

City of Capitola

City Council Meeting Agenda

Thursday, May 23, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, Alexander Pedersen

Closed Session – 5:30 PM

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

i. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)

Negotiator: Mark Wilson, Labor and Employment Practice, Burke, Williams, & Sorensen, LLP

Employee Organizations: Association of Capitola Employees, Police Officers Association, Mid-Management Employees, Confidential Employees, Police Captains, and Management

Regular Meeting of the Capitola City Council – 6 PM

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

1. Roll Call and Pledge of Allegiance

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

2. Additions and Deletions to the Agenda

3. Report on Closed Session

4. Additional Materials

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

5. 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.*

6. Staff / City Council Comments

Comments are limited to three minutes.

7. Consent Items

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

A. City Council Meeting Minutes

Recommended Action: Approve minutes from the special meeting on May 7, the regular meeting on May 9, and the special meeting on May 16, 2024.

B. Plan Review Consulting Services Agreement

Recommended Action: Adopt a resolution authorizing the City Manager to execute a sole-source Professional Services Agreement with CSG Consultants in an amount not to exceed \$300,000 for on-call Building Division and Public Works Department contract services for three years.

C. GreenWaste Annual Rate Adjustment

Recommended Action: Adopt a resolution approving the contractual rate increase for collection and disposal of residential and commercial garbage, recycling, organics, food waste, yard waste, and construction and demolition debris, effective July 1, 2024, according to the Service Rate Schedule formula of the Franchise Agreement with GreenWaste Recovery, Inc.

D. Dakota Apartments Grant Application

Recommended Action: Adopt a resolution authorizing the City Manager to apply for up to \$900,000 in HOME Program Income funds for the rehabilitation of the Dakota Apartments.

E. Park at Rispin Mansion Deed Restriction

Recommended Action: Adopt a resolution authorizing the City Manager to execute a deed restriction on a City-owned parcel (APN 035-347-01) for the Park at Rispin Mansion.

F. Contract with Ben Noble Planning

Recommended Action: Adopt a resolution authorizing the City Manager to execute a sole-source Professional Services Agreement with Ben Noble Planning in the amount of \$124,375 to implement Housing Element action items into the Capitola Zoning Code and process annual Zoning Code updates.

G. Business Improvement Assessments FY 2024-25

Recommended Action: Adopt a resolution providing notification of the City’s intent to levy business improvement assessments for Fiscal Year (FY) 2024-25; accepting the annual report and proposed budget of the Capitola Village and Wharf Business Improvement Area; setting the date for a public hearing to be held on Thursday, June 13, 2024; and outlining noticing requirements.

H. City of Capitola Military Equipment Use

Recommended Action: Adopt a resolution renewing Chapter 2.60 of the Capitola Municipal Code entitled Military Equipment Use Ordinance, Capitola Military Equipment Use Policy 706, and finding that the annual Military Equipment Report complies with the standards of approval outlined in Government Code Section 7071(d).

8. General Government / Public Hearings

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

A. COE Bylaws & FY 2023-25 Goals

Recommended Action: Adopt a resolution adopting amended Commission on the Environment Bylaws and approve the list of Commission on the Environment Goals for FY 2023-25.

B. Parks Use Policy and Resolution

Recommended Action: Adopt a resolution adopting a City Park Reservation Permit Use Policy (“Park Reservation Policy”) and direct staff to return to the City Council with amendments to the fee schedule to reflect proposed park space reservation fees.

C. Community Center Renovation Project

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

9. Adjournment - The next City Council meeting is on May 30, 2024, at 6:00 PM.

How to View the Meeting

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

Other ways to Watch:

Spectrum Cable Television channel 8

City of Capitola, California YouTube Channel

To Join Zoom Application or Call in to Zoom:

Meeting

link: <https://us02web.zoom.us/j/83328173113?pwd=aVRwcWN3RU03Zzc2dkNpQzRWVXAYdz09>

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

Meeting ID: **833 2817 3113**

Meeting Passcode: **678550**

How to Provide Comments to the City Council

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

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

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

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

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

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

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

Capitola City Council

Agenda Report

Meeting: May 9, 2024

From: City Manager Department

Subject: City Council Meeting Minutes



Recommended Action: Approve minutes from the special meeting on May 7, the regular meeting on May 9, and the special meeting on May 16, 2024.

