	Paint		\$93.35

City Checks Issued May 17, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106237	05/17/2024			PARKPACIFIC INC.	\$46,615.70
	Invoice	Date	Description		Amount
	PP051324	05/10/2024	50% Deposit 1200 - Capital Improvement Fund		\$46,615.70
106238	05/17/2024			PARS	\$195.00
	Invoice	Date	Description		Amount
	55326	04/04/2024	Annual statement fees		\$195.00
106239	05/17/2024			RICHARD B CASTILLO II	\$225.00
	Invoice	Date	Description		Amount
	RC051024	05/10/2024	Umpire services		\$225.00
106240	05/17/2024			ROSIE WYATT	\$80.60
	Invoice	Date	Description		Amount
	RW051024	05/10/2024	Nuts & Bolts City Clerk Training Travel Reimbursement		\$80.60
106241	05/17/2024			STATE WATER RESOURCES CONTROL BOARD	\$2,509.00
	Invoice	Date	Description		Amount
	WD-0259216	12/15/2023	Wharf Resiliency Annual Permit Fee 1200 - Capital Improvement Fund		\$2,509.00
106242	05/17/2024			TRINA COFFMAN-GOMEZ	\$3,755.00
	Invoice	Date	Description		Amount
	TCG050824	05/08/2024	Glass artwork for CWEP project 1200 - Capital Improvement Fund		\$3,755.00
106243	05/17/2024			UPS	\$118.46
	Invoice	Date	Description		Amount
	0000954791194	05/11/2024	Shipping Costs		\$118.46
106244	05/17/2024			US BANK EQUIPMENT FINANCE	\$384.48
	Invoice	Date	Description		Amount
	528492457	05/04/2024	Recreation copier lease		\$179.55
	528492564	05/05/2024	PD copier lease		\$204.93
106245	05/17/2024			WATSONVILLE FORD	\$370.36
	Invoice	Date	Description		Amount
	44067	05/09/2024	Condenser		\$370.36

City Checks Issued May 17, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106246	05/17/2024			WITMER TYSON IMPORTS INC.	\$750.00
	Invoice	Date	Description		Amount
	T15402	05/01/2024	April 2024 K-9 Maintenance Training		\$750.00
106247	05/17/2024			Durante, Cathryn	\$72.00
	Invoice	Date	Description		Amount
	CD050924	05/09/2024	Citation # 900126646		\$72.00
Type Check Totals:					\$109,332.43
Main City Totals			Count	Total	
Checks			36		\$109,332.43
EFTs			0		\$0.00
All			36		\$109,332.43
Payroll Totals					
Checks			0		\$0.00
EFTs			101		\$195,035.95
All			101		\$195,035.95
Grand Totals:					
Checks			36		\$109,332.43
EFTs			101		\$195,035.95
All			137		\$304,368.38

City main account checks dated May 24, 2024, numbered 106248 to 106330 totaling \$182,373.74, and 6 EFTs totaling \$120,049.72 for a grand total of \$302,423.46, have been reviewed and authorized for distribution by the City Manager.

As of May 24, 2024, the unaudited cash balance is \$6,566,389.89.

CASH POSITION - CITY OF CAPITOLA
May 24, 2024

	<u>5/24/2024</u>
General Fund ⁽¹⁾	\$ 1,837,387.90
Payroll Payables	\$ 80,681.24
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (1,495,398.04)
Stores Fund	\$ 59,581.94
Information Technology Fund	\$ 247,113.90
Equipment Replacement	\$ 314,088.80
Self-Insurance Liability Fund	\$ 24,385.58
Workers' Comp. Ins. Fund	\$ 6,822.54
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u><u>\$ 6,566,389.89</u></u>

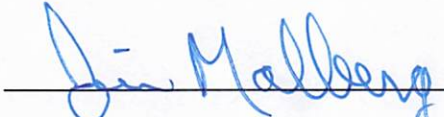
(1) May 24th balance includes \$4.32 million non-current investments



Jamie Goldstein, City Manager

5/24/24

Date



Jim Malberg, City Treasurer

5/24/24

Date

City Checks Issued May 24, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106248	05/23/2024			HASCO STATIONS, LLC	\$17.00
	Invoice	Date	Description		Amount
	INV-121130	04/30/2024	Carwash Closing Date 4/30/2024		\$17.00
106249	05/24/2024			AMAZON CAPITAL SERVICES	\$279.01
	Invoice	Date	Description		Amount
	1NTK-MXPL-3PDW	05/17/2024	Waterproof waders		\$117.70
	1K3C-X1F4-LKG7	05/15/2024	Drone Program Supplies		\$161.31
		1000 - General Fund			\$117.70
		1300 - SLESF - Supl Law Enfc			\$161.31
106250	05/24/2024			AUSTIN WESTLY	\$107.68
	Invoice	Date	Description		Amount
	AW051024	05/10/2024	Nuts & Bolts City Clerk Training Travel Reimbursement		\$107.68
106251	05/24/2024			BENEFIT COORDINATORS CORP.	\$5,582.90
	Invoice	Date	Description		Amount
	B0DDNF	05/01/2024	May dental & vision insurance		\$5,582.90
		1001 - Payroll Payables			
106252	05/24/2024			BETZ WORKS INC	\$7,880.00
	Invoice	Date	Description		Amount
	24137	05/13/2024	Topaz Sink Hole Repair		\$7,880.00
106253	05/24/2024			BEVERLY ALEXANDER MARTIN	\$35.75
	Invoice	Date	Description		Amount
	BM051924	05/19/2024	Instructor payment		\$35.75
106254	05/24/2024			BURKE WILLIAMS AND SORENSEN LLP	\$49,904.70
	Invoice	Date	Description		Amount
	321747	05/22/2024	April Labor & Employment Legal Services		\$4,570.00
	321758	05/22/2024	April Rent Control Ordinance Legal Services		\$990.00
	321759	05/22/2024	April 1098 38th Street Legal Services		\$1,228.50
	321760	05/22/2024	April Construction Issues Legal Services		\$180.00
	321750	05/22/2024	April Litigation Legal Services		\$4,290.00
	321749	05/22/2024	April Code Enforcement Legal Services		\$120.00
	321748	05/22/2024	April City Attorney Services Legal Services		\$14,012.70
	321757	05/22/2024	April Public Records Act Requests Legal Services		\$4,131.00
	321755	05/22/2024	April Labor Negotiations Legal Services		\$4,440.00
	321751	05/22/2024	April Planning Legal Services		\$3,094.00
	321752	05/22/2024	April Parks & Recreation Legal Services		\$3,588.00
	321754	05/22/2024	April Public Works Legal Services		\$5,460.00
	321753	05/22/2024	April Police Legal Services		\$3,663.00
	321756	05/22/2024	April Beach House Rentals Lawsuit Legal Services		\$137.50

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106255	05/24/2024			CALIFORNIA COAST UNIFORM COMPANY	\$1,590.00
	Invoice	Date	Description		Amount
	10990	05/21/2024	New CPD Shoulder Patches		\$1,590.00
106256	05/24/2024			CAPITOLA ARCADE LLC	\$5,280.00
	Invoice	Date	Description		Amount
	108-2	05/21/2024	Cards with \$8 pre-loaded for Camp		\$2,640.00
	109	05/21/2024	Cards with \$8 pre-loaded for Camp		\$2,640.00
106257	05/24/2024			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,037.00
	Invoice	Date	Description		Amount
	POA051724	05/17/2024	POA & gym dues PPE 5/11/24		\$1,037.00
			1001 - Payroll Payables		
106258	05/24/2024			CAPITOLA POLICE DEPARTMENT	\$92.00
	Invoice	Date	Description		Amount
	2024-00000017	05/14/2024	2024 Sip & Stroll Special Event Permit Application Fee		\$92.00
			1321 - BIA - Capitola Village-Wharf BIA		
106259	05/24/2024			CARIN HANNA	\$250.00
	Invoice	Date	Description		Amount
	CH051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106260	05/24/2024			CENTRAL COAST LANDSCAPE AND MAINTENANCE, INC	\$6,663.00
	Invoice	Date	Description		Amount
	25192	05/16/2024	Re-landscape including irrigation modifications		\$6,663.00
106261	05/24/2024			CERTIFIED FOLDER DISPLAY SERVICE INC	\$3,028.01
	Invoice	Date	Description		Amount
	607799	12/01/2023	BIA brochure distribution		\$3,028.01
			1321 - BIA - Capitola Village-Wharf BIA		
106262	05/24/2024			CINTAS CORPORATION	\$593.90
	Invoice	Date	Description		Amount
	5207742099	04/19/2024	Police Department First Aid Replenishment		\$292.73
	5211762359	05/15/2024	Police Department First Aid Replenishment		\$301.17
106263	05/24/2024			CSW-STUBER-STROEH ENGINEERING GROUP INC	\$11,210.94
	Invoice	Date	Description		Amount
	2404171	04/30/2024	Cliff Drive Resiliency Project Services thru 4/7/24		\$6,017.54
	2404154	04/30/2024	Cliff Drive Resiliency Project Services thru 4/7/24		\$5,193.40
			1200 - Capital Improvement Fund		

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106264	05/24/2024			DAVID SCOTT COBABE	\$1,352.00
	Invoice	Date	Description		Amount
	DC051924	05/19/2024	Instructor payment		\$1,352.00
106265	05/24/2024			EQUITABLE	\$3,202.68
	Invoice	Date	Description		Amount
	155371	04/11/2024	May LTD, STD, AD&D, life insurance		\$3,202.68
		1000 - General Fund			\$11.27
		1001 - Payroll Payables			\$3,191.41
106266	05/24/2024			FIRST ALARM	\$254.55
	Invoice	Date	Description		Amount
	819058	05/15/2024	Community Center quarterly intrusion system monitoring		\$254.55
106267	05/24/2024			FLYERS ENERGY LLC	\$2,737.13
	Invoice	Date	Description		Amount
	24-097751	05/20/2024	52 gallons diesel		\$353.96
	24-097258	05/17/2024	450 gallons gasoline		\$2,383.17
106268	05/24/2024			FRED C. BEYERS	\$180.00
	Invoice	Date	Description		Amount
	FB051724	05/17/2024	Softball official services		\$180.00
106269	05/24/2024			GOLDEN STATE COMMUNICATIONS, INC	\$144.50
	Invoice	Date	Description		Amount
	SI07365	04/29/2024	TLK 100 Wave Two-Way Radios		\$1,194.50
	CM00630	04/29/2024	Credit Memo for SI07365		(\$1,050.00)
		1300 - SLESF - Supl Law Enfc			
106270	05/24/2024			GUILLERMO E. VAZQUEZ	\$41.40
	Invoice	Date	Description		Amount
	GV050824	05/08/2024	FTO Update Course Reimbursement (POST)		\$41.40
106271	05/24/2024			HASCO STATIONS, LLC	\$25.50
	Invoice	Date	Description		Amount
	INV-123373	05/15/2024	Carwash Closing Date 5/15/2024		\$25.50
106272	05/24/2024			HD SUPPLY FORMERLY HOME DEPOT PRO	\$2,181.57
	Invoice	Date	Description		Amount
	805142080	05/16/2024	Cleaning supplies		\$2,181.57

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106273	05/24/2024			HEALTH EDUCATION SERVICES	\$945.00
	Invoice	Date	Description		Amount
	30146	05/20/2024	AED Total Solutions One Year Renewal		\$945.00
			2210 - ISF - Stores Fund		
106274	05/24/2024			HOLIDAY SMOG	\$123.50
	Invoice	Date	Description		Amount
	A62189	05/14/2024	Smog inspection		\$61.75
	A61963	05/08/2024	Smog inspection		\$61.75
106275	05/24/2024			HOME DEPOT CREDIT SERVICES	\$63.92
	Invoice	Date	Description		Amount
	0522840	05/16/2024	Cords, drywall screws, plug		\$63.92
106276	05/24/2024			INTERSTATE TRAFFIC CONTROL PRODUCTS	\$662.03
	Invoice	Date	Description		Amount
	263137	05/16/2024	Right turn only signs		\$662.03
106277	05/24/2024			JACKIE YEUNG	\$93.40
	Invoice	Date	Description		Amount
	JY050824	05/08/2024	FTO Update Course Reimbursement (POST)		\$93.40
106278	05/24/2024			KIMLEY HORN AND ASSOCIATES INC	\$7,968.54
	Invoice	Date	Description		Amount
	27842719	03/31/2024	Bay Ave / Hill St intersection analysis services through 3.31.24		\$6,545.98
	28163424	04/30/2024	Upper Pacific Cove Sidewalk Project Design Services thru 4.30.24		\$1,422.56
			1200 - Capital Improvement Fund		
106279	05/24/2024			LABORMAX STAFFING	\$2,786.40
	Invoice	Date	Description		Amount
	26-380444	05/17/2024	Public works seasonal labor 5/13 - 5/17		\$2,786.40
106280	05/24/2024			LIEBERT CASSIDY WHITMORE	\$1,247.00
	Invoice	Date	Description		Amount
	261343	01/31/2024	Personnel Rule Review		\$1,247.00

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106281	05/24/2024			LINDE GAS & EQUIPMENT INC.	\$235.53
	Invoice	Date	Description		Amount
	43014324	05/22/2024	Acetylene rental		\$235.53
106282	05/24/2024			LONE STAR TIMBER HARVESTING INC	\$9,500.00
	Invoice	Date	Description		Amount
	127	05/22/2024	Eucalyptus tree removal		\$9,500.00
106283	05/24/2024			MARY MCGLENN CAHALEN	\$1,500.00
	Invoice	Date	Description		Amount
	MMC051224	05/12/2024	Capitola Sip & Stroll Coordinator Services		\$1,500.00
			1321 - BIA - Capitola Village-Wharf BIA		
106284	05/24/2024			MISSION LINEN SUPPLY	\$180.29
	Invoice	Date	Description		Amount
	521598495	05/15/2024	Fleet towels, uniform cleaning		\$34.98
	521598496	05/15/2024	Corp. Yard linen service		\$145.31
106285	05/24/2024			NATIONAL LEAGUE OF CITIES	\$1,276.00
	Invoice	Date	Description		Amount
	187618	04/18/2024	Member dues		\$1,276.00
106286	05/24/2024			PACIFIC GAS & ELECTRIC	\$18,333.77
	Invoice	Date	Description		Amount
	PGE051424-acct9	05/14/2024	May Monthly utilities		\$16,456.94
	PGE051424-acct5	05/14/2024	May Pacific Cove parking lot utilities		\$1,876.83
			1000 - General Fund		\$9,507.64
			1300 - SLESF - Supl Law Enfc		\$102.71
			1310 - Gas Tax		\$8,129.02
			1311 - Wharf		\$594.40
106287	05/24/2024			PACIFIC INSTITUTE OF DEFENSIVE TACTICS	\$604.00
	Invoice	Date	Description		Amount
	240401	05/14/2024	534 Baton Instructor Course		\$604.00
			1300 - SLESF - Supl Law Enfc		
106288	05/24/2024			PALACE BUSINESS SOLUTIONS	\$165.66
	Invoice	Date	Description		Amount
	2345929-0	05/17/2024	Printing Paper		\$165.66

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106289	05/24/2024			PETERSON CATERPILLAR	\$543.94
	Invoice	Date	Description		Amount
	PC080207156	05/17/2024	Bearings		\$147.73
	PC080207127	05/16/2024	Seal, dust		\$84.72
	PC080207056	05/14/2024	Bearings, shims, key		\$311.49
106290	05/24/2024			PHOENIX GROUP INFORMATION SYSTEMS	\$5,163.18
	Invoice	Date	Description		Amount
	042024070	05/16/2024	April 2024 Citation Processing		\$5,163.18
106291	05/24/2024			RICHARD B CASTILLO II	\$90.00
	Invoice	Date	Description		Amount
	RC051724	05/17/2024	Softball official services		\$90.00
106292	05/24/2024			SANTA CRUZ AUTO PARTS INC.	\$182.10
	Invoice	Date	Description		Amount
	14508-496143	05/15/2024	Gloves, sealant, abrasive kits		\$182.10
106293	05/24/2024			SANTA CRUZ MUNICIPAL UTILITIES	\$298.09
	Invoice	Date	Description		Amount
	SCMU050824	05/08/2024	April water service for medians		\$298.09
106294	05/24/2024			SAVE OUR SHORES	\$1,456.00
	Invoice	Date	Description		Amount
	2024-079	05/16/2024	Quarterly beach clean up		\$1,456.00
106295	05/24/2024			SCC ENVIRONMENTAL HEALTH SVC	\$3,037.25
	Invoice	Date	Description		Amount
	IN0119572	05/16/2024	Capitola Community Center Permit Fee		\$1,856.00
	IN0119538	05/15/2024	Environmental cleanup oversight - McGregor Park		\$1,181.25
			1000 - General Fund		\$1,181.25
			1200 - Capital Improvement Fund		\$1,856.00
106296	05/24/2024			SENTINEL PRINTERS INC.	\$2,501.83
	Invoice	Date	Description		Amount
	309606	04/30/2024	No Parking signs		\$2,501.83

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106297	05/24/2024			SOQUEL CREEK WATER DISTRICT	\$7,535.89
	Invoice	Date	Description		Amount
	08-15299-0051324	05/13/2024	08-15299-00 Monterey Ave. water		\$80.44
	08-15562-0051324	05/13/2024	08-15562-00 Cliff and Fairview water service		\$80.44
	09-15964-0051324	05/13/2024	09-15964-00 Monterey Ave. Esplanade water		\$1,453.85
	06-14476-0050624	05/06/2024	06-14476-00 430 Kennedy Drive water service		\$145.88
	42-14952-0050624	05/06/2024	42-14952 Cortez Park irrigation		\$327.08
	42-15297-0050624	05/06/2024	42-15297-00 426 Capitola Ave irrigation		\$277.52
	42-15969-0050624	05/06/2024	42-15969-00 Lawn Way irrigation		\$162.53
	42-16122-0050624	05/06/2024	42-16122-00 Esplanade fountain irrigation		\$126.57
	42-10504-0050624	05/06/2024	42-10504-00 Cliff Drive irrigation		\$116.43
	42-11090-0050624	05/06/2024	42-11090-01 Capitola Road irrigation		\$277.52
	42-11467-0050624	05/06/2024	42-11467-00 Jade Street park irrigation		\$1,911.01
	42-11517-0050624	05/06/2024	42-11517-00 41st Avenue irrigation		\$277.52
	42-14404-0050624	05/06/2024	42-14404-00 Monterey Ave. Nobel Gulch Park irrigation		\$195.40
	42-16130-0050624	05/06/2024	42-16130-00 Wharf Road irrigation		\$116.43
	42-16136-0050624	05/06/2024	42-16136-00 1400 Wharf Road irrigation		\$117.07
	42-16407-0050624	05/06/2024	42-16407-00 Bay Ave. irrigation		\$116.43
	42-14431-0050624	05/06/2024	42-14431-00 Monterey Ave irrigation		\$1,520.91
	42-17688-0050624	05/06/2024	42-17688-00 Lawn Way irrigation 2		\$116.43
	42-18238-0050624	05/06/2024	42-18238-00 Capitola Road irrigation		\$116.43
			1000 - General Fund		\$7,418.82
			1311 - Wharf		\$117.07
106298	05/24/2024			STAPLES ADVANTAGE	\$222.71
	Invoice	Date	Description		Amount
	6002068451	05/02/2024	Bucket		\$8.27
	6002068453	05/02/2024	Laserprint paper		\$43.71
	6002190503	05/07/2024	Ink stamp		\$56.72
	6002253293	05/11/2024	Stamper, preinked stamp		\$61.21
	6002335516	05/14/2024	Copier paper		\$52.80
			1000 - General Fund		\$8.27
			2210 - ISF - Stores Fund		\$214.44
106299	05/24/2024			UPEC LIUNA LOCAL 792	\$1,060.50
	Invoice	Date	Description		Amount
	UPEC053124	05/08/2024	May UPEC dues		\$1,060.50
			1001 - Payroll Payables		

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106300	05/24/2024			US BANK PARS Acct 6746022400	\$572.38
	Invoice	Date	Description		Amount
	PARS051724	05/17/2024	PARS contributions PPE 5/11/24		\$572.38
			1001 - Payroll Payables		
106301	05/24/2024			VERIZON WIRELESS	\$2,686.83
	Invoice	Date	Description		Amount
	9963818524	05/10/2024	May telephone charges		\$2,686.83
106302	05/24/2024			WATSONVILLE BLUEPRINT	\$79.18
	Invoice	Date	Description		Amount
	116199	05/10/2024	City Wide Map for conference room		\$79.18
106303	05/24/2024			WESTERN EXTERMINATOR COMPANY	\$87.60
	Invoice	Date	Description		Amount
	60622938	05/15/2024	May City Hall rodent control		\$87.60
106304	05/24/2024			37TH PARALLEL	\$250.00
	Invoice	Date	Description		Amount
	37P051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106305	05/24/2024			ALFARO	\$250.00
	Invoice	Date	Description		Amount
	AL051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106306	05/24/2024			BARGETTO	\$250.00
	Invoice	Date	Description		Amount
	BA051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106307	05/24/2024			BOTTLE JACK	\$250.00
	Invoice	Date	Description		Amount
	BJ051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106308	05/24/2024			BURRELL SCHOOL	\$250.00
	Invoice	Date	Description		Amount
	BS051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106309	05/24/2024			CHARMANT VINEYARDS	\$250.00
	Invoice	Date	Description		Amount
	CV051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106310	05/24/2024			CHAUCERS	\$250.00
	Invoice	Date	Description		Amount
	CH051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106311	05/24/2024			CLO LA CHANCE	\$250.00
	Invoice	Date	Description		Amount
	CLC051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106312	05/24/2024			DEVON SALTER	\$250.00
	Invoice	Date	Description		Amount
	DS051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106313	05/24/2024			ENGLISH ALE	\$250.00
	Invoice	Date	Description		Amount
	EA051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106314	05/24/2024			HALLCREST	\$500.00
	Invoice	Date	Description		Amount
	HA051324	05/13/2024	Sip & Stroll Stipend		\$500.00
			1321 - BIA - Capitola Village-Wharf BIA		
106315	05/24/2024			KISSED BY THE ANGEL	\$250.00
	Invoice	Date	Description		Amount
	KBTA051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106316	05/24/2024			LEFT BEND	\$250.00
	Invoice	Date	Description		Amount
	LB051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106317	05/24/2024			LLAMA WINES	\$500.00
	Invoice	Date	Description		Amount
	LW051324	05/13/2024	Sip & Stroll Stipend		\$500.00
			1321 - BIA - Capitola Village-Wharf BIA		
106318	05/24/2024			MAYO CELLARS	\$250.00
	Invoice	Date	Description		Amount
	MC051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106319	05/24/2024			MJA VINEYARDS	\$250.00
	Invoice	Date	Description		Amount
	MV051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106320	05/24/2024			PELICAN RANCH	\$250.00
	Invoice	Date	Description		Amount
	PR051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106321	05/24/2024			RAFFAELLI	\$250.00
	Invoice	Date	Description		Amount
	RA051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106322	05/24/2024			REGAN VINEYARDS	\$250.00
	Invoice	Date	Description		Amount
	RV051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106323	05/24/2024			ROUDON SMITH	\$250.00
	Invoice	Date	Description		Amount
	RS051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		
106324	05/24/2024			SANTA CRUZ CIDER	\$250.00
	Invoice	Date	Description		Amount
	SCC051324	05/13/2024	Sip & Stroll Stipend		\$250.00
			1321 - BIA - Capitola Village-Wharf BIA		

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
106325	05/24/2024			SILVER MT.	\$250.00
	Invoice	Date	Description		Amount
	SM051324	05/13/2024	Sip & Stroll Stipend 1321 - BIA - Capitola Village-Wharf BIA		\$250.00
106326	05/24/2024			SONES	\$250.00
	Invoice	Date	Description		Amount
	SO051324	05/13/2024	Sip & Stroll Stipend 1321 - BIA - Capitola Village-Wharf BIA		\$250.00
106327	05/24/2024			STOCKWELL CELLARS	\$250.00
	Invoice	Date	Description		Amount
	SC051324	05/13/2024	Sip & Stroll Stipend 1321 - BIA - Capitola Village-Wharf BIA		\$250.00
106328	05/24/2024			WAR ROOM CELLARS	\$500.00
	Invoice	Date	Description		Amount
	WRC051324	05/13/2024	Sip & Stroll Stipend 1321 - BIA - Capitola Village-Wharf BIA		\$500.00
106329	05/24/2024			WARGIN WINES	\$250.00
	Invoice	Date	Description		Amount
	WW051324	05/13/2024	Sip & Stroll Stipend 1321 - BIA - Capitola Village-Wharf BIA		\$250.00
106330	05/24/2024			WRIGHT STATION VINEYARDS & WINERY	\$250.00
	Invoice	Date	Description		Amount
	WSVW051324	05/13/2024	Sip & Stroll Stipend 1321 - BIA - Capitola Village-Wharf BIA		\$250.00
Type Check Totals:					\$182,373.74
<u>EFT</u>					
1714	05/20/2024			CalPERS Member Services Division	\$64,586.43
	Invoice	Date	Description		Amount
	1002644372-5	05/17/2024	PERS contributions PPE 5/11/24		\$64,586.43
			1000 - General Fund		\$0.34
			1001 - Payroll Payables		\$64,586.09
1715	05/20/2024			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,461.80
	Invoice	Date	Description		Amount
	1-680-442-128	05/17/2024	State taxes PPE 5/11/24		\$10,461.80
			1001 - Payroll Payables		

City Checks Issued May 24, 2024

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1716	05/20/2024			INTERNAL REVENUE SERVICE	\$34,742.54
	Invoice	Date	Description		Amount
	53577443	05/17/2024	Federal taxes & Medicare PPE 5/11/24		\$34,742.54
			1001 - Payroll Payables		
1717	05/20/2024			STATE DISBURSEMENT UNIT	\$1,955.06
	Invoice	Date	Description		Amount
	48292980	05/17/2024	Employee garnishments PPE 5/11/24		\$1,955.06
			1001 - Payroll Payables		
1718	05/20/2024			VOYA FINANCIAL	\$8,103.89
	Invoice	Date	Description		Amount
	VOYA051724	05/17/2024	Employee 457 contributions PPE 5/11/24		\$8,103.89
			1001 - Payroll Payables		
1719	05/20/2024			CalPERS Member Services Division	\$200.00
	Invoice	Date	Description		Amount
	1002644370	05/17/2024	Late reporting fees		\$200.00
			1001 - Payroll Payables		

Type EFT Totals: \$120,049.72

Main City Totals	Count	Total
Checks	83	\$182,373.74
EFTs	6	\$120,049.72
All	89	\$302,423.46

Payroll Totals	Count	Total
Checks	0	\$0.00
EFTs	0	\$0.00
All	0	\$0.00

Grand Totals:	Count	Total
Checks	83	\$182,373.74
EFTs	6	\$120,049.72
All	89	\$302,423.46

Capitola City Council

Agenda Report

Meeting: June 13, 2024
From: Finance Department
Subject: City Investment Policy



Recommended Action: Approve the City's Administrative Policy Number III-1, Investment Policy as recommended by the Finance Advisory Committee.

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

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

Understanding the order of importance, the investment policy shall:

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

At the May 21, 2024, Finance Advisory Committee regular meeting, the committee reviewed the investment policy and recommended confirming it without any changes.

Staff has reviewed the investment policy for several other similarly sized cities and the proposed policy is consistent with the approach taken in those cities. In addition, the City's auditors review the Investment Policy and Investment Portfolio as part of their annual audit to ensure compliance with all state laws and regulations.

Fiscal Impact: None.

Attachments:

1. Administrative Policy Number III-1, Investment Policy

Report Prepared By: Report Prepared By: Jim Malberg

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AMENDING AMINISTRATIVE POLICY III-I – INVESTMENT POLICY**

WHEREAS, on May 9, 1996, the City Council adopted resolution number 2788 governing the investment of cash held in the City Treasury; and

WHEREAS, on August 24, 2023, adopted resolution number 4334 amending and affirming the City’s Investment Policy; and

WHEREAS, the City Council is required to annually affirm the City’s investment policy as part of the annual budget adoption process; and

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Capitola hereby approved Administrative Policy III-I – Investment Policy as shown on Exhibit A to this resolution; and

BE IT FURTHER RESOLVED that the City Treasurer is directed to invest cash held in the City Treasury in accordance with the City’s Investment Policy.

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

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

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk



ADMINISTRATIVE POLICY

Item 8 C.

Number: III-1
Issued: May 9, 1996
Revised: August 9, 2001
Jurisdiction: City Council

INVESTMENT POLICY

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

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

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

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

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

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


The following limitations shall apply to permitted investments:

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

Certificates of Deposit:

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

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



Jim Malberg, City Treasurer

Capitola City Council Agenda Report



Meeting: June 13, 2024
From: Finance Department
Subject: Year 2024-25 Appropriation Limit

Recommended Action: Adopt a resolution establishing the Fiscal Year 2024-25 appropriation limit.

Background: On November 6, 1979, California voters approved Proposition 4, commonly known as the Gann Initiative, establishing Article XIII B of the State Constitution. This proposition, which has been amended twice, places annual limits on the appropriation of tax proceeds that can be made, based on the 1978-79 base year and adjusted each year for population growth and cost-of-living factors. It precludes state and local government from retaining “excess” revenues above the appropriation limit and requires the state to reimburse local government for the cost of certain mandates.

The appropriations limit on the amount of revenue that can be spent applies only to tax proceeds. Charges for services, fees, grants, loans, donations, and other non-tax-based proceeds are excluded. The State Constitution requires that the City Council ratify the calculation factors and set the City’s appropriations limit for the following fiscal year prior to June 30 of each year.

Discussion: The Appropriations Limit for a given fiscal year is established in the months preceding the beginning of that fiscal year. California Revenue and Taxation Code, Section 2227, mandates that the State Department of Finance transmit an estimate of the percentage change in population to local governments. Capitola uses this percentage change in population factor for January 1, 2024, in conjunction with the County-issued “Change in California Per Capita Income” to calculate the Appropriation Factor used to determine the limit.

The 2024-25 calculation is:

Annual % change in City Population minus Exclusions	Change in California per capita Income	Appropriation Factor	FY 2023-24 Appropriation Limit	FY 2024-25 Appropriation Limit
0.9936	1.0362	1.0296	\$ 35,126,146	\$ 36,164,767

The 2024-25 Proposed Budget tax revenues are:

Source of Tax Revenue	2024-25 Proposed Budget
Sales Tax (1%)	\$ 6,286,590
District Taxes (Measures O & F)	2,222,060
Property Tax and In-Lieu	3,277,120
Transient Occupancy Tax	2,222,000
Document Transfer Tax	100,000
Franchise Taxes	698,500
Business License Tax	318,750
Cannabis Retail Tax	300,000
Interest Income from tax revenue	20,000
Total Tax Revenue	\$ 15,445,020

The 2024-25 percent of appropriations limit used is:

Fiscal Year ended:	2022-23	2023-24	2024-25
Appropriations Limit	\$ 34,079,286	\$ 35,126,146	\$ 36,164,767
Tax revenue	\$ 15,052,269	\$ 15,276,471	\$ 15,445,020
Remaining to limit	\$ 19,027,017	\$ 19,849,675	\$ 20,719,747
% of limit used	44.17%	43.49%	42.71%
Limit vs. prior year	\$ 1,365,138	\$ 1,046,860	\$ 1,038,621
Incr./(Decr.) vs. pr. yr.	4.2%	3.1%	3.0%

As shown in the tables above, Capitola tax revenues have historically been well below the Appropriations Limit and the FY 2024-25 Proposed Budget continues this trend.

Fiscal Impact: The appropriations limit increased \$1,038,621 (or 3.0%) to \$36 million from Fiscal Year 2023-24 to Fiscal Year 2024-25.

Attachments:

1. Resolution

Report Prepared By: Luis Ruiz, Accountant I

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
SETTING THE 2024-25 FISCAL YEAR APPROPRIATION LIMIT PURSUANT
TO ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION**

WHEREAS, before June 30 of each year, the City Council must select the factors to calculate the appropriation limit for the ensuing fiscal year and set the appropriation limit accordingly.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2024-25 Fiscal Year Appropriation Limit shall be \$36,164,767 calculated as follows:

Population change within the city:	0.9936
Change in California per capita Income	1.0362

2023-24 Appropriation Limit:	\$ 35,126,146
Adjustment Factor	<u>x 1.0296</u>
2024-25 Appropriation Limit:	<u>\$ 36,164,767</u>

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

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

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

Capitola City Council

Agenda Report



Meeting: June 13, 2024

From: City Manager Department

Subject: Criminal Justice Council of Santa Cruz County

Recommended Action: Authorize the City Manager to sign the third amendment to the Joint Exercise of Powers Agreement re-establishing the Criminal Justice County of Santa Cruz County to provide for a one-year extension through June 30, 2025.

Background: In 2011, the City Council approved the Joint Exercise of Powers Agreement Re-Establishing the CJC following discussions regarding collaborative efforts to address countywide gang prevention and intervention. The CJC has provided a forum for discussing and recommending programs and plans for solutions to criminal justice issues. The term of the agreement was extended for five years in 2016, extended for another three years in 2021 and expires on June 30, 2024.

The third amendment to the agreement (Attachment 4) would extend the CJC term for another year until June 30, 2025. During this term, the CJC will focus on inventorying behavioral health services among service providers in the community and issuing its fourth and final annual report. The CJC will also summarize key takeaways and recommendations from all four reports. More information on the CJC, and published reports, can be viewed online at <https://www.santacruzjic.org/>.

Discussion: Having accomplished its purpose and final report, the CJC anticipates it will phase out during Fiscal Year (FY) 2024-25 and sunset on June 30, 2025. Collaborative efforts will continue through other public safety and justice commissions, committees and advisory bodies, including the Commission on Justice and Gender, Community Corrections Partnership, Juvenile Justice Coordinating Council, and Juvenile Justice and Delinquency Prevention Commission.

Fiscal Impact: The CJC adopted a budget for FY 2024-25 at their May 9, 2024 meeting. The City's contribution will be \$3,000 for FY 2024-25.

Attachments:

1. Joint Exercise of Powers Agreement for the Criminal Justice Council
2. Amendment 1
3. Amendment 2
4. Amendment 3

Report Prepared By: Julia Gautho, City Clerk

Reviewed By: Samantha Zutler, City Attorney

Approved By: Jamie Goldstein, City Manager

**JOINT EXERCISE OF POWERS AGREEMENT
RE-ESTABLISHING THE CRIMINAL JUSTICE COUNCIL
OF SANTA CRUZ COUNTY**

This Agreement is entered into by and among the County of Santa Cruz and the Cities within the County of Santa Cruz, namely: Santa Cruz, Watsonville, Capitola and Scotts Valley.

RECITALS

- A. In 1986, the parties entered into a Joint Exercise of Powers Agreement for the purpose of creating the Criminal Justice Council of Santa Cruz County. That Agreement, by its terms, terminated in 1989. The parties intend to re-establish the Criminal Justice Council of Santa Cruz County and make this agreement effective upon its execution by the County of Santa Cruz and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley, and to include all of the incorporated territory of Santa Cruz County.
- B. Title One, Division 7, Chapter 5 of the Government Code of the State of California (Government Code Section 6500 et seq.) authorizes such a Joint Exercise of Powers Agreement of two or more public agencies for any power common to them.
- C. The parties possess in common the power to study, discuss, and recommend policies for the solution of criminal justice problems, and to design programs and develop plans for the expenditure of funds for their solution.

NOW, THEREFORE, the County of Santa Cruz, and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley, in consideration of the mutual promises and agreements herein contained, do agree as follows:

1. ORGANIZATION

The parties hereby create a separate agency to be known as the Criminal Justice Council of Santa Cruz, (hereinafter called "CJC") for the purposes of:

- a. Provide a more effective and efficient criminal justice system for the citizens of the Cities and County of Santa Cruz.
- b. Promote cooperation and coordination within the criminal justice system.
- c. Provide long-range planning for the criminal justice system in Santa Cruz County.
- d. Provide timely information on criminal justice matters, act as an advisory body to governmental entities in Santa Cruz County, and monitor and evaluate projects;
- e. Promote more efficient use of local resources to enhance capacity of criminal justice agencies and assist in obtaining new or additional revenues from outside the community.
- f. Promote the health and safety of the community.

CJC shall become an effective governmental unit pursuant to Government Code Section 6500 et seq., upon the execution of this agreement by and among Santa Cruz County and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley. As provided by law, the CJC shall be a public entity separate from the County and Cities party to this agreement, and it shall exist as such until such time as this agreement is terminated, as provided herein.

2. MEMBERSHIP OF THE GOVERNING BODY

The governing body of the CJC shall consist of twenty-six (26) members that shall include the following:

- a. Two (2) members of the Board of Supervisors designated by the Board;
- b. The CAO of the County or his/her designated representative;
- c. The Sheriff of the County;
- d. Four (4) Chiefs of Police; one for each City;
- e. The District Attorney of the County;
- f. The Chief Probation Officer of the County;
- g. Two (2) Judges designated by the Judges of the Superior Court of the County;
- h. One (1) member selected by the primary Public Defender's Office;
- i. The County Superintendent of Schools;
- j. The Mental Health Director;
- k. Two (2) representatives selected by the City Council of each City. One representative must be a member of the City Council; the other may be a member of the City Council, the City Manager, or the person who acts as the City Manager in the City Manager's absence;
- l. Two (2) representatives of non-profit agencies related to the criminal justice system selected by the CJC; and
- m. The President of Cabrillo College

3. TERMS OF MEMBERSHIP

All members holding membership solely by the office or position held by them, shall be members of the CJC or so long as they hold such office or position and for so long as such office or position constitutes the basis for such CJC membership. Other members shall serve for a period of three (3) years.

