City of Capitola City Council Meeting Agenda Thursday, December 11, 2025 – 6:00 PM

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City Council Chambers

420 Capitola Avenue, Capitola, CA 95010

Mayor: Joe Clarke

Vice Mayor: Margaux Morgan

Council Members: Gerry Jensen, Melinda Orbach, Susan Westman

Closed Session - 4:45 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 LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to Gov't. Code §54956.9(d)(2), (e)(1). One Case
- ii. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code § 54957(b)) City Council's Performance Evaluation of the City Manager

Regular Meeting of the Capitola City Council - 6 PM

1. Roll Call and Pledge of Allegiance

Council Members Gerry Jensen, Melinda Orbach, Susan Westman, Vice Mayor Margaux Morgan, and Mayor Joe Clarke

2. Additions and Deletions to the Agenda

3. Presentations

Presentations are limited to eight minutes.

4. Report on Closed Session

5. Additional Materials

Additional information related to an agenda item on this agenda and submitted to the City after distribution of the agenda packet pursuant to Government Code §54957.5. 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.

- A. Item 9B Correspondence Received
- B. Item 9D Correspondence Received

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 <u>Recommended Action</u>: Approve minutes from the regular meeting on November 13, 2025, and the special meeting on November 20, 2025.
- B. City Check Registers
 <u>Recommended Action</u>: Approve check registers dated September 26, 2025, October 10, 2025, October 24, 2025, and November 14, 2025.
- Mandatory Organic Waste Disposal Reduction Ordinance <u>Recommended Action</u>: Adopt an ordinance amending Chapter 8.04 "Solid Waste Management" of the Capitola Municipal Code, establishing a Mandatory Organic Waste Disposal Reduction Ordinance consistent with Senate Bill 1383 regulations
- D. Acceptance of Carbon Reduction Program Grant Funding Recommended Action: Adopt a resolution amending the FY 2025-26 Budget to accept \$160,452 in Carbon Reduction Program (CRP) grant funding and appropriate the funds to the Capitola Community Center Renovation Project for the purchase of electric vehicle charging equipment.
- E. Interest Rate for Tenant's Security Deposits

 Recommended Action: Adopt a resolution setting the interest rate for tenants' security deposits for 2026 at zero percent (0%).
- E. 2025 Pavement Maintenance Project Completion Recommended Action: 1) Accept as complete the 2025 Pavement Maintenance Project constructed by Graham Contractors at a final cost of \$684,921; 2) authorize the City Clerk to file and record a Notice of Completion; and 3) authorize the release of the contract retention of \$34,246 as prescribed in the construction agreement.
- G. Planner Consulting Services Contract Amendment
 Recommended Action: Adopt a resolution authorizing the City Manager to execute Amendment
 1 to the Professional Services Agreement with CSG Consultants in an amount not to exceed
 \$60,000 for Planning contract services.
- H. Jade Street Site Improvements Quarterly Progress Update

<u>Recommended Action</u>: Receive a quarterly progress report on the full set of Jade Street projects, including the Community Center renovation, patio improvements, Treasure Cove Playground, and the Jade Street Park restroom renovation.

- 41st Avenue Corridor Plan Consultant Contract Amendment <u>Recommended Action</u>: Adopt a resolution amending the FY 2025-26 Budget to allocate \$58,000 from the General Plan Update and Maintenance Special Revenue Fund; and authorize the City Manager to execute Amendment 1 to the Professional Services Agreement with SWA Group to expand the 41st Avenue Corridor Plan to include portions of Clares Street and Capitola Road in an amount not to exceed \$58,000, subject to City Attorney review and approval.
- J. Police Multi-Service Officer Job Description

 Recommended Action: Approve changing the Community Service Officer job title to MultiService Officer and approve the updated job description.
- K. Tobacco Grant FY 2025-26 <u>Recommended Action</u>: Adopt a resolution amending the FY 2025-26 General Fund operating budget to accept a Department of Justice Tobacco Grant in the amount of \$55,378.
- L. Temporary/Hourly Employee Pay Schedule

 Recommended Action: Adopt a resolution amending the temporary/hourly employee pay schedule.
- M. Watsonville Community Hospital Grant Funding Support

 Recommended Action: Authorize the Mayor to send a letter to the state legislature supporting
 Watsonville Community Hospital's prioritization for Rural Health Transformation Program
 funding and designation as a regional hub hospital.
- N. First Amendment to Municipal Wharf Lease Agreement
 Recommended Action: Authorize the City Manager to execute the First Amendment to the
 Municipal Wharf Lease Agreement with TTD, LLC. in substantially similar form, as approved by
 the City Attorney, as the attached agreement.

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. Regional Interoperable Next Generation Radio System Recommended Action: Approve the City of Capitola's participation in the Regional Interoperable Next Generation (RING) Radio System by (1) authorizing the City Manager to execute the Master Service and Governance Agreement with the County of Santa Cruz and partner agencies and (2) designating the City Manager to serve as the City's voting member on the RING Executive Committee.
- B. Phase 1 Conceptual Design Grand Avenue Pathway

 Recommended Action: Authorize the City Manager to execute a professional services agreement with SSA Landscape Architects, Inc. for Phase 1 Conceptual Design of the Grand Avenue Pathway in an amount not to exceed \$13,000, with funding from the Capital Improvement Program (CIP) Fund. (Continued from November 13, 2025, City Council meeting)
- C. Capitola Municipal Code Sections 2.04.140 and 2.04.210

City Council Meeting Agenda – December 11, 2025

<u>Recommended Action</u>: Introduce for first reading, by title only, waiving further reading, an ordinance amending Capitola Municipal Code Sections 2.04.140 and 2.04.210 to update the process by which City Council Members request agenda items and their rules of debate.

City Council Reorganization for 2026
 Recommended Action: Nominate and appoint a new Mayor and Vice-Mayor.

10. Adjournment

The next regularly scheduled City Council meeting is on January 8, 2026, 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.

City Council Meeting Agenda – December 11, 2025

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 envié un correo electrónico a jgautho@ci.capitola.ca.us.

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

To: Capitola City Council Members

Subject: Item 9B, Conceptual Design Grand Avenue Parkway, December 11, 2025

From: Tom Mader

Summary

A decision should be deferred on a landscaping plan for the relocating of the Grand Avenue path along Oakland to Saxon to Central Avenues. Instead, immediately install a light armoring cover on the eroding sandy marine soil layer about 12 feet by 60 feet adjacent to the drain between Oakland and Saxon Avenues to save the existing pathway.

Between Saxon and Central Avenues there is no immediate need to relocate the Grand Avenue path between Saxon and Central Avenues as the cliff edge has only moved back 2 feet over the 32 years from 1993 to 2025, roughly 3/4 of an inch per year. Even at the cliff edge's closest point to the Grand Avenue path, there is still an average of ten feet between Grand Avenue and the cliff edge. The 1993 to 2025 3/4" rate of retreat per year indicates that there are still several decades of usage available on the existing Grand Avenue path.

Data

- A) The Pacific Crest Engineering (**PEC**) study chose an inappropriate 1956 data point when many other more recent studies were available, due, it claimed, to "short notice" time constraints, and thus substantially overestimated the rate of cliff retreat.
- B) A Rogers Johnson and Associates study of 1993 showed a distance of 35' between the 101 Saxon Avenue property line and the cliff edge.
- C) The 10/25 Pacific Crest Engineering study showed, at an exactly similar transect, a 33' distance from the top of the bluff to the 101 Saxon Ave property line.
- D) The **PCE** study <u>failed to recognize the sand "fill-in" effect</u> that commenced approximately 30 years after the 1964 construction of the Santa Cruz Harbor jetty and which has dramatically slowed erosion at 101 Saxon Avenue to less than one inch per year between 1993 and 2005.

Next Steps

- 1) There is clear and immediate need to lightly armor with weighted tarps or plastic netting material, the 10' to 12' marine layer of sandy soil at the top of the cliff between Oakland and Saxon Avenues adjacent to the storm drain. This will virtually halt the undermining of Grand Avenue.
 - -There is a \$29,800 "netting retention" estimate from Granite Construction.
- 2) There is a clear need for elevated community viewing benches in areas called "parklets" at the ocean ends of Hollister, Oakland, Saxon and Central Avenues with appropriate landscaping.
- 3) Establish nature signage at the avenue/cliff junctures to highlight fauna, wildlife and marine life as has been done along the Soquel Creek path.

Item 5 A.

Project No. 2381

City of Capitola -Bluff Retreat Along Grand Avenue footpath between Central and Oakland Aves. 14 October 2025

Item 9 A.

3. Although no landsliding occurred this past winter in some locations between Central and Oakland Avenues (see heavily vegetated areas on bluff face on Plate 1), the bedrock is primed to topple at those locations due to being notched at the base.

Most of the marine terrace deposits in this area are over steepened and will likely lay back to an average angle of about 38 degrees. This may come about in one to three rainy seasons. A conservative analysis would assume that we will have back-to-back wet seasons for the next several years, which may lay back the marine terrace deposits to the angle of repose. A more liberal analysis would assume that we will enter a drought period of three to five years, followed by wet year. Using those ranges implies that the top of the bluff may retreat significantly within one to six years.

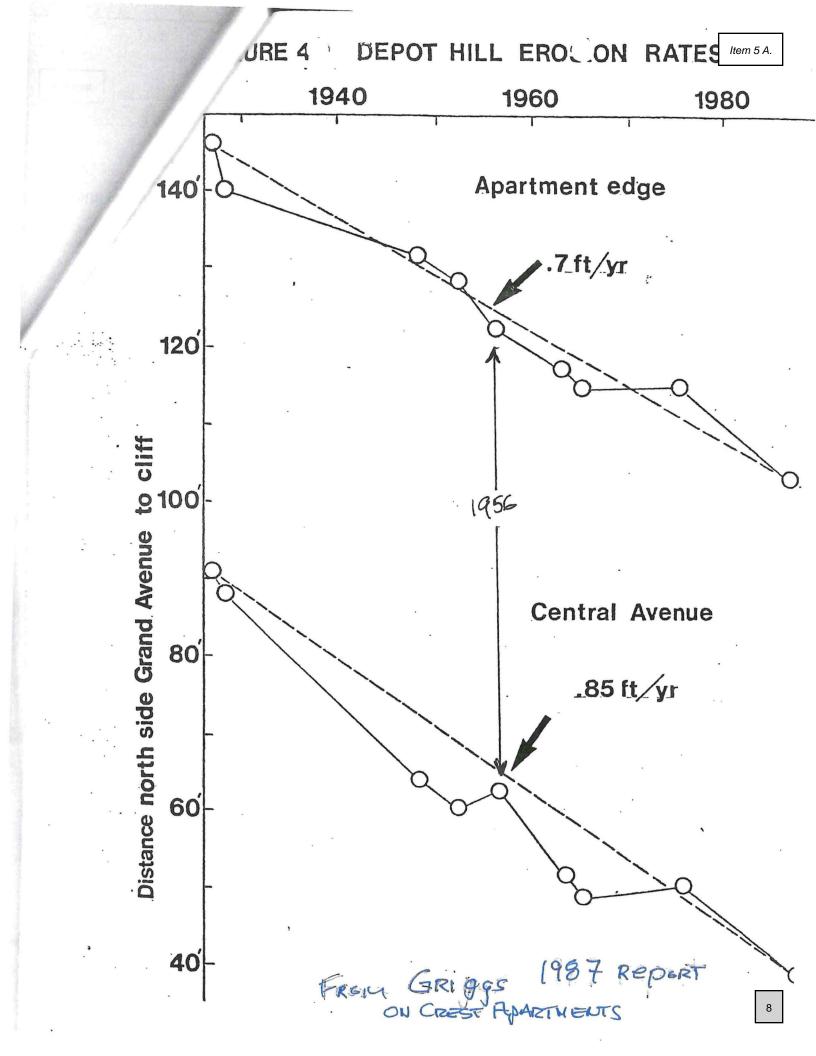
A review of the most recent El Nino status by NOAA (which can be accessed here: https://www.cpc,ncep.noaa.gov/products/analysis monitoring/lanina/enso evolution-statusfcsts-web.pdf) stipulates that "La Niña conditions are present and favored to persist through December 2025 - February 2026, with a transition to ENSO-neutral likely in January-March 2026 (55% chance).*" Although La Nina climatic conditions typically results in lower than average precipitation and relatively smaller storm waves, there is always a chance that large coastal storm waves might impact central California even during a La Nina climatic cycle.

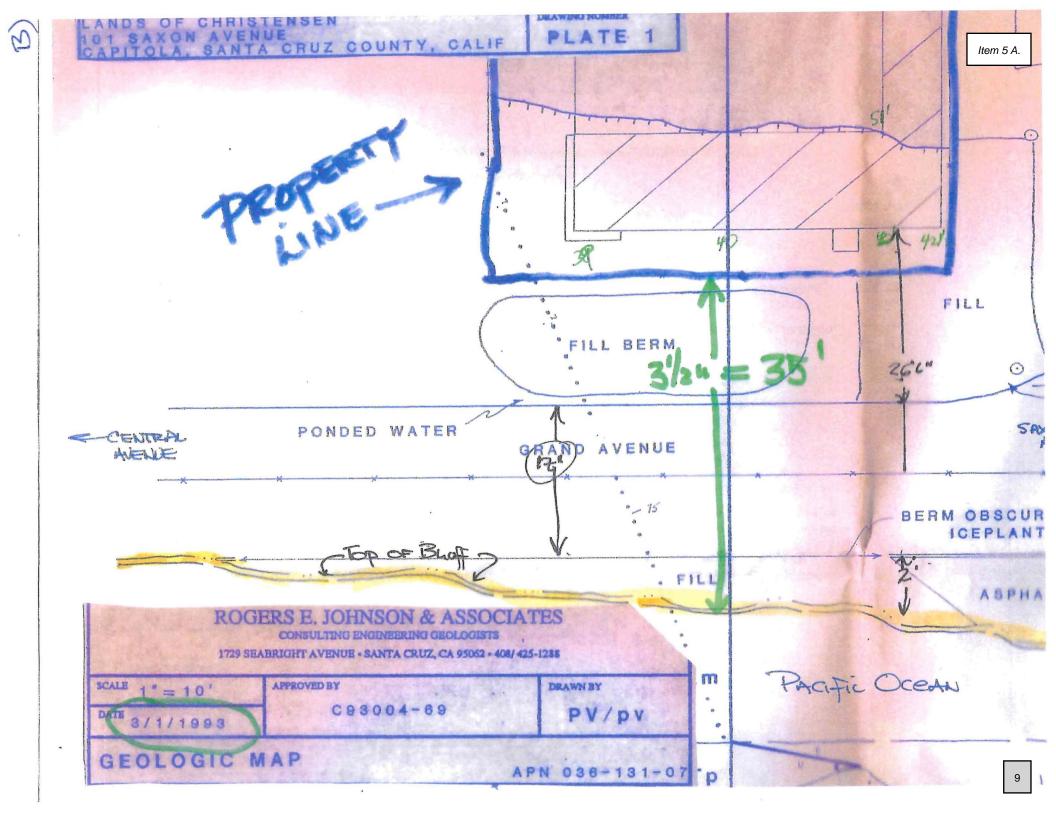
We have used two methods of projecting the future top of bluff retreat for this study. The first method is a simple long range bluff retreat method generated by measuring the difference in time and position of the bluff between the set of stereopair aerial photographs and the current bluff position. The only set of high resolution historical stereopair aerial photos we could procure on short notice were the 1956 set. We measured a variable retreat rate of 0.33 feet per year to 0.66 feet per year for the study area between 1956 and 2025. We used these retreat rates to calculate and plot the projected bluff top position 10 years from now (represented by the purple line on Plate 1).

We also drew transects at select locations in the area of interest and plotted the projected top of bluff assuming the Marine Terrace Deposits will lay back to the angle of repose of about 38 degrees (Represented by the pink line on both the transects and map; see Plate 1) in response to rainfall and earthquakes. Using just this analysis pushes the top of the bluff back between 12 ½ to 22 feet from the current position. In our opinion this line represents the retreat that could happen in one to six years, taking future storms into consideration. We have not factored in the collapse of the undercut portion of the bluff bedrock or the landsliding and subsequent retreat that would occur in the event of a large magnitude earthquake. If either of those processes are factored in and occur within that time period of one to six years, the amount of bluff retreat may be even greater.

It is of interest to note that the two methods result in a consistent difference in projected bluff top retreat configuration. The aerial photo method plotting the predicted position of the bluff ten years from now is consistently less than the pure physical model method of using the







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Ct	PITOLA CLIFF EROSION-GRAND FWENDE
	OVER THE PAST 60 YEARS
TIME	EVENTS FIND COMMENTS
1964	YACHT HARZEDE CONSTRUCTION COMPLETED
1965	CAPITOLA BEACH WOSES SAND FUNCLIFF
10	REMARKS OF ABOUT 1/ YEAR DOE TO HARBOR
1993+	JETTI'S CAPTURE OF SAND
19650	980s SAND OCCUSIONALLY TRUCKED OUT
	ONTO CAPITALA BEACH
1969	CAPITOLA JETTIES COMPLETED
19.87	CREST APARTHENTS EVACUATED
1990	
19934	AND MIGRATES REGULARLY FLONG
1.00	THE DEPOT HILL CLIFF TO NEW BEIGHTOD
1007	
1993	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
2025	FLONG GRAND FLENCE TO ABOUT 3/4"/
	BETWEEN SAXON AVE AND CENTRAL

Gautho, Julia

From: Scott <scott.public49@gmail.com>
Sent: Thursday, December 11, 2025 5:23 PM

To: City Council

Subject: Item 9B - Phase 1 Conceptual Design – Grand Avenue Pathway

Dear Capitola City Council Members,

I recommend moving forward with the conceptual design services agreement for relocating the Grand Avenue Pathway away from the hazard area adjacent to the bluff.

The last three winters have shown how our coastal environment is changing. Our storms are powerful and frequent. Large, long-period swell events have continued to destroy our coastal infrastructure. While some infrastructure, like the Capitola Wharf, may make sense to repair and protect, this strategy is not one size fits all. I do not support any alternative that recommends armoring or protection of the path in place for the following reasons:

- Costs- The city is already reckoning with the high cost of coastal armoring infrastructure along Cliff Drive, heavily reducing the scope of work due to cost increases. That project has supporting grant funding, something that is not likely to be available to a far less-used pedestrian path surrounded by private property.
- Environmental Impacts and Permitting Concerns- Armoring at the site would be ineffective without armoring the entire bluff. Bluff top engineering to reduce erosion related to runoff will only work to protect public infrastructure if the cliff wall below is armored otherwise, the area will be undermined by the heavy impact of coastal waves. Armoring the entire area will reduce sediment supplies to the coastal environment and increase wave reflection and impact on what remains of the beach and habitat below. How likely is the Coastal Commission to support armoring and environmental degradation when a simpler solution such as relocation exists?
- Respect for the natural environment- Grand Avenue sits atop a sea cliff. Sea cliffs are created by the erosional forces of wave action acting at the base of the cliff resulting in large bluff failures and sheer cliff faces. This natural process is what has created the beauty of our area with large seacliffs creating expansive views of the Monterey Bay. We should recognize and respect this process and not spend public funds fighting gravity and the Pacific Ocean.

I support moving forward with pathway relocation. It is a simpler, cleaner solution that will:

- Require less public funds.
- Allow for the continued use of the Coastal Trail.
- Support the importance of the environment, natural coastal processes, and recognize their role
 in creating the beauty of our coastal landscapes.

Thank you, Scott

Gautho, Julia

From: John <jxmulry@gmail.com>

Sent: Friday, December 5, 2025 1:36 PM

To: City Council; City Clerk

Subject: Agenda

Follow Up Flag: Follow up Flag Status: Flagged

Sue Mayor

Gerry Vice Mayor

Gerry stays on RTC Melinda Metro

Warmly JM

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Gautho, Julia

From: Mick <qwakwak@gmail.com>

Sent: Wednesday, December 10, 2025 5:02 PM

To: City Council **Subject:** Mayor selection

Follow Up Flag: Follow up Flag Status: Flagged

Dear Mayor and Council Members,

When it comes to selecting a new Mayor, no one deserves it more than Gerry Jensen. The position should NOT go to anyone appointed to the Council. Margaux should respectfully decline the nomination if that occurs. Since the precedent has been established that an appointed Council member can be appointed Vice-Mayor, the best choice for Vice-Mayor, the person whose positions of importance most closely reflect those of the residents, is Susan Westman. She should be appointed Vice-Mayor.

Mick Routh

Sent from my iPhone

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: City Manager Department

Subject: City Council Meeting Minutes



Recommended Action: Approve minutes from the regular meeting on November 13, 2025, and the special meeting on November 20, 2025.

<u>Background</u>: Attached for City Council review and approval are the draft minutes from the regular and special meetings.

Attachments:

- 1. Regular Meeting 11/13/2025
- 2. Special Meeting 11/20/2025

Report Prepared By: Julia Gautho, City Clerk Approved By: Jamie Goldstein, City Manager

City of Capitola City Council Meeting Minutes Thursday, November 13, 2025 – 6:00 PM

OF CAPITOLIAN CORPORATED IN

City Council Chambers

420 Capitola Avenue, Capitola, CA 95010

Mayor: Joe Clarke

Vice Mayor: Margaux Morgan

Council Members: Gerry Jensen, Melinda Orbach, Susan Westman

Closed Session - 5:30 PM

i. CONFERENCE WITH LEGAL COUNSEL—LIABILITY CLAIMS (Gov. Code § 54956.95)
 a. Syd J.

Claim Against the City of Capitola

Regular Meeting of the Capitola City Council - 6 PM

- 1. Roll Call and Pledge of Allegiance The meeting was called to order at 6:00 PM. In attendance: Council Members Jensen, Orbach, Westman, Vice Mayor Morgan, and Mayor Clarke.
- 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. No reportable action was taken.

4. Additional Materials

- A. Item 5 One email received after publication of the agenda packet.
- B. Item 7H One email received after publication of the agenda packet.

5. Oral Communications by Members of the Public

- Goran Klepic
- John Danforth
- Charlie Thomas
- Terre Thomas
- Dana Wagner
- Vig Kamath, CRP Affordable Housing
- Kathleen Harris
- Alberto Guardado, CRP Affordable Housing
- Katie Thompson
- Jennifer Gallagher
- Angie Deans
- Vic Lawser
- Michael
- Susan Sealy
- Heidy Kellison
- Caroline
- Becky Steinbruner

6. Staff / City Council Comments

- Community and Economic Development Director Herlihy advised the public and the City Council that draft language regarding the Capitola Mall zoning code updates will be published Friday, November 14th.
- Council Member Jensen provided updates from a recently attended RTC meeting; reminded the public that a Sip and Stroll event is taking place in the Village November 15th; commended Public Works Department staff; and commended the Capitola Cares non-profit organization on their community efforts.
- Council Member Orbach provided comments on the importance of marine sanctuary protections and requested an agenda item in January to update and revise the City's ordinance banning offshore oil drilling and seabed mining; and reminded the public of a food distribution event at New Brighton Middle School on November 14th.
- Council Member Westman thanked the City Council for their efforts to return Bay Avenue's intersection to the original traffic configuration.
- Vice Mayor Morgan echoed Council Member Westman's comments and urged the public to exercise safety while navigating the intersection; encouraged the community to support the Second Harvest Food Bank during the winter months; and requested an update on Park Avenue traffic calming efforts during the November 20th Town Hall.
- Mayor Clarke commended the Plein Air art competition on their 10th anniversary.

7. Consent Items

- A. City Council Meeting Minutes
 - <u>Recommended Action</u>: Approve minutes from the regular meeting on October 23, 2025, and the special meeting on October 28, 2025.
- B. 2025 City Council Regular Meeting Schedule <u>Recommended Action</u>: Adopt a resolution amending the 2025 City Council regular meeting schedule to cancel the November 20th meeting. *(Resolution No. 4459)*
- C. 2026 Holidays and City Hall Closures <u>Recommended Action</u>: Adopt a resolution designating the holidays and City Hall closures in calendar year 2026. (*Resolution No. 4460*)
- D. Amendment to Capitola Municipal Code Chapter 15.04 Pertaining to Building and Fire Code <u>Recommended Action</u>: Adopt an ordinance amending Chapter 15.04 and 15.18 of the Capitola Municipal Code pertaining to adoption of California Building Codes and the California Fire Code, 2005 Edition and portions of the 2024 International Fire Code, as amended by the Central Fire Protection District and ratified by the Capitola City Council. (*Ordinance No. 1071*)
- E. Surplus Vehicle
 - Recommended Action: Adopt a resolution to declare one Police Department vehicle as surplus property and authorize Public Works to dispose of the vehicle through public auction, in accordance with Administrative Policy III-8 Surplus Property. (Resolution No. 4461)
- F. Phase 1 Conceptual Design Grand Avenue Pathway

 <u>Recommended Action</u>: Authorize the City Manager to execute a professional services agreement with SSA Landscape Architects, Inc. for Phase 1 Conceptual Design of the Grand Avenue Pathway in an amount not to exceed \$13,000, with funding from the Capital Improvement Program (CIP) Fund. (*Pulled for discussion by Council Member Jensen*)
- G. Liability Claims
 Recommended Action: Deny a liability claim from Syd J.
- H. 3720 Capitola Road Request for Support of Grant Application

Recommended Action: No action. (Pulled for discussion by Council Member Orbach)

Council Member Orbach requested to pull Item 7H and Council Member Jensen requested to pull Item 7F from the Consent Calendar for further discussion.

Motion to approve Consent Items 7A-7E and 7G: Vice Mayor Morgan

Second: Council Member Orbach

Voting Yea: Council Members Jensen, Orbach, Westman, Vice Mayor Morgan, and Mayor

Clarke

8. General Government / Public Hearings

A. Annexation Feasibility Study Analysis Report

<u>Recommended Action</u>: Receive a presentation from RSG, Inc. on the results of the annexation feasibility study and authorize the City Manager to submit the analysis to the Santa Cruz Local Agency Formation Commission for analysis and revision of the City's sphere of influence.

Jim Simon, RSG, Inc. presented the results of the annexation feasibility study.

Public Comment:

• Becky Steinbruner

The City Council discussed the results of the feasibility study; and directed the City Manager to submit the analysis to the Santa Cruz Local Agency Formation Commission for analysis and revision of the City's sphere of influence.

7. Consent Items Pulled for Discussion

F. Phase 1 Conceptual Design – Grand Avenue Pathway

<u>Recommended Action</u>: Authorize the City Manager to execute a professional services agreement with SSA Landscape Architects, Inc. for Phase 1 Conceptual Design of the Grand Avenue Pathway in an amount not to exceed \$13,000, with funding from the Capital Improvement Program (CIP) Fund. *(Pulled for discussion by Council Member Jensen)*

City Manager Goldstein provided a staff report.

Council Member Jensen requested to continue discussion of this item to December 11th so that the City can have a more accurate accounting of sales tax revenues and project expenditures.

Public Comment: None

Motion to continue the item to the December 11th City Council meeting with updated information on funding options and including a report from the City Attorney on liability: Council Member Westman

Second: Council Member Jensen

Voting Yea: Council Members Jensen, Orbach, Westman, Vice Mayor Morgan, and Mayor Clarke

H. 3720 Capitola Road Request for Support of Grant Application
 Recommended Action: No action. (Pulled for discussion by Council Member Orbach)

Community and Economic Development Director Herlihy provided a staff report.

The City Council inquired about the timeline of events concerning the developer's request.

The Mayor requested that public comment be limited to 90 seconds.

Public Comment:

- Vig Kamath, CRP Affordable Housing
- Speaker
- Alberto Guardado, CRP Affordable Housing
- Marcus, CRP Affordable Housing
- Caroline
- Speaker
- Speaker
- John Tremain
- Speaker
- Speaker
- Garrett Bascom, CRP Affordable Housing

The City Council discussed the typical project timeline for affordable housing projects, the need for affordable housing, and the imposition of state housing laws.

Motion to deny the applicant's request for a letter of support: Council Member Westman Second: Council Member Jensen

Voting Yea: Council Members Jensen, Westman, Vice Mayor Morgan, and Mayor Clarke Voting Nay: Council Member Orbach

The Council took a recess at 8:00 PM and reconvened at 8:06 PM.

8. General Government / Public Hearings

B. 41st Avenue Corridor Plan – Public Outreach Summary and Draft Goals <u>Recommended Action</u>: Provide direction on the proposed goals for the 41st Avenue Corridor Plan based on the results of initial community outreach.

Community and Economic Director Herlihy introduced Daniel Cunningham, SWA Group, who presented a report on initial outreach findings for the 41st Avenue Corridor Plan.

Public Comment:

- Speaker
- Becky Steinbruner

The City Council voiced support for the inclusion of Clares Street into the 41st Avenue Corridor Plan; provided feedback on the goals presented by staff; and directed staff to return with a budget amendment to increase the scope of the project.

C. Rispin Reflecting Pool Public Art Project

<u>Recommended Action</u>: Adopt a resolution amending the FY 2025-26 Adopted Budget to allocate an additional \$25,000 from the Public Art Fund, for a total project budget of \$50,000. *(Resolution No. 4462)*

Community Services and Recreation Director Bryant presented the staff report.

Public Comment:

Becky Steinbruner

The City Council discussed the possibility of including public and youth outreach in the project.

Motion to adopt Resolution No. 4462: Vice Mayor Morgan

Second: Council Member Orbach

Voting Yea: Council Members Jensen, Orbach, Westman, Vice Mayor Morgan, and Mayor Clarke

D. Mandatory Organic Waste Disposal Reduction Ordinance

<u>Recommended Action</u>: Introduce for first reading, by title only, waiving further reading, an ordinance amending Chapter 8.04 "Solid Waste Management" of the Capitola Municipal Code, establishing a Mandatory Organic Waste Disposal Reduction Ordinance consistent with Senate Bill 1383 regulations.

Public Works Director Kahn presented the staff report.

Public Comment:

Speaker

Motion to introduce Ordinance No. 1072: Vice Mayor Morgan

Second: Council Member Jensen

Voting Yea: Council Members Jensen, Orbach, Westman, Vice Mayor Morgan, and Mayor

Clarke

E. 2026 City Council Meeting Schedule

<u>Recommended Action</u>: Adopt a resolution establishing the regular meeting schedule for 2026. *(Resolution No. 4463)*

City Clerk Gautho presented the staff report.

Public Comment:

Speaker

Motion to adopt Resolution No. 4463: Council Member Orbach

Second: Vice Mayor Morgan

Voting Yea: Council Members Jensen, Orbach, Westman, Vice Mayor Morgan, and Mayor Clarke

The Mayor advised the public of the November 20th Town Hall meeting at New Brighton Middle School.

9. Adjournment

The meeting adjourned at 9:07 PM. The City Council will hold a special meeting on November 20, 2025, at 6:00 PM at the New Brighton Middle School Performing Arts Center.

ATTEST:	Joe Clarke, Mayor	
Julia Gautho, City Clerk		

City of Capitola Special City Council Meeting Minutes Thursday, November 20, 2025 – 6:00 PM



NBMS Performing Arts Center 420 Capitola Avenue, Capitola, CA 95010

Mayor: Joe Clarke

Vice Mayor: Margaux Morgan

Council Members: Gerry Jensen, Melinda Orbach, Susan Westman

1. Roll Call - The meeting was called to order at 6:05 PM. In attendance: Council Members Jensen, Orbach, Westman, Vice Mayor Morgan, and Mayor Clarke.

2. Additional Materials

A. Item 3A – One email received after publication of the agenda packet.

3. General Government

A. Town Hall Meeting Recommended Action: None. No Council Action will be taken.

The Mayor held a question-and-answer portion where seventeen questions were answered by staff.

Public Comment:

- Linda Smith
- Jacques Bertrand
- **4.** Adjournment The meeting adjourned at 7:42 PM. The next regularly scheduled City Council meeting is on December 11, 2025, at 6:00 PM.

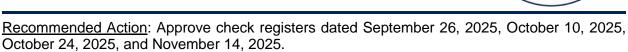
	Joe Clarke, Mayor
ATTEST:	
Julia Gautho, City Clerk	

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Administrative Services Department

Subject: City Check Registers



Account: City Main									
Date	Starting Check #	Ending Check #	Payment Count		Amount				
09/26/2025	104873	104977	106	\$	916,732.85				
10/10/2025	104978	105058	81	\$	551,913.97				
10/24/2025	105059	105182	128	\$	889,046.36				
11/14/2025	105183	105284	103	\$	1,183,684.21				

The main account check register dated September 12, 2025, ended with check #104872.

Account: Payroll								
Date	Starting Check/EFT #	Ending Check/EFT#	Payment Count		Amount			
09/26/2025	7220	7227	133	\$	381,918.63			
10/10/2025	7228	7232	119	\$	475,924.23			
10/24/2025	7233	7236	122	\$	367,115.06			
11/14/2025	7237	7249	237	\$	718,136.63			

The payroll account check register dated September 12, 2025, ended with payroll check #7219.

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

Check/ EFT	Issued to	Dept	Description	Amount	
2041	CalPERS Member Services Division	СМ	PERS contributions PPE 9/13/25	\$	70,689.07
2042	EMPLOYMENT DEVELOPMENT CM State tax PPE 9/13/ DEPARTMENT		State tax PPE 9/13/25	\$	10,365.11
2043	INTERNAL REVENUE SERVICE	СМ	Federal taxes & Medicare PPE 9/13/25	\$	41,946.59
2045	VOYA FINANCIAL	СМ	Employee 457 contributions PPE 9/19/25	\$	12,325.23
24	SANTA CRUZ COUNTY BANK	FIN	August Credit Card Charges	\$	14,178.31
104882	AMERICAN TRAFFIC SOLUTIONS INC.	PW	1st Half of FY24/25 Red Light Revenue	\$	14,355.20

104891	BURKE WILLIAMS AND SORENSEN LLP	СМ	July Legal Services	\$ 45,741.25
104896	CHAVAN & ASSOCIATES, LLP	FIN	FY24/25 Audit Services	\$ 10,650.00
104899	COMMUNITY BRIDGES	PW	September 2025 Shuttle Services	\$ 13,860.00
104904	CSG Consultants Inc.	CDD	Building Plan Review Services	\$ 23,072.74
104905	CSW-STUBER-STROEH ENGINEERING GROUP INC	PW	Stockton Bridge Debris Mitigation Services	\$ 21,761.64
104915	GRAHAM CONTRACTORS INC.	PW	2025 Pavement Maintenance Project Services	\$ 385,888.10
104929	KIMLEY HORN AND ASSOCIATES INC	PW	41st Ave Multimodal Corridor Improvements	\$ 12,535.00
104944	PACIFIC GAS & ELECTRIC	PW	September Monthly Utilities	\$ 19,938.11
104950	SANTA CRUZ COUNTY DEPT OF PUBLIC WORKS	PW	Household hazardous waste program cost sharing	\$ 26,258.00
104953	SANTA CRUZ REGIONAL 911	PD	FY25/26 Second Quarter Operating Contribution	\$ 203,973.25
104978	GREENWOOD CHEVROLET	PW	2026 Chevrolet Equinox EV	\$ 40,188.90
2154	CalPERS Health Insurance	CM	October health insurance	\$ 90,750.91
2155	CalPERS Member Services Division	СМ	PERS contributions PPE 09/27/25	\$ 70,743.87
2156	EMPLOYMENT DEVELOPMENT DEPARTMENT	СМ	State Taxes PPE 09/27/25	\$ 11,300.68
2157	INTERNAL REVENUE SERVICE	СМ	Federal taxes & Medicare PPE 09/27/2025	\$ 44,361.63
2159	VOYA FINANCIAL	СМ	Employee 457 Contribution PPE 09/27/25	\$ 11,788.46
104993	BETZ WORKS INC	PW	Park at Rispin Mansion Project Services	\$ 43,174.00
104995	BOONE LOW RATLIFF ARCHITECTS INC	PW	Community Center renovation design services	\$ 11,248.90
104997	COMMUNITY BRIDGES	CDD	21-CDBG-NH-20009 Meals on Wheels Jul-Sep	\$ 42,769.69
105001	DELL MARKETING LP	СМ	Office 365 software licenses	\$ 25,331.60
105006	EXCEEDIO	СМ	October IT services	\$ 16,660.35
105010	FUSE ARCHITECTS, INC.	CDD	CWEP Final Construction Designs	\$ 45,569.20
105045	SANTA CRUZ SIGNS	PW	Capitola Wharf Interpretive Signage Installation	\$ 14,508.83
105050	SSB CONSTRUCTION	PW	Community Center Renovation Project Services	\$ 185,141.78

2272	CalPERS Member Services Division	СМ	PERS Contributions PPE 10/11/25	\$ 70,911.23
2274	INTERNAL REVENUE SERVICE	СМ	Federal taxes & Medicare PPE 10/11/25	\$ 40,272.22
2276	VOYA FINANCIAL	СМ	Employee 457 Contributions PPE 10/11/25	\$ 11,501.96
105061	AA AUTO COLLISION CENTER	PW	2016 Ford F250 Repair	\$ 14,780.52
105062	ADAMS ASHBY GROUP INC.	CDD	General admin of CDBG - Community Center	\$ 11,000.00
105071	BURKE WILLIAMS AND SORENSEN LLP	СМ	August Legal Services	\$ 45,691.14
105085	CSW-STUBER-STROEH ENGINEERING GROUP INC	PW	Cliff Drive Resiliency Project Services	\$ 41,465.20
105086	CUMMING MANAGEMENT GROUP, INC.	PW	Community Center Construction Management Services	\$ 31,507.50
105087	CURTIS BLUE LINE	PD	Gas Masks	\$ 14,723.94
105115	KIMLEY HORN AND ASSOCIATES INC	PW	Bay Ave Corridor Project Services	\$ 45,893.20
105132	PACIFIC GAS & ELECTRIC	PW	October Monthly Utilities	\$ 16,156.80
105133	PRIME LANDSCAPE SERVICES INC	PW	Grand Ave Outfall Replacement Pipe	\$ 38,730.00
105143	SANTA CRUZ COUNTY ANIMAL SHELTER	PD	Quarterly animal services contribution	\$ 44,135.10
105144	SANTA CRUZ COUNTY AUDITOR-CONTROLLER	FIN	August citation processing	\$ 10,431.50
105149	SANTA CRUZ COUNTY TAX COLLECTOR	FIN	Esplanade sanitation district charges	\$ 10,461.25
105162	SSB CONSTRUCTION	PW	Community Center Renovation Project Services	\$ 425,441.46
29	SANTA CRUZ COUNTY BANK	FIN	September Credit Card Charges	\$ 20,663.72
2383	CalPERS Health Insurance	СМ	November health insurance	\$ 88,955.88
2385	CalPERS Member Services Division	СМ	PERS contributions PPE 10/25/25	\$ 70,963.79
2386	EMPLOYMENT DEVELOPMENT DEPARTMENT	СМ	State tax PPE 10/25/25	\$ 10,025.78
2387	INTERNAL REVENUE SERVICE	СМ	Federal taxes & Medicare PPE 10/25/25	\$ 41,026.96
2389	VOYA FINANCIAL	СМ	Employee 457 contributions PPE 10/25/25	\$ 10,689.01

2390	EMPLOYMENT DEVELOPMENT DEPARTMENT	СМ	Jul - Sep unemployment charges	\$ 11,478.00
2394	VOYA FINANCIAL	СМ	Employee 457 Contribution Final Pay	\$ 15,680.91
105189	AUTO CARE LIFESAVER TOWING	PD	Tow for 20C-00422	\$ 15,815.00
105193	BURKE WILLIAMS AND SORENSEN LLP	СМ	September Legal Services	\$ 39,247.33
105196	CAPITOLA SELF STORAGE	СМ	Annual Museum storage rental	\$ 10,440.00
105210	CUMMING MANAGEMENT GROUP, INC.	PW	Community Center Construction Management Services	\$ 32,190.00
105220	GRAHAM CONTRACTORS INC.	PW	2025 Pavement Maintenance Project Services	\$ 245,303.06
105243	MP RAIL TRAIL ASSOCIATES, L.P.	CDD	City of Capitola Predevelopment Loan - Draw Request	\$ 678,872.00

Attachments:

- 1. 09-26-25 Check Register
- 2. 10-10-25 Check Register
- 3. 10-24-25 Check Register
- 4. 11-14-25 Check Register

Report Prepared By: Luis Ruiz, Accountant II

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

Approved By: Jamie Goldstein, City Manager

Cash Position – City of Capitola September 26, 2025

City main account checks dated September 26, 2025, numbered 104873 to 104977 totaling \$902,554.54, 1 EFT totaling \$14,178.31, 10 payroll checks totaling \$13,002.42, and 123 payroll EFTs totaling \$368,916.21 for a grand total of \$1,298,651.48, have been reviewed and authorized for distribution by the City Manager.

As of September 26, 2025, the unaudited cash balance is \$6,518,432.