Background: Attached for City Council review and approval are the draft minutes from the special meeting on May 7, the regular meeting on May 9, and the special meeting on May 16, 2024.

Attachments:

1. Special Meeting Minutes 5/7
2. Regular Meeting Minutes 5/9
3. Special Meeting Minutes 5/16

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

City of Capitola Special City Council Meeting Minutes Tuesday, May 07, 2024 – 3:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, Alexander Pedersen

Closed Session – 3 PM

1. **Roll Call** – *The meeting was called to order at 3:00 PM. In attendance: Council Members Clarke, Morgan, Pedersen, Vice Mayor Brooks, and Mayor Brown.*
2. **Oral Communications by Members of the Public**
 - Edward Martinez
 - Gayle Jean
 - Bruce Vessi
 - Kathleen Sterbida
3. **Closed Session**
 - A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov't Code § 54956.8)
Property: Capitola Wharf Buildings, 1400 Wharf Road (APN: 034-072-01)
City Negotiator: Jamie Goldstein, City Manager
Negotiating Parties: JFS Incorporated (dba Capitola Boat and Bait)
Under Negotiation: Price and terms of payment
4. **Report on Closed Session** – *The City Council met and discussed one item on the Closed Session agenda. No reportable action was taken.*
5. **Adjournment** – *Adjourned at 4:50 PM. The next regularly scheduled City Council meeting is on May 9, 2024, at 6:00 PM.*

ATTEST:

Kristen Brown, Mayor

Julia Gautho, City Clerk

City of Capitola

City Council Meeting Minutes

Thursday, May 09, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, Alexander Pedersen

Closed Session – 5:30 PM

- i. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Govt. Code § 54957(b))
City Council's Annual Performance Evaluation of the City Manager
- ii. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov't Code § 54956.8)
Property: Capitola Wharf Buildings, 1400 Wharf Road (APN: 034-072-01)
City Negotiator: Jamie Goldstein, City Manager
Negotiating Parties: JFS Incorporated (dba Capitola Boat and Bait)
Under Negotiation: Price and terms of payment

Regular Meeting of the Capitola City Council – 6 PM

1. **Roll Call and Pledge of Allegiance** – *The meeting was called to order at 6:05 PM. In attendance: Council Members Clarke, Morgan, Pedersen, Vice Mayor Brooks, and Mayor Brown.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Report on Closed Session** – *The City Council met and discussed two items on the Closed Session agenda. No reportable action was taken.*
4. **Additional Materials**
 - A. *Item 8A - Correspondence Received*
5. **Oral Communications by Members of the Public**
 - *Mary Beth Cahalen*
 - *Paz Padilla*
 - *James Whitman*
 - *Marilyn Garrett*
 - *Gorin Klepic*
 - *Gerry Jensen*
6. **Staff / City Council Comments**
 - *Recreation Division Manager Bryant advised the City Council that the Art & Cultural Commission is in the process of reviewing a public art project at Monterey Park.*
 - *Council Member Clarke advised the public of a beach cleanup event on Saturday, May 11th.*
 - *Council Member Morgan commended the Public Works Department on the re-striping of the roads in the Capitola Village.*
 - *Mayor Brown commended the Community Action Board for their work in Capitola and advised the City Council she will be absent from the May 23rd City Council meeting.*

7. Consent Items

- A. City Council Meeting Minutes
Recommended Action: Approved minutes from the regular meeting on April 25, 2024.
- B. City Check Registers
Recommended Action: Approved check registers dated April 19, 2024, and April 26, 2024.
- C. Freeway Maintenance Agreement for Portions of Highway 1
Recommended Action: Approved the Freeway Maintenance Agreement (FMA) with the State of California Department of Transportation (Caltrans) and authorized the City Manager and Mayor to execute the agreement.
- D. Long Term Usage of the Capitola Wharf
Recommended Action: Authorize staff to issue a Request for Proposals for outreach, planning and design services for the long-term Capitola Wharf Use and Structure Plan. **(Pulled for discussion and moved to the General Government Section)**

Vice Mayor Brooks pulled Item 7D from the Consent Calendar for discussion.