4. GENERAL POWERS

The CJC shall have the power to do the following in its own name: to sue and be sued; to make and enter into contracts; to employ agents and employees; to incur debts, liabilities, and obligations necessary to accomplish the purposes of this agreement; and to exercise any power common to the parties hereto and to advise the parties in the exercise of individual powers possessed by the parties, provided that such powers are exercised in furtherance of the purposes of this agreement. The CJC shall have no power or authority to bind any of the parties to this agreement individually to any debt, liability, or obligation. The CJC shall have no power to exercise any of the policy or taxing powers of any of the parties hereto.

5. SPECIFIC PURPOSE OF POWERS

Purpose

The CJC shall endeavor:

- a. To provide long-range planning for the criminal justice system in Santa Cruz County;
- b. To provide a more effective and efficient criminal justice system for the citizens of the Cities and the County of Santa Cruz;
- c. To promote cooperation and coordination within the criminal justice system;
- d. To provide timely information on criminal justice matters, act as an advisory body to governmental entities in Santa Cruz County, and monitor and evaluate projects;
- e. To appoint and assume responsibility for staff;
- f. To review and approve the budget prepared for the CJC ;
- g. To form committees to assist in planning, analysis, policy and goal recommendations, and such other functions as the CJC deems necessary;
- h. To establish such bylaws and rules and regulations as may be necessary for its operation and the conduct of its business;
- i. To accept and expend funds (by contract or otherwise) for purposes consistent with the provisions hereof, which funds may be provided by the parties, United States Government, the State of California, or any subdivision thereof, or from any other person, agency or organization, whether public, private, for the purposes specified herein, and maintain at all times a complete and accurate system of accounting for such funds;
- j. To receive, accept and utilize the services of personnel offered by any of the parties to this agreement, or their representatives or agents; receive, accept and utilize property, real or personal, from any of the parties to this agreement, or their agents or representatives;
- k. To perform other functions in accordance with local policy.

6. BUDGET AND FINANCE

- a. Before the CJC may spend any funds it shall adopt a budget showing the purpose for which the funds will be expended, and source of such funds.
- b. The Santa Cruz County Treasurer's Office shall be the depository of all CJC funds and the County Treasurer shall be their custodian. The Auditor and Controller of the CJC shall be the Santa Cruz County Auditor-Controller. The duties of the Santa Cruz County Treasurer and Santa Cruz County Auditor-Controller shall be those found in Government Code Section 6505 et seq.
- c. In consideration of the mutual promises herein contained, it is hereby mutually agreed that the costs of maintaining the Council for the initial fiscal year (2011-12) commencing July 1, 2011 shall be pursuant to the budget (Attachment A) and shall be financed as provided in said Attachment.
- d. The CJC shall make available to each party an accounting report at least annually of all funds received and disbursed.

- e. Upon termination of this agreement or termination of the CJC property, any surplus money of the CJC shall be returned to the parties hereto in the same proportions as such parties made contributions to the CJC.
- f. The Executive Director of the CJC is designated as property custodian of the CJC. Every officer or employee of the CJC authorized to receive, account for or expend any funds shall file a bond in the sum of \$10,000.00. This requirement may be met by one or more blanket bonds.

7. INSURANCE

It is understood that the CJC assumes all responsibility for liabilities arising out of acts or omissions of its members, officers, agents or employees. CJC shall maintain insurance as set forth below:

- a. Worker's Compensation in the minimum statutorily required coverage amounts.
- b. Automobile Liability Insurance for each of vehicle used in the performance of this Agreement, including owned, non-owned (e.g. owned by employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.
- c. Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

8. EFFECTIVE DATE AND TERM

This agreement shall be in full force and effect upon the date of execution by the County and all Cities within the County. Absent an agreement to extend the terms of this agreement, this agreement will terminate on June 30, 2016.

9. WITHDRAWAL OF PARTIES

Upon ninety (90) days written notice to all parties, any party may request to withdraw from its status as a party to this agreement, provided that such party has either discharged, or has arranged to the satisfaction of the remaining parties for the discharge of any pending obligations it has assumed hereunder. A party to this agreement will incur no liability for any obligation created after the effective date of such party's withdrawal.

10. AMENDMENTS

This agreement may be amended at any time by the written agreement by and among the County and signatory City governments.

11. LEGALITY OF AGREEMENT

Should any portion, term condition or provision of this agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, or provisions shall not be affected thereby.

WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated: 10/4/11

Approved as to form: [Signature]

By: [Signature]

CITY OF SANTA CRUZ

Dated: _____

Approved as to form: _____

By: _____

CITY OF WATSONVILLE

Dated: _____

Approved as to form: _____

By: _____

CITY OF CAPITOLA

Dated: _____

Approved as to form: _____

By: _____

CITY OF SCOTTS VALLEY

Dated: _____

Approved as to form: _____

By: _____

WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated:

Approved as to form:

By: _____

By: _____

CITY OF SANTA CRUZ

Dated:

Approved as to form:

By: _____

By: _____

CITY OF WATSONVILLE

Dated:

Approved as to form:

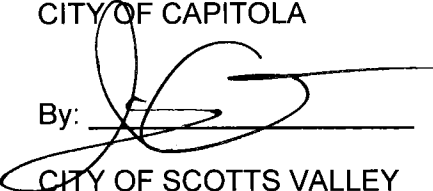
By: _____

By: _____

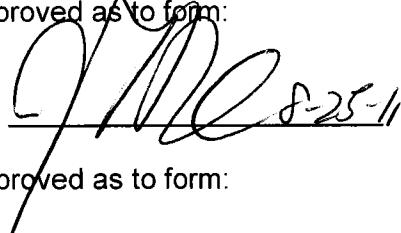
CITY OF CAPITOLA

Dated:

Approved as to form:

By:  _____

8/21/11

By:  8-25-11

CITY OF SCOTTS VALLEY

Dated:

Approved as to form:

By: _____

By: _____

WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated:

Approved as to form:

By: _____


By: _____

CITY OF SANTA CRUZ

Dated:

Approved as to form:

By:  8-29-11

By:  8-25-11

CITY OF WATSONVILLE

Dated:

Approved as to form:

By: _____

By: _____

CITY OF CAPITOLA

Dated:

Approved as to form:

By: _____

By: _____

CITY OF SCOTTS VALLEY

Dated:

Approved as to form:

By: _____

By: _____

WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ

Dated:

Approved as to form:

By: _____

By: _____

CITY OF SANTA CRUZ

Dated:

Approved as to form:

By: _____

By: _____

CITY OF WATSONVILLE

Dated:

Approved as to form:

By: _____

By: _____

CITY OF CAPITOLA

Dated:

Approved as to form:

By: _____

By: _____

CITY OF SCOTTS VALLEY

Dated:

Approved as to form:

By: *Stephen H. Ando*
Stephen H. Ando
City Manager

9-7-2011

By: *Kirsten Powell*
Kirsten Powell
City Attorney

28

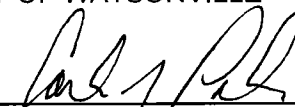
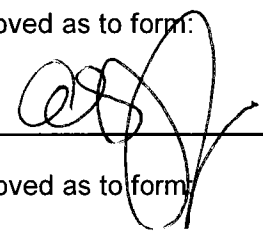
WHEREFORE, the undersigned as authorized representatives of the parties hereto have hereunto set their hands.

COUNTY OF SANTA CRUZ Dated: Approved as to form:

By: _____ _____ By: _____

CITY OF SANTA CRUZ Dated: Approved as to form:

By: _____ _____ By: _____

CITY OF WATSONVILLE Dated: Approved as to form:
By:  10/15/11 By: 

CITY OF CAPITOLA Dated: Approved as to form:

By: _____ _____ By: _____

CITY OF SCOTTS VALLEY Dated: Approved as to form:

By: _____ _____ By: _____

AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT
RE-ESTABLISHING THE CRIMINAL JUSTICE COUNCIL
OF SANTA CRUZ COUNTY

WHEREAS, the Criminal Justice Council of Santa Cruz County ("CJC") was re-established in 2011 to create a forum for the discussion and recommendation of policies, programs and plans for solutions to criminal justice issues; and

WHEREAS, the CJC was established pursuant to the Joint Exercise of Powers Act of the State of California, constituting Chapter 5, Division 7 of Title 1 of the Government Code of the State of California (Sections 6500 et seq.); and

WHEREAS, the "Joint Exercise of Powers Agreement Re-Establishing the Criminal Justice Council of Santa Cruz County" ("Agreement") was entered into by the County and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley in October 2011; and

WHEREAS, Section 10 of said Agreement authorizes amendments at any time by the written agreement by and among the County and signatory City governments.

NOW, THEREFORE, the County of Santa Cruz and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley agree to amend said Agreement as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

1. ORGANIZATION

The parties hereby create a separate agency to be known as the Criminal Justice Council of Santa Cruz, (hereinafter called "CJC") for the purposes of:

- a. Provide a more effective and efficient criminal justice system for the citizens of the Cities and County of Santa Cruz.
- b. Promote cooperation and coordination within the criminal justice system.
- c. Support and facilitate collaborative efforts to address countywide gang and violent crime prevention and intervention.
- d. Provide timely information on criminal justice matters, act as an advisory body to governmental entities in Santa Cruz County, and monitor and evaluate projects.
- e. Promote more efficient use of local resources to enhance capacity of criminal justice agencies and assist in obtaining new or additional revenues from outside the community.
- f. Promote the health and safety of the community.

CJC shall become an effective governmental unit pursuant to Government Code Section 6500 et seq., upon the execution of this agreement by and among Santa Cruz County and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley. As provided by law, the CJC shall be a public entity separate from the County and Cities party to this agreement, and it shall exist as such until such time as this agreement is terminated, as provided herein.

2. Section 8 of the Agreement is hereby amended to read as follows:

8. EFFECTIVE DATE AND TERM

This agreement shall be in full force and effect upon the date of execution by the County and all Cities within the County. Absent an agreement to extend the terms of this agreement, this agreement will terminate on June 30, 2021.

All other provisions of said Agreement shall remain the same.

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COUNTY OF SANTA CRUZ
By: [Signature]
Dated: 6-20-17

Approved as to form:
[Signature]

CITY OF SANTA CRUZ
By: _____
Dated: _____

Approved as to form:

CITY OF WATSONVILLE
By: _____
Dated: _____

Approved as to form:

CITY OF CAPITOLA
By: _____
Dated: _____

Approved as to form:

CITY OF SCOTTS VALLEY
By: _____
Dated: _____

Approved as to form:

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COUNTY OF SANTA CRUZ

Approved as to form:

By: _____

Dated: _____

CITY OF SANTA CRUZ

Approved as to form:

By:  _____

Dated: 6/20/17

CITY OF WATSONVILLE

Approved as to form:

By: _____

Dated: _____

CITY OF CAPITOLA

Approved as to form:

By: _____

Dated: _____

CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

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Approved as to form:

By: _____

Dated: _____

CITY OF SANTA CRUZ

Approved as to form:

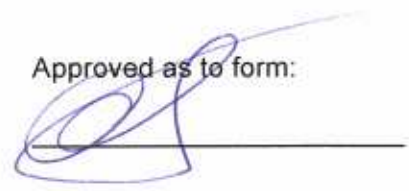
By: _____

Dated: _____

CITY OF WATSONVILLE

Approved as to form:

By: _____



Dated: 6/20/21

CITY OF CAPITOLA

Approved as to form:

By: _____

Dated: _____

CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

Dated: _____

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By: _____

Dated: _____

CITY OF SANTA CRUZ

Approved as to form:

By: _____

Dated: _____

CITY OF WATSONVILLE

Approved as to form:

By: _____

Dated: _____

CITY OF CAPITOLA

Approved as to form:

By: _____

Dated: 6/13/17

CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

Dated: _____

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By: _____
Dated: _____

Approved as to form:

CITY OF SANTA CRUZ
By: _____
Dated: _____

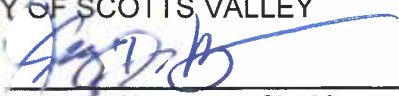
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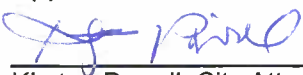
CITY OF WATSONVILLE
By: _____
Dated: _____

Approved as to form:

CITY OF CAPITOLA
By: _____
Dated: _____

Approved as to form:

CITY OF SCOTTS VALLEY
By: 
Jenny D. Haruyama, City Manager
Dated: May 17, 2017

Approved as to form:

Kirsten Powell, City Attorney

SECOND AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT
RE-ESTABLISHING THE CRIMINAL JUSTICE COUNCIL
OF SANTA CRUZ COUNTY

WHEREAS, the Criminal Justice Council of Santa Cruz County ("CJC") was re-established in 2011 to create a forum for the discussion and recommendation of policies, programs and plans for solutions to criminal justice issues; and

WHEREAS, the CJC was established pursuant to the Joint Exercise of Powers Act of the State of California, constituting Chapter 5, Division 7 of Title 1 of the Government Code of the State of California (Sections 6500 et seq.); and

WHEREAS, the "Joint Exercise of Powers Agreement Re-Establishing the Criminal Justice Council of Santa Cruz County" ("Agreement") was entered into by the County and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley in October 2011; and

WHEREAS, Section 10 of the Agreement authorizes amendments at any time by the written agreement by and among the County and signatory City governments;

NOW, THEREFORE, the County of Santa Cruz and the Cities of Santa Cruz, Watsonville, Capitola and Scotts Valley agree to amend the Agreement as follows.

Section 8 of the Agreement is amended to read:

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COUNTY OF SANTA CRUZ
By: *[Signature]*
Dated: 6-21-21

Approved as to form:
[Signature] 5/19/21
JACON M. HEATH
COUNTY COUNSEL

CITY OF SANTA CRUZ

Approved as to form:

By: _____

Dated: _____

CITY OF WATSONVILLE

Approved as to form:

By: _____

Dated: _____

CITY OF CARITOLA

Approved as to form:

By: Jamie Goldstein
D05A0A7D500040E...

Samantha W. Butler
8ACC12B54AFB4B4...

Dated: 5/28/2021

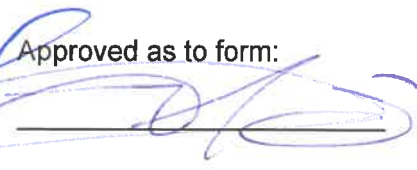
CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

Dated: _____

CITY OF SANTA CRUZ

Approved as to form:


By: 

Dated: 6/28/2021

CITY OF WATSONVILLE

Approved as to form:

By: _____

Dated: _____

CITY OF CAPITOLA

Approved as to form:

By: _____

Dated: _____

CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

Dated: _____

CITY OF SANTA CRUZ

Approved as to form:

By: _____

Dated: _____

CITY OF WATSONVILLE

Approved as to form:

By: _____

Dated: _____

CITY OF CAPITOLA

Approved as to form:

By: _____

Dated: _____

CITY OF SCOTTS VALLEY

Approved as to form:

DocuSigned by:
By: Tina Friend
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6/3/2021

DocuSigned by:
Kirsten Powell
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Dated: _____

CITY OF SANTA CRUZ

Approved as to form:

By: _____

Dated: _____

CITY OF WATSONVILLE

Approved as to form:

By: *Matthew D. Huffaker*
DocuSigned by:
AFDB6FAF889C445...

Dated: 9/2/2021 | 4:24 PM PDT

CITY OF CAPITOLA

Approved as to form:

By: _____

Dated: _____

CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

Dated: _____

THIRD AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT
RE-ESTABLISHING THE CRIMINAL JUSTICE COUNCIL
OF SANTA CRUZ COUNTY

WHEREAS, the Criminal Justice Council of Santa Cruz County (“CJC”) was re-established in 2011 to create a forum for the discussion and recommendation of policies, programs and plans for solutions to criminal justice issues; and

WHEREAS, the CJC was established pursuant to the Joint Exercise of Powers Act of the State of California, constituting Chapter 5, Division 7 of Title 1 of the Government Code of the State of California (Sections 6500 et seq.); and

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Approved as to form:

By: _____

Dated: _____

CITY OF SANTA CRUZ

Approved as to form:

By: _____

Dated: _____

CITY OF WATSONVILLE

Approved as to form:

By: _____

Dated: _____

CITY OF CAPITOLA

Approved as to form:

By: _____

Dated: _____

CITY OF SCOTTS VALLEY

Approved as to form:

By: _____

Dated: _____

Capitola City Council

Agenda Report

Meeting: June 13, 2024

From: Public Works Department

Subject: Construction Contract for Wharf Improvements



Recommended Action: 1) By motion, authorize the City Manager to execute Amendment 1 to the Professional Services Agreement with Fuse Architects, Inc. in the amount of \$37,000, for a total contract amount of \$73,100, for the final design of the Wharf Enhancement Project; and 2) Adopt a resolution authorizing the City Manager to execute a sole source Professional Services Agreement with Fuse Architects, Inc. in the amount of \$199,325 for fabrication and installation of Capitola Wharf enhancements.

Background: The Capitola Wharf is currently undergoing significant renovations as part of the Wharf Resiliency and Public Access Project (Wharf Project). This project focuses on widening the Wharf, addressing failing pilings, replacing the deck, and adding new restroom facilities to improve the Wharf's long-term resilience. Construction by Cushman Contracting began in September 2023 and is nearing completion.

At the Special Planning Commission Meeting on Wednesday, March 27, 2024, the Planning Commission approved an amendment to Permit #20-0141, which includes a Design Permit and Conditional Use Permit for the rehabilitation, repair, and expansion of the historic Capitola Wharf to include the following elements:

Entry Archway: The updated design maintains the look and materials of the existing archway with the lettering of Capitola Wharf in similar font, materials, and ornamentation. The two pillars flanking the entryway will incorporate tiled mosaic panels on the front, interior side, and back.

Rolling Gate: A simple eight-foot-tall vertical gate is proposed to close off the Wharf during emergencies. The metal gate will slide to the side and typically be located between the new restrooms and the guard rail.

Donor Panels: Installation of a donor wall recognizing members of the Capitola community who helped fund the Capitola Wharf Enhancement Project (CWEP) includes seven 2 feet wide by 3 feet tall panels on the Wharf railing after the bathroom on the right, overlooking Hoopers Beach.

Bathroom: The current restroom building will be wrapped in pressed bamboo.

Discussion: The City has contracted Fuse Architects, Inc. to finalize the project design, incorporating refined architectural plans, including site layout, floor plans, framing plans, exterior elevations, and relevant construction details.

With the project now ready for construction, staff recommends Fuse Architects, Inc., a design-build firm, for construction of the project, given their intimate knowledge of the project and ability to adhere to the desired timeline for completing construction.

Construction involves additional design coordination work, necessitating amendments to the design contract.

Fiscal Impact: The construction costs for this project total \$199,325, summarized in the table below.

Item Name	Total
0.00 - Mobilization	\$31,825.00
1.00 - Entry Arch	\$98,300.00
2.00 - Donor Walls	\$19,000.00
4.00 - Bathrooms Siding	\$30,000.00
5.00 - Supervision	\$20,200.00
Project Total	\$199,325.00

The Wharf Project currently has sufficient funds to cover these costs.

Attachments:

1. Approved Plan Set
2. Fuse Architects, Inc. Contract Amendment No. 1
3. Agreement Fuse Architects, Inc. for Construction of Capitola Wharf Improvements

Report Prepared By: Jessica Kahn, Public Works Director

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

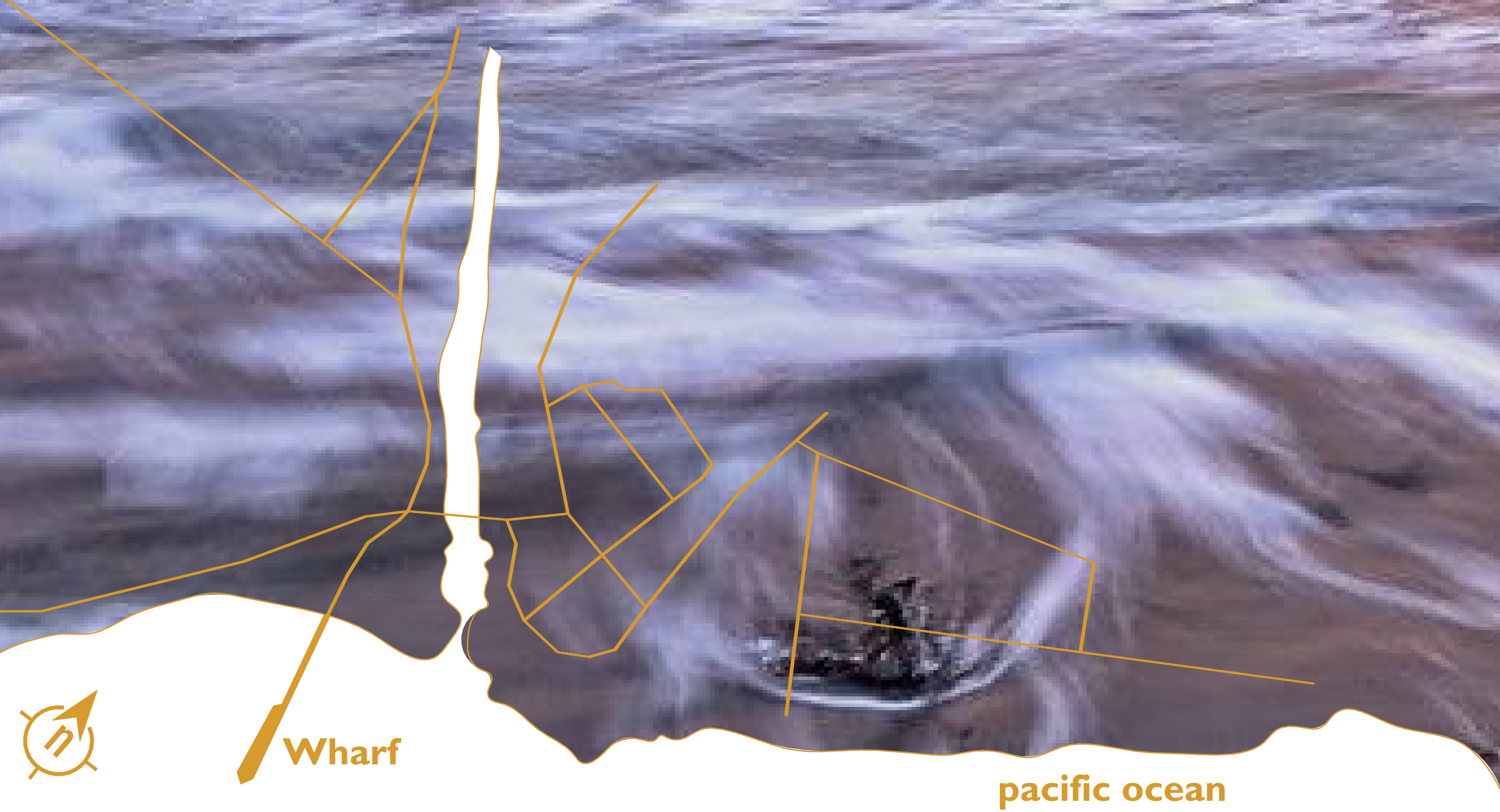
Approved By: Jamie Goldstein, City Manager

DRAWING INDEX

SHEET NUMBER	SHEET NAME
A0	COVER SHEET
A1.0	WHARF SITE PLAN - OVERALL
A1.1	ENLARGED WHARF SITE PLAN - SECTION 01
A1.2	ENLARGED WHARF SITE PLAN - SECTION 02
A1.3	ENLARGED WHARF SITE PLAN - SECTION 03
A1.4	ENLARGED WHARF SITE PLAN - SECTION 04
A1.5	ENLARGED WHARF SITE PLAN - SECTION 05
A1.5	ENLARGED WHARF SITE PLAN - SECTION 06
A1.5	ENLARGED WHARF SITE PLAN - SECTION 07
A2	REVISED SCHEMATIC - WHARF ENTRY
A3	WHARF ENTRY
A4	DONOR PANEL LAYOUT

ARCHITECT / APPLICANT

FUSE ARCHITECTS + BUILDERS
 512 CAPITOLA AVENUE
 CAPITOLA, CA 95010
 C: DAN GOMEZ
 T: (831) 479-9295
 E: GOMEZ@FUSEARCHITECTURE.COM

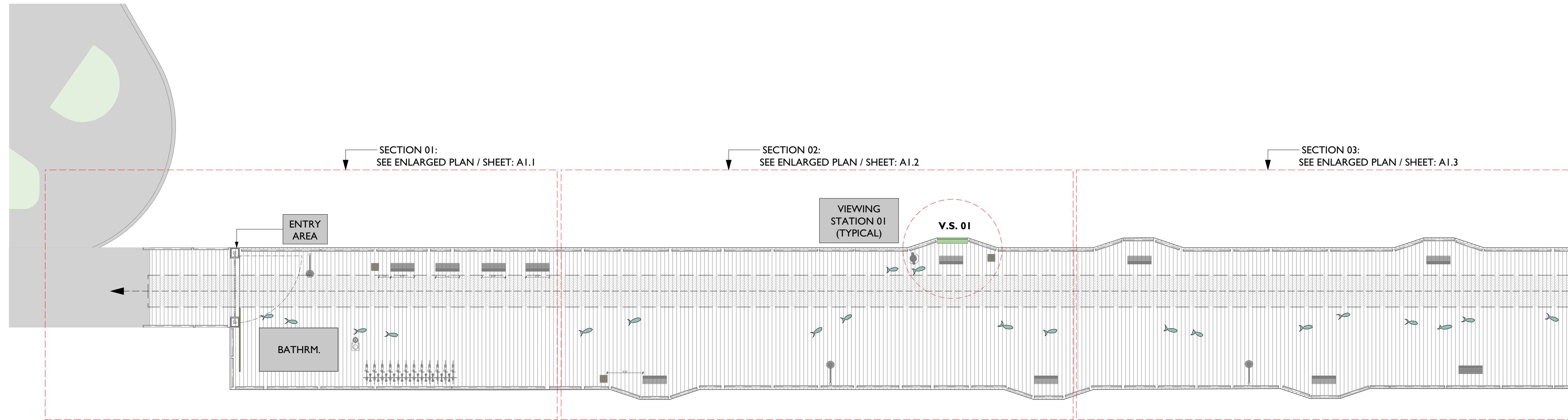


CAPITOLA WHARF ENTRY GATE

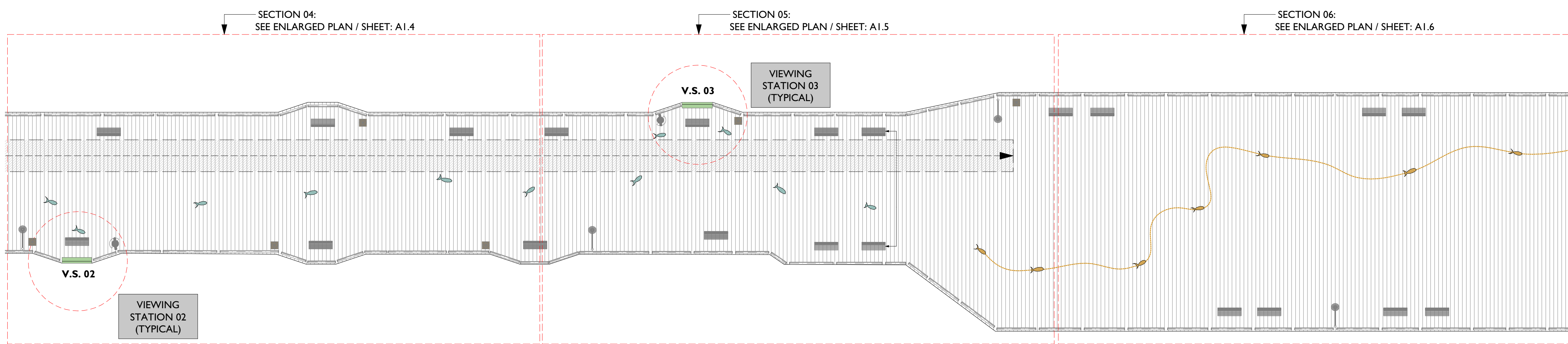
CITY OF CAPITOLA CAPITOLA CALIFORNIA
 SCHEMATIC DESIGN - CONCEPTUAL PLAN
 MARCH 21, 2024

CAPITOLA WHARF

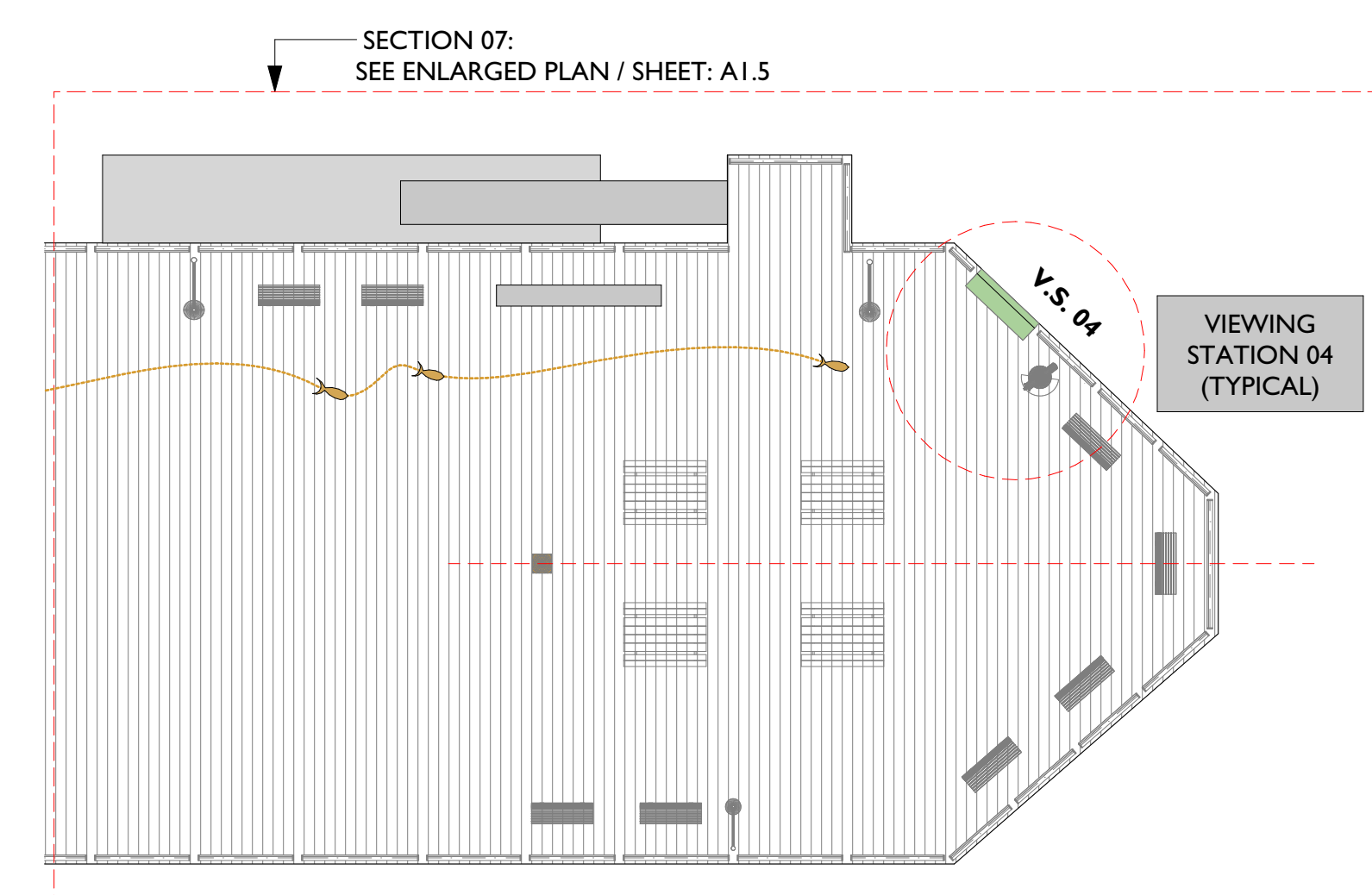
1400 Wharf Rd -Capitola
CA, 95010



OVERALL WHARF SITE MAP / SECTION #01 THROUGH #03



OVERALL WHARF SITE MAP - SECTION: #04 THROUGH #06



OVERALL WHARF SITE MAP - SECTION: #07

KEYNOTES

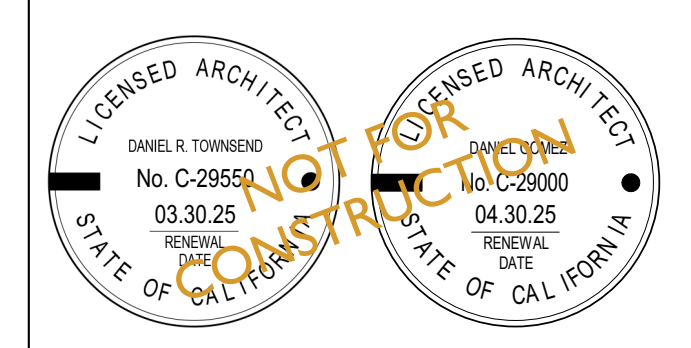
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- <E> ROOFING @ BATHROOM

KEY NOTES

Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



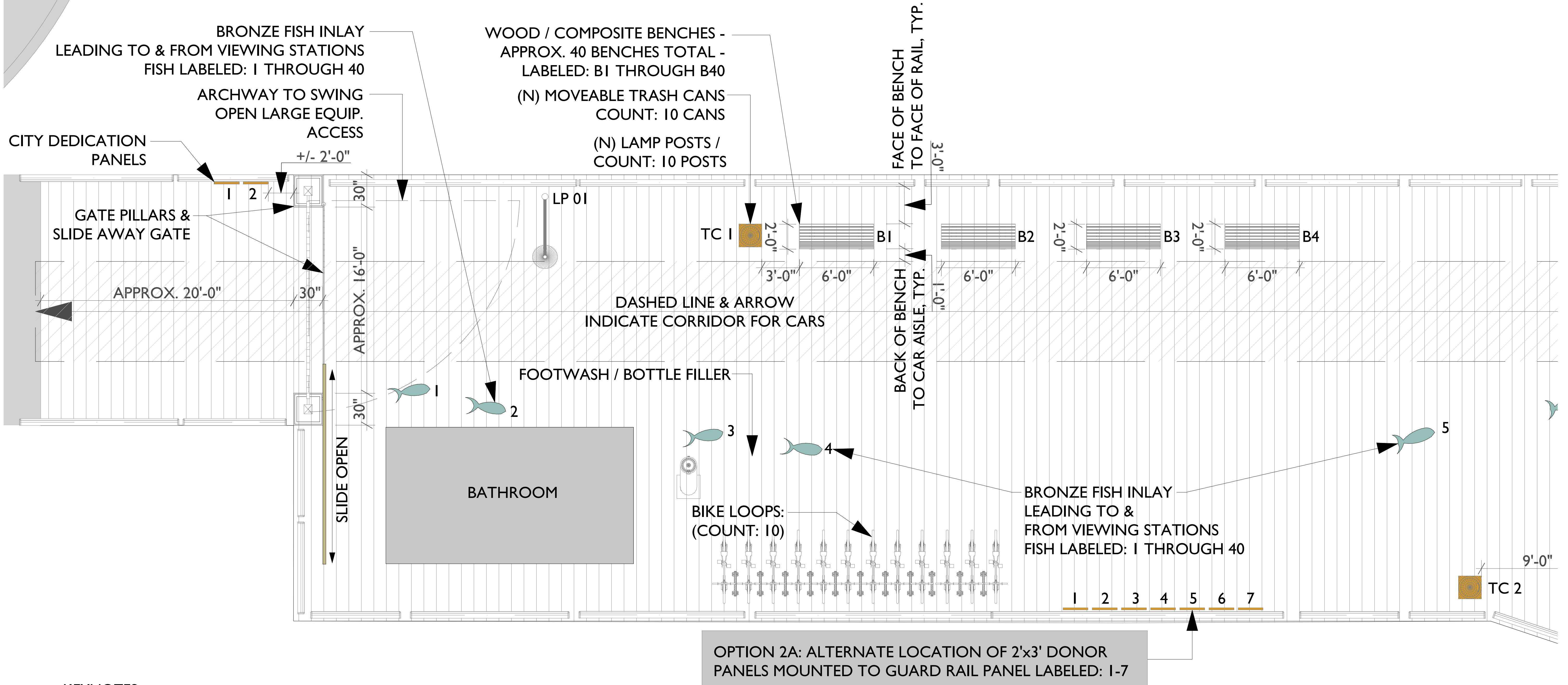
Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
WHARF SITE PLAN - OVERALL

Scale
As Indicated





KEYNOTES

-  <E> ASPHALT
-  <E> WATER
-  <E> ROOFING @ BATHROOM
-  <N> WOOD DECKING
-  <N> CAR DRIVE PATH

2

SITE PLAN SECTION 01

1/4" = 1'-0"

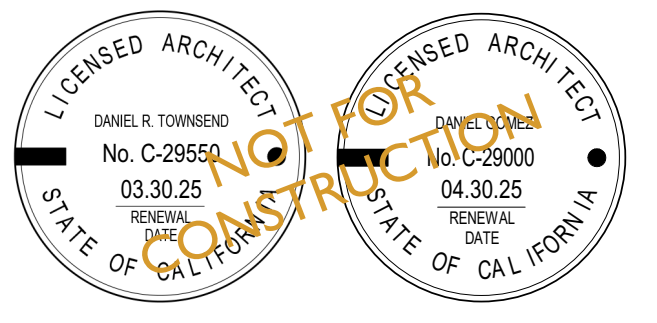
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- LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
- PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
- FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.