Jamie Goldstein Date City Manager

Jim Malberg

Administrative Services Director

Fund Description **Ending Balance** 1000 General Fund (6,445,973) 1001 Payroll Payables 91,411 \$ **Total General Funds** (6.354.562)1010 Contingency Reserve \$ 2,364,346 1015 PERS Contingency Fund 1,690,919 1020 Emergency Reserve 1,631,506 1025 Facilities Reserve Fund 282,714 Total Reserve Funds 5,969,484 1200 Capital Improvement Fund \$ (866,081)2210 ISF - Stores Fund \$ 47,513 ISF - Information Technology 2211 399,811 2212 ISF - Equipment Replacement 239,924 2213 ISF - Self-Insurance Liability (315, 812)2214 ISF - Workers Compensation 18,749 2216 ISF - Compensated Absences (112,724)**Total Internal Service Funds** \$ 277,461 TOTAL AVAILABLE GENERAL FUNDS \$ (973,698) 1300 SLESF - Supl Law Enfc \$ 199.726 1305 Restricted TOT 71,083 1308 SB1 Road Maint. & Rehab. 667,798 1309 RTC Streets 785,635 1310 Gas Tax 335,300 1311 Wharf 75.267 1313 General Plan Update and Maint 340,678 1314 Green Building Education 276,349 1315 Public Art Fee Fund 135,200 1316 Parking Reserve Fund 737 1317 Technology Fee Fund 111,009 1320 PEG - Public Education and Govt 68,094 1321 BIA - Capitola Village-Wharf BIA 29,619 1350 **CDBG** Grants 381,284 1351 CDBG Program Income 960 1360 Library Fund 17,105 1370 HOME Reuse 1,107,193 1372 Housing Trust 351,734 1373 Permanent Local Housing Allocatic 467,433 5552 Cap Hsg Succ- Program Income 2,069,926 \$ 7,492,130 Total Special Revenue Funds TOTAL CITY CASH BALANCE 6,518,432

CASH BALANCE September 26, 2025

(1) September 26th balance does not include \$952,139 held in the OPEB Trust.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
104873	09/15/2025		09/30/2025	DAVID RIEGERT		\$1,250.00
	Invoice	Date	Description		Amount	
	TR082725	08/27/2025	Twilight Conce	rt 8.27.25	\$1,250.00	
104874	09/26/2025		09/30/2025	AGILE OCCUPATIONAL MEDICINE, PC		\$280.00
	Invoice	Date	Description		Amount	
	EM051993	09/04/2025	New employee	testing & exams	\$280.00	
104875	09/26/2025			AGILITY TRIBE LLC		\$3,280.00
	Invoice	Date	Description		Amount	
	AT080425	08/04/2025	Camp Capitola	Climbing Activities	\$3,280.00	
104876	09/26/2025		09/30/2025	AJ'S FUEL MARKET OF CAPITOLA INC		\$356.80
	Invoice	Date	Description		Amount	
	AJ083125	08/31/2025	Carwash Closii	ng Date 8/31/2025	\$356.80	
104877	09/26/2025			ALEX FERBER		\$162.50
	Invoice	Date	Description		Amount	
	AF091625	09/16/2025	Instructor paym	nent	\$162.50	
104878	09/26/2025			ALLIED UNIVERSAL		\$2,091.39
	Invoice	Date	Description		Amount	
	17415066	09/04/2025	September 202	25 Jade Street Park Patrol	\$697.13	
	17415074	09/04/2025	September 202	25 McGregor Skate Park	\$697.13	
	17415075	09/04/2025	September 202	25 Esplanade Park Patrol	\$697.13	
104879	09/26/2025			ALLSAFE LOCK COMPANY		\$10.91
	Invoice	Date	Description		Amount	
	641779	09/02/2025	Keys		\$10.91	
104880	09/26/2025			AMAZON CAPITAL SERVICES		\$1,211.86
	Invoice	Date	Description		Amount	
	1MHH-HNMF-RJK6	09/14/2025	String lights		\$142.81	
	1L3J-PPKP-3R9X	09/15/2025	Safety breakav	vay	\$194.49	
	1K4J-X4KR-47KR	09/15/2025	Generator whe	el kit	\$97.12	
	13M7-1MP6-9GXV	09/15/2025	Envelopes, gro	und coffee	\$38.68	
	1W4H-K4DP-F1C1	09/15/2025	Steel toe boots		\$182.01	
	1NDG-L91Y-GNG1	09/19/2025	LED Lights		\$11.79	
	1691-MQRP-DDXM	09/15/2025	Rec Sports sup	pplies	\$51.87	
	1X6K-J19M-M4RM	08/15/2025	Computer Mon	itor	\$145.17	
	13CQ-QKVP-76KX	09/05/2025	Credit Memo fo	or 1HHX-G3JD-K9TY	(\$114.24)	
	1DNL-CJC6-GKCL	09/22/2025	Afterschool sup	pplies	\$119.96	
	1DXM-PNRG-GLNR	09/02/2025	Afterschool sup	pplies	\$152.04	
	1YMN-NFRW-HC6V	09/02/2025	Afterschool sup	pplies	\$190.16	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
104881	09/26/2025		09/30/2025	AMERICAN RED CROSS TRAIN	ING SERVICES	\$1,128.00
	Invoice	Date	Description		Amount	
	22973758	08/20/2025	First aid, CPR	training	\$72.00	
	22980830	09/17/2025	First aid, CPR	training	\$1,056.00	
104882	09/26/2025			AMERICAN TRAFFIC SOLUTION	NS INC.	\$14,355.20
	Invoice	Date	Description		Amount	
	INV0106520	08/31/2025	1st Half of FY2	4/25 Red Light Revenue	\$14,355.20	
104883	09/26/2025			AT&T/CALNET 3		\$284.65
	Invoice	Date	Description		Amount	
	000024070925	09/13/2025	August telepho	ne service	\$284.65	
		1000 - Genera	l Fund		\$217.80	
		2211 - ISF - In	formation Techno	ology	666.85	
104884	09/26/2025			AT&T/CALNET 3		\$1,756.50
	Invoice	Date	Description		Amount	
	000024071593	09/13/2025	August T-1 acc	eess	\$1,756.50	
104885	09/26/2025			B & B SMALL ENGINE REPAIR		\$803.57
	Invoice	Date	Description		Amount	
	72744	09/18/2025	Trimmer lines,	Motomix, lopper, shear, battery blo	\$803.57	
104886	09/26/2025		09/30/2025	BEAR ELECTRICAL SOLUTION	S, LLC	\$1,188.60
	Invoice	Date	Description		Amount	
	27857	08/31/2025	August traffic s	ignal maintenance services - respo	\$541.80	
	27768	08/31/2025	_	ignal maintenance services - routin	\$646.80	
		1310 - Gas Ta	X			
104887	09/26/2025			BEN NOBLE		\$6,765.00
	Invoice	Date	Description		Amount	
	1535	09/18/2025	Housing Eleme	ent Implementation Services thru 8.3	\$6,765.00	
		1313 - Genera	l Plan Update an	d Maint		
104888	09/26/2025		09/30/2025	BIOBAG AMERICAS INC.		\$2,523.68
	Invoice	Date	Description		Amount	
	INV513649	09/12/2025	Dog waste bag	s	\$2,523.68	
104889	09/26/2025		09/30/2025	BRANTLY SANDRETTI		\$392.81
	Invoice	Date	Description		Amount	
	BS090525	09/05/2025	FTO Superviso	or School Travel Reimbursement	\$392.81	
104890	09/26/2025		09/30/2025	BRINKS AWARDS & SIGNS		\$90.00
	Invoice	Date	Description		Amount	
	90597	08/29/2025	Locker Plates		\$90.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
104891	09/26/2025			BURKE WILLIAMS AND SORENSEI		\$45,741.25
	Invoice	Date	Description		Amount	
	348646	08/21/2025	·	Mall Project Legal Services	\$404.00	
	348647	08/21/2025	July Code Enfo	orcement Legal Services	\$682.50	
	348648	08/21/2025	July Planning I	_egal Services	\$11,239.50	
	348649	08/21/2025	July Police Leg	gal Services	\$675.00	
	348650	08/21/2025	July Public Wo	orks Legal Services	\$2,571.19	
	348652	08/21/2025	July Rent Con	trol Ordinance Legal Services	\$910.00	
	348653	08/21/2025	July 427 River	view Legal Services	\$585.00	
	348644	08/21/2025	July Labor and	Employment Legal Services	\$1,137.50	
	348645	08/21/2025	July City Attorr	ney Legal Services	\$9,949.56	
	348651	08/21/2025	July PRA Requ	uests Legal Services	\$17,587.00	
04892	09/26/2025			CA DEPARTMENT OF JUSTICE		\$81.00
	Invoice	Date	Description		Amount	
	841487	09/05/2025	Parking Enforce	ement Officer Candidate Fingerprin	\$32.00	
	842969	09/19/2025	August fingerp	rinting	\$49.00	
04893	09/26/2025			CALE AMERICA INC.		\$8,444.62
	Invoice	Date	Description		Amount	
	185610	05/28/2025	May 2025 Acti	ve Meters	\$2,114.51	
	186059	06/27/2025	June 2025 Act	ive Meters	\$2,114.51	
	186473	07/29/2025	July 2025 Activ	ve Meters	\$2,107.80	
	186934	08/27/2025	August 2025 A	active Meters	\$2,107.80	
04894	09/26/2025		09/30/2025	CALIFORNIA COAST UNIFORM CO	MPANY	\$1,026.50
	Invoice	Date	Description		Amount	
	113931	08/29/2025	535 Tailoring		\$301.00	
	113932	08/29/2025	505 Tailoring		\$132.00	
	113935	09/10/2025	Sergeant Chev	rons	\$189.00	
	113925	08/29/2025	Volunteer Clot	h Badges and Rockers	\$374.50	
	113933	08/29/2025	526 Embroider	y Charges	\$30.00	
04895	09/26/2025		09/30/2025	CAPITOLA ARCADE LLC		\$1,000.00
	Invoice	Date	Description		Amount	
	140	09/18/2025	Cards with \$15	pre-loaded (100)	\$1,000.00	
04896	09/26/2025			CHAVAN & ASSOCIATES, LLP		\$10,650.00
	Invoice	Date	Description		Amount	
	C&A-18834	09/17/2025	FY24/25 Audit	Services	\$10,650.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount	
104897	09/26/2025			CINTAS CORPORATION		\$521.52	
	Invoice	Date	Description		Amount		
	5291801404	09/12/2025	Corp yard first	aid supplies	\$8.23		
	5291801403	09/12/2025	City Hall first ai	d supplies	\$300.54		
	5291801402	09/12/2025	First Aid Reple	nishment	\$212.75		
104898	09/26/2025			CLARK SERVICES		\$4,075.00	
	Invoice	Date	Description		Amount		
	18755	09/23/2025	FY25/26 Villag	e Sidewalk Cleaning	\$4,075.00		
104899	09/26/2025		09/30/2025	COMMUNITY BRIDGES		\$13,860.00	
	Invoice	Date	Description		Amount		
	CB092325	09/23/2025	September 202	25 Shuttle Services	\$13,860.00		
104900	09/26/2025		09/30/2025	COMMUNITY PRINTERS		\$1,939.54	
	Invoice	Date	Description		Amount		
	43268011	09/17/2025	Newsletter prin	ting	\$1,939.54		
104901	09/26/2025			COPWARE INC.		\$460.00	
	Invoice	Date	Description		Amount		
	87277	09/01/2025	California Offic	ers Legal Sourcebook License for 1	\$460.00		
104902	09/26/2025			CORODATA SHREDDING INC.		\$63.56	
	Invoice	Date	Description		Amount		
	DN1538927	08/31/2025	August Record	s Shredding	\$63.56		
104903	09/26/2025		09/30/2025	CORY MCNAIR		\$179.00	
	Invoice	Date	Description		Amount		
	CM091525	09/15/2025	Food Manager	s Licensing Reimbursement	\$179.00		
104904	09/26/2025			CSG Consultants Inc.		\$23,072.74	
	Invoice	Date	Description		Amount		
	B251132	09/02/2025	Building Plan F	Review Services	\$2,438.74		
	62819	09/12/2025	Building Inspec	ctor Services	\$20,634.00		
104905	09/26/2025			CSW-STUBER-STROEH ENGINEE	RING GROUP INC	\$21,761.64	
	Invoice	Date	Description		Amount		
	2508106	08/31/2025	Stockton Ave E	Bridge Debris Mitigation Services th	\$21,761.64		
		1200 - Capital	Improvement Fu	nd			

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
104906	09/26/2025			ESMERALDA GONZALEZ		\$757.53
	Invoice	Date	Description		Amount	
	EG090525	09/05/2025	Women Leade	rs in Law Enforcement Travel Reim	\$757.53	
104907	09/26/2025			EWING IRRIGATION		\$762.65
	Invoice	Date	Description		Amount	
	27486000	09/03/2025	white aero pair	nt (15)	\$128.27	
	27406957	08/26/2025	Irritrol, shovels	(4)	\$415.38	
	27642001	09/16/2025	Trach can (4)		\$219.00	
104908	09/26/2025			EXTREME TOWING		\$2,130.00
	Invoice	Date	Description		Amount	
	013792	08/28/2025	Tow for 25C-00	0898 to Capitola	\$1,065.00	
	013948	09/11/2025	Tow for 25C-00	0898 from Capitola	\$1,065.00	
104909	09/26/2025		09/30/2025	FERGUSON ENTERPRISES LLC #79	95	\$950.77
	Invoice	Date	Description		Amount	
	6203585	09/04/2025	Adapters		\$375.90	
	6203758	09/04/2025	Coil		\$131.66	
	6221807	09/12/2025	Lucern lights		\$107.42	
	6210816	09/11/2025	Faucet, white li	ights	\$70.56	
	6220540	09/12/2025	Wrenches, lav	lights, caps	\$335.79	
	CM684278	09/22/2025	LAV lights cred	lit return	(\$70.56)	
104910	09/26/2025		09/30/2025	FIRST ALARM		\$293.31
	Invoice	Date	Description		Amount	
	909930	09/15/2025	Evidence Build	ing Monitoring Service for 10/1/25 -	\$293.31	
104911	09/26/2025		09/30/2025	FLYERS ENERGY LLC		\$3,299.81
	Invoice	Date	Description		Amount	
	CFS-4375485	09/15/2025	Card processin	ng	\$122.23	
	25-473804	09/18/2025	744 gallons ga	soline	\$3,177.58	
104912	09/26/2025			FOSTER & FOSTER, INC.		\$1,500.00
	Invoice	Date	Description		Amount	
	37940	09/16/2025	GASB 75 Prep	aration	\$1,500.00	
104913	09/26/2025			FRESNO CITY COLLEGE		\$61.00
	Invoice	Date	Description		Amount	
	195013636	09/12/2025	523 FTO Upda	te	\$61.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	saction Amount
104914	09/26/2025			GALLS LLC		\$259.10
	Invoice	Date	Description		Amount	·
	032294015	08/20/2025		eight and Sabre MK-3 Foam	\$259.10	
104915	09/26/2025		09/30/2025	GRAHAM CONTRACTORS INC.		\$385,888.10
	Invoice	Date	Description		Amount	
	033253	07/31/2025	July 2025 Pave	ement Maintenance Project Service	\$385,888.10	
		1308 - SB1 Rd	oad Maint. & Reh	ab.	192,944.05	
		1309 - RTC St	treets	\$	\$192,944.05	
104916	09/26/2025		09/30/2025	GRAINGER		\$2,438.63
	Invoice	Date	Description		Amount	
	9643193072	09/16/2025	Urinal sealant,	composite (12), urinal strainer (12)	\$334.50	
	9631537793	09/05/2025	Pliers (2)		\$171.77	
	9635543748	09/09/2025	Hi-Vis bomber	jackets (25)	\$1,932.36	
104917	09/26/2025		09/30/2025	HASCO STATIONS, LLC		\$34.00
	Invoice	Date	Description		Amount	
	HCL-039926-25	09/15/2025	Carwash Closi	ng Date 9/15/2025	\$34.00	
104918	09/26/2025		09/30/2025	HD SUPPLY FORMERLY HOME	DEPOT PRO	\$4,878.54
	Invoice	Date	Description		Amount	
	891737710	09/03/2025	Cleaning & res	troom supplies	\$2,408.49	
	891915233	09/03/2025	Cleaning suppl	lies	\$44.27	
	892908369	09/10/2025	Cleaning & res	troom supplies	\$2,425.78	
104919	09/26/2025			HINDERLITER DELLAMAS AND	ASSOCIATES	\$1,447.61
	Invoice	Date	Description		Amount	
	SIN054296	08/31/2025	August TOT ar	nd STR admin fees	\$1,447.61	
104920	09/26/2025			HOME DEPOT CREDIT SERVIC	ES	\$554.08
	Invoice	Date	Description		Amount	
	3010786	09/15/2025	Lumber, chalk	kit, saw blades, spring clamp	\$245.52	
	3627940	09/05/2025	Pro grip tape, t	pag, primer	\$199.86	
	6630243	09/12/2025	Picture hanging	g strips, wire	\$84.03	
	6629690	09/12/2025	First aid kit, an	ti skid pad	\$24.67	
104921	09/26/2025		09/30/2025	HOPE REHABILITATION SERVI	CES	\$7,455.00
	Invoice	Date	Description		Amount	
	S178812	08/31/2025	Litter Abateme	nt Services	\$7,455.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
104922	09/26/2025			HOSE SHOP		\$552.45
	Invoice	Date	Description		Amount	700=:::
	468751	09/16/2025		alant, clamp, ball valves, misc supp	\$552.45	
104923	09/26/2025			INTERSTATE BATTERY SYSTEM O	F SAN JOSE INC	\$1,025.01
	Invoice	Date	Description		Amount	
	110008135	09/16/2025	Batteries (6)		\$1,025.01	
104924	09/26/2025			J.J. KELLER & ASSOCIATES, INC.		\$1,795.50
	Invoice	Date	Description		Amount	
	9110527530	09/18/2025	Safety manag	ement software renewal	\$1,795.50	
		2211 - ISF - In	formation Techr	nology		
104925	09/26/2025		09/30/2025	JAIME PONCIANO		\$67.81
	Invoice	Date	Description		Amount	
	JP090825	09/08/2025	SB29 Mental I	Health Awareness Travel Reimburse	\$67.81	
104926	09/26/2025			JEANI MITCHELL		\$263.25
	Invoice	Date	Description		Amount	
	JM092225	09/22/2025	Instructor payı	ment	\$263.25	
104927	09/26/2025			JOHNSON ROBERTS & ASSOCIATI	ES INC.	\$78.00
	Invoice	Date	Description		Amount	
	156699	08/06/2025	Parking Enforce	cement Officer Candidate PHQ Rep	\$78.00	
104928	09/26/2025		09/30/2025	KBA Document Solutions LLC		\$160.22
	Invoice	Date	Description		Amount	
	55Y1557659	09/19/2025	•	er usage charges	\$7.12	
	55Y1558702	09/23/2025 2211 - ISF - In	City Hall copie formation Techr	er usage charges nology	\$153.10	
				3,		
104929	09/26/2025			KIMLEY HORN AND ASSOCIATES I	NC	\$12,535.00
	Invoice	Date	Description		Amount	
	33270424	08/31/2025 1200 - Capital	41st Avenue N Improvement Fu	Multimodal Corridor Improvements und	\$12,535.00	
104020	00/26/2025			KDAIC EVANS		\$680.01
104930	09/26/2025	Date	Description	KRAIG EVANS	Amount	φοδυ.01
	Invoice KE081425	08/14/2025	Description Site Visit for P	olice Records Management System	\$244.29	
				olice Records Management System		
	KE082225	08/22/2025	Sherman Bloc	k Supervisory Leadership Travel Re	\$435.72	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
104931	09/26/2025			LABORMAX STAFFING		\$5,504.83
	Invoice	Date	Description		Amount	, ,
	26-465707	09/19/2025		easonal labor 9/8 - 9/12/25	\$2,718.43	
	26-466989	09/19/2025	Public works se	easonal labor 9/15 - 9/19/25	\$2,786.40	
104932	09/26/2025		09/30/2025	LANGUAGE LINE SERVICES INC		\$78.02
	Invoice	Date	Description		Amount	
	11699494	08/31/2025	Over-the-Phon	e Interpretation	\$78.02	
104933	09/26/2025		09/30/2025	LEO MORENO		\$143.41
	Invoice	Date	Description		Amount	
	LM090525	09/05/2025	Women Leade	rs in Law Enforcement Travel Reim	\$143.41	
104934	09/26/2025			LEWIS TREE SERVICE INC.		\$4,300.00
	Invoice	Date	Description		Amount	
	919968964	09/15/2025	120 Monterey	Ave tree pruning	\$4,300.00	
104935	09/26/2025			LINDE GAS & EQUIPMENT INC.		\$234.03
	Invoice	Date	Description		Amount	
	52188224	09/23/2025	Acetylene renta	al	\$234.03	
104936	09/26/2025		09/30/2025	MBS BUSINESS SYSTEMS		\$1,002.97
	Invoice	Date	Description		Amount	
	499434	09/18/2025	PD copier usaç	ge charges	\$1,002.97	
104937	09/26/2025			MID COUNTY AUTO SUPPLY		\$780.76
	Invoice	Date	Description		Amount	
	M-3111095	09/12/2025	UV Light		\$32.33	
	M-3116418	09/17/2025	Ignition coil		\$88.21	
	M-3117229	09/17/2025	Toggle saw		\$6.44	
	M-3121515	09/22/2025	Auto battery		\$158.44	
	M-3124408	09/24/2025	Drive belt, alter	rnator	\$495.34	
104938	09/26/2025			MISSION LINEN SUPPLY		\$395.12
	Invoice	Date	Description		Amount	
	524611962	09/17/2025	Fleet towels, u	niform cleaning	\$69.90	
	524611963	09/17/2025	Corp. Yard line	en service	\$100.88	
	524576637	09/15/2025	Community Ce	nter mop and mat service	\$77.98	
	524641413	09/24/2025	Corp. Yard line		\$94.31	
	524641412	09/24/2025	Fleet towels, u	niform cleaning	\$52.05	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount	
104939	09/26/2025		09/30/2025	NICHOLE BRYANT		\$227.68	
101000	Invoice	Date	Description	MONOLE BROWN	Amount	Ψ227.00	
	NB092425	09/24/2025		acks reimbursement	\$227.68		
104940	09/26/2025			NORA LEE MCKENNA		\$300.00	
	Invoice	Date	Description		Amount		
	001	09/21/2025	Dance Instructi	ion	\$300.00		
104941	09/26/2025			NORTH BAY FORD		\$90.45	
	Invoice	Date	Description		Amount		
	296802	09/15/2025	bracket, bolt he	ex head (4), screw (4)	\$90.45		
104942	09/26/2025			O'REILLY AUTO PARTS		\$221.93	
	Invoice	Date	Description		Amount		
	2763-148251	09/08/2025	Return COP co	oil, return spark plugs(8), purchase	(\$14.95)		
	2763-148442	09/09/2025	Air freshener, o	car fogger	\$23.47		
	2763-148897	09/11/2025	Fuel injection		\$213.41		
104943	09/26/2025			OUTDOOR SUPPLY HARDWA	RE	\$182.53	
	Invoice	Date	Description		Amount		
	664	09/18/2025	Scissors, tarp,	spring snap, ring screws	\$117.02		
	642	09/09/2025	Push broom		\$41.50		
	651	09/12/2025	White field strip	ping	\$24.01		
104944	09/26/2025		09/30/2025	PACIFIC GAS & ELECTRIC		\$19,938.11	
	Invoice	Date	Description		Amount		
	PGE091125-acct9	09/11/2025	September Mo	nthly utilities	\$16,904.68		
	PGE091125-acct5	09/11/2025	September Pag	cific Cove parking lot utilities	\$3,033.43		
		1000 - Genera	l Fund		\$10,644.05		
		1300 - SLESF	- Supl Law Enfc		\$98.94		
		1310 - Gas Ta	x		\$8,196.66		
		1311 - Wharf			\$998.46		
104945	09/26/2025			PALACE BUSINESS SOLUTION	NS	\$100.64	
	Invoice	Date	Description		Amount		
	2450612-0	09/03/2025	Printing Paper		\$100.64		
104946	09/26/2025			PHOENIX GROUP INFORMATI	ON SYSTEMS	\$3,712.00	
	Invoice	Date	Description		Amount		
	082025070	09/18/2025	August 2025 C	itation Processing	\$3,712.00		

action Amount	Trans	Payee Name	Description	Invoice Date	Invoice Number	Check Number
\$2,612.42		PITNEY BOWES			09/26/2025	104947
	Amount		Description	Date	Invoice	
	\$2,612.42	e machine refill	City Hall postag	09/19/2025	PB091925	
			ores Fund	2210 - ISF - St		
\$3,562.50		RSG, INC.			09/26/2025	104948
	Amount		Description	Date	Invoice	
	\$3,562.50	ion study	LAFCO annexa	08/31/2025	14030	
\$162.50		SANTA CRUZ AUTO PARTS INC.			09/26/2025	104949
	Amount		Description	Date	Invoice	
	\$162.50	uts, Pronto, valves, dome cap, cu		09/15/2025	528096	
\$26,258.00	PUBLIC WORKS	SANTA CRUZ COUNTY DEPT OF F			09/26/2025	104950
	Amount		Description	Date	Invoice	
	\$26,258.00	nold hazardous waste program co		09/15/2025	SCCO091525	
\$30.00		SANTA CRUZ LIVE SCAN INC.			09/26/2025	104951
	Amount		Description	Date	Invoice	
	\$30.00	ment Officer Candidate Live Scan	Parking Enforce	09/01/2025	32	
\$798.16	ES .	SANTA CRUZ MUNICIPAL UTILITIE			09/26/2025	104952
	Amount		Description	Date	Invoice	
	\$798.16	rvice for medians	August water se	09/08/2025	SCMU090825	
\$203,973.25		SANTA CRUZ REGIONAL 911			09/26/2025	104953
	Amount		Description	Date	Invoice	
	\$169,167.25	I Quarter Operating Contribution	FY25/26 Secon	09/15/2025	SCR091525	
	\$34,806.00	alf Capital/Debt Service	FY25/26 First H	09/15/2025	SCR091525-2	
\$2,275.38		SANTA CRUZ SIGNS	09/30/2025		09/26/2025	104954
	Amount		Description	Date	Invoice	
	\$386.56	aphics for vehicle PD 211	Replacement g	09/04/2025	303550	
	\$82.25	icle PD 231	Graphics for ve	09/04/2025	303548	
	\$592.66	for Vehicle Roofs	Number Decals	09/04/2025	303552	
	\$505.06	Vehicle Decals	Custom Printed	09/04/2025	303551	
	\$708.85	Vehicle Decals	Custom Printed	09/04/2025	303549	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
104955	09/26/2025			SECURE SOLUTIONS		\$1,968.00
	Invoice	Date	Description		Amount	
	001865	09/15/2025	Parking Enforce	ement Officer Candidate Backgrour	\$1,968.00	
104956	09/26/2025			SERVPRO OF PALO ALTO		\$1,247.45
	Invoice	Date	Description		Amount	
	5539	09/03/2025	Bio Remediatio	n for 181 on 8/30/2025	\$742.79	
	5562	09/15/2025	Bio Remediatio	n for 211 on 9/14/2025	\$504.66	
104957	09/26/2025			SHEILA BURT		\$91.00
	Invoice	Date	Description		Amount	
	SB092225	09/22/2025	Instructor paym	nent	\$91.00	
104958	09/26/2025			SRPSTC		\$117.00
	Invoice	Date	Description		Amount	
	26-171 ARC PSC	09/05/2025	510 FTO Admir	n Course	\$117.00	
104959	09/26/2025			STAPLES ADVANTAGE		\$607.52
	Invoice	Date	Description		Amount	
	6040910829	08/28/2025	Printing Paper		\$155.81	
	6042743512	09/18/2025	File Folders, Er	nvelopes, Paper Clips, Markers and	\$372.55	
	6042399787	09/13/2025	Copier paper. b	patteries	\$79.16	
		1000 - Genera	l Fund	\$528	.36	
		2210 - ISF - St	ores Fund	\$79.	16	
104960	09/26/2025			STATE STEEL COMPANY		\$474.10
	Invoice	Date	Description		Amount	
	129180	09/18/2025	Angle cut steel		\$474.10	
104961	09/26/2025		09/30/2025	SUMMIT UNIFORMS		\$3,727.50
	Invoice	Date	Description		Amount	
	30268	07/30/2025	Ramirez Acade	my Uniforms	\$1,932.66	
	30266	07/30/2025	Wilson Academ	ny Uniforms	\$1,637.34	
	31675	09/03/2025	Baton and Bato	on Holder	\$78.75	
	31674	09/03/2025	Baton and Bato	on Holder	\$78.75	
104962	09/26/2025			SWA GROUP INC		\$4,434.01
	Invoice	Date	Description		Amount	
	206195	09/16/2025	41st Avenue Co	orridor Study Services through 8.31	\$4,434.01	
		1313 - Genera	l Plan Update an	d Maint		

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
104963	09/26/2025			T MOBILE		\$464.72
	Invoice	Date	Description		Amount	
	TM092025	09/20/2025	September cel	I phone usage - acct # 989440968	\$403.20	
	TM092125	09/21/2025	September cel	I phone usage - acct # 947590665	\$61.52	
104964	09/26/2025		09/30/2025	TRANSPORTATION ALLIANCE	BANK INC.	\$1,102.00
	Invoice	Date	Description		Amount	
	691338	09/11/2025	GB set (4)		\$1,102.00	
		1310 - Gas Ta	x			
104965	09/26/2025			TRUDIE RANSOM		\$750.00
	Invoice	Date	Description		Amount	
	297979531	07/17/2025	Intro to SUP Lo	essons for Camp Capitola	\$750.00	
104966	09/26/2025		09/30/2025	TYLER BUSINESS FORMS		\$171.91
	Invoice	Date	Description		Amount	
	105790	09/22/2025	W2 forms & er	nvelopes	\$171.91	
104967	09/26/2025			ULINE		\$142.06
	Invoice	Date	Description		Amount	
	197165406	08/26/2025	Inverted Marki	ng Paint	\$142.06	
104968	09/26/2025			US BANK EQUIPMENT FINANC	CE .	\$661.57
	Invoice	Date	Description		Amount	
	563731447	09/05/2025	PD copier leas	e	\$205.33	
	563853415	09/06/2025	City Hall copie	r lease	\$456.24	
		1000 - Genera	l Fund		\$205.33	
		2210 - ISF - S	tores Fund		\$456.24	
104969	09/26/2025		09/30/2025	VERDE DESIGN INC		\$2,774.93
	Invoice	Date	Description		Amount	
	3-2300302	09/19/2025	Jade St Park -	universally accessible playground c	\$2,774.93	
		1200 - Capital	Improvement Fu	ınd		
104970	09/26/2025			VERIZON WIRELESS		\$2,468.85
	Invoice	Date	Description		Amount	
	6123191736	09/10/2025	September tele	ephone charges	\$2,468.85	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	saction Amount
104971	09/26/2025			WATCHTOWER SOLUTIONS, INC.		\$2,888.00
	Invoice	Date	Description		Amount	
	CLG-01-25	09/20/2025	Watchtower Pla	atform License Subscription	\$2,888.00	
104972	09/26/2025			WE ALL RIDE SANTA CRUZ		\$213.90
	Invoice	Date	Description		Amount	
	4188638	09/10/2025	Battery		\$213.90	
104973	09/26/2025		09/30/2025	WESTERN EXTERMINATOR COMPA	ANY	\$98.11
	Invoice	Date	Description		Amount	
	82676051	09/19/2025	City Hall roden	t control	\$98.11	
104974	09/26/2025			Bonilla, Jose		\$86.00
	Invoice	Date	Description		Amount	
	JB090525	09/05/2025	Citation # 5071	24041	\$86.00	
104975	09/26/2025			LIZ COLEMAN		\$406.00
	Invoice	Date	Description		Amount	
	LC091525	09/15/2025	Junior Guards	Refund	\$406.00	
104976	09/26/2025			Lynch, Laurie		\$50.00
	Invoice	Date	Description		Amount	
	LL082825	08/28/2025	Citation # 5071	24490	\$50.00	
104977	09/26/2025		09/30/2025	Raley, Deborah		\$50.00
	Invoice	Date	Description		Amount	
	DR090325	09/03/2025	Citation # 5061	24623	\$50.00	
Type Chec	ck Totals:					\$902,554.54
24	09/25/2025		09/30/2025	SANTA CRUZ COUNTY BANK		\$14,178.31
	Invoice	Date	Description		Amount	*,
	SCCB092525	09/25/2025	August Credit (Card Charges	\$14,178.31	
Type EFT	Totals:					\$14,178.31
	CCB Payroll					
Check	,					
7222	09/26/2025			AFLAC		\$1,549.88
	Invoice	Date	Description		Amount	
	416964	09/25/2025		oplemental insurance	\$1,549.88	
		1001 - Payroll				

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
7223	09/26/2025			BENEFIT COORDINATORS CORP.		\$6,052.40
	Invoice	Date	Description		Amount	
	B0K68M	09/01/2025		ital & vision insurance	\$6,052.40	
		1001 - Payroll				
7224	09/26/2025			CAPITOLA PEACE OFFICERS ASSO	CIATION	\$1,185.50
	Invoice	Date	Description		Amount	
	POA091925	09/19/2025	POA & gym du	es PPE 9/13/25	\$1,185.50	
		1001 - Payroll	Payables			
7225	09/26/2025			UNITED WAY OF SANTA CRUZ COU	NTY	\$20.00
	Invoice	Date	Description		Amount	
	UW093025	09/19/2025	September Uni	ted Way contributions	\$20.00	
		1001 - Payroll	Payables			
7226	09/26/2025			UPEC LIUNA LOCAL 792		\$978.50
	Invoice	Date	Description		Amount	
	8979	09/05/2025	UPEC dues Se	ptember	\$978.50	
		1001 - Payroll	Payables			
7227	09/26/2025			US BANK PARS Acct 6746022400		\$1,226.78
	Invoice	Date	Description		Amount	
	PARS091925	09/19/2025	PARS contribut	tions PPE 9/13/25	\$1,226.78	
		1001 - Payroll	Payables			
Type Che	ck Totals:					\$11,013.06
<u>EFT</u> 2039	09/25/2025		09/30/2025	WEX HEALTH INC.		\$135.00
	Invoice	Date	Description		Amount	
	0002217338-IN	08/31/2025	August COBRA	A and FSA admin.	\$135.00	
2040	09/16/2025		09/30/2025	INTERNAL REVENUE SERVICE		\$337.24
	Invoice	Date	Description		Amount	
	21258479	09/15/2025	Federal taxes 8	k Medicare employee Final Pays	\$337.24	
		1001 - Payroll	Payables			
2041	09/22/2025		09/30/2025	CalPERS Member Services Division		\$70,689.07
	Invoice	Date	Description		Amount	
	1003009372-5	09/19/2025	PERS contribut	tions PPE 9/13/25	\$70,689.07	
		1000 - Genera	l Fund	\$0.02		
		1001 - Payroll	Payables	\$70,68	89.05	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Tran	saction Amount
2042	09/22/2025		09/30/2025	EMPLOYMENT DEVELOPMENT DE	PARTMENT	\$10,365.11
	Invoice	Date	Description		Amount	, -,
	0-162-623-568	09/19/2025	State tax PPE	9/13/25	\$10,365.11	
		1001 - Payroll	Payables			
2043	09/22/2025		09/30/2025	INTERNAL REVENUE SERVICE		\$41,946.59
	Invoice	Date	Description		Amount	
	90433070	09/19/2025	Federal taxes 8	& Medicare PPE 9/13/25	\$41,946.59	
		1001 - Payroll	Payables			
2044	09/22/2025		09/30/2025	STATE DISBURSEMENT UNIT		\$1,197.67
	Invoice	Date	Description		Amount	
	53865293	09/19/2025	Employee garn	nishments PPE 9/13/25	\$1,197.67	
		1001 - Payroll	Payables			
2045	09/22/2025		09/30/2025	VOYA FINANCIAL		\$12,325.23
	Invoice	Date	Description		Amount	
	VOYA091925	09/19/2025	Employee 457	contributions PPE 9/19/25	\$12,325.23	
		1001 - Payroll	Payables			
Type EFT	Totals:					\$136,995.91
Checks			10	05		\$902,554.54
EFTs				1		\$14,178.31
All			10	06		\$916,732.85
Payroll To	otals					
Checks			•	10		\$13,002.42
EFTs			12	23		\$368,916.21
All			1:	33		\$381,918.63
Grand To	otals:					
Checks			1	15		\$915,556.96
EFTs			12	24		\$383,094.52
All			2:	39		\$1,298,651.48

Cash Position - City of Capitola October 10, 2025

City main account checks dated October 10, 2025, numbered 104978 to 105058 totaling \$551,913.97, 5 payroll checks totaling \$10,233.39, and 114 payroll EFTs totaling \$465,690.84 for a grand total of \$1,027,838.20, have been reviewed and authorized for distribution by the City Manager.

As of October 10, 2025, the unaudited cash balance is \$5,932,162.

Jamie Goldstein City Manager

Administrative Services Director

CASH	CASH BALANCE October 10, 2025							
	ription		ing Balance					
	ral Fund	\$	(7,298,276)					
	ll Payables		50,630					
Total Genera	I Funds	\$	(7,247,647)					
1010 Contin	ngency Reserve	\$	2,364,346					
	Contingency Fund		1,690,919					
1020 Emer	gency Reserve		1,631,506					
1025 Facilit	ties Reserve Fund		282,714					
Total Reserve	Funds	\$	5,969,484					
1200 Capita	al Improvement Fund	\$	(1,163,024)					
2210 ISF -	Stores Fund	\$	53,975					
2211 ISF -	Information Technology		561,717					
2212 ISF -	Equipment Replacement		248,985					
2213 ISF -	Self-Insurance Liability		(143,761)					
	Workers Compensation		119,499					
2216 ISF -	Compensated Absences		(137,240)					
Total Internal	Service Funds	\$	703,175					
TOTAL AVAIL	ABLE GENERAL FUNDS	\$	(1,738,011)					
	F - Supl Law Enfc	\$	79,497					
	icted TOT		71,083					
	Road Maint. & Rehab.		667,798					
	Streets		816,180					
1310 Gas 7			350,080					
1311 Whan			70,603					
	ral Plan Update and Maint		341,456					
	n Building Education c Art Fee Fund		276,149					
	ng Reserve Fund		135,200 737					
	nology Fee Fund		111,288					
	- Public Education and Govt		68,094					
	Capitola Village-Wharf BIA		40,555					
	Grants		627,102					
	Program Income		960					
	y Fund		17,105					
	E Reuse		1,107,193					
	ing Trust		351,734					
	anent Local Housing Allocation		467,433					
	Hsg Succ- Program Income		2,069,926					
	Revenue Funds	\$	7,670,173					
TOTAL CITY	CASH BALANCE	\$	5,932,162					

(1) October 10th balance does not include \$952,139 held in the OPEB Trust.

Item 8 B.

Check						
Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
104978	09/29/2025	_		GREENWOOD CHEVROLET		\$40,188.90
	Invoice	Date	Description		Amount	
	GC092925	09/29/2025	2026 Chevrole		\$40,188.90	
		2212 - ISF - Eq	juipment Replacei	ment		
104979	10/10/2025			ABACHERLI FENCE CO.		\$6,520.00
	Invoice	Date	Description		Amount	
	9853	08/27/2025	McGregor Fend	ce Work	\$6,520.00	
104980	10/10/2025			ABRAHAM CAMACHO		\$80.24
	Invoice	Date	Description		Amount	
	AC090825	09/08/2025	FTO CIT Trave	l Reimbursement (POST)	\$80.24	
104981	10/10/2025			ADAMS ASHBY GROUP INC.		\$4,917.50
	Invoice	Date	Description		Amount	
	7318	10/06/2025	General admin	of CDBG - Community Bridges	\$4,917.50	
		1350 - CDBG (Grants			
104982	10/10/2025			ADT SECURITY SERVICES INC.		\$289.94
	Invoice	Date	Description		Amount	
	ADT092925	09/29/2025	Corp. yard & m	useum ADT monitoring	\$289.94	
104983	10/10/2025			ALBERTO GONZALEZ		\$2,933.77
	Invoice	Date	Description		Amount	
	AG092625	09/26/2025	ICI Homicide S	chool Travel Reimbursement (POST)	\$2,333.23	
	AG082925	08/29/2025	FTO Update C	ourse Reimbursement (POST)	\$600.54	
104984	10/10/2025			ALEX FERBER		\$195.00
	Invoice	Date	Description		Amount	
	AF093025	09/30/2025	Instructor paym	nent	\$195.00	
104985	10/10/2025			ALPHA GRAPHICS		\$921.72
	Invoice	Date	Description		Amount	
	46285418	09/29/2025	•	ed Budget Reports	\$921.72	
104986	10/10/2025			AM CONSTRUCTION SUPPLY INC.		\$142.01
	Invoice	Date	Description		Amount	
	4492	08/20/2025		er cutting wheel	\$142.01	
			0	č	*	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	saction Amount
104987	10/10/2025		-	AMAZON CAPITAL SERVICES		\$3,160.73
	Invoice	Date	Description		Amount	
	1T1Q-97RW-1LW7	09/25/2025	Gloves, batterie	es	\$263.42	
	19PN-V4FM-R713	09/27/2025	Heavy duty tog	gle switch	\$20.75	
	1FPQ-6MG9-FCRF	09/25/2025	Phone case		\$28.39	
	1V44-7X4R-7PNJ	09/29/2025	Pens, dividers,	pencil sharpeners	\$112.96	
	1L46-47LD-FXMN	09/29/2025	High viz jackets	5	\$1,760.78	
	1DQ6-CDMQ-F37G	10/01/2025	Computer spea	kers	\$17.47	
	193N-TT7M-7HCK	09/24/2025	Cups		\$47.56	
	19N3-DG77-DFK3	10/01/2025	Afterschool sup	pplies	\$182.15	
	1LRD-1TKP-DJY6	10/08/2025	Hi-vis overalls,	dust collection hose	\$467.97	
	1VFR-J1WR-HVT1	10/08/2025	Replacement b	attery	\$259.28	
		1000 - General	Fund		\$3,001.91	
		2210 - ISF - Sto	ores Fund		\$112.96	
		2211 - ISF - Inf	ormation Technol	ogy	\$45.86	
104988	10/10/2025			ARTHUR S. DOVER MD		\$406.00
	Invoice	Date	Description		Amount	
	AD100225	10/02/2025	Annual flu shot	s	\$406.00	
104989	10/10/2025			AT&T		\$8.73
	Invoice	Date	Description		Amount	
	ATT100125	10/01/2025	October long di	istance charges	\$8.73	
		1000 - General	Fund		\$4.30	
		2211 - ISF - Inf	formation Technol	ogy	\$4.43	
104990	10/10/2025			B & B SMALL ENGINE REPAIR		\$1,056.12
	Invoice	Date	Description		Amount	
	73772	09/30/2025	Bar oil, ear pluç	gs, chain loop, pole pruner	\$1,056.12	
104991	10/10/2025			BAY PHOTO LAB		\$1,480.05
	Invoice	Date	Description		Amount	
	BP100625	10/06/2025	Photography pr	rints - Statement	\$1,480.05	
104992	10/10/2025			BELLOWS PLUMBING HEATIN	G & AIR	\$149.00
	Invoice	Date	Description		Amount	
	286872	08/15/2025	Plumbing servi	ce	\$149.00	
		1311 - Wharf				
104993	10/10/2025			BETZ WORKS INC		\$43,174.00
	Invoice	Date	Description		Amount	
	25198	10/09/2025	Park at Rispin I	Mansion Project Services	\$43,174.00	
		1200 - Capital I	Improvement Fund	d		