Motion to approve Consent Calendar Items 7A – 7C: Council Member Morgan

Second: Council Member Clarke

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

8. General Government / Public Hearings

- A. Long Term Usage of the Capitola Wharf
Recommended Action: Authorized staff to issue a Request for Proposals for outreach, planning and design services for the long-term Capitola Wharf Use and Structure Plan.

Community Development Director Herlihy provided a staff report on Consent Item 7D to outline differences between the short term and long term plans for Wharf usage.

Public Comment:

- ***James Whitman***

Motion to approve Item 8A: Vice Mayor Brooks

Second: Council Member Morgan

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

- B. Temporary Wharf Use Plan
Recommended Action: Reviewed the Temporary Wharf Plan and directed staff to apply for permits for the temporary use plan with the California Coastal Commission.

Community Development Director Herlihy presented the staff report.

Public Comment:

- ***Mary Beth Cahalen***
- ***Speaker***
- ***Laurie Hill***
- ***Marilyn Garrett***
- ***Carin Hanna***
- ***Melinda Orbach***

The City Council discussed the option of two City sponsored events on the Wharf in 2024 (August and October).

Motion to host 3 City sponsored Food Truck Events on the Wharf in September and October with 3 food vendors and 1 beer and wine vendor from 4:30-7:30 PM: Vice Mayor Brooks

Motion amended to limit the event to 2 food vendors: Mayor Brown, Accepted by Vice Mayor Brooks

Second: Mayor Brown

Motion amended to allow trucks to begin set up at 3 PM: Council Member Clarke, Accepted by Vice Mayor Brooks and Mayor Brown

Motion withdrawn by Vice Mayor Brooks

Motion to host a ribbon cutting event August 14, 2024, and event in October 2024. The events will include 3 food vendors and 1 beer and wine vendor from 3-7 PM: Vice Mayor Brooks

Motion died for lack of second.

Motion to postpone planning for Summer 2025 until November 2024: Mayor Brown

Second: Vice Mayor Brooks

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

Motion to accept staff's recommended plan for 2024 Wharf programming: Council Member Pedersen

Second: Council Member Clarke

Motion amended to allow two food vendors instead of three: Mayor Brown, Amendment rejected by Council Member Pedersen

Motion amended to allow staff to determine event dates and times: Council Member Pedersen, Accepted by Council Member Clarke

Friendly amendment to allow food vendors from 12-5, beer and wine from 12-4, music from 2-4: Council Member Morgan, Accepted by Council Members Pedersen and Clarke

Motion: Approve two events on the Wharf on Sundays in September and October with food from noon to 5, beer and wine from noon to 4, and music from 2 to 4, including three food vendors and one beer and wine vendor.

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

Voting Nay: Mayor Brown

Motion to direct staff to apply for a Coastal Development Permit to permit the activities: Council Member Clarke

Second: Council Member Pedersen

Voting Aye: Council Members Clarke, Morgan, Pedersen, Vice Mayor Brooks, Mayor Brown

C. FAC Bylaws Amendment

Recommended Action: Adopted Resolution No. 4365 amending the Finance Advisory Committee Bylaws to change the composition of membership.

Finance Director Malberg presented the staff report.