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Seal/ Signature



Project Name
 Capitola Wharf

Accessor's Parcel Number
 APN #: 123-456-78

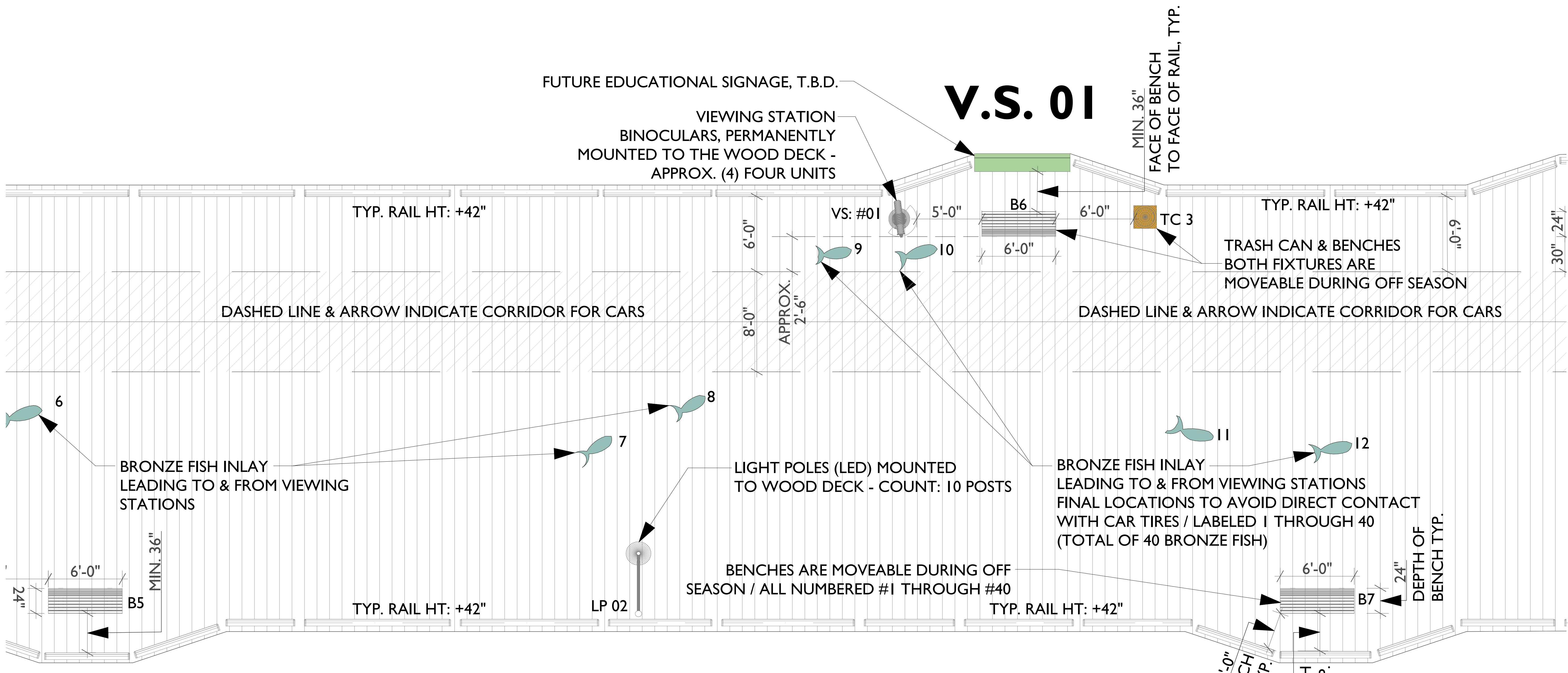
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 ENLARGED WHARF SITE PLAN - SECTION 01

Scale
 As Indicated



CAPITOLA WHARF

1400 Wharf Rd -Capitola CA, 95010



SITE PLAN SECTION 02 1/4" = 1'-0"

KEYNOTES

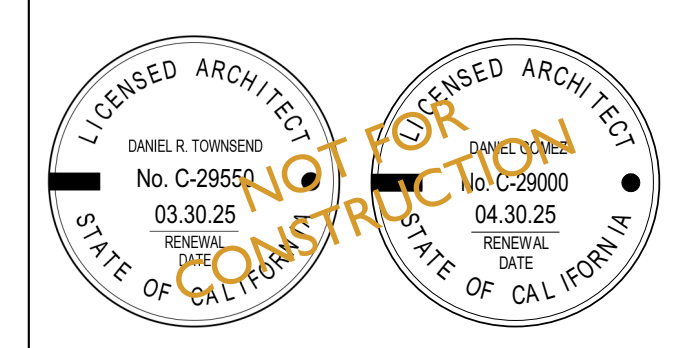
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Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

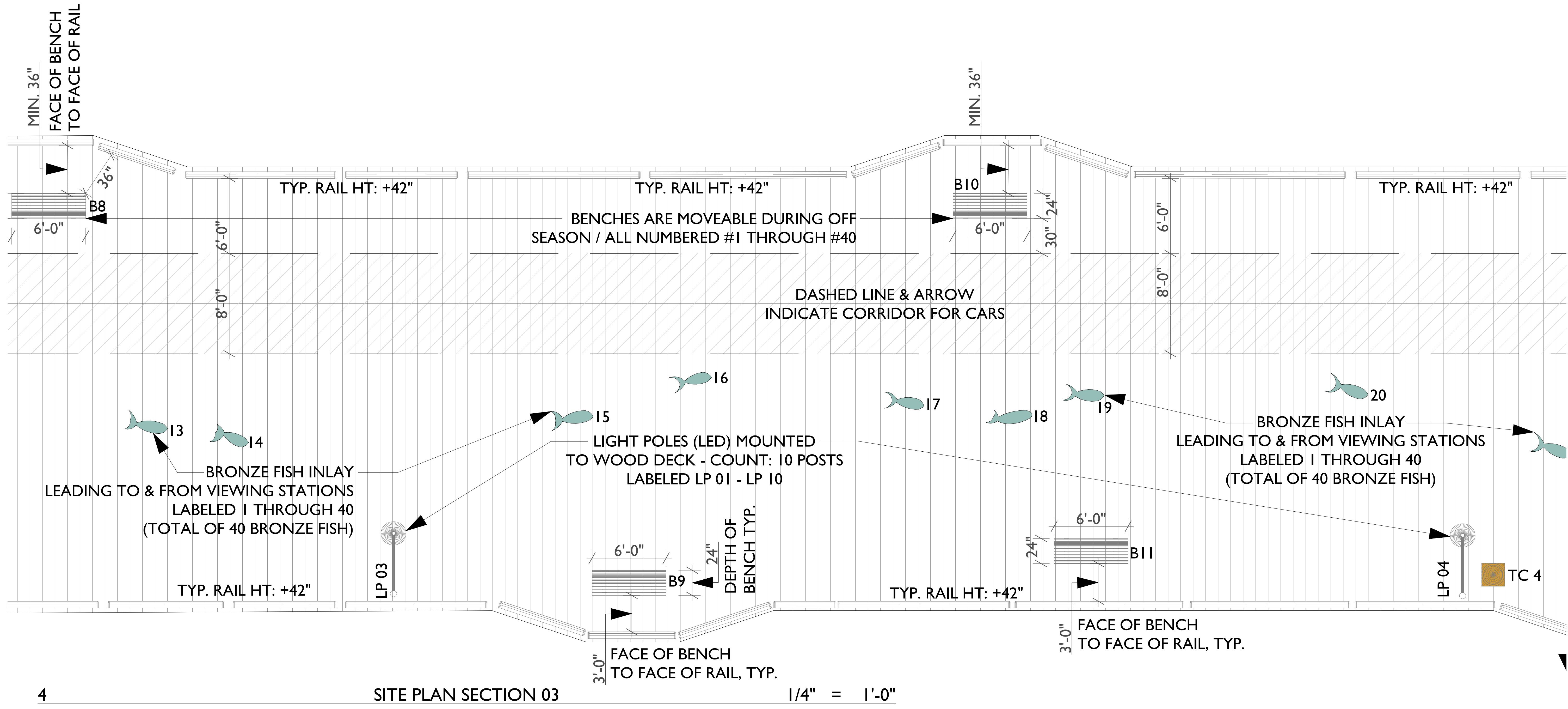
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Scale
As Indicated



CAPITOLA WHARF

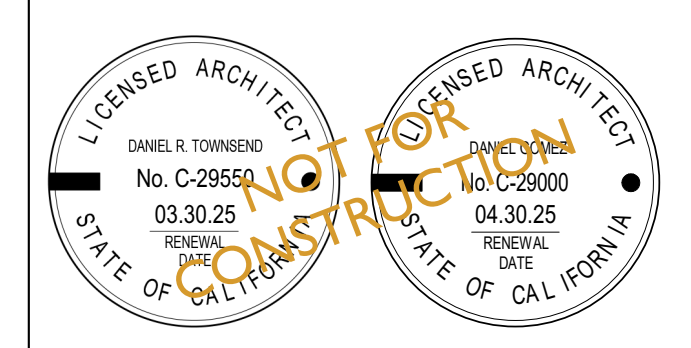
1400 Wharf Rd -Capitola
CA, 95010



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Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
ENLARGED WHARF SITE PLAN - SECTION 03

Scale
As Indicated



KEYNOTES

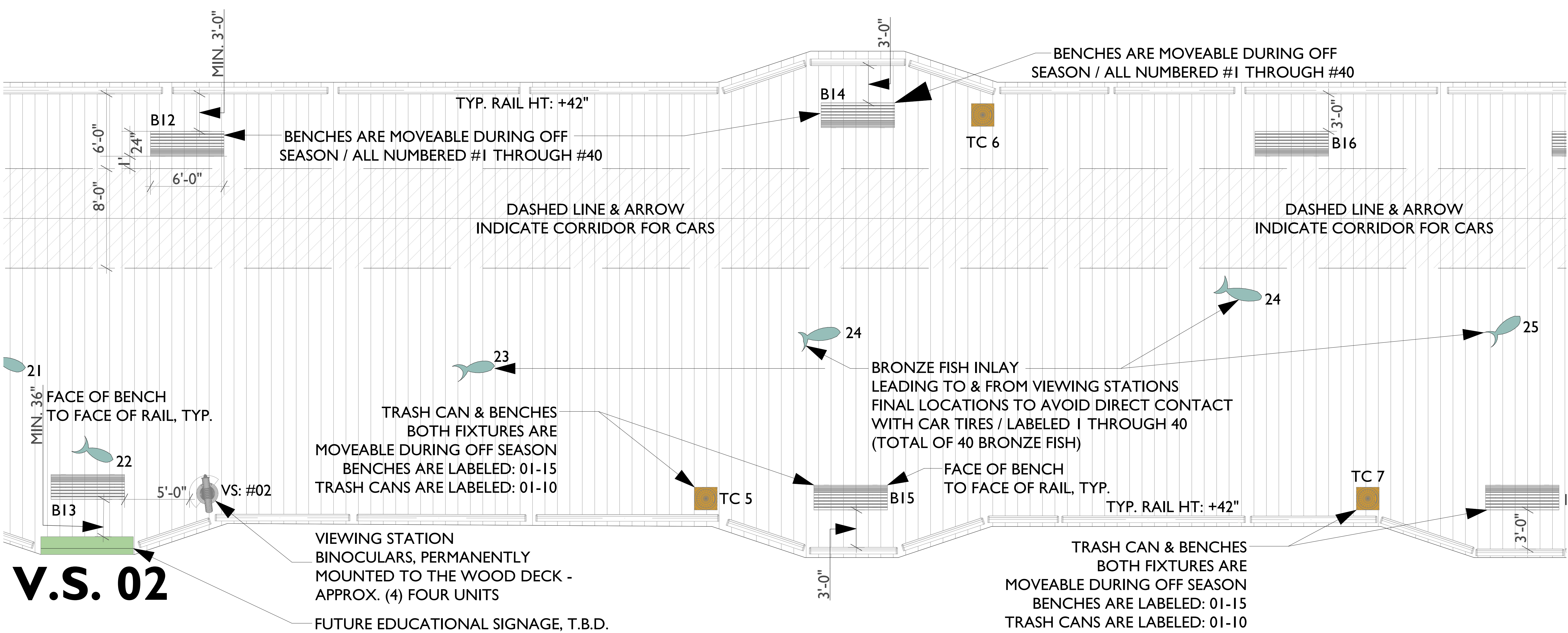
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CAPITOLA WHARF

1400 Wharf Rd -Capitola
CA, 95010



V.S. 02

KEYNOTES

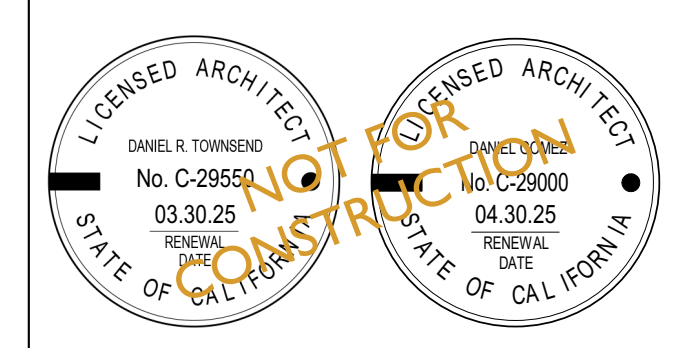
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1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

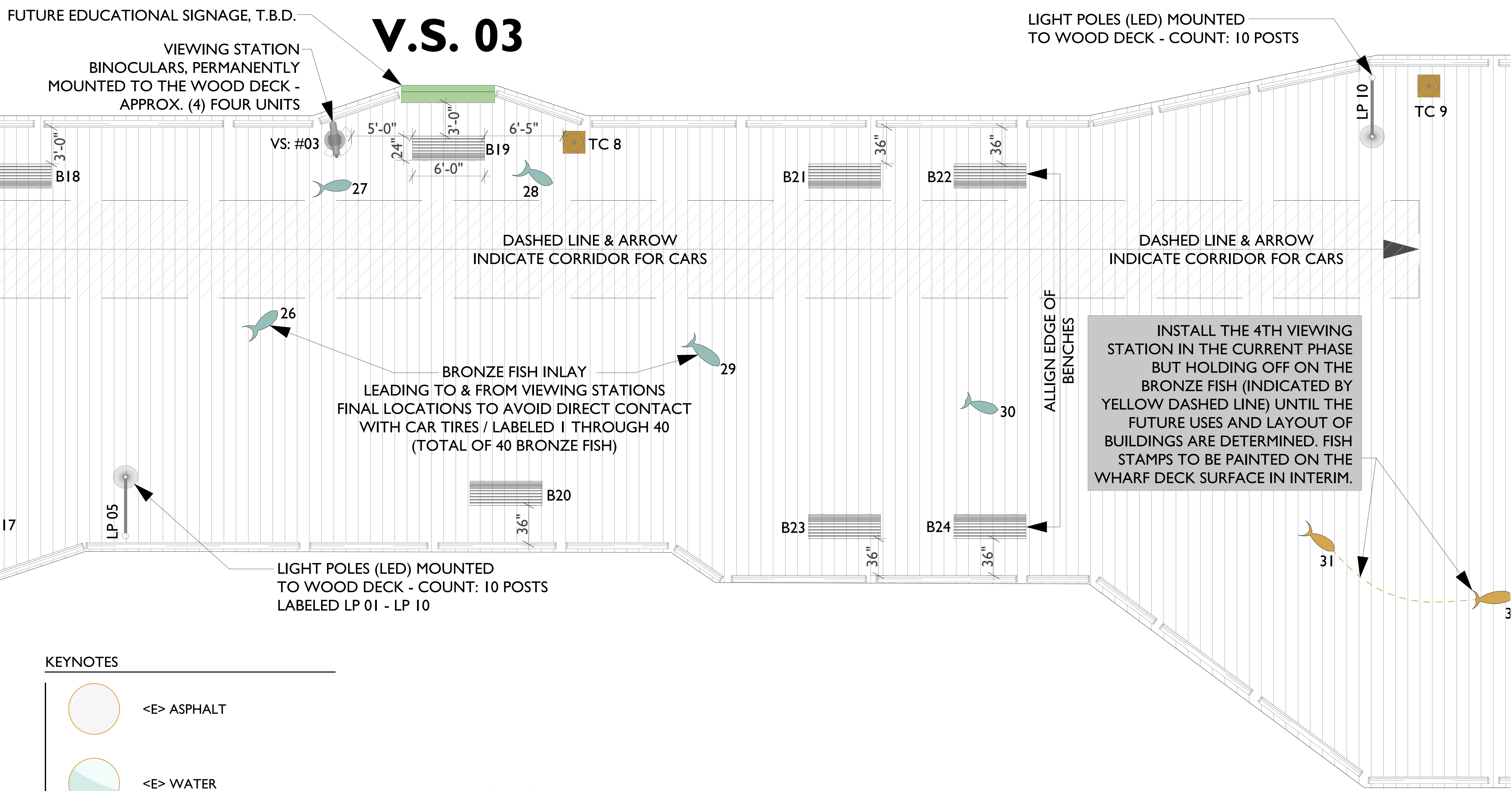
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Scale
As Indicated



CAPITOLA WHARF

1400 Wharf Rd -Capitola CA, 95010



KEYNOTES

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- <N> CAR DRIVE PATH

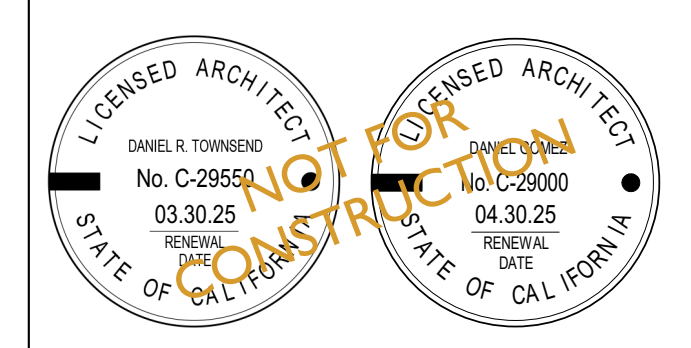
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Seal/ Signature



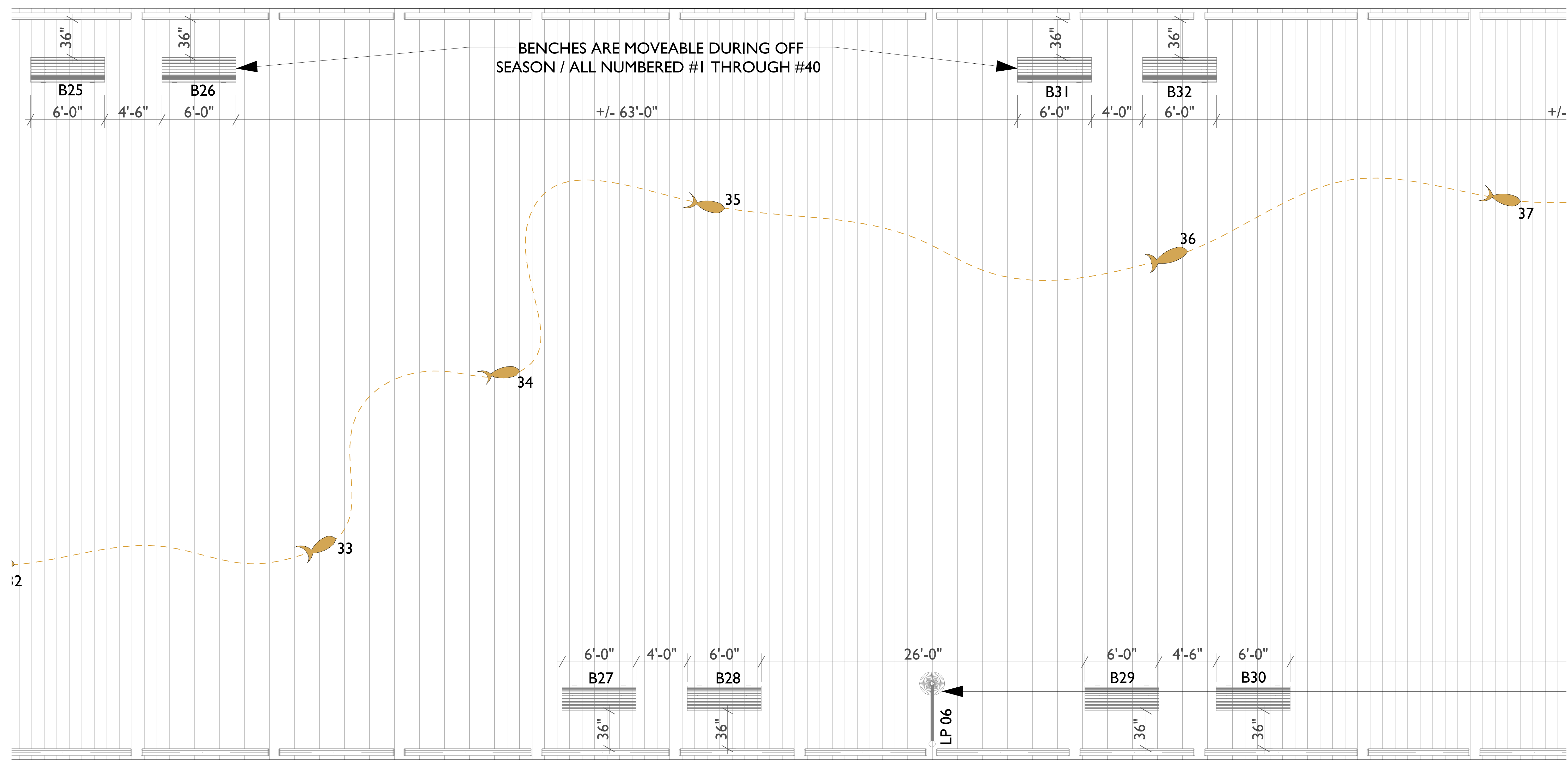
Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
ENLARGED WHARF SITE PLAN - SECTION 05

Scale
As Indicated





KEYNOTES

SITE PLAN

- <E> ROOFING @ BATHROOM
- <N> WOOD DECKING
- <N> CAR DRIVE PATH

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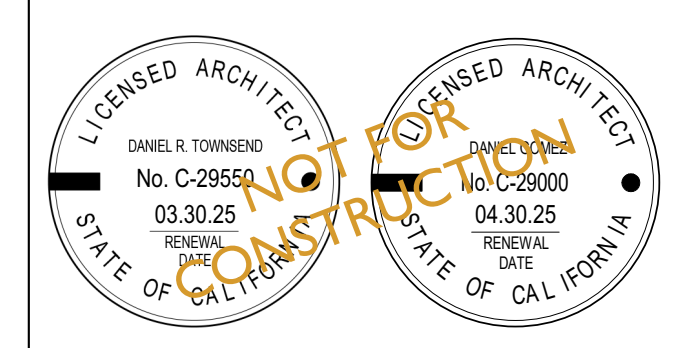
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- TC #00 - (N) MOVEABLE TRASH CAN W/ LOCATION NUMBER
- LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
- PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
- FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.

Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



Project Name
 Capitola Wharf

Accessor's Parcel Number
 APN #: 123-456-78

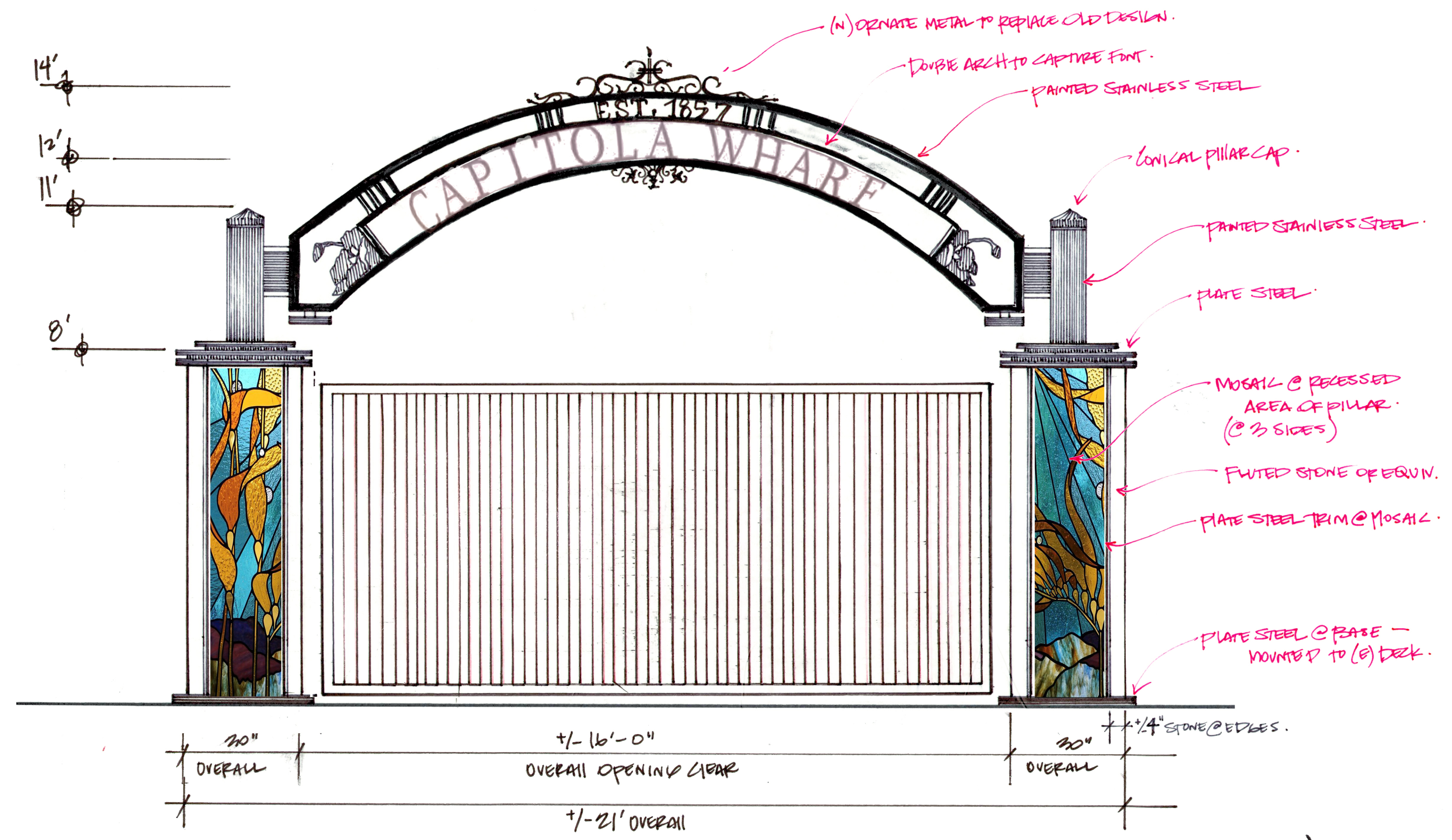
Sheet Title
 ENLARGED WHARF SITE PLAN - SECTION 06

Scale
 As Indicated



CAPITOLA WHARF

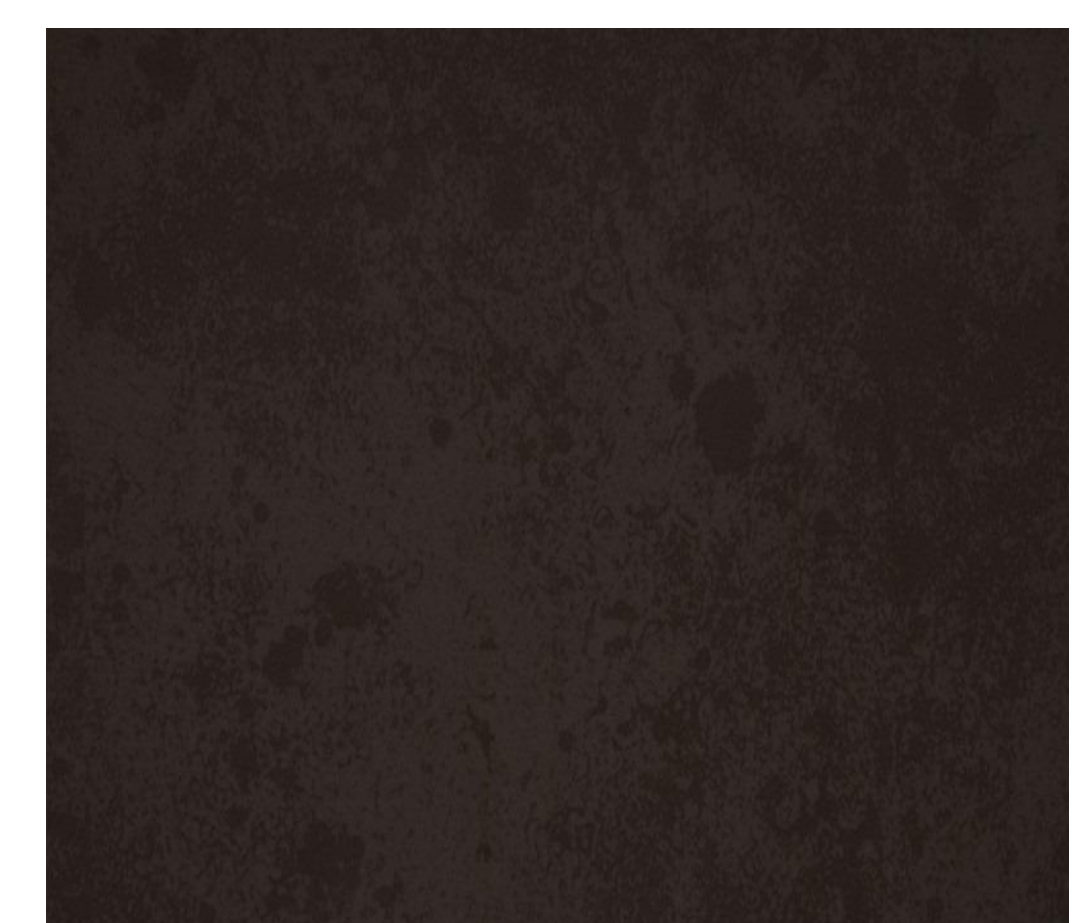
1400 Wharf Rd -Capitola CA, 95010



4

REVOI 3

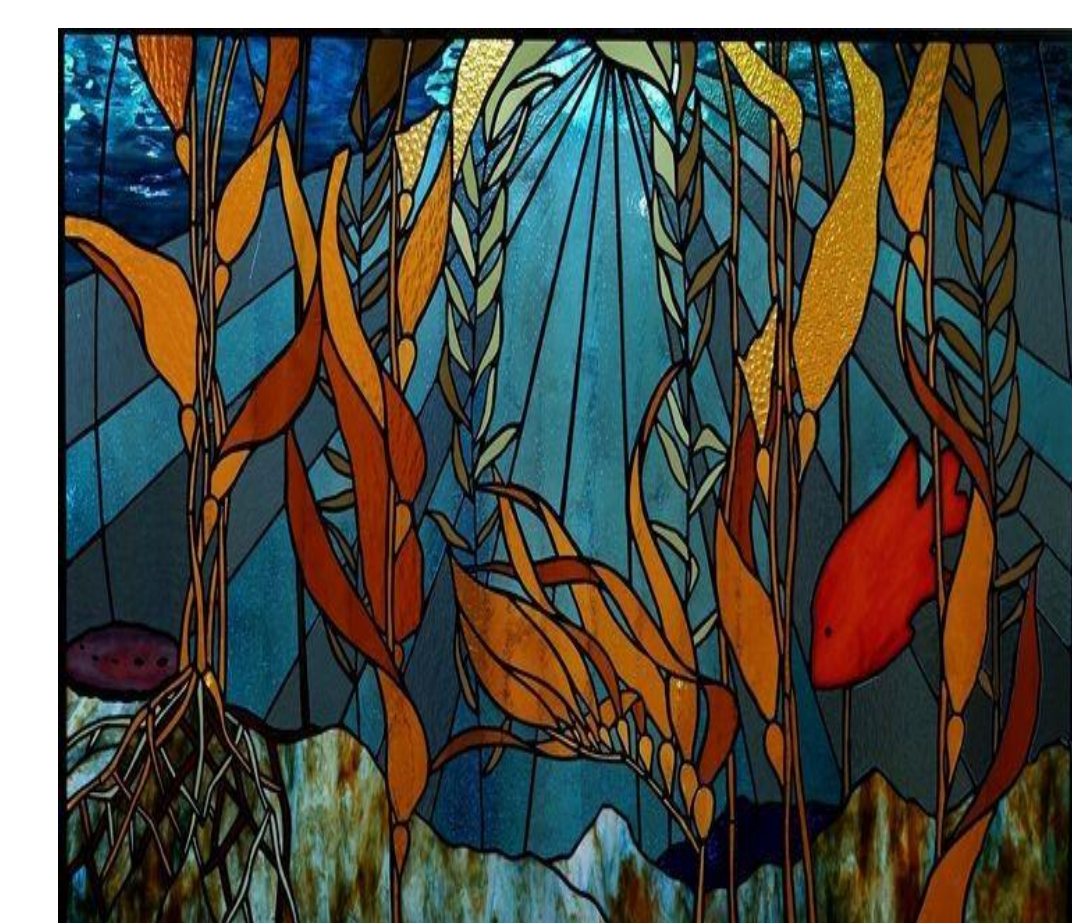
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PAINTED STAINLESS STEEL