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
104994	10/10/2025		·	BMI	. runc	\$446.00
	Invoice	Date	Description		Amount	
	61280998	10/02/2025	Annual music li	censing	\$446.00	
104995	10/10/2025			BOONE LOW RATLIFF ARCHITECTS	INC	\$11,248.90
	Invoice	Date	Description		Amount	
	4344	09/24/2025	•	nter Patio Renovation: add'l construction	\$4,930.00	
	4340	09/24/2025	-	nter Patio Renovation: phase II	\$4,971.40	
	4343	09/24/2025	-	unity Center renovation design services	\$1,347.50	
		1200 - Capital	Improvement Fund			
104996	10/10/2025			BRINKS AWARDS & SIGNS		\$1,410.29
	Invoice	Date	Description		Amount	
	90465	06/27/2025	Plaques & Awa	rds	\$1,410.29	
104997	10/10/2025			COMMUNITY BRIDGES		\$42,769.69
	Invoice	Date	Description		Amount	
	CB093025	09/30/2025		20009 Meals on Wheels Jul-Sep	\$42,769.69	
		1350 - CDBG (·		
104998	10/10/2025			CRYSTAL SPRINGS WATER CO.		\$344.90
	Invoice	Date	Description		Amount	
	CSW093025	09/30/2025	September drir	king water	\$344.90	
104999	10/10/2025			D & G SANITATION		\$3,843.33
	Invoice	Date	Description		Amount	
	316124	09/30/2025	Skate park han	d wash station, portable toilets	\$504.93	
	316126	09/30/2025	Wharf portable	toilets	\$2,806.95	
	316125	09/30/2025	Lower parking	ot portable toilet rental	\$531.45	
		1000 - Genera	Fund	\$	1,036.38	
		1311 - Wharf		\$	2,806.95	
105000	10/10/2025			DAVID SCOTT COBABE		\$1,040.00
	Invoice	Date	Description		Amount	
	DC100725	10/07/2025	Instructor paym	nent	\$1,040.00	
105001	10/10/2025			DELL MARKETING LP		\$25,331.60
	Invoice	Date	Description		Amount	
	8907784	09/25/2025	Office 365 soft	vare licenses	\$25,331.60	
		2211 - ISF - Int	formation Technol	ogy		
105002	10/10/2025			DONALD W ALLEY		\$7,881.74
	Invoice	Date	Description		Amount	
	925-02	09/28/2025	Soquel Lagoon	Monitoring Scope and Budget FY2025-	\$7,881.74	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	- Trans	action Amount	
105003	10/10/2025			EAST BAY TIRE CO.		\$838.00	
	Invoice	Date	Description		Amount		
	2180858	09/29/2025	Tires		\$547.00		
	2181195	09/30/2025	Tires		\$291.00		
105004	10/10/2025			ENVIRONMENTAL INNOVATIO	NS INC.	\$1,320.00	
	Invoice	Date	Description		Amount		
	3258	10/02/2025	CalRecycle Se	ptember outreach	\$1,320.00		
105005	10/10/2025			EWING IRRIGATION		\$827.70	
	Invoice	Date	Description		Amount		
	27675422	09/18/2025	Bucket, pvc su	pplies, primers, cement	\$248.58		
	27625591	09/15/2025	Aero paint, ma	rker chalk	\$440.86		
	27580438	09/10/2025	Latching solen	oid	\$34.91		
	27576443	09/10/2025	Solenoid, splice		\$103.35		
105006	10/10/2025			EXCEEDIO		\$16,660.35	
	Invoice	Date	Description		Amount		
	17969	10/01/2025	October IT serv	vices	\$16,355.54		
	17906	10/01/2025	October Jade S	Street IT Services	\$304.81		
		2211 - ISF - Int	formation Technol	ogy			
105007	10/10/2025			EXECUTIVE FACILITIES SERVICES, INC.			
	Invoice	Date	Description		Amount		
	35395	09/30/2025	September Jar	nitorial Services	\$7,634.99		
		1000 - Genera	l Fund		\$6,245.27		
		1311 - Wharf			\$1,389.72		
105008	10/10/2025			FLOWLOVESYOU FOUNDATIO	N	\$1,000.00	
	Invoice	Date	Description		Amount		
	FF091725	09/17/2025	Flow Friday Fie	eld Trips	\$1,000.00		
105009	10/10/2025			FLYERS ENERGY LLC		\$4,205.38	
	Invoice	Date	Description		Amount		
	25-479145	09/26/2025	138 gallons die	esel	\$675.01		
	25-479146	09/26/2025	373 gallons ga	soline	\$1,589.27		
	CFS-4387789	09/30/2025	Card processing	g	\$51.13		
	25-486010	10/03/2025	445 gallons ga	soline	\$1,889.97		
105010	10/10/2025			FUSE ARCHITECTS, INC.		\$45,569.20	
	Invoice	Date	Description		Amount		
	24-504-003	05/12/2025	CWEP Final Co	onstruction Designs	\$45,569.20		
		1200 - Capital	Improvement Fun	d			

City of Capitola

City Checks Issued October 10, 2025

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105011	10/10/2025			GEORGE McMENAMIN		\$807.50
	Invoice	Date	Description		Amount	
	GM092825	09/28/2025	Riparian restor	ation services FY2025-2026	\$807.50	
105012	10/10/2025			GINA ENRIQUEZ		\$6,492.50
	Invoice	Date	Description		Amount	
	GE093025	09/30/2025	Instructor paym	nent	\$6,492.50	
105013	10/10/2025			GREEN HALO SYSTEMS INC		\$200.00
	Invoice	Date	Description		Amount	
	6016	10/01/2025	Waste Manage	ment Monthly Hosting	\$200.00	
		1314 - Green E	Building Education			
105014	10/10/2025			HD SUPPLY FORMERLY HOME DEF	POT PRO	\$4,059.59
	Invoice	Date	Description		Amount	
	894812387	09/23/2025	Cleaning suppl	ies	\$1,471.24	
	896240553	10/02/2025	Cleaning suppl	ies	\$2,507.04	
	896190014	10/01/2025	Cleaning suppl	ies	\$81.31	
105015	10/10/2025			HEIDI MICHELLE WOODMANSEE		\$702.00
	Invoice	Date	Description		Amount	
	HW093025	09/30/2025	Instructor paym	nent	\$702.00	
105016	10/10/2025			Hi-Line Inc.		\$304.23
	Invoice	Date	Description		Amount	
	3145461	09/24/2025	Cable ties, crim	nps, drills, retainers	\$304.23	
105017	10/10/2025			HINDERLITER DELLAMAS AND ASS	OCIATES	\$1,200.00
	Invoice	Date	Description		Amount	
	SIN054800	09/30/2025	District Sales ta	ax auditing services Q1 60113	\$600.00	
	SIN054824	09/30/2025	District Sales ta	ax auditing services Q1 60334	\$600.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105018	10/10/2025			HOME DEPOT CREDIT SERVICES		\$2,040.96
	Invoice	Date	Description		Amount	
	9621201	09/19/2025	Lumber		\$396.96	
	6631964	09/22/2025	paint, sand par	per	\$38.22	
	2523235	09/26/2025	Neon cord, bat	teries	\$27.81	
	3512146	09/25/2025	Batteries		\$43.52	
	2632354	09/26/2025	Staples		\$61.19	
	5511824	09/23/2025	Microfiber roll,	squeegee, safety glasses	\$106.07	
	8623598	09/30/2025	Utility blade, w	elded bedding fork, trash can	\$181.62	
	6014720	09/02/2025	Wiping rags, to	wel, paint thinner, paint can, saw blades	\$289.40	
	5622009	09/23/2025	Bucket, hooks,	scrub sponge, string light, scraper	\$264.19	
	7524003	10/01/2025	Organizer		\$32.83	
	5622026	09/23/2025	Dipped gloves,	color markers, rope	\$177.90	
	6344388	09/12/2025	09/19/2025 Lumber \$396.96 09/22/2025 paint, sand paper \$38.22 09/26/2025 Neon cord, batteries \$27.81 09/25/2025 Batteries \$43.52 09/26/2025 Staples \$61.19 09/23/2025 Microfiber roll, squeegee, safety glasses \$106.07 09/30/2025 Utility blade, welded bedding fork, trash can \$181.62 09/02/2025 Wiping rags, towel, paint thinner, paint can, saw blades \$289.40 09/23/2025 Bucket, hooks, scrub sponge, string light, scraper \$264.19 10/01/2025 Organizer \$32.83 09/23/2025 Dipped gloves, color markers, rope \$177.90 09/12/2025 Trash can \$421.25 1000 - General Fund \$1,751.56 1311 - Wharf \$289.40 INTERSTATE TRAFFIC CONTROL PRODUCTS Date Description Amount O9/26/2025 Signs JANET RUSSELL KELLER Date Description Amount KBA Document Solutions LLC Date Description Amount Amount			
		1000 - General	Fund	\$1,	751.56	
		1311 - Wharf		\$28	39.40	
105019	10/10/2025			INTERSTATE TRAFFIC CONTROL PRO	DDUCTS	\$2,775.63
	Invoice	Date	Description		Amount	
	272439	09/26/2025	Signs		\$2,775.63	
105020	10/10/2025			JANET RUSSELL KELLER		\$449.80
	Invoice	Date	Description		Amount	
	JRK093025	09/30/2025	Instructor payn	nent	\$449.80	
105021	10/10/2025			KBA Document Solutions LLC		\$10.94
	Invoice	Date	Description		Amount	
	55Y1561361	10/07/2025	City Hall copie	r usage charges	\$10.94	
		2211 - ISF - Inf	ormation Technol	ogy		
105022	10/10/2025			KIMLEY HORN AND ASSOCIATES INC		\$3,943.42
	Invoice	Date	Description		Amount	
	33325414	08/31/2025	Capitola Local	Roadway Safety Plan Services	\$3,943.42	
		1310 - Gas Tax	(

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105023	10/10/2025			LABORMAX STAFFING		\$5,232.99
100020	Invoice	Date	Description	E DOTAN A CONTINUE	Amount	ψ0,202.00
	26-468305	09/26/2025	•	easonal labor 9/22 - 9/26/25	\$2,446.59	
	26-469590	10/03/2025		easonal labor 9/29 - 10/3/25	\$2,786.40	
105024	10/10/2025			LAURA ALIOTO		\$892.50
	Invoice	Date	Description		Amount	
	LA093025	09/30/2025	Instructor paym	nent	\$892.50	
105025	10/10/2025			LEO MORENO		\$248.68
	Invoice	Date	Description		Amount	
	LM082125	08/21/2025	POST Manage	ment School Travel Reimbursement (PC	\$248.68	
105026	10/10/2025			LEWIS TREE SERVICE INC.		\$9,085.00
	Invoice	Date	Description		Amount	
	919849967	08/11/2025	Tree removal		\$7,150.00	
	919873176	08/18/2025	Tree removal		\$1,935.00	
105027	10/10/2025			McMASTER-CARR SUPPLY COMPANY		\$640.46
	Invoice	Date	Description		Amount	
	52785390	09/29/2025	Hydraulic hose	s	\$640.46	
105028	10/10/2025			MID COUNTY AUTO SUPPLY		\$392.36
	Invoice	Date	Description		Amount	
	M-3128487	09/27/2025	Starter		\$168.23	
	M-3130385	09/30/2025	Blended oil		\$83.54	
	M-3130443	09/30/2025	Blower motor		\$140.59	
105029	10/10/2025			MISSION LINEN SUPPLY		\$176.42
	Invoice	Date	Description		Amount	
	524477514C	09/03/2025	Invoice Credit -	Overpayment	(\$214.75)	
	524702847	10/01/2025	Corp. Yard line	n service	\$98.03	
	524702846	10/01/2025	Fleet towels, ur	niform cleaning	\$69.90	
	524675526	09/29/2025	Community Ce	nter mop and mat service	\$77.98	
	524730404	10/08/2025	Corp. Yard line	n service	\$93.21	
	524730403	10/08/2025	Fleet towels, ur	niform cleaning	\$52.05	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105030	10/10/2025			NORTH BAY FORD		\$210.44
	Invoice	Date	Description		Amount	
	296933	09/26/2025	Mirror assembl	у	\$101.63	
	296976	10/01/2025	Indicator asser	nbly	\$108.81	
105031	10/10/2025			O'REILLY AUTO PARTS		\$320.48
	Invoice	Date	Description		Amount	
	2763-151615	09/22/2025	Fog lamp		\$32.34	
	2763-151757	09/23/2025	O2 sensor refu	nd	(\$34.35)	
	2763-152349	09/26/2025	Micro-v belt, al	ternator	\$231.98	
	2763-153574	10/01/2025	Rod end, abso	rber	\$90.51	
105032	10/10/2025			OPPOSITE OF EAST		\$2,833.33
	Invoice	Date	Description		Amount	
	41215-000410	09/22/2025	BIA brand & log	go design, event & flyer package	\$2,833.33	
		1321 - BIA - Ca	apitola Village-Wh	arf BIA		
105033	10/10/2025			OUTDOOR SUPPLY HARDWARE		\$269.57
	Invoice	Date	Description		Amount	
	682	09/30/2025	Electrical tape,	cable tie	\$24.67	
	692	10/06/2025	Buckets, water	cans, garden tool set, gloves, sparkler s	\$140.60	
	684	10/01/2025	Rubber washe	r, putty, washers	\$15.92	
	674	09/24/2025	Recycled sciss	ors, snap link	\$88.38	
105034	10/10/2025			PK SAFETY SUPPLY		\$531.77
	Invoice	Date	Description		Amount	
	507435	09/23/2025	Safety vests, s	afety glasses	\$531.77	
105035	10/10/2025			PRINTING SYSTEMS INC		\$236.92
	Invoice	Date	Description		Amount	
	239149	09/30/2025	Business Licen	se Envelopes	\$236.92	

City of Capitola

City Checks Issued October 10, 2025

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
105036	10/10/2025			RACHEL GARCIA		\$229.74
	Invoice	Date	Description		Amount	
	RG090525	09/05/2025	Women Leader	rs in Law Enforcement Travel Reimburse	\$229.74	
		1300 - SLESF	- Supl Law Enfc			
105037	10/10/2025			RHYTHM ENGINEERING, LLC		\$6,000.00
	Invoice	Date	Description		Amount	
	Quote#019166	09/26/2025	Technical Supp	ort for Signal Timing, Operations, Trouk	\$6,000.00	
		1310 - Gas Tax	x			
105038	10/10/2025			ROYAL WHOLESALE ELECTRIC		\$101.45
	Invoice	Date	Description		Amount	
	7719-1054653	10/02/2025	Lid marked elec	etric	\$101.45	
105039	10/10/2025			RRM DESIGN GROUP		\$2,517.00
	Invoice	Date	Description		Amount	
	1783-10-PP25-1	06/21/2025	#24-407 2178 4	11st Ave Design Review	\$2,517.00	
105040	10/10/2025			SAN LORENZO LUMBER		\$498.53
	Invoice	Date	Description		Amount	
	55-0989103	09/24/2025	Rustoleum		\$176.60	
	55-0989193	09/25/2025	Lumber		\$212.13	
	55-0990177	09/30/2025	Lumber		\$34.10	
	55-0991223	10/06/2025	Screws, market	rs	\$47.06	
	55-0991499	10/07/2025	Lumber		\$28.64	
		1000 - General	l Fund	\$	469.89	
		1311 - Wharf		\$	28.64	
105041	10/10/2025			SANTA CRUZ AUTO CARE DETAIL		\$420.00
	Invoice	Date	Description		Amount	
	7051-49	10/03/2025	Auto detail		\$420.00	

City of Capitola

City Checks Issued October 10, 2025

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105042	10/10/2025			SANTA CRUZ AUTO PARTS INC.		\$11.35
	Invoice	Date	Description		Amount	
	528692	09/23/2025	Gear oil		\$11.35	
105043	10/10/2025			SANTA CRUZ BACKFLOW TESTING	& REPAIR	\$1,699.10
	Invoice	Date	Description		Amount	
	92625C	09/26/2025	Annual backflo	w test	\$1,699.10	
105044	10/10/2025			SANTA CRUZ SENTINEL		\$1,390.05
	Invoice	Date	Description		Amount	
	0001454727	09/30/2025	September Leg	gal Notices	\$1,390.05	
105045	10/10/2025			SANTA CRUZ SIGNS		\$14,508.83
	Invoice	Date	Description		Amount	
	303568	09/22/2025	Capitola Wharf	Interpretive Signage Installation	\$14,508.83	
		1200 - Capital I	mprovement Fun	d		
105046	10/10/2025			SAVE OUR SHORES		\$1,498.00
	Invoice	Date	Description		Amount	
	2025-153	09/09/2025	Beach Cleanup	FY25/26	\$1,498.00	
105047	10/10/2025			SHANTA SHENOY		\$1,267.50
	Invoice	Date	Description		Amount	
	SS093025	09/30/2025	Instructor payn	nent	\$1,267.50	
105048	10/10/2025			SOQUEL CREEK WATER DISTRICT		\$5,401.30
	Invoice	Date	Description		Amount	
	06-14476-0091625	09/16/2025	06-14476-00 4	30 Kennedy Drive water service	\$195.77	
	08-15299-0091625	09/16/2025	08-15299-00 M	lonterey Ave. water	\$222.22	
	08-15562-0091625	09/16/2025	08-15562-00 C	liff and Fairview water service	\$90.10	
	09-15964-0091625	09/16/2025	09-15964-00 M	lonterey Ave. Esplanade water	\$3,968.30	
	13-10919-0091625	09/16/2025	13-10919-00 2	000 Wharf Road water service	\$98.54	
	10-16317-0091625	09/16/2025	10-16317-00 4	20 Capitola Ave. water	\$487.66	
	10-16315-0091625	09/16/2025	10-16315-00 5	04 Beulah Dr. water	\$128.65	
	10-16316-0091625	09/16/2025	10-16316-00 4	26 Capitola Ave. water	\$210.06	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	saction Amount
105049	10/10/2025			SPECTRUM BUSINESS		\$3,694.51
	Invoice	Date	Description		Amount	
	170005701092125	09/21/2025	October interne	et service	\$3,694.51	
		1000 - General	Fund		\$1,578.07	
		2211 - ISF - Inf	ormation Technolo	ogy	\$2,116.44	
105050	10/10/2025			SSB CONSTRUCTION		\$185,141.78
	Invoice	Date	Description		Amount	
	SSB#5	09/04/2025	Community Cer	nter Renovation Project thru 8.31.25	\$185,141.78	
		1200 - Capital I	mprovement Fund	d		
105051	10/10/2025			STATE STEEL COMPANY		\$117.99
	Invoice	Date	Description		Amount	
	129189	09/24/2025	Steel		\$117.99	
105052	10/10/2025			TELEVISION EQUIPMENT ASSO	CIATES INC	\$543.25
	Invoice	Date	Description		Amount	
	41148	06/18/2025	Radio adaptors	, radios	\$543.25	
105053	10/10/2025			TPX COMMUNICATIONS		\$1,947.99
	Invoice	Date	Description		Amount	
	187308530-0	09/23/2025	September pho	ne service	\$1,947.99	
		1000 - General	Fund		\$1,023.55	
		2211 - ISF - Inf	ormation Technolo	ogy	\$924.44	
105054	10/10/2025			TRANSPORTATION ALLIANCE BA	ANK INC.	\$2,197.26
	Invoice	Date	Description		Amount	
	691588	09/26/2025	Skate weldmen	t	\$2,197.26	
		1310 - Gas Tax	4			
105055	10/10/2025			US BANK EQUIPMENT FINANCE		\$174.80
	Invoice	Date	Description		Amount	
	565134111	09/24/2025	City Hall Copie	Lease	\$174.80	
		2210 - ISF - Sto	ores Fund			
105056	10/10/2025			WATSONVILLE BLUEPRINT		\$238.15
	Invoice	Date	Description		Amount	
	121769	09/04/2025	Blueprints		\$178.40	
	121964	09/19/2025	Blueprints		\$59.75	

City of Capitola

City Checks Issued October 10, 2025

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	saction Amount
105057	10/10/2025			WEST MARINE PRODUCTS		\$161.01
	Invoice	Date	Description		Amount	
	320	10/02/2025	Rope		\$161.01	
105058	10/10/2025			WESTERN EXTERMINATOR CO	MPANY	\$101.11
	Invoice	Date	Description		Amount	
	84047844	10/03/2025	Turnouts roden	t control	\$101.11	
Type Che	ck Totals:					\$551,913.97
SCCB - S	CCB Payroll					
<u>Check</u>						
7229	10/10/2025			CAPITOLA PEACE OFFICERS AS	SSOCIATION	\$1,168.00
	Invoice	Date	Description		Amount	
	POA100325	10/03/2025	POA & Gym Du	ues PPE 09/27/25	\$1,168.00	
		1001 - Payroll I	Payables			
7230	10/10/2025			EQUITABLE		\$3,323.13
	Invoice	Date	Description		Amount	
	1777497	09/11/2025	October supple	emental insurance	\$3,323.13	
		1000 - General	Fund		\$154.56	
		1001 - Payroll I	Payables		\$3,168.57	
7231	10/10/2025			LIUNA PENSION FUND		\$1,299.20
	Invoice	Date	Description		Amount	
	GB0579	09/19/2025	LIUNA pension	dues - September	\$1,299.20	
		1001 - Payroll I	Payables			
7232	10/10/2025			US BANK PARS Acct 674602240	0	\$1,047.41
	Invoice	Date	Description		Amount	
	PARS100325	10/03/2025	PARS contribut	tions 9/27/25	\$1,047.41	
		1001 - Payroll I	Payables			
Type Che	ck Totals:					\$6,837.74
2154	10/01/2025			CalPERS Health Insurance		\$90,750.91
	Invoice	Date	Description		Amount	,
	1003013735	09/15/2025	October health	insurance	\$90,750.91	
		1000 - General			\$4,037.27	
		1001 - Payroll I			\$86,713.64	

Item 8 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	_	
2155	10/06/2025	invoice Date	Description	CalPERS Member Services Division		\$70,743.87
2133	Invoice	Date	Description	Cair Livo Member Services Division	Amount	\$70,743.87
	1003020943-6	10/03/2025		tions PPE 09/27/25	\$70,743.87	
	1000020040 0	1000 - General		10/10 1 1 2 00/21/20	\$0.03	
		1001 - Payroll F			\$70,743.84	
2156	10/06/2025			EMPLOYMENT DEVELOPMENT	DEPARTMENT	\$11,300.68
2100	Invoice	Date	Description	EMI EOTMENT BEVELOT MENT	Amount	Ψ11,000.00
	1-290-557-520	10/03/2025	State Taxes PF	PE 09/27/25	\$11,300.68	
		1001 - Payroll F			, ,	
2157	10/06/2025			INTERNAL REVENUE SERVICE		\$44,361.63
	Invoice	Date	Description		Amount	, ,
	34630865	10/03/2025	•	& Medicare PPE 09/27/2025	\$44,361.63	
		1001 - Payroll F				
2158	10/06/2025			STATE DISBURSEMENT UNIT		\$1,197.67
	Invoice	Date	Description		Amount	
	54035855	10/03/2025	Employee garn	ishments PPE 09/27/25	\$1,197.67	
		1001 - Payroll I	Payables			
2159	10/06/2025			VOYA FINANCIAL		\$11,788.46
	Invoice	Date	Description		Amount	
	VOYA100325	10/03/2025	Employee 457	Contribution PPE 09/27/25	\$11,788.46	
		1001 - Payroll F	Payables			
Type EFT	Totals:					\$230,143.22
Checks			8	31		\$551,913.97
EFTs				0		\$0.00
All			8	31		\$551,913.97
Payroll T	otals					
Checks				5		\$10,233.39
EFTs			11	14		\$465,690.84
All			11	19		\$475,924.23
Grand To	otals:					
Checks			8	36		\$562,147.36
EFTs			1	14		\$465,690.84
All			20	00		\$1,027,838.20

Cash Position – City of Capitola October 24, 2025

City main account checks dated October 24, 2025, numbered 105059 to 105182 totaling \$888,404.81, 4 EFTs totaling \$641.55, 4 payroll checks totaling \$9,519.68, and 118 payroll EFTs totaling \$357,595.38 for a grand total of \$1,256,161.42, have been reviewed and authorized for distribution by the City Manager.

As of October 24, 2025, the unaudited cash balance is \$6,352,073.

	11/20/25
Jamie Goldstein	Date
City/Manager	

Date

Jim Malberg

Administrative Services Director

C	ASH BALANCE October	24,	2025
Fund	Description	Endi	ng Balance
1000	General Fund	\$	(6,512,829)
1001	Payroll Payables		89,786
Total C	General Funds	\$	(6,423,044)
1010	Contingency Reserve	\$	2,364,346
1015	PERS Contingency Fund		1,690,919
1020	Emergency Reserve		1,592,776
1025	Facilities Reserve Fund		282,714
Total F	Reserve Funds	\$	5,930,754
1200	Capital Improvement Fund	\$	(1,052,937)
2210	ISF - Stores Fund	\$	53,401
2211	ISF - Information Technology		559,640
2212	ISF - Equipment Replacement		255,985
2213	ISF - Self-Insurance Liability		(143,761)
2214	ISF - Workers Compensation		119,499
2216	ISF - Compensated Absences		(137,240)
Total I	nternal Service Funds	\$	707,524
TOTAL	AVAILABLE GENERAL FUNDS	\$	(837,703)
1300	SLESF - Supl Law Enfc	\$	74,640
1305	Restricted TOT		71,907
1308	SB1 Road Maint. & Rehab.		699,247
1309	RTC Streets		825, 188
1310	Gas Tax		344,921
1311	Wharf		71,727
1313	General Plan Update and Maint		354,311
1314	Green Building Education		279,494
1315	Public Art Fee Fund		135,200
1316	Parking Reserve Fund		737
1317	Technology Fee Fund		112,171
1320	PEG - Public Education and Govt		68,817
1321	BIA - Capitola Village-Wharf BIA		29,400
1350	CDBG Grants		86,995
1351	CDBG Program Income		970
1360	Library Fund		17,289
1370	HOME Reuse		1,116,482
1372	Housing Trust		364,458
1373	Permanent Local Housing Allocatic		467,433
5552	Cap Hsg Succ- Program Income		2,068,391
Total S	Special Revenue Funds	\$	7,189,776
TOTAL	CITY CASH BALANCE	\$	6,352,073

(1) October 24th balance does not include \$1,000,125 held in the OPEB Trust.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105059	10/23/2025			A TOOL SHED		\$525.30
	Invoice	Date	Description		Amount	
	1747399-5	07/05/2025	Towable LED li	ight tower rental	\$525.30	
105060	10/24/2025		10/31/2025	A TOOL SHED		\$252.52
	Invoice	Date	Description		Amount	
	1766613-5	10/16/2025	Electric scissor	lift rental	\$252.52	
105061	10/24/2025		10/31/2025	AA AUTO COLLISION CENTER		\$14,780.52
	Invoice	Date	Description		Amount	
	11871	10/16/2025	2016 Ford F25	0 Repair	\$14,780.52	
105062	10/24/2025		10/31/2025	ADAMS ASHBY GROUP INC.		\$11,000.00
	Invoice	Date	Description		Amount	
	7339	10/17/2025	General admin	of CDBG - Community Center	\$5,000.00	
	7340	10/17/2025	General admin	of CDBG - Jade Street Park	\$6,000.00	
		1350 - CDBG (Grants			
105063	10/24/2025			ADRIENNE HARRELL		\$477.75
	Invoice	Date	Description		Amount	
	AH101425	10/14/2025	Instructor paym	nent	\$477.75	
105064	10/24/2025			AJ'S FUEL MARKET OF CAPITOL	A INC	\$336.00
	Invoice	Date	Description		Amount	
	AJ093025	09/30/2025	Carwash Closii	ng Date 9/30/2025	\$336.00	
105065	10/24/2025		10/31/2025	AMAZON CAPITAL SERVICES		\$3,621.78
	Invoice	Date	Description		Amount	
	1T44-4MWC-CYWX	09/25/2025	Nylon Bags for	Pay Stations	\$42.75	
	16QR-HFVV-CRHW	09/25/2025	Spiral Steno Bo	ooks, Legal Pads and Memo Pads	\$92.44	
	1QWK-XLHC-1PYW	10/09/2025	Respirators, re	spirator masks	\$1,739.72	
	1LDD-36DQ-QXC9	10/10/2025	Test meter		\$95.10	
	1VNF-LTLD-TQMP	10/10/2025	Air freshener s	pray, paper plates	\$49.79	
	11JY-TPJ6-FYMY	10/07/2025	Dust mop credi	it return	(\$27.50)	
	19HH-WTQJ-N96D	10/08/2025	Afterschool sup	pplies	\$50.71	
	1K7D-WK3R-J73M	10/15/2025	Welding gun		\$209.48	
	1PYH-R4V1-9JR9	10/16/2025	Work boots		\$213.03	
	1FY1-3KJ4-Q46F	10/17/2025	Aluminum foil,	coffee, dividers, binders	\$78.52	
	1YCR-GLFG-WPX6	10/18/2025	Table cloths		\$240.33	
	1J47-TY4H-FJ4R	10/16/2025	Baskets		\$138.74	
	1JDG-LWN7-KJJQ	10/21/2025	Index cards		\$11.97	
	1QG7-RCTK-9W6X	10/16/2025	Li-Ion Batteries	•	\$473.67	
	1M9J-W9NK-MD7X	10/21/2025	Work boots		\$185.73	
	1GQH-4C4P-NLJR	10/21/2025	Adhesive magr	netic sign	\$27.30	
		1000 - Genera			\$3,503.99	
		2210 - ISF - St	ores Fund		\$117.79	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105066	10/24/2025		10/31/2025	AT&T/CALNET 3		\$1,756.50
	Invoice	Date	Description		Amount	¥ 1,1 2 2 1 2 2
	0024226437	10/13/2025	October T-1 ac	cess	\$1,756.50	
105067	10/24/2025		10/31/2025	AT&T/CALNET 3		\$284.65
	Invoice	Date	Description		Amount	
	0024225769	10/13/2025	October teleph	one service	\$284.65	
		1000 - Genera	l Fund	:	\$217.80	
		2211 - ISF - In	formation Techno	logy	\$66.85	
105068	10/24/2025		10/31/2025	AUTO CARE LIFESAVER TOWING		\$3,500.00
	Invoice	Date	Description		Amount	
	25-85974	08/07/2025	Tow for 25C-01	1013	\$3,500.00	
105069	10/24/2025		10/31/2025	BEAR ELECTRICAL SOLUTIONS, LLC	:	\$1.113.00
	Invoice	Date	Description	, , ,	Amount	, ,
	28102	09/30/2025	•	fic signal maintenance services - response	\$466.20	
	27961	09/30/2025	September traf	fic signal maintenance services - routine	\$646.80	
		1310 - Gas Ta	x			
105070	10/24/2025			BECKY ADAMS		\$274.95
	Invoice	Date	Description		Amount	
	BA102125	10/21/2025	Instructor paym	nent	\$274.95	
105071	10/24/2025		10/31/2025	BURKE WILLIAMS AND SORENSEN L	LP	\$45,691.14
	Invoice	Date	Description		Amount	
	350189	09/15/2025	August Labor a	and Employment Legal Services	\$2,632.50	
	350190	09/15/2025	August City Att	orney Services	\$13,157.00	
	350191	09/15/2025	August Capitol	a Mall Project Legal Services	\$2,932.50	
	350192	09/15/2025	August Litigation	on Legal Services	\$162.50	
	350193	09/15/2025	August Plannin	g Legal Services	\$10,059.50	
	350194	09/15/2025	August Police I	Legal Services	\$489.00	
	350195	09/15/2025	August Fee Iss	ues Legal Services	\$385.00	
	350196	09/15/2025	August PRA Re	equests Legal Services	\$12,200.64	
	350197	09/15/2025	August Rent Co	ontrol Ordinance Legal Services	\$1,787.50	
	350198	09/15/2025	_	g Rehabilitation Program	\$1,885.00	
		1000 - Genera			\$43,806.14	
		1372 - Housing	g Trust	•	\$1,885.00	
105072	10/24/2025		10/31/2025	CA DEPARTMENT OF CONSERVATION	N	\$1,100.30
	Invoice	Date	Description		Amount	
	CDC093025	09/30/2025	Jul - Sep stron	g motion & seismic hazard mapping fees	\$1,100.30	
105073	10/24/2025		10/31/2025	CALE AMERICA INC.		\$2,037.54
	Invoice	Date	Description		Amount	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
	187432	09/26/2025	September 202	25 Active Meters	\$2,037.54	
105074	10/24/2025		10/31/2025	CALIFORNIA BUILDING STANDARDS COMMI	SSION	\$288.00
	Invoice	Date	Description		Amount	
	CBSC093025	09/30/2025	Jul - Sep buildi	ng standards admin fee	\$288.00	
105075	10/24/2025		10/31/2025	CALIFORNIA COAST UNIFORM COMPANY		\$2,090.00
	Invoice	Date	Description		Amount	
	113949	10/14/2025	Shoulder Patch	nes	\$1,802.00	
	113948	10/14/2025	Anniversary Sh	noulder Patches	\$288.00	
105076	10/24/2025		10/31/2025	CALIFORNIA GREY BEARS INC.		\$5,737.00
	Invoice	Date	Description		Amount	
	GB093025	09/30/2025	24-CDBG-NH-	10001-A2	\$5,737.00	
		1350 - CDBG (Grants			
105077	10/24/2025		10/31/2025	CATTO'S GRAPHICS INC.		\$546.25
	Invoice	Date	Description		Amount	
	109053	10/15/2025	Aluminum sign	s	\$546.25	
105078	10/24/2025			CINTAS CORPORATION		\$395.39
	Invoice	Date	Description		Amount	
	5296750604	10/10/2025	Corp yard first	aid supplies	\$307.17	
	5296750603	10/10/2025	City Hall first ai	d supplies	\$88.22	
105079	10/24/2025		10/31/2025	COMMUNITY ACTION BOARD		\$6,785.36
	Invoice	Date	Description		Amount	
	CAB062025	10/03/2025	June Emergen	cy Housing Assistance	\$2,937.66	
	CAB082025	10/03/2025	August Emerge	ency Housing Assistance	\$806.60	
	CAB092025	10/11/2025	September Em	ergency Housing Assistance	\$3,041.10	
		5552 - Cap Hs	g Succ- Program	Income		
105080	10/24/2025			CONTRA COSTA COUNTY OFFICE OF THE S	HERIFF	\$50.00
	Invoice	Date	Description		Amount	
	25-27405	10/15/2025	EVOC Training	Cancellation Fee	\$50.00	
105081	10/24/2025			CORODATA RECORDS MANAGEMENT, INC.		\$172.04
	Invoice	Date	Description		Amount	
	RS3742260	09/30/2025	September Rec	cords Management	\$172.04	
105082	10/24/2025		10/31/2025	CORODATA SHREDDING INC.		\$63.56
	Invoice	Date	Description		Amount	
	DN1543542	09/30/2025	September Rec	cords Shredding	\$63.56	
105083	10/24/2025		10/31/2025	COTTON, SHIRES AND ASSOCIATES, INC.		\$2,500.00

Amount

Invoice

Date

Description

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
	825207	08/11/2025	#25-0231 4820	Opal Cliff Dr Project Services	\$2,500.00	
105084	10/24/2025			COUNTY OF SANTA CRUZ		\$2,330.26
	Invoice	Date	Description		Amount	
	SCC0070125	07/01/2025	Point to point V	/PN Service	\$2,330.26	
		2211 - ISF - Int	formation Techno	logy		
105085	10/24/2025		10/31/2025	CSW-STUBER-STROEH ENGINEERING (GROUP INC	\$41,465.20
	Invoice	Date	Description		Amount	
	2509159	09/30/2025	Cliff Drive Resi	liency Project Services thru 8.31.25	\$28,319.08	
	2509120	09/30/2025	Stockton Ave E	Bridge Debris Mitigation Services through	\$13,146.12	
		1200 - Capital	Improvement Fun	nd		
105086	10/24/2025			CUMMING MANAGEMENT GROUP, INC.		\$31,507.50
	Invoice	Date	Description		Amount	
	177198	09/30/2025	Community Ce	nter Construction Management Services	\$28,537.50	
	177199	09/30/2025	CDBG Funded	Construction Management Services	\$2,970.00	
		1200 - Capital	Improvement Fun	nd		
105087	10/24/2025		10/31/2025	CURTIS BLUE LINE		\$14,723.94
	Invoice	Date	Description		Amount	
	INV990404	09/18/2025	Gas Masks		\$738.98	
	INV990666	09/18/2025	Gas Masks		\$3,660.59	
	INV990852	09/19/2025	Gas Masks		\$10,324.37	
		1300 - SLESF	- Supl Law Enfc			
105088	10/24/2025			DEPARTMENT OF MOTOR VEHICLES		\$32.00
	Invoice	Date	Description		Amount	
	SE422074	10/15/2025	Registration for	r SE422074	\$32.00	
105089	10/24/2025			Division of the State Architect		\$36.40
	Invoice	Date	Description		Amount	
	DSA093025	09/30/2025	July - Septemb	er disability education & access fees	\$36.40	
105090	10/24/2025			DONALD W ALLEY		\$8,427.35
	Invoice	Date	Description		Amount	
	1025-02	10/21/2025	Soquel Lagoon	Monitoring Scope and Budget FY2025-2	\$8,427.35	
105091	10/24/2025		10/31/2025	EAST BAY TIRE CO.		\$846.00
	Invoice	Date	Description		Amount	
	2183690	10/08/2025	Tires		\$399.00	
	2185739	10/15/2025	Tires		\$339.00	
	2186647	10/17/2025	Disposal tire		\$108.00	
105092	10/24/2025		10/31/2025	EDIBLE MONTEREY BAY		\$1,495.00
	Invoice	Date	Description		Amount	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
	5424	10/20/2025	Advertisement	for BIA	\$1,495.00	
		1321 - BIA - Ca	apitola Village-Wh	narf BIA		
105093	10/24/2025		10/31/2025	ERIK ESTRADA		\$955.37
	Invoice	Date	Description		Amount	
	ES091725	09/17/2025	Use of Force T	raining Travel Reimbursement (POST)	\$48.87	
	ES100325	10/03/2025	Defensive Tact	tics Instructor School Travel Reimburseme	\$906.50	
105094	10/24/2025		10/31/2025	EWING IRRIGATION		\$322.99
	Invoice	Date	Description		Amount	
	27843895	10/02/2025	Spears, bucket	ts, pvc couplings, primer	\$260.62	
	27342446	08/20/2025	Valve, hose, ke	е у	\$62.37	
		1311 - Wharf				
105095	10/24/2025		10/31/2025	FLYERS ENERGY LLC		\$3,869.50
	Invoice	Date	Description		Amount	
	25-495210	10/16/2025	124 gallons die	esel	\$611.26	
	25-495211	10/16/2025	765 gallons ga	soline	\$3,258.24	
105096	10/24/2025			FRESNO CITY COLLEGE		\$19.60
	Invoice	Date	Description		Amount	
	19508256	09/29/2025	527 Mental He	alth Awareness Course	\$19.60	
105097	10/24/2025		10/31/2025	GALLS LLC		\$211.99
	Invoice	Date	Description		Amount	
	032662660	09/26/2025	Nike Duty Boot	ts	\$180.00	
	032662660-1	09/26/2025	Shipping and T	ax for Invoice 032662660	\$31.99	
105098	10/24/2025		10/31/2025	GRAINGER		\$25.92
	Invoice	Date	Description		Amount	
	9674503777	10/14/2025	Floor cleaner		\$25.92	
105099	10/24/2025		10/31/2025	HANYA FOJACO		\$1,170.00
	Invoice	Date	Description		Amount	
	HF101425	10/14/2025	Instructor payn	nent	\$1,170.00	
105100	10/24/2025		10/31/2025	HASCO STATIONS, LLC		\$17.00
	Invoice	Date	Description		Amount	
	HCL-041851-25	10/15/2025	Carwash Closi	ng Date 10/15/2025	\$17.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
105101	10/24/2025		10/31/2025	HD SUPPLY FORMERLY HOME DEPOT PF	30	\$2,759.41
	Invoice	Date	Description		Amount	
	898055595	10/14/2025	Wash dye		\$171.30	
	898105820	10/15/2025	Cleaning suppl	ies	\$2,588.11	
105102	10/24/2025			HEALTH EDUCATION SERVICES		\$404.45
	Invoice	Date	Description		Amount	
	31781	10/09/2025	Smart Pads Ca	artridge	\$404.45	
105103	10/24/2025		10/31/2025	Hi-Line Inc.		\$287.00
	Invoice	Date	Description		Amount	
	3152646	10/03/2025	Hex drills		\$25.07	
	3128758	08/27/2025	Hex heads, shi	eld retainers	\$12.80	
	3116000	08/07/2025	Cable ties, hex	nuts, lock nuts, ring crimps	\$249.13	
105104	10/24/2025			HO KUK MU SUL CORPORATION		\$169.00
	Invoice	Date	Description		Amount	
	HKMSC101425	10/14/2025	Instructor payn	nent	\$169.00	
105105	10/24/2025			HOME DEPOT CREDIT SERVICES		\$1,056.81
	Invoice	Date	Description		Amount	
	1525138	10/07/2025	Blue tarp, batte	ery	\$198.64	
	8610232	09/30/2025	Gloves, hitch p	ins, port cables	\$143.76	
	1611449	10/07/2025	Gloves, sakrete	e sand, plugs, coups	\$99.09	
	6624117	10/02/2025	Cloths, flap dis	cs, propane, map pro	\$148.79	
	8612034	10/10/2025	Stencils		\$25.09	
	5632011	09/23/2025	Red paint, met	al roller tray, roller	\$173.50	
	2524950	10/06/2025	Silicone, lumbe	er	\$267.94	
105106	10/24/2025		10/31/2025	HOPE REHABILITATION SERVICES		\$4,970.00
	Invoice	Date	Description		Amount	
	S178946	09/30/2025	September Litt	er Abatement Services	\$4,970.00	
105107	10/24/2025			HOSE SHOP		\$2,516.47
	Invoice	Date	Description		Amount	
	468939	09/24/2025	Brass couplers	, wash hose	\$993.26	
	469068	09/30/2025	Hose assembly	y, clamps, couplers, fittings	\$1,523.21	
105108	10/24/2025		10/31/2025	HOUSING AUTHORITY OF SANTA CRUZ C	COUNTY	\$5,425.00
	Invoice	Date	Description		Amount	
	26-03CSD	10/10/2025	Security Depos	sit Assistance Program Administration	\$5,425.00	
		5552 - Cap Hs	g Succ- Program	Income		

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105109	10/24/2025		10/31/2025	INTERNATIONAL BRONZE PLAQUE CO	MPANY	\$210.00
	Invoice	Date	Description		Amount	
	80814	10/09/2025	Plaques		\$210.00	
105110	10/24/2025		10/31/2025	INTERSTATE TRAFFIC CONTROL PROD	DUCTS	\$1,777.34
	Invoice	Date	Description		Amount	
	272678	10/09/2025	Anchormates		\$1,777.34	
105111	10/24/2025		10/31/2025	JAIME PONCIANO		\$425.00
	Invoice	Date	Description		Amount	
	JP102225	10/22/2025	Motorcycle Saf	ety Training Education Reimbursement	\$425.00	
105112	10/24/2025		10/31/2025	JOHNSON ROBERTS & ASSOCIATES IN	IC.	\$97.50
	Invoice	Date	Description		Amount	
	157001	09/19/2025	September 202	25 Candidate PHQ Reports	\$97.50	
105113	10/24/2025		10/31/2025	KARIN ANDERSON		\$700.00
	Invoice	Date	Description		Amount	
	18	10/01/2025	BIA Ambassad	or	\$700.00	
		1321 - BIA - C	apitola Village-Wh	narf BIA		
105114	10/24/2025		10/31/2025	KBA Document Solutions LLC		\$19.15
	Invoice	Date	Description		Amount	
	55Y1563151	10/17/2025	City Hall copie	r usage charges	\$19.15	
		2211 - ISF - In	formation Techno	logy		
105115	10/24/2025		10/31/2025	KIMLEY HORN AND ASSOCIATES INC		\$45,893.20
	Invoice	Date	Description		Amount	
	33624111	09/30/2025	41st Avenue M	lultimodal Corridor Improvements thru 9.3	\$11,477.72	
	33081381	08/31/2025	Bay Ave Corrid	for Project Services thru 8.31.25	\$19,217.64	
	33523255	09/30/2025	Bay Ave Corrid	for Project Services thru 9.30.25	\$15,197.84	
		1200 - Capital	Improvement Fur	nd		
105116	10/24/2025		10/31/2025	LABORMAX STAFFING		\$2,786.40
	Invoice	Date	Description		Amount	
	26-470895	10/10/2025	Public works se	easonal labor 10/6 - 10/10/25	\$1,393.20	
	26-472175	10/17/2025	Public works se	easonal labor 10/13 - 10/17/25	\$1,393.20	
105117	10/24/2025		10/31/2025	LAURA ALIOTO		\$77.00
	Invoice	Date	Description		Amount	
	LA102125	10/21/2025	Instructor payn	nent	\$77.00	