Public Comment:

- **Melinda Orbach**

Motion to adopt the resolution: Council Member Morgan

Second: Council Member Pedersen

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

9. Adjournment – The meeting adjourned at 8:20 PM. The next meeting of the City Council is on May 16, 2024 at 6:00 PM.

ATTEST:

Kristen Brown, Mayor

Julia Gautho, City Clerk

City of Capitola

Special City Council Meeting Minutes

Thursday, May 16, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, Alexander Pedersen

Special Meeting of the Capitola City Council – 6 PM

1. **Roll Call and Pledge of Allegiance** – *The meeting was called to order at 6:00 PM. In attendance: Council Members Clarke, Morgan, Pedersen, and Mayor Brown. Absent: Vice Mayor Brooks.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Additional Materials**
 - A. *Item 6A - Two emails and six letters were received after publication of the agenda packet.*
4. **Oral Communications by Members of the Public**
 - *Gary Richard Arnold*
5. **Staff / City Council Comments**
 - *Mayor Brown provided an update on AMBAG funding allocations for the Capitola Community Center Renovation Project.*
 - *Police Chief Dally reminded the public that the Skatetola Event will be held May 18th at McGregor Park.*
6. **General Government / Public Hearings**
 - A. Proposed Fiscal Year 2024-25 Budget
Recommended Action: Receive the proposed budget, provide direction to staff, and continue budget deliberations to the next joint budget hearing scheduled on May 30, 2024.

Finance Director Malberg presented the staff report.

Public Comment: None

The City Council directed staff to allocate funding to the LAFCO Sphere of Influence Study, requested information about the Eviction Defense Collaborative, and requested that staff return in January 2025 with updates about the implementation of Phase 2 of the City Hall Assessment Study.

7. Adjournment – *The meeting adjourned at 7:23. The next regularly scheduled City Council meeting is on May 23, 2024 at 6:00 PM.*

ATTEST:

Kristen Brown, Mayor

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: May 23, 2024

From: Community Development Department

Subject: Plan Review Consulting Services Agreement



Recommended Action: Adopt a resolution authorizing the City Manager to execute a sole-source Professional Services Agreement with CSG Consultants in an amount not to exceed \$300,000 for on-call Building Division and Public Works Department contract services for three years.

Background: For the past five years, the Building Division was structured with a shared Building Official between the City of Capitola and the City of Scotts Valley. In January of 2024, the previous Building Official retired and the Building Inspector was promoted to full-time Building Official, and the shared Building Official contract with Scotts Valley was terminated.

The Building Division currently includes one full-time Building Official and one full-time Development Services Technician, with half of the technician time dedicated to Building and half to Planning/affordable housing administration. Within the current staffing structure, the Building Division relies more heavily on consultant services for building plan review and occasional onsite services for inspections during planned time off.

Discussion: The City currently has a contract with CSG Consultants for both building plan review and building inspection services. The original contract anticipated only large-scale projects going out for third-party review. Under current operations, all new residential units and more complex commercial upgrades are sent to CSG Consultants for building plan review.

Building plan review is a revenue source for the Building Division based on the valuation of projects. CSG Consultants charges the industry standard of 65% of the building plan fee. The cost of building plan review has averaged \$5,500 monthly for typical projects associated with single-family homes and commercial tenant improvements. More complex plan reviews have much higher costs. For example, the cost for CSG Consultants to review the new 36-unit affordable housing development at 4401 Capitola Road is \$19,000. These costs are paid by the applicants.

Staff is recommending a new three-year agreement with CSG which will account for fluctuation in budget due to unknown costs associated with larger projects. In FY 2024-25, staff anticipates up to \$60,000 in annual costs for typical plan review and around \$30,000 for the 52-unit development at 1098 38th Avenue. For the three-year contract, staff is estimating up to \$210,000 for both building plan review and building inspection services. This would cover the current trend of typical permits and one larger development per year.

Public Works Department staff supports the Community Development Department by ensuring public right of way and stormwater compliance for various private land development applications. In general, the Public Works building permit phase of private development review is very time-intensive. Utilizing CSG to perform the building permit reviews associated with Public Works requirements provides staff the flexibility to engage in a broader range of projects, such as capital improvement and environmental sustainability. Moreover, using CSG for Public Works plan review ensures consistency in review feedback, streamlining the process and avoiding the need to involve multiple departments. Staff estimates up to \$30,000 per year for the Public Works review. These costs are paid by project applicants.