FLUTED STONE

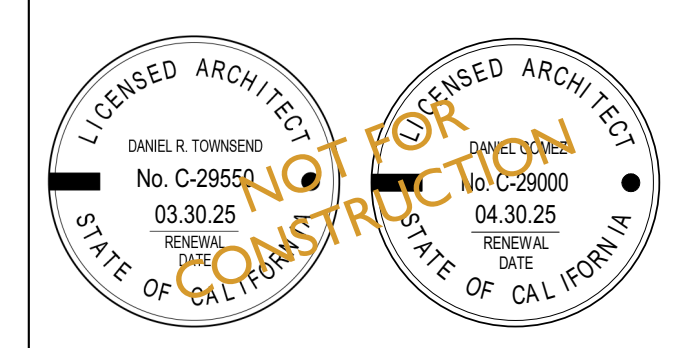


MOSAIC / GLASS TILE

Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

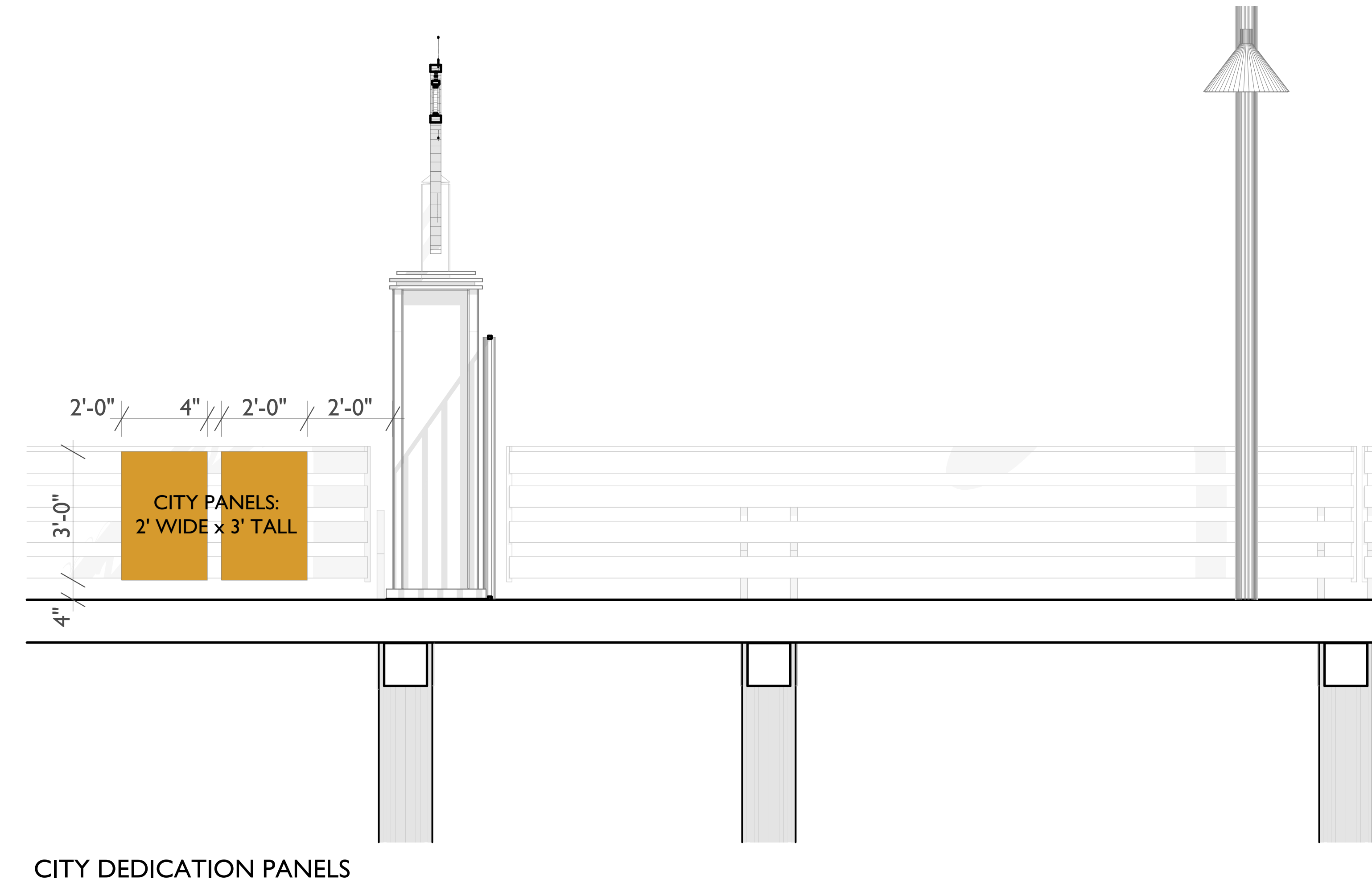
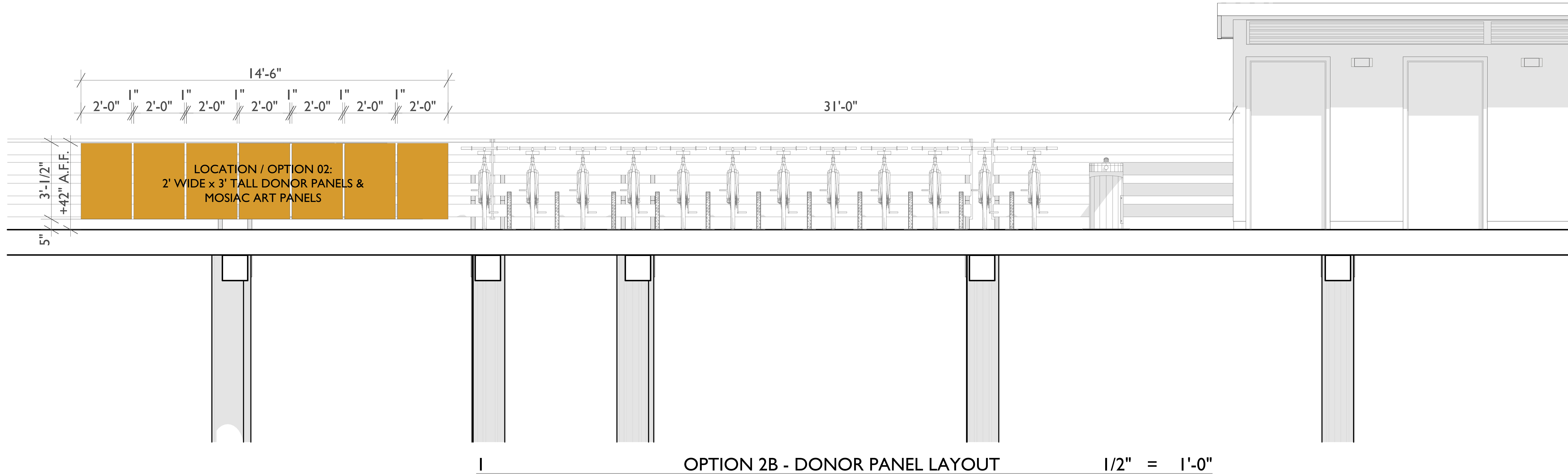
Sheet Title
REVISED SCHEMATIC - WHARF ENTRY

Scale
As Indicated

A2

CAPITOLA WHARF

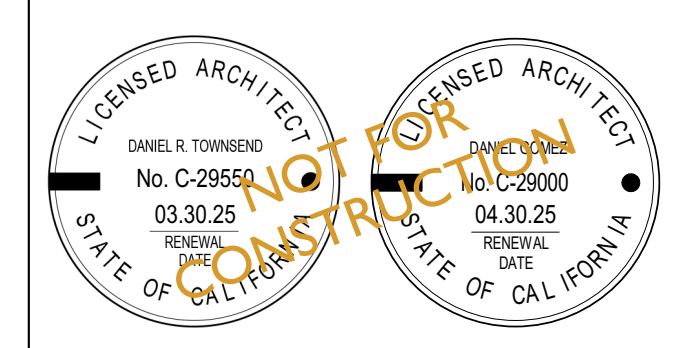
1400 Wharf Rd -Capitola
CA, 95010



Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
DONOR PANEL LAYOUT

Scale
As Indicated

A4

CAPITOLA WHARF

1400 Wharf Rd -Capitola
CA, 95010

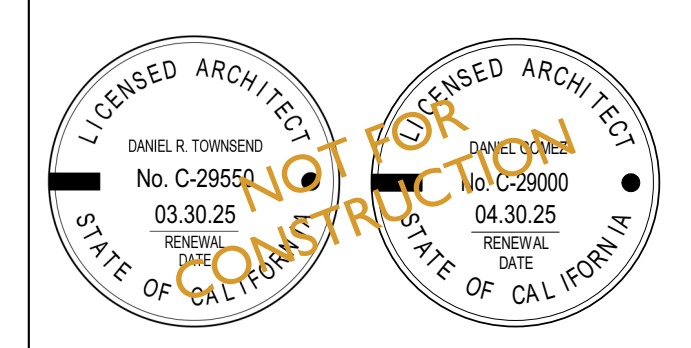
fuse 
architects + builders
512 Capitola Ave + Capitola + California + 95010
fusearchitecture.com 831.479.9295



Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
PHOTO RENDERINGS

Scale
As Indicated

A5

CAPITOLA WHARF

1400 Wharf Rd -Capitola CA, 95010

fuse architects + builders
512 Capitola Ave + Capitola + California + 95010
fusearchitecture.com 831.479.9295

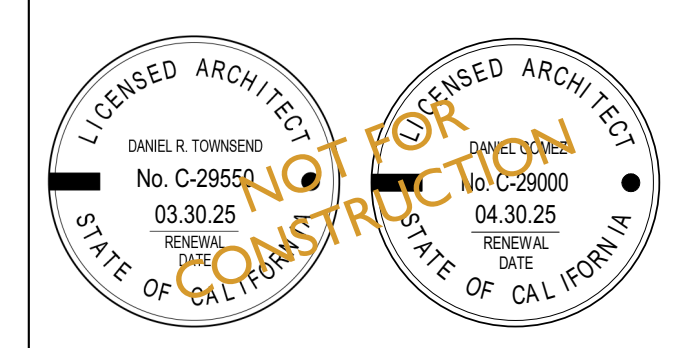


CLAD THE BATHROOM IN COMPOSITE WOOD PRESERVING ALL STAINLESS STEEL

Project Submittal Record

Revision	Date	Issue Description
	03/07/2024	PLANNING SUBMITTAL
1	03/21/2024	PLANNING RE-SUBMITTAL

Seal/ Signature



Project Name
Capitola Wharf

Accessor's Parcel Number
APN #: 123-456-78

Sheet Title
BATHROOM

Scale
As Indicated

A6

1ST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH FUSE ARCHITECTS, INC. FOR CAPITOLA
WHARF ENHANCEMENT PROJECT FINAL DESIGN

between

CITY OF CAPITOLA AND FUSE ARCHITECTS, INC.

The City of Capitola and Boone Low Ratliff Architects, Inc., hereby agree to the following
Amendment(s) to the Contract dated May 29, 2024:

- 1) Increase the budget amount by \$23,100 for architectural oversight during construction

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

CONTRACTOR: FUSE ARCHITECTS, INC.

By:

Date: _____

CITY OF CAPITOLA

By: Benjamin Goldstein, City Manager

Date: _____

CITY OF CAPITOLA (OWNER)

420 Capitola Avenue, Capitola, CA 95010

CONTRACT

Capitola Wharf Improvements, DATE: June 13, 2024

1. Identification of Contractor.

CONTRACTOR: Fuse Architects, Inc

LICENSE NO: 991296

2. Scope of The Work. See Scope of Work attached as Appendix A.

Compensation for Work. Contractor's total compensation for the Work performed under this Agreement (**Contract Sum**) is \$199,325, to be paid as (**check one**): (1) lump sum; (2) lump sum with progress payments; (3) per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of \$199,325. All payments (**check one**): shall shall not be subject to a five percent retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

3. Schedule of Performance for the Work. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 90 calendar days of Commencement Date.

Final Completion Date: Within 30 calendar days of Substantial Completion.

3.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner \$500 for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner \$500 for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

3.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

4. Terms and Conditions.

4.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work

B. Appendix B – General Conditions

City of Capitola Contract

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

F. Appendix F – Apprenticeship Program and Skilled and Trained Workforce Requirements

G. Appendix G - Supplemental Conditions, if applicable

4.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

City of Capitola
420 Capitola Avenue
Capitola, CA 95010

CITY OF CAPITOLA:

By: _____
Jamie Goldstein, City Manager

ATTEST:

By: _____
Julia Gautho, City Clerk

APPROVED AS TO FORM:

By: _____
Samantha Zutler, City Attorney

CONTRACTOR: FUSE ARCHITECTS, INC

Name: _____

By: _____
Dan Townsend

Its: _____
Title (If Corporation: Chairman, President or Vice President)

By: _____
Dan Gomez

Its: _____
Title (If Corporation: Chairman, President or Vice President)

1099 INFORMATION

Contractor Taxpayer I.D. No.: _____
Incorporated: Yes No

Appendix A to Contract
SCOPE OF WORK

Item Name	Total
0.00 - Mobilization	
Mobilization	\$30,150.00
Insurance	\$1,675.00
0.00 - Mobilization	\$31,825.00
1.00 - Entry Arch	
Decorative / Structural Steel	\$48,800.00
Stone @ Pillar Corners	\$7,500.00
Base Deck Beam / Structural Tie-In	\$15,000.00
Gate, Mechanisms, Slide & Track	\$20,000.00
Metal Painting	\$7,000.00
1.00 - Entry Arch	\$98,300.00
2.00 - Donor Walls	
Donor Panels & City Panels	\$11,000.00
City Panels	\$8,000.00
2.00 - Donor Walls	\$19,000.00
4.00 - Bathrooms	
4.00 - Bathrooms Siding	\$30,000.00
5.00 - Supervision	
1.01 - Construction P.M.	\$7,000.00
1.03 - Superintendent	\$13,200.00
5.00 - Supervision	\$20,200.00
Project Total	\$199,325.00

(End of Appendix A)

ARTICLE 1 TERMS OF PERFORMANCE

1.01 Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its council members, officers, directors, representatives, agents, employees, and volunteers (**Owner Indemnities**), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in any way attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination

based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 Termination; Suspension; Disputes. Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204 and 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in City of Capitola, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices; Skilled Workforce. Contractor shall pay prevailing wages to its employees on any contract in excess of \$1,000.00. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at the City's Public Works Department and may be obtained from the California Department of Industrial Relations website [<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>]. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Sections 1771.4 (if applicable) and 1776, including to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds \$2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements. Contractor shall also comply with the Apprenticeship Program and Skilled and Trained Workforce Requirements attached hereto as Appendix F.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code,

and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) **200,000**, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of \$25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

2.13 Public Records Act. Contractor is aware that this Agreement and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

2.14 Claims.

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with City stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by

submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:

- (a) Cover letter and certification;
- (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
- (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
- (d) Chronology of events and correspondence;
- (e) Analysis of claim merit;
- (f) Analysis of claim cost; and
- (g) Attach supporting documents referenced in paragraph 2.14.C.1(c), above.

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than \$375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

(End of Appendix B)

- 1. Commercial General Liability Insurance**, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **\$1,000,000** general aggregate and **\$2,000,000** each occurrence, subject to a deductible of not more than **\$10,000** payable by Contractor.
- 2. Business Automobile Liability Insurance** with limits not less than **\$1,000,000** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **\$10,000** payable by Contractor.
- 3. Workers' Compensation Employers' Liability** limits not less than **\$1,000,000** each accident, **\$1,000,000** per disease and **\$2,000,000** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the City of Capitola, its council members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.
- 4. Builder's Risk Insurance** including, without limitation, coverage against loss or damage to the Work by fire, lightning, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **\$1,000,000** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.
- 5.** Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnitied as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.
- 6.** Insurance policies in this Appendix C shall contain an endorsement containing the following terms:
 - 6.01** Owner Indemnitied shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.
 - 6.02** The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
 - 6.03** Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to City of Capitola thirty (30) days in advance of the effective date thereof.
 - 6.04** Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.
 - 6.05** Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 6.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not

waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **A-VIII** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner's insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

11. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(End of Appendix C)

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, City of [____], a political subdivision of the State of California (Owner) has awarded to [Name of Contractor] _____, as Principal, a Purchase Order Agreement, dated the _____ day of _____, 20____ (Agreement), titled THE _____ PROJECT in the amount of \$ _____, which Agreement is by this reference made a part hereof, for the work described as follows:

2. (Describe Agreement Work) _____

3. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

4. NOW, THEREFORE, we, the undersigned Principal and _____ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

5. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

6. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

7. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

7.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

7.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

8. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

9. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

10. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

11. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 20____.

CONTRACTOR AS PRINCIPLE

Company: _____ (Corp. Seal)

Signature _____

Name _____

Title _____

Street Address _____

City, State, Zip Code _____

SURETY

Company: _____ (Corp. Seal)

Signature _____

Name _____

Title _____

Street Address _____

City, State, Zip Code _____

(End of Appendix D)

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the City of [], a political subdivision of the State of California (Owner) has awarded to (Name of Contractor) as Principal, a Construction Services Agreement, dated the day of , 20 (Agreement), titled THE PROJECT located at in the amount of \$, which Agreement is by this reference made a part hereof, for the work described as follows: (Describe Agreement Work)

Name
Title
Street Address
City, State, Zip Code

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

SURETY

3. NOW, THEREFORE, we, the undersigned Principal and as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM (\$), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Company: (Corp. Seal)
Signature

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

Name
Title
Street Address
City, State, Zip Code

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

(End of Appendix E)

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this day of , 20.

CONTRACTOR AS PRINCIPLE

Company: (Corp. Seal)
Signature

Appendix F to Contract**APPRENTICESHIP PROGRAM AND SKILLED AND TRAINED WORKFORCE REQUIREMENTS****ARTICLE 1 COMPLIANCE REQUIRED**

1.01 Contractor and Subcontractors shall comply with the requirements of Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 CERTIFICATION OF APPROVAL

2.01 Labor Code Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 FUND CONTRIBUTIONS

3.01 Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

ARTICLE 4 APPRENTICESHIP STANDARDS

4.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 5 APPRENTICESHIP STANDARDS

5.01 Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 6 SKILLED AND TRAINED WORKFORCE REQUIREMENTS

6.01 Contractor, if and to the extent otherwise required by law, shall meet the requirements of Public Contract Code § 2601(d) subject to certain exceptions set forth therein, that the required percentage of the skilled journeypersons or skilled journeyman hours employed to perform work on the Project by the Contractor and all subcontractors are graduates of an apprenticeship program for the applicable apprenticeable occupation.

6.02 "Skilled Journeyman" means a worker who either:

A. Graduated from an apprenticeship program for the applicable occupation that was approved by the Chief or an apprenticeship program located outside California and approved for federal purposes, pursuant to the apprenticeship regulations adopted by the Federal Secretary of Labor.

B. Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program that is approved by the Chief.

6.03 A graduate of an apprenticeship program means either of the following:

A. An individual that has been issued a certificate of completion under the authority of the California Apprenticeship Council for completing an apprenticeship program approved by the Chief pursuant to Section 3075 of the Labor Code; or

B. An individual that has completed an apprenticeship program located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

6.04 Pursuant to Public Contract Code section 2602 and if and to the extent otherwise required by law, Contractor shall certify that it, and all its contractors and subcontractors at every tier will comply with the Skilled and Trained Workforce Requirements of Public Contract Code Chapter 2.9 (Sections 2600 through 2603). Prime Contractor also understands and acknowledges that it shall provide the Owner a monthly report, in the form in Attachment A below or a substantially similar form, demonstrating compliance with the Skilled and Trained Workforce Requirements listed in Public Contract Code Chapter 2.9 (Sections 2600 through 2603). If Contractor fails to provide the monthly report, or a report that is incomplete, Owner will withhold future payments until a complete report is provided. The definitions, obligations, rights and remedies set forth in Public Contract Code Section 2600-2603 are hereby incorporated by reference and made a part of this agreement.

Attachment
Skilled and Trained Workforce Monthly Compliance Report

DIRECTIONS: This form is required to be submitted by the Contractor for all contractors regardless of tier by the 15th of the following month for work performed corresponding to this reporting period. Items with a red asterisk (*) indicate a required field.

Project Title:	
*Project Number:	
*Prime Contractor:	
*Subcontractor:	
*Contact Name:	
*Contact Number:	

Month	Year
--------------	-------------

Exceptions:*

***Work Month & Year:**

*Report: Please fill out the following report of all apprenticeable occupations utilized in this reporting period.

SKILLED JOURNEYPerson (SJ) REPORT							
*Apprenticeable Occupation	*Required minimum SJ: Apprentice Graduate % (see 2 nd page attachment)	Number of Skilled Journeypersons (SJ) employed by the contractor to perform work on the project		SJ ratio between the number of SJ: Apprentice Graduates to SJ: On-The-Job Experience Workers	Number of hours worked by SJ employed by the contractor to perform work on the project		SJ ratio of hours worked by SJ: Apprentice Graduates compared with SJ: On-The-Job Experience Workers
		*SJ: Apprentice Graduate	*SJ: On-The-Job Experience		*SJ: Apprentice Graduate	*SJ: On-The-Job Experience	
EXAMPLE Laborer	40%	7	3	70%	30	70	30%

Terms	Definitions
Apprentice	Defined in Labor Code 3077
Skilled Journeyperson: Apprentice Graduate	Defined in Public Contracts Code 2601 (e) (1)
Skilled Journeyperson: On-The-Job-Experience	Defined in Public Contracts Code 2601 (e) (2)

(End of Appendix F)

**APPENDIX G TO CONTRACT
SUPPLEMENTAL CONDITIONS
(If Applicable)**

(End of Appendix G)

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLE-SOURCE PROFESSIONAL SERVICES AGREEMENT WITH FUSE ARCHITECTS, INC. IN AN AMOUNT NOT TO EXCEED \$200,000 FOR FABRICATION AND INSTALLATION OF CAPITOLA WHARF ENHANCEMENTS

WHEREAS, Capitola Municipal Code (CMC) section 3.16.080 requires that general services in an amount greater than \$25,000 be subject to a formal bidding process; and

WHEREAS, Administrative Policy III-4 establishes policies and procedures to secure supplies, services, and equipment at the lowest possible cost, maintain financial control over purchases, define authority in the purchasing system, and assure the quality of purchases; and

WHEREAS, Administrative Policy III-4 requires a formal RFP bid procedure for purchases over \$25,000; and

WHEREAS, Administrative Policy III-4, Section II.2.a provides that a consulting firm may be selected for follow-up work without solicitations from other firms upon written justification and recommendation of the department head and approval by the City Manager in the case where the consulting firm has satisfactorily performed the previous stage of a project or has acquired extensive background and working knowledge; and

WHEREAS, Fuse Architects, Inc. has satisfactorily provided consulting services on the Wharf Enhancement Project, and through this experience has acquired extensive background and working knowledge of the City processes and procedures; and

WHEREAS, Fuse Architects, Inc. is a design-build firm and is well positioned to perform the construction of the project; and

WHEREAS, the Director of Public Works and City Manager recommend the City engage Fuse Architects, Inc. for on-call building division and Public Works Department services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Capitola authorizes the City Manager to execute a sole-source professional service agreement with Fuse Architects, Inc.

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 13th day of June, 2024, by the following vote:

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

ATTEST: _____
Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: June 13, 2024

From: Public Works Department

Subject: 2024-25 Road Maintenance and Rehabilitation



Recommended Action: Adopt a resolution adopting a list of road maintenance and rehabilitation projects for Fiscal Year 2024-25 funded by Senate Bill 1: the Road Repair and Accountability Act of 2017.

Background: On June 9, 2022, the City Council held a duly public hearing to approve a 5-year list of street and road projects based on projected funding for the City, including funding from the Road Maintenance and Rehabilitation Account, also known as Senate Bill (SB 1).

Discussion: During Fiscal Year 2024-25 Capitola is programmed to receive \$252,161 from SB 1. All SB 1 funds will be spent on rehabilitating Capitola Road, as listed in the 5-year list of projects approved on June 9, 2022.

Fiscal Impact: The revenue and expenditures of \$252,161 for SB 1 are accounted for in the Special Revenue fund for the Road Maintenance and Rehabilitation Account.

Attachments:

1. Resolution

Report Prepared By: Jessica Kahn, Public Works Director

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
ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-2025 FUNDED BY
SENATE BILL 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated \$252,161 in RMRA funding in Fiscal Year 2024-2025 from SB 1; and

WHEREAS, this is the eighth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City completed an update to the pavement management program in 2022 to develop a five year SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the City’s priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City complete needed pavement management improvement projects; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will provide dedicated source of funding for roadway projects.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Capitola, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following list of proposed projects will be funded in-part or solely with Fiscal Year 2024-2025 Road Maintenance and Rehabilitation Account revenues:

Project Title	Description	Location	Schedule	Useful Life
42 nd Avenue	Slurry & Crack Seal with dig outs	Clares Street to Capitola Road	Spring 2026	10-15 years
47 th Avenue	Slurry & Crack Seal with dig outs	Topaz Street to Portola Drive	Spring 2026	10-15 years
Francesco Circle	Slurry & Crack Seal with dig outs	Entire Street	Spring 2026	10-15 years
Hill Street	Slurry & Crack Seal with dig outs	Bay Avenue to Rosedale Avenue	Spring 2026	10-15 years
Rosedale Avenue	Slurry & Crack Seal with dig outs	Bay Avenue to Hill Street	Spring 2026	10-15 years
Sunset Drive	Slurry & Crack Seal with dig outs	Riverview Avenue to Center Street	Spring 2026	10-15 years
Beverly Avenue	Slurry & Crack Seal with dig outs	Riverview Avenue to Capitola Ave	Spring 2026	10-15 years
Cherry Avenue	Slurry & Crack Seal with dig outs	Fanmar Way to Park Place	Spring 2026	10-15 years
Oak Drive	Slurry & Crack Seal with dig outs	Riverview Avenue to Bay Avenue	Spring 2026	10-15 years
Stockton Avenue	Slurry & Crack Seal with dig outs	Stockton Bridge to Capitola Avenue	Spring 2026	10-15 years
Terrace Way	Cape Seal with dig outs	Fanmar Way to Cherry Ave	Spring 2026	10-15 years

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 13th day of June, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ABSTAIN:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: June 13, 2024

From: City Manager Department

Subject: Memoranda of Understanding with Employee Groups



Recommended Action: 1) Authorize the City Manager to execute a successor agreement to the existing Memoranda of Understanding with negotiated changes for the Confidential Employee Group and the Association of Capitola Employees, subject to technical corrections; and 2) adopt a resolution approving the updated salary schedule, effective June 23, 2024.

Background: The City of Capitola's employees are divided into five bargaining groups, with associated agreements. The City's Employee Memoranda of Understandings (MOUs) expire at the end of June 2024. As required by state law, the City has participated in good faith negotiations with the bargaining groups on working conditions, salary, and benefit changes.

Discussion: The City of Capitola and all employee bargaining groups began negotiation meetings in March 2024. The City Council gave the City's negotiator fiscal authority based on the City's ten-year budget forecast, the results of a Salary Survey, and known concerns regarding healthcare plan costs. Each bargaining group has negotiated for items they prioritize.

On May 30, 2024, the City's Negotiator and the Confidential Employee Group reached a tentative agreement. A red-lined MOU and proposed salary schedule will be included as additional material before the June 13, 2024, City Council meeting.

On June 6, 2024, the Association of Capitola Employees (ACE) signed a tentative agreement. A red-lined ACE MOU and proposed salary schedule will be included as additional material before the June 13, 2024, City Council Meeting.

The City Negotiator will continue to meet and negotiate with other non-represented groups.

Fiscal Impact: The fiscal impact of the negotiated changes to the MOUs with the Confidential Employee and ACE groups will be included as additional material distributed before the June 13th City Council meeting.

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

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

Approved By: Jamie Goldstein, City Manager

Capitola City Council

Agenda Report



Meeting: June 13, 2024

From: City Manager, Public Works, and Community Development Departments

Subject: Short-Term Wharf Use Agreement and Temporary Structure Plan

Recommended Action: 1) Authorize the City Manager to sign a short-term use agreement between the City of Capitola and JFS Incorporated (dba Boat and Bait) for temporary structures located on the Capitola Wharf in substantially similar form, as approved by the City Attorney, as the attached agreement; and 2) approve the outlined temporary structure plan.

Background: Since the 1980s, Capitola Wharf has been the location of two City-owned buildings that typically hosted the Wharf House Restaurant and Boat and Bait Shop.

The City's long-term lease with JFS Incorporated (Boat and Bait) which was recently terminated, was originally signed in 2014 and had been on a month-to-month basis. The lease required JFS Incorporated to operate the boat hoist, moorings, and a water taxi, and allowed the tenant to run a bait and tackle shop, charter boat operations, and rent and repair boats. In October 2022, JFS Incorporated requested the City remove the mooring operation requirement and continue to allow the other uses outlined in the lease.

In January 2023, extreme storm damage made the Capitola Wharf inaccessible; the Boat and Bait Shop building was red-tagged and access to the building was restricted.

In early 2023, the long-planned Capitola Wharf Resiliency and Public Access Project was amended to include storm damage repairs and construction officially began in September 2023. Due to construction, the entirety of the Wharf has been closed to the public since then.

Additional storm damage in December 2023 caused further structural instability and foundation issues to the Wharf House Restaurant and Boat and Bait Shop buildings. City staff, and outside experts, analyzed both Wharf buildings and determined that remediation would be more expensive than demolishing and rebuilding the structures. In February 2024, City Council directed staff to move forward with building demolition and to formally terminate the leases with JFS Incorporated and Wharf House Restaurant.

The City Council also directed staff to conduct a community outreach and visioning project to determine long-term uses on Capitola Wharf, while preparing for short-term uses in the interim.

Since then, JFS Incorporated and the Capitola community have shown interest in Boat and Bait-like concessions being available on Capitola Wharf as soon as possible, upon the completion of the Resiliency Project and the reopening of the Wharf.

Discussion:

Short-Term Use Agreement (lease)

Staff has worked directly with JFS Incorporated to determine options for a temporary boat and bait concessions on Capitola Wharf, as the City Council directed.

Because there are no buildings on the Wharf, staff researched different possibilities that would allow for temporary boat and bait uses on the Wharf. As outlined in the proposed lease, the City will rent and/or purchase temporary structures to accommodate concession use, an additional storage shed, and install a hazardous waste shed which JFS Incorporated will use to provide the same concessions to the public as in previous leases, for the term of the proposed short-term lease (Attachment 1). These concessions include:

- Installation and operation of 8 to 60 moorings (2025 season)

- Operate the boat hoist
- Boat rentals and repairs
- Operate the water taxi (2025 season)
- Operate a bait and tackle shop (includes selling bottled beverages and packaged snacks)

Temporary Structures

To accommodate the services outlined in the lease with JFS Incorporated, temporary structures will be placed on the wharf in a configuration similar to the figure below (Attachment 2). The City will physically indicate and enforce the lease area, to ensure JFS Incorporated functions within the agreed-upon square footage on Capitola Wharf.

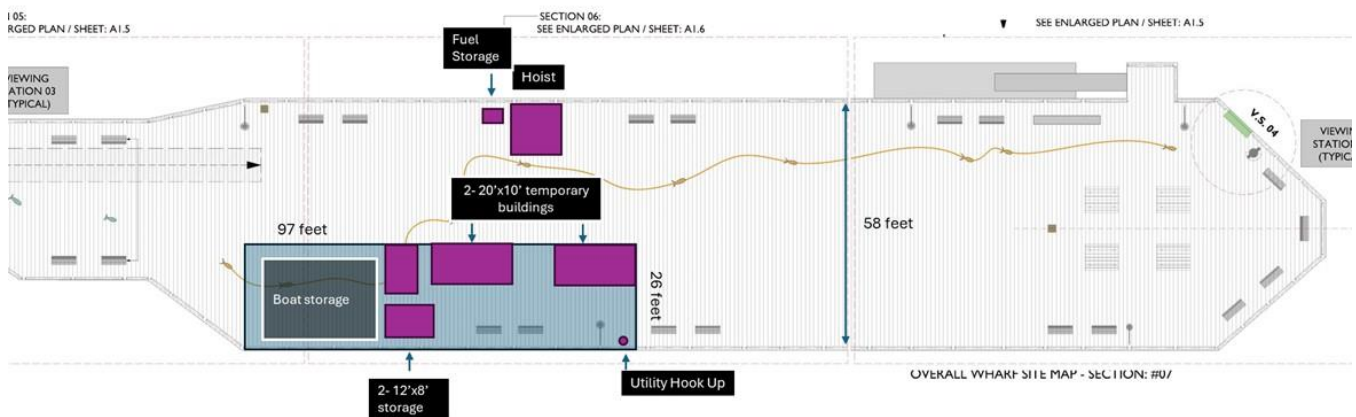


Figure 1. Temporary Facility Configuration

The temporary buildings consist of two 8'H x 20'W x 10'D steel structures. Both buildings feature a 6' x 6' roll-up door on the short end. As negotiated with JFS Incorporated, one building will have a standard walk-in door and window, while the other will include an additional roll-up door on the long side.

These temporary buildings will include required Americans with Disabilities Act (ADA) access. The City will install flooring to keep water out. Electrical hook-ups are not included and will be completed on-site after the buildings are installed by the manufacturer. The structures are designed to withstand the environment and have an appropriate wind rating. JFS Incorporated have requested a blue color to match prior buildings, although other colors are available.

These temporary buildings do not have a foundation or permanent floor. At the end of their use, they may be repurposed for City storage or operation needs.

Upon lease approval, the manufacture indicates it will take six to eight weeks to acquire all components. Following this, the buildings will be outfitted for tenant use, including flooring installation and utility hook-ups.

Images of the temporary structures are included on the following pages.



Figure 2. Temporary Building with walk-in door (above)

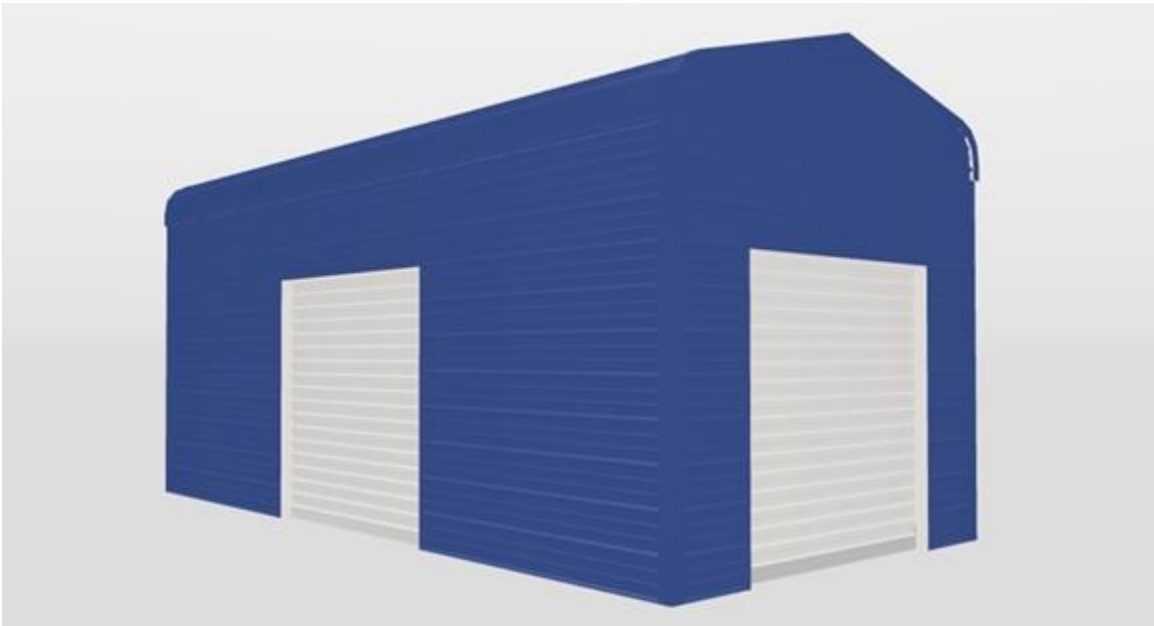


Figure 3. Temporary Building with roll-up door (above)

The additional 8'H x 12'W x 8'D shed matches the dimensions and color of the existing JFS Incorporated-owned shed structure.



Figure 4. Existing Storage Shed (above)

The 7'H x 5'42W x 3.5'D fuel storage cabinet (pictured below) will house two 55-gallon drums of gasoline for rental boats. Per the terms of the lease, the City will procure the fuel cabinet and JFS Incorporated is responsible for obtaining permits for fuel storage and use.



Figure 5. Fuel Storage Cabinet (above)

Next Steps:

Following City Council authorization of the lease agreement, City staff will submit a minor modification request to the Coastal Commission to authorize Boat and Bait to operate a commercial retail and recreational facility on the Wharf. The minor modification will be reviewed administratively by Coastal Commission staff and is not anticipated to impact the timing of reopening.

Fiscal Impact: The lease sets monthly rent at \$2,000, beginning in 2025. Over the term, the City will receive \$24,000 in rent. The City is investing approximately \$25,000 to purchase temporary structures for JFS Incorporated's use under the agreement.

Attachments:

1. Proposed Use Agreement
2. Temporary Structures Layout

Report Prepared By: Chloé Woodmansee, Assistant to the City Manager, Jessica Kahn, Public Works Director, Katie Herlihy, Community Development Director

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

Approved By: Jamie Goldstein, City Manager

MUNICIPAL WHARF LEASE AGREEMENT
BETWEEN
THE CITY OF CAPITOLA
AND
JFS, INC.

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EXHIBITS

Exhibit A – Location of Premises and License Area on Capitola Municipal Wharf,
including location of Containers, Existing Storage Shed, Additional Storage
Shed and Fuel Shed

Exhibit B – License Area

Exhibit C – Mooring Area

MUNICIPAL WHARF LEASE AGREEMENT

THIS MUNICIPAL WHARF LEASE AGREEMENT ("Agreement") is made this ___ day of _____, 2024, between the City of Capitola ("**Landlord**") and JFS, Inc. ("**Tenant**"). Landlord and Tenant agree to all of the terms and conditions of this Agreement as follows:

ARTICLE 1 - BASIC LEASE PROVISIONS

The following are basic terms applicable to this Agreement. The Sections and Exhibits referenced below in parenthesis explain and define the basic terms and are to be read in conjunction with the basic terms herein:

- 1.01. Tenant Trade Name. "Capitola Boat and Bait."**
- 1.02. Target Commencement Date. August 14, 2024 (Section 4.01).**
- 1.03. Term. Approximately sixteen (16) months and eighteen (18) days, terminating no later than December 31, 2025. (Section 4.01).**
- 1.04. Premises. 1400 Wharf Road, Capitola Municipal Wharf, comprised of two 20' long shipping containers set up for office/retail use ("**Containers**"), two storage sheds (one of which is owned by Tenant and currently in place and the other of which will be installed by Landlord and referred to as the "**Additional Storage Shed**"), and a small shed to store fuel ("**Fuel Shed**") (Section 2.02).**
- 1.05. Premises Floor Area. Approximately 500 square feet including the two 20"long shipping Containers, existing shed, Additional Storage Shed, and the approximately 25 square feet Fuel Shed (Section 2.02).**
- 1.06. License Area. Approximately 2,500 square feet (Section 3.01).**
- 1.07. Annual Rent. \$24,000, (adjusting annually, Section 5.01).**
- 1.08. Rent Commencement Date. January 1, 2025.**
- 1.09. Use of Premises. Use of the Premises shall be limited to the following: bait and tackle shop, including sale of bottled or canned food and drink and foodstuffs for boaters (excluding any food or drinks which Landlord determines are incompatible with a marine area or marine us and/or with other uses on the wharf); storage within the storage sheds; charter boat operations; boat rentals, sales and repairs; boat hoist operations; storage of fuel in the Fuel Shed; boat shuttle service to and from moored boats; and the mooring operations described in Section 3.02 (collectively, "**Lease Permitted Use**").**
- 1.10. Use of License Area. Storage, launching, and retrieval of fishing boats and loading and unloading of boat rental customers; the mooring operations described in Section 3.02; boat shuttle service to and from moored boats; and storage of a small amount of associated fuel, oil, gear and equipment (Section 3.01 and 3.02) (collectively, "**License Permitted Use**"). The Lease Permitted Use and the License Permitted Use shall be collectively referred to herein as the "**Permitted Use**."**

ARTICLE 2 - LEASE OF PREMISES

2.01. City of Capitola as Landlord. Tenant acknowledges and understands that Landlord is a municipality consisting of numerous offices, departments, agencies and districts. Whenever a provision contained in this Agreement, or any extension, modification or amendment, requires the written consent of Landlord, such consent must be obtained from the then City Manager for the City of Capitola. Tenant may not rely on any statement or representation by any other employee, agent or representative of Landlord in obtaining such consent and any such statement or representation other than the express written consent of the City Manager shall be null and void and have no effect.