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105118	10/24/2025		10/31/2025	LINDE GAS & EQUIPMENT INC.		\$227.73
	Invoice	Date	Description		Amount	
	52766635	10/22/2025	Acetylene rent	al	\$227.73	
105119	10/24/2025			MAR-KEN K-9 TRAINING CENTER		\$300.00
	Invoice	Date	Description		Amount	
	212-25	10/13/2025	October 2025	K-9 Maintenance Training	\$300.00	
105120	10/24/2025		10/31/2025	MARCO CERVANTES		\$250.00
	Invoice	Date	Description		Amount	
	PM-013	08/29/2025	ParkMobile Sig	gn Design	\$250.00	
105121	10/24/2025			MARTHA MACAMBRIDGE		\$1,015.00
	Invoice	Date	Description		Amount	
	2361	09/15/2025	Summer 2025	Newsletter \$	51,015.00	
105122	10/24/2025			MASTER CLEANERS		\$3,078.91
	Invoice	Date	Description		Amount	
	MC092025	09/20/2025	August 2025 U	Iniform Cleaning \$	1,348.66	
	MC100425	10/04/2025	September 202	25 Uniform Cleaning \$	1,730.25	
105123	10/24/2025		10/31/2025	McMASTER-CARR SUPPLY COMPANY		\$519.91
	Invoice	Date	Description		Amount	
	53856688	10/17/2025	Hydraulic hose	es	\$519.91	
105124	10/24/2025		10/31/2025	MID COUNTY AUTO SUPPLY		\$513.78
	Invoice	Date	Description		Amount	
	M-3142049	10/10/2025	Brake pads		\$186.25	
	M-3147103	10/15/2025	Duty brake witl	n hardware	\$71.91	
	M-3145543	10/14/2025	Brake rotor		\$255.62	
105125	10/24/2025		10/31/2025	MISSION LINEN SUPPLY		\$391.17
	Invoice	Date	Description		Amount	
	524755922	10/13/2025	Community Ce	enter mop and mat service	\$77.98	
	524773851	10/15/2025	Fleet towels, u	niform cleaning	\$69.90	
	524773852	10/15/2025	Corp. Yard line	en service	\$98.03	
	524830778	10/22/2025	Fleet towels, u	niform cleaning	\$52.05	
	524830779	10/22/2025	Corp. Yard line	en service	\$93.21	
105126	10/24/2025		10/31/2025	MONTEREY BAY ANALYTICAL SERVICES INC		\$508.00
	Invoice	Date	Description		Amount	
	250916-010	10/06/2025	Storm drain sa	mpling	\$508.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105127	10/24/2025		10/31/2025	NICHOLE BRYANT		\$520.77
	Invoice	Date	Description		Amount	
	NB100825	10/08/2025	Afterschool sna	acks reimbursement	\$380.94	
	NB101025	10/10/2025	CSLSA Meetin	g Travel Reimbursement	\$139.83	
105128	10/24/2025		10/31/2025	NORTH BAY FORD		\$269.22
	Invoice	Date	Description		Amount	
	297020	10/07/2025	TPMS Sensor		\$73.42	
	297033	10/08/2025	Door glass, ref	lector assembly	\$195.80	
105129	10/24/2025		10/31/2025	O'REILLY AUTO PARTS		\$62.63
	Invoice	Date	Description		Amount	
	2763-155055	10/07/2025	Capsule		\$55.71	
	2763-154974	10/07/2025	Mini bulb		\$6.92	
105130	10/24/2025		10/31/2025	OPPOSITE OF EAST		\$6,133.33
	Invoice	Date	Description		Amount	
	41215-000410-2	09/22/2025	BIA brand& log	go design, event & flyer package	\$2,833.33	
	000413-019	10/10/2025	BIA Communic	cations Manager Services	\$3,300.00	
		1321 - BIA - C	apitola Village-Wh	narf BIA		
105131	10/24/2025		10/31/2025	OUTDOOR SUPPLY HARDWARE		\$313.79
	Invoice	Date	Description		Amount	
	699	10/09/2025	Painters tape		\$8.73	
	687	10/02/2025	Marking spray,	concrete mason	\$44.95	
	703	10/10/2025	Spray paint, ce	ement, adapter	\$58.16	
	681	09/30/2025	Spray paint		\$8.73	
	710	10/14/2025	Utility knifes		\$53.46	
	660	09/17/2025	Spray paint		\$26.19	
	695	10/08/2025	Concrete patch	ner, promo pail, paint roller	\$31.64	
	713	10/14/2025	Blue tarp		\$81.93	
105132	10/24/2025		10/31/2025	PACIFIC GAS & ELECTRIC		\$16,156.80
	Invoice	Date	Description		Amount	
	PGE101225-acct9	10/12/2025	October Month	ly utilities	\$15,446.44	
	PGE101225-acct5	10/12/2025	October Pacific	c Cove parking lot utilities	\$710.36	
		1000 - Genera	l Fund		\$7,552.59	
		1300 - SLESF	- Supl Law Enfc		\$37.87	
		1310 - Gas Ta	x		\$7,713.69	
		1311 - Wharf			\$852.65	

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Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105133	10/24/2025			PRIME LANDSCAPE SERVICES INC		\$38,730.00
100100	Invoice	Date	Description	T MINE EANDOCALE CERVICES INC	Amount	ψ50,750.00
	PLS101425	10/14/2025		fall Replacement Pipe	\$38,730.00	
	1 20101120	1020 - Emerge		ian replacement ipe	ψοσ, 1 σσ.σσ	
105134	10/24/2025			R L HASTINGS AND ASSOCIATES LLC		\$3,200.00
	Invoice	Date	Description		Amount	
	101325-2	10/13/2025	2025 HOME Lo	ong-Term Monitoring	\$3,200.00	
		1370 - HOME I	Reuse			
105135	10/24/2025			RDO EQUIPMENT CO.		\$97.92
	Invoice	Date	Description		Amount	
	P0507539	10/17/2025	Mower blade		\$97.92	
105136	10/24/2025		10/31/2025	ROBERT M PATTERSON		\$150.00
	Invoice	Date	Description		Amount	
	RP093025	09/30/2025	Administrative	Reviews Billing Statement 9/30/2025	\$150.00	
105137	10/24/2025		10/31/2025	RSG, INC.		\$295.00
	Invoice	Date	Description		Amount	
	14293	09/30/2025	LAFCO annexa	ation study services	\$295.00	
105138	10/24/2025		10/31/2025	RYDIN DECAL		\$3,562.33
	Invoice	Date	Description		Amount	
	PS-INV134510	09/23/2025	2026 Parking F	Permits	\$3,562.33	
105139	10/24/2025		10/31/2025	SAN LORENZO LUMBER		\$166.25
	Invoice	Date	Description		Amount	
	55-0992871	10/14/2025	Tape measure,	, lumber	\$166.25	
105140	10/24/2025		10/31/2025	SANTA CLARA COUNTY OFFICE OF TH	HE SHERIFF	\$1,929.26
	Invoice	Date	Description		Amount	
	1800095226	09/26/2025	2025 COPLINE	Second Billing	\$1,929.26	
105141	10/24/2025			SANTA CRUZ AUTO CARE DETAIL		\$420.00
	Invoice	Date	Description		Amount	
	7051-48	10/14/2025	Auto detail		\$420.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105142	10/24/2025		10/31/2025	SANTA CRUZ AUTO PARTS INC.		\$885.15
	Invoice	Date	Description		Amount	
	529899	10/14/2025	Select clear		\$265.15	
	529676	10/10/2025	Reducer, mix		\$525.04	
	529200	10/02/2025	Brakclean, prin	ne guard	\$94.96	
105143	10/24/2025			SANTA CRUZ COUNTY ANIMAL SHELT	ER	\$44,135.10
	Invoice	Date	Description		Amount	
	25/26-2CA	10/13/2025	Quarterly anim	al services contribution	\$44,135.10	
105144	10/24/2025		10/31/2025	SANTA CRUZ COUNTY AUDITOR-CON	TROLLER	\$10,431.50
	Invoice	Date	Description		Amount	
	SCCO083125	08/31/2025	August citation	processing	\$10,431.50	
105145	10/24/2025		10/31/2025	SANTA CRUZ COUNTY AUDITOR-CON	TROLLER	\$8,214.50
	Invoice	Date	Description		Amount	
	SCCO093025	09/30/2025	September cita	tion processing	\$8,214.50	
105146	10/24/2025		10/31/2025	SANTA CRUZ COUNTY DEPT OF PUBL	IC WORKS	\$1,131.91
	Invoice	Date	Description		Amount	
	51104	09/30/2025	Landfill charges	s	\$74.04	
	ZONEV-20250513	10/22/2025	Zone V pass th	rough payment	\$1,057.87	
105147	10/24/2025		10/31/2025	SANTA CRUZ COUNTY INFORMATION	SERVICES	\$704.99
	Invoice	Date	Description		Amount	
	Radio Shop 9/25	10/02/2025	FY25/26 First 0	Quarter Radio Shop Charges	\$704.99	
105148	10/24/2025			SANTA CRUZ COUNTY TAX COLLECTO	OR	\$1,188.49
	Invoice	Date	Description		Amount	
	2436254	10/22/2025	City Hall sanita	tion district charges	\$1,188.49	
105149	10/24/2025			SANTA CRUZ COUNTY TAX COLLECTO	OR	\$10,461.25
	Invoice	Date	Description		Amount	
	2432064	10/22/2025	Esplanade san	itation district charges	\$10,461.25	
105150	10/24/2025			SANTA CRUZ COUNTY TAX COLLECTO	OR	\$2,769.79
	Invoice	Date	Description		Amount	
	2429302	10/22/2025	Library sanitation	on district charges	\$2,769.79	

City of Capitola

City Checks Issued October 24, 2025

Number	Invoice Number	Invoice Date	Description	Payee Name	Transac	ction Amount
105151	10/24/2025			SANTA CRUZ COUNTY TAX COLLECTOR		\$935.03
	Invoice	Date	Description		Amount	
	2431888	10/22/2025	Wharf sanitatio	n district charges	\$935.03	
		1311 - Wharf				
105152	10/24/2025			SANTA CRUZ COUNTY TAX COLLECTOR		\$667.95
	Invoice	Date	Description		Amount	
	2431753	10/22/2025	Corp yard sanit	tation district charges	\$667.95	
105153	10/24/2025			SANTA CRUZ MOSQUITO & VECTOR CONTR	ROL	\$126.39
	Invoice	Date	Description		Amount	
	03514135-25-26	10/15/2025	FY25/26 mosq	uito & disease control assessment	\$126.39	
105154	10/24/2025		10/31/2025	SANTA CRUZ MUNICIPAL UTILITIES		\$798.16
	Invoice	Date	Description		Amount	
	SCMU100825	10/08/2025	September wat	er service for medians	\$798.16	
105155	10/24/2025		10/31/2025	SANTA CRUZ ROLLER PALLADIUM		\$288.00
	Invoice	Date	Description		Amount	
	SCRP100825	10/08/2025	Private Skate fo	or Capitola Rec Afterschool Field Trip	\$288.00	
105156	10/24/2025		10/31/2025	SANTA CRUZ SANDBLASTING		\$800.00
	Invoice	Date	Description		Amount	
	1533	10/09/2025	Sandblast graff	îiti	\$800.00	
105157	10/24/2025		10/31/2025	SARAH RYAN		\$401.33
	Invoice	Date	Description		Amount	
	SR090525	09/05/2025	Women Leader	rs in Law Enforcement Travel Reimburser	\$401.33	
105158	10/24/2025		10/31/2025	SECURITY CRIME PREVENTION CORP		\$133.10
	Invoice	Date	Description		Amount	
	4188	09/30/2025	September 202	25 Prisoner Watch and Standby	\$133.10	
105159	10/24/2025		10/31/2025	SHEILA BURT		\$182.00
	Invoice	Date	Description		Amount	
	SB102125	10/21/2025	Instructor paym	nent	\$182.00	

saction Amoun	Trans	Payee Name	Description	Invoice Date	Invoice Number	Number
\$1,465.25		SOQUEL CREEK WATER DISTRICT	10/31/2025		10/24/2025	105160
	Amount		Description	Date	Invoice	
	\$584.59	z Park irrigation	42-14952 Corte	10/02/2025	42-14952-0100225	
	\$867.93	de Street park irrigation	42-11467-00 Ja	10/02/2025	42-1167-0100225	
	\$12.73	onterey Ave. Nobel Gulch Park irrigation	42-14404-00 M	10/02/2025	42-14404-0100225	
\$165.94		SOQUEL NURSERY GROWERS INC.	10/31/2025		10/24/2025	105161
	Amount		Description	Date	Invoice	
	\$165.94		Ferns	10/06/2025	400913	
\$425,441.46		SSB CONSTRUCTION			10/24/2025	105162
	Amount		Description	Date	Invoice	
	\$425,441.46	nter Renovation Project thru 9.30.25	Community Cer	09/30/2025	SSB#6	
		d	mprovement Fund	1200 - Capital		
\$200.2		STAPLES ADVANTAGE	10/31/2025		10/24/2025	105163
	Amount		Description	Date	Invoice	
	\$200.21	Scotch Tape and Cups	Copier Paper, S	10/15/2025	6045235293	
\$455.00		STOFER LABS			10/24/2025	105164
	Amount		Description	Date	Invoice	
	\$455.00		K9 Boarding	09/24/2025	SL092225	
\$1,757.00		SUESS INSURANCE AGENCY INC.	10/31/2025		10/24/2025	105165
	Amount		Description	Date	Invoice	
	\$1,757.00	lity	Insurance Liabil	10/20/2025	250234	
		arf BIA	apitola Village-Wh	1321 - BIA - Ca		
\$230.78		SUMMIT UNIFORMS	10/31/2025		10/24/2025	105166
	Amount		Description	Date	Invoice	
	\$230.78	es	Tailoring Charg	09/27/2025	32679	
\$800.00		SUN VARDY			10/24/2025	105167
	Amount		Description	Date	Invoice	
	\$400.00		DJ Services	09/07/2025	002	
	\$400.00		DJ Services	09/21/2025	003	

City of Capitola

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
105168	10/24/2025		10/31/2025	THE CHRISTMAS LIGHT PROS OF M	MONTEREY	\$2,400.00
	Invoice	Date	Description		Amount	
	4001	10/16/2025	Installation of li	ghts on Capitola Village	\$2,400.00	
		1321 - BIA - Ca	apitola Village-Wh	arf BIA		
105169	10/24/2025			US BANK EQUIPMENT FINANCE		\$841.47
	Invoice	Date	Description		Amount	
	565893542	10/04/2025	Recreation cop	ier lease	\$179.90	
	565893708	10/05/2025	PD copier lease	e	\$205.33	
	565893948	10/06/2025	City Hall Copie	r Lease	\$456.24	
		1000 - General	l Fund		\$385.23	
		2210 - ISF - St	ores Fund		\$456.24	
105170	10/24/2025		10/31/2025	VERDE DESIGN INC		\$604.77
	Invoice	Date	Description		Amount	
	4-2300302	10/08/2025	Jade St Park -	universally accessible playground design	\$604.77	
		1200 - Capital	Improvement Fun	d		
105171	10/24/2025		10/31/2025	VERIZON WIRELESS		\$2,194.43
	Invoice	Date	Description		Amount	
	6125676594	10/10/2025	October teleph	one charges	\$2,194.43	
105172	10/24/2025			VICTORIA M JOHNSON		\$308.10
	Invoice	Date	Description		Amount	
	VMMJ102125	10/21/2025	Instructor paym	nent	\$308.10	
105173	10/24/2025			WE ALL RIDE SANTA CRUZ		\$548.32
	Invoice	Date	Description		Amount	
	4188600	09/06/2025	Tactical Gloves	3	\$40.46	
	4188978	10/03/2025	2023 BMW Mo	torcycle maintenance	\$507.86	
105174	10/24/2025		10/31/2025	ZUMAR INDUSTRIES INC.		\$250.34
	Invoice	Date	Description		Amount	
	53320	07/31/2025	Special - Share	ed Sidewalk	\$250.34	
105175	10/24/2025		10/31/2025	ANDRZEJ & BARBARA BOSSACK		\$500.00
	Invoice	Date	Description		Amount	
	ABB102025	10/20/2025	#25 0468 Troo	Deposit Refund	\$500.00	

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Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105176	10/24/2025			DOUG & ANN MARIE CONRAD		\$1,500.00
	Invoice	Date	Description		Amount	
	DAMC101525	10/15/2025	Outdoor Dining	Deposit Release	\$1,500.00	
105177	10/24/2025			Franco, Daniela		\$96.00
	Invoice	Date	Description		Amount	
	DF093025	09/30/2025	Citation # 5071	24347	\$96.00	
105178	10/24/2025		10/31/2025	Ma, Frank		\$86.00
	Invoice	Date	Description		Amount	
	FM102125	10/21/2025	Citation # 5061	25155	\$86.00	
105179	10/24/2025			Rao, Alifiya		\$36.00
	Invoice	Date	Description		Amount	
	AR100225	10/02/2025	Citation # 5071	23905	\$36.00	
105180	10/24/2025			Reeves, Randahl		\$48.00
	Invoice	Date	Description		Amount	
	RR093025	09/30/2025	Citation # 5061	24056	\$48.00	
105181	10/24/2025		10/31/2025	TWIN LAKES CHURCH		\$1,500.00
	Invoice	Date	Description		Amount	
	TLC101525	10/15/2025	Bandstand Dep	posit Refund	\$1,500.00	
105182	10/24/2025			VICTORY OUTREACH SANTA CRUZ		\$1,500.00
	Invoice	Date	Description		Amount	
	VOSC101525	10/15/2025	Bandstand Dep	posit Refund	\$1,500.00	
Type Checl <u>EFT</u>	k Totals:					\$888,404.81
25	10/15/2025		10/31/2025	SUPERIOR PRESS		\$561.40
	Invoice	Date	Description		Amount	
	5044726	10/15/2025	Checks, depos	it slips	\$561.40	
26	10/22/2025		10/31/2025	CA DEPT OF TAX AND FEE ADMINISTRATION		\$33.00
	Invoice	Date	Description		Amount	
	0-052-524-917	09/30/2025	2025 Q3 Sales	Tax	\$33.00	

umber	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
27	10/20/2025		10/31/2025	UPS		\$18.83
	Invoice	Date	Description		Amount	7.5.55
	0000954791425	10/18/2025	Shipping Costs		\$18.83	
	0000001101120	10/10/2020	ompanig occio		Ψ10.00	
3	10/20/2025		10/31/2025	UPS		\$28.32
	Invoice	Date	Description		Amount	
	0000954791415	10/11/2025	Shipping Costs		\$28.32	
pe EFT T	otals:					\$641.55
CCB - SC	CB Payroll					
<u>neck</u>						
233	10/24/2025		10/31/2025	BENEFIT COORDINATORS CORP.		\$6,385.00
	Invoice	Date	Description		Amount	
	B0KHW1	10/01/2025	October dental	& vision insurance	\$6,385.00	
		1001 - Payroll Payables				
7234	10/24/2025			CAPITOLA PEACE OFFICERS ASSO	OCIATION	\$1,178.00
	Invoice	Date	Description		Amount	
	POA101725	10/17/2025		ies PPE 10/11/25	\$1,178.00	
		1001 - Payroll Payables				
235	10/24/2025			UPEC LIUNA LOCAL 792		\$824.00
	Invoice	Date	Description		Amount	
	9035	10/17/2025	UPEC dues Oc	tober	\$824.00	
			l - Payroll Payables			
236	10/24/2025		10/31/2025	US BANK PARS Acct 6746022400		\$1,132.68
	Invoice	Date	Description		Amount	
	PARS101725	10/17/2025	•	tions PPE 10/11/25	\$1,132.68	
		1001 - Payroll	Payables			
pe Check	∢Totals:					\$9,519.68
<u>=T</u>						
272	10/20/2025		10/31/2025	CalPERS Member Services Division		\$70,911.23
	Invoice	Date	Description		Amount	,.
	1003030649-52	10/17/2025	•	tions PPE 10/11/25	\$70,911.23	
		1000 - Genera				
			ayroll Payables			

Item 8 B.

City Checks Issued October 24, 2025

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Tran	saction Amount
2273	10/20/2025		10/31/2025	EMPLOYMENT DEVELOPMENT DEP	ARTMENT	\$9,457.42
	Invoice	Date	Description		Amount	70,1011
	1-798-923-344	10/17/2025	State Tax PPE	10/11/25	\$9,457.42	
		1001 - Payroll			**,	
2274	10/20/2025		10/31/2025	INTERNAL REVENUE SERVICE		\$40,272.22
	Invoice	Date	Description		Amount	
	54122511	10/17/2025	Federal taxes &	& Medicare PPE 10/11/25	\$40,272.22	
		1001 - Payroll	Payables			
2275	10/20/2025		10/31/2025	STATE DISBURSEMENT UNIT		\$1,197.67
	Invoice	Date	Description		Amount	
	54190572	10/17/2025	Employee Garı	nishments PPE 10/11/25	\$1,197.67	
		1001 - Payroll	Payables			
2276	10/20/2025		10/31/2025	VOYA FINANCIAL		\$11,501.96
	Invoice	Date	Description		Amount	
	VOYA101725	10/17/2025	Employee 457	Contributions PPE 10/11/25	\$11,501.96	
		1001 - Payroll	Payables			
2391	10/24/2025			WEX HEALTH INC.		\$135.00
	Invoice	Date	Description		Amount	
	0002234407-IN	09/30/2025	September CO	BRA and FSA admin.	\$135.00	
Type EFT	Totals:					\$133,475.50
Checks			12	24		\$888,404.81
EFTs				4		\$641.55
All			12	28		\$889,046.36
Payroll To	otals					
Checks				4		\$9,519.68
EFTs			11	18		\$357,595.38
All			1:	22		\$367,115.06
Grand Tot	als:					
Checks				28		\$897,924.49
EFTs				22		\$358,236.93
All			2	50		\$1,256,161.42

Ending Balance

(7,346,239)

Cash Position – City of Capitola November 14, 2025

Fund

1000

Description

General Fund

City main account checks dated November 14, 2025, numbered 105183 to 105284 totaling \$1,163,020.49, 1 EFTs totaling \$20,663.72, 13 payroll checks totaling \$15,632.33, and 224 payroll EFTs totaling \$702,504.30 for a grand total of \$1,901,820.84, have been reviewed and authorized for distribution by the City Manager.

As of November 14, 2025, the unaudited cash balance is \$4,996,538.

Jamie Goldstein Date
City Manager

Jim Malberg

Administrative Services Director

1001 Payroll Payables 187,695 **Total General Funds** (7,158,544)1010 Contingency Reserve \$ 2,364,346 1015 PERS Contingency Fund 1,690,919 1020 Emergency Reserve 1,592,776 1025 282,714 Facilities Reserve Fund Total Reserve Funds 5,930,754 1200 Capital Improvement Fund \$ (805, 101)2210 ISF - Stores Fund \$ 52.945 2211 ISF - Information Technology 556,641 2212 ISF - Equipment Replacement 249,807 2213 ISF - Self-Insurance Liability (159, 478)2214 ISF - Workers Compensation 119,499 2216 ISF - Compensated Absences (137, 240)**Total Internal Service Funds** \$ 682,174 TOTAL AVAILABLE GENERAL FUNDS \$ (1,350,717)1300 SLESF - Supl Law Enfc \$ 71,879 1305 Restricted TOT 71,907 1308 SB1 Road Maint. & Rehab. 576,596 1309 RTC Streets 702,536 1310 Gas Tax 363,878 1311 Wharf 72,604 1313 General Plan Update and Maint 360,141 1314 Green Building Education 282,046 1315 Public Art Fee Fund 135,200 1316 Parking Reserve Fund 737 1317 Technology Fee Fund 112,828 1320 PEG - Public Education and Govt 68.985 1321 BIA - Capitola Village-Wharf BIA 28,910 1350 **CDBG** Grants 86,995 1351 CDBG Program Income 970 1360 Library Fund 71,192 1370 HOME Reuse 1,116,482 1372 Housing Trust 366,318 1373 Permanent Local Housing Allocatic 467,433 5552 Cap Hsg Succ- Program Income 1,389,619 \$ 6,347,255 Total Special Revenue Funds

CASH BALANCE November 14, 2025

(1) November 14th balance does not include \$1,000,125 held in the OPEB Trust.

TOTAL CITY CASH BALANCE

4,996,538

Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105183	11/14/2025			AAA WORKSPACE		\$204.71
	Invoice	Date	Description		Amount	
	2460280-0	10/20/2025	Flash Drives		\$204.71	
105184	11/14/2025			AGILE OCCUPATIONAL MEDICINE	E, PC	\$845.00
	Invoice	Date	Description		Amount	
	EM056377	10/31/2025	New employee	testing & exams	\$845.00	
105185	11/14/2025			AJ'S FUEL MARKET OF CAPITOLA	INC	\$204.00
	Invoice	Date	Description		Amount	
	AJ103125	10/31/2025	Carwash Closin	ng Date 10/31/2025	\$204.00	
105186	11/14/2025			AMAZON CAPITAL SERVICES		\$1,931.86
	Invoice	Date	Description		Amount	
	16CR-LVYP-9YC7	10/30/2025	Snack bags, sp	parkling water	\$33.78	
	14MR-3XQ6-F6XQ	11/04/2025	Planner sticker	s, cell batteries, planner	\$92.66	
	1R3F-YXWT-P47M	10/27/2025	Binders, calend	dars	\$52.72	
	1HLQ-9JNJ-TXKL	10/24/2025	Dry erase mark	kers	\$24.01	
	1RJD-P1HY-WHPD	10/27/2025	Paper roll, pain	ters tape, plastic trays, rolling pin	\$262.15	
	1DF6-11FP-PNLJ	10/31/2025	Craft paint		\$17.45	
	1XLP-CVDY-9R7X	11/05/2025	Cutting disc, we	ork boots, epoxy	\$473.59	
	19PD-TRNJ-CHFH	11/05/2025	Work pants		\$106.30	
	1VPC-HHGF-Q6XR	10/31/2025	Office Signs an	d Wall File Organizer	\$85.57	
	14PL-RFCX-MKX6	10/31/2025	Scissors and B	atteries	\$36.88	
	1FY1-DKYJ-FFGJ	11/10/2025	Gel pens, plant	ners	\$32.08	
	1XHD-D36G-FDKQ	11/10/2025	Portable power	bank	\$64.88	
	1LWJ-4HQW-FYJR	11/10/2025	Work boots		\$293.62	
	1C6D-WP66-RDGT	11/07/2025	Plein Air suppli	es	\$83.35	
	1CY6-T4QV-QTXL	11/07/2025	Plein Air suppli	es	\$66.61	
	1YGC-V4CR-FMT6	11/06/2025	Afterschool sup	pplies	\$255.45	
	1HJY-TFMG-1LNF	11/12/2025	Plein Air suppli	es credit return	(\$22.71)	
	171L-QM1M-1QRH	11/12/2025	Plein Air suppli	es credit return	(\$45.87)	
	1T6P-HGNV-1KCY	11/12/2025	Plein Air suppli	es credit return	(\$14.19)	
	16N1-6XMG-6YGW	11/12/2025	Sparkling water	r, ground coffee	\$33.53	
		1000 - General	Fund	\$1	,754.40	
		2210 - ISF - Sto	ores Fund	\$1	77.46	
105187	11/14/2025			AMERICAN PUBLIC WORKS ASSO	CIATION	\$409.00
	Invoice	Date	Description		Amount	
	000898748	11/12/2025	APWA Member	rship	\$409.00	
105188	11/14/2025			APTOS LANDSCAPE SUPPLY INC.		\$164.12
	Invoice	Date	Description		Amount	
	668358	10/27/2025	Champagne fin	es dirt	\$164.12	
105189	11/14/2025			AUTO CARE LIFESAVER TOWING		\$15,815.00

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
	Invoice	Date	Description		Amount	
	20-19810	08/18/2025	Tow for 20C-00	0422	\$15,815.00	
105190	11/14/2025			B & B SMALL ENGINE REPAIR		\$456.77
	Invoice	Date	Description		Amount	
	75904	10/21/2025	AK 30S Battery	1	\$275.89	
	77838	11/07/2025	Screws, sleeve	, harness, visor kit	\$180.88	
105191	11/14/2025			BIOBAG AMERICAS INC.		\$2,523.68
	Invoice	Date	Description		Amount	
	INV514456	11/03/2025	Dog waste bag	s	\$2,523.68	
105192	11/14/2025			BRONZE WORKS, INC.		\$7,358.56
	Invoice	Date	Description		Amount	
	BW102725	10/27/2025	CWEP: Bronze	Marine Life Estimates	\$7,358.56	
		1200 - Capital	Improvement Fun	d		
105193	11/14/2025			BURKE WILLIAMS AND SORENSEN	LLP	\$39,247.33
	Invoice	Date	Description		Amount	
	352052	10/13/2025	September city	attorney services	\$18,609.00	
	352055	10/13/2025	September Put	olic Works Legal Services	\$2,640.00	
	352056	10/13/2025	September Put	olic Records Act Requests Legal Ser	\$13,705.89	
	352057	10/13/2025	September Rei	nt Control Ordinance Legal Services	\$2,672.44	
	352051	10/13/2025	September lab	or and employment legal services	\$1,620.00	
105194	11/14/2025			CALE AMERICA INC.		\$2,037.54
	Invoice	Date	Description		Amount	
	187832	10/29/2025	October 2025 A	Active Meters	\$2,037.54	
105195	11/14/2025			CALIFORNIA COAST UNIFORM COM	1PANY	\$810.90
	Invoice	Date	Description		Amount	
	113952	10/21/2025	Tailoring Charg	ges	\$102.00	
	113953	10/21/2025	Uniform Shirt a	nd Tailoring Charges	\$389.90	
	113951	10/21/2025	Tailoring Charg	ges	\$319.00	
105196	11/14/2025			CAPITOLA SELF STORAGE		\$10,440.00
	Invoice	Date	Description		Amount	
	CSS101925-2810	10/19/2025	Annual Museur	m storage rental unit 2810	\$6,708.00	
	CSS101925-2829	10/19/2025	Annual Museur	m storage rental unit 2829	\$3,732.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105197	11/14/2025			CATTO'S GRAPHICS INC.		\$913.33
	Invoice	Date	Description		Amount	
	74987	10/30/2025	PVC signs		\$402.04	
	109122	10/29/2025	Signs		\$109.25	
	109167	11/05/2025	Plein air pvc si	gns	\$402.04	
105198	11/14/2025			CHEVROLET OF WATSONVILLE		\$767.76
	Invoice	Date	Description		Amount	
	527559	11/05/2025	Pump kit & coo	plant for 2020 Tahoe VIN2698	\$220.83	
	527556	11/05/2025	Wiring harness	junction block for 2020 Tahoe VIN2	\$546.93	
105199	11/14/2025			CHLOE WOODMANSEE		\$357.41
	Invoice	Date	Description		Amount	
	CW103025	10/30/2025	Employee enga	agement - candy, prizes, supplies rei	\$183.21	
	CW102425	10/24/2025	MMANC Confe	erence Travel Reimbursement	\$174.20	
105200	11/14/2025			CINTAS CORPORATION		\$456.06
	Invoice	Date	Description		Amount	
	5296750602	10/10/2025	First Aid Reple	nishment	\$198.74	
	5301819102	11/07/2025	First Aid Reple	nishment	\$156.18	
	5301819103	11/07/2025	City Hall first a	id supplies	\$50.57	
	5301819105	11/07/2025	Corp yard first	aid supplies	\$50.57	
105201	11/14/2025			CLARK SERVICES		\$4,470.00
	Invoice	Date	Description		Amount	
	18871	10/23/2025	FY25/26 Villag	e Sidewalk Cleaning	\$4,470.00	
105202	11/14/2025			CLASSIFIED SOUND		\$350.00
	Invoice	Date	Description		Amount	
	251028A	11/01/2025	Sound enginee	ering services	\$350.00	
105203	11/14/2025			CODE PUBLISHING COMPANY		\$1,395.60
	Invoice	Date	Description		Amount	
	GCI0018601	10/31/2025	Municipal code	web update	\$205.60	
	GCI0018748	10/31/2025	Municipal code	e web update	\$1,190.00	
105204	11/14/2025			COMMUNITY PRINTERS		\$356.69
	Invoice	Date	Description		Amount	
	43765011	10/22/2025	Treasure Cove	Playground Banners	\$356.69	
105205	11/14/2025			COMMUNITY TELEVISION OF SANT	A CRUZ COUNT)	\$2,080.50
	Invoice	Date	Description		Amount	
	3659	10/27/2025	September Pla	nning Commision and City Council n	\$2,080.50	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
105206	11/14/2025			COMPLETE MAILING SERVICE INC.		\$410.00
	Invoice	Date	Description		Amount	
	9434	10/22/2025	Posters		\$135.00	
	9451	11/05/2025	Trading cards		\$275.00	
105207	11/14/2025			COUNTY OF SANTA CRUZ		\$1,043.74
	Invoice	Date	Description		Amount	
	SCCO072125	07/21/2025	Edible Food Se	ervice Contract Partnership	\$1,043.74	
105208	11/14/2025			COUNTY OF SANTA CRUZ MEDICRU	JZ PROGRAM	\$104.00
	Invoice	Date	Description		Amount	
	11916	10/20/2025	FY25/26 July -	September Blood Alcohol Lab Tests	\$104.00	
105209	11/14/2025			CRYSTAL SPRINGS WATER CO.		\$290.04
	Invoice	Date	Description		Amount	
	CSW103125	10/31/2025	October drinkin	g water	\$290.04	
105210	11/14/2025			CUMMING MANAGEMENT GROUP, I	NC.	\$32,190.00
	Invoice	Date	Description		Amount	
	179071	10/31/2025	Community Ce	nter Construction Management Serv	\$29,482.50	
1790	179073	10/31/2025	CDBG Funded	Construction Management Services	\$2,707.50	
		1200 - Capital	Improvement Fun	d		
105211	11/14/2025			EAST BAY TIRE CO.		\$2,274.25
	Invoice	Date	Description		Amount	
	2192585	11/07/2025	Tires		\$373.50	
	2192241	11/06/2025	Tires		\$164.25	
	2192251	11/06/2025	Tires		\$1,443.00	
	2192249	11/06/2025	Tires		\$293.50	
105212	11/14/2025			ENVIRONMENTAL INNOVATIONS IN	C.	\$1,540.00
	Invoice	Date	Description		Amount	
	3303	10/31/2025	CalRecycle Oc	tober outreach	\$1,540.00	
105213	11/14/2025			EXECUTIVE FACILITIES SERVICES,	INC.	\$7,694.79
	Invoice	Date	Description		Amount	
	35676	10/31/2025	October Janitor	rial Services	\$7,634.99	
	36015	10/31/2025	Temporary cus	todial coverage - Jade St	\$59.80	
		1000 - Genera	Fund	\$6,30	05.07	
		1311 - Wharf		\$1,36	89.72	
105214	11/14/2025			FERGUSON ENTERPRISES LLC #79	5	\$63.44
	Invoice	Date	Description		Amount	
	6311337	10/24/2025	Toilet seat		\$63.44	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105215	11/14/2025			FLYERS ENERGY LLC		\$5,442.74
	Invoice	Date	Description		Amount	
	25-506487	10/30/2025	887 gallons ga	soline	\$3,658.96	
	25-498162	10/22/2025	55 gallons mot	or oil	\$1,783.78	
105216	11/14/2025			GALLS LLC		\$147.21
	Invoice	Date	Description		Amount	
	032847961	10/15/2025	Duty Boots		\$147.21	
105217	11/14/2025			GEORGE McMENAMIN		\$953.75
	Invoice	Date	Description		Amount	
	GM103125	10/31/2025	Riparian restor	ation services FY2025-2026	\$953.75	
105218	11/14/2025			GIGGLES N WIGGLES		\$302.00
	Invoice	Date	Description		Amount	
	10495	10/10/2025	Field trip		\$302.00	
105219	11/14/2025			GINA ENRIQUEZ		\$7,287.00
	Invoice	Date	Description		Amount	
	GE111025	11/10/2025	Instructor payn	nent	\$7,287.00	
105220	11/14/2025			GRAHAM CONTRACTORS INC.		\$245,303.06
	Invoice	Date	Description		Amount	
	033412	09/30/2025	2025 Pavemer	nt Maintenance Project Services thro	\$62,771.25	
	033428	09/30/2025	2025 Pavemer	nt Maintenance Project Services thro	\$182,531.81	
		1308 - SB1 Ro	ad Maint. & Reha	b. \$12	2,651.55	
		1309 - RTC St	reets	\$12	2,651.51	
105221	11/14/2025			GRAINGER		\$294.67
	Invoice	Date	Description		Amount	
	9678087439	10/16/2025	Wheel kit		\$294.67	
105222	11/14/2025			GV LAND SURVEYING		\$6,800.00
	Invoice	Date	Description		Amount	
	674	10/20/2025 1200 - Capital	Community Ce Improvement Fun	nter Patio Construction Staking	\$6,800.00	
405000	44/44/0005					# 500.70
105223	11/14/2025	Data	Dogorintian	HARBOR FREIGHT	A no 0.1m²	\$526.76
	Invoice	Date	Description	roteb wroneb tools	Amount	
	56C57881	10/26/2025	Stub ilexnead i	ratch, wrench, tools	\$526.76	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105224	11/14/2025			HEIDI MICHELLE WOODMANSEE		\$936.00
	Invoice	Date	Description		Amount	
	HW110425	11/04/2025	Instructor paym	nent	\$936.00	
105225	11/14/2025			HERO INDUSTRIES		\$840.00
	Invoice	Date	Description		Amount	
	23030	09/30/2025	500 Challenge	Coins	\$840.00	
		1300 - SLESF	- Supl Law Enfc			
105226	11/14/2025			Hi-Line Inc.		\$953.25
	Invoice	Date	Description		Amount	
	3165854	10/24/2025	Flex cables, ca	ble ties	\$953.25	
105227	11/14/2025			HINDERLITER DELLAMAS AND ASSO	OCIATES	\$1,447.61
	Invoice	Date	Description		Amount	
	SIN055387	09/30/2025	September TO	T and STR admin fees	\$1,447.61	
105228	11/14/2025			HOME DEPOT CREDIT SERVICES		\$1,890.84
	Invoice	Date	Description		Amount	
	5634958	10/23/2025	Rodent spray,	duct tape, bait station	\$67.77	
	8510215	10/20/2025	Couplers, trash	bags, reflective strips, reflectors, hc	\$266.53	
	5628345	10/23/2025	Tray liners, pai	nt rollers, sakrete repair patch	\$58.89	
	2626942	10/16/2025	Test plug, adju	stable wrench set	\$40.16	
	4614340	10/24/2025	Tarp, bungee o	cords	\$22.17	
	8627708	10/20/2025	12 pc punch &	chisel set	\$47.05	
	5510584	10/23/2025	Steel stakes		\$23.08	
	4628574	10/24/2025	Tie down		\$21.88	
	0644253	10/28/2025	Rustoleum pair	nt (3)	\$218.88	
	1627229	10/17/2025	Baseball caps	(4), sponges, ant killer	\$170.10	
	8613759	10/20/2025	Rustoleum pair	nt (2)	\$145.91	
	0629313	10/28/2025	Extension cord	s (5), adapter cord, bucket	\$468.52	
	8520156	10/10/2025	Step stool, spo	nges, dish soap	\$44.00	
	3612886	10/15/2025	bucket, adhesiv	ve (12), caulk gun (2)	\$214.29	
	06522459	10/22/2025	Taper ruler		\$6.54	
	3620708	11/04/2025	Trailer safety c	hain, quick links, anchor shackle	\$75.07	
105229	11/14/2025			INTERSTATE BATTERY SYSTEM OF	SAN JOSE INC	\$964.24
	Invoice	Date	Description		Amount	
	110008878	11/04/2025	Auto battery		\$482.12	
	110088878	11/04/2025	Batteries (3)		\$482.12	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105230	11/14/2025			JANET RUSSELL KELLER		\$309.40
	Invoice	Date	Description		Amount	
	JRK110425	11/04/2025	Instructor payn	nent	\$309.40	
105231	11/14/2025			JEANI MITCHELL		\$526.50
	Invoice	Date	Description		Amount	
	JM110425	11/04/2025	Instructor payn	nent	\$526.50	
105232	11/14/2025			JOHNSON ROBERTS & ASSOCIA	TES INC.	\$97.50
	Invoice	Date	Description		Amount	
	157104	10/06/2025	Police Departm	nent Candidate PHQ Reports	\$97.50	
105233	11/14/2025			KARIN ANDERSON		\$700.00
	Invoice	Date	Description		Amount	
	19	11/01/2025	BIA Ambassad	lor	\$700.00	
		1321 - BIA - Ca	apitola Village-Wh	narf BIA		
105234	11/14/2025			KBA Document Solutions LLC		\$294.75
	Invoice	Date	Description		Amount	
	55Y1564616	10/23/2025	City Hall copie	r usage charges	\$294.75	
		2211 - ISF - In	formation Techno	logy		
105235	11/14/2025			LABORMAX STAFFING		\$4,179.60
	Invoice	Date	Description		Amount	
	26-474595	10/31/2025	Public works se	easonal labor 10/27 - 10/31/25	\$1,393.20	
	26-473410	10/24/2025	Public works se	easonal labor 10/20 - 10/24/25	\$1,393.20	
	26-475740	11/07/2025	Public works se	easonal labor 11/3 - 11/7/25	\$1,393.20	
105236	11/14/2025			LANGUAGE LINE SERVICES INC		\$43.24
	Invoice	Date	Description		Amount	
	11751655	10/31/2025	Over-the-Phon	e Interpretation	\$43.24	
105237	11/14/2025			LAURA ALIOTO		\$840.00
	Invoice	Date	Description		Amount	
	LA110425	11/04/2025	Instructor payn	nent	\$840.00	
105238	11/14/2025			MBASIA		\$4,238.50
	Invoice	Date	Description		Amount	
	MBASIA110325	11/03/2025 2213 - ISF - Se	Liability claim - elf-Insurance Liab	Deductible Recovery Invoice ility	\$4,238.50	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Trans	action Amount
105239	11/14/2025			MICHELE FAIA		\$806.00
	Invoice	Date	Description		Amount	
	MF102425	10/24/2025	Instructor paym	nent	\$806.00	
105240	11/14/2025			MID COUNTY AUTO SUPPLY		\$916.62
	Invoice	Date	Description		Amount	
	M-3167265	11/03/2025	Hose, containe	r, jug, penephite	\$128.91	
	M-3166472	11/03/2025	Brake pad, bral	ke rotor	\$505.32	
	M-3166266	11/03/2025	Credit return		(\$243.10)	
	M-3166248	11/03/2025	Auto batteries		\$243.10	
	M-3165871	11/01/2025	Brake pad		\$127.36	
	M-3155856	10/23/2025	Spark plugs, ai	r filter panel	\$234.37	
	M-3157262	10/24/2025	Spark plug cred	dit return	(\$207.84)	
	M-3169321	11/05/2025	Brakleen, winds	shield washer	\$84.50	
	M-3170047	11/05/2025	Headlight bulbs	3	\$37.98	
	M-3173682	11/10/2025	Fuel tank cap		\$6.02	
105241	11/14/2025			MISSION LINEN SUPPLY		\$586.95
	Invoice	Date	Description		Amount	
	524854894	10/29/2025	Corp. Yard line	n service	\$98.03	
	524854893	10/29/2025	Fleet towels, ur	niform cleaning	\$92.16	
	524854263	10/27/2025	Community Ce	nter mop and mat service	\$77.98	
	524899925	11/05/2025	Corp. Yard line	n service	\$93.21	
	524899924	11/05/2025	Fleet towels, ur	niform cleaning	\$58.48	
	524946994	11/12/2025	Corp. Yard line	n service	\$98.03	
	524946993	11/12/2025	Fleet towels, ur	niform cleaning	\$69.06	
105242	11/14/2025			MONTEREY BAY ANALYTICAL SER	VICES INC	\$141.00
	Invoice	Date	Description		Amount	
	251014_004	10/21/2025	Soquel Creek L	agoon Beach Water Sample Analys	\$42.00	
	251014_003	10/21/2025	Soquel Creek L	agoon Beach Water Sample Analys	\$42.00	
	251021_005	10/21/2025	Soquel Creek L	agoon Beach Water Sample Analys	\$57.00	
105243	11/14/2025			MP RAIL TRAIL ASSOCIATES, L.P.		\$678,872.00
	Invoice	Date	Description		Amount	
	MP090925	09/09/2025	City of Capitola	Predevelopment Loan - Draw Requ	\$678,872.00	
		5552 - Cap Hsզ	g Succ- Program l	Income		
105244	11/14/2025			NICHOLE BRYANT		\$819.69
	Invoice	Date	Description		Amount	
	NB102925	10/29/2025	Afterschool Sna	ack Food Reimbursement	\$223.17	
	NB102625	10/26/2025	USLA Meeting	Meals Travel Reimbursement	\$45.96	
	NB110525	11/05/2025	Afterschool sna	acks, Plein Air Artist Reception reimb	\$550.56	