2.02. Premises: Landlord leases to Tenant and Tenant leases from Landlord the Premises designated as 1400 Municipal Wharf, Capitola, California, comprised of the Containers, the existing storage shed, the Additional Storage Shed and the Fuel Shed (collectively, "**Premises**") located on the wharf structure belonging to the City of Capitola and commonly known as the Capitola Municipal Wharf ("**Wharf**"). The Premises shall not include, and Tenant shall have no rights in, the Wharf decking, substructure and support elements underlying or surrounding the Premises, unless otherwise permitted herein. A diagram of the location of the Premises on the Wharf is attached to this Agreement as Exhibit A and incorporated herein by reference.

2.03. Reservations.

(a) Landlord reserves the right at any time to make alterations or additions to the Premises and the Wharf. Landlord also reserves the right to construct other buildings or improvements on the Wharf and to make alterations or additions thereto. Easements for light and air are not granted in this Agreement. Landlord further reserves the right to enter and access the roof of the Premises or to repair and maintain the roof and to use any space within walls or above the ceiling finish and beneath the floor surface for utility lines and conduits.

(b) Landlord reserves the right during the Term to temporarily close to the public and prohibit Tenant from accessing all or any part of the Premises and License Area for City of Capitola sponsored events and gatherings. In connection with such closures, Tenant shall have no right to any abatement of Rent (including Annual Rent, Monthly Rent and/or Additional Rent), except for the Abated Monthly Rent described in Section 5.02(b).

2.04. Condition of Premises: Tenant acknowledges the uniqueness of the Premises and accepts it in its condition existing on the date of this Agreement, subject to all applicable zoning, municipal, county or state laws, ordinances and regulations affecting the use of the Premises. Tenant acknowledges that it has satisfied itself, by its own independent investigation, that the Premises are suitable for its intended use and neither Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the Premises for the conduct of Tenant's business.

2.05. Landlord Work: Notwithstanding Section 2.04, Landlord agrees that prior to the Commencement Date (as defined in Section 4.01), Landlord shall purchase or lease, install and configure: (a) the Containers for use by Tenant as its office and retail store, including connecting electrical service to the Containers and installing a deck between the Containers with an accessible ramp to the deck, and (b) the Additional Storage Shed and the Fuel Shed ("**Landlord Work**").

ARTICLE 3 - LICENSE

3.01. License Area. Landlord is the owner of the public right of way surrounding the Premises. Landlord hereby grants to Tenant the non-exclusive right to use an approximately 2,500 square foot area of the public right of way ("**License Area**"). A diagram of the location of the License Area, including the location of the structures for Tenant's use, is attached to this Agreement as Exhibit B and incorporated herein by reference.

3.02. Business: Tenant shall engage only in the Permitted Use within the License Area.

3.03. Landlord Authority.

(a) Landlord shall at all times retain exclusive final authority over the public right of way on or about the Wharf, including the License Area. Landlord shall have the right to perform any and all acts of construction and maintenance in the public right of way, including the License Area, as fully and completely as if the license for the use of the License Area did not exist. Landlord may provide Tenant with advance notice of any construction or maintenance to be performed by Landlord or Landlord's agents in the License Area, but is under no obligation to do so. Landlord will not be liable to Tenant by reason of any injury to or interference with Tenant's business or property for any inconvenience or damages caused thereby.

(b) Landlord may formulate rules, conditions of, regulations and a permit process for the use of the public property on or about the Wharf, the License Area and other areas in the public right of way of Landlord. The areas surrounding the Premises, including the License Area, may be governed thereby and Tenant agrees to be bound by these rules and regulations and to obtain such permits or licenses as may be required.

(c) Landlord also reserves the right described in Section 2.03(b).

3.04. Maintenance. Tenant shall maintain the License Area in a clean and sanitary manner, sweeping at least daily and washing the surface area when necessary. Tenant must maintain a trash receptacle within the License Area, and must periodically dispose of trash in Tenant's assigned trash receptacle. Tenant may not dispose of trash in the general Wharf trash cans.

3.05. Indemnification and Insurance. As further described in Section 12.01, Tenant agrees to indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from any and all liabilities, claims, and costs (including attorney's fees) arising in any manner from any injury or damage incurred in the License Area during the term of this Agreement. All insurance requirements of the Agreement apply to the License Area, and Tenant must provide Landlord evidence of insurance coverage for the License Area, as described in Section 12.02.

3.06. Condition of License Area: Tenant acknowledges the uniqueness of the License Area and accepts it in its condition existing on the date of execution of this Agreement, subject to all applicable zoning, municipal, county or state laws, ordinances and regulations affecting the use of the License Area. Tenant acknowledges that it has satisfied itself, by its own independent investigation, that the License Area is suitable for its intended use and neither Landlord nor its agents or representatives have made any representation or warranty as to the present or future suitability of the License Area for the conduct of Tenant's business.

ARTICLE 4 - TERM

4.01. Commencement of Term: The term ("**Term**") of this Agreement shall commence on the later of: (a) the date that Landlord has completed the Landlord Work, and (b) the date specified in Section 1.02 ("**Commencement Date**") and shall continue until the date of termination specified in Section 1.03 ("**Expiration Date**"), unless terminated sooner in accordance with this Agreement.

4.02. Expiration; Holding Over. The Term of this Agreement shall expire at 5:00 p.m.. on the Expiration Date specified in Section 1.03. If Tenant remains in possession of the Premises and/or the License Area after the Expiration Date or termination of this Agreement, as described herein, then such holding over shall be construed as a tenancy from month-to-month, subject to all of the terms, conditions, provisions and obligations of this Agreement at the time of such expiration or termination, except the Annual Rent shall be one and one-half (1 ½) times the amount of such rent in effect prior to the expiration or termination. Unless Tenant obtains the express written consent of Landlord to holdover, Landlord shall have the right to pursue any legal or equitable remedy against Tenant with regard to Tenant's continued possession of the Premises and the License Area after the expiration or termination of the Term of this Agreement.

4.03. Early Access Period. Notwithstanding Section 4.01, Tenant shall be permitted early access to the Premises and License Area commencing on execution of the Lease by Landlord and Tenant and continuing through the Commencement Date ("**Early Access Period**") for the purpose moving in and setting up fixtures and furnishings therein and otherwise undertaking such tasks as are necessary to ready the Premises for Tenant's Permitted Use, provided that during the Early Access Period, Tenant shall not be permitted to undertake boat rentals until the Fuel Shed is installed by Landlord. Tenant shall be permitted to undertake other uses within the Permitted Use during the Early Access Period when the Wharf is open, which opening and closing of the Wharf shall be solely determined by City. Landlord anticipates closing the Wharf for extended periods of time during the Early Access Period. Effective as of the first day of the Early Access Period, Tenant shall comply with all provisions of the Lease, except that Tenant shall not be required to commence paying Base Rent until the Rent Commencement Date.

ARTICLE 5 - RENT

5.01. Annual Rent. Tenant shall pay Landlord "**Annual Rent**" of \$24,000 adjusted annually on each anniversary of the Commencement Date per the cost of living index described in Section 5.06.

5.02. Monthly Rent.

(a) "**Monthly Rent**" to be paid by Tenant to Landlord shall be \$2,000, as described in Section 5.01.

(b) Notwithstanding anything in this Article 5 to the contrary, so long as Tenant is not in default hereunder, Tenant shall be entitled to an abatement of Monthly Rent for the months of August, September, October, November and December 2024 (each, an "**Abatement Period**"). The total amount of Monthly Rent abated during each Abatement Period is referred to collectively as the "**Abated Monthly Rent**". If Tenant is in default hereunder at any time during the Term (i) all previously Abated Monthly Rent shall

immediately become due and payable and (ii) there shall be no further abatement of Monthly Rent pursuant to this Section 5.02(b). The payment by Tenant of the Abated Monthly Rent in the event of a default shall not limit or affect any of Landlord's rights pursuant to this Lease or at law or in equity.

5.03. Rent Commencement Date. Tenant shall commence paying Monthly Rent on January 1, 2025 ("**Rent Commencement Date**"), which Monthly Rent shall be due as described in Section 5.05.

5.04. Additional Rent. As used in this Agreement, the term "**Additional Rent**" shall mean all sums of money, other than Monthly Rent, that are due and payable by Tenant under this Agreement including, but not limited to, the Additional Charges referred to in Section 5.01. The term "**Rent**," as used herein, shall mean all Annual Rent, Monthly Rent, Additional Rent and all other amounts payable hereunder from Tenant to Landlord. Unless otherwise specified herein, all items of Rent other than Monthly Rent shall be due and payable by Tenant on or before the date that is thirty (30) days after billing by Landlord or as otherwise indicated by the provider of such service.

5.05. Rent Payment Schedule. Monthly Rent for the preceding month shall be due and payable in full by Tenant on the fifth (5th) day of the following month. Rent shall be remitted to Landlord at the address set forth below for notices or at such other location as Landlord may notify Tenant in writing. Monthly Rent paid after the tenth (10th) day of the month will be considered late and subject to a late charge and interest as described in Section 5.07.

5.06. Late Charge and Interest on Unpaid Rent.

(a) Monthly Rent is deemed late if not received by Landlord by the 10th day of each month. Rent not paid when due shall bear interest from the date due until paid at the maximum amount permitted by law, not to exceed 1.5% per month. Tenant acknowledges that late payments and/or failure to submit any statement required by this Agreement when due will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, but are not limited to, processing and accounting charges. Therefore, if any Rent payment is not received by Landlord by the due date, or if any statements of sales and business transacted are not submitted by Tenant to Landlord by the due date, Tenant shall pay to Landlord an additional sum of ten percent (10%) of the overdue Rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant.

(b) Landlord's acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or otherwise affect Landlord's ability to exercise any and all available rights and remedies.

5.07. Damages For Failure To Operate. Landlord desires to keep the Wharf fully operational and to receive Rent from Tenant. Tenant acknowledges and understands that its failure to keep its business open and operational during the times set forth elsewhere in this Agreement without the prior written consent of Landlord will cause Landlord to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to fix. Therefore, (a) if Tenant fails to open and operate its business to the public by the Commencement Date, or (b) if Tenant fails to continuously operate its business in accordance with the terms of this Agreement or vacates the Premises and/or the License Area

prior to the Expiration Date, Landlord shall have the right, at its option, to collect as liquidated damages an amount equal to one-thirtieth (1/30) of the monthly installment of Annual Rent for each day on which Tenant fails to operate in order to compensate Landlord for the loss of Rent and customer traffic, in addition to all other charges and amounts payable under this Agreement. Landlord and Tenant agree that said charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of such action by Tenant.

ARTICLE 6 - TAXES AND ASSESSMENTS

6.01. Personal Property Taxes. Tenant shall pay as Additional Rent before delinquency all federal, state or local taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in, on or about the Premises and License Area, and that become payable during the Term. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

6.02. Possessory Interest Taxes. Tenant shall pay as Additional Rent before delinquency all possessory interest taxes, assessments, license fees, and other charges that are levied and assessed against the leasehold interest. "**Possessory Interest Tax**" means tax imposed pursuant to laws of the State of California on leaseholds of tax exempt property and does not include taxes on Tenant's inventory, personal, or any other tax or assessment that is presently or may, in the future be levied. On demand by Landlord, Tenant shall furnish Landlord with satisfactory evidence of these payments.

ARTICLE 7 - ASSIGNMENT AND SUBLETTING

7.01. Landlord's Consent Required. With Landlord's written consent, which consent shall not be unreasonably denied, Tenant may assign or encumber its interest in the Agreement or in the Premises, or sublet all or any part of the Premises, or allow any other person or entity to occupy or use all or any part of the Premises. In the event Tenant submits a request with Landlord pursuant to this section, the request shall be accompanied by a copy of all agreements between Tenant and the proposed assignee setting forth all of the terms and conditions of the sale of the business and assignment of the leasehold interest, a statement by the proposed assignee describing, in detail, assignee's proposed plan for operation of the business, setting forth in particular, any changes in the management operation, staffing, services, merchandise, and pricing proposed by the assignee, pro forma financial statements demonstrating that the assignee would be able to operate the business in an economically viable manner during the remainder of the Term, and any other information requested by Landlord concerning the proposed assignee's ability to financially assume the obligation of the Agreement and to conduct the business designated herein.

7.02. Deemed Assignment. Any transfer of this Agreement from Tenant by merger, consolidation, liquidation or sale of a controlling interest of corporate stock shall constitute an assignment. All transfers shall require Landlord approval. The phrase "**controlling interest**" means the right to vote stock possessing at least fifty-one percent (51%) of the combined voting power of all classes of Tenant's capital stock issued, outstanding, and entitled to vote for the election of directors.

7.03. Involuntary Assignment. It is specifically intended that neither this Agreement, nor any interest therein or in the Premises shall be assigned by operation of law, including, without limitation, testacy or intestacy, bankruptcy, reorganization or insolvency, and no trustee, sheriff, creditor, or purchaser at any judicial sale, or any officer of any court or receiver (unless

appointed at the request of Landlord) shall acquire any rights under this Agreement, or the possession or use of the Premises or License Area, without the written consent of Landlord.

7.04. Unauthorized Assignment or Sublease. Any attempted assignment or subletting without Landlord's required consent shall be void and shall, at the option of Landlord, terminate this Agreement. Any assignee, subtenant or other recipient of Tenant's interest in this Agreement is hereby notified that such transfer is of no force or effect without Landlord's prior written consent.

7.05. Effect of Consent. Consent by Landlord to an assignment or subletting shall not release Tenant from its primary liability under this Agreement, and Landlord's consent to one assignment, subletting or occupation by other parties shall not be deemed a consent to other subleases, assignments or use by other parties.

ARTICLE 8 - USE OF PREMISES AND CONDUCT OF BUSINESS

8.01. Use of Premises and License Area.

(a) Tenant shall use the Premises solely for the Permitted Use under the trade name. No use shall be made of the Premises that interferes with fishing, commerce, navigation or the maintenance and operation of the Wharf.

(b) Tenant shall at no time allow slot machines or any other gaming machines or arcade amusement machines (including without limitation pinball, video, and other games of amusement), to be used, operated or kept within the Premises or License Area without the prior written consent of Landlord. Tenant shall not commit or suffer to be committed any waste upon the Premises or License Area or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenants or their customers on the Wharf.

(c) Tenant shall not use, or permit the Premises and the License Area or any part thereof to be used, for any purpose other than the purpose for which the Premises and License Area are leased or licensed. No use shall be made or permitted to be made of the Premises and License Area, nor acts done, which will increase the existing rate of insurance upon the Premises and License Area, or cause a cancellation of any insurance policy covering the Premises and License Area or any part thereof. Nor shall Tenant sell or permit to be kept, used, stored or sold in or about the Premises and License Area any article which may be prohibited by any policy of fire insurance obtained by the Landlord. Tenant shall, at its sole cost, comply with any and all requirements regarding the use of the Premises and License Area by any company that issues a policy of fire, casualty or public liability insurance to the Landlord. If Tenant's use of the Premises and License Area results in a rate increase for the Premises and License Area or any other building on the Wharf, or the Wharf itself, Tenant shall pay as Additional Rent within ten (10) days written notice, a sum equal to the additional premium caused by such rate increase.

8.02. Service Requirements. In addition to all other terms and conditions in this Agreement, Tenant shall be obligated to meet the following minimum service requirements (collectively "**Service Requirements**"):

(a) In 2024, Tenant shall supply at least 11 boats with motors available for rental to the public, and in 2025, Tenant shall supply at least 15 boats with motors available

for the public. Said boats and motors shall be in good, operational condition, and shall be in compliance with all Coast Guard regulations.

(b) Tenant shall operate the hoist located on the Wharf during all times necessary to adequately serve the public. Tenant is solely responsible for operation of the hoist. Because of the nature of the hoist, it is not possible to have a railing on the edge of the Wharf in the vicinity of the hoist. Tenant must take all measures necessary to keep the public away from that portion of the Wharf that has no railing, including, but not limited to, the erection of chains or barriers. The City Manager or the Public Works Director may require additional safety measures in this regard.

(c) Tenant shall conduct commercial mooring operations within the 1,000 foot by 1,000 foot area designated in Exhibit C attached hereto and incorporated herein by reference. From May 1 through September 30 of each calendar year, subject to weather conditions prohibiting such activities, Tenant shall perform all of the following activities at its sole cost and expense:

(i) During 2025, install, provide annual inspection of, provide all maintenance and repairs of and replace, as necessary, no fewer than eight (8) and up fifty (50) moorings (or such greater number of moorings as authorized in writing by Landlord), including all related apparatus, and

(ii) Provide, service, maintain and operate a safe, well-maintained shore boat to adequately provide timely transportation between moored vessels and the wharf from 7:00 a.m. to 4:00 p.m., or according to such schedule as approved in writing by Landlord.

(iii) Tenant shall not rent any moorings for any period of time which extends beyond the Expiration Date.

Tenant may, but is not required to, operate boat sales, boat repairs and boat chartering businesses.

8.03. Conduct and Operation of Business. Tenant agrees that Tenant's business operated on the Premises shall be established and conducted throughout the term of this Agreement in a first-class manner and that Tenant will not use the Premises for, or carry on or permit upon the Premises any offensive, noisy, or dangerous trade, business, manufacture, or occupation, or cause or permit any nuisance. Tenant further agrees that neither the Premises nor the License Area shall be used or permitted to be used in whole or in part during the term of this Agreement for any purpose or use that is in violation of an applicable laws, ordinances, regulations, and/or rules of any public authority. Tenant will do all things necessary to maintain the Premises and the License Area in a clean, neat, and sanitary manner, and in compliance with all applicable laws, ordinances, regulations, and/or rules of any public authority, and will keep the Premises open for business and cause such business to be conducted thereon during each and every day and for such number of hours each day as is necessary to fully serve the public. Tenant shall provide, carry and offer for sale at all times a full line of services and full and complete stock of reasonable merchandise at competitive prices, and shall maintain adequate personnel for the efficient serving of customers. Tenant shall provide, carry and offer for sale only high quality merchandise, and shall not lower the quality of its services or merchandise or change the quality of its business without Landlord's consent.

8.04. Licenses, Permits and Approvals. Tenant shall obtain and maintain, at its sole cost and expense, all necessary licenses, permits and approvals to operate the businesses above on the Premises and License Area, including without limitation, all license, permits and approvals required for the Fuel Shed.

8.05. Hazardous or Toxic Materials.

(a) Tenant shall comply, at its expense, with all federal, state and local laws, statutes or regulations concerning environmental conditions, emissions, pollutants and controls, including, without limitation, all such laws, statutes and regulations applicable to the Fuel Shed. Tenant shall not cause, store, use or permit any Hazardous Material (defined below), including without limitation asbestos or polychlorinated biphenyls, to be brought upon, kept or used in or about the Premises and License Area by Tenant, its officers, employees, representatives, agents, customers, invitees or trespasser ("**Tenant Parties**"), without the prior written consent of Landlord, which Landlord shall not unreasonably withhold as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business, does not violate any requirements of the Landlord's policies of fire, causality or public liability insurance and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises and License Area.

(b) If Tenant breaches any of its obligation stated herein, or if the presence of Hazardous Material on the Premises and License Area, including, without limitation in the Fuel Shed, caused or permitted by Tenant results in contamination of the Premises, License Area or any area adjacent thereto, then Tenant shall indemnify, defend (with counsel acceptable to Landlord) and hold Landlord harmless from any and all claims, judgment, damages, penalties, fines, costs, liabilities or losses, including, without limitation, diminution in value of the Premises and License Area, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises and License Area, damages arising from any adverse impact on marketing of space on the Wharf, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees which arise during or after the Agreement Term as a result of such contamination. Without limiting the foregoing, if the presence of any Hazardous Material on or about the Premises and License Area, including the Fuel Shed, caused or permitted by Tenant results in any contamination of the Premises, License Area or any area adjacent thereto, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises, License Area and any adjacent area to the condition existing prior to the introduction of any such Hazardous Material to the Premises, License Area and/or adjacent area; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises and License Area.

(c) As used herein, the term "**Hazardous Material**" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" shall include without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii)

defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Section 9 or defined as hazardous or extremely hazardous pursuant to Section 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317); (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); or (x) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601), and any amendments or successor statutes thereto.

8.06. Compliance with Governmental Regulations. Tenant shall, at its sole cost and expense, comply with all of the requirements of all local, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises and License Area, including without limitation, the Fuel Shed. With regard to the use of the Premises and License Area, Tenant shall faithfully observe all local ordinances and state and federal statutes now in force or which may hereafter be in force.

8.07. Americans With Disabilities Act. Tenant acknowledges and expressly accepts full responsibility and shall incur all costs and expenses for compliance with the requirements of the Americans with Disabilities Act (ADA) and any other local, state or federal law or regulation regarding the accessibility of the Premises and License Area. Tenant agrees to release, indemnify, defend (with counsel acceptable to landlord) and hold Landlord harmless for any claim, loss, expense or liability arising from Tenant's failure to fully comply with all such laws or regulations.

ARTICLE 9 - IMPROVEMENTS

9.01. Consent. Tenant shall not make any improvements, alterations or additions to the Premises or the License Area without Landlord's prior written consent. All improvements, alterations and additions shall be in conformity with the laws, directives, rules or regulations of all applicable public and governmental agencies. Prior to the commencement of any work relating to any repairs, alterations, improvements or additions approved by Landlord, Tenant's contractor(s) shall notify the Public Works Director.

9.02. Notices. At least fifteen (15) days prior to commencing any work relating to any improvements, alterations or additions approved by Landlord, Tenant shall notify Landlord in writing of the expected commencement date. Landlord shall have the right thereafter to post and maintain on the Premises and the License Area such notices as Landlord deems necessary to protect Landlord and the Premises and the License Area from mechanics' liens, materialmen's liens or any other liens. Tenant shall pay, when due, all claims for labor and materials furnished to or for Tenant for use in improving the Premises and the License Area. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises and the License Area arising out of work performed, materials furnished or obligations to have been performed on the Premises and the License Area by or at the request of Tenant. Tenant hereby indemnifies, defends (with counsel acceptable to Landlord) and holds Landlord harmless against loss, damage, attorneys' fees and all other expenses on account of claims of lien of laborers or

materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under it.

9.03. Trade Fixtures. Tenant may install trade fixtures, display items, machinery or other trade equipment in conformance with the all laws, ordinances, directives, rules or regulations of all applicable public and governmental agencies. With the exception of furniture, equipment and trade fixtures that may be removed by Tenant without causing damage to the Premises and the License Area, all improvements, alterations or additions shall become part of the Premises and License Area and belong to Landlord at termination of the Agreement. Tenant shall not remove any trade fixtures, display items, machinery or other trade equipment from the Premises and the License Area, without Landlord's written consent, if the removal of any such item would cause damage to the Premises and License Area and, in the absence of Landlord's written consent to removal, any such item shall be deemed a part of the Premises and the License Area and belong to the Landlord at termination of the Agreement.

9.04. Restoration. Except as otherwise provided herein, Tenant shall return the Premises and the License Area to the same condition as existed on the Commencement Date, reasonable wear and tear expected. Landlord, in Landlord's sole discretion and authority, and upon receipt of written request from Tenant, may consider allowing all or some Tenant Improvements approved by Landlord under this Agreement to remain at the Premises or License Area at the expiration or earlier termination of the Agreement. Landlord, at its election, may also require Tenant to remove, at Tenant's sole cost, any improvements, alterations or additions approved by Landlord in accordance with this Agreement. Tenant shall repair, at its sole cost, any damage resulting from the removal of any alterations, improvements, additions, equipment, machinery or trade fixtures,

9.05. Signs and Advertising Matter.

(a) Tenant will not place, install, maintain or construct or allow any third party to place, install, maintain or construct any sign, banner, flag, awning or canopy, covering, or advertising matter on the roof, or on any exterior door, wall or windows of the Premises and the License Area without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or window coverings in good condition and repair at all times. Tenant shall not display or sell any merchandise or allow carts, portable signs, devices, vending machines or other objects to be stored or remain on the Wharf or elsewhere outside of the defined exterior of the Premises and the License Area without the prior written consent of Landlord.

(b) No advertising medium shall be used or allowed to be used by Tenant which can be heard or experienced outside the Premises and the License Area, including without limitation, flashing lights, searchlights, loudspeakers, phonographs, radios or television. Except with Landlord's prior written consent, Tenant shall not distribute or cause to be distributed on the Wharf any handbills or other advertising materials.

ARTICLE 10 - MAINTENANCE AND REPAIRS

10.01. Landlord's Maintenance Obligations.

(a) Landlord shall maintain in good condition and repair the roofs, structural components (including Wharf substructure and pilings), and exterior surfaces of exterior walls

of the Building (exclusive of doors, door frame, door checks, windows, window frames and store fronts); provided, however, if any repairs or replacements are necessitated by the negligence, gross negligence or willful acts of Tenant or any Tenant Parties or by reason of Tenant's failure to observe or perform any provisions contained in this Agreement or caused by alterations, additions or improvements made by Tenant, any Tenant Parties, or any contractors, subcontractors, laborers or materialmen of Tenant, the cost of such repairs and replacements shall be the sole obligation of Tenant.

(b) Tenant shall be solely responsible for all repairs to and maintenance of the Premises and the License Area, which are not expressly allocated to Landlord under this Agreement. Tenant shall not undertake any additional improvements at or to the Premises or License Area without Landlord's express written consent to be given in Landlord's sole discretion.

(c) Unless Tenant notifies Landlord in writing of the need for repairs under this provision, Landlord shall not be liable for its failure to make such repairs. Landlord shall be entitled to a reasonable period of time to effect such repairs upon receipt of said written notice from Tenant. Tenant waives any right of offset against any Rent due hereunder and agrees not to assert as an affirmative defense in any judicial proceeding or arbitration brought by Landlord against Tenant on claims made under this Agreement the provisions of Sections 1941 and 1942 of the California Civil Code, or any superseding statute, and of any other law permitting Tenant to make repairs at Landlord's expense.

10.02. Landlord's Right of Entry. Landlord, its agents, contractors, employees and assigns may enter the Premises and License Area at all reasonable times to: (a) examine the Premises and License Area; (b) perform any obligation of, or exercise any right or remedy of, Landlord under this Agreement (c) make repairs, alterations, improvements or additions to the Premises, the Building, the License Area, or to other portions of the Wharf as Landlord deems necessary; (d) perform work necessary to comply with laws, ordinances, rules or regulations of any public authority or of any insurance underwriter; (e) show prospective tenants and licensees the Premises and License Area during the last six (6) months of the Term; and (f) perform work that Landlord deems necessary to prevent waste or deterioration in connection with the Premises and License Area should Tenant fail to commence to make, and diligently pursue to completion, in a reasonable time as defined by Landlord, Tenant's required repairs after written demand therefor by Landlord. Landlord's right of entry includes the right to erect scaffolding and all other necessary structures to make any repairs, alterations, or improvements to the Premises, the License Area, and/or the Wharf. Tenant's Rent for the Premises shall be subject to proration, as reasonably determined by Landlord, during such period that Tenant is unable to occupy the entire Premises due to Landlord's entry to make repairs, alterations or improvements to the Premises, the License Area, and/or the Wharf. Tenant hereby waives any claims to damage against Landlord arising from loss of business by reason of Landlord's entry as provided for in this Section. Landlord will give a minimum of twenty-four (24) hours advance notice of such entry when practicable.

10.03. Tenant's Maintenance Obligations.

(a) Except as provided elsewhere in this Agreement, Tenant, at its sole cost and expense, shall keep the Premises and License Area in good order, condition and repair and shall make all replacements necessary to keep the Premises and License Area in such condition, including, without limitation, maintenance and repair of HVAC systems, and maintenance and inspection of fire sprinkler systems.

(b) All replacement equipment shall be of a quality equal to or exceeding that of the original equipment or improvements, and shall keep with the decor established for the Wharf. Should Tenant fail to make these repairs and replacements or otherwise maintain the Premises and License Area for a period of three (3) days after delivery of a written demand by Landlord, or should Tenant commence, but fail to complete, any repairs or replacements within a reasonable time after written demand by Landlord, Landlord shall have the right to make such repairs or replacements without liability to Tenant for any loss or damage that may occur to Tenant's stock or business, and Tenant shall pay for all costs incurred by Landlord in making such repairs or replacements, together with interest thereon at the maximum rate permitted by law from the date of commencement of the work through the date of payment. Tenant shall, at its expense, repair promptly any damage to the Premises, Building, the License Area, or the Wharf caused by Tenant, any Tenant Parties, or any subtenants, assignees or concessionaires of Tenant, or caused by the installation or removal of Tenant's personal property.

(c) Tenant shall, at its own expense, comply with all requirements of Landlord's insurance underwriters and any other governmental authority having jurisdiction thereof, regarding the installation and periodic maintenance of fire suppression systems or apparatus.

(d) Tenant agrees, at the Expiration Date or upon earlier termination thereof for any reason, to quit and surrender said premises in good condition and repair, reasonable wear and tear and damages by acts of God, excepted. On or before the Expiration Date, Tenant shall remove from the Premises and License Area all personal property owned or controlled by Tenant and shall leave the Premises and License Area and all portions thereof in a broom clean condition.

ARTICLE 11 - UTILITY CHARGES AND COSTS

11.01. Utility Charges. Commencing September 1, 2024 and continuing through the Term of this Agreement:

(a) Tenant shall pay for all water, garbage, gas, heat, light, power, electrical, telephone service, WIFI and any other utilities charges (if any) for the Premises and License Area whether charged separately or otherwise (collectively, "**Utility Charges**").

(b) Tenant shall arrange for adequate garbage service for the Premises and License Area and shall pay for such costs directly to the provider.

(c) Regarding electricity and water costs, Tenant will pay fifty (50%) of the average of its prior electrical and water use for the most recent twelve (12) month period during which Tenant previously occupied the Premises and License Area, as reasonably determined by Landlord. Such payments are due within thirty (30) days of Landlord's invoice.

11.02. Garbage and Trash. Tenant shall promptly and regularly cause the following to occur:

(a) ensure that garbage and trash are regularly and consistently removed from the Premises and from the License Area; and

(b) clean and maintain all fish-cleaning tables and stations located on the Wharf.

11.03. Interruption. Landlord shall not be liable for any failure or interruption of any utility service being furnished to the Premises and License Area, and no such failure or interruption shall entitle Tenant to terminate this Agreement.

ARTICLE 12 - INDEMNIFICATION AND INSURANCE

12.01. Indemnification. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause. Tenant, as a material part of the consideration for this Agreement, hereby expressly waives and releases all claims against Landlord, its elected and appointed officials, officers, employees, representatives, agents and volunteers (collectively, "**Landlord Parties**"), for any injury or damage to any person or property on or about the Premises and License Area arising for any reason. Tenant agrees to indemnify, release, defend (with counsel acceptable to Landlord) and hold harmless Landlord and the Landlord Parties from any loss, claim, cost, expense or liability for any injury or damage to person or property, occurring, in, on or about the Premises and License Area, arising for any reason, including without limitation the condition or use of the Premises and License Area or the improvements or personal property located therein and against any loss, claim, cost, expense or liability for injury to the person or property of Tenant or any Tenant Parties.

12.02. Insurance Requirements. Tenant shall procure and maintain for the duration of the Term coverage against claims for injuries to persons or damages to property which may arise from or in connection with Tenant's operation and use of the Premises and License Area. The cost of such insurance shall be borne by Tenant.

- (a) **Minimum Scope of Insurance.** Coverage shall be at least as broad as the following:
- (i) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - (ii) Workers' Compensation insurance as required by the State of California.
 - (iii) Property insurance against all risks of loss to any Tenant property, improvements or betterments.
- (b) **Minimum Limits of Insurance.** Tenant shall maintain limits no less than the following:
- (i) **General Liability.** \$2,000,000 per occurrence for bodily injury, personal, (Including operations, injury and property damage, products and completed operations).
 - (ii) **Property Insurance.** Minimum of \$2,000,000 or equal to the full replacement value (whichever is greater) of Tenant's personal property, trade fixtures, equipment, merchandise, improvements located on the Premises and License Area.
 - (iii) **Deductibles and Self-Insured Retentions.** Landlord may choose to review deductibles and self-insured retentions on property insurance. At the option of Landlord, either: the insurer shall

reduce or eliminate such deductibles or self-insured retentions as respects Landlord and the Landlord Parties; or Tenant shall provide a financial guarantee satisfactory to Landlord guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(c) Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

- (i) Landlord and all Landlord Parties are to be covered as insured's with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to Tenant.
- (ii) Tenant's insurance coverage shall be primary insurance as respect to Landlord and the Landlord Parties. Any insurance or self-insurance maintained by Landlord or any Landlord Parties shall be excess of Tenant's insurance and shall not contribute with it.
- (iii) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been given to Landlord.

(d) Acceptability of Insurer. Insurance is to be placed with insurers with a current AM. Best's rating of no less than A:VII.

(e) Verification of Coverage. Tenant shall furnish Landlord with original certificates and amendatory endorsements effecting commercial general liability coverage required by this Agreement. Upon request by Landlord, Tenant shall provide certificates evidencing the other coverages required herein. The endorsements should be on forms provided by Landlord or on other than Landlord's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by Landlord before the Commencement Date. Landlord 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.

(f) Increase in Coverage. Landlord may increase or decrease the amount of commercial general liability insurance required herein, based upon a general review by Landlord of the standard insurance requirements. Such changes in coverage shall be commercially reasonable at the determination of Landlord. Changes in insurance amounts shall occur not more frequently than every two (2) years. Landlord will notify Tenant of any changes under this provision of this Agreement.

12.03. Tenant's Failure To Maintain Insurance. Tenant agrees that if Tenant does not maintain any insurance policy required under this Agreement or fails to pay any premiums when due, Landlord may, at its election, either terminate this Agreement, require that the Premises and License Area be immediately closed for business pending reinstatement of insurance by Tenant, or obtain the necessary insurance and pay the premium, and the repayment thereof shall be deemed to be Additional Rent due by the Tenant and payable on the next date upon which a payment of Rent is due.

12.04. Fire Insurance/Other Insurance Premiums.

(a) Tenant, at its sole cost, shall procure and maintain an insurance policy throughout the term of this Agreement insurance as may be deemed necessary by Landlord or required by Landlord's lender or by any governmental agency. Tenant shall also carry throughout the term of this Agreement at Tenant's expense, fire and extended coverage casualty insurance covering Tenant's personal property, trade fixtures, equipment and merchandise located in or upon the Premises and License Area in an amount approved by Landlord. Landlord, in its sole discretion, may require Tenant, from time to time, to procure and maintain other policies of insurance covering the Premises and License Area, including without limitation, earthquake insurance, vandalism and malicious mischief endorsement and rental loss insurance.

(b) All policies of insurance required under this Agreement shall name Landlord as an additional insured. Landlord has the right at any time to demand a copy of a Certificate of Insurance from Tenant for the policies of insurance required herein and any other reasonable evidence proving compliance with these provisions. The failure to provide Landlord with such evidence within five (5) calendar days of such demand shall constitute a material breach of this Agreement.

(c) If Tenant is unable to obtain any policy of insurance required by Landlord under this Agreement, then Landlord, at its sole discretion, and subject to the availability of coverage, may purchase such policy of insurance and Tenant shall reimburse Landlord for Tenant's pro rata share of the cost of such insurance as Additional Rent. In determining Tenant's pro rata share of the premiums for any such insurance specified herein, the schedule issued by the organization making the insurance rate on the improvements, areas and/or risks covered, showing the various components of such rates, shall be conclusive evidence of the charges which make up the insurance rate and the pro rata share to be charged to the Premises and License Area. If such a schedule cannot be obtained, then Tenant's pro rata share shall be based upon the ratio that the gross floor area of the Premises and License Area bears to the total gross leasable floor area of the building or buildings for which said insurance policy relates. Landlord may estimate the cost of insurance and collect and impound Tenant's share of these costs upon written notice to Tenant.

12.05. Waiver of Subrogation. Tenant and Landlord each waive its right of recovery against the other, and each party's successors, assigns, directors, agents and representatives, in connection with any loss or damage caused to property belonging to the Tenant or Landlord which is covered by any insurance policy of either the Tenant or Landlord in force at the time of any such loss or damage. Tenant and Landlord hereby waive, on behalf of each party's insurance carriers, any right of subrogation it may have against the other party and each shall notify its carriers of the waiver contained herein.

12.06. Waiver of Loss and Damage. Landlord shall not be liable for any damage to inventory or other property of Tenant, or others, located in, on or about the Premises and License Area, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise, and Tenant waives any claim against Landlord with respect to such property. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises and License Area or from the pipes, appliance or plumbing works or from the roof, street or subsurface or from any other places or by any other cause of whatsoever nature. Landlord shall not be liable to Tenant, Tenant's employees or representatives for any such damage caused by other tenants or persons in the Premises and License Area, occupants of adjacent property of the Wharf, or the

public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises and License Area shall be so kept or stored at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

12.07. Notice by Tenant. Tenant shall give immediate notice to Landlord in case of fire or accidents in or around the Premises and License Area or of any damage or defects in the Premises and License Area, or any fixtures or equipment therein.

ARTICLE 13 - DEFAULT

13.01. Events of Default. The occurrence of any of the following shall constitute a breach and material default of this Agreement by Tenant:

- (a) The failure of Tenant to pay or cause to be paid any Rent, monies or other charges due Landlord as set forth in this Agreement if the failure continues for ten (10) consecutive calendar days after the due date payment of any such amounts;
- (b) The failure of Tenant to maintain all insurance coverage as set forth in Section 12.
- (c) The abandonment of the Premises or the License Area by Tenant, which shall mean failure to operate as set forth in this Agreement for seven (7) consecutive days, except by prior written notice by Tenant and with the written consent of Landlord;
- (d) Except as otherwise provided in this Agreement, the failure of Tenant to do or cause to be done any act as set forth in this Agreement, including with limitation, the Service Requirements described in Section 8.02, if the failure continues for ten days (10) consecutive days after notice has been given to Tenant. However, Tenant shall not be in default of this Agreement if Tenant commences to cure the default within said ten (10) day period and diligently and in good faith continues to cure the default to the satisfaction of Landlord;
- (e) Tenant causing, permitting or suffering, without the prior written consent of Landlord, any act when this Agreement requires Landlord's prior written consent or prohibits such act; or
- (f) Any act of bankruptcy caused, suffered or permitted by Tenant. For the purposes of this Agreement, "act of bankruptcy" shall include any of the following:
 - (i) Any general assignment or general arrangement for the benefit of creditors;
 - (ii) The filing of any petition by or against Tenant to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy, unless such petition is filed against Tenant and the same is dismissed within sixty (60) days;

- (iii) The appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises and License Area or of Tenant's interest in this Agreement.
- (iv) The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises and License Area or of Tenant's interest in this Agreement.

13.02. Notice of Default and Opportunity to Cure. Landlord shall give written notice to Tenant of any event of default on the part of Tenant. Said notice shall specify the nature of the act, omission, or deficiency giving rise to the event of default. In addition, if the event of default is curable, and does not give rise to an imminent danger to health or safety, the notice shall also specify the action required to cure the default, and a reasonable date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which Tenant must take or commence such action to cure. If the notice specifies only a commencement date for the cure, Tenant must commence such cure within the specified time and shall diligently pursue the cure to completion within a reasonable time thereafter.

13.03. Remedies. In the event of any breach by Tenant, in addition to other rights or remedies of Landlord at law or in equity, Landlord shall have the following remedies:

- (a) Landlord shall have the right to recover against Tenant:
 - (i) The worth at the time of award of the unpaid rent that had been earned at the time of termination;
 - (ii) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the amount of the rental loss that Tenant proves could have been reasonably avoided;
 - (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; and
 - (iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform Tenant's obligations under the Agreement.

(b) The worth at the time of award of the amounts referred to in the previous subparagraphs shall be computed by allowing interest at ten percent (10%) per annum. The worth at the time of award of the amount referred to in subparagraph (iii) shall be computed by discounting this amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%).

(c) Efforts Landlord may make to mitigate the damages caused by Tenant's breach of this Agreement shall not constitute a waiver of Landlord's right to recover damages against Tenant, nor shall anything contained in this Agreement affect Landlord's right to indemnification against Tenant for any liability arising prior to the termination of this Agreement for personal injuries or property damage, and Tenant agrees to indemnify and hold

Landlord harmless- from any injuries and damages, including all reasonable attorney fees and costs incurred by Landlord in defending any action brought against Landlord for any recovery, and in enforcing the terms and provisions of this indemnification against Tenant.

(d) However, the breach of this Agreement by Tenant, or an abandonment of the Premises and the License Area by Tenant, shall not constitute a termination of this Agreement, nor of Tenant's right of possession under this Agreement, unless and until Landlord elects to do so, and until that time Landlord shall have the right to recover rent and all other payments to be made by Tenant under this Agreement as they become due; provided, that until Landlord elects to terminate this Agreement and Tenant's right of possession under this Agreement, Tenant shall have the right to sublet the Premises and the License Area or to assign interests in this Agreement, or both, subject only to the written consent of Landlord, which consent shall not be unreasonably withheld.

(e) As security for the performance by Tenant of all duties and obligations under the Agreement, Tenant assigns to Landlord the right, power, and authority, during the continuance of this Agreement, to collect the rents, issues, and profits of the Premises and the License Area, reserving to Tenant the right, prior to any breach or default by Tenant under this Agreement, to collect and retain the rents, (solely in the case of a sublease previously approved by Landlord) issues, and profits, from the operation of Tenant's approved business use, as they become due and payable, and so long as payments to Landlord are also kept current. Upon any breach or default, Landlord shall have the right at any time afterward, without notice except as provided for previously, either in person, by agent, or by a receiver to be appointed by a court, enter and take possession of the Premises and the License Area and collect rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any secured indebtedness, and in an order as Landlord may determine.

(f) In the event that Landlord should take any act to maintain or preserve the Premises and the License Area on Tenant's behalf, or seek the appointment of a receiver to protect Landlord's interests under this Agreement, such acts shall not constitute a termination of Tenant's right of possession unless Tenant receives written notice from Landlord to regarding Landlord's election to terminate.

(g) Tenant acknowledges that Landlord has executed this Agreement in reliance on the financial information furnished by Tenant to Landlord as to Tenant's financial condition. If it is determined at any time subsequent to the date of this Agreement that any of the financial information furnished by Tenant and relied upon by Landlord in executing this Agreement is substantially untrue or inaccurate, Tenant shall be deemed to be in default under this Agreement, which default shall not be subject to cure, and which shall entitle Landlord to exercise all remedies reserved to Landlord under this Agreement or otherwise available to Landlord at law.

13.04. Covenants and Conditions. All covenants made by Tenant hereby are conditions of this Agreement; therefore, in the event of any default by Tenant in fulfilling any of the same, Landlord may at any time thereafter at its option declare a forfeiture of this Agreement. Landlord shall not be obligated to perform any covenant made by Landlord under this Agreement which accrues after the date of any default by Tenant hereunder.

ARTICLE 14 - DAMAGE OR DESTRUCTION

14.01. Landlord's Duty To Repair.

(a) If the Premises and the License Area are destroyed or materially damaged from a cause not insured against under a fire or casualty insurance required herein, or if the amount of available insurance proceeds, including deductible costs, is not sufficient to completely repair or restore any such damage or destruction, or if Landlord determines that the required repairs to the Premises and/or the License Area are infeasible or impractical, Landlord shall have the right to terminate this Agreement by giving written notice of termination to Tenant within thirty (30) days after the date of the damage or destruction. If the Agreement is not terminated, then Landlord shall diligently proceed to repair and restore the Premises and the License Area to the extent that insurance proceeds, including deductible costs, are sufficient to completely repair or restore any such damage or destruction. However, if at any time the Landlord determines that repairs to the Premises and License Area are infeasible, the Landlord may terminate this Agreement.

(b) If the Premises and the License Area are materially damaged or destroyed from a cause covered by a fire or casualty insurance required herein, and it can be repaired or restored within thirty (30) days after commencement of repair or restoration, then Landlord shall diligently proceed to repair and restore the Premises and License Area. If Landlord determines that the Premises and the License Area cannot be repaired or restored within this period, then this Agreement may be terminated at the option of either party.

(c) If the Premises and the License Area are damaged to the extent of fifty percent (50%) or more of the replacement cost, Landlord may elect to terminate this Agreement.

(d) If Landlord elects or is required to make repairs under this Section 14, Tenant shall be entitled to a reduction in Rent, equal to that portion of the Premises and the License Area in which the floor area rendered unusable bears to the gross floor area of the Premises and the License Area, from the date of damage to the earlier of the date Tenant reopens for business or thirty (30) days from completion of Landlord's repair work. If, in Landlord's sole determination, the damage to the Premises and the License Area is such that Tenant cannot conduct normal business operations and must close, Tenant shall be entitled to a reduction in Rent from the date of damage to the earlier of the date Tenant reopens for business or thirty (30) days from completion of Landlord's repair work. Tenant waives the provisions of Civil Code Sections 1932(2) and 1933(4) with respect to any destruction of the Premises and the License Area.

(e) Except as otherwise provided in this Agreement, damage to or destruction of the Premises and the License Area shall not terminate this Agreement or result in the abatement of any Rent or other charges payable under this Agreement. Tenant expressly waives any right it may have, in law or equity, to offset any cost incurred by Tenant for repairs or restoration to the Premises and the License Area against Tenant's obligations to pay rent in connection with Landlord's duties of repair and restoration under this Agreement.

(f) Landlord's duties of repair and restoration under the provisions of this Agreement shall extend only to those portions of the Premises and the License Area insured under a policy of fire or casualty insurance required herein, and Landlord shall not be responsible for undertaking any repairs or restoration in excess of the amount of the insurance

proceeds actually received by Landlord or any loss, damage, or destruction to Tenant's personal property, trade fixtures, merchandise, inventory or equipment.

14.02. Tenant's Duty to Repair or Replace. Except as otherwise provided herein, Landlord's obligation to restore shall not include the restoration or replacement of Tenant's personal property, trade fixtures, merchandise, inventory, or equipment. Tenant shall restore and replace said items in the event that Landlord is obligated or elects to repair any damage or destruction of the Premises and the License Area.

ARTICLE 15 - ESTOPPEL CERTIFICATES; ADDITIONAL DOCUMENTS

15.01. Tenant to Furnish Certificate. Tenant shall, within ten (10) business days of written notice from Landlord, execute and deliver to Landlord a written statement certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Tenant's statement shall include other details requested by Landlord, such as the date to which Rent and other charges are paid and Tenant's knowledge concerning any uncured defaults in Landlord's obligations under this Agreement and the nature of such defaults if they are claimed. Any such statement may be relied upon conclusively by any prospective purchaser or encumbrance of the Premises and the License Area. Tenant's failure to deliver such statements within such time shall be conclusive upon the Tenant that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Landlord, and that there are no uncured defaults in Landlord's performance and that not more than one (1) month's rent has been paid in advance.

15.02. Additional Documents. Tenant, upon request of any party in interest, shall execute promptly such instruments and certificates necessary to carry out the intent of the foregoing Sections as shall be requested by Landlord.

ARTICLE 16 - MUNICIPAL WHARF RULES AND REGULATIONS

16.01. Rules and Regulations. Tenant acknowledges and understands that the Premises and the License Area are located on property of Landlord primarily devoted to commerce and navigation, namely the Wharf, which is under exclusive control of Landlord. By executing this Agreement, Tenant agrees to abide by all laws, ordinances, directives, rules and regulations promulgated by the City Council of the City of Capitola now existing or hereafter made for the government, management, maintenance, operation or improvement of the Wharf, including such directives as to the usage of the Wharf as may be determined or promulgated by the elected and appointed officials, officers or representatives of Landlord in their official or departmental capacity. Tenant further agrees that such laws, ordinances, directives, rules, regulations or conditions as may be imposed by Landlord through its City Council, administrative officers, department heads or duly authorized representatives, shall be subject to immediate compliance by Tenant without question or qualification as to the validity or reasonableness thereof.

ARTICLE 17 - MISCELLANEOUS

17.01. Attorneys' Fees. In the event of any legal action, arbitration or proceeding between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and expenses as awarded by the court, arbitrator or other person deciding the legal action, arbitration or proceeding as a part of the judgment or award resulting therefrom.

17.02. Sale or Lease of the Premises and the License Area by Landlord.

Notwithstanding any provisions of this Agreement, Landlord may assign in whole or in part Landlord's interest in this Agreement and may sell all or part of Landlord's leasehold interest in the real estate of which the Premises and the License Area are a part. In the event of any sale or exchange of the Premises and the License Area by Landlord and assignment by Landlord of this Agreement, Landlord shall be entirely freed and relieved of all liability under all covenants and obligations contained in or derived from this Agreement or arising out of any act, occurrence or omission relating to the Premises and the License Area which occurs after the consummation of such sale, exchange or assignment.

17.03. Liability to Successors. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto who shall be jointly and severally liable for the covenants contained herein.

17.04. Interpretation. Whenever the singular number is used in this Agreement, the same shall include the plural. Reference to any gender shall include the masculine, feminine and neuter genders, and the word "person" shall include corporation, firm or association, when required by the content. The headings or titles to the paragraphs of this Agreement are for convenience only and do not in any way define, limit or construe the contents of such paragraphs. This instrument contains all of the agreements and conditions made between the parties with respect to the hiring of the Premises and the License Area and may not be modified orally or in any manner except by a written instrument signed by all the parties to this Agreement. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. If any provision of this Agreement is determined to be void by any court of competent jurisdiction, such determination shall not affect any other provision of this Agreement and such other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions, one which would render the provision void and one which would render the provision valid, the provision shall be interpreted in the manner which would render it valid. Except as may otherwise be expressly stated, each payment required to be made by the Tenant shall be in addition to and not in substitution for other payments to be made by Tenant.

17.05. Time. Time is of the essence in this Agreement.

17.06. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, regulations or controls, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to that resulting from such prevention, delay or stoppage. However, Tenant's obligations to make payment for rental and other charges pursuant to the terms of this Agreement shall be excused or reduced only as elsewhere specifically provided in this Agreement.

17.07. Notices. Any notice required to be given by one party to the other or required to exercise an option under this Agreement may be given: by personal delivery in writing to the address set forth below; by registered or certified mail to the address set forth below with postage prepaid and return receipt requested; by private express parcel delivery service such as FedEx or United Parcel Service to the address set forth below; by successful facsimile transmission to the facsimile transmission telephone number set forth below; or by successful email transmission to the email address set forth below. Notice shall be deemed communicated

on the date of personal delivery in the case of personal delivery; as of five days from the date of postmark in the case of certified or registered mail; as of three days from the date of pick-up by the express parcel service in the case of delivery by an express parcel service; as of the date of facsimile transmission in the case of delivery by successful facsimile transmission; as of the date of email in the case of delivery by successful email transmission. A facsimile transmission shall be deemed successful if the facsimile confirmation sheet documents a successful transmission. An email transmission shall be deemed successful if a return unsuccessful email transmission notice is not received by the transmitting party. Each party may change its notification contact information set forth below by providing written notice of any such change in accordance with this paragraph.

Landlord

City of Capitola
Attn.: City Manager
420 Capitola Ave.
Capitola, CA 95010
Attention: City Manager

Tenant

JFS, Inc.
15 Municipal Wharf
Santa Cruz, CA 95060
Attention: David Morris, Tina Morris and Del Morris

Either party may, by proper notice, at any time designate a different address to which notices shall be sent.

17.08. Relationship of Parties. The relationship of the parties hereto is that of Landlord and Tenant and it is expressly understood and agreed that Landlord is not in any way or for any purpose a partner of Tenant, or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

17.09. Civil Code Section 718. This Lease is made subject to the provisions of Section 718 of the Civil Code of the State of California, and it is agreed that if at any time the leasing of the Premises shall interfere with the use of the Wharf for navigation or fishing, this Lease shall terminate.

17.10. Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Agreement, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No covenant, term or condition of this Agreement shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

17.11. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of

the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Agreement provided.

17.12. Authority. If Tenant is a corporation or partnership, each individual executing this Agreement on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

17.13. Broker's Commission. Each party represents and warrants that there are no claims for brokerage commissions or finder's fees arising from that party's activities in connection with this Agreement, and each party agrees to indemnify, defend and hold the other party harmless from all liability arising from any such claim.

17.14. Discrimination. Tenant, in its use of the Premises and License Area, shall not discriminate against any person or class of persons on the basis of race, color, creed, national origin, sex, age, or physical handicap.

17.15. Signs. Tenant shall not place any sign upon the Premises or License Area without Landlord's prior written consent. All signage shall comply with Landlord's signage design criteria, as exist from time to time. In addition, any style, size, materials and attachment method of any such signage shall be subject to Landlord's prior written consent. The installation of any sign on the Premises or License Area by or for Tenant shall be subject to the provisions of this Agreement. Tenant shall maintain any such signs installed on the Premises and License Area. Unless otherwise expressly agreed herein, Landlord reserves the right to install, and retain all revenues from the installation of, such advertising signs on the Premises and License Area, including the roof, as do not unreasonably interfere with the conduct of Tenant's business.

17.16. Recordation. Neither this Agreement, nor any memorandum, affidavit nor other writing with respect thereto, shall be recorded by Tenant or by anyone acting through, under or on behalf of Tenant without the prior written consent of Landlord, which may be granted or withheld in Landlord's sole and absolute discretion. Any recording thereof in violation of this provision shall make this Agreement null and void at Landlord's election.

17.17. OFAC Certification. Tenant represents, warrants and covenants that: (a) Tenant and its principals are not acting, and will not act, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated and Blocked Person" or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (b) Tenant acknowledges that the breach of this representation, warranty and covenant by Tenant shall be an immediate default under the Lease.

17.18. Certified Access Specialist Disclosure. Inspection by Certified Access Specialist. Landlord discloses that the Premises and Licensee Area have not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides: "A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CAsp inspection of the subject premises, the commercial property owner or lessor

The parties have executed this Agreement as of the date first written above.

LANDLORD:

City of Capitola,
a California municipal corporation

By: _____
Jamie Goldstein
City Manager

TENANT:

JFS, Inc.,
a California Corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM

By: _____
Samantha Zutler
City Attorney

Date: _____

Exhibit A

**Location of Premises and License Area on Wharf, including locations of Containers,
Existing Storage Shed, Additional Storage Shed and Fuel Shed**

Exhibit B
Depiction of License Area

Exhibit C
Depiction of Mooring Area

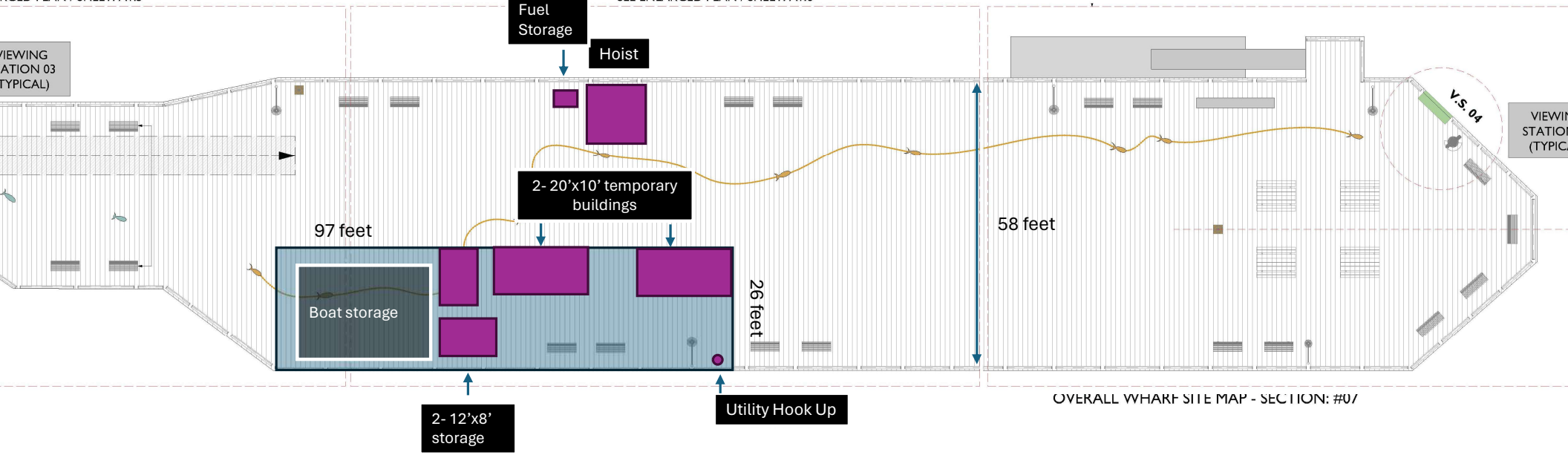
SECTION 05:
ENLARGED PLAN / SHEET: A1.5

SECTION 06:
SEE ENLARGED PLAN / SHEET: A1.6

SEE ENLARGED PLAN / SHEET: A1.5

VIEWING
STATION 03
(TYPICAL)

VIEWING
STATION
(TYPICAL)

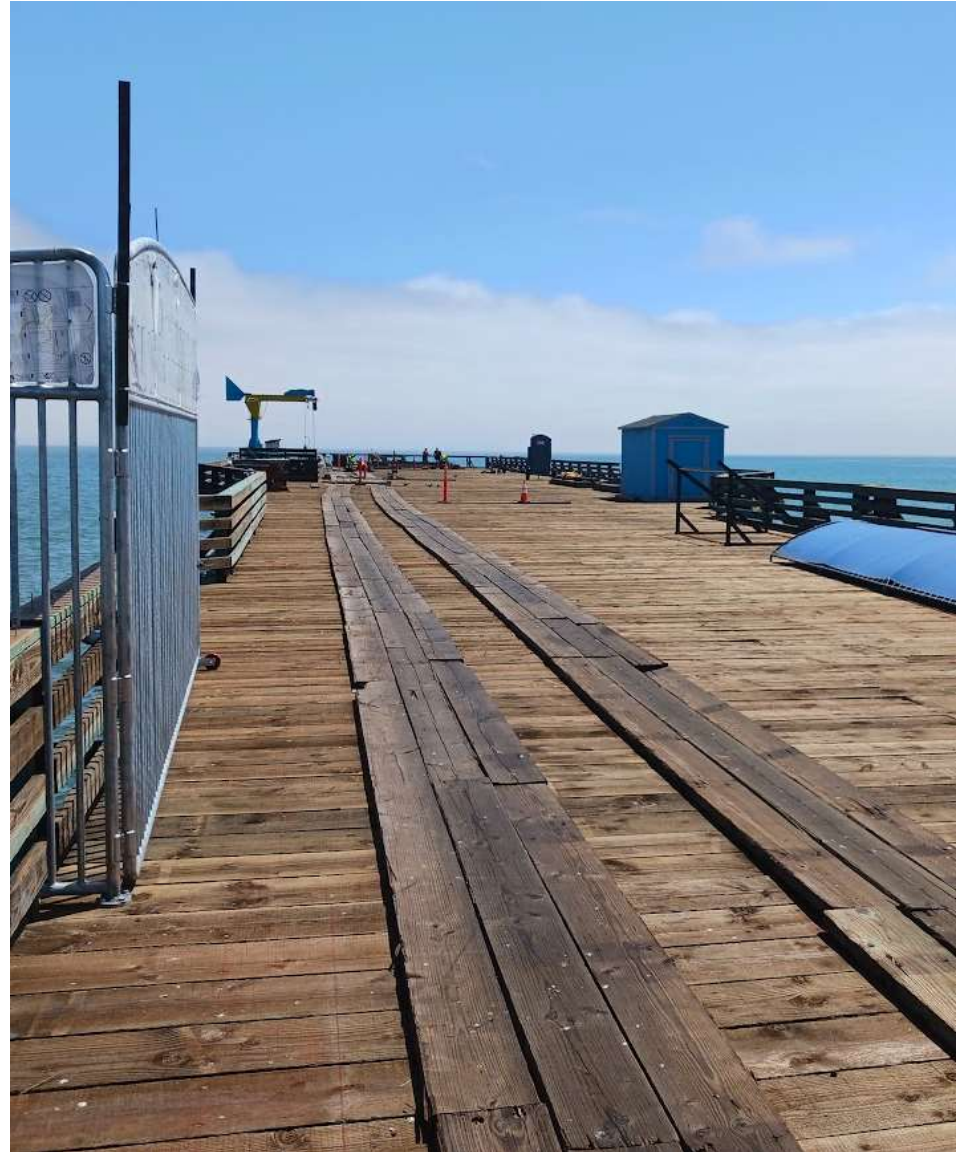


Short-Term Wharf Use Agreement & Temporary Structure Plan

City Council
June 13, 2024

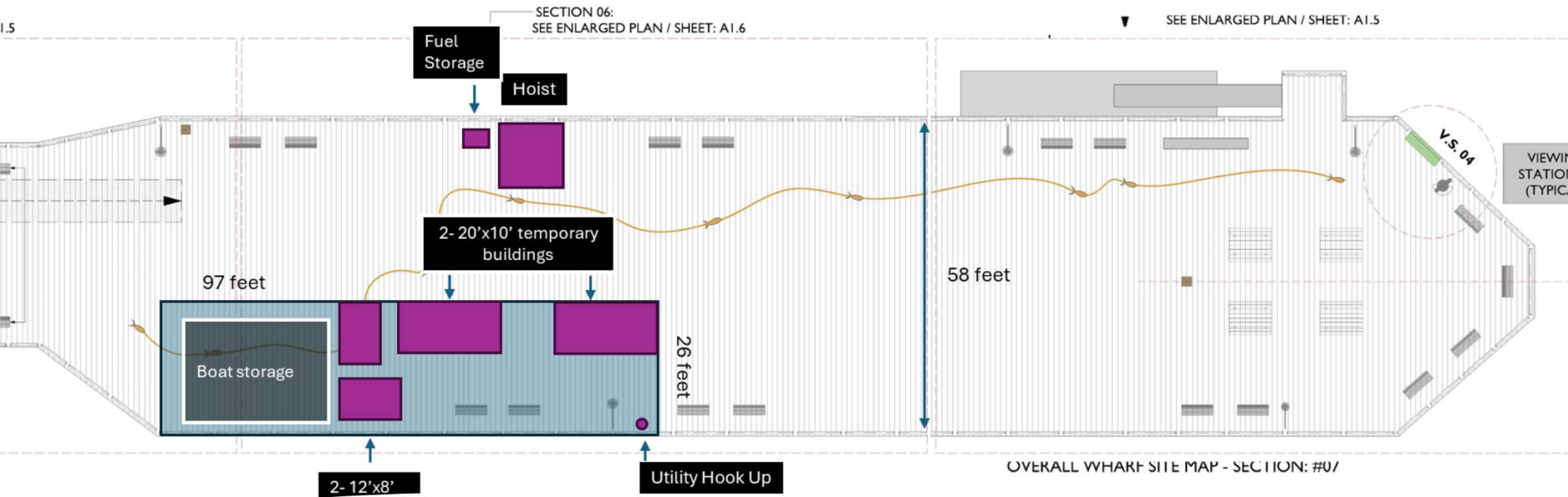
Staff Recommendation

1. Authorize City Manager to sign a short-term use agreement between City and JFS Incorporated (dba Boat and Bait) for temporary structures located on Capitola Wharf
2. Approve outlined temporary structure plan



Use Agreement

- 16-month term, ending December 31, 2025
- 25,000 square feet license area
- Annual rent = \$25,000 (2025 only)
- Allows
 - Operate a bait and tackle shop (includes selling bottled beverages and packaged snacks)
- Requires
 - Operate the boat hoist for public
 - Boat rentals and repairs
 - Operate the water taxi (2025 season)
 - Installation and operation of 8 to 60 moorings (2025 season)

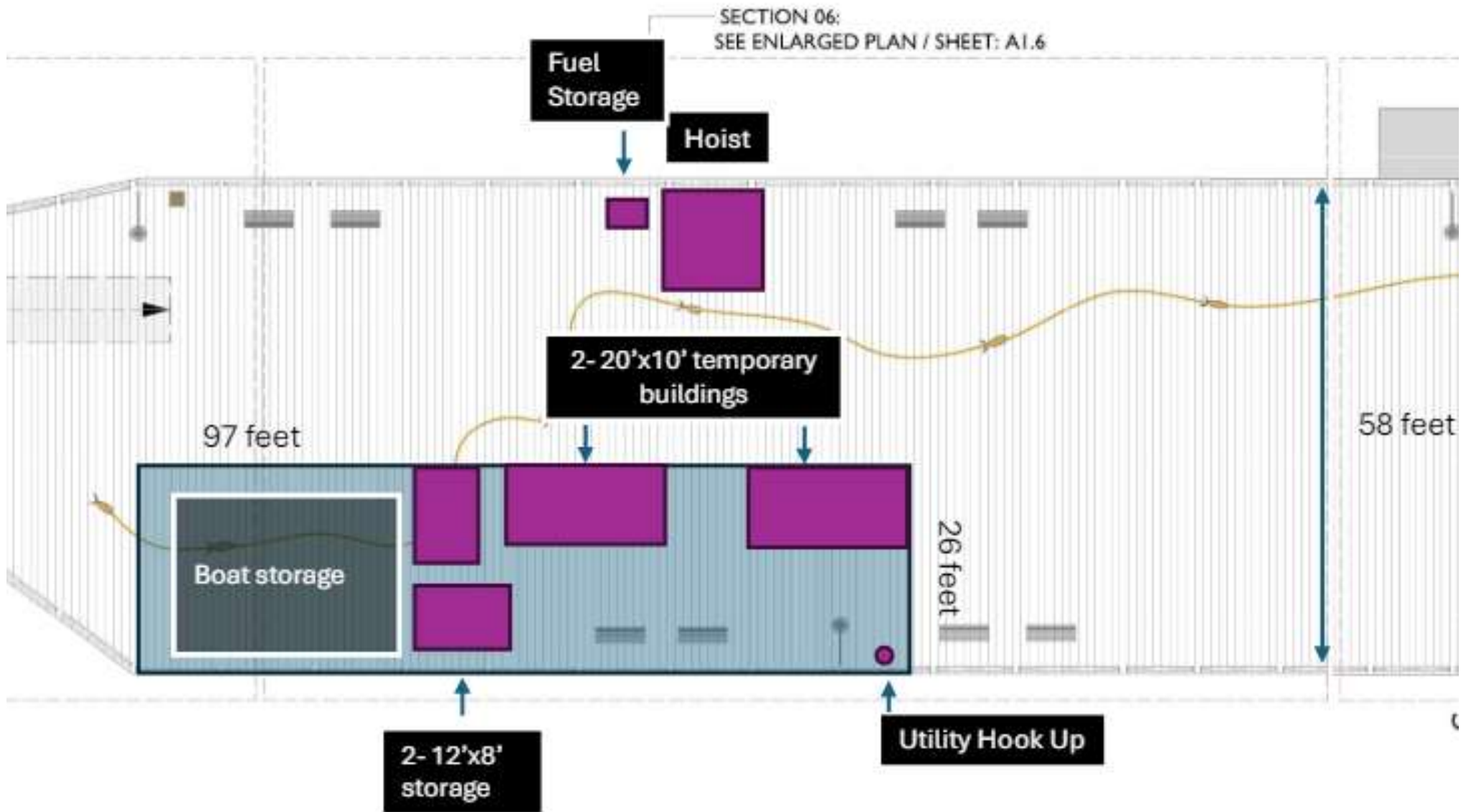


Facilities Plan

City to purchase and place temporary structures for Boat and Bait use on Capitola Wharf, in 25,000 square feet license area

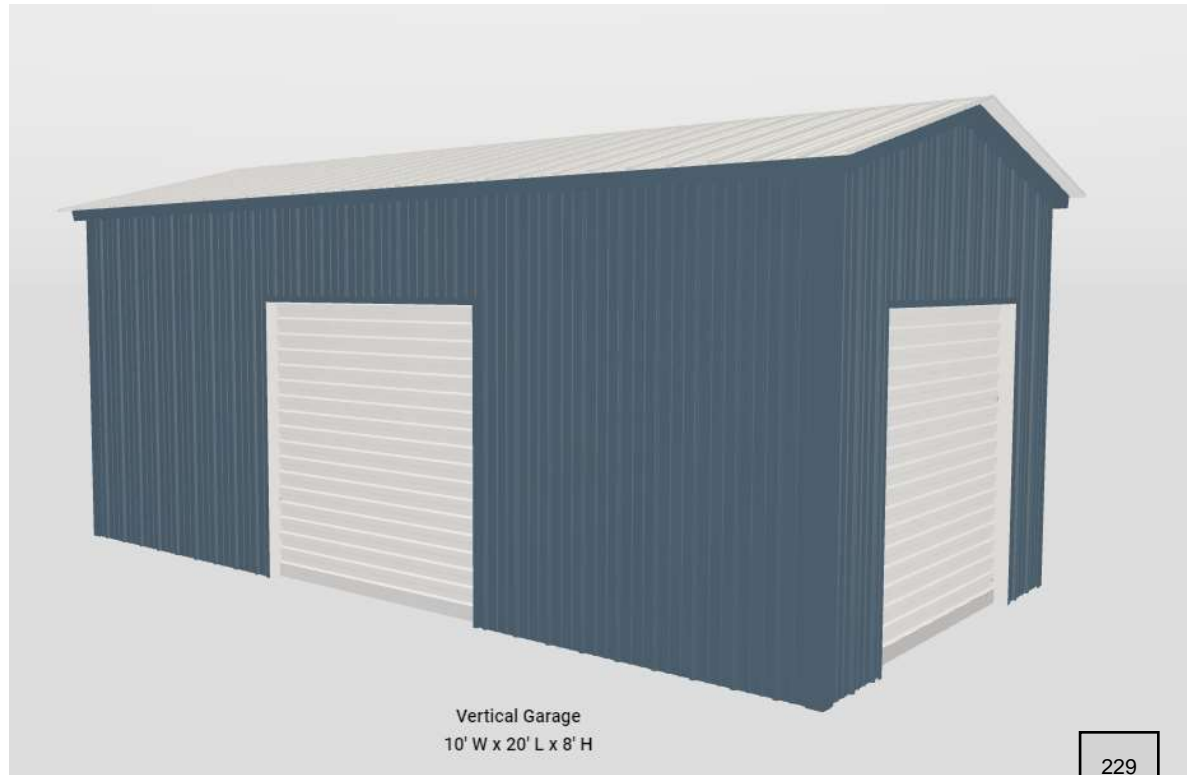
- Two 20' x 10' temporary structures
- Two storage sheds
- Permanent fuel shed

Layout



Temporary Structures

- Basic Specifications
 - Dimensions: 10x20
 - Material: Steel
 - Wind Rated
 - Electrical Retrofit
 - ADA Compliant Flooring
- PC Ad-Hoc Committee
 - Color: Slate Grey
 - Siding: Vertical
 - Roof: Pitched
 - Additional Windows
- Potential Reuse





Item 9 A.



Example Structures



Example Structures

Storage and Fuel Sheds

- Fire rated fuel shed as required by Santa Cruz County Health
- Storage shed matching dimension of existing shed and color of temporary structures



Facility Cost

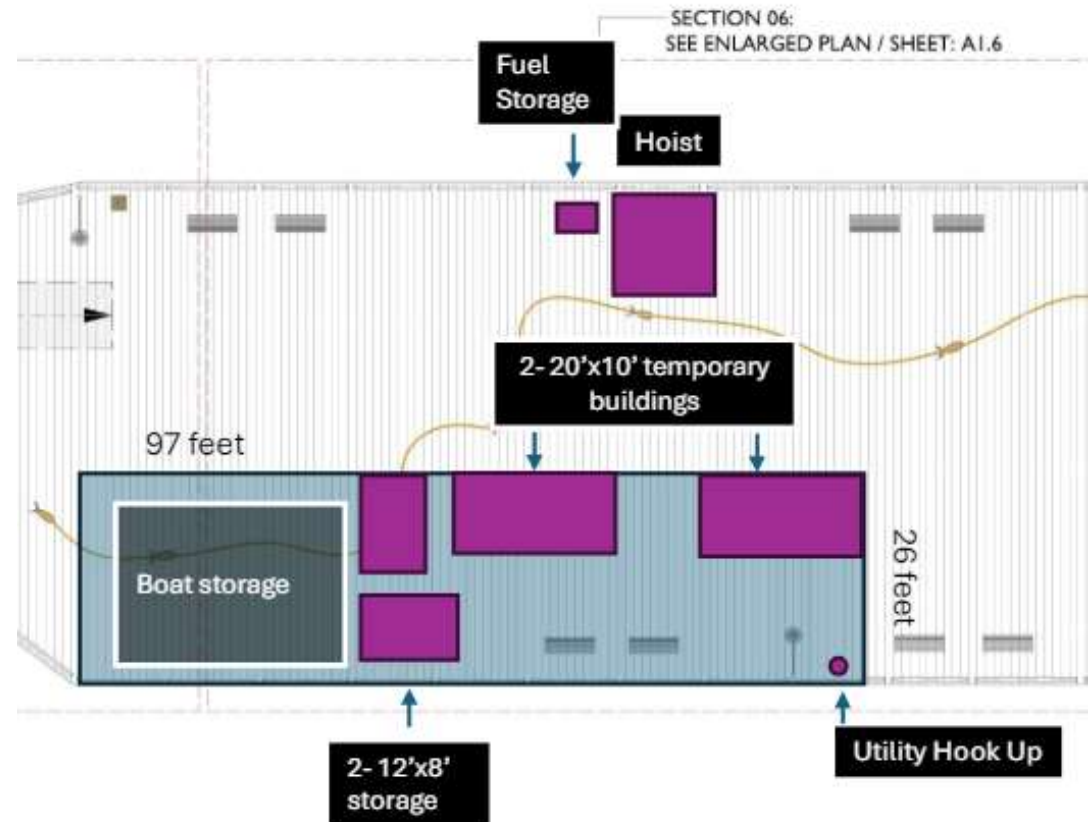
Temporary Buildings	\$	19,050
Additional Storage Shed	\$	3,000
Electrical Installation Allowance	\$	10,000
Total for Temporary Concessions	\$	32,050
Hazardous Materials Shed	\$	11,000
Total	\$	43,050

Updated Fiscal Impact

- Lease sets monthly rent at \$2,000, beginning in 2025. Over term, City will receive \$24,000 in rent
- City is investing approximately \$32,000 to purchase temporary structures for JFS Incorporated's use under agreement

Recommended Action

1. Authorize City Manager to sign a short-term use agreement between City and JFS Incorporated (dba Boat and Bait) for temporary structures located on Capitola Wharf
2. Approve outlined temporary structure plan



Capitola City Council

Agenda Report

Meeting: June 13, 2024

From: Finance Department

Subject: Capitola Village and Wharf Business Improvement Area Assessments for Fiscal Year 2024-25



Recommended Action: Conduct the noticed public hearing and adopt a resolution levying the Fiscal Year 2024-25 Capitola Village and Wharf Business Improvement Area (CVWBIA) Assessments and accepting the CVWBIA Annual Plan and budget.