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105245	11/14/2025			NORTH BAY FORD		\$3,672.31
	Invoice	Date	Description		Amount	
	297177	10/27/2025	Camshaft sens	or	\$132.53	
	297180	10/28/2025	Rear lamp asse	embly	\$378.66	
	297208	10/30/2025	Sensor cranksh	naft	\$23.18	
	297209	10/30/2025	Valve assembly	y	\$83.33	
	297146	10/23/2025	Knock sensor		\$69.69	
	297149	10/23/2025	Intake manifold	I gasket, wire assembly	\$87.56	
	392058	11/04/2025	Front suspensi	on work 2016 Explorer VIN6131	\$2,897.36	
105246	11/14/2025			NUZ Inc.		\$1,450.00
	Invoice	Date	Description		Amount	
	152077	08/21/2025	Open Studios F	Publication	\$1,450.00	
105247	11/14/2025				\$325.50	
	Invoice	Date	Description		Amount	
	2763-159751	10/27/2025	Connector		\$46.42	
	2763-158134	10/20/2025	Mech pump		\$37.55	
	2763-158355	10/21/2025	Oil filter, gaske	ts, spark plugs, water neck, motor oil	\$110.28	
	2763-162099	11/06/2025	Coil on plug, sp	oark plug, oil	\$131.25	
105248	11/14/2025			OPPOSITE OF EAST		\$3,300.00
	Invoice	Date	Description		Amount	
	000432-020	11/10/2025	BIA Communic	ations Manager Services	\$3,300.00	
		1321 - BIA - Ca	apitola Village-Wh			
105249	11/14/2025			OUTDOOR SUPPLY HARDWARE		\$423.26
	Invoice	Date	Description		Amount	
	718	10/16/2025	15lb exchange	with tank (2)	\$50.23	
	731	10/21/2025	Razor scraper,	painters tool	\$28.38	
	736	10/24/2025	Spray paint		\$8.73	
	737	10/24/2025	Ant killer, insec	ticide	\$22.37	
	711	10/14/2025	Eye screws, co	ountersink bit	\$27.28	
	636	09/04/2025	Paste flux, disp	osable cylinder	\$41.48	
	648	09/11/2025	P-trap, adapter	s, coupling, ABS cement, pliers (2)	\$101.20	
	743	10/30/2025	Glass, ant killer	r, assert	\$36.57	
	738	10/27/2025	Trigger nozzle,	garden hose, scabbard, shears	\$107.02	
105250	11/14/2025			PACIFIC CREST ENGINEERING INC.		\$2,850.00
	Invoice	Date	Description		Amount	
	15653	09/30/2025	Grand Ave foot	path geological assessment	\$2,850.00	
		1310 - Gas Tax	<			

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Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
105251	11/14/2025			PETERSON CATERPILLAR		\$95.28
	Invoice	Date	Description		Amount	
	PC080217891	10/22/2025	Yellow paint		\$95.28	
105252	11/14/2025			PHIL ALLEGRI ELECTRIC IN	C.	\$6,678.79
	Invoice	Date	Description		Amount	
	36610	10/28/2025	EV Charger Ins	stallation	\$6,178.53	
	36726	11/12/2025	City hall electri	cal work	\$500.26	
		1000 - General	l Fund		\$500.26	
		2212 - ISF - Ed	quipment Replace	ement	\$6,178.53	
105253	11/14/2025			RON WALTRIP		\$4,490.00
	Invoice	Date	Description		Amount	
	697050	10/20/2025	Apply industria	l enamel	\$680.00	
	697046	10/10/2025	Paint wood, wa	all, walk way	\$810.00	
	697045	10/12/2025	Pressure wash	and paint both sides of wall	\$3,000.00	
105254	11/14/2025			ROYAL WHOLESALE ELECT	RIC	\$93.96
	Invoice	Date	Description		Amount	
	7719-1055541	11/03/2025	Manual test the	ermo	\$93.96	
105255	11/14/2025			RSG, INC.		\$611.25
	Invoice	Date	Description		Amount	
	14433	10/31/2025	LAFCO annexa	ation study	\$611.25	
105256	11/14/2025			RYAN MICHAEL REYNOLDS		\$300.00
	Invoice	Date	Description		Amount	
	RR110925	11/09/2025	Plein Air Judgi	ng Services	\$300.00	
105257	11/14/2025			SAMANTHA MCNALLY		\$300.00
	Invoice	Date	Description		Amount	
	SM110925	11/09/2025	Plein Air Judgi	ng Services	\$300.00	
105258	11/14/2025			SAN LORENZO LUMBER		\$1,047.05
	Invoice	Date	Description		Amount	
	55-0996446	10/31/2025	Lumber, tie dov	wn	\$464.47	
	55-0994752	10/23/2025	Rustoleum		\$176.60	
	55-0997284	11/04/2025	Lumber		\$143.56	
	55-0992966	10/14/2025	Lumber		\$116.71	
	55-0997777	11/06/2025	Linch pins, lock	κ pin, hex nuts, washers	\$51.13	
	55-0997800	11/06/2025	Smooth spikes		\$94.58	
		1000 - General	Fund		\$952.47	
		1311 - Wharf			\$94.58	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105259	11/14/2025			SANTA CRUZ AUTO PARTS INC.		\$811.61
	Invoice	Date	Description		Amount	
	530936	10/30/2025	Epoxy, vinyl tap	oe, 6" grips	\$359.52	
	530433	10/22/2025	Fastdry		\$166.51	
	530275	10/20/2025	Spray gun lids	& liners, atomizing head, rust prep, ε	\$277.32	
	530277	10/20/2025	Bulk material		\$8.26	
105260	11/14/2025			SANTA CRUZ FIRE EQUIPMENT CO.		\$975.13
	Invoice	Date	Description		Amount	
	34740	11/04/2025	Annual mainter	nance	\$105.00	
	34741	11/04/2025	Annual mainter	nance	\$480.00	
	34744	11/04/2025	Fire Extinguish	er services	\$118.24	
	34743	11/04/2025	Fire Extinguish	er services	\$53.82	
	34742	11/04/2025	Fire Extinguish	er services	\$218.07	
105261	11/14/2025			SANTA CRUZ LIVE SCAN INC.		\$180.00
	Invoice	Date	Description		Amount	
	125	11/01/2025	Police Departm	ent Candidate Fingerprinting	\$180.00	
105262	11/14/2025			SAVE OUR SHORES		\$2,071.00
	Invoice	Date	Description		Amount	
	2025-157	10/30/2025	Beach Cleanup	FY25/26	\$1,498.00	
	2025-159	11/05/2025	Beach Cleanup	FY25/26	\$573.00	
105263	11/14/2025			SECURE SOLUTIONS		\$3,084.80
	Invoice	Date	Description		Amount	
	001951	10/31/2025	Parking Enforce	ement Officer Candidate Background	\$400.00	
	001963	10/31/2025	Police Records	Tech Candidate Background Invest	\$2,684.80	
105264	11/14/2025			SECURITY CRIME PREVENTION COR	₹P	\$4,409.40
	Invoice	Date	Description		Amount	
	4204	10/26/2025	October 2025 F	Prisoner Watch and Standby	\$2,809.40	
	4205	10/31/2025	10/2025 Esplar	nade, Jade Street Park & McGregor	\$1,600.00	
105265	11/14/2025			SERVPRO OF PALO ALTO		\$1,265.76
	Invoice	Date	Description		Amount	
	5582	09/25/2025	Bio Remediation	n for Drying Cabinet	\$654.23	
	5598	09/30/2025	Bio Remediation	n for Drying Cabinet	\$611.53	
105266	11/14/2025			SHANTA SHENOY		\$1,118.00
	Invoice	Date	Description		Amount	
	SS110425	11/04/2025	Instructor paym	nent	\$1,118.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amount
105267	11/14/2025			SHERYL KNIGHT		\$300.00
	Invoice	Date	Description		Amount	
	SK100925	10/09/2025	Plein Air Judgir	ng Services	\$300.00	
105268	11/14/2025			SOQUEL CREEK WATER DIS	TRICT	\$4,247.70
	Invoice	Date	Description		Amount	
	13-10919-0101625	10/16/2025	13-10919-00 2	000 Wharf Road water service	\$103.75	
	10-16315-0101625	10/16/2025	10-16315-00 5	04 Beulah Dr. water	\$123.02	
	10-16316-0101625	10/16/2025	10-16316-00 4	26 Capitola Ave. water	\$210.06	
	10-16317-0101625	10/16/2025	10-16317-00 4	20 Capitola Ave. water	\$531.28	
	09-15964-0101625	10/16/2025	09-15964-00 M	lonterey Ave. Esplanade water	\$2,794.16	
	08-15299-0101625	10/16/2025	08-15299-00 M	lonterey Ave. water	\$210.40	
	08-15562-0101625	10/16/2025	08-15562-00 C	liff and Fairview water service	\$90.10	
	06-14476-0101625	10/16/2025	06-14476-00 4	30 Kennedy Drive water service	\$184.93	
105269	11/14/2025			SPECTRUM BUSINESS		\$3,694.51
	Invoice	Date	Description		Amount	
	170005701102125	10/21/2025	November inte	rnet service	\$3,694.51	
		1000 - General	Fund		\$1,578.07	
		2211 - ISF - Inf	ormation Technol	logy	\$2,116.44	
105270	11/14/2025			SPORTS DESIGN, INC.		\$711.75
	Invoice	Date	Description		Amount	
	29111	10/29/2025	Jackets		\$711.75	
105271	11/14/2025			STAPLES ADVANTAGE		\$558.99
	Invoice	Date	Description		Amount	
	6046393805	10/24/2025	Envelopes		\$17.91	
	6045946608	10/24/2025	Copy paper, gr	een paper, blue paper, tape	\$85.49	
	6047502902	11/07/2025	Banker Boxes,	Utensils and Cups	\$455.59	
		1000 - General	Fund		\$455.59	
		2210 - ISF - St	ores Fund		\$103.40	
105272	11/14/2025			SUMMIT UNIFORMS		\$248.28
	Invoice	Date	Description		Amount	
	32844	10/02/2025	Uniform Shirt, I	Pants and Tailoring Charges	\$248.28	
105273	11/14/2025			T MOBILE		\$403.20
	Invoice	Date	Description		Amount	
	TM102025	10/20/2025	October cell ph	one usage - acct # 989440968	\$403.20	
105274	11/14/2025			TIMOTHY DANIEL BRADY		\$900.00
	Invoice	Date	Description		Amount	
	1510	11/12/2025	Plein Air perfor	mance	\$900.00	

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	ction Amoun
105275	11/14/2025			TPX COMMUNICATION	S	\$1,955.49
	Invoice	Date	Description		Amount	
	187738457-0	10/23/2025	October phone	service	\$1,955.49	
		1000 - General	Fund		\$1,028.46	
		2211 - ISF - Inf	ormation Techno	ogy	\$927.03	
105276	11/14/2025			US BANK EQUIPMENT	FINANCE	\$174.80
	Invoice	Date	Description		Amount	
	567347414	10/25/2025	City Hall copie	lease	\$174.80	
		2210 - ISF - Sto	ores Fund			
105277	11/14/2025			WATSONVILLE BLUEPI	RINT	\$84.13
	Invoice	Date	Description		Amount	
	122190	10/07/2025	Blueprints		\$84.13	
105278	11/14/2025			WE ALL RIDE SANTA C	RUZ	\$825.89
	Invoice	Date	Description		Amount	
	4189210	10/22/2025	Tires for 2019	BMW R1250RT	\$825.89	
105279	11/14/2025			WESTERN EXTERMINA	ATOR COMPANY	\$211.32
	Invoice	Date	Description		Amount	
	84047843	10/30/2025	City Hall roden	t control	\$101.11	
	85454054	11/01/2025	Turnouts roder	t control	\$110.21	
105280	11/14/2025			ZACHARY NATHAN BA	ILEY	\$800.00
	Invoice	Date	Description		Amount	
	ZB102825	10/28/2025	Plein Air Band	Performance	\$800.00	
105281	11/14/2025			Austin, Ava		\$86.00
	Invoice	Date	Description		Amount	
	AA110725	11/07/2025	Citation # 5061	24853	\$86.00	
105282	11/14/2025			CAFECTO LLC		\$713.37
	Invoice	Date	Description		Amount	
	2529	10/10/2025	Meal Deals for	Plein Air	\$713.37	
105283	11/14/2025			CARLOS CAMPOS JR.		\$500.00
	Invoice	Date	Description		Amount	
	1762317274047	11/05/2025	Event Photogra	aphy	\$500.00	
105284	11/14/2025			FACILITRON, INC.		\$385.00
	Invoice	Date	Description		Amount	
	FAC112225	11/22/2025	Plein Air event		\$385.00	

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Tran	saction Amount
Type Chec	ck Totals:					\$1,163,020.49
<u>EFT</u> 29	10/27/2025			SANTA CRUZ COUNTY BANK		\$20,663.72
29	Invoice	Date	Description	SANTA CROZ COUNTT BANK	Amount	Ψ20,003.72
	SCCB093025	09/30/2025		edit Card Charges	\$20,663.72	
	3CCB093025	1000 - General		dit Card Charges	\$20,003.72 \$18,743.32	
			Supl Law Enfc		\$1,920.40	
Type EFT	Totals:					\$20,663.72
SCCB - SC	CCB Payroll					
Check						
7246	11/14/2025			AFLAC		\$2,087.97
	Invoice	Date	Description		Amount	
	738945	10/25/2025	•	emental insurance	\$2,087.97	
		1001 - Payroll I			*-, ,	
7247	11/14/2025			LIUNA PENSION FUND		\$1,747.20
	Invoice	Date	Description		Amount	
	GB4282	10/31/2025	LIUNA pension	dues - October	\$1,747.20	
		1001 - Payroll F	Payables			
7248	11/14/2025			UNITED WAY OF SANTA CRU	Z COUNTY	\$30.00
	Invoice	Date	Description		Amount	
	UW103125	10/31/2025 1001 - Payroll F		l Way contributions	\$30.00	
7249	11/14/2025			US BANK PARS Acct 6746022	400	\$934.82
	Invoice	Date	Description		Amount	***************************************
	PARS103125	10/31/2025		tions PPE 10/25/25	\$934.82	
		1001 - Payroll F			ψουσ2	
Type Chec	ck Totals:					\$4,799.99
2383	11/03/2025			CalPERS Health Insurance		\$88,955.88
2000	Invoice	Date	Description	Can Erro Ficalar modianoc	Amount	ψου,σου.σο
	1003039476	10/14/2025	November hea	Ith incurance	\$88,955.88	
	1003039470	1000 - General		illi ilisulalice	\$4,352.36	
		1000 - General			\$84,603.52	
2384	10/28/2025			INTERNAL REVENUE SERVIC	CE CONTRACTOR	\$155.80
	Invoice	Date	Description		Amount	
	82720446	10/27/2025		& Medicare employee Final Pays	\$155.80	
		1001 - Payroll F		·		

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transa	action Amount
2385	11/03/2025			CalPERS Member Services Divi	sion	\$70,963.79
	Invoice	Date	Description		Amount	
	100303937-40	10/31/2025	PERS contribu	itions PPE 10/25/25	\$70,963.79	
		1000 - Genera	l Fund		\$0.04	
		1001 - Payroll	Payables		\$70,963.75	
2386	11/03/2025			EMPLOYMENT DEVELOPMEN	T DEPARTMENT	\$10,025.78
	Invoice	Date	Description		Amount	
	1-185-762-384	10/31/2025	State tax PPE	10/25/25	\$10,025.78	
		1001 - Payroll	Payables			
2387	11/03/2025			INTERNAL REVENUE SERVICE	≣	\$41,026.96
	Invoice	Date	Description		Amount	
	05966064	10/31/2025	Federal taxes	& Medicare PPE 10/25/25	\$41,026.96	
		1001 - Payroll	Payables			
2388	11/03/2025			STATE DISBURSEMENT UNIT		\$1,197.67
	Invoice	Date	Description		Amount	
	54345258	10/31/2025	Employee garr	nishments PPE 10/25/25	\$1,197.67	
		1001 - Payroll	Payables			
2389	11/03/2025			VOYA FINANCIAL		\$10,689.01
	Invoice	Date	Description		Amount	
	VOYA103125	10/31/2025	Employee 457	contributions PPE 10/25/25	\$10,689.01	
		1001 - Payroll	Payables			
2390	11/03/2025			EMPLOYMENT DEVELOPMEN	T DEPARTMENT	\$11,478.00
	Invoice	Date	Description		Amount	
	1-037-151-312	10/29/2025	Jul - Sep unem	nployment charges	\$11,478.00	
		2213 - ISF - Se	elf-Insurance Liab	ility		
2392	11/04/2025			EMPLOYMENT DEVELOPMEN	T DEPARTMENT	\$1,092.97
	Invoice	Date	Description		Amount	
	0-194-116-688	11/03/2025	State Taxes Er	mployee Final Pay	\$1,092.97	
		1001 - Payroll	Payables			

City of Capitola

City Checks Issued November 14, 2025

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Check	•			•		
Number	Invoice Number	Invoice Date	Description	Payee Name	Tran	saction Amount
2393	11/03/2025			INTERNAL REVENUE SERVICE		\$4,274.03
	Invoice	Date	Description		Amount	
	52800397	11/03/2025	Federal taxes &	& Medicare employee Final Pays	\$4,274.03	
		1001 - Payroll	Payables			
2394	11/04/2025			VOYA FINANCIAL		\$15,680.91
	Invoice	Date	Description		Amount	
	VOYA110325	11/03/2025	Employee 457	Contribution Final Pay	\$15,680.91	
		1001 - Payroll	Payables			
Type EFT	Totals:					\$255,540.80
Checks			10	02		\$1,163,020.49
EFTs				1		\$20,663.72
All			10	03		\$1,183,684.21
Payroll To	otals					
Checks			•	13		\$15,632.33
EFTs			22	24		\$702,504.30
All			23	37		\$718,136.63
Grand To	tals:					
Checks			1′	15		\$1,178,652.82
EFTs			22	25		\$723,168.02
All			34	40		\$1,901,820.84

ORDINANCE NO. 1072

AN ORDINANCE OF THE CITY OF CAPITOLA AMENDING CHAPTER 8.04 ("SOLID WASTE MANAGEMENT") OF THE CAPITOLA MUNICIPAL CODE TO ESTABLISH A RECOVERED ORGANIC WASTE PRODUCT PROCUREMENT POLICY

WHEREAS, State law, including Senate Bill 1383 (2016) and the implementing regulations in Title 14, California Code of Regulations (CCR), Division 7, Chapter 12, require each jurisdiction to procure a specified quantity of products made from recovered organic waste to reduce methane emissions and support markets for recycled-content materials;

WHEREAS, the City of Capitola (City) previously adopted Ordinance No. 1049 on December 9, 2021, to create its local Solid Waste and Edible Food Recovery Program and codify the same in Chapter 8.04 of the City's Municipal Code;

WHEREAS, the City adopted its Environmental Policy Statement and Procurement Guidelines on October 2, 2024;

WHEREAS, the City adopted its Recovered Organic Waste Product Procurement Policy on November 4, 2025; and

WHEREAS, the City seeks to revise Chapter 8.04 of the City's Municipal Code to continue complying with organic waste requirements and promote the use of recycled and recovered organic materials in City operations.

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

<u>Section 1.</u> The above-listed recitals are true and correct and incorporated herein by this reference.

<u>Section 2.</u> Section 8.04.140 (*Enforcement and Penalties*) of Chapter 8.04 of the Capitola Municipal Code is hereby repealed in its entirety.

<u>Section 3.</u> Section 8.04.010 of the Capitola Municipal Code is hereby amended to add a new subsection (DD) to read as follows:

DD. "Recovered Organic Waste Products" means products made from California landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).

<u>Section 4.</u> Chapter 8.04 of the Capitola Municipal Code is hereby amended to add Sections 8.04.140 and 8.04.150, to read as follows:

8.04.140 Recovered organic waste product procurement.

A. City departments and direct service providers to the city, as applicable, must comply with the City's Recovered Organic Waste Product Procurement policy adopted on November 4, 2025.

- 1. The city shall annually procure or utilize sufficient recovered organic waste products, such as compost, mulch, renewable gas, or electricity derived from biomass, to meet or exceed the procurement targets established by the State under SB 1383.
- 2. City departments and contractors are required to utilize compost and mulch produced from recovered organic waste in landscaping and construction projects whenever feasible, in accordance with local water-efficient landscaping standards.
- 3. The Public Works Department shall maintain records of all purchases and usage of compost, mulch, renewable gas, electricity, and recycled-content paper, including invoices and related documentation, to demonstrate compliance.

8.04.150 Enforcement and penalties.

- A. Any enforcement officer as defined in Section 4.02.021 shall have the duty and authority to enforce the provisions of this chapter.
- B. No person shall deny or obstruct the making of any inspection or collection or removal.
- C. Any person violating the provisions of this chapter shall be deemed to be guilty of an infraction. Any violation of this chapter shall be public nuisance and may be punished or enforced in accordance with the provisions of Chapters 4.16 and 4.18 of this code. Three or more subsequent violations of this chapter by the same person or persons within a twelve-month period may be charged and prosecuted as a misdemeanor. Any violation shall be subject to administrative citation and imposition of civil penalties under Chapter 4.14 of this code in the following amounts:
 - 1. A fine not exceeding one hundred dollars for a first violation;
 - 2. A fine not exceeding two hundred dollars for a second violation of the same provision of this code within any twelve-consecutive-month period;
 - 3. A fine not exceeding five hundred dollars for each additional violation of the same provision of this code within any twelve-consecutive-month period.

Section 3. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days from its passage and adoption.

Section 4. Severability.

The City Council hereby declares every section, paragraph, sentence, cause, and phrase of this ordinance is severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses, or phrases.

Section 5. Certification.

The City Clerk shall cause this ordinance to be posted and/or published in the manner required by law.

This Ordinance was introduced at the meeting of the City Council on the 13th day of November, 2025, and was adopted at a regular meeting of the City Council on the 11th day of December, 2025, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:		
	Joe Clarke, Mayor	
Attest: Julia Gautho, City Clerk		
Approved as to form:		
Marc Tran, City Attorney	_	

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Public Works Department

Subject: Mandatory Organic Waste Disposal Reduction Ordinance



Recommended Action: Adopt an ordinance amending Chapter 8.04 "Solid Waste Management" of the Capitola Municipal Code, establishing a Mandatory Organic Waste Disposal Reduction Ordinance consistent with Senate Bill 1383 regulations

<u>Background</u>: In alignment with California's statewide effort to reduce methane emissions from landfilled organic waste, Senate Bill (SB) 1383 requires all jurisdictions implement mandatory organic waste reduction, edible food recovery, and recovered organic product procurement programs.

SB 1383 is a California law adopted in 2016 as part of the state's broader effort to combat climate change and reduce greenhouse gas emissions. The law aims to reduce short-lived climate pollutants, such as methane, by requiring diversion of organic waste from landfills and the recovery of edible food from commercial generators.

The primary goal of SB 1383 was to reduce organic waste disposal in landfills by 75% by the year 2025, using 2014 levels as the baseline. In addition, the law requires at least 20% of surplus edible food be recovered in 2025, such as through the assistance of Food Recovery Organizations like Second Harvest Food Bank.

To achieve these objectives, SB 1383 establishes statewide regulations to be followed and implemented by residents, businesses, and local governments. The City currently complies with SB 1383 requirements through a variety of enforceable programs, such as the City's Solid Waste and Edible Food Recovery programs (Capitola Municipal Code Chapter 8.04).

The California Department of Resources, Recycling and Recovery (CalRecycle) is the state-level regulatory agency responsible for overseeing and enforcing compliance with SB 1383. In November 2020, CalRecycle adopted regulations pursuant to SB 1383 to divert organic waste from landfills. One of the regulations included that beginning on January 1, 2022, cities and counties are required to procure recovered organic waste products to meet an annual procurement target.

Eligible types of recovered organic waste products counting towards each jurisdiction's annual procurement target may include compost, mulch, renewable energy, and electricity from biomass conversion. The City procures mulch for landscaping and maintenance projects at public facilities, parks, and open spaces to meet its annual procurement target.

To incorporate procurement requirements required by SB 1383 regulations and to assist in citywide implementation, the City adopted a Recovered Organic Waste Product Procurement Policy on November 4, 2025. The policy was included as an amendment to the City's Environmental Policy Statement and Procurement Guidelines (Attachment 1), originally adopted on October 2, 2024. Following the adoption of the policy, staff prepared a draft ordinance using CalRecycle's Model Mandatory Organic Waste Disposal Reduction Ordinance, for consideration by City Council as a mandatory tool for enforcing the procurement policies citywide (Attachment 2). On November 13th, the City Council unanimously voted to introduce the Ordinance.

<u>Discussion</u>: The City routinely procures mulch for use at City facilities, public parks, and open spaces to comply with SB 1383 Regulations and to meet annual procurement targets enforced by CalRecycle. CalRecycle requires an ordinance, or other enforceable mechanism, must be adopted if a jurisdiction plans to procure mulch to comply with its procurement obligations under SB 1383. The ordinance must require the mulch procured by the jurisdiction comply with specific land application standards. This is

important to prevent the application of contaminated material and to ensure that the mulch procured meets public health and safety standards.

The City already uses recovered mulch at parks and public facilities to meet its annual SB 1383 procurement targets. Adoption of this ordinance will formalize existing practice in Municipal Code and ensure continued compliance with CalRecycle's procurement and land application standards. Following adoption, staff will file the ordinance with CalRecycle to document the City's compliance.

<u>Fiscal Impact</u>: None. The City already procures compliant mulch using existing maintenance budgets; adoption of the ordinance will not result in additional costs.

Attachments:

1. Ordinance

Report Prepared By: Rosie Wyatt, Deputy City Clerk

Reviewed By: Marc Tran, City Attorney

Approved By: Jamie Goldstein, City Manager

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Public Works Department

Subject: Acceptance of Carbon Reduction Program Grant Funding



Recommended Action: Adopt a resolution amending the FY 2025-26 Budget to accept \$160,452 in Carbon Reduction Program (CRP) grant funding and appropriate the funds to the Capitola Community Center Renovation Project for the purchase of electric vehicle charging equipment.

<u>Background</u>: The Capitola Community Center Renovation project includes accessibility upgrades, energy efficiency improvements, and facility modernization. As part of this work, electric vehicle charging infrastructure is required under the California Building Code for new and substantially renovated public facilities to support electrified transportation and future EV adoption.

In 2024, the City applied to the Carbon Reduction Program (CRP) through the Association of Monterey Bay Area Governments (AMBAG) to offset the cost of the required EV charging equipment. The application was approved, the project has been incorporated into the Metropolitan Transportation Improvement Program, and the City has executed the Program Supplement Agreement with Caltrans, establishing federal reimbursement eligibility.

The CRP funding will be used specifically for the purchase of EV charging equipment. Installation and site work to support the chargers is already included as a part of the Community Center Renovation project.

<u>Discussion</u>: This item formally accepts the CRP grant funds and appropriates them into the Community Center Renovation project budget. The funds will be used to purchase electric vehicle charging equipment associated with the project.

The local match required for the grant is already included in the Community Center Renovation project budget. No additional local funding is required.

This action does not change the project scope, schedule, nor the construction contract currently underway.

<u>Fiscal Impact</u>: This action increases the Community Center Renovation project budget by \$160,452, fully funded by the CRP grant. There is no General Fund impact.

Attachments:

1. Resolution

Report Prepared By: Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AMENDING THE 2025-26 FISCAL YEAR CITY BUDGET AND CAPITAL IMPROVEMENT PROGRAM BUDGET

WHEREAS, it is necessary to adopt the 2025-26 Fiscal Year Budget for all City funds and Capital Improvement Program; and

WHEREAS, the City Council conducted budget study sessions, heard and considered public comments, had modified and proposed a budget accordingly, and on June 26, 2025, adopted such budget for the Fiscal Year July 1, 2025, through June 30, 2026; and

WHEREAS, since the adoption of the FY 2025-26 Budget the City has received a Carbon Reduction Program Funding Grant in the amount of \$160,452; and

WHEREAS, it is necessary to amend the FY 2025-26 Budget to receive and appropriate the \$160,452 of grant funding; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2025-26 Fiscal Year Budget is hereby amended, including Exhibit A (Budget Amendment) to this Resolution; and

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

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 11th day of December 2025, by the following vote:

AYES: NOES:	
ABSENT:	
ABSTAIN:	
	Joe Clarke, Mayor
ATTEST:	
Julia Gautho, City Clerk	



Budget Adjustment Request

11/10/2025

Requesting Department *

Public Works

Type of Adjustment

- Administrative
- Council

Item #

Council Date

12/11/2025

Council Approval

Revenues

Account Number	Account Description	Increase/Decrease
1200-00-00-3700.001	Other revenue-grants, donations	\$160,452.00

Total Revenues

\$160,452.00

Expenditures

Account Number	Account Description	Increase/Decrease
1200-00-00-4390.100	Construction Service-Project services	\$160,452.00

Total Expenditures

\$160,452.00

Net Impact

\$0.00

Purpose

To accept and appropriate Carbon Reduction Program grant funding for EV chargers at the Community Center Renovation project.

Department Head Approval

Jessica Kahr

Item 8 D.

Finance Director Approval

Tim Malberg

City Manager Approval

Jamie Goldstein

Action History (all history times shown in Pacific Standard Time)

Submit by Jim Malberg 11/10/2025 2:34:27 pm (Budget Amendment Request Submitted)

Approve by Jessica Kahn 11/10/2025 2:57:34 pm (Routed to PW)

• The task was assigned to Jessica Kahn 11/10/2025 2:34:27 pm

Approve (send to CM for approval)

by Jim Malberg 11/10/2025 2:58:20 pm (Routed to Finance Director)

 $\bullet \;\;$ The task was assigned to Jim Malberg

11/10/2025 2:57:34 pm

Approve (return to Finance for processing)

by Jamie Goldstein 11/25/2025 3:53:01 pm (Routed to CM for final approval)

 $\bullet \;\;$ The task was assigned to Jamie Goldstein

11/10/2025 2:58:20 pm

Finance Advisory Committee Agenda Report

Meeting: December 11, 2025

From: Administrative Services Department

Subject: Interest Rate for Tenant's Security Deposits



<u>Recommended Action</u>: Adopt a resolution setting the interest rate for tenants' security deposits for 2026 at zero percent (0%).

<u>Background</u>: The City Council adopted Ordinance No. 804 on February 12, 1998, adding Chapter 5.48 to the Municipal Code, requiring interest on security deposits for residential rental properties. Resolution No. 2948 set the interest rate for 1998 at 2%, which became effective March 14, 1998.

It was the City Council's practice to set its interest rate for tenant security deposits consistent with the amount set by the Board of Supervisors of Santa Cruz County. However, starting in 2011, after the County set the rate at an extremely low level, the City Council determined the administrative burden of computing interest rates of around 0.01% was not worth the minor benefit to renters.

For example, 0.01% interest on a \$3,000 security deposit would total 30 cents a year. Therefore, the City's interest rate has been set at 0% since January 2011. A history of interest rates since the adoption of the implementing Ordinance is included with this report as Attachment 1.

<u>Discussion</u>: Pursuant to Municipal Code Section 5.48.025, "on or before December 31 of each year, the City Council shall set the minimum interest rate (for tenant security deposits) for the next calendar year."

The City's Finance Director has completed a survey of annual simple interest rates on passbook savings accounts among the largest banks, in accordance with the Capitola Municipal Code, finding the average interest rate is 0.01%. Based on past practice, staff recommends adoption of an interest rate of 0%.

Staff realizes most banks offer much better products for savings than traditional passbook savings accounts (which are becoming obsolete) and that there is a need to reevaluate the City's role in setting tenant deposit interest rates, as well as how interest rates are calculated. The Finance Advisory Committee has this item on their list of topics for discussion during 2026.

Upon adoption of the proposed resolution, staff will publish a notice (Attachment 3) in the Santa Cruz Sentinel and share information regarding the interest rate on our City website.

Fiscal Impact: There is no fiscal impact to the City related to this item.

Attachments:

- Historical Interest Rates
- 2. Proposed Resolution
- 3. Notice

Report Prepared By: Kathryn Rose Haney, Account Clerk

Report Reviewed By: Julia Gautho, City Clerk; Marc Tran, City Attorney; Jim Malberg,

Administrative Services Director

Report Approved By: Jamie Goldstein, City Manager



420 Capitola Avenue Capitola, California 95010 Telephone: (831) 475-7300 Website: CityofCapitola.org

HISTORY INFORMATION REGARDING TENANTS' INTEREST ON SECURITY DEPOSITS FOR RESIDENTIAL RENTAL PROPERTIES

ORDINANCES ADOPTED

Ordinance No. 804, Ordinance adding Chapter 5.48 to the Municipal Code requiring interest on security deposits for residential rental properties, adopted February 12, 1998, effective March 14, 1998.

Ordinance No. 813, Ordinance Amending Section 5.48.040 of the Municipal Code regarding Payment of Tenant's Interest, adopted December 19, 1999, effective January 18, 2000.

RESOLUTIONS ADOPTED

Resolution No. 2948 Resolution No. 3007 Resolution No. 3067	Two Percent (2.00%) Two Percent (2.00%) Two Percent (2.00%)	Effective March 14, 1998 January 1, 1999 January 1, 2000
Resolution No. 3107	Two Percent (2.00%)	January 1, 2001
Resolution No. 3180	One Percent (1.00%)	January 1, 2002
Resolution No. 3258	.58 Percent (0.58%)	January 1, 2003
Resolution No. 3322	.32 Percent (0.32%)	January 1, 2004
Resolution No. 3416	.32 Percent (0.32%)	January 1, 2005
Resolution No. 3510	.43 Percent (0.43%)	January 1, 2006
Resolution No. 3594	.34 Percent (0.34%)	January 1, 2007
Resolution No. 3671	.31 Percent (0.31%)	January 1, 2008
Resolution No. 3731	.23 Percent (0.23%)	January 1, 2009
Resolution No. 3791	.10 Percent (0.10%)	January 1, 2010
Resolution No. 3849	Zero Percent (0.00%)	January 1, 2011
Resolution No. 3898	Zero Percent (0.00%)	January 1, 2012
Resolution No. 3945	Zero Percent (0.00%)	January 1, 2013
Resolution No. 3973	Zero Percent (0.00%)	January 1, 2014
Resolution No. 4009	Zero Percent (0.00%)	January 1, 2015
Resolution No. 4040	Zero Percent (0.00%)	January 1, 2016
Resolution No. 4070	Zero Percent (0.00%)	January 1, 2017
Resolution No. 4094	Zero Percent (0.00%)	January 1, 2018
Resolution No. 4133	Zero Percent (0.00%)	January 1, 2019
Resolution No. 4165	Zero Percent (0.00%)	January 1, 2020
Resolution No. 4206	Zero Percent (0.00%)	January 1, 2021
Resolution No. 4241	Zero Percent (0.00%)	January 1, 2022
Resolution No. 4298	Zero Percent (0.00%)	January 1, 2023
Resolution No. 4353	Zero Percent (0.00%)	January 1, 2024
Resolution No. 4405	Zero Percent (0.00%)	January 1, 2025
Resolution No. XXXX	Zero Percent (0.00%)	January 1, 2026

RESOLUTION	NO.
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA SETTING INTEREST RATE FOR TENANT SECURITY DEPOSITS FOR 2026 AT ZERO PERCENT (0%) IN THE CITY OF CAPITOLA

WHEREAS, Municipal Code Section 5.48.025 directs the City Council to set the minimum annual interest rate for tenant security deposits; and

WHEREAS, the current rate of interest for residential rental security deposits is zero percent (0.00%); and

WHEREAS, the City of Capitola Finance Director conducted a survey of passbook saving account interest rates offered by various banks; and

WHEREAS, the average annual interest rate for passbook savings accounts is 0.01%; and

WHEREAS, it has been the practice of the Capitola City Council to set its interest rate for tenant security deposits consistent with other jurisdictions within the County of Santa Cruz; and

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Capitola, State of California, that the rate of simple interest payable annually on residential rental security deposits by landlords shall be Zero percent (0%) effective January 1, 2026.

I HEREBY CERTIFY that the above and foregoing Resolution was passed and adopted by the City Council of the City of Capitola, California, at its regular meeting held on the 11th day of December, 2025, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:		
	Mayor	
ATTEST:		
Julia Gautho, City Clerk		



420 Capitola Ave

Capitola, CA 95010 (831) 475-7300 FAX (831) 464-8659

NOTICE OF CAPITOLA CITY COUNCIL RESOLUTION SETTING INTEREST RATE FOR TENANT SECURITY DEPOSITS IN 2026

NOTICE IS HEREBY GIVEN that on December 11, 2025, the Capitola City Council adopted a resolution setting a 0% interest rate for tenant security deposits in 2025. A copy of the agenda report and resolution can be found on the City's website: https://www.cityofcapitola.org/

The City of Capitola Finance Director has determined that the average annual interest rate for passbook savings accounts offered by various banks is 0.01%. In concurrence with the Capitola Municipal Code and past practice, the City Council adopted an interest rate of 0% for 2026.

Should you have any questions regarding this information, please contact staff at 831-475-7300, extension 228, or via email at jgautho@ci.capitola.ca.us

Dated: December 11, 2025 Kathryn Haney
Account Clerk

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Public Works Department

Subject: 2025 Pavement Maintenance Project Completion



Recommended Action: 1) Accept as complete the 2025 Pavement Maintenance Project constructed by Graham Contractors at a final cost of \$684,921; 2) authorize the City Clerk to file and record a Notice of Completion; and 3) authorize the release of the contract retention of \$34,246 as prescribed in the construction agreement.

<u>Background:</u> On February 27, 2025, the City Council authorized the Public Works Department to advertise for construction bids for the FY 2025-2025 Pavement Maintenance Project with a budget of \$589,000. Bids were opened on April 22, 2025, and the contract was awarded to Graham Contractors on May 16, 2025, in the amount of \$515,252.

On June 26, 2025, Council adopted the FY 2025-26 budget and allocated an additional \$60,000 to the Park Avenue Traffic Calming Project. Combined with about \$60,000 in existing Park Avenue funds, this funding allocation provided the budget needed to complete the remaining Park Avenue work through a change order to the 2025 Pavement Maintenance Project. These actions brought the total project budget to \$709,000.

Following this budget authorization, two change orders were approved. The first change order in the amount of \$94,070 included rehabilitation of upper San Jose Avenue and Terrace Way, included in the original project plans as Add Alternate 1. The second change order in the amount of \$98,070 completed the Park Avenue Traffic Calming Improvements and was approved by Council on June 12, 2025.

<u>Discussion:</u> Graham Contractors began work on June 25, 2025, and completed work on September 30, 2025. The work included asphalt repairs, crack sealing, slurry seal application, and new asphalt striping.

The final authorized contract amount, including both change orders, was \$708,855. The final contract cost was \$684,921, \$23,314 less than the authorized amount due to actual costs coming in slightly below estimates.

The Notice of Completion is included as Attachment 1, and the Final Cost Summary is included as Attachment 2.

Fiscal Impact: The total project costs and funding are as follows:

<u>Funding</u> :	
Capital Improvement Project Fund FY 24-25	\$589,000
Capital Improvement Project Fund FY 25-26	\$120,000
Total	\$709,000
Costs:	
	# 400 7 00
Base Bid	\$492,782
Change Order 1	\$94, 070
Change Order 2	\$98,069
Total	\$684,921

The remaining \$23,000 fund balance will be spent on installing a speed feedback sign on Park Avenue.

Attachments:

- 1. 2025 Pavement Maintenance Project Notice of Completion
- 2. 2025 Pavement Maintenance Project Final Cost Summary

Report Prepared By: Kailash Mozumder, Capitola Projects Manager

Reviewed By: Jessica Kahn, Public Works Director; Julia Gautho, City Clerk; Marc Tran, City Attorney

Approved By: Jamie Goldstein, City Manager

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Capitola Public Works Department Attn: Jessica Kahn 420 Capitola Avenue Capitola, California 95010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INSTRUMENT IS BEING RECORDED FOR THE BENEFIT OF THE CITY OF CAPITOLA. NO RECORDING FEE IS REQUIRED PURSUANT TO GOVERNMENT CODE §27383.

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the City of Capitola, owner of the property hereinafter described, whose address is 420 Capitola Avenue, Capitola, California, has caused a work of improvements more particularly described as follows:

PROJECT NAME: 2025 Pavement Maintenance Project

PROJECT DESCRIPTION: Pavement repair, type 2 surface sealing, and updated traffic striping

to be constructed on property more particularly described as follows:

DESCRIPTION: City of Capitola Streets: 42nd Ave, 47th Ave, Beverly Ave, Cherry Ave, Francesco Circle, Hill St, Oak Dr, Riverview Ave, Rosedale Ave, Carl Lane, Alma Lane, Rosedale Court, Plum St, Sunset Dr, Terrace Way, and San Jose Ave

The work of the improvement was completed by:

CONTRACTOR: Graham Contractors, Inc.

ADDRESS: 860 Lonus Street, San Jose, CA 95126

The work of the improvements was actually completed on the 30th day of September, 2025, and accepted by the City Council of Capitola on the 11th day of December 2025.

Signature of City Clerk: _____

The undersigned certifies that she is an officer of the City of Capitola, that she has read the foregoing Notice of Completion and knows the content thereof; and that the same is true of her own knowledge, except as to those matters which are therein stated on information or belief, and as to those matters that she believes to be true. I certify under penalty of perjury that the foregoing is true and correct. Executed at the City of Capitola, County of Santa Cruz, State of California.