Background: On June 23, 2005, the City Council adopted Ordinance No. 889 adding Chapter 5.10 to the Capitola Municipal Code establishing the Capitola Village and Wharf Business Improvement Area (CVWBIA). The CVWBIA assessments are renewed annually and fund various programs that benefit businesses within the CVWBIA district boundaries.

Discussion: On May 23, 2024, the City Council adopted Resolution No. 4371, Resolution of Intention to Levy Business Improvement Assessments for Fiscal Year 2024-25, which set a public hearing for June 13, 2024, in accordance with state law and Chapter 5.10 of the Capitola Municipal Code. Notice of this public hearing was published in the Santa Cruz Sentinel newspaper on Thursday, May 30, 2024, and was mailed to affected business owners by the CVWBIA.

The CVWBIA is a business-based, self-imposed assessment district in which the assessments are paid by business owners within the district boundary for improvements and activities that support and revitalize businesses as well as attract visitors. The assessment amount for each business is based on the business type and may be a flat fee or increasing fee based on the number of full-time equivalent employees. Consistent with the FY 2023-24 adopted assessments, the proposed FY 2024-25 assessments are proposed at 75% of the allowable maximum amount while the assessments for the hotel/motel/inn category are proposed at 50% of the allowable maximum amount.

The billing for City services identified in the CVWBIA plan was based on past agreements. The annual billing rates are \$3,000 for Public Works and \$4,200 for accounting services. The annual report and budget are included as Attachment 2.

During the public comment portion of this hearing, written and oral protests may be made pertaining to the proposed levy of assessments, the amount of the proposed assessments, and the proposed improvements and activities in accordance with California Streets & Highways Code §36524 and §36525.

In November 2018, voters approved Measure J, which increased the transient occupancy tax (TOT) from 10 percent to 12 percent. It restricted 20 percent of the TOT increase to be used for local business groups' marketing and community improvements. In February 2019, the City Council directed that restricted TOT funding be split evenly between the Capitola-Soquel Chamber of Commerce and the CVWBIA. The City Council also requested that a minimum of 25 percent of restricted TOT revenues be allocated toward community improvements, which may include special events. The proposed CVWBIA budget includes \$37,000 of TOT revenues for FY 2024-25. \$21,500 (58%) of the proposed TOT budget is for village enhancement and events.

Staff recommends that the City Council adopt the proposed resolution confirming the Fiscal Year 2024-25 CVWBIA Assessments and adopting the Annual Plan and Fiscal Year 2024-25 budget,

as received by the City Council on May 23, 2024, unless it receives oral and written protests from the owners of businesses that will pay 50 percent or more of the assessments as mandated by state law.

Fiscal Impact: There is no fiscal impact for the City. All administrative costs for billing and collections incurred by the City are reimbursed by the CVWBIA.

Attachments:

1. Proposed resolution
2. Exhibit A: BIA

Report Prepared By: Jim Malberg, Finance Director

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. ____
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
CONFIRMING THE FISCAL YEAR 2024-25 CAPITOLA VILLAGE AND WHARF BUSINESS
IMPROVEMENT AREA ASSESSMENTS AND ADOPTING THE ANNUAL PLAN
AND FISCAL YEAR 2024-25 CVWBIA BUDGET

WHEREAS, the Capitola Village and Wharf Business Improvement Area (CVWBIA) has prepared a report to the City of Capitola for Fiscal Year 2024-25 pertaining to the Business Improvement Area assessments for the CVWBIA under California Streets and Highways Code §36533; and

WHEREAS, that report was filed with the City Clerk on May 23, 2024; and

WHEREAS, Capitola Municipal Code §5.10.050 requires annual assessments to be imposed within the CVWBIA pursuant to a formula set forth in City Council Resolution No. 3453 referenced in Capitola Municipal Code §5.10.030, and later amended by Resolution No. 3546 and Resolution No. 4186; and

WHEREAS, on May 23, 2024, the City Council adopted Resolution No. 4371 stating its intention to levy business improvement assessments for Fiscal Year 2024-25, receiving the Annual Report and Fiscal Year 2024-25 Budget, and approving the CVWBIA Assessment Basis/Business Addresses and Assessment Method; and

WHEREAS, pursuant to Resolution No. 4371 the City Council, in accordance with California Streets and Highways Code Section §36535, held a public hearing on June 13, 2024, as provided for in Streets and Highways Code Sections §36524 and §36525, at which time it considered the annual report, the levy of business improvement assessments for Fiscal Year 2024-25, and received oral and written protests and endorsements to the regularity or sufficiency of the proposed business improvement assessments.

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

1. The Fiscal Year 2024-25 Capitola Village and Wharf Business Improvement Area Annual Report, including the Fiscal Year 2024-25 budget, as filed with the City Clerk on May 17, 2024, and received by the City Council on May 23, 2024, as part of Resolution No. 4371, is hereby confirmed and adopted.

2. The adoption of this Resolution shall constitute the Fiscal Year 2024-25 levy of assessments provided for in Chapter 5.10 of the Capitola Municipal Code pertaining to the Capitola Village and Wharf Business Improvement Area zone and rate of assessments adopted by the City Council on June 13, 2024.

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 13th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

EXHIBIT A
Resolution No.

Annual Report & Proposed Fiscal Year 2024-25 Budget
CVWBIA Assessment Basis
CVWBIA Business Listing and Assessment Method

Mission Statement

The objective of the CVWBIA is to provide a unified organization to promote, stimulate and improve the business conditions in the designated area, primarily during the shoulder season, September – May. The belief is that if the lodging properties and short-term rentals are full, the rest of the businesses in the area will benefit.

This can be achieved by the CVWBIA continuing to fund activities and projects that will:

- Improve access to information regarding the businesses and services provided by the Village and Wharf BIA to likely visitors to the area via newsletters, the internet, print and television advertising.
- Provide fun, family-oriented events throughout the year emphasizing the attributes of the Village and Wharf.
- Improve and enhance the appearance of the Village and Wharf in partnership with the City of Capitola.
- Enhance the ability of the CVWBIA to serve as a liaison between the business community and local governments.

In FY 2019-20 CVWBIA began to receive a portion of the Transient Occupancy Tax (TOT) collected by the City and made commitments based on projected TOT revenues. In January 2023 storm related flooding cause major damage to the wharf and some village businesses. Recovery has moved swiftly but business has not returned to pre-storm levels. FY 2024-25 assessments will remain at FY 2023-24 levels.

As the CVWBIA begins its nineteenth year we will continue and expand successful programs from prior years, which include the following:

1. **Website** – In 2021-22 the CVWBIA marketing team created a new, up to date, mobile compatible, website (www.capitolavillage.com) for ease of use and connectivity to BIA member’s businesses, lodging and short-term rentals. Each member has a unique page with links to their individual websites. There is a schedule of events and other helpful features. Visitors can sign up on the site to receive newsletters. This process continues in 2024-25 as technology changes quickly. We will also take advantage of opportunities to direct visitors to our website through QR Codes for special events, parking, and other visitor information. Visitors can now access members website or business phone directly from the BIA website. Monthly summaries of traffic to the site have shown the businesses the value of the website. The website is managed by Craig Nunes, Board Member and Volunteer Web Admin.
2. **Social Media** – In April of 2023-24 a new Communications Team joined the BIA. They create a monthly newsletter, manages all our social media channels and plan new avenues to promote the village. Our email newsletters are sent to over 24,000 subscribers each month. Our Facebook page has over 19,803 followers with our top 5 cities being: San Jose, Santa Cruz, Modesto, Sacramento, and Capitola. Our Instagram is growing the fastest with over 21,397 active followers. The purpose of the Communication Team is to collectively promote

the Capitola Village businesses and to be a resource for ongoing growth. Our Village Ambassador continues to develop relationships with our members to facilitate sharing their promotions and announcements with our social media contacts.

3. **Advertising** – While placing an emphasis on our social media development, there is still a need for carefully placed advertising in quality visitor publications. We are constantly monitoring these publications for the ones with the most effective online presence. In addition, in 2023-24 the BIA continued the television promotion on Hulu. With Hulu we are able to target very specific audiences by income levels and zip codes. The analytics are quite extensive as well. We are focusing on Sacramento, San Francisco and the Central Valley. This campaign will continue in 2024-25.
4. **Village Brochures** – We print 25,000 brochures and distribute them throughout Santa Cruz County. A new addition to the brochure is a QR Code taking the visitor directly to our website. Many visitors depend on their phones to access information while traveling.

We contract with Certified Display Service. This company has exclusive rights to lobby racks in the hotels, resorts, and visitor centers in the county. These brochures are also available in various places of business throughout the Village and Wharf. We feel it is important to make visitors to other areas in the county aware of Capitola Village and Wharf through these brochures. Additionally, there are distribution locations at the Gilroy Visitors Center on Hwy 101, San Jose Airport, and the Monterey Airport.
5. **Branding and Logo Development** – We continue to update logos, colors, and other marketing material to reflect current trends.
6. **Sip and Stroll & Cookie Walk** – These events benefit all the businesses in the village. We hope to be able to hold up to three Sip and Stroll events in November, February and May. The Cookie Walk is family oriented and takes place the weekend after Thanksgiving.
7. **Winter Festivities** – Window decorating contest, lighted wreaths and palm trees are components of the winter festivities with other events in the planning stages.
8. **Easter Egg Hunt** – This is a free event for children that takes place over one week of spring break.
9. **Public Works and Village Enhancement** – The CVWBIA contributes annually to the City of Capitola Public Works Department. Our contribution is used to help maintain the Village and Wharf. This year we are concentrating on landscaping and cleanliness of the village both in public spaces and private planting areas. The BIA has been instrumental in providing and maintaining signage for Long Term Parking in Lots 1 & 2.

Capitola Village & Wharf Business Improvement Area Assessment Basis

The method of assessment classifies businesses within the CVWBIA boundaries into nine categories:

1. Retail / Service businesses
2. Restaurant - Full Bar
3. Restaurant - Beer and Wine
4. Restaurant - No Alcohol
5. Wine/Beer Service
6. Seasonal Food Service
7. Office and Professional businesses / Specialty
8. Short-term Rental businesses
9. Hotel / Motel / Inn businesses

Assessment fees are assigned to these nine business categories by number of full-time equivalent employees, a flat rate, and a per unit amount. Registered non-profits are exempt from assessment fees.

The following table shows the assessment fees for the proposed CVWBIA for FY 2024-25 at same level as last fiscal year.

Business Category	Number of Full-Time Equivalent Employees*		
	0 – 5 employees	6 – 10 employees	More than 10 employees
Retail / Service	\$315	\$630	N/A
Restaurant Full Bar	N/A	\$720	\$1,080
Restaurant Beer and Wine	\$367.50	\$682.50	\$1,042.50
Restaurant No Alcohol	\$315	\$630	N/A
	Flat Fee		
Wine/Beer Service	\$315		
Office / Professional / Specialty	\$90		
Short-term Rental**	\$135		
Seasonal Food Service	\$210		
	Per Unit Fee		
Hotel / Motel / Inn	\$180 per unit		

Footnote* “Full-time employee” is an employee who works 2,000 hours per year or more. Multiple part-time employees are combined into a single full-time employee for the basis of this assessment calculation. (i.e. “fulltime equivalents”)

Footnote** “Short-term rental” businesses are defined as those dwellings which, at least once per fiscal year, are rented to a tenant for a tenancy of less than thirty days.

Associate Membership. CVWBIA is authorized to accept “associate membership” financial contributions from businesses outside the CVWBIA with approval of the board. The category and assessment will be the same as if the business is within the CVWBIA area.

New Business Assessment. Assessments will be prorated by the quarter in which a business opens.

Business Closing. A business notifying the CVWBIA before the end of the first quarter of the fiscal year (September 30th) that it will close before December 31st will be exempt from paying the assessment for that fiscal year. If the business does not close before December 31st, it must pay the year's assessment in full.

Late Charge. No late charge will be assessed with the FY 2024-25 dues.

Delinquencies. CVWBIA has a clear policy relative to delinquent assessments. Businesses that have not paid their assessment by October 31, 2024, will be removed from the CVWBIA website and brochure. They will be ineligible to participate in any CVWBIA activity. Assessments that have not been paid by January 31, 2025, will be sent to collections.

Capitola Village & Wharf Business Improvement Area Proposed Budget for FY 2024-2025

	FY 22/23	FY 23/24	FY 24/25	FY 24/25	FY 24/25
	Actual	Adopted Budget	Assessment Budget	TOT Budget	Total Budget
Beginning Fund Balance	\$ 39,393	\$ 44,242	\$ 33,426		\$ 33,426
Revenues					
Member Assessment	53,384	53,584	53,370		53,370
Associate Assessment		0			0
Assessment Revenues - Trade	0	0			0
Late Fees	0	0			0
TOT Revenue	38,227	36,500	0	37,000	37,000
Sip N' Stroll	53,199	54,000	54,000		54,000
Cookie Walk		2,500	2,500		2,500
Interest Revenue	978	100	100		100
Total Revenues	\$ 145,789	\$ 146,684	\$ 109,970	\$ 37,000	\$ 146,970
Total Source of Funds	\$ 185,182	\$ 190,926	\$ 143,396	\$ 37,000	\$ 180,396
Expenditures					
Charitable Donations		6,000	3,000		3,000
CDS Direct Distribution	2,880	4,000	3,000		3,000
Doubtful Accounts		5,000	3,000		3,000
Insurance	1,743	2,000	2,000		2,000
Office Supplies	583	1,000	500		500
Storage Unit	2,281	1,700	1,700		1,700
Renewal	755	800	800		800
Total Administration	\$ 8,242	\$ 20,500	\$ 14,000	\$ -	\$ 14,000
City Accounting Services	\$ 4,200	\$ 4,200	\$ 4,200		\$ 4,200
City Public Works	3,000	3,000	3,000		3,000
Total City Services	\$ 7,200	\$ 7,200	\$ 7,200	\$ -	\$ 7,200
Ambassador	\$7,200	\$7,200	\$6,000		\$6,000
Communications Manager	18,000	18,000	36,000		36,000
Directories Printing	5,073	4,000	3,000		3,000
VSC TV Partnership	7,869	0			0
VSC Map		0	700		700
Insurance		2,000			0
Miscellaneous Print	300	0			0
Miscellaneous Advertising		15,000	15,000		15,000
Miscellaneous Marketing			7,500		7,500
Monterey Travel Magazine		600			0
Print Explore		1,000			0
Social Media Boost		3,000	3,000		3,000
Website Management	8,633	6,000	6,000		6,000
Video Photo Production		6,000			0
Village Enhancement	29,265	16,000	0	14,000	14,000
Total Marketing	\$ 76,340	\$ 78,800	\$ 77,200	\$ 14,000	\$ 91,200
Holiday & Events	\$4,877	\$15,000	\$0	\$7,500	\$7,500
Palm Tree Lights		0	0		0
Sip N' Stroll - Cookie Walk	44,282	36,000	36,000		36,000
Total Special Events	\$ 49,158	\$ 51,000	\$ 36,000	\$ 7,500	\$ 43,500
Total Expenditures	\$ 140,940	\$ 157,500	\$ 134,400	\$ 21,500	\$ 155,900
Ending Fund Balance	\$ 44,242	\$ 33,426			\$ 24,496

Capitola Village & Wharf Business Improvement Area Budget Discussion

The CVWBIA will begin Fiscal Year 2024-25 with an estimated fund balance of \$33,000.

Revenues: The proposed revenue is derived from the CVWBIA business roster and corresponding assessment rates.

Expenditures:

Summary. The proposed expenditures are divided into these categories: Administration \$14,000, City Services \$7,200, Marketing \$91,200, and Special Events \$43,500.

The following is a roster of open businesses in the assessment area as of June 2, 2024.

Capitola Village & Wharf Business Improvement Area Business Listing and Assessment Method

Business Type	Assessment Method	Estimate Assessment	
F1 = Restaurant Full Bar	Per employee category: 6-10 EEs, >10 EEs	F1	\$6,480
F2 = Restaurant Beer & Wine	Per employee category: 0-5 EEs, 6-10 EEs, >10 EEs	F2	\$3,255
F3 = Restaurant No Alcohol	Per employee category: 0-5 EEs, 6-10 EEs	F3	\$3,780
F4 = Wine & Beer Service	Flat fee	F4	\$1,575
F5 = Seasonal Food	Flat fee	F5	\$210
H = Hotel/Motel/Inn	Flat fee per unit or room	H	\$9,360
O = Office/Professional	Flat fee	O	\$1,800
R = Retail/Service	Per employee category: 0-5 EEs, 6-10 EEs	R	\$13,545
SR = Short Term Rental	Flat fee per unit	SR	\$13,365
		Total	\$53,370

<u>Business Name</u>	<u>TYPE</u>	<u>FY24/25 Est. Size</u>	<u>FY24/25 Amount</u>
Paradise Beach Grille	F1	11+	\$1,080
Shadowbrook Restaurant	F1	11+	\$1,080
Zelda's	F1	11+	\$1,080
Britannia Arms Pub & Rest.	F1	0 - 10	\$720
Bay Bar & Grill	F1	0 - 10	\$720
The Sand Bar	F1	0 - 10	\$720
Margaritaville	F1	11+	\$1,080
El Toro Bravo	F2	0 - 5	\$368
Thai Basil	F2	0 - 5	\$368
Geisha Japanese Restaurant & Tea House	F2	0 - 5	\$368
My Thai Beach / Sea Side Siam	F2	0 - 5	\$368
Caruso's Tuscan Cuisine	F2	0 - 5	\$368
Avenue Café	F2	0 - 5	\$368
Tacos Moreno 3	F2	0 - 5	\$368
Trestles Restaurant	F2	6 - 10	\$683
Mr. Toots Coffee & Tea	F3	0 - 5	\$315

			Item 9 B.
Pizza My Heart	F3	6 - 10	
Castagnola Deli & Café	F3	0 - 5	\$315
Polar Bear Ice Cream	F3	6 - 10	\$630
Mijos Taqueria	F3	0 - 5	\$315
Sandcastle Café	F3	0 - 5	\$315
Schneider Consulting LLC dba Boba Bay	F3	0 - 5	\$315
The Daily Grind Coffee & Bottle Shop	F3	0 - 5	\$315
La Marea Café	F3	0-5	\$315
Lost Gatos Meats Capitola	F3	0-5	\$315
Armida Winery	F4	n/a	\$315
Cork and Fork LLC	F4	n/a	\$315
Capitola Wine Bar & Merchants	F4	n/a	\$315
Capitola Tap House	F4	n/a	\$315
English Ales Brewers, Inc.	F4	n/a	\$315
Left Coast Sausage Worx	F5	n/a	\$210
Venetian Hotel	H	19	\$3,420
Capitola Beach Suites aka Harbor Lights	H	10	\$1,800
Inn at Depot Hill	H	13	\$2,340
Capitola Hotel	H	10	\$1,800
David Lyng & Associates	O	n/a	\$90
Katz & Lapides	O	n/a	\$90
Michael Lavigne Real Estate	O	n/a	\$90
Newman & Marcus,LLP	O	n/a	\$90
Suess Insurance Agency	O	n/a	\$90
Latta	O	0 - 5	\$90
Capitola Village Real Estate	O	n/a	\$90
Law Offices of Sam Storey	O	n/a	\$90
John H. McSpadden	O	n/a	\$90
Miles J. Dolinger, Attorney at Law	O	n/a	\$90
Visions by Sheena	O	n/a	\$90
Capitola Village Massage	O	n/a	\$90
Yellow Bus	O	n/a	\$90
Revest Homes, Inc.	O	n/a	\$90
Monet Salon	O	n/a	\$90
Community CPA	O	n/a	\$90
Bare Skin & Body	O	n/a	\$90
Law Offices of Peter Rausch, Jr.	O		\$90
Keenly Financial Inc.	O	n/a	\$90
The Inner Beauty Sanctuary	O	n/a	\$90
MRA Sales, dba Capitola Beach Co.	R	0 - 5	\$315
Big Kahuna Hawaiian Shirts	R	0 - 5	\$315
Craft Gallery	R	0 - 5	\$315
Craft Gallery Annex	R	0 - 5	\$315
Euphoria Rio Mix	R	0 - 5	\$315

			Item 9 B.
Free to Ride	R	0 - 5	
Hot Feet	R	0 - 5	\$315
Kickback	R	0 - 5	\$315
Nubia Swimwear	R	0 - 5	\$315
Oceania	R	0 - 5	\$315
Phoebe's	R	0 - 5	\$315
Rainbow City Limit	R	0 - 5	\$315
Slap Happy	R	0 - 5	\$315
Super Silver	R	0 - 5	\$315
Sweet Asylum	R	0 - 5	\$315
Yvonne	R	0 - 5	\$315
Parking at the Mercantile	R	0 - 5	\$315
Parking at the Theater	R	0 - 5	\$315
Lumen Gallery	R	0 - 5	\$315
Capitola Reef	R	0 - 5	\$315
Art Inspired	R	0 - 5	\$315
Sea Level T's	R	0 - 5	\$315
Vanity by the Sea	R	0 - 5	\$315
Xandra Swimwear	R	0 - 5	\$315
Quality Market	R	0 - 5	\$315
Capitola Seashells	R	0 - 5	\$315
Jade Allen	R	0 - 5	\$315
Pueblo Viejo Imports	R	0 - 5	\$315
Mia Bella Boutique	R	0 - 5	\$315
Ethos Santa Cruz	R	0 - 5	\$315
Tony Pagliaro Photography	R	0 - 5	\$315
Mercantile Arcade	R	0 - 5	\$315
Carousel Taffy & Treats	R	0 - 5	\$315
Coastal Life	R	0 - 5	\$315
Capitola Candy Café	R	0 - 5	\$315
Capitola Sweet Shoppe	R	0 - 5	\$315
Santa Cruz Apparel	R	0 - 5	\$315
Stoke Brands dba Midtown Surf Shop	R	0 - 5	\$315
Capitola Paws	R	0 - 5	\$315
Nectar California LLC	R	0 - 5	\$315
Katalinas Boutique LLC	R	0 - 5	\$315
Clementine & Co.	R	0 - 5	\$315
Brad's Barkery	R	0-5	\$315
Capitola Family Home	SR	1	\$135
Capitola Pelican House	SR	1	\$135
Capitola Venetian #5	SR	1	\$135
Capitola Venetian #14	SR	1	\$135
Capitola Venetian #8	SR	1	\$135
Capitola Beach Bungalow	SR	1	\$135

			Item 9 B.
Capitola Beach Cottage	SR	1	
Capitola Cliffs Unit 3	SR	1	\$135
Good Time	SR	1	\$135
Michael J. Pirnik	SR	1	\$135
Relaxing Family Condo by the River	SR	1	\$135
Bridgepoint Bungalow	SR	1	\$135
Capitola Cliffs Unit 4 / Begonia Beach Cottage	SR	2	\$270
Capitola Venetian #7	SR	1	\$135
Capitola Venetian Unit 3	SR	1	\$135
Capitola Venetian #1	SR	1	\$135
Oceanfront Capitola Tuscan Villa	SR	1	\$135
Capitola Cliffs #4960-2	SR	1	\$135
Capitola Venetian #11	SR	1	\$135
Beach Charmer	SR	1	\$135
Capitola Venetian #2	SR	1	\$135
Castillo Properties	SR	2	\$270
Capitola Cliffs Unit #1	SR	1	\$135
Deborah Cohen	SR	1	\$135
Bayside Capitola Beach Condo	SR	1	\$135
Capitola Vista #1	SR	1	\$135
Capitola Vista #2	SR	1	\$135
Capitola Vista #3	SR	1	\$135
Capitola Vista #4	SR	1	\$135
Capitola Sea Spray	SR	1	\$135
Creekside Cottage	SR	1	\$135
Capitola Cherry Ave	SR	1	\$135
Luxurious Historic Windmill Silo House	SR	2	\$270
Capitola Bluegum A & B	SR	2	\$270
Grandma's Nest Capitola Venetian #9	SR	1	\$135
CV Retreat with Garage	SR	1	\$135
Capitola Seashell Sanctuary Units A and B	SR	2	\$270
Vista Cortile Condo	SR	1	\$135
Capitola Village Deco Beach House	SR	1	\$135
Talbot Family	SR	1	\$135
Capitola Venetian #16	SR	1	\$135
Capitola Lawn Way #5-4	SR	1	\$135
Capitola Breeze Condo & Seaview Condo	SR	2	\$270
Luxury Home in CV with Hot Tub	SR	1	\$135
Capitola Riverview #421	SR	1	\$135
Capitola Riverview #323	SR	1	\$135
An Iconic Oceanfront Pink Venetian	SR	1	\$135
114 - 116 Lawn Way LLC	SR	2	\$270
Capitola Village Retreat Units A & B	SR	2	\$270
Capitola Cliff House	SR	1	\$135

			Item 9 B.
208 Monterey Ave #A	SR	1	
Capitola Village #316-B & 316-C	SR	1	\$135
Maritime Star	SR	1	\$135
James Lin	SR	1	\$135
Urban Chic Living / Life is Better at Capitola Beach	SR	2	\$270
Capitola Oceanside	SR	1	\$135
Capitola Dreamin'	SR	1	\$135
Capitola Riverview #402	SR	1	\$135
Capitola Riverview #310	SR	1	\$135
Capitola Riverview #312	SR	1	\$135
Oceanside Dream Beach House	SR	1	\$135
Capitola Trestles #5	SR	1	\$135
Paradise Properties Capitola Village #321-B	SR	1	\$135
Bombora LLC Capitola Village #419	SR	2	\$270
Colorful Capitola Village Cottage Unit A & UnitB	SR	2	\$270
Capitola Suites	SR	1	\$135
Five Bedroom Beach Front Home in CV	SR	1	\$135
Capitola Monterey 109-3 & 109-10	SR	1	\$135
Capitola Riverfront Home with Parking	SR	1	\$135
Surf Loft	SR	1	\$135
425 Capitola Ave	SR	1	\$135
Beach Getaway in the Heart of CV / Brand New Luxury CV Home	SR	2	\$270
CV Condo, Dog Friendly, Free Parking	SR	1	\$135
Pet Friendly CV Homee with Garage	SR	1	\$135
CV Home with Parking Spot	SR	1	\$135
Riverview Retreat (A) / Oceanview Oasis (B)	SR	2	\$270
Capitola Hideaway	SR	1	\$135
Bella Capitola	SR	1	\$135
Kohala Properties 831	SR	1	\$135
109 Monterey Avenue#9	SR	1	\$135
Capitola Village Bungalow	SR	1	\$135
Capitola Village Hideaway	SR	1	\$135
321 Riverview Ave.	SR	1	\$135
Capitola Seaglass Cottage	SR	1	\$135
222 San Jose Ave.	SR	1	\$135
201 Monterey Avenue Suite 2	SR	1	\$135

CAPITOLA
VILLAGE
AND WHARF
BUSINESS
IMPROVEMENT
AREA
ASSESSMENTS
FY 2024-25

June 13, 2024



Background

- June 23, 2005 - City Council adopted Ordinance No. 889 establishing the Capitola Village & Wharf Business Improvement Area (BIA)
- BIA is a business-based, self-imposed assessment district with assessments paid by businesses within the district for improvements & activities that support, revitalize and attract tourists to those businesses
- Assessment amounts are determined by business classification and number of full-time equivalent employees
 - *Assessed at 75% maximum allowable*
 - *Reduced by 50% for Hotels & Lodging*
 - Consistent with prior years
- Businesses may make in-lieu payments in the form of gift certificates for use by the BIA
 - *No in-lieu payments for FY 2024-25*

May 23, 2024 - City Council set a public hearing for this evening

- *Notice of Public Hearing published in Santa Cruz Sentinel and mailed to affected business owners*

California State Law & Capitola Municipal Code require City Council conduct a public hearing annually prior to approving assessments

- *BIA submits an annual plan and budget for Council approval*

No fiscal impact to the City – all services provided by the City are reimbursed by BIA

- *Public Works Dept. - \$3,000*
- *Finance Dept. - \$4,200*

Annual Assessment Process

Annual Assessment Process (cont.)

- BIA Budget includes Assessment revenue as well as Restricted Transient Occupancy Tax (TOT) revenue
 - *Measure J approved by voters in 2018 dedicated a portion of TOT revenues for local business groups*
 - *February 28, 2019, the City Council directed that the TOT revenues restricted for local business groups would be split evenly between the BIA and the Capitola Soquel Chamber of Commerce*
 - Requiring a minimum of 25% of restricted TOT revenue be allocated for Village Improvements and/or Enhancements
 - Restricted TOT revenue and its uses need to be presented separately with annual budget
 - Annual report on use of restricted TOT revenues

Annual Assessment Process (cont.)

- FY 2024-25 BIA Budget includes \$37,000 of restricted TOT revenue
 - Village Enhancements - \$14,000
 - Holidays & Events - \$7,500

Proposed Assessments

Business Category	Number of Full-Time Equivalent Employees*		
	0 – 5 employees	6 – 10 employees	More than 10 employees
Retail / Service	\$315	\$630	N/A
Restaurant Full Bar	N/A	\$720	\$1,080
Restaurant Beer and Wine	\$367.50	\$682.50	\$1,042.50
Restaurant No Alcohol	\$315	\$630	N/A
	Flat Fee		
Wine/Beer Service	\$315		
Office / Professional / Specialty	\$90		
Short-term Rental	\$135		
Seasonal Food Service	\$210		
	Per Unit Fee		
Hotel / Motel / Inn	\$180 per unit		

Recommended Action

Conduct the Public Hearing and adopt proposed Resolution levying FY 2024-25 Capitola Village and Wharf Business Improvement Area Assessments and accepting BIA Annual Plan and Budget

Capitola City Council

Agenda Report

Meeting: June 13, 2024
From: Finance Department
Subject: FY 2023-24 City Fee Schedule



Recommended Action: Adopt a resolution amending the fee schedule for Fiscal Year (FY) 2023-24.

Background: On May 23, 2024, the City Council adopted Resolution 4374 adopting Administrative Policy V-21: City Park Reservation Permit Use Policy (“Park Reservation Policy”) and directed staff to return with an amended fee schedule reflecting the proposed park space reservation fee, barbeque permit fee, bounce house/powered equipment permit fee, and the temporary structure permit fee (“Park Reservation Fees”).

Discussion: The City’s current FY 2023-24 Fee Schedule was adopted on November 9, 2023. The proposed amended fee schedule includes four new fees associated with Administrative Policy V-21: City Park Reservation Permit Use Policy (“Park Reservation Policy”).

- Park Space Reservation fee of \$10 per hour
- Barbeque Permit fee of \$10
- Bounce House/Powered Equipment Permit fee of \$60
- Temporary Structure Permit fee of \$60

Fiscal Impact: If approved, the Park Reservation Fees will be added to the City Fee Schedule. The establishment of these new fees is intended to offset the cost of the new program. However, these fees do not fully offset the costs to the City in conferring the various benefits offered by the City’s new Park Reservation Policy and the costs of providing the City services contemplated by the Park Reservation Policy.

Attachments:

1. FY 2023-24 Amended Fee Schedule
2. FY 2023-24 Amended Fee Schedule Comparison

Report Prepared By: Leda Laidlaw-Hunter, Accountant I

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
AMENDING THE CITY'S FEE SCHEDULE FOR
FISCAL YEAR 2023-24**

WHEREAS, the City Council adopted Resolution No. 4346 on November 9, 2023, amending the City's Fee Schedule for Fiscal Year 2023-24; and

WHEREAS, since that amendment the City has adopted Resolution No. 4374 adopting Administrative Policy V-21: City Park Reservation Permit Use Policy; and

WHEREAS, Resolution No. 4378 and Administrative Policy V-21 create new permitting requirements for certain activities in City-owned parks; and

WHEREAS, to assist with offsetting the cost to the City of providing these new services and benefits, staff is proposing to amend the FY 2023-24 Fee Schedule as follows:

- Add
 - Park Space Reservation fee of \$10 per hour
 - Barbeque Permit fee of \$10
 - Bounce House/Powered Equipment Permit fee of \$60
 - Temporary Structure Permit fee of \$60

WHEREAS, the proposed fees do not exceed the cost to the City of conferring the various benefits offered by the City's new Park Reservation Permit Use Policy or of providing the services contemplated by the Park Reservation Permit Use Policy,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Capitola does hereby adopt the amended City of Capitola Fee Schedule pursuant to the changes in Exhibit A (Fee Schedule 2023-24) attached hereto.

BE IT FURTHER RESOLVED that the above fees become effective immediately upon adoption of this resolution.