Jessica Kahn Director of Public Works	
Signed:	
Date:	

CITY OF CAPITOLA - 2025 PAVEMENT MAINTENANCE PROJECT FINAL COST SUMMARY

ITEM		Ī	BID	Actual Final	QTY	Final	Price	
NO.	BID ITEMS	UNIT	QTY	QTY	Difference	Cost	Difference	
1	Mobilization, Bonds & Insurance	LS	1	1	0	\$29,950	\$0	
2	Notification of Residents, Businesses & Agencies	LS	1	1	0	\$26,225	\$0	
3	Bicycle, Pedestrian & Traffic Control	LS	1	1	0	\$40,500	\$0	
4	Storm Water Pollution Control Program	LS	1	1	0	\$655	\$0	
5	Remove & Replace 0.33' HMA	SF	7,825	7,825	0	\$78,250	\$0	
6	0.50' Deep Lift Stabilization (Allowance)	SF	391	391	0	\$3,128	\$0	
7	Crack Seal & Slurry Seal	TN	347	347	1	\$214,830	\$310	
8	Prune & Remove Tree Roots under HMA Repair	SF	1,532	1,532	0	\$7,660	\$0	
9	Lower & Adjust Water Valve Cover to Finish Grade	EA	7	7	0	\$3,500	\$0	
10	Reset Concrete Collar Around Utility	EA	2	2	0	\$1,000	\$0	
11	Remove & Reset Drain Inlet	EA	1	1	0	\$500	\$0	
12	Install Blue RPM @ Hydrant	EA	18	25	7	\$625	\$175	
13	Red Curb Paint	LF	2,535	0	(2,535)	\$0	(\$15,210)	
14	Gray Curb Paint	LF	18	0	(18)	\$0	(\$108)	
	Blue Curb Paint	LF	40	0	(40)	\$0	(\$240)	
16	4" White Line (Thermoplastic)	LF	40	0	(40)	\$0	(\$120)	
17	4" Blue Line (Thermoplastic)	LF	27	27	0	\$236	\$0	
18	12" White Crosswalk/Limit Line (Thermoplastic)	LF	947	305	(642)	\$2,821	(\$5,939)	
	24" White Crosswalk Line (Thermoplastic)	LF	514	913	399	\$16,891	\$7,382	
20	6" Chevron Line (Thermoplastic)	LF	90	201	111	\$955	\$527	
21	Striping Detail #2 (Thermoplastic)	LF	1,176	1,150	(26)	\$2,013	(\$46)	
22	Striping Detail #22 (Thermoplastic)	LF	1,804	1,511	(293)	\$6,422	(\$1,245)	
	Striping Detail #27B (Thermoplastic)	LF	1,452	2,292	840	\$4,584	\$1,680	
24	Striping Detail #39 (Thermoplastic)	LF	2,067	1,902	(165)	\$3,804	(\$330)	
25	Striping Detail #39A (Thermoplastic)	LF	448	567	119	\$1,134	\$238	
26	Install "STOP" Legend (Thermoplastic)	EA	25	20	(5)	\$4,100	(\$1,025)	
27	Install "BUMP" Legend (Thermoplastic)	EA	2	2	0	\$460	\$0	
28	Install "DO NOT ENTER" Legend (Thermoplastic)	EA	1	0	(1)	\$0	(\$600)	
29	Install "NO PARKING" Legend (Thermoplastic)	EA	1	1	0	\$335	\$0	
30	Install Speed Hump Pavement Markings	EΑ	1	2	1	\$550	\$275	
30	(Thermoplastic)	LA		2	1	φ330	φ213	
31	Install Parking Stall Pavement Markings	EΑ	30	37	7	\$1,850	\$350	
	(Thermoplastic)	LA	30	31	,	\$1,000	φ330	
32	Install Internation Symbol of Accessiblity Marking	EA	1	1	0	\$605	\$0	
	(Thermoplastic)			'		,	* -	
33	Install Railroad Crossing Symbol (Thermoplastic)	EA	1	0	(1)	\$0	(\$645)	
34	Install Shared Roadway Bicycle Marking	EA	38	28	(10)	\$24,500	(\$8,750)	
	(Thermoplastic) with Green Paint Backing				(,	+2 .,000	(\$0,.00)	
	Install Bike Lane Symbol w/ Person (Thermoplastic)	EA	9	10	1	\$7,350	\$735	
—	with Green Paint Backing							
	Install Bike Lane Arrow (Thermoplastic) with Green Paint Backing	EA	9	10	1	\$7,350	\$735	
	BID TOTAL			1		\$492,782	(\$21,851)	
DAGE	DID TOTAL					Ψ732,70Z	(Ψ2 1,001)	

Change Order 1 - Terrace

ITEM	DID ITEMS	LINUT	BID	Actual Final	QTY	Final	Price
NO.	BID ITEMS	UNIT	QTY	QTY	Difference	Cost	Difference
1	2 inch leveling course	SF	18,445	18,445	0	\$75,625	\$0
2	Slurry Seal	SF	18,445	18,445	0	\$18,445	\$0
3	Red Curb Paint	LF	15	0	(15)	\$0	(\$90)
4	White Crosswalk Paint	LF	37	0	(37)	\$0	(\$342)
5	Striping Detail #27B (Thermoplastic)	LF	421	0	(421)	\$0	(\$632)
6	Parking Stall Pavement Paint		8	0	(8)	\$0	(\$400)
Change Order 1 TOTAL \$94,070 ((\$1,464)

Change Order 2 Park Ave

ITEM	BID ITEMS	UNIT	BID	Actual Final	QTY	Final	Price
NO.	DID ITEMS	UNIT	QTY	QTY	Difference	Cost	Difference
1	Slurry Seal	SF	49,400	49,400	0	\$37,050	\$0
2	Striping Detail #22	LF	1,227	1,227	0	\$5,215	\$0
3	Striping Detail #39		7,681	7,681	0	\$19,203	\$0
4	Striping Detail #39A		128	128	0	\$256	\$0
5	Install "STOP" Legend (Thermoplastic)		1	1	0	\$250	\$0
6	Install Stop Bar Marking		16	16	0	\$148	\$0
7	Install Green Backing Bike Lane Symbol	EA	8	8	0	\$5,880	\$0
8	Install Bike Lane Arrow	EA	8	8	0	\$5,880	\$0
9	Green Paint for Bike Lane	SF	1,168	1,168	0	\$18,688	\$0
10	Remove Conflict Striping & Markings		1	1	0	\$5,500	\$0
Change Order 2 TOTAL \$98,069 \$0							

<u>Summary</u> Total \$684,921 (\$23,314)

Original PO \$514,942.50 Changes \$193,602.50 Final Cost \$684,921

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Community and Economic Development Department

Subject: Planner Consulting Services Contract Amendment



<u>Recommended Action</u>: Adopt a resolution authorizing the City Manager to execute Amendment 1 to the Professional Services Agreement with CSG Consultants in an amount not to exceed \$60,000 for Planning contract services.

<u>Background</u>: The Planning Division is staffed with one full-time Associate Planner position and one full-time Senior Planner position. The Senior Planner position has been vacant since August 2025. In July 2025, the City Manager executed an agreement with CSG Consultants in the amount of \$50,000 to provide professional planning services during the vacancy.

<u>Discussion</u>: The original Professional Services Agreement with CSG Consultants anticipated a three- to four-month vacancy. The Senior Planner vacancy has been advertised on the City website and multiple job listing sites. In the four months since the recruitment began, only one qualified individual applied. Unfortunately, the City has not been able to appoint a qualified candidate to this position since the vacancy began.

Staff is recommending amending the contract to increase funding by \$60,000 to cover an additional five months of planning services. Currently, the Community and Economic Development Department has a full workload with a mix of commercial and residential applications. CSG Consultants plays an essential role in assisting the Department with timely review of applications, and the City has enjoyed a positive working relationship for the duration of their contract.

<u>Fiscal Impact</u>: The cost of the contract amendment will be offset with salary savings from the vacant position. Staff will include a budget amendment shifting costs from staffing to consulting services at the mid-year budget review once we have a better defined timeline on filling the position.

Attachments:

1. Resolution

Report Prepared By: Katie Herlihy, Community & Economic Development Director

Reviewed By: Julia Gautho, City Clerk, Marc Tran, City Attorney

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS

WHEREAS, the City Council of the City of Capitola adopted the FY 2025-26 Budget for all City funds on June 26, 2025; and

WHEREAS, the Planning Division currently includes one full-time Associate Planner and one full-time Senior Planner position, with the Senior Planner position vacant since August 6, 2025; and

WHEREAS, on July 30, 2025, the City Manager executed a contract with CSG Consultants in the amount of \$50,000 to provide professional planning services during the Senior Planner vacancy; and

WHEREAS, the recruitment for the Senior Planner position has been extended beyond the originally anticipated three to four months, with only one qualified applicant who later withdrew; and

WHEREAS, the Community and Economic Development Department continues to maintain a full workload, including a mix of commercial and residential applications; and

WHEREAS, it is necessary to amend the existing professional services agreement with CSG Consultants to provide additional planning support during the ongoing vacancy; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the City Manager is authorized to execute the first amendment to the Professional Services Agreement with CSG Consultants in an amount not to exceed \$60,000 for continued professional planning services, subject to review and approval by the City Attorney.

BE IT FURTHER RESOLVED that all other terms of the original agreement not modified herein shall remain in full force and effect.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 11th day of December 2025, by the following vote:

AYES: NOES: ABSENT:	
ABSTAIN:	
ATTEST:	
	Joe Clarke, Mayor
Julia Gautho, City Clerk	



Budget Adjustment Request

11/25/2025

Requesting Department *

Community Development

Type of Adjustment

- Administrative
- Council

Item #

Council Date

December 11, 2025

Council Approval

Revenues

Account Number	Account Description	Increase/Decrease

Total Revenues

\$0.00

Expenditures

Account Number	Account Description	Increase/Decrease
1313-00-00-000-4345.100	CS-Plng & Hsg consultant	\$58,000.00

Total Expenditures

\$58,000.00

Net Impact

-\$58,000.00

Purpose

Expand the scope of the 41st Avenue Corrido Study

Department Head Approval



Item 8 G.

Finance Director Approval

Tim Malberg

City Manager Approval

Jamie Goldstein

Submit by Jim Malberg 11/25/2025 4:32:06 pm (Budget Amendment Request Submitted)

Approve by kherlihy@ci.capitola.ca.us 11/26/2025 12:02:58 pm (Routed to CDD)

• The task was assigned to kherlihy@ci.capitola.ca.us

11/25/2025 4:32:07 pm

Approve (send to CM for approval)

by Jim Malberg 11/26/2025 1:24:10 pm (Routed to Finance Director)

• The task was assigned to Jim Malberg

11/26/2025 12:02:58 pm

Approve (return to Finance for processing)

by Jamie Goldstein 12/5/2025 5:07:26 pm (Routed to CM for final approval)

• The task was assigned to Jamie Goldstein

11/26/2025 1:24:11 pm

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Public Works Department

Subject: Jade Street Site Improvements – Quarterly Progress Update



<u>Recommended Action</u>: Receive a quarterly progress report on the full set of Jade Street projects, including the Community Center renovation, patio improvements, Treasure Cove Playground, and the Jade Street Park restroom renovation.

<u>Background:</u> The City is implementing a coordinated group of capital improvements at the Jade Street Park site. Together, these projects modernize the Capitola Community Center, expand outdoor programming space, replace the aging playground with the new Treasure Cove inclusive play area, and renovate the public restroom facility.

This quarterly report provides a status update on all active projects through December 1, 2025.

<u>Discussion:</u> Across all projects, work continues to progress as planned. Winter weather remains the most significant short-term factor affecting exterior work on both the patio improvements and the playground. The Community Center remains on schedule for substantial completion in April 2026, with the Patio and Restroom Projects following shortly after. Based on equipment lead times and seasonal construction sequencing, the Treasure Cove Playground is projected to reach completion in early summer.

Community Center Renovation

Over the past quarter, the Community Center Renovation continued making visible progress on both the building's interior and exterior. Inside, drywall installation is now complete, and finishing work is over 90% done. Rough mechanical, electrical, and plumbing work has been completed, allowing the project to move into the early stages of interior finishes. Door frames, storefront systems, and window installations are scheduled through December and January as materials arrive.

On the exterior, roofing work advanced significantly, including standing seam roofing, flashing, and gutter installation. Site concrete associated with the connection points to the Patio Improvements Project has also progressed. As winter approaches, concrete scheduling is increasingly dependent on weather, but the contractor continues to maintain progress on all available areas.

As of December 1, the Community Center Renovation Project remains on track for substantial completion in April 2026.

Change orders continue to reflect typical renovation-related adjustments, such as utility coordination, mechanical/electrical refinements, and minor framing or finish corrections. Total change order exposure remains within available contingency. With major demolition well behind the project, fewer unforeseen issues are anticipated moving forward.

Seasonal weather and PG&E coordination remain the primary schedule risks for the coming quarter.

Community Center Patio Improvements

The Patio Improvements Project, funded through a CDBG award and administered under a separate contract, continued steady progress this fall. Demolition and grading were completed earlier in the season. Storm drain improvements, downspout tie-ins, and walkway subgrades are largely complete.

Retaining wall construction at the north and east landings was completed, with the west landing seat walls and walkways underway. The fossil wall was finished in October. Irrigation and landscaping work have begun and will continue as weather allows. Concrete work for stamped and wave-finish surfaces is scheduled between storm cycles and is expected to extend into December.

The Patio Improvements Project remains aligned with the overall Community Center Renovation Project schedule.

Treasure Cove Playground

Construction on the Treasure Cove Playground began in early November, following execution of the contract awarded by the Council in September. Initial work included demolition of the old playground, removal of concrete and turf, and installation of construction fencing. Tree protection posts have been placed, with fencing to be reinstalled as grading progresses.

Early site conditions have been heavily influenced by consecutive rain events. Rough grading has started but remains weather-dependent.

Submittals for playground equipment, signage, site furnishings, and decorative metalwork are moving through review. The largest schedule driver is the playground equipment itself, which has a four- to sixmonth lead time, meaning deliveries are expected in spring. Because installation cannot proceed until equipment arrives and the ground is dry enough for compaction and surfacing, overall construction for the playground is expected to continue into early summer.

Several potential change orders are being evaluated related to the path of travel to the playground. Cost impacts are still being developed.

Jade Street Park Restroom Renovation

The restroom renovation project was bid in October and is now under contract with CWS Construction Group. Contract execution experienced a brief delay due to the federal government shutdown, which affected SAM.gov processing. All required documentation has now been received, and the contract is fully executed.

A kickoff meeting is scheduled for mid-December, with construction expected to begin shortly thereafter. The renovation is anticipated to take approximately three months, with the schedule dependent on weather for exterior utility and concrete work.

<u>Fiscal Impact</u>: All projects remain within their authorized budgets. Community Center change orders continue to fall within established contingencies. Change orders related to the Playground Project are still being developed and will be incorporated into future updates once costs are known.

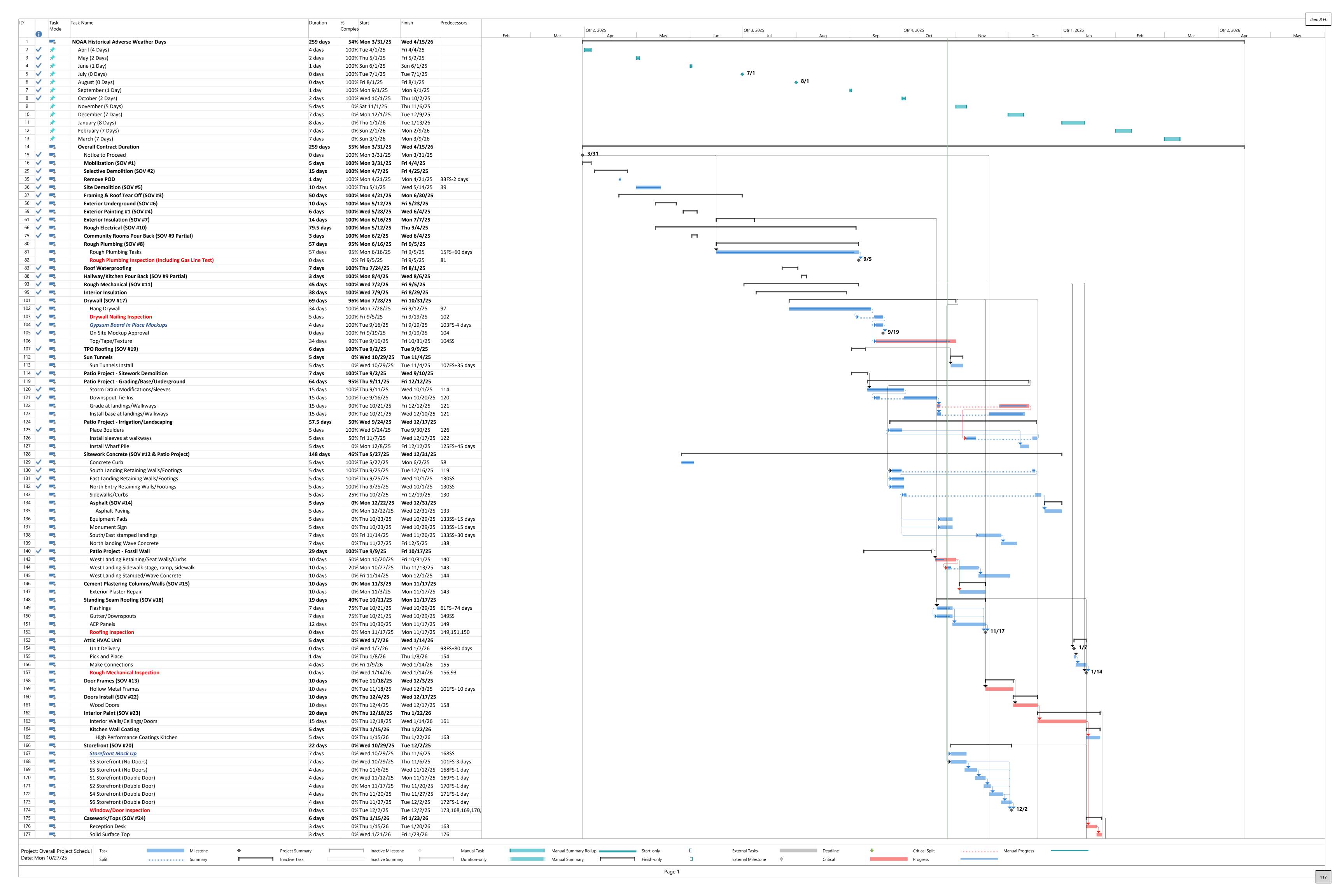
Attachments:

- 1. Community Center Renovation Schedule
- 2. Community Center Change Order Log (Through November 2025)
- 3. Jade Street Site Progress Photos (December 2025)

Report Prepared By: Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager



ID	Mode	Task Name	Duration	% Start Complet	Finish Predecessors	Otr 2. 2	2025	Otr 3, 2025		Otr 4, 2025	Otr 1, 2026 Otr 2, 2026
178)	Aluminum Windows (SOV #16)	20 days	0% Thu 12/18/25	Thu 1/22/26	Feb Mar	Apr May	Qtr 3, 2025 Jun Jul	Aug Sep	Qtr 4, 2025 Oct	Qtr 1, 2026 Qtr 2, 2026 Qtr 2, 2026
179	-5	Windows Install	15 days		Wed 1/14/26 101FS+30 days						
180	-9	Window Actuators	5 days		Thu 1/22/26 179						
181	-5	Siding (SOV #21) Nichiha Siding	15 days 15 days		Thu 2/5/26 Thu 2/5/26 148,166,179						
183		Door Hardware (SOV #25)	10 days		Thu 2/5/26						P
184	-9	Keying Conference	0 days	0% Thu 1/22/26	Thu 1/22/26 162						1/22
185	-5	Hardware	10 days		Thu 2/5/26 184						
186	- 5	Tile & Waterproofing (SOV #26) Waterproofing	17 days 5 days	0% Mon 1/26/26 0% Mon 1/26/26	Fri 1/30/26 175						
188	-5	Tile Install	12 days		Wed 2/18/26 187						
189	-5	Flooring (SOV #27)	20 days	0% Wed 2/11/26							
190	-9	Refinish Wood Flooring Epoxy Flooring	5 days 7 days		Wed 2/18/26 186FS-5 days Fri 2/27/26 190						
192		6"Wall Base	1 days		Mon 3/2/26 191						
193	-5	Marmoleum Install	7 days		Tue 3/10/26 191						
194	-5	4"Wall Base	1 day		Wed 3/11/26 193						
195 196	-9	Kitchen Equipment (SOV #28) Equipment Delivery	10 days 0 days		Fri 3/13/26 Fri 2/27/26 191						2/27
197	-5	Equipment Placement	5 days		Fri 3/6/26 196						
198	-5	Ansul Upgrade	5 days		Fri 3/13/26 197						
199	-	Finish Plumbing (SOV #29) Finish Plumbing& Fixtures	15 days		Wed 3/11/26 Fri 3/6/26 186						
200	- - -	Plumbing Controls/Testing	12 days 3 days		Fri 3/6/26 186 Wed 3/11/26 200						
202	-5	Plumbing Final Inspection (With Gas Final)	0 days		Wed 3/11/26 200,201						3/11
203	-5	Operable Wall (SOV #30)	10 days	0% Wed 3/11/26							
204	- 5	Operable Wall Installation Bathroom Partitions/Accessories (SOV #31)	10 days 13 days		Tue 3/24/26 193 Fri 3/20/26						
206	-5	Partitions Install	8 days		Fri 3/13/26 200FS-3 days						
207	-5	Accessories Install	5 days		Fri 3/20/26 206						
208	-5	Finish Mechanical (SOV #33) Finish Mechanical Tasks	25 days 10 days	0% Thu 2/19/26 0% Thu 2/19/26	Wed 3/25/26 Wed 3/4/26 199SS						
210	-9	Controls	5 days		Wed 3/11/26 19933 Wed 3/11/26 209						
211	-5	Balancing	10 days	0% Thu 3/12/26	Wed 3/25/26 210						
212	-5	Mechanical Final Inspection	0 days		Wed 3/25/26 211FF						3/25
213	- - 5	Interior Finish Carpentry (SOV #34) Wainscot	17 days 8 days		Fri 4/3/26 Mon 3/23/26 189						
215	-5	Wharf Wood Finishing	3 days		Wed 3/25/26 214FS-1 day						
216	-9	Wharf Wall Paneling	3 days		Fri 3/27/26 215FS-1 day						
217	-5	Reception Desk Paneling Wood Wall Paneling	2 days 3 days		Mon 3/30/26 216FS-1 day Wed 4/1/26 217FS-1 day						
219		Corner Guards	2 days		Thu 4/2/26 218FS-1 day						
220	-	Interior Signage	2 days	0% Thu 4/2/26	Fri 4/3/26 219FS-1 day						
221	-9	Acoustics (SOV #36)	15 days		Wed 4/1/26 Fri 3/20/26 189						
223	-9	Ceiling Baffles Ceiling Stretch Fabric	7 days 4 days		Thu 3/26/26 222						
224	-5	Wall Panels	4 days	0% Fri 3/27/26	Wed 4/1/26 223						
225	-5	Finish Electrical (SOV #32)	95 days	0% Thu 11/20/25							11/20
226	-5 -5	Main Switchgear Delivery Triad Switchgear Install/QAQC	0 days 20 days		Thu 11/20/25 15FS+164 days Mon 12/22/25 226						11/20
228	-5	PGE Scope	25 days	0% Wed 1/28/26							
229	-9	Waiting Period	20 days		Wed 2/25/26 227FS+20 days						
230	-9	Transformer, Conduit/Wire to transformer Finish Electrical Tasks	5 days 20 days	0% Thu 2/26/26 0% Thu 3/5/26	Wed 3/4/26 229 Wed 4/1/26 228						
232	-5	AV Equipment	5 days		Wed 4/8/26 231						
233	-9	Testing	5 days		Wed 4/15/26 231,232						7.4/15
234		Electrical Final Inspection Landscaping (SOV #35 & Patio Project)	0 days 35 days	0% Wed 4/15/26 0% Wed 2/11/26	Wed 4/15/26 233 Wed 4/1/26						4/15
236	-3	Fountain	5 days		Wed 2/18/26 228FS-15 days						
237	-5	Irrigation	5 days	0% Thu 2/19/26							
238	-5	Gravel Bases Top Soil	2 days 3 days	0% Thu 2/26/26 0% Mon 3/2/26	Fri 2/27/26 237 Wed 3/4/26 238						
240	-5	Planting	7 days		Fri 3/13/26 239						
241	-5	Mulch	3 days	0% Mon 3/16/26	Wed 3/18/26 240						
242	-5	Bike Rack Wood Benches	2 days 3 days	0% Thu 3/19/26 0% Mon 3/23/26							
244		Landscaping Repairs	5 days		Wed 4/1/26 243						
245	-9	Striping	3 days	0% Thu 4/2/26	Mon 4/6/26 235						
246	-5	Punch List Walk	0 days		Wed 4/1/26 221						4/1
247	-5 -5	Punch List Tasks Substantial Completion	10 days 0 days		Wed 4/15/26 246 Wed 4/15/26 249						4/15
249	-5	Building Final Inspection	0 days	0% Wed 4/15/26	Wed 4/15/26 247						₹ 4/15
250	-3	<u>Closeout Procedures</u>	75 days	0% Tue 12/2/25	Thu 3/26/26						

District / Owner City of Capitola

Project Name: Community Center Renovation Contract Value \$ 4,726,000.00

 Contingency (Allowance)
 \$ 477,000.00

 Total Contract Value
 \$ 5,203,000.00

 Total Approved COs
 \$ 180,088.07

 Total Pending COs
 \$ 262,692.05

Change Order Request (COR) Log Updated: 11/1/2025

 Total Pending COs
 \$ 262,692.05

 Exposure Subtotal
 \$ 442,780.12

 Remaining Contin/Allow
 \$ 34,219.88

9% Percentage of Contract7% Percentage Remaining

Date	Description	Expenditure	Status	Approved	Pending
5/29/2025	Meeting Room Ceilings	\$	Approved	\$ 724.50	
5/29/2025	Interior Siding Replacement Product	\$ 4,250.32	Approved	\$ 4,250.32	
	Lighting Locations and Controls	\$	Approved	\$ 5,340.00	
5/29/2025	CMU Wall Wood Repairs	\$ 6,267.50	Approved	\$ 6,267.50	
	Plumbing Scope Changes Discovery	\$ 7,607.50	Approved	\$ 7,607.50	
	Operable Wall Mounting Details	\$	Approved	\$ 7,727.00	
	Hallway ceiling Framing	\$	Approved	\$ 9,059.00	
5/29/2025	Additional Door Placerments	\$ 10,425.80	Approved	\$ 10,425.80	
5/29/2025	Post Placement at Existing Steel beams	\$ 12,393.55		\$ 12,393.55	
	Roof Deck Build up	\$ 12,999.23	Approved	\$ 12,999.23	
	Exterior Sheathing Wood Rot	\$ 18,906.09	Approved	\$ 18,906.09	
	Mold Remediation	\$ 24,246.67	Approved	\$ 24,246.67	
	Structural Engineer Truss Reinforcement	\$	Approved	\$ 1,334.00	
6/12/2025	Plumbing Submittal Scope Changes	\$ 4,309.68	Approved	\$ 4,309.68	
	Switchgear clearance issues	\$ 14,087.50	Approved	\$ 14,087.50	
	Refrigerator Water Valve at Capping	\$	Approved	\$ 528.11	
8/19/2025	Furred Wall at Electrcial Room	\$	Approved	\$ 724.50	
8/19/2025	Leaking Sink Valves	\$ 1,000.00	Approved	\$ 1,000.00	
	Damaged Vent Above Kitchen Hood	\$	Approved	\$ 1,000.00	
8/19/2025	Urinal Waste Height Rough-In	\$ 2,383.30	Approved	\$ 2,383.30	
8/19/2025	Operable Wall Support	\$ 3,128.00		\$ 3,128.00	
8/19/2025	Damaged Trash Enclosure Drain Vent	\$ 3,528.11	Approved	\$ 1,000.00	
8/19/2025	Stainless Steel Replacement in Kitchen	\$	Approved	\$ 4,784.00	
	Alarm, Ansul, And Hood Controls Integration/Wiring	\$ 7,854.55	Approved	\$ 7,854.55	
	Air Supply Register Changes	\$ 8,946.18	Approved	\$ 8,946.18	
8/19/2025	Bathroom Accessory Clashes	\$ 9,061.09	Approved	\$ 9,061.09	
6/12/2025	Add generator scope \$159,741.00-original bid	\$ 127,863.00	Pending		\$ 127,863.00
8/19/2025	Gas Line Modifications at Kitchen (ROM)	\$ 2,000.00	Pending		\$ 2,000.00
8/19/2025	Flashing Detail at Landings Confirmation (ROM)	\$ 2,200.00	Pending		\$ 2,200.00
	Wharf Wood Materials (ROM)	\$ 3,162.50	Pending		\$ 3,162.50
	Kitchen Exhaust Fan Curb Height (ROM)	\$ 6,000.00			\$ 6,000.00
8/19/2025	Kitchen Makeup Air Unit Replacement (ROM)	\$ 11,000.00	Pending		\$ 11,000.00
8/19/2025	Old Castle Perk Alternate (ROM)	\$ 20,466.55	Pending		\$ 20,466.55
8/19/2025	PGE Off Site Scope of Work (ROM)	\$ 90,000.00	Pending		\$ 90,000.00
TOTALS		\$ 445,308.23		\$ 180,088.07	\$ 262,692.05

Change Order Categories

Regulatory & Safety
Utility Coordination (PG&E/Electrical/Mechanical)

Discovery/Coordination Adjustments

Generator

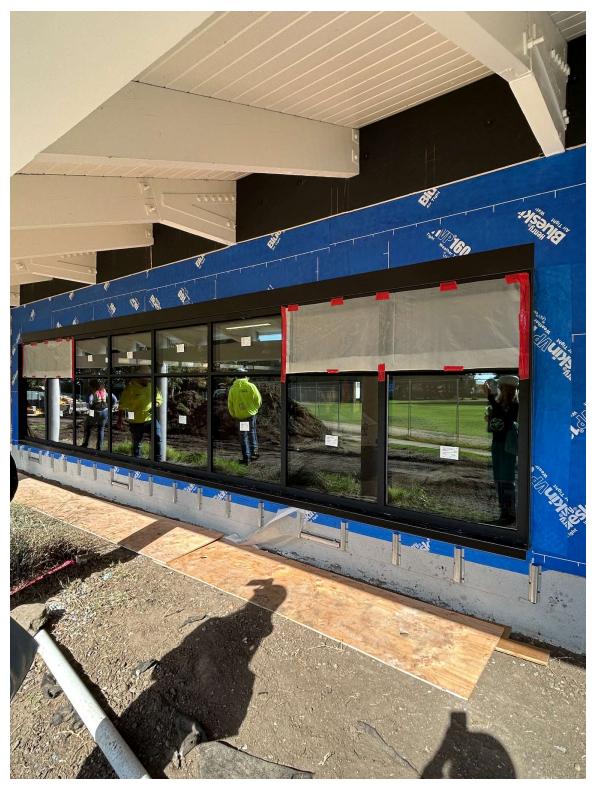
December 11, 2025 Construction Photo Exhibit – Jade Street Site



Front entry approach graded and compacted, with concrete seat walls and large boulders installed along the pedestrian pathway

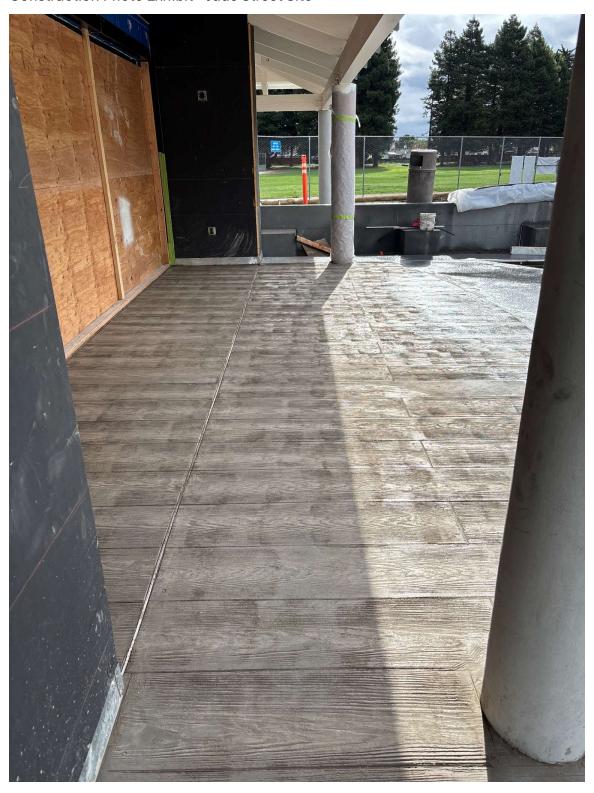


Front office window units installed, surrounded by exterior sheathing and waterproofing



Installation of new storefront system with weatherproofing membrane and flashing

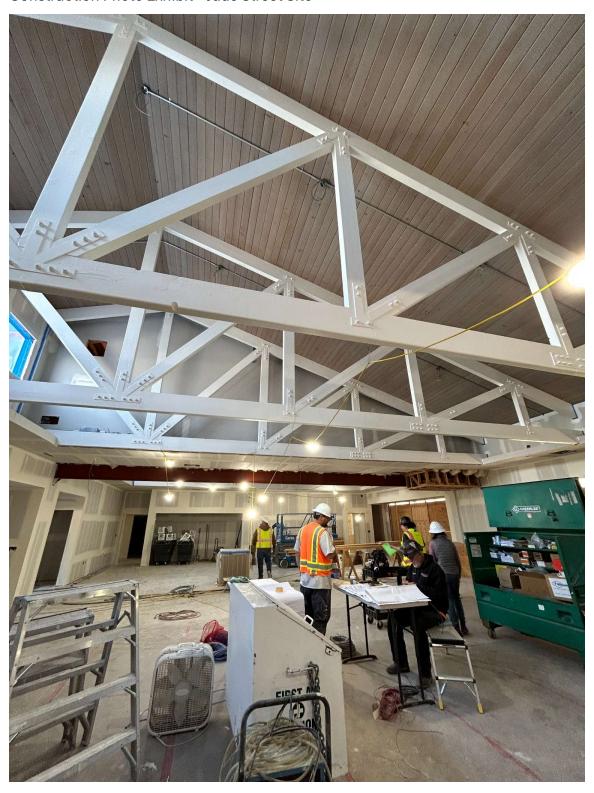
December 11, 2025 Construction Photo Exhibit – Jade Street Site



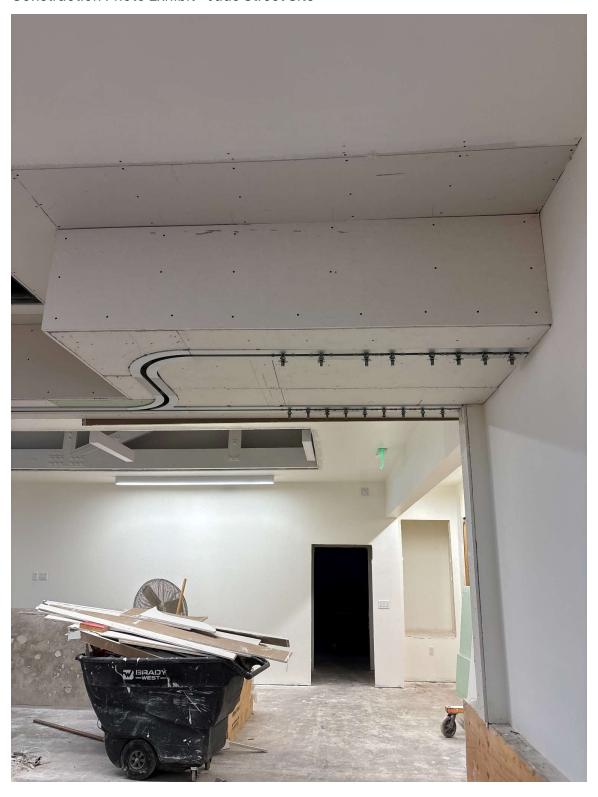
Decorative concrete patio slab placed and stamped with wood-plank pattern



Concrete patio and sculpted seat walls



Exposed truss system fully painted



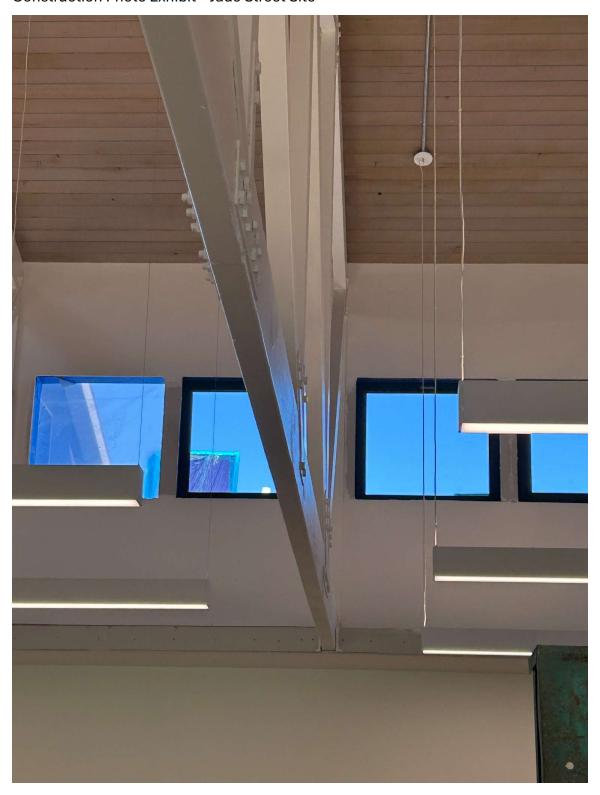
Interior soffit framing and drywall enclosure to house the operable partition track system

Exhibit 5



Interior progress with wall paint applied and linear LED lighting

December 11, 2025 Construction Photo Exhibit – Jade Street Site



Upper windows installed



Demolition of existing playground equipment and surfacing.



Additional demolition progress, removal of old playground footings



Additional demolition progress

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Community and Economic Development Department

Subject: 41st Avenue Corridor Plan – Consultant Contract Amendment



Recommended Action: Adopt a resolution amending the FY 2025-26 Budget to allocate \$58,000 from the General Plan Update and Maintenance Special Revenue Fund; and authorize the City Manager to execute Amendment 1 to the Professional Services Agreement with SWA Group to expand the 41st Avenue Corridor Plan to include portions of Clares Street and Capitola Road in an amount not to exceed \$58,000, subject to City Attorney review and approval.

<u>Background</u>: On March 27, 2025, Council approved a contract with SWA Group in the amount of \$105,000 to prepare a 41st Avenue Corridor Plan.

On November 20, 2025, SWA Group presented the draft goals of the plan to the Council. At that meeting, Council requested the plan be expanded to include portions of Clares Street and Capitola Road in proximity to the Capitola Mall.

<u>Discussion</u>: To support a long-term vision for a multimodal corridor within a regional commercial district, the City contracted SWA Group to create the 41st Avenue Corridor Plan. The corridor plan focuses on identifying potential changes within and adjacent to the street right-of-way to create a street and public realm that supports the City's long-term vision for the corridor.

The original scope of work includes four phases, with deliverables for each phase.

- 1. Project Initiation and Background Analysis
- 2. Visioning and Concept
- 3. Concept Design Refinement
- 4. Finalization and Phasing Strategy

SWA has completed Phases One and Two. At the request of City Council, SWA provided an amended scope to include Clare Street surrounding the Capitola Mall and Capitola Road from the western city boundary to 43rd Avenue (approximately two blocks east of 41st Avenue). The update will include a bike network plan and renderings of the new street sections at the same level of detail as the 41st Avenue plan.

Timeline: The final plan is expected to be completed by early 2026.

<u>Fiscal Impact</u>: Funding for the original contract included \$75,000 of General Fund allocation in the FY 2024-25 Budget and an additional \$35,000 from the REAP 2.0 Grant, for a total of \$105,000. The additional \$65,000 will be funded through the General Plan Update and Maintenance Fund.

Attachments:

- 1. Updated Scope
- 2. Resolution and Budget Amendment

Report Prepared By: Katie Herlihy, Community and Economic Development Director

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

SWA San Francisco

November 25, 2025

530 Bush Street 6th Floor San Francisco, California 94108 +1.415.836.8770 www.swagroup.com

City of Capitola Community and Economic Development 420 Capitola Avenue, Capitola, CA 95010

Re: 41st Avenue Corridor Study CCQT501.A

Dear: Katie Herlihy,

This letter is in response to your request for SWA Group to provide Additional Services on the subject project. The scope of these services will be:

- Expanded study area to include Clares Street;
- Expand Study area to include Capitola Road from 30th ave to 43rd avenue;
- Include added scope in corridor study package;
- Include graphics and sections for expanded scope area;
- Study bike circulation in added area and connections back to 41st Avenue;
- Additional meetings;
- Coordination with objective standards team;
- Traffic conceptual validation by traffic engineer (Scope shown in Exhibit A)

Note it is anticipated the scope of work with occur between December 2025 and February 2026.

These services will be billed to you under our job number CCQT501.A provided for the fixed sum of \$57,772 Dollars, under the terms and conditions of our contract with you dated March 27th 2025.

We request your written approval of this authorization for Additional Services by signing and returning one copy of this letter for our files.

If this is not your understanding, or if you have questions regarding the above, please contact me immediately.



Sin	cer	elv	vou	rs

SWA GROUP



René Bihan

DC

Contracting Agent

Landscape Architect, CA License #3682

Landscape Architects are licensed by the State of California.

Accepted:	City of Capitola
Ву:	
Name:	
Title:	
Email:	
Date:	





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November 25, 2025

Daniel Cunningham swa 530 Bush Street, 6th Floor San Francisco, CA 94108

Re: Letter Agreement for Professional Services for

Claires Street and Capitola Road Traffic Support

Capitola, California

Dear Daniel:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement ("Agreement") to swa ("Client") for providing traffic support for the Clares Street and Capitola Road roadway study ("Project").

Project Understanding

swa is working with the City of Capitola on reviewing the following study segments:

- Clares Street between Capitola Road and 41st Avenue
- Capitola Road between Clares Street and 42nd Avenue

Kimley-Horn will collect traffic counts and provide general traffic support to swa for the proposed improvements along the study corridors.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Data Collection and Site Visit

Kimley-Horn will collect four 7-day "tube" counts collecting volumes, speeds and vehicle classifications when local schools are in session and not during a holiday week at the following locations:

- 1. Clares Street just west of 40th Avenue
- 2. Clares Street just north of Capitola Road
- 3. Capitola Road between Clares Street and 38th Avenue
- 4. Capitola Road between 41st Avenue and 42nd Avenue

Kimley-Horn will conduct one (1) site visit during the data collection period to observe existing operations, queueing and lane geometries.

Task 2 - Traffic Support

Kimley-Horn will qualitatively review the traffic data and site visit observations. Kimley-Horn will provide recommendations for the corridor proposed improvements. Kimley-Horn will review proposed improvements prepared by swa.

This task assumes 28 hours. If additional hours are needed, then additional scope of services will be prepared for approval by the Client.



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Task 3 – Meetings

Kimley-Horn will attend up to three (3) meetings by phone with swa and/or City staff to discuss the Project.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn's then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Intersection turning movement counts
- Intersection operational analyses
- Corridor traffic simulations

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Туре
1	Data Collection and Site Visit	\$2,540	Hourly, Not-to-Exceed
2	Traffic Support	\$7,740	Hourly, Not-to-Exceed
3	Meetings	\$2,380	Hourly, Not-to-Exceed
	Labor Total	\$12,660	
	Indirect Expenses	\$582 Expense	
Direct Expenses (Traffic counts, mileage) \$2,530		Expense	
	Total	\$15,772	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related



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computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to swa.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

 Please email all invoices to	
 Please copy	

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name: Frederik Venter, P.E.

Title: Senior Vice President

P.E. No.: C64621

RESOLUTION NO. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AMENDING THE 2025-26 FISCAL YEAR CITY BUDGET

WHEREAS, it is necessary to adopt the 2025-26 Fiscal Year Budget for all City funds; and

WHEREAS, the City Council conducted budget study sessions, heard and considered public comments, had modified and proposed a budget accordingly, and on June 26, 2025, adopted such budget for the Fiscal Year July 1, 2025, through June 30, 2026; and

WHEREAS, on March 27, 2025, the City Council approved a contract with SWA Group in the amount of \$105,000 to prepare the 41st Avenue Corridor Plan; and

WHEREAS, on November 20, 2025, SWA Group presented draft goals of the plan to the City Council, and the Council requested the plan be expanded to include portions of Clares Street and Capitola Road in proximity to the Capitola Mall; and

WHEREAS, the City Council finds it necessary to amend the FY 2025-26 Budget to allocate \$58,000 from the General Plan Update and Maintenance Special Revenue Fund to fund a contract amendment with SWA Group to expand the 41st Avenue Corridor Plan to include the requested areas; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the 2025-26 Fiscal Year Budget is hereby amended, including Exhibit A (Budget Amendment) to this Resolution; and

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract amendment with SWA Group to expand the 41st Avenue Corridor Plan to include portions of Clares Street and Capitola Road, in an amount not to exceed \$58,000, subject to City Attorney review and approval; and

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

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City C

Council of the City of Capitola on the 11th day of December 2025, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAIN:

Item	

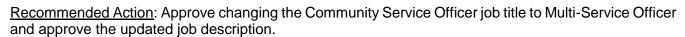
	_
Joe Clarke, Mayor	
ATTEST:	
Julia Gautho, City Clerk	

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: City Manager & Administrative Services Departments

Subject: Police Multi-Service Officer Job Description



<u>Background</u>: The City Council approves significant changes to City job descriptions. Any job description changes to classifications in employee bargaining groups also need to be reviewed by the appropriate bargaining group.

<u>Discussion</u>: The FY 2025-26 Budget includes two authorized full-time employees (FTEs) in the Community Service Officer role. Both positions have been vacant since August 2025. While evaluating operational needs, Police Department staff determined the Community Service Officer job description had not been changed since 2011, and that updating the job's title and description would be helpful before recruiting to fill the position.

The proposed Multi-Service Officer job description (Attachment 1) includes clarifying language, modernizing the role's essential duties and responsibilities, and provides a more accurate description of the day-to-day function of this position. Changing the job title to Multi-Service Officer also represents a modernization of the position, which performs a broader set of functions, such as:

- Non-sworn investigative tasks
- Traffic control, evidence processing, or logistics
- Multiple community service needs

In addition, the new job title makes the job more versatile or career-building, avoids confusion with volunteer "community service" programs, and the new title aligns with titles in neighboring jurisdictions. Though not part of an official job series, the current Community Service Officer/Multi-Service Service Officer position can serve as a career track position leading to the Police Officer Trainee and Police Officer positions within the department.

The attached job description includes edits in red to clearly indicate recommended updates.

The Multi-Service Officer classification is represented by the Capitola Police Officers Association (CPOA), and the proposed job description has been reviewed by the CPOA.

<u>Fiscal Impact</u>: None. There is no additional anticipated fiscal impact in 2025-26. There are no salary changes.

Attachments:

1. Proposed Job Description (redlined)

Report Prepared By: Chloé Woodmansee, Assistant to the City Manager, Sarah Ryan, Chief of Police

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

Approved By: Jamie Goldstein, City Manager



City of Capitola

FLSA Non-Exempt Capitola Police Officers Association

MULTI- SERVICE OFFICER

GENERAL PURPOSE

The function of the Multi-Service Officer is to provide general law enforcement services for the community, that do not require legal powers of a sworn police officer, and to provide select aspects of prisoner custodial duties. This is a field position functioning under the supervision of a patrol sergeant.

SUPERVISION RECEIVED:

Works under the close supervision of a Police Sergeant, typically the Sergeant assigned to patrol.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintain accurate records and write accurate incident or crime reports.
- Take non-injury collision reports, counter reports, and found bicycle/property reports.

- Perform parking enforcement and abandoned vehicle abatement duties.
- Enforce Municipal Code as directed.
- Direct traffic in emergencies or congested situations.
- Conduct follow-up on select investigations and assist in locating missing juveniles.
- Collect and assemble information as may be required to assist in criminal investigations.
- Collect and assist in packaging evidence at crime scenes, as directed.
- Transport prisoners to County jail.
- Illegal dumping reports.
- Cold auto burglaries and vehicle thefts.
- Reports of vandalism, when no suspects or evidence available only.
- Minor misdemeanor or civil check investigations.
- Citation signoffs.
- Assist with crime prevention, public education, and collaborate with other community organizations.
- Build rapport with community through activities like crime prevention presentations and attending events; assist with city-wide community events

MULTI-SERVICE OFFICER

- Record duties as needed.
- Appear in court and give testimony relative to citations issued.
- Vehicle lockouts.
- Illegal sign removal.
- Deliver and pick up documents for court, as needed.
- Pick up and properly dispose of dead animals found on public streets or property.
- Transport impounded animals to Animal Services (ASA).
- Assist ASA, Native Animal Rescue, Department of Fish and Game, and Marine Mammal Rescue.
- Patrol beach area for:
 - o Beached/stranded sea mammals,
 - o Dogs,
 - o Alcohol, and
 - Illegal bonfires.
- Other related duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

General:

- (A) Must be 20 years or older at the time of employment;
- (B) Valid California Driver's License;
- (C) No felony convictions or disqualifying criminal histories within the past seven years; and
- (D) Must be able to read and write the English language.

Education and Experience:

Any combination of education and experience that provides the skills and abilities shown above is acceptable. A way to obtain these qualifications would be:

- (A) High school diploma or GED equivalent;
- (B) Two years of employment, which includes working with the public

Experience in a law enforcement or related agency is preferred. Ability to meet state standards for accessing criminal history information as determined by a comprehensive background and psychological exam.

Knowledge Of:

- Basic law enforcement terminology and concepts.
- Techniques for dealing with varied groups of people, particularly in circumstances where relations may be strained.
- Laws, codes, and ordinances relevant to assigned duties.
- Standard record keeping and report writing procedures.

MULTI-SERVICE OFFICER

• Department and City policies and general orders.

Skills In:

- Observing and accurately recalling places, names, faces, and incidents.
- Understanding and following oral and written directions.
- Interpreting and applying complex laws, procedures, and policies.
- Obtaining accurate information from individuals in non-emergency and emergency situations.
- Handling multiple activities simultaneously while maintaining attention to detail.
- Establishing and maintaining effective working relationships with those contacted in the course of business.
- Making rapid, sound, independent judgment within legal and procedural guidelines.
- Use of common office equipment and software, including: Microsoft Office and specialized law enforcement software.

Ability to:

- Ability to follow verbal and written instructions.
- Ability to understand, apply and explains rules and procedures.
- Ability to act in a courteous and effective manner when dealing with the general public.
- Ability to write clear, comprehensive and legible reports.
- Willingness to work various hours, rotating shifts, weekends and holidays, and be available for callback, as needed.
- Interpersonal skills sufficient to allow for training and successful interaction with the public; ability to deal with a wide range of people tactfully and professionally
- Maintain care and custody of arrestee.
- Operate radio and telephone equipment, following departmental and F.C.C. regulations.
- Perform various law enforcement support work.
- Quickly learn the policies, procedures and performance standards pertaining to the work.
- Think and act quickly in emergencies and evaluate situations and people accurately.
- Quickly learn and retain complex laws, codes and case law pertaining to law enforcement duties.
- Use discretion effectively to determine a proper course of action consistent with a community-oriented, problem-solving approach to policing.
- Establish and maintain effective working relationships with those contacted in the course of the work.
- Perform in a manner which reflects the City and Police Department mission, values and goals.
- Learn the City's geography.

TOOLS AND EQUIPMENT USED

Personal computer, including word processing and specialized software, police radio, phone, ,, calculator, fax machine, copy machine. Police car, police radio, , handcuffs, taser, and, first aid equipment.

PHYSICAL DEMANDS:

MULTI-SERVICE OFFICER

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to talk and hear. The employee is frequently required to sit, stand, walk, use hands and fingers to handle or feel objects, tools, or controls; reach with hands and arms, climb or balance, stoop, kneel, crouch.o

While performing the duties of the job, the employee is regularly required to run, jump, push, pull, drive safely as high speeds and in adverse conditions.

Employees must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by the job include close vision, distance vision, peripheral vision, and depth perception, the ability to adjust focus, and be free from color blindness.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The noise level in the work environment is usually quiet in the office to moderately noisy in the field. The employee works both indoors and outdoors, including time spent in a patrol car or other police vehicle. Employees go from being seated in a docile position in their vehicle or office to a highly energized position, and then return to the docile position. The job can be very fast-paced and may require quick changes in pace within a short period of time.

CORE VALUES COMMON TO ALL POSITIONS

- Developing and maintaining a thorough working knowledge of all departments and applicable City policies and procedures in order to help facilitate compliance with such policies and procedures by all employees.
- Demonstrating by personal example the service excellence and integrity expected from all employees by representing the City in a professional manner within our organization, to the general public, and with other agencies.
- Developing respectful and cooperative relationships with co-workers, including a willingness to assist newer employees.
- Conferring regularly with and keeping the immediate supervisor informed of all important matters pertaining to those functions and job responsibilities for which accountable.
- Working collaboratively within the organization and community to advance the values
 of teamwork, innovation, customer service, professional development, and meeting
 challenges.

SELECTION GUIDELINES

MULTI-SERVICE OFFICER

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Dated: 8-16-11

Updated: December 11, 2025

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Police Department

Subject: Tobacco Grant FY 2025-26



<u>Recommended Action</u>: Adopt a resolution amending the FY 2025-26 General Fund operating budget to accept a Department of Justice Tobacco Grant in the amount of \$55,378.

<u>Background</u>: The California Department of Justice administers the Tobacco Grant Program to support local law enforcement agencies in reducing the availability of tobacco products to minors, ensuring compliance with state tobacco laws, and conducting related education and enforcement activities.

In FY 2025-26 the Capitola Police Department submitted an application requesting funding to enhance local enforcement efforts, conduct retailer compliance checks, and implement youth prevention outreach. The DOJ has awarded the City \$55,378 to be used over a two-year grant cycle.

<u>Discussion</u>: The grant funds will support the Department in meeting state-mandated tobacco enforcement expectations and community health goals. Authorized uses of grant funds include:

- Retailer Compliance Checks: Conducting periodic inspections to ensure adherence to tobacco sales laws.
- Minor Decoy Operations: Targeting illegal sales of tobacco and vaping products to minors.
- Training: Supporting officer training on tobacco enforcement, diversion programs, and updated regulatory requirements.
- Equipment & Supplies: Purchasing enforcement tools such as surveillance equipment, decoy kits, and data-tracking resources.

All activities will be managed in alignment with DOJ grant conditions. Regular reporting, documentation of enforcement operations, and reimbursement procedures will be handled by the Department's administrative staff. No match requirement is associated with this grant.

This project supports the City's goals related to public safety, youth protection, and responsible retail business practices. Enhancing enforcement helps reduce underage access to tobacco and vaping products and strengthens community partnerships.

<u>Fiscal Impact</u>: A budget amendment has been attached to the resolution accepting the grant in order to accept the grant funds and appropriate funds for approved grant-related expenditures.

Attachments:

- 1. Selection Letter
- Draft Resolution

Report Prepared By: Sarah Ryan, Chief of Police

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

Approved By: Jamie Goldstein, City Manager



Tobacco Grant Program GRANT SERVICES BRANCH – LOCAL ASSISTANCE DIVISION OF OPERATIONS

TOBACCO GRANT SUMMARY OF AWARD

DOJ-PROP56-2025-26-1-007

CAPITOLA POLICE DEPARTMENT

This Summary of Award document will be used by the Tobacco Grant Program when determining whether an activity or expense claimed was approved for funding and is reimbursable. Activities other than those presented here may not be reimbursable. A Grant Modification may be necessary for material deviations. Please consult with your Grant Program Officer *before* engaging in any activity beyond this scope or if you have questions about the scope of the activities and budget allowability.

By signing the Memorandum of Understanding, your agency agrees to the commitments outlined below and this document becomes part of the Grant Agreement.

AWARD SUMMARY

Award Amount: \$55,378 Requested Amount: \$55,378

Removed from Award: None Reduced Line Items: None

Other Changes or Stipulations:

IMPORTANT PROVISIONS FOR ALL GRANTEES

I. Enforcement Activities

- a. **Authorized** If enforcement activities were proposed, <u>only</u> activities that target retailers for illegal sales/marketing of tobacco products were approved. It is expected that the flavor ban will be enforced within one or more enforcement activities.
- b. **Unauthorized** Community or school patrols, or other enforcement actions related to tobacco use and possession, are **not** permitted.

II. Educational Activities

- a. **Authorized** Retailer and/or officer educational activities on tobacco laws and ordinances, if included, are authorized as noted below.
- b. Unauthorized School or community education efforts, including media campaigns, are
 <u>not</u> permitted as part of this award. All educational efforts should be directed to
 retailers and/or officers.

11/19/2025 Page 1 of 4

III. Removed Personnel or Other Items

a. If specific personnel or other items were removed and not funded, they cannot be reinstated during the grant term.

IV. Reduced Line Items

a. If a specific line item was reduced, the intention was to not fully fund it or the activities it represents.

V. Mileage/Fuel

a. Budgets that include mileage or fuel were amended to include both together in one line item for flexibility and the type of backup documentation available. Mileage is limited to the state rate in effect at the time of travel.

VI. Equipment

a. All equipment items must be purchased during the first year of the project as noted on the Budget Detail. Their awarding is intended to support project goals and be used to support grant activities throughout the grant term.

Please reference the Tobacco Grant Program Grantee Handbook for more information regarding allowable costs.

GOALS AND ACTIVITIES

Retail Inspections

- Per year, 6 retailers will be inspected.
- Additional details regarding these inspections:
 - With nine tobacco retailers in Capitola, three will be randomly inspected each operation, totaling three inspections and three re-inspections per year. A sergeant and two officers will ensure compliance with laws on tobacco sales to prevent sales to minors. They will check ID checks, age restrictions, improper advertising, and labeling.
 Violations will result in warnings or citations.

Minor Decoy Operations

- Per year, 3 minor decoy operations will be conducted.
- Per year, **6** retailers will be targeted through these operations.
- Additional details regarding these operations:
 - Minor decoys will attempt to buy tobacco at licensed stores, mainly those recently inspected to ensure compliance. Two officers will assist for safety, support patrols, and oversee the operation. They will conduct arrests, investigations, and write reports. A sergeant will supervise and help meet grant goals. Two volunteer youths from The Watsonville Police Activities League will act as decoys.

11/19/2025 Page 2 of 4

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Shoulder Tap Operations

- Per year, **3** shoulder tap operations will be conducted.
- Per year, 6 retailers will be targeted through these operations.
- Additional details regarding these operations:
 - During Shoulder Tap Operations, minor decoys will approach adults at tobacco retail locations, asking them to buy tobacco products while stating they are underage and can't purchase themselves. Locations will be randomly chosen before each operation. Two officers will assist for safety and support, with a sergeant overseeing the operation to meet grant goals. Two volunteer youths, typically from The Watsonville Police Activities League, will act as decoys.

Undercover Buys

• Not Applicable

Retailer Education

- Per year, 2 retailers will receive educational materials.
- Per year, retailers will receive on-site education.
- Per year, retailers will participate in grantee-provided educational classes.
- Classes ARE NOT part of a diversion program.
- Additional details regarding these retailer education activities:
 - An Administrative Analyst will develop twice-yearly educational materials for licensed tobacco retailers, focusing on youth tobacco dangers and compliance. These materials will be clear, evidence-based, and targeted. The "Dangers of Tobacco Use by Youth" section will cover health risks and long-term effects, while the "Tobacco Retailer Compliance" section will include laws, enforcement, penalties, and retailer duties.

Enforcement Officer Education

Not Applicable

Prosecution

- Not Applicable
 - All cases of tobacco sales to minors will be forwarded to the Santa Cruz County District
 Attorney's Office. The Capitola Police will cooperate with the DA to prosecute retail
 workers selling to minors and adults buying for minors.

Task Force

Not Applicable

Other Activities

Not Applicable

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PARTNERING AGENCIES

Based upon the proposal submitted and any subsequent modifications approved by DOJ, the following agencies are expected to partner with and support the activities and fulfillment of goals referenced above:

• Santa Cruz County District Attorney's Office

Please notify your Grant Program Officer of any proposed changes to partnering agencies, particularly if they are included within your budget.

11/19/2025 Page 4 of 4

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ACCEPTING
GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF JUSTICE TOBACCO
GRANT PROGRAM TO SUPPORT TOBACCO ENFORCEMENT AND EDUCATION
AND AMENDING THE FISCAL YEAR 2025-26 BUDGET

WHEREAS, the California Department of Justice administers the Tobacco Grant Program to support local law enforcement agencies in preventing illegal tobacco sales by retailers and reducing youth accessibility to tobacco products; and

WHEREAS, the Capitola Police Department has been awarded a total of \$55,378 from the California Department of Justice Tobacco Grant Program to support tobacco retail enforcement and retailer-focused education during the 2025-26 fiscal year; and

WHEREAS, the grant award provides funding for enforcement operations targeting unlawful tobacco sales, development and delivery of educational materials and on-site retailer education, and the purchase of equipment to support these efforts, all in accordance with grant objectives to limit youth access and ensure compliance with state and local tobacco laws;

WHEREAS, the grant funds will be used exclusively for staff hours and necessary equipment for enforcement and education efforts, with no local match required and no fiscal impact on the City's General Fund; and

WHEREAS, it is necessary to amend the Fiscal Year 2025-26 Adopted Budget to accept and appropriate the grant funds according to the grant agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Capitola accepts the \$55,378 award from the California Department of Justice Tobacco Grant Program and authorizes an amendment to the fiscal year 2025-26 General Fund operating budget to increase revenues and expenditures by \$55,378 for tobacco retail enforcement operations, retailer education, and the purchase of equipment necessary to carry out the grant objectives.

BE IT FURTHER RESOLVED by the City Council of the City of Capitola that the 2025-26 Fiscal Year Budget is hereby amended, including Exhibit A (Budget Amendment) to this Resolution and that the Finance Director is directed to enter the budget into the City's accounting records in accordance with appropriate accounting practices, and the City Manager, with the Finance Director's assistance, shall assure compliance therewith.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 11th day of December 2025, by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	,
	Joe Clarke, Mayor
ATTEST:	
	_
Julia Gautho, City Clerk	



Budget Adjustment Request

12/02/2025

Requesting Department *

Police

Type of Adjustment

- Administrative
- Council

Item #

Council Date

12/11/2025

Council Approval

Revenues

Account Number	Account Description	Increase/Decrease
1000-20-20-000-3320.100	State Grants - Operating	\$55,378.00

Total Revenues

\$55,378.00

Expenditures

Account Number	Account Description	Increase/Decrease
1000-20-20-000-4130.200	Overtime - Grant Funded	\$55,378.00

Total Expenditures

\$55,378.00

Net Impact

\$0.00

Purpose

To accept and appropriate CA. Dept. of Justice Tobacco Grant program funds.

Department Head Approval



Item 8 K.

Finance Director Approval

Tim Malberg

City Manager Approval

Jamie Goldstein

Action History (all history times shown in Pacific Standard Time)		
Submit	by Jim Malberg 12/2/2025 2:50:17 pm (Budget Amendment Request Submitted)	

Approve by Sarah Ryan 12/2/2025 3:16:19 pm (Routed to PD)

• Sarah Ryan assigned the task to Sarah Ryan 12/2/2025 3:16:08 pm

 The task was assigned to Leo Moreno, Pedro Zamora & Sarah Ryan 12/2/2025 2:50:17 pm

Approve (send to CM for approval)

by Jim Malberg 12/2/2025 3:17:24 pm (Routed to Finance Director)

• The task was assigned to Jim Malberg 12/2/2025 3:16:19 pm

Approve (return to Finance for processing)

by Jamie Goldstein 12/5/2025 5:07:14 pm (Routed to CM for final approval)

• The task was assigned to Jamie Goldstein 12/2/2025 3:17:24 pm

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Administrative Services Department

Subject: Temporary/Hourly Employee Pay Schedule



Recommended Action: Adopt a resolution amending the temporary/hourly employee pay schedule.

<u>Background</u>: The City of Capitola employs temporary/hourly employees to provide services for the community. Most of these positions are within the Community Services and Recreation Department, though other City departments also occasionally employ temporary/hourly workers. Temporary employees work either part-time or on a seasonal basis for a limited number of hours per fiscal year and are not regular City employees. Temporary employees are not represented by any union, are not subject to any existing memoranda of understanding (MOU) and are not eligible for City healthcare or pension benefits. For this reason, any wage increases are enacted by City Council action separate from the adoption of MOUs for other City bargaining groups.

<u>Discussion</u>: The City Council last adjusted the temporary pay schedule in January 2025 to maintain compliance with California minimum wage requirements. The California minimum wage is increasing to \$16.90 per hour from \$16.50 per hour on January 1, 2026. In order to maintain compliance with the California minimum wage, staff recommends increasing the temporary/hourly pay schedule by 2.49% which is the San Francisco Bay Area Consumer Price Index (CPI) from Aug. 2024 – Aug. 2025. It should be noted that October CPI data is currently unavailable due to the federal government shutdown.

The proposed 2.49% increase will also keep the City's temporary/hourly pay schedule competitive with other public agencies within the region.

No classifications are being added to the schedule. If approved, the salary schedule (Attachment 2) will take effect on January 1, 2026.

<u>Fiscal Impact</u>: The 2.49% increase to the temporary/hourly employee pay schedule was anticipated when preparing for the Fiscal Year 2025-26 Budget; the adopted budget accounts for this increase.

Attachments:

- 1. Resolution
- 2. Proposed pay schedule

Report Prepared By: Jim Malberg, Administrative Services Director

Reviewed By: Julia Gautho, City Clerk;

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AMENDING THE HOURLY/SEASONAL EMPLOYEE PAY SCHEDULES EFFECTIVE JANUARY 1, 2026

WHEREAS, the City Council sets the compensation rates for hourly and temporary employment positions; and

WHEREAS, the City Council last amended the Temporary /Hourly Pay Schedule (Pay Schedule, attached as Exhibit "A") by Resolution No. 4408 on December 12, 2024, which amended the Pay Schedule to comply with California minimum wage requirements.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Capitola approves as follows:

1. The Temporary/Hourly Pay Schedule attached hereto as Exhibit "A," is amended as shown in the Exhibit.

BE IT FURTHER RESOLVED that this Resolution becomes effective on January 1, 2026.

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 11th day of December 2025, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:	
ATTEST:	Joe Clarke, Capitola Mayor
Julia Gautho, City Clerk	

Effective January 1, 2026 (for approval 12-11-25)						
POSITION	0	1	2	3		
Intern	18.60	19.53	20.50	21.53		
Beach Lifeguard / Junior Lifeguard Instructor	21.63	22.71	23.84	25.03		
Lifeguard Lieutenant / Junior Lifeguard Assistant Coordinator	25.03	26.29	27.60	28.98		
Junior Lifeguard Coordinator	28.98	30.43	31.95	33.55		
Recreation Leader I	17.76	18.65	19.59	20.57		
Recreation Leader II	21.59	22.67	23.81	25.00		
Recreation Program Assistant Coordinator	23.81	25.00	26.25	27.56		
Recreation Program Coordinator	26.25	27.56	28.94	30.38		
Recreation Facility Assistant	16.92	17.76	18.65	19.59		
Recreation Specialist I	26.80	28.22	29.70	31.27		
Recreation Specialist II	32.90	34.64	36.47	38.38		
POSITION						
Retired Annuitant	Salary will be equivalent to	the position for which	n the individua	l is working in as pe	r the CALPERS regulati	ons.
Retired Annuitant Officer	Salary will be equivalent to	the position for which	n the individua	l is working in as pe	r the CALPERS regulati	ons.
	However, retired Capitola	Police Officers who ap	ply and are acc	epted as Annuitant	Officers	
	will be paid an hourly wage	e consistent with Step	F of the Police	Officer salary range	e.	
Reserve Officer Level I	Automatically adjusts to 20	0% below the Police Of	fficer Pay Scale			
Reserve Officer Level II	Automatically adjusts to 20	0% below the Level I R	eserve Officer I	Pay Scale		
Seasonal Recreation Assistant	Salary will be equivalent to the position of Recreation Assistant					
Part-Time Parking Enforcement Officer	Salary will be equivalent to	the position of Parkin	g Enforcement	: Officer		
Police Records Technician	Salary will be equivalent to	the position of Police	Records Techr	nician		

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: City Manager Department

Subject: Watsonville Community Hospital Grant Funding Support



<u>Recommended Action</u>: Authorize the Mayor to send a letter to the state legislature supporting Watsonville Community Hospital's prioritization for Rural Health Transformation Program funding and designation as a regional hub hospital.

<u>Background</u>: Watsonville Community Hospital (WCH) is one of two hospitals serving residents of Santa Cruz County. In 2021, WCH filed for Chapter 11 bankruptcy. In anticipation of the imminent closure of the community Hospital, a not-for-profit 501(c)(3) was created to advocate for community-led healthcare services by forming a health care district and purchasing WCH to transition it to community ownership and governance.

The nonprofit, the Pajaro Valley Healthcare District Project (PVHDP), is governed by a Board of Directors that includes leadership representing Santa Cruz County, the City of Watsonville, Community Health Trust of Pajaro Valley, and Salud Para La Gente.

In 2022, the City of Capitola supported the purchase of the Hospital by the PVHDP by entering into a short-term loan agreement in the total amount of \$5 million. The loan was repaid within 60 days.

On December 3, 2025, WCH approached the City with a request for a letter of support for Rural Health Transformation Program funding. Letters must be submitted by the end of December 2025.

<u>Discussion</u>: Watsonville Community Hospital (WCH) is the primary acute-care, maternity, and emergency facility serving approximately 93,000 residents across Santa Cruz, Monterey, and San Benito counties. With roughly 35,000 annual emergency department visits and 800 births, WCH is a critical safety-net provider for a largely Medi-Cal, uninsured, or underinsured population.

Since transitioning to public ownership in September 2022, WCH has stabilized operations, improved quality metrics, and strengthened partnerships. However, the hospital continues to face structural vulnerabilities common to rural facilities, including staffing shortages, deferred maintenance, and recent cybersecurity and operational challenges.

The Rural Health Transformation (RHT) Program was created under H.R. 1 / Public Law 119-21, enacted on July 4, 2025, as part of the federal government's "largest investment in rural health care." The program allocates \$50 billion to states over five years (FFY 2026–2030) to strengthen rural health systems and ensure equitable access to high-quality care.

RHT funding is designed to help rural hospitals modernize facilities, stabilize operations, expand workforce capacity, implement innovative care models, and adopt technology-driven solutions such as telehealth and data systems. Funding is intended to transform rural care delivery, not supplant Medicare/Medicaid, and supports hospitals, clinics, FQHCs, and other rural providers.

In California, the Department of Health Care Access and Information (HCAI) manages the state application and allocation process. The vision of the California RHT (CA-RHT) program is a connected, resilient rural health system in which every rural and frontier Californian can access timely, personcentered primary, maternal, specialty, chronic condition, and behavioral health care close to home, supported by a sustainable workforce, modern technology, and data infrastructure. The program develops regional coordination and partnerships, applies evidence-based care, deploys tools for low-resource settings, and aligns sustainable payment to fund local readiness and healthcare services.

RHT Program funding would enable WCH to:

- Stabilize operations and ensure continued access to emergency and maternity care.
- Expand primary and specialty care capacity through clinics and partnerships with regional health providers.
- Modernize facilities, implement technology-driven solutions, and strengthen workforce development in alignment with HCAI priorities.
- Support long-term sustainability and regional hub designation, reducing the risk of service disruption for vulnerable populations and regional economic sectors.

Prioritizing WCH aligns with RHT goals of improving access to care, advancing workforce development, strengthening local partnerships, supporting technology-driven solutions, and ensuring sustainable rural hospital operations.

WCH has requested a letter of support from the City Council, which staff has placed on the City Council agenda for consideration and approval.

Fiscal Impact: There is no fiscal impact associated with the recommended action.

Attachments:

1. Letter of Support

Report Prepared By: Julia Gautho, City Clerk Approved By: Jamie Goldstein, City Manager





Capitola, California 95010 Telephone: (831) 475-7300 FAX: (831) 479-8879

Website: http://www.cityofcapitola.org

December 12, 2025

To:

The Honorable Robert Rivas, Speaker of the California State Assembly (27th Assembly District) The Honorable John Laird, California State Senator (17th Senate District) The Honorable Dawn Addis, California State Assemblymember (30th Assembly District) Leaders, California Department of Health Care Access and Information (HCAI)

CC: The Honorable Zoe Lofgren, U.S. House of Representatives (19th Congressional District) CC: The Honorable Jimmy Panetta, U.S. House of Representatives (20th Congressional District)

CC: Stephen Gray, Chief Executive Officer, Pajaro Valley Health Care District

Subject: Urgent Support for Watsonville Community Hospital and the Pajaro Valley Health Care District

On behalf of the City of Capitola, we write to express our strong support for the Pajaro Valley Health Care District (PVHCD) and its sole acute-care facility, Watsonville Community Hospital (WCH), and to urge your continued investment in this essential regional resource.

WCH serves approximately 93,000 residents across Santa Cruz, Monterey, and San Benito counties, providing nearly 35,000 emergency visits and about 800 births annually, the highest in Santa Cruz County. Its patient population is predominantly Medi-Cal, government-insured, or uninsured. WCH is a critical hub for emergency, maternity, and acute-care services, serving rural and medically underserved populations. Nearby hospitals, including Dominican Hospital and Natividad Medical Center, already operate at or near capacity.

Any reduction or closure of WCH services would strain neighboring hospitals, increase travel times, overcrowd emergency departments, delay urgent care, and worsen health outcomes.

Since its transition to public ownership in 2022, WCH has made significant progress rebuilding operations, strengthening services, and upgrading infrastructure with voter support through Measure N. Nonetheless, challenges—including a cyberattack, clinician departures, and long-deferred maintenance—threaten stability, and federal reforms under H.R. 1 add new pressures to rural safety-net hospitals.

The District has developed a community-grounded strategy to stabilize and modernize WCH, including expanding specialty and primary care, advancing telehealth, strengthening partnerships with local providers, and workforce development initiatives with Cabrillo College, the Morehouse School of Medicine Dominican Family Medicine Residency Program, and the forthcoming UCSC/UC Davis medical school.

To successfully execute this strategy—and preserve essential hospital services—targeted investment through the State of California's Rural Health Transformation Program (RHTP), including transformation payments and consideration as a regional hub hospital, is urgently





Capitola, California 95010 Telephone: (831) 475-7300

FAX: (831) 479-8879 Website: http://www.cityofcapitola.org

needed. We respectfully urge your office to prioritize WCH for these resources to ensure long-term access to quality care, health equity, and economic stability for our region.

Thank you for your consideration and commitment to supporting the health and wellbeing of our community.

Sincerely,

Joe Clarke, Mayor City of Capitola <u>jclarke@ci.capitola.ca.us</u> <u>citycouncil@ci.capitola.ca.us</u>

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: City Manager Department

Subject: First Amendment to Municipal Wharf Lease Agreement



<u>Recommended Action</u>: Authorize the City Manager to execute the First Amendment to the Municipal Wharf Lease Agreement with TTD, LLC. in substantially similar form, as approved by the City Attorney, as the attached agreement.

<u>Background</u>: Since the 1980s and until 2023, Capitola Wharf was the location of two City-owned buildings that typically hosted the Wharf House Restaurant and Capitola Boat and Bait Shop.

The City's long-term lease with JFS Incorporated (Boat and Bait) was originally signed in 2014. The Capitola Wharf experienced significant storm damage through multiple storm events in 2023. In February 2024, 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.

Capitola residents and the greater community voiced interest in a fishing concession returning to the Capitola Wharf. In 2024, staff worked directly with JFS Incorporated to determine options for a temporary boat and bait concession on Capitola Wharf, as directed by the City Council. The Wharf reopened for public access in late summer 2024.

On June 14, 2024, the City Council approved a short-term use agreement between the City of Capitola and JFS Incorporated (dba Boat and Bait) to provide the same concessions to the public as in previous leases for a term of eighteen months. That agreement outlines the following allowances and requirements:

- A license area of approximately 2,500 square feet on Capitola Wharf
- Installation and operation of 8 to 60 moorings
- Operation of the boat hoist
- Boat rentals and repairs
- Operation of the water taxi
- Operation of a bait and tackle shop (includes selling bottled beverages and packaged snacks)

Under the short-term use agreement, rent commenced on January 1, 2025, at an annual rate of \$24,000. The agreement expires on December 31, 2025.

<u>Discussion</u>: Boat and Bait business owners have incorporated their business under a new name, TTD, LLC., and are interested in a one-year extension to their current agreement with minimal changes to the lease. In addition, the long-term Wharf Master Plan is still under development.

After discussing this with business owners, City staff proposes a one-year extension with these minor modifications to the agreement:

- 416 square feet of additional license area, charged at the same rate as the current lease
- Liquidated damages provisions added to facilitate lease compliance, and structured as follows:
 - Warning for initial non-compliance of lease terms, followed by fines of \$100, \$200, and \$300 for the first, second, and third offenses, respectively.
- Clarification added to the Wharf Closure Provision for Special Events to allow the City to close
 the Wharf for up to five full days per year, not including the Monte Foundation Fireworks Show,
 which will be specifically referenced in the agreement. The lease will maintain the ability of the
 City to close the Wharf to protect public safety, primarily due to weather events, without limitations.

The proposed rental rate includes a CPI adjustment applied to the current rate for the one-year extension. Attachment 1 includes the proposed amendment to the 2024 agreement.

If this one-year extension and amendment is approved by the City Council, staff intends to install a semipermanent and attractive marker (such as a metal starfish, flush with the Wharf decking) to indicate Boat and Bait's approved license area boundaries.

<u>Fiscal Impact</u>: The proposed annual rent is approximately \$28,000. This includes the additional 416 square feet and a CPI adjustment of 2.49%, the San Francisco Bay Area Consumer Price Index (CPI) from August 2024 to August 2025. This CPI data is the most recently published; October CPI data is currently unavailable due to the federal government shutdown.

Attachments:

- 1. Proposed First Amendment to Municipal Wharf Lease Agreement with lease area diagram
- 2. 2024 Short-Term Use Agreement

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

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

Approved By: Jamie Goldstein, City Manager

FIRST AMENDMENT TO MUNICIPAL WHARF LEASE AGREEMENT

This First Amendment to Muni-	cipal Wharf Lease Agreement ("Amendment") is made
and entered into effective as of	, 2025, by and between the City of Capitola, a
California municipal corporation ("Lan	ndlord"), and TDD, LLC, a California limited liability
company ("Tenant").	

RECITALS

- A. Landlord, and Tenant's predecessor in interest, JFS, Inc., California corporation, are parties to that certain Municipal Wharf Lease Agreement dated June 24, 2024 ("Agreement"), pursuant to which Landlord, among other things, leased to Tenant the Premises described in the Agreement.
- B. The Term of the Agreement expires on December 31, 2025, and Landlord and Tenant desire to extend the Term, as described herein.
- C. Landlord and Tenant also desire to amend certain other terms and conditions of the Agreement, as described in this Amendment.
- D. Defined terms used herein and not otherwise defined shall have the meaning given to them in the Agreement.
- NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

- 1. <u>Tenant</u>. Effective as of the date of this Amendment, all references to Tenant in the Agreement, as amended hereby, shall refer to TDD, LLC, a California limited liability company.
- 2. <u>Term.</u> The Term of the Agreement shall be extended for a period of twelve (12) months, such that the extended term commences on January 1, 2026 ("Extension Commencement Date") and continues until December 31, 2026 ("Extension Term").
- 3. <u>Premises Floor Area</u>. The description of the Premises Floor Area set out in Section 1.05 of the Agreement is deleted in its entirety and replaced with the following in order to incorporate an additional 416 square feet of space located on the Wharf:
 - "A total of approximately 2,938 square feet, including 1,332 square feet on the Wharf, the two 20" long shipping Containers, the existing shed, the Additional Storage Shed, and the approximately 25 square feet Fuel Shed, all as depicted on Exhibit A."
- 4. Rent.

(a) During the Extension Term, the Annual Rent shall increase effective as of the Extension Commencement Date with reference to the Consumer Price Index ("CPI") to be adjusted as follows ("CPI Adjustment Amount"):

CPI shall be determined with reference to the Consumer Price Index, All Urban Consumer, San Francisco-Oakland, California, published by the United States Department of Labor, Bureau of Labor Statistics ("Index") in effect on the Commencement Date ("Beginning **Index**"). The Index published most immediately preceding the Extension Commencement Date ("Extension Index") will be used to determine the CPI Adjustment Amount. If the Extension Index has increased over the Beginning Index, the CPI Adjustment Amount shall be the product of the Annual Rent in effect during the immediately preceding original Term multiplied by the "CPI Fraction." The CPI Fraction shall be a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. If the Index changes so that the base year differs from that in effect on the Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during after the Commencement Date, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Notwithstanding the foregoing, in no event shall the Annual Rent for the Extension Term be less than the Annual Rent for the original Term.

(b)	The CPI Adjustment has been determined to be pe	ercent (%), which means
that the Annua	al Rent during the Extension Term, taking into account the	he CPI Adjustment
Amount and the	the total Premises Floor Area of 2,938 square feet, is \$	and the Monthly
Rent during th	he Extension Term is \$	

5. <u>Premises</u>. The definition of Premises set out in Section 2.02 of the Agreement is deleted in its entirety and replaced with the following:

"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, the Fuel Shed and 1,132 square feet of wharf space (collectively, "Premises"), all 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."

Further, <u>Exhibit A</u> attached to the Agreement is replaced in its entirety with the version of Exhibit A attached to this Amendment.

6. <u>Reservations</u>. Section 2.03(b) of the Agreement shall be deleted in it entirety and replaced with the following:

2

"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: (i) to protect public safety, and (ii) for City of Capitola sponsored events and gatherings, including a maximum of five (5) days during a calendar year for any event, and one (1) additional day for the Annual Monte Foundation Fireworks Show, typically held the second Sunday in October. In connection with such closures, Tenant shall have no right to any abatement of Rent (including Annual Rent, Monthly Rent and/or Additional Rent)."

- 7. <u>Insurance</u>. On or prior to the Extension Commencement Date, Tenant shall deliver to Landlord a certificate(s) of insurance evidencing to Landlord's reasonable satisfaction that Tenant has in effect all insurance coverages described in Article 12 of the Agreement. Landlord's receipt from Tenant of such reasonably acceptable insurance certificate(s) is a condition precedent to the effectiveness of this Amendment and the Extension Term.
- 8. Remedies. The following is added to the Agreement as Section 13.03(h):

"In the event of any breach by Tenant of the Agreement, in addition to other rights or remedies of Landlord at law, in equity or under the Agreement, Landlord shall have the right, as an additional remedy, to charge Tenant the following fees in connection with a breach:

- First written warning for breach \$0
- Second written warning for breach \$100
- Third written warning for breach \$200
- Fourth written warning for breach \$300."
- 9. <u>Agreement</u>. Except as modified by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect.
- 10. <u>Counterparts</u>. This Amendment may be executed in counterparts and/or by electronic signature, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement effective as of the date first written above.

LANDLORD:	TENANT:
The City of Capitola, a California municipal corporation	TDD, LLC, a California limited liability company
D	Ву:
By: Jamie Goldstein, City Manager	Name:
	Title:
Approved as to form:	By:
By: Marc Tran, City Attorney	Name:
	Title:

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



Item 8 N.

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

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EXHIBITS

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Exhibit B - License Area

Exhibit C - Mooring Area

MUNICIPAL WHARF LEASE AGREEMENT

THIS MUNICIPAL WHARF LEASE AGREEMENT ("**Agreement**") is made this 13 day of June, 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.** <u>Premises</u>. 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.** <u>Premises Floor Area</u>. 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.** <u>Use of Premises</u>. 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. <u>Use of License Area</u>. Storage, launching, and retrieval of fishing boats and loading and unloading of boat rental customers; the mooring operations described in <u>Section 3.02</u>; boat shuttle service to and from moored boats; and storage of a small amount of associated fuel, oil, gear and equipment (<u>Section 3.01</u> and <u>3.02</u>) (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.** <u>Condition of Premises</u>: 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.** <u>License Area</u>. 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 <u>Exhibit B</u> 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 <u>Section 2.03(b)</u>.
- **3.04.** <u>Maintenance</u>. 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 too 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 <u>Section 5.02(b)</u>. 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.** <u>Deemed Assignment</u>. 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.** <u>Involuntary Assignment</u>. 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.** <u>Unauthorized Assignment or Sublease</u>. 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. <u>Use of Premises and License Area.</u>

- (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 apparati, 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. <u>Licenses, Permits and Approvals</u>. 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.
- If Tenant breaches any of its obligation stated herein, or if the presence (b) 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.** <u>Notices</u>. 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. <u>Trade Fixtures</u>. 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.** <u>Utility Charges</u>. 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. <u>Interruption</u>. 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. <u>Indemnification</u>. 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.** <u>Insurance Requirements</u>. 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.** <u>Tenant's Failure To Maintain Insurance</u>. 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.
- 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. <u>Notice by Tenant</u>. 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 <u>Section 8.02</u>, 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 <u>Section 14</u>, 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. <u>Tenant's Duty to Repair or Replace</u>. 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.** <u>Additional Documents</u>. 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. <u>Attorneys' Fees</u>. 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.** <u>Liability to Successors</u>. 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.** <u>Notices</u>. 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. <u>Waiver</u>. 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.** <u>Accord and Satisfaction</u>. 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.** <u>Authority</u>. 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.** <u>Discrimination</u>. 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. <u>Signs</u>. 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.** <u>Recordation</u>. 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

Item 8 N.

may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises or License Area inspected by a CASp: (i) Tenant must notify Landlord on or before the date when Tenant executes this Agreement pursuant to the election below; (ii) the inspection will be at Tenant's sole cost and expense; (iii) the inspection must be scheduled through Landlord; (iv) any repairs or modifications necessary to correct any violation of construction-related accessibility standards that is noted in the CASp report shall be Tenant's responsibility; and (v) Tenant must provide a copy of the CASp report to Landlord on completion. By initialing below, Tenant represents that:

Tenant wishes to have a CASp inspection of the Premises Initials:

Tenant hereby waives its right a CASp inspection of the Premises Initials:

SIGNATURE PAGE FOLLOWS

Item 8 N.

The parties have executed this Agreement as of the date first written above.