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 13th of June 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

Description	2023/2024 Amended Fee Schedule
MISCELLANEOUS FEES	
Administrative Decision Appeal Fee	\$593
Bingo Permit	\$71
Capitola Municipal Code	0.15 / page
Capitola Municipal Code Supplement Service (Per year)	\$0
Copies:	
1-5 copies	\$0
6 or more copies (per copy)	\$0.25 / page
Gov't Code § 81008 (Political Reform Act) statements/reports (Per copy)	\$0.10 / page
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$57.21 1st Hour (Minimum) + \$28.60 / hour
Simple film permit	\$54
Major film permit	\$272
Entertainment Permit Application Fee	\$44
Single Event Permit	\$44
Minor Entertainment Permit	\$184
Regular Entertainment Permit	\$689
Pet Shops and Kennel License Fee (Municipal Code § 5.20.020) set only by ordinance	\$20
Returned Check Fee	\$44
Business License Overpayment Refund Fee (resolution 3532, ord 871)	\$0 (Set to -0- by Council in 2011)
Business License Late Payment Penalty Admin. Fee	\$35 + 10% each month late
Business License Application Fee (Reso. 3532)	\$25
Business License - Disability Access and Education Fee (State)	\$4
Temporary, Publicly Attended Activities, Application Fee (Municipal Code § 9.36.040)	\$34
Public Art (Total Building Valuation \$250,000 or more) (Municipal Code Chapter 2.58)	2% of TBV or 1% in lieu to City
Notice of Intent to Circulate Initiative Petition (Elections Code § 9103(b))	\$200.00
Bandstand Rental Fee	\$246 / 4 hrs or \$492 all day / deposit \$1,500
Outdoor Dining Rental Fees	
Parking Spaces	\$3,400 annually for each space or partial space
Sidewalks and non-parking spaces	\$18.00 per square foot annually
Outdoor Dining Maintenance Deposit	
Sidewalks and non-parking spaces	\$500
1-2 parking spaces	\$1,000
3-5 parking spaces	\$1,500
Notary Service Fees (State Code)	
Acknowledgment or proof of a deed, or other instrument, to include the seal and writing of the certificate	\$15 / signature
Administering an oath or affirmation to one person and executing the jurat, including the seal	\$15 / signature
Credit Card Transaction Fee	3%
Electric Vehicle Charging Fee	\$0.50 / hour
Cannabis Annual License Fee	\$2,827
Retail Cannabis Application Fee	\$1,843

Description	2023/2024 Amended Fee Schedule
POLICE DEPARTMENT FEES	
Minor Special Event Permit	\$68
Neighborhood Special Event Permit	\$68
Major Special Event Permit	\$68
Amplified Sound Permit (Municipal Code 9.12.040)	\$32
DUI Cost Recovery Fee (Res. 3533)	Not to exceed \$12,000
Copies of reports: Crime Reports, Special Reports, etc. (Regardless of number of pages)	\$0.25 / page
Copies of: Citations, Code sections, Ordinances, etc.	\$0.25 / page
Bicycle Licenses (New)	\$0
Bicycle Licenses (Renewal)	\$0
Citation Sign-Offs	\$0
Photographs	\$20 + administration fees
VIN verifications	\$18
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$57.21 1st Hour (Minimum) + \$28.60 / hour
Firearm Dealer License - City Application	\$100
Local Firearm dealers (set by state)	
New application	set by state
Renewal	set by state
Second Dealers License (set by state)	
Application	set by state
Renewal	set by state
Taxi Fee per application	set by state
Tobacco retail license	\$289
Civil Subpoena (per case) (set by state)	set by state
Parking Permits (separate action by the Council)	
Neighborhoods per year	\$25
Village Preferential Permit	\$50 per year
Village Preferential Permit - Hotels/Motels	\$365 per year
Village Employer/Employee Permit	\$50 per year
Morning Village Parking Permit	\$55 per year
Carrying a Concealed Weapon (CCW) Permit - City Application	\$115
Concealed Weapon Permits (set by state)	
<i>Application</i>	
Standard	set by state
Judicial	set by state
Employment	set by state
<i>Renewal</i>	
Standard	set by state
Judicial	set by state
Employment	set by state
Firearm Surrender Fees (set by state law)	
1-5 guns	set by state
6+guns	set by state
Vehicle Storage per day	\$30
Administrative fee to release Impounded / Stored Vehicle	\$145
Surf School Permit Fee	\$594

Description	2023/2024 Amended Fee Schedule
PUBLIC WORKS DEPARTMENT FEES	
Encroachment Permits	
Revocable Encroachment Permit - Outdoor Dining	\$230
Non-Construction Items (includes materials storage within right-of-way road and sidewalk closures)	\$75
Village Sidewalk Encroachment Permit	\$44
Village Parking Space Encroachment Permit (annually)	\$3,400
Construction Items	
Level A	\$227
Level B	\$503
Level C	\$1,004
Level D	\$1,633
Level E	\$2,263
Residential Blue Curb Application Fee	\$237
Residential Blue Curb Annual Fee	\$60
Blanket Permits (repair and maintenance of existing facilities)	\$2,513
Private Improvement Permits/Encroachment Agreement	
Applications for Minor Permits	\$251
Applications for Major Permits	\$629
New Memorial Bench	\$1,137
Replacement Memorial Bench	\$554
Memorial Plaque	\$854
Replacement Plaque	\$277
Memorial Plaque (tree)	\$545 + Cost of Tree
Memorial Picnic Table	\$1,822
Seasonal Boat Storage Permits	
Seasonal Permit	\$400 per month
Short Term Permit	\$15 per day
Stormwater Development Review Fee	
Stormwater Plan Review Fee	\$124
Large Project Plan Review Deposit	
Tier 2	\$3,771
Tier 3 & 4	\$5,028
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Final Map	Cost; \$3,000 min. deposit

Description	2023/2024 Amended Fee Schedule
PLANNING FEES	
Administration/Documents	
Continuance Request - Applicant (2+)	\$185
Staff Billing Rate	Cost
Appeals-by Applicant	Cost
Appeals- by City Officials	\$0
Appeals- by Other	\$594
Coastal Development Permit Appeal	\$0
Appeals -Building/Zoning Code Violations	\$594
Records Search/Research/Special Report	Cost
Administrative Permits	
Tree Removal- Staff-Review	\$150
Tree Removal -- 3 or more trees on a property	\$323
Tree Installation Deposit (Refundable)	\$500 Deposit
Tree replacement in-lieu fee (if available)	\$600 per tree
Tree removal w/ PC approval	\$1,000 deposit
Commercial Sidewalk/Parking Lot Sale Permit	\$89
Tenant Use Permit (MCUP)--Staff approval	\$90
Transient Rental Occupancy Use Permit	\$629
Home Occupation Use Permit	\$189
Fence Permit- Staff approval	\$50
Fence Permit- PC approval	\$943
Sidewalk vendor permit	\$138
Sidewalk vendor annual refuse fee	\$555
Temporary Sidewalk Dining	\$90
Temporary Use Administrative Permit	\$90
Sign Permits	
Temporary Signs and Banner Permits	\$45
Signs-permit - Staff Review	\$151
Signs- permit - PC Review	\$629
Master Sign Program	Cost; \$3,000 min deposit
Village Sidewalk Sign Permit	\$77
Design Permits	
Residential-Single Family/Minor Design Permit - Staff Review	\$919
Residential-Single Family - PC Review	\$3,143
Residential Multi-Family - PC Review	\$4,398
Commercial - PC Review	\$4,000 Deposit
Secondary Dwelling Unit- Staff Review	\$629
Secondary Dwelling Unit- PC Review	\$1,887
Residential Multi-Family/Minor Design Permit - Staff Review	\$2,000 deposit
Commercial Minor Design Permit	\$2,000 deposit
Historic In-Kind Replacement Design Permit	\$500 deposit
Outdoor Dining - Custom Deck	\$1,000 deposit
Use Permits	
Master Conditional Use Permit	Cost; \$3,500 min. deposit
Conditional Use Permit/Minor Use Permit - Staff Review	\$1,854
Conditional Use Permit - PC approval	Cost; \$3,000 min. deposit
Temporary Use Permit	\$94
Subdivisions	
Certificate of Compliance & Lot Merger	\$629
Boundary Line Adjustment	\$1,004
Tentative Parcel Map	Cost; \$2,000 min. deposit
Tentative Map	Cost; \$5,000 min. deposit
Revised Map	\$2,000 Deposit
Time Extension	\$2,000 Deposit
Subdivision Modification	\$2,000 Deposit

Description	2023/2024 Amended Fee Schedule
Plan Amendments	
General Plan Amendment	Cost; \$5,000 min. deposit
Local Coastal Plan Amendment	Cost; \$5,000 min. deposit
Rezone	Cost; \$5,000 min. deposit
Planned Development Rezone	Cost; \$3,500 min. deposit
Other Discretionary Permits	
Variance	\$1,887
PC review of minor modifications	\$1,696
Coastal Development Permit	\$943
Coastal Permit Exclusion	\$106
Mobile home Park Change of Use or Closure	\$5,000 Deposit
Development Agreement	\$10,000 min. deposit
Developer agreement annual review	\$2,500 deposit
Specific Plan	Cost; \$5,000 min. deposit
Permit Time Extension -Staff Review	\$629
Permit Time Extension - PC Review	\$1,887
Permit Amendment (any permit)	50% of original cost
Annexation	Costs+ overhead / \$3,000 min. deposit
Minor Modification	\$1,887
Environmental Review	
Negative Declaration (and Mitigated ND)	Cost; \$2,000 min deposit
EIR Processing	Cost; + 21% of consultant; \$10,000 min deposit
Mitigation/Condition Monitoring Program	Cost + 21%
NEPA Compliance	Cost + 21%
Other Permits/Fees	
Conceptual Review Fee- PC	\$1,887
Conceptual Review Fee- PC and CC	\$2,828
Technical Study Preparation and Review	Cost + 21%
NOTE: Third party review costs to be required as necessary	Cost + 21%
Code Compliance	Double Application Fees
Code Compliance confiscated property recovery fee	\$298
Research Fee - 1/2 hour minimum charge	Cost
Pre-Application Review	\$264
Building Plan Check & Final Inspection	20% of Building Permit Fee
Major Development Project Fee	Cost; \$5,000 min. deposit
Historical significance determination	\$4,250 deposit
Inclusionary Housing	
Inclusionary Housing - Unit Sale	\$629
Inclusionary Housing - Unit Refinance	\$252
Single Family Residence	\$2.50 per square foot
Other Fees and Assessments	
General Plan Maintenance Fee	Total Building Valuation X 0.5%
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Green Building Educational Resource Fund Fee (Municipal Code 17.10.080)	Fee equals .0025 times the overall building permit valuation of the project.
Affordable Housing In-Lieu Fees	
For Sale Housing Developments of two to six units (Municipal Code Chapter 18.02) :	
All Units	\$25 per sq. ft.
For Sale Housing Developments of Seven or more units	
#Units	#Units Built
7	1
8-13	1
14	2
15-20	2
21	3
22-27	3
28	4
Rental Multi-Family	
	\$6 per sq. ft.

Description	2023/2024 Amended Fee Schedule
Affordable Housing Impact Fees	
For Sale Housing Developments of Six or Less Units	\$25 per square foot
Rental Multi-Family	\$6 per square foot
Additional to Housing Units of 50% or more (charged to additional square footage only)	\$2.50 per square foot

NOTES:

1. All Fees are non-refundable.
2. Deposit accounts are billed on a time and material basis. Additional deposits may be necessary depending on the complexity of the project. Any unused monies in a deposit account will be refunded following case closure.
3. The Community Development Director may reduce the total fee/deposit requirements for applications which are unlikely to require the full deposit amounts established herein.
4. Applications which include a fee and a deposit payment will be processed with a single deposit account.
5. Outside agency fees, including but not limited to County recordation fees, State Fish and Wildlife fees, etc. are charged at cost.
6. The Community Development Director may establish a reasonable fee or deposit amount for permit

Description	2023/2024 Amended Fee Schedule
BUILDING FEES	
<p>The cost of a “combination building permit” shall be 1.5 times the amounts shown in Table 1-A. A “combination building permit” is defined as a permit for a scope of construction work regulated by two or more of the model codes. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.</p>	
<p>The cost of a “building permit” shall be the amounts shown in Table 1-A. A “building permit” is defined as a permit for a scope of construction work regulated solely by a single model code. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.</p>	
TABLE 1-A	
Total Valuation	FEES
\$1.00 to \$500.00	\$29.55
\$501.00 to \$2,000.00	\$29.55 for the first \$500.00 plus \$3.83 for each additional \$100.00 or fraction thereof.
\$2,001.00 to \$25,000.00	\$87.00 for the first \$2,000.00 plus \$17.59 for each additional \$1000.00 or fraction thereof.
\$25,001.00 to \$50,000.00	\$491.57 for the first \$25,000.00 plus \$12.69 for each additional \$1,000.00 or fraction thereof.
\$50,001.00 to \$100,000.00	\$808.82 for the first \$50,000.00 plus \$8.81 for each additional \$1,000.00 or fraction thereof.
\$100,001.00 to \$500,000.00	\$1,249.32 for the first \$100,000.00 plus \$7.05 for each additional \$1,000.00 or fraction thereof.
\$500,001.00 to \$1,000,000.00	\$4,069.32 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof.
\$1,000,001.00 and up	\$7,054.32 for the first \$1,000,000.00 plus \$3.23 for each additional \$1,000.00 or fraction thereof.
Building Plan Check Fee	65% of Building Permit Fee
Reinspection Fee	\$0
Resubmitted Plan Check Fee	\$122.30 / hr.
Building Permit Extension Fee	\$0
Building Permit Reinstatement Fee	50% of the original, singular building permit fee or combo building permit fee, whichever is applicable to the permit being reinstated
Stop Work Order Fee	2x the singular building permit fee
Greywater System Permit	\$0

Description	2023/2024 Amended Fee Schedule
Electric Vehicle Charging Permits (* Note: These fees were added to the fee schedule for FY2011-12, but will be waived per the Green Energy Incentive Program)	
a. Level I (120 volts)	\$0
b. Level II (208-240 volts)	\$0
c. Level III (480 volts)	\$0
Solar P.V. System	\$0
Solar P.V. System (Commercial Sale/Distribution)	\$0
Solar Hot Water Heater	\$0
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Temporary Trailer/Mobile Home Occupancy Permit	\$0
Structural Review of Engineered Plans	cost + 21%
Outside Consultant Plan Review	cost + 21%
<u>Grading Plan Review Fees</u>	
50 cubic yard or less	\$ -
51 to 100 cubic yard	\$ -
101 to 1,000 cubic yards	\$ -
1,001 to 10,000 cubic yards	\$ -
10,001 to 100,000 cubic yards	\$60.36 for first 10,000 plus \$30.81 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$337.69 for first 100,000 plus \$16.65 for each additional 10,000 cubic yards
200,001 cubic yards or more	\$487.57 for first 200,000 plus \$9.12 for each additional 10,000 cubic yards
<u>Grading Permit Fees</u>	
50 cubic yard or less	\$ -
51 to 100 cubic yard	\$ -
101 to 1,000 cubic yards	\$46.51 for first 100 plus \$22.01 for each additional 100 cubic yards
1,001 to 10,000 cubic yards	\$244.60 for first 1,000 plus \$18.23 for each additional 1,000 cubic yards
10,001 to 100,000 cubic yards	\$408.67 for first 10,000 plus \$82.97 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$1,155.40 for first 100,000 plus \$45.88 for each additional 10,000 cubic yards

Description	2023/2024 Amended Fee Schedule
PARKS AND RECREATION FEES	
<u>All fees are evaluated annually to determine if they are competitive with other recreation programs in Santa Cruz County</u>	
<u>Classes</u>	
Activity Fee (Instructor receives 65% of this fee, Department retains 35%)	
Registration Fee - Resident - Department retains this fee	\$20
Drop-in and Workshop Registration Fee - Department retains this fee	\$10
Online Class Registration fee-Department retains this fee	5.5% of Activity Fee
Non-Resident Fee: in addition to Registration Fee - Department retains this fee	\$17
Drop-in Activity Fee	Prorated cost of Session Activity Fee
Senior Discount	10% of Activity Fee
Negotiated Instructor of Private Tennis Lessons Activity Fee (Instructor receives 75% of this fee, Department retains 25%)	
<u>Sports</u>	
<u>League Fees</u>	Costs + 30% admin fee
League fees will change depending upon number and type of leagues offered, number of games per league, number of officials, amount of equipment needed, field/site prep and maintenance, and whether or not playoffs & awards are offered. Fees are calculated based on direct costs + 30% admin fee.	
<u>After School</u>	
Resident/non resident	\$5.45/\$6.18 per hour
*Hourly rate used only to calculate monthly fee amount	
* Scholarships may be available	
Late Pick-Up Fee	\$1 per minute
Parent's Night Out	\$25/\$31
<u>Junior Guards</u>	
Resident/non resident	\$303 / \$378
U-19 resident/non resident	\$190
Late Pick-Up Fee	\$1 per minute
Regionals	\$103
* Scholarships may be available	
<u>Camp Capitola</u>	
*Daily rate used only to calculate program fee	\$34/\$42
All day 2 week session, resident/non resident	\$336 / \$420
1/2 day 2-week session, resident/non resident	\$170 / \$210
All day 1 week session, resident/non resident	\$170 / \$210
All day 1 week teen session, resident/non resident	\$303/ \$378
Junior Leader program	\$73
Late Pick-Up Fee	\$1 per minute
Extended Care--daily add on, resident/non resident	\$13
AM Extended Care--per 2 week session resident/non resident or AM & PM for 1 week long session	\$58
PM Extended Care--per 2 week session resident/non resident	\$58
Transportation/Lunch Break fee	\$63
* Scholarships may be available	
<u>Family Camp</u>	
3 night family camp Adult (13+) / Child (3-12)	\$358 / \$244 per night
<u>Facility Rentals</u>	
Field and Courts hourly rental; non profit youth groups/other non profit & Cap residents/all others	\$15/ \$29 / \$38
Jade Street Community Center	
Rooms A&B hourly rent	\$49
Room C hourly rent	\$67
Patio hourly rent	\$10
Kitchen hourly rent	\$24

Description	2023/2024 Amended Fee Schedule
Entire Center hourly rent	\$173
Non profit discount of Jade Street Facility rents	25%
Community Center Deposit	
1 to 50 people	\$111
51 to 150 people	\$277
151 to 250 people	\$554
Lost key fee	\$27
Event vendor fee	\$111
Staffing required to prepare for or supervise recreation activities	Cost
<u>Park Rental Fees</u>	
Park Space Reservation (hourly)	\$10
Barbeque permit	\$10
Bounce House / Powered Equipment permit	\$60
Temporary Structures (more than 100 sq ft) permit	\$60
Notes: Resident include Soquel Union Elementary School District	
Costs mean staff costs adjusted for benefits, department overhead, and City overhead as	
Deposits are stated as minimums. Actual deposits depend on the evaluation by staff of an individual project or application. The City Manager may lower minimum deposits if the application or project justifies a lower deposit. When an application involves multiple minimum fees the highest minimum fee applies.	
<u>Art & Cultural</u>	
Merchandise Fee	Cost + 50% administration fee
Plein Air Artist Application Fee	\$50
Plein Air Art Exhibition service fee	30% retained by City, 70% paid to Artist

Description	2023/2024 Amended Fee Schedule
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HISTORICAL MUSEUM FEES

Description	Cost
Research Fee - 1/2 hour minimum charge	
Print of an electronically available Photograph in Collection	8
Digital Copies of Collection Items	22
Scan High Resolution Tiff File of any collection item for a customer	26

Description	2023/24 Amended Fee Schedule
MISCELLANEOUS FEES	
Administrative Decision Appeal Fee	\$593
Bingo Permit	\$71
Capitola Municipal Code	0.15 / page
Capitola Municipal Code Supplement Service (Per year)	\$0
Copies:	
1-5 copies	\$0
6 or more copies (per copy)	\$0.25 / page
Gov't Code § 81008 (Political Reform Act) statements/reports (Per copy)	\$0.10 / page
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$57.21 1st Hour (Minimum) + \$28.60 / hour
Simple film permit	\$54
Major film permit	\$272
Entertainment Permit Application Fee	\$44
Single Event Permit	\$44
Minor Entertainment Permit	\$184
Regular Entertainment Permit	\$689
Pet Shops and Kennel License Fee (Municipal Code § 5.20.020) set only by ordinance	\$20
Returned Check Fee	\$44
Business License Overpayment Refund Fee (resolution 3532, ord 871)	\$0 (Set to -0- by Council in 2011)
Business License Late Payment Penalty Admin. Fee	\$35 + 10% each month late
Business License Application Fee (Reso. 3532)	\$25
Business License - Disability Access and Education Fee (State)	\$4
Temporary, Publicly Attended Activities, Application Fee (Municipal Code § 9.36.040)	\$34
Public Art (Total Building Valuation \$250,000 or more) (Municipal Code Chapter 2.58)	2% of TBV or 1% in lieu to City
Notice of Intent to Circulate Initiative Petition (Elections Code § 9103(b))	\$200.00
Bandstand Rental Fee	\$246 / 4 hrs or \$738 all day / deposit \$1,500
Outdoor Dining Rental Fees	
Parking Spaces	\$3,400 annually for each space or partial space
Sidewalks and non-parking spaces	\$18.00 per square foot annually
Outdoor Dining Maintenance Deposit	
Sidewalks and non-parking spaces	\$500
1-2 parking spaces	\$1,000
3-5 parking spaces	\$1,500
Notary Service Fees (State Code)	
Acknowledgment or proof of a deed, or other instrument, to include the seal and writing of the certificate	\$15 / signature
Administering an oath or affirmation to one person and executing the jurat, including the seal	\$15 / signature
Credit Card Transaction Fee	3%
Electric Vehicle Charging Fee	\$0.50 / hour
Cannabis Annual License Fee	\$2,827
Retail Cannabis Application Fee	\$1,843

2023/24 Proposed Fee Schedule
\$593
\$71
0.15 / page
\$0
\$0
\$0.25 / page
\$0.10 / page
Cost + \$57.21 1st Hour (Minimum) + \$28.60 / hour
\$54
\$272
\$44
\$44
\$184
\$689
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\$0 (Set to -0- by Council in 2011)
\$35 + 10% each month late
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\$4
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2% of TBV or 1% in lieu to City
\$200.00
\$246 / 4 hrs or \$738 all day / deposit \$1,500
\$3,400 annually for each space or partial space
\$18.00 per square foot annually
\$500
\$1,000
\$1,500
\$15 / signature
\$15 / signature
3%
\$0.50 / hour
\$2,827
\$1,843

Description	2023/24 Amended Fee Schedule
POLICE DEPARTMENT FEES	
Minor Special Event Permit	\$68
Neighborhood Special Event Permit	\$68
Major Special Event Permit	\$68
Amplified Sound Permit (Municipal Code 9.12.040)	\$32
DUI Cost Recovery Fee (Res. 3533)	Not to exceed \$12,000
Copies of reports: Crime Reports, Special Reports, etc. (Regardless of number of pages)	\$0.25 / page
Copies of: Citations, Code sections, Ordinances, etc.	\$0.25 / page
Bicycle Licenses (New)	\$0
Bicycle Licenses (Renewal)	\$0
Citation Sign-Offs	\$0
Photographs	\$20 + administration fees
VIN verifications	\$18
Video Tapes, Flash Drive, CD/DVD Production	Cost + \$57.21 1st Hour (Minimum) + \$28.60 / hour
Firearm Dealer License - City Application	100
Local Firearm dealers (set by state)	
New application	set by state
Renewal	set by state
Second Dealers License (set by state)	
Application	set by state
Renewal	set by state
Taxi Fee per application	set by state
Tobacco retail license	\$289
Civil Subpoena (per case) (set by state)	set by state
Parking Permits (separate action by the Council)	
Neighborhoods per year	\$25
Village Preferential Permit	\$50 per year
Village Preferential Permit - Hotels/Motels	\$365 per year
Village Employer/Employee Permit	\$50 per year
Morning Village Parking Permit	\$55 per year
Carrying a Concealed Weapon (CCW) Permit - City Application	115
Concealed Weapon Permits (set by state)	
Application	
Standard	set by state
Judicial	set by state
Employment	set by state
Renewal	
Standard	set by state
Judicial	set by state
Employment	set by state
Firearm Surrender Fees (set by state law)	
1-5 guns	set by state
6+guns	set by state
Vehicle Storage per day	\$30
Administrative fee to release Impounded / Stored Vehicle	\$145
Surf School Permit Fee	\$594

2023/24 Proposed Fee Schedule
\$68
\$68
\$68
\$32
Not to exceed \$12,000
\$0.25 / page
\$0.25 / page
\$0
\$0
\$0
\$20 + administration fees
\$18
Cost + \$57.21 1st Hour (Minimum) + \$28.60 / hour
\$100
set by state
set by state
set by state
\$289
set by state
\$25
\$50 per year
\$365 per year
\$50 per year
\$55 per year
\$115
set by state
set by state
set by state
set by state
set by state
set by state
set by state
set by state
set by state
\$30
\$145
\$594

Description	2023/24 Amended Fee Schedule
PUBLIC WORKS DEPARTMENT FEES	
Encroachment Permits	
Revocable Encroachment Permit - Outdoor Dining	\$230
Non-Construction Items (includes materials storage within right-of-way road and sidewalk closures)	\$75
Village Sidewalk Encroachment Permit	\$44
Village Parking Space Encroachment Permit (annually)	\$3,400
Construction Items	
Level A	\$227
Level B	\$503
Level C	\$1,004
Level D	\$1,633
Level E	\$2,263
Residential Blue Curb Application Fee	\$237
Residential Blue Curb Annual Fee	\$60
Blanket Permits (repair and maintenance of existing facilities)	\$2,513
Private Improvement Permits/Encroachment Agreement	
Applications for Minor Permits	\$251
Applications for Major Permits	\$629
New Memorial Bench	\$1,137
Replacement Memorial Bench	\$554
Memorial Plaque	\$854
Replacement Plaque	\$277
Memorial Plaque (tree)	\$545 + Cost of Tree
Memorial Picnic Table	\$1,822
Seasonal Boat Storage Permits	
Seasonal Permit	\$400 per month
Short Term Permit	\$15 per day
Stormwater Development Review Fee	
Stormwater Plan Review Fee	\$124
Large Project Plan Review Deposit	
Tier 2	\$3,771
Tier 3 & 4	\$5,028
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3796 adopted 11/12/09)	5% of Permit Fee
Final Map	Cost; \$3,000 min. deposit

2023/24 Proposed Fee Schedule
\$230
\$75
\$44
\$3,400
\$227
\$503
\$1,004
\$1,633
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\$237
\$60
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\$629
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\$854
\$277
\$545 + Cost of Tree
\$1,822
\$400 per month
\$15 per day
\$124
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\$5,028
Cost
5% of Permit Fee
Cost; \$3,000 min. deposit

Description	2023/24 Amended Fee Schedule	2023/24 Proposed Fee Schedule
PLANNING FEES		
Administration/Documents		
Continuance Request - Applicant (2+)	\$185	\$185
Staff Billing Rate	Cost	Cost
Appeals-by Applicant	Cost	Cost
Appeals- by City Officials	\$0	\$0
Appeals- by Other	\$594	\$594
Coastal Development Permit Appeal	\$0	\$0
Appeals -Building/Zoning Code Violations	\$594	\$594
Records Search/Research/Special Report	Cost	Cost
Administrative Permits		
Tree Removal- Staff -Review	\$150	\$150
Tree Removal -- 3 or more trees on a property	\$323	\$323
Tree Installation Deposit (Refundable)	\$500 Deposit	\$500 Deposit
Tree replacement in-lieu fee (if available)	\$600 per tree	\$600 per tree
Tree removal w/ PC approval	\$1,000 deposit	\$1,000 deposit
Commercial Sidewalk/Parking Lot Sale Permit	\$89	\$89
Tenant Use Permit (MCUP)--Staff approval	\$90	\$90
Transient Rental Occupancy Use Permit	\$629	\$629
Home Occupation Use Permit	\$189	\$189
Fence Permit- Staff approval	\$50	\$50
Fence Permit- PC approval	\$943	\$943
Sidewalk vendor permit	\$138	\$138
Sidewalk vendor annual refuse fee	\$555	\$555
Temporary Sidewalk Dining	\$90	\$90
Temporary Use Administrative Permit	\$90	\$90
Sign Permits		
Temporary Signs and Banner Permits	\$45	\$45
Signs-permit - Staff Review	\$151	\$151
Signs- permit - PC Review	\$629	\$629
Master Sign Program	Cost; \$3,000 min deposit	Cost; \$3,000 min deposit
Village Sidewalk Sign Permit	\$77	\$77
Design Permits		
Residential-Single Family/Minor Design Permit - Staff Review	\$919	\$919
Residential-Single Family - PC Review	\$3,143	\$3,143
Residential Multi-Family - PC Review	\$4,398	\$4,398
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Residential Multi-Family/Minor Design Permit - Staff Review	\$2,000 deposit	\$2,000 deposit
Commercial Minor Design Permit	\$2,000 deposit	\$2,000 deposit
Historic In-Kind Replacement Design Permit	\$500 deposit	\$500 deposit
Outdoor Dining - Custom Deck	\$1,000 deposit	\$1,000 deposit
Use Permits		
Master Conditional Use Permit	Cost; \$3,500 min. deposit	Cost; \$3,500 min. deposit
Conditional Use Permit/Minor Use Permit - Staff Review	\$1,854	\$1,854
Conditional Use Permit - PC approval	Cost; \$3,000 min. deposit	Cost; \$3,000 min. deposit
Temporary Use Permit	\$94	\$94
Subdivisions		
Certificate of Compliance & Lot Merger	\$629	\$629
Boundary Line Adjustment	\$1,004	\$1,004
Tentative Parcel Map	Cost; \$2,000 min. deposit	Cost; \$2,000 min. deposit
Tentative Map	Cost; \$5,000 min. deposit	Cost; \$5,000 min. deposit
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Time Extension	\$2,000 Deposit	\$2,000 Deposit
Subdivision Modification	\$2,000 Deposit	\$2,000 Deposit

Description	2023/24 Amended Fee Schedule
Plan Amendments	
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Local Coastal Plan Amendment	Cost; \$5,000 min. deposit
Rezone	Cost; \$5,000 min. deposit
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Pre-Application Review	\$264
Building Plan Check & Final Inspection	20% of Building Permit Fee
Major Development Project Fee	Cost; \$5,000 min. deposit
Historical significance determination	\$4,250 deposit
Inclusionary Housing	
Inclusionary Housing - Unit Sale	\$629
Inclusionary Housing - Unit Refinance	\$252
Single Family Residence	\$2.50 per square foot
Other Fees and Assessments	
General Plan Maintenance Fee	Total Building Valuation X 0.5%
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Green Building Educational Resource Fund Fee (Municipal Code 17.10.080)	Fee equals .0025 times the overall building permit valuation of the project.
Affordable Housing In-Lieu Fees	
For Sale Housing Developments of two to six units (Municipal Code Chapter 18.02) :	
All Units	\$25 per sq. ft.
For Sale Housing Developments of Seven or more units	
#Units #Units Built	
7 1	\$0
8-13 1	Total # units minus 7 @ \$25 per avg. sq. ft. per unit
14 2	\$0
15-20 2	Total # units minus 14 @ \$25 per avg. sq. ft. per unit
21 3	\$0
22-27 3	Total # units minus 21 @ \$25 per avg. sq. ft. per unit
28 4	\$0
Rental Multi-Family	\$6 per sq. ft.
Affordable Housing Impact Fees	
For Sale Housing Developments of Six or Less Units	\$25 per square foot
Rental Multi-Family	\$6 per square foot
Additional to Housing Units of 50% or more (charged to additional square footage only)	\$2.50 per square foot

2023/24 Proposed Fee Schedule
Cost; \$5,000 min. deposit
Cost; \$5,000 min. deposit
Cost; \$5,000 min. deposit
Cost; \$3,500 min. deposit
\$1,887
\$1,696
\$943
\$106
\$5,000 Deposit
\$10,000 min. deposit
\$2,500 deposit
Cost; \$5,000 min. deposit
\$629
\$1,887
50% of original cost
Costs+ overhead / \$3,000 min. deposit
\$1,887
Cost; \$2,000 min deposit
Cost; + 21% of consultant; \$10,000 min deposit
Cost + 21%
Cost + 21%
\$1,887
\$2,828
Cost + 21%
Cost + 21%
Double Application Fees
\$298
Cost
\$264
20% of Building Permit Fee
Cost; \$5,000 min. deposit
\$4,250 deposit
\$629
\$252
\$2.50 per square foot
Total Building Valuation X 0.5%
5% of Permit Fee
Fee equals .0025 times the overall building permit valuation of the project.
\$25 per sq. ft.
\$0
Total # units minus 7 @ \$25 per avg. sq. ft. per unit
\$0
Total # units minus 14 @ \$25 per avg. sq. ft. per unit
\$0
Total # units minus 21 @ \$25 per avg. sq. ft. per unit
\$0
\$6 per sq. ft.
\$25 per square foot
\$6 per square foot
\$2.50 per square foot

NOTES:

- All Fees are non-refundable.
- Deposit accounts are billed on a time and material basis. Additional deposits may be necessary depending on the complexity of the project. Any unused monies in a deposit account will be refunded following case closure.
- The Community Development Director may reduce the total fee/deposit requirements for applications which are unlikely to require the full deposit amounts established herein.
- Applications which include a fee and a deposit payment will be processed with a single deposit account.
- Outside agency fees, including but not limited to County recordation fees, State Fish and Wildlife fees, etc. are charged at cost.

Description	2023/24 Amended Fee Schedule
BUILDING FEES	
The cost of a "combination building permit" shall be 1.5 times the amounts shown in Table 1-A. A "combination building permit" is defined as a permit for a scope of construction work regulated by two or more of the model codes. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.	
The cost of a "building permit" shall be the amounts shown in Table 1-A. A "building permit" is defined as a permit for a scope of construction work regulated solely by a single model code. The model codes are the building code, the plumbing code, the mechanical code and the electrical code.	
TABLE 1-A	
Total Valuation	FEES
\$1.00 to \$500.00	\$29.55
\$501.00 to \$2,000.00	\$29.55 for the first \$500.00 plus \$3.83 for each additional \$100.00 or fraction thereof.
\$2,001.00 to \$25,000.00	\$87.00 for the first \$2,000.00 plus \$17.59 for each additional \$1000.00 or fraction thereof.
\$25,001.00 to \$50,000.00	\$491.57 for the first \$25,000.00 plus \$12.69 for each additional \$1,000.00 or fraction thereof.
\$50,001.00 to \$100,000.00	\$808.82 for the first \$50,000.00 plus \$8.81 for each additional \$1,000.00 or fraction thereof.
\$100,001.00 to \$500,000.00	\$1,249.32 for the first \$100,000.00 plus \$7.05 for each additional \$1,000.00 or fraction thereof.
\$500,001.00 to \$1,000,000.00	\$4,069.32 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof.
\$1,000,001.00 and up	\$7,054.32 for the first \$1,000,000.00 plus \$3.23 for each additional \$1,000.00 or fraction thereof.
Building Plan Check Fee	65% of Building Permit Fee
Reinspection Fee	\$0
Resubmitted Plan Check Fee	\$122.30 / hr.
Building Permit Extension Fee	\$0
Building Permit Reinstatement Fee	50% of the original, singular building permit fee or combo building permit fee, whichever is applicable to the permit being reinstated
Stop Work Order Fee	2x the singular building permit fee
Greywater System Permit	\$0
Electric Vehicle Charging Permits (* Note: These fees were added to the fee schedule for FY2011-12, but will be waived per the Green Energy Incentive Program)	
a. Level I (120 volts)	\$0
b. Level II (208-240 volts)	\$0
c. Level III (480 volts)	\$0
Solar P.V. System	\$0
Solar P.V. System (Commercial Sale/Distribution)	\$0
Solar Hot Water Heater	\$0
Research Fee - 1/2 hour minimum charge	Cost
Information Technology Fee (Resolution No. 3786 adopted 11/12/09)	5% of Permit Fee
Temporary Trailer/Mobile Home Occupancy Permit	\$0
Structural Review of Engineered Plans	cost + 21%
Outside Consultant Plan Review	cost + 21%

2023/24 Proposed Fee Schedule
FEES
\$29.55
\$29.55 for the first \$500.00 plus \$3.83 for each additional \$100.00 or fraction thereof.
\$87.00 for the first \$2,000.00 plus \$17.59 for each additional \$1000.00 or fraction thereof.
\$491.57 for the first \$25,000.00 plus \$12.69 for each additional \$1,000.00 or fraction thereof.
\$808.82 for the first \$50,000.00 plus \$8.81 for each additional \$1,000.00 or fraction thereof.
\$1,249.32 for the first \$100,000.00 plus \$7.05 for each additional \$1,000.00 or fraction thereof.
\$4,069.32 for the first \$500,000.00 plus \$5.97 for each additional \$1,000.00 or fraction thereof.
\$7,054.32 for the first \$1,000,000.00 plus \$3.23 for each additional \$1,000.00 or fraction thereof.
65% of Building Permit Fee
\$0
\$122.30 / hr.
\$0
50% of the original, singular building permit fee or combo building permit fee, whichever is applicable to the permit being reinstated
2x the singular building permit fee
\$0
\$0
\$0
\$0
\$0
\$0
Cost
5% of Permit Fee
\$0
cost + 21%
cost + 21%

Description	2023/24 Amended Fee Schedule
Grading Plan Review Fees	
50 cubic yard or less	\$ -
51 to 100 cubic yard	\$ -
101 to 1,000 cubic yards	\$ -
1,001 to 10,000 cubic yards	\$ -
10,001 to 100,000 cubic yards	\$60.36 for first 10,000 plus \$30.81 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$337.69 for first 100,000 plus \$16.65 for each additional 10,000 cubic yards
200,001 cubic yards or more	\$487.57 for first 200,000 plus \$9.12 for each additional 10,000 cubic yards
Grading Permit Fees	
50 cubic yard or less	\$ -
51 to 100 cubic yard	\$ -
101 to 1,000 cubic yards	\$46.51 for first 100 plus \$22.01 for each additional 100 cubic yards
1,001 to 10,000 cubic yards	\$244.60 for first 1,000 plus \$18.23 for each additional 1,000 cubic yards
10,001 to 100,000 cubic yards	\$408.67 for first 10,000 plus \$82.97 for each additional 10,000 cubic yards
100,001 to 200,000 cubic yards	\$1,155.40 for first 100,000 plus \$45.88 for each additional 10,000 cubic yards

2023/24 Proposed Fee Schedule
\$ -
\$ -
\$ -
\$ -
\$60.36 for first 10,000 plus \$30.81 for each additional 10,000 cubic yards
\$337.69 for first 100,000 plus \$16.65 for each additional 10,000 cubic yards
\$487.57 for first 200,000 plus \$9.12 for each additional 10,000 cubic yards
\$ -
\$ -
\$46.51 for first 100 plus \$22.01 for each additional 100 cubic yards
\$244.60 for first 1,000 plus \$18.23 for each additional 1,000 cubic yards
\$408.67 for first 10,000 plus \$82.97 for each additional 10,000 cubic yards
\$1,155.40 for first 100,000 plus \$45.88 for each additional 10,000 cubic yards

Art & Cultural	
Merchandise Fee	Cost + 50% administration fee
Plein Air Artist Application Fee	50
Plein Air Art Exhibition service fee	30% retained by City, 70% paid to Artist

	Cost + 50% administration fee
	\$50
	30% retained by City, 70% paid to Artist

Description	2023/24 Amended Fee Schedule
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2023/24 Proposed Fee Schedule

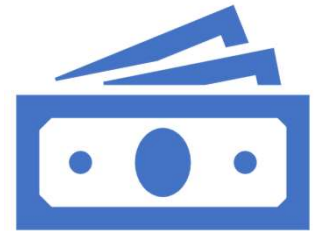
HISTORICAL MUSEUM FEES

HISTORICAL MUSEUM FEES

Description	Cost
Research Fee - 1/2 hour minimum charge	
Print of an electronically available Photograph in Collection	8
Digital Copies of Collection Items	22
Scan High Resolution Tiff File of any collection item for a customer	26

Description	Cost
	8
	22
	26

Fiscal Year 2023-24 Amended Fee Schedule



June 13, 2024

Background

- FY 2023-24 Fee Schedule adopted June 22, 2023
 - Last amended Oct. 26, 2023
- May 23, 2024, Council adopted Resolution No. 4374
 - Administrative Policy V-21: City Park Reservation Permit Use Policy
- Proposed park use fees presented at that meeting
- An amendment to the fee schedule is necessary to implement the new park reservation and permit fees, as previously presented



Proposed Fee Amendments

- Park Reservation Policy:
 - Park space reservation fee - \$10 per hour
 - Barbeque permit fee - \$10
 - Bounce House/Powered Equipment permit fee - \$60
 - Temporary structure permit fee - \$60

Recommended Action

- Adopt the proposed resolution amending the fee schedule for Fiscal Year 2023-24