LANDLORD:

City of Capitola,
a California municipal corporation

By: Jamie Goldstein

Jamie Goldstein

City Manager

TENANT:

JFS, Inc., a California Corporation

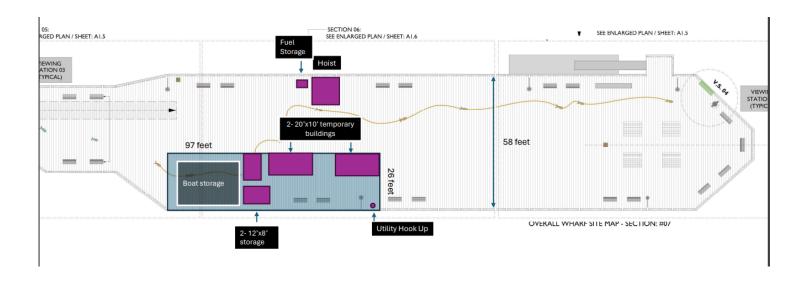
APPROVED AS TO FORM

	Signed by:				
By:	Samantha Eutler				
Samantha Zutler					
City Attorn	ney				

7/29/2024 Date: _____

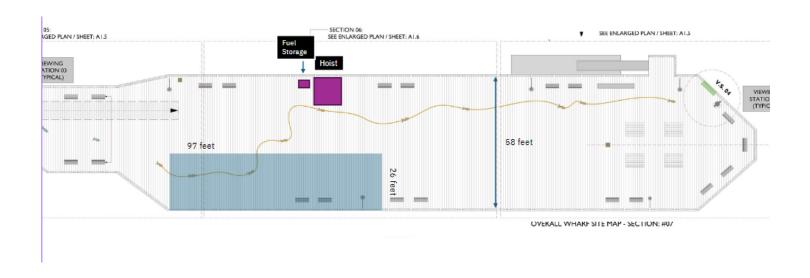
Exhibit A

Location of Premises and License Area on Wharf, including locations of Containers, Existing Storage Shed, Additional Storage Shed and Fuel Shed



4863-2720-3256 v7 EXHIBIT A

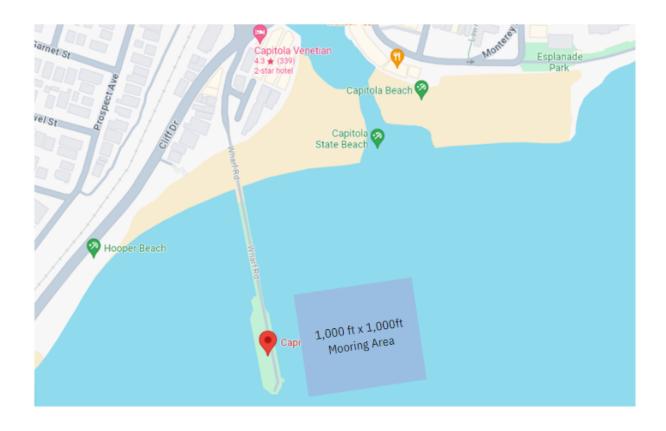
Exhibit B Depiction of License Area



4863-2720-3256 v7 EXHIBIT B

Exhibit C

Depiction of Mooring Area



4863-2720-3256 v7 EXHIBIT C

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Police Department

Subject: Regional Interoperable Next Generation Radio System



<u>Recommended Action</u>: Approve the City of Capitola's participation in the Regional Interoperable Next Generation (RING) Radio System by (1) authorizing the City Manager to execute the Master Service and Governance Agreement with the County of Santa Cruz and partner agencies and (2) designating the City Manager to serve as the City's voting member on the RING Executive Committee.

<u>Background</u>: Public safety and emergency response in Santa Cruz County rely heavily on two-way radio communication among police, fire, emergency medical, and public works personnel. The existing radio systems used in Capitola, the County, other cities, and the University of California Santa Cruz (UCSC) were designed and built decades ago. These legacy systems are now fragmented, technically obsolete, and increasingly unreliable. They lack interoperability between agencies, are non-compliant with the California Department of Justice (DOJ) encryption standards for law enforcement and fail to provide consistent coverage across the both City's and region's diverse topography.

To address these issues, the County of Santa Cruz has led the development of the Regional Interoperable Next Generation (RING) Radio System, a countywide, unified radio communications network built on the nationally recognized Project 25 (P25) digital standard. The new RING system will replace existing independent systems with a single, secure platform supporting all public safety and municipal operations across the County, all cities, and UCSC.

The RING system represents a transformational investment in public safety and regional resilience. By joining now, Capitola secures its position as a core partner in a unified, modern communications system that will serve all residents and public service departments for decades.

<u>Discussion</u>: Currently, each jurisdiction operates separate and ageing systems with limited compatibility. During critical incidents—such as wildfires, floods, or law-enforcement operations – these gaps in communication hinder coordination and pose direct risks to public safety personnel and residents. The RING system eliminates these barriers by providing a shared platform for all agencies, enabling seamless, encrypted communication across jurisdictions, departments, and disciplines.

RING is designed to be a mission-critical, P25-compliant digital system that supports both voice and data transmission. It will provide enhanced interoperability among all police, fire, and emergency service agencies, expanded coverage countywide, improved reliability and redundancy, encryption compliance with California DOJ standards, and shared governance with transparent cost allocation.

The County awarded the system implementation contract to E.F. Johnson Company (JVCKenwood) in early November 2025 following a competitive RFP process. The project budget totals approximately \$28.3 million, covering infrastructure, subscriber equipment, warranties, and long-term support.

The governance framework is established through the Master Service and Governance Agreement (MSGA). Under the MSGA:

 The County of Santa Cruz will serve as the fiscal agent and operational lead, managing contracts, system maintenance, and financial administration.

- Member agencies retain ownership of existing infrastructure while agreeing to shared standards and participation in joint governance.
- The Executive Committee, composed of the City Managers and the County Administrative Officer, oversees policy, budget approval, and capital planning.
- Advisory bodies, including a Technical Advisory Group (TAG) and a Regional Subscriber Group (RSG), ensure operational and technical collaboration.

Participation in RING provides substantial benefits to the City, including:

- Enhanced public safety and reliability during emergencies.
- Cost efficiency through shared infrastructure and maintenance.
- Regulatory compliance with DOJ encryption and FCC standards.
- Equal representation in governance and fiscal decisions.
- A future-ready communications platform supporting decades of service.

Without participation, the City would continue to bear escalating costs to maintain obsolete systems and remain isolated from countywide interoperability improvements.

<u>Fiscal Impact</u>: The City's total financial participation will consist of annual operational and capital fees based on the number of radio units assigned to the City. Staff estimates the City has 47 active radio units, or roughly 2% of the current system. Five-year cost projections are shown below. Attachment 3 has fiscal cost projections through 2039. The Planned FY 2027 Budget includes \$50,000 for the RING project.

	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Projected costs	\$ 48,256	\$ 49,640	\$ 90,078	\$ 113,043	\$ 115,293

The RING Member agencies have all agreed to jointly pursue available state and federal grants to offset local costs where possible. If successful, those grants would reduce the City's projected costs.

Attachments:

- 1. 2025 RING System Master Service Governance Agreement
- 2. RING Financial Summary

Report Prepared By: Sarah Ryan, Chief of Police

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

Regional Interoperable Next Generation Radio System

Capitola City Council Meeting

December 11, 2025





Sarah Ryan, Chief of Police Jim Frawley, RING Lead Consultant

Regional Interoperability Next Generation (RING)



Today's Recommendation:

✓ Approve Master Service and Governance Agreement to establish a regional radio system

RING OVERVIEW

RING Overview

RING Radio System

Next Gen Radio Upgrade

Regional Governance

Deploying a P25 Digital Trunked System Capital Lease Equipment Financing Plan

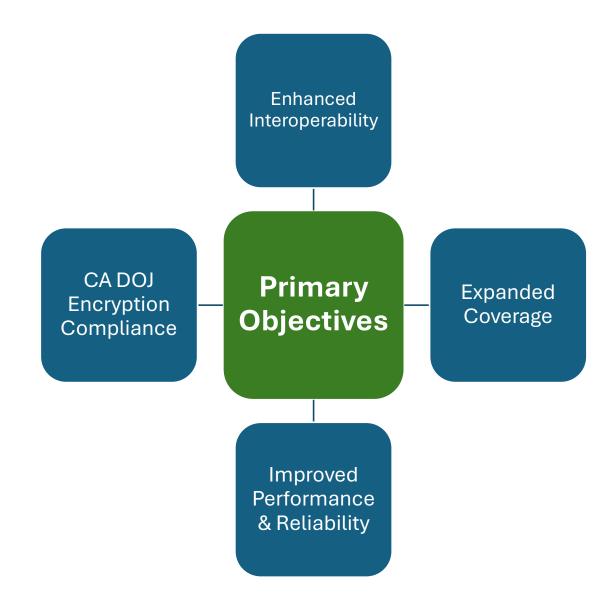
Master Service Agreement Cost Allocation Model

Radio Shop Operations

RING OVERVIEW

RING is a digital radio communications platform that will serve as unified communication platform for

- Public Safety
- Municipal Services
- Regional Partners
- County Services



RING Work to Date

Initial System Assessment & Feasibility Study Developed System
Technical
Requirements and
Project Scope

Released Project RFP

Conducted Current System Stabilization

Developed Regional Governance Framework

Developed Funding
Plan and Cost
Allocation Model

Council Approve
Governance
Agreement, Award
Contract, Approve
Project Financing

Next Gen System Buildout & Testing

RING is Live

RING Master Service and Governance Agreement



RING Master Service and Governance Agreement

Member Agencies

Governance

Regional

Cost Allocation

Roles and Responsibilities

Operational Standards

Lifecyle & Flexibility

Risk & Liability Protections

RING Governance

Tiered Participation

Member Agencies

- Signers of MSGA
- Participate in Executive Committee
- Responsible for capital & operational costs

Subscriber Agencies

- Connect to RING system but not members of the MSGA
- Subject to a one-time connection fee
- Charged operational fee
- Can participate in advisory groups

Executive
Committee
| Member
Agencies

Technical Advisory Group

Regional Users Group

RING Cost Allocation

Unit-based formula:

More radios = larger share of cost.

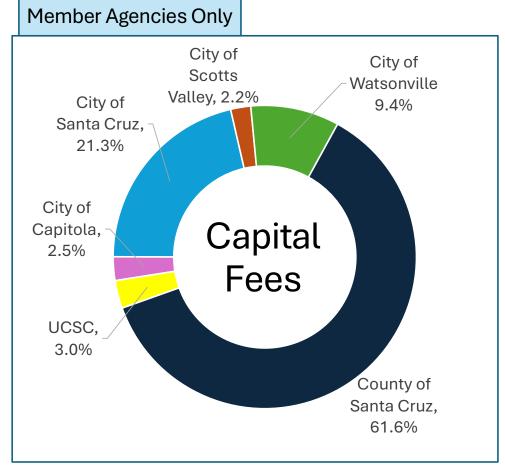
Capital Expenditures Fee # of Member Units

Advantages:

- ✓ Agency Control
- ✓ Proportionality
- ✓ Predictability
- ✓ Audit & Inventory Ready
- ✓ Alignment to Capital Investments

Projected Cost Allocation

Tojected Cost Attocation



Member & Subscriber Agencies



RING P25 Upgrade

Phase 1: Dispatch Consoles & Microwave (Jan 2026 – Nov 2026) Phase 2: Radio Infrastructure Deployment (Dec 2026 – Jun 2028) Phase 3: Final Testing, Cutover, and Acceptance (Jul 2028 – Dec 2028)



Fiscal Impact



	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Projected Costs	\$48,256	\$49,640	\$90,078	\$113,043	\$115,293

NTA CRUZ COUNTY RING

Upon City Council approval and contract execution, system deployment will begin immediately.

Work with Subscriber Agencies on connection and service agreements

Continue to seek out additional external revenue opportunities to offset costs and reduce fees.

The buildout is expected to take 2.5 to 3 years, with phased migration of agencies as new sites come online.

The system is expected to be fully operational by the end of 2028.

A TEAM EFFORT -Thank You-



















Recommended Action

Approve Capitola's participation in Regional Interoperable Next Generation (RING) Radio System by:

- (1) Authorizing City Manager to execute Master Service and Governance Agreement with County of Santa Cruz and partner agencies
- (2) Designating City Manager to serve as City's voting member on RING Executive Committee.

QUESTIONS





Capitola City Council Agenda Report

Meeting: December 11, 2025

From: Public Works Department

Subject: Phase 1 Conceptual Design – Grand Avenue Pathway



Recommended Action: Authorize the City Manager to execute a professional services agreement with SSA Landscape Architects, Inc. for Phase 1 Conceptual Design of the Grand Avenue Pathway in an amount not to exceed \$13,000, with funding from the Capital Improvement Program (CIP) Fund. (Continued from November 13, 2025, City Council meeting)

<u>Background:</u> On October 23, 2025, the City Council reviewed the findings of the Pacific Crest Engineering report and discussed options for restoring a safe pedestrian route along Grand Avenue. The report confirmed that ongoing bluff retreat and drainage issues continue to threaten the existing pathway but indicated a relocated and narrower alignment, set as far inland as possible, could provide an interim public access solution with an expected usable life of several years.

Following that discussion, staff obtained a proposal from SSA Landscape Architects, Inc., a firm with experience in coastal access and pathway design. The proposal outlines a phased approach, with Phase 1 consisting of conceptual alignment work, basic grading considerations, and a preliminary cost estimate. Council first considered the contract on November 13, 2025, but continued the item to December 11 to allow for updated information on available funding, sales tax performance, and a legal evaluation of potential liability.

On November 13, staff prepared this item for Council consideration. The City Council voted to continue this item and requested that staff return with an updated assessment of sales tax.

Discussion:

Consultant Scope

To advance this effort, staff obtained a proposal from SSA Landscape Architects, Inc., a firm experienced in public access projects, including pathway design that integrates grading and drainage coordination. SSA's proposal (Attachment 1) includes a phased scope for design, permitting, and construction support.

Phase 1 – Conceptual Design will include the following:

- Kick-off meeting with staff to review goals and site conditions
- Topographic survey and preparation of a base map
- Development of initial pathway alignment, configuration, and materials
- Consideration of existing safety fencing and drainage improvements
- Final Conceptual Site Plan and Construction Cost Estimate

The consultant's fee for Phase 1 is \$13,000, inclusive of reimbursable expenses. Work under this phase is anticipated to take approximately 8–10 weeks from the date of authorization.

Future phases (construction documents, permitting support, and construction administration) are identified in SSA's proposal for reference but would return to Council future consideration once the conceptual design is complete.

<u>Fiscal Impact</u>: Council requested that staff return with an updated assessment of sales tax performance before committing additional capital funds. Current-year sales tax revenues are tracking close to budget expectations with no significant overages or shortfalls identified. Based on present information, staff does

not anticipate reductions to the existing CIP. Any new capital commitments, including this project, should continue to rely on reallocations within the CIP rather than additional General Fund contributions.

Authorizing Phase 1 requires \$13,000, which can be funded through reallocations within the Capital Improvement Program Fund, using reallocations from several existing projects identified as Council priorities during the FY 2025–26 budget development. If Council chooses to proceed with the full design effort, up to \$47,000 will be needed and can similarly be supported through CIP reallocations. No General Fund impact is expected.

Staff is proposing the existing Rectangular Rapid Flashing Beacon (RRFB) project at the west end of Stockton Bridge will remain unchanged, as it is a capital purchase. The Park Avenue project funds have been expended to cover a \$98,069.25 change order for bicycle safety striping under the annual Pavement Management Project and an upcoming purchase of a speed feedback sign for approximately \$25,000.

The original reallocations proposed as summarized below:

Funding Source	Current Budget	Proposed Amendment	Net Difference	
RRFB	\$10,000	No Change		
Esplanade Park	\$50,000	\$39,200	(-)\$10,800	
Park Avenue	\$60,000	No Change		
Monterey Park Playground	\$10,000	\$7,800	(-)\$2,200	
Economic Development	\$20,000	No Change		
Grand Avenue Pathway (NEW)	\$0	\$13,000	(+)\$13,000	
Total	\$150,000			

Additional possible non-CIP funding sources:

Funding Source	Available Funding		
City Councilmember Training Budget	\$15,000		
Employee Down Payment Assistance	\$18,500 – original allocation was \$100k. \$81,500 loan issued		
Contingency Reserve	Currently below funding target		
Emergency Reserve	Currently below funding target		
Facilities Reserve	Currently below funding target		
General Fund Balance	Currently below target balance		

Attachments:

1. SSA Landscape Architects Proposal – Grand Avenue Pathway Renovation (November 3, 2025)

Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk; Jim Malberg, Administrative Services Director; Marc Tran, City Attorney

Approved By: Jamie Goldstein, City Manager



LANDSCAPE ARCHITECTS, INC.

EXHIBIT A

LANDSCAPE ARCHITECTURALSERVICES FOR GRAND AVE PATHWAY RENOVATION

PROJECT UNDERSTANDING

This scope of work is based on a site meeting, with the goals and extent of work, and findings from Geotechnical memo from Pacific Crest Engineering dated April 3, 2025. The scope of this Project includes design for a new pedestrian pathway in compliance with ADA standards and codes and the recommendations by the Geotech. SSA Landscape Architects, Inc. (hereafter referred to as SSA) will prepare plans for the Project based on input and approval from the City of Capitola (hereafter referred to as the CLIENT). The extent of work is limited to Grand Avenue pathway between Oakland Avenue to Central Avenue.

Future phases of work will occur under a separate contract and have been included herein for CLIENT reference only. The outline for future phases of work will be revisited once the first phase has been completed. SSA will develop Construction Documents in compliance with the City of Capitola's design guidelines, regulations and requirements.

SCOPE OF WORK

PHASE ONE -CONCEPTUAL DESIGN

- 1. Attend a kick-off meeting with the CLIENT to review the program and goals.
- 2. Collect and review all available existing conditions and design information including City of Capitola design standards.
- 3. Initiate land surveyor to proceed with topographic survey
- 4. Prepare a base file in AutoCAD format
- 5. Prepare initial conceptual site plan to include the following program elements
 - a. Pathway location, configuration and material selections
 - b. Preliminary grades
 - c. Location of safety fence, previously designed and installed by community
- **6.** Prepare initial probable construction Cost Estimate.
- 7. Present Conceptual Site Plan to CLIENT in one meeting.
- 8. Update Conceptual Site Plan based on CLIENT comments.
- 9. Update Cost Estimate based on CLIENT comments.

Grand Avenue Pathway Renovation Landscape Architectural Services

Scope of Work – P25044.00 November 3, 2025 Page 2 of 4

- 10. Publish Final Conceptual Site Plan to CLIENT.
- 11. Coordinate and liaise with CLIENT via phone conference and emails.

Conceptual Design Phase Deliverables:

- 1. Preliminary Conceptual Site Plan
- 2. Final Conceptual Site Plan
- 3. One (1) project kick-off meeting with CLIENT
- 4. One (1) presentation meeting with CLIENT

PHASE TWO -CONSTRUCTION DOCUMENTS

1. Prepare 95% Construction Documents: Based on approved plans from the Conceptual Design phase and conditions of approval, begin the preparation of Construction Documents. Note, sheets may be combined as feasible or added to as necessary.

Construction Document set is anticipated to include:

- a. Existing Conditions and Demolition Plan
- b. Site Plan
- c. Grading Plan (prepared by Civil Engineer)
- d. Drainage and Utility Plan (Prepared by Civil Engineer)
- e. Construction Details
- f. Technical Specifications (book form)
- 2. Conduct in-house plan check prior to CLIENT submittal
- 3. Conduct one page turn with CLIENT of the 95% set
- 4. Incorporate all in-house and page turn comments to meet all applicable law, regulations, City standards and other applicable requirements into the 100% Construction Documents and Technical Specifications.
- 5. Publish one electronic copy of the 100% Construction Document and Technical Specifications to the CLIENT for Building Department submittal.
- 6. After review period by the CLIENT, incorporate plan check comments and feedback into Construction Documents. Excessive CLIENT comments or changes at this phase will be handled as an additional service.
- 7. Publish one electronic copy to the CLIENT for Building Department resubmittal and approval.
- 8. Allow three (3) coordination meetings with project team and CLIENT.
- 9. Coordinate and liaise with the CLIENT via phone conferences and emails.

Construction Documents Phase Deliverables:

- 1. 95% Plan Set (1 pdf set)
- 2. 100% Plan Set (1 pdf set)
- 3. Three (3) coordination meetings with CLIENT

Grand Avenue Pathway Renovation Landscape Architectural Services

Scope of Work – P25044.00 November 3, 2025 Page 3 of 4

PHASE THREE -CONSTRUCTION ADMINISTRATION

- 1. Visit the site three (3) times for observation and verification of compliance with the plans at key milestones during construction. Site visits shall be coordinated with the CLIENT as identified during construction meetings. Should additional site visits be required, they will be provided as an additional service to the original agreement.
- 2. Provide plan clarification via the Request for Information (RFI) process through written response, up to (4) hours.
- 3. Review submittals and provide written approval, rejection, or correction directives.
- 4. Perform one pre-final acceptance walkthrough and prepare punchlist, if necessary.
- 5. Conduct final acceptance walkthrough and provide written report of conditions or any warranty work that may be necessary.

Construction Administration Phase Deliverables:

- 1. Three (3) site visits
- 2. Limited Construction Administration support via RFI and Submittal review
- 3. One (1) Pre-acceptance walkthrough & punch list
- 4. One (1) Final acceptance walkthrough & written report if required

PHASE FOUR - ADD ALTERNATES

- 1. Attend Neighborhood Meeting to assist the CLIENT in outreach efforts. Presentation materials to be prepared by CLIENT.
- 2. Attend Planning Commission Meetings to assist the CLIENT. Presentation materials to be prepared by CLIENT.

ADDITIONAL SERVICES

SSA may provide additional services, as requested in advance by CLIENT. Additional services will be negotiated separately based on the billing rates contained in the attached Exhibit B "SSA Rate Schedule". Additional services may include, but are not limited to:

- 1. Providing cost estimating or value engineering.
- 2. Revisions or re-submittals beyond those included above.
- 3. Submitting drawings for or any fees associated with permitting other than what is described within this Scope of Work.
- **4.** Evaluation reports for work by others such as, but not limited to, Geotechnical Engineer.
- 5. Providing cost estimating services or value engineering.
- **6.** 3d modeling or illustrative renderings.
- 7. SWPP, erosion control or stormwater management plans.
- 8. Design of any features to be located on neighboring private properties.

Grand Avenue Pathway Renovation Landscape Architectural Services

Scope of Work – P25044.00 November 3, 2025 Page 4 of 4

- 9. Attendance at any meetings not listed above.
- 10. Additive or deductive alternates beyond what is provided for in the Scope of Work.
- 11. Planting, irrigation, or any other service not described within this Scope of Work.

FEE PROPOSAL

The fees for the above Scope of Work phases are as follows:

Phase One: Conceptual Design	\$ 12,290.00
Phase Two: Construction Documents	\$ 28,475.00
Phase Three: Construction Administration	\$ 3,114.00
Reimbursable Expenses	\$ 550.00
Total Proposed Fees	\$ 12,840.00
Diagon Forum Add Altomostos	¢2.022.00

Phase Four: Add Alternates \$2,932.00

Community Outreach

These services are proposed to be provided on a LUMP SUM basis. Fees will be billed monthly based on the actual percentage of completion in each phase

SERVICES TO BE PROVIDED BY THE CLIENT

- 1. Coordination with and approval by Coastal Commission
- 2. Slope stabilization
- 3. All Project related drawings, and reports, including, but not limited to, those requested in this Scope of Work
- 4. CLIENT review, comment and directives as requested by SSA
- 5. Procurement of any subconsultant that may be identified as necessary during the Project
- 6. Submittals and fees
- 7. Permits and fees

REIMBURSABLE EXPENSES

Included in the FEE PROPOSAL is an allowance for expenses such as mileage, plotting, printing and reproduction, shipping, and postage. Billings for reimbursable expenses will be submitted on or around the 25th of each month based on the actual cost for the previous month, per the attached "SSA Rate Schedule".

SSA Landscape Architects, Inc.

Natalie Tan Landscape Architect PLA #5995

Dated: 11/03/25

Detailed Breakdown of Landscape Architectural Services Grand Ave Pathway Renovation City of Capitola Proposal No. P250044.00 Date: 11/03/25 Job Captain/Landsc pe Architect -andscape Designer I/AutoCAD Principal **BASIC SERVICES** rincipal Phase One: Conceptual Design Attend kick-off meeting with CLIENT Collect and review site documentation and conditions 2 Prepare base file in AutoCAD 1 1 Prepare initial Conceptual Site Plan 1 8 8 Prepare initial Cost Estimate 2 2 Present Conceptual Site Plan to CLIENT 1 Revised and update Conceptual Site plan based on comments from CLIENT 2 6 Update Cost Estimate 1 Publish Final Conceptual Site plan to CLIENT 1 3 Coordinate and liaise with CLIENT via phone and email Phase One SSA Subtotal 0 0 23 0 0 0 \$7,670 0 17 **Sub Consultants** Multipler 1.10 Alpha Land Surveyors 4200 \$4,620 Phase One Total \$12,290 Phase Two: Construction Documents Prepare 95% Construction Documents Prepare 95% Technical Specifications 6 2 Conduct in-house plan check of 95% CD set 6 Conduct page turn with CLIENT 3 3 Incorporate comments from in-house plan check and page turn into 100% set Publish electronic 100% CD set for CLIENT submittal 3 Incorporate plan check comments into CD set, limited to 8 12 one round of comments Publish electronic revised 100% CD set for CLIENT re-3 submittal Allow for three (3) coordination meetings with CLIENT 3 6 Coordinate and liaise with CLIENT via phone and email Phase Two SSA Subtotal 50 \$17,695 15 45 0 0 **Sub Consultants** Multiplier 1.10 RI Engineering 9800 \$10.780 Phase Two Total \$28,475 Phase Three: Construction Administration Site visits RFI responses 4 Submittal review(s) 2 Pre-final acceptance walkthrough and punch list 3 Final acceptance walkthough and written report of conditions Phase Three SSA Subtotal \$3,114 Phase Three Total \$3,114 Phase Four: Add Alternates Attend neighborhood meetings to assist CLIENT in

0

26

Hours:

0

6

6

98

0

0

50

17

0

outreach efforts

Phase Four SSA Subtotal

Project Totals for In-house Staff

Phase Four Total

Attend Planning Commission meetings to assist CLIENT

\$2 932

\$2,932

BASIC SERVICES		Principal	Associate Principal	Project Manager	Senior Landscape Architect	Job Captain/Landsc ape Architect II	Landscape Architect I	Landscape Designer II/AutoCAD Tech	Landscape Designer I/AutoCAD Tech	Administrative Assistant	
	Rate:	\$223	\$214	\$192	\$173	\$148	\$139	\$134	\$129	\$104	
	Extension:	\$0	\$5,564	\$0	\$16,954	\$0	\$0	\$6,700	\$2,193	\$0	
Subtotal Project Fees for Services										31411	\$46,811
Reimbursable Expenses											
Estimated Reimbursable Expenses											
Mileage and plotting		\$500									
		\$500			Multiplier		1.10				\$550
Total Project Compensation	·				·				·		\$47,361

The above breakdown represents our best estimate at this time and may change subject to future developments during the project. It is possible that some of the estimated manpower requirements for specific task items may increase, while others may not require the entire anticipated effort. This provides us a greater degree of confidence in the overall project estimate, rather than in any given task.



LANDSCAPE ARCHITECTS,

EXHIBIT B

STANDARD BILLING RATE SCHEDULE

Effective through December 31, 2025

PROFESSIONAL SERVICES

\$223.00/Hour
\$214.00/Hour
\$208.00/Hour
\$206.00/Hour
\$192.00/Hour
\$173.00/hour
\$148.00/Hour
\$139.00/Hour
\$138.00/Hour
\$134.00/Hour
\$129.00/Hour
\$104.00/Hour

REIMBURSABLE EXPENSES

Subconsultants Direct Billing x 1.10

In-House Office Services: As listed below x 1.10

Plotting: Transparencies:

Color Bond \$4.65/sf Color \$3.25/each Black & White Bond \$2.95/sf Black and White \$2.25/each

Vellum \$4.55/sf Mylar \$10.50/sf

Color Laser Prints: Blueprints:

 8.5×11 \$.65/each 24 x 36 \$2.00/each 11 x 17 \$.95/each 30 x 42 \$2.50/each

Black & White Laser Prints:

8.5 x 11 \$.10/each 11 x 17 \$.15/each

CD Media:

CDR \$6.00/each

Outside Reimbursable Expenses:

Reproduction, photography, shipping and postage,

Direct Cost x 1.10 miscellaneous expenses

Travel:

Mileage Round Trip from SSA office Current IRS Rate Direct Cost x 1.10 Other travel expenses



Conceptual Design Grand Avenue Pathway

City Council

December 11, 2025

Grand Avenue Conceptual Design Background



- Pathway from Saxon to Oakland currently closed for safety
- 10/23/25 Council reviewed findings on retreat and drainage issues
 - Ongoing bluff instability continues to threaten pathway
 - Relocated, narrower pathway, is viable as an interim public access route
 - Expected usable life: several years, depending on future retreat and drainage conditions
- Direction: Conceptual realignment plan



Grand Avenue: Phase I Conceptual Design



Purpose of Conceptual Design

Alignment options, grading feasibility, interaction with existing fencing Preliminary construction costs

Helps determine whether to move forward with Construction Documents

Scope of Work (SSA Landscape Architects)

- Coastal access/pathway design experience
- Topographic survey + base map
- Initial conceptual plan: pathway location, materials, cost estimate
- Option to provide multi-phase design and construction support

Cost & Timeline

- \$13,000 (CIP-funded)
- 8-10 weeks from authorization
- Final Concept Plan to Council Spring 2026

Grand Avenue: Future Phases (For Reference Only)



Phase 2 – Construction Documents

- 100% PS&E
- Engineering of grading and drainage plans
- \$28,000

Phase 3 – Construction Administration

• \$3,000

Phase 4 – Add Alternates

- Public Meetings
- \$3,000

Full design effort estimated at up to \$47,000

Grand Avenue Conceptual Design Fiscal Impact



Sales Tax Performance

- Current-year sales tax revenues tracking close to budget expectations
- No significant overages or shortfalls

Funding Approach

- No anticipated costs savings to active CIP
- New capital commitments—including this project—generally rely on CIP reallocations, not General Fund.

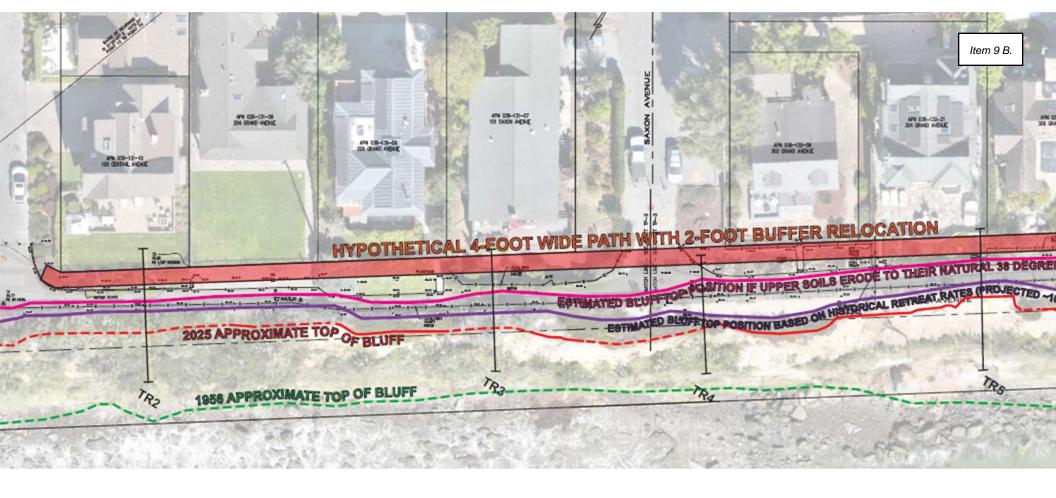
Grand Avenue Conceptual Design Fiscal impact — CIP Reallocations



Funding Source	Current Budget	Proposed Amendment	Net Difference
RRFB	\$10,000	No Change	
Esplanade Park	\$50,000	\$39,200	-\$10,800
Park Avenue	\$60,000	No Change	
Monterey Park Playground	\$10,000	\$7,800	- \$2,200
Economic Development	\$20,000	No Change	
Grand Ave Pathway (NEW)	\$0	\$13,000	+\$13,000

Non-CIP Funds Available

- Council Training Budget: \$15,000
- Employee Down Payment Assistance: \$18,500 remaining
- Contingency, Emergency, Facilities, General Fund: all below target



Recommendation

Authorize City Manager to execute a professional services agreement with SSA Landscape Architects, Inc. for Phase 1 Conceptual Design of the Grand Avenue Pathway in an amount not to exceed \$13,000, with funding from the Capital Improvement Program (CIP) Fund

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: City Manager Department

Subject: Capitola Municipal Code Sections 2.04.140 and 2.04.210



<u>Recommended Action</u>: Introduce for first reading, by title only, waiving further reading, an ordinance amending Capitola Municipal Code Sections 2.04.140 and 2.04.210 to update the process by which City Council Members request agenda items and their rules of debate.

<u>Background</u>: Capitola's process for Council Members to request agenda items is outlined in the City's Municipal Code (CMC) Section 2.04.140. As a summary, CMC Section 2.04.140 states any Council Member may request an agenda item during an open City Council meeting. The current practice is that Council Members generally make such requests during the Council Member Comments portion of the agenda, and pursuant to the Municipal code, such a request does not require a second or consensus.

On July 24, 2025, Council Member Orbach requested staff conduct research on how other cities proceed with placing City Council requests on agendas. Staff sent a survey request through the California League of Cities and received responses from twenty-four cities regarding their processes for city council members to request agenda items. Staff produced a memo for the City Council on August 28th. On September 11th, Council Member Orbach requested an agenda item to discuss the process by which Council Members can request agenda items.

On October 9, 2025, the City Council directed staff to return with an ordinance amending CMC Section 2.04.140 to require a second Council Member to place an item on the agenda.

During review of CMC Chapter 2.04, the City Attorney's office identified an additional section which may benefit from an amendment: CMC Section 2.04.210 regarding Rules of Debate.

<u>Discussion</u>: The proposed ordinance includes the requested change, and an additional modification to CMC Section 2.04.210 to align the rules of debate with the City's adopted Code of Conduct. The proposed ordinance also includes a change to clarify CMC Section 2.04.210 to clarify and streamline the rules of debate.

<u>Fiscal Impact</u>: There is no fiscal impact associated with the recommended action.

Attachments:

1. Ordinance

Report Prepared By: Julia Gautho, City Clerk

Reviewed By: Marc Tran, City Attorney

Approved By: Jamie Goldstein, City Manager

CITY OF CAPITOLA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CAPITOLA AMENDING SECTIONS 2.04.140 AND 2.04.210 OF CHAPTER 2.04 OF THE CITY OF CAPITOLA MUNICIPAL CODE REGARDING ADMINISTRATION AND PERSONNEL

WHEREAS, regular review of municipal codes is recommended as a best practice and can identify outdated or ineffective provisions; and

WHEREAS, on July 24, 2025, the City Council of the City of Capitola ("City") requested staff research the process by which Council Members can request agenda items for discussion during a City Council meeting; and

WHEREAS, on October 9, 2025, the City Council received a report comparing Capitola's process outlined in Capitola Municipal Code ("CMC") section 2.04.140 to those in other agencies; and

WHEREAS, also on October 9, 2025, the City Council directed staff to amend CMC section 2.04.140 to require that Council Member requests for a new discussion item be supported by a second; and

WHEREAS, CMC section 2.04.210 could be clarified to streamline the City's rules of debate; and

WHEREAS, the City of Capitola has an interest in ensuring that the municipal code remains upto-date and understandable for members of the public, staff, and the City Council; and

WHEREAS, the City Council desires to implement changes to the language in Chapter 2.04.

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

Section 1. Incorporation of Recitals. The above-listed recitals are true and correct and incorporated herein by this reference.

Section 2. Amendment. CMC sections 2.04.140 and 2.04.210 of Chapter 2.04 are hereby amended as shown in Exhibit A (additions in <u>underline</u>, deletions in <u>strikethrough</u>).

Section 3. Effective Date. This Ordinance shall be in full force and effect thirty (30) days from its passage and adoption.

Section 4. Severability. The City Council hereby declares every section, paragraph, sentence, cause, and phrase of this ordinance is severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity

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or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses, or phrases.

Section 5. Certification. The City Clerk shall cause this ordinance to be posted and/or published in the manner required by law.

This Ordinance was introduced at the meeting of the 2025, and was adopted at a regular meeting of the 2025, by the following vote:	
AYES: NOES: ABSENT: ABSTAIN:	
	Joe Clarke, Mayor
Attest: Julia Gautho, City Clerk	
Approved as to form:	
Marc Barraza Tran, City Attorney	

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Exhibit A

Title 2

"ADMINISTRATION AND PERSONNEL"

2.04.140 Agenda.

The following have authority to place a matter on the council agenda:

- A. The mayor or any member of the city council with the condition that the proposed agenda item be requested <u>and seconded</u> at an open city council meeting;
- B. The city manager;
- C. The city council may, after the seventy-two-hour agenda-posting deadline has expired, add items to the agenda in the manner provided in Government Code Section 54954.2(b);
- D. The city treasurer, city clerk, or city attorney, provided the subject is reasonably related to their powers and duties and concerns a subject upon which the council has authority to act. Other persons must direct their agenda requests to the city council (at council meetings), the mayor, or the city manager. Agendas shall otherwise be prepared under the direction of the city manager and shall be posted, noticed and distributed in accordance with the Brown Act. For purposes of Government Code Section 54954.2(a), agendas shall be posted in the entrance area to the city council chambers.

2.04.210 Rules of debate.

- A. Presiding Officer May Debate. The mayor or vice mayor may debate from the chair, subject only to such limitations of debate as are imposed upon all members by the rules set forth in this section.
- B. Getting the Floor. Every member desiring to speak shall address the chair, and upon recognition by the presiding officer, shall confine himself or herself to the question under debate, avoiding all personalities and indecorous language.
- C. Interruptions. A member, once recognized, shall not be interrupted when speaking unless it is to call him or her to order. If a member, while speaking, is called to order, he or she shall cease speaking until the question of order is determined and, if in order, he or she shall be permitted to proceed.
- D. Privilege of Closing Debate. The councilmember moving the adoption of an ordinance or resolution shall have the privilege of closing the debate.
- E. Remarks of Councilmember. A councilmember may request, through the presiding officer, the privilege of having an abstract of his or her statement on any subject under consideration by the council entered in the minutes. If the council consents thereto, such statement shall be entered; provided, however, any council member without council consent shall have the right to have the

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reasons for his or her dissent from, or protest against, any action of the council entering in the minutes.

F. Synopsis of Debate. The city clerk may be directed by the presiding officer, with consent of the council, to enter in the minutes a synopsis of the discussion on any question coming regularly before the council.

C. Rules of Order. Except as otherwise provided in this chapter, the rules of order that govern the conduct of the meetings of the city council and other city advisory bodies shall be those rules of order designated by city council resolution.



ORDINANCE AMENDING CMC CHAPTER 2.04

Background



- Current CMC 2.04.140: Council Members may request an agenda item during an open meeting.
- 7/24/25: Council Member Orbach requested staff conduct research on how other cities handle Council requests for agenda items
- 8/28/25: City Clerk produced memo to Council with data from 24 other CA agencies
- 9/11/25: Council Member Orbach requested an item on a Council agenda to discuss agenda setting procedure
- 10/9/25: Council directed staff to prepare an ordinance requiring a second Council Member to place an item on the agenda

Proposed Changes



CMC Section 2.04.140: Requires a second Council
 Member to place an item on the agenda

- CMC Section 2.04.210: Clarifies and streamlines the rules of debate
 - Aligns with Code of Conduct and Rosenberg's Rules of Order





Introduce for first reading, by title only, waiving further reading, an ordinance amending Capitola Municipal Code Sections 2.04.140 and 2.04.210 to update the process by which City Council Members request agenda items and their rules of debate.

Capitola City Council Agenda Report

Meeting: December 11, 2025

From: City Manager's Department

Subject: City Council Reorganization for 2026

Recommended Action: Nominate and appoint a new Mayor and Vice-Mayor.

<u>Background</u>: Capitola Municipal Code Section 2.04.150 states that each year the City Council shall select a mayor and vice mayor. During years without a general election, such selection shall be made approximately one year after the prior selection. The last City Council reorganization occurred on June 12, 2025.

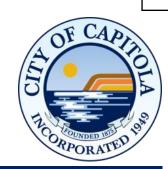
California Government Code Section 36802 defines the roles of the Mayor and Vice Mayor (Mayor Pro Tempore): "The mayor shall preside at the meetings of the council. If he or she is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor."

The City Council should select a new mayor and vice-mayor by motion. The newly selected mayor will preside over the next scheduled City Council meeting.

Fiscal Impact: None

Report Prepared By: Rosie Wyatt, Deputy City Clerk

Approved By: Jamie Goldstein, City Manager





ANNUAL COUNCIL REORGANIZATION



2025 MAYORAL DUTIES

- Managed 31 Council meetings in 2025
 - Over 84 hours of City Council meetings!
- Signed 52 Resolutions, 5
 Ordinances, 27 Proclamations,
 32 meeting minutes
- Submitted 10 "Mayor's Message" columns to the Santa Cruz
 Sentinel





LATEST HEADLINES

Mayor's Message | Summer is when Capitola truly comes alive

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As we step into the long, sunny days of summer, Capitola is bursting with energy, color and community spirit. Whether you're a longtime resident or a first-time visitor, there's no better place to enjoy summer than right here in our beautiful beachside town. I'm thrilled to share with you a preview of all the fun, music, art and tradition that awaits us this season.

Twilight Concerts on the Esplanade

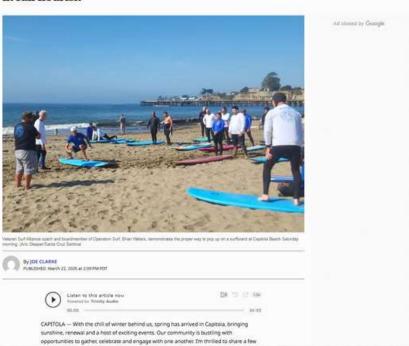
By JOE CLARKE
PUBLISHED: June 14, 2025 at 12:00 PM PDT | UPDATED: June 14, 2025 at 12:03 PM PDT

Our much-loved Twillight Concert Series return every Wednesday evening from June 18 to Aug. 27, 6-8 p.m. at the Esplanade Bandstand. These concerts bring together families, friends and neighbors for evenings filled with music, dancing and ocean breezes. From reggae and funk to classic rock and soul, we've got something for everyone. Some local highlights include Broken English (June 18). Extra Large (July 9) and The Joint Chiefs Band (July 23). So grab your beach blanket and your dancing shoes — it's time to celebrate summer. Capitola-style.

Capitola Beach Festival 2025

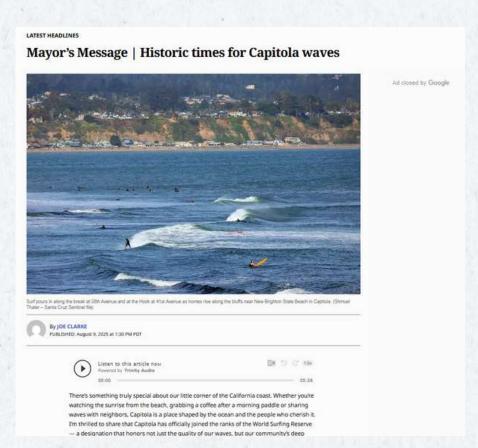
Mark your calendars for Sept. 27 and 28 as the Capitola Beach Festival makes its exciting return! Born from the spirit of the beloved Begonia Festival, this event continues to honor community, creativity and fun. Classic favorites like the Sand Sculpture Contest, horseshoe tournament, rowboat races and the Lighted Nautical Parade are back. This year also brings new additions, including a cornhole competition, paddleboard race, scavenger hunt and the Little Wharf 3-Miller Fun Run. Best of all, most events are free for everyone to enjoy.

Mayor's Message | Spring has arrived in Capitola, uniting the community in full flourish











THANK YOU, MAYOR AND COUNCIL MEMBERS!

Recommended Action: By motion and vote, appoint a Mayor and Vice Mayor to serve in 2026.