Staff recommends a sole-source contract with CSG Consultants due to their knowledge of the Capitola Building Division processes and procedures. The contract with CSG is for on-call services as requested by the Community Development Director. There is no obligation by the City to spend the funds budgeted.

The contract does not include a termination penalty should the City's contract service needs be less than currently anticipated.

Fiscal Impact: Contract building plan review is a revenue source for the Building Division based on the valuation of projects. CSG Consultants charges the industry standard of 65% of the building plan fee. If approved, this action will create a new contract for outsourced building plan checks for up to \$210,000 and public works review for up to \$90,000 over three years. Additionally, staff will include the contract costs for FY 2024-25, FY 2025-26, and FY 2026-27, in the proposed budgets presented to the City Council. These costs will be offset by corresponding revenue.

Attachments:

1. Sole Source Determination
2. CSG Statement of Qualifications

Report Prepared By: Katie Herlihy, Community Development Director, and Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CAPITOLA AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLE-SOURCE
PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS IN AN AMOUNT
NOT TO EXCEED \$300,000 FOR ON-CALL BUILDING DIVISION AND PUBLIC WORKS
DEPARTMENT CONTRACT SERVICES FOR THREE YEARS.**

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

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

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

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

WHEREAS, CSG Consultants has satisfactorily provided on-call services for the City of Capitola Building Division for the past five years and has acquired extensive background and working knowledge of the Capitola Building Division processes and procedures; and

WHEREAS, the Director of Community Development and City Manager recommend the City engage CSG Consultants for on-call building division and Public Works Department services.

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

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 23rd day of May, 2024, by the following vote:

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

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

CSG CONSULTANTS STATEMENT OF QUALIFICATIONS TO THE

City of Capitola

FOR
BUILDING & ENGINEERING SERVICES

May 14, 2024



550 Pilgrim Drive
Foster City, CA 94404
650.522.2500 phone
650.522.2599 fax



www.csgegr.com

Employee-Owned

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Cover Letter

SECTION

1

May 14, 2024

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

Re: Statement of Qualifications for Building & Engineering Services

Dear Ms. Herlihy,

CSG Consultants, Inc. (CSG) would like to thank the City of Capitola (City) for the opportunity to submit our statement of qualifications (SOQ) for Building and Engineering services. We are excited about the prospect of serving the City and have the breadth and depth of staff to assure the City has the necessary resources to maintain expected levels of customer service and turnaround times. Having provided a variety of building services in the past to the City, we look forward to furthering our successful relationship in this capacity. Based on the City's request, CSG can provide the following services:

- ▶ *Building Official*
- ▶ *Building & CASp Plan Review Services*
- ▶ *Building & CASp Inspection*
- ▶ *Land Development Review, City Surveyor, and Stormwater Review*

CSG personnel are registered engineers and/or ICC certified, with additional qualifications including LEED, DSA, and CASp experience and certification. Many of our proposed team members are cross-trained in multiple service levels, enabling delivery of efficient, seamless services and the ability to respond to the City's fluctuating needs. **No subconsultants will be used.**

CSG, an employee-owned company, currently furnishes building and safety, public works, fire prevention, code enforcement, planning, and other services municipal services to over 250 public agency clients throughout the state. For more than 33 years, we have had a solutions-oriented approach to our work, leveraging our team's experience and technical expertise to address code compliance challenges for our clients. In addition to our familiarity working with the City, CSG has provided similar building and/or engineering services to nearby agencies that include the City and County of Santa Cruz, City of Scotts Valley, City of Marina, City of Morgan Hill, City of Gilroy, and City of San Jose.

Shweta Prakash, PE, CBO, will serve as the primary contact for the City for building services after 05/31/2024. Prior to this date, Helen Chiu, PE, will serve as the primary contact for the City for building services. Sophie Truong, PE, PLS, will serve as the primary contact for the City for all engineering-related services.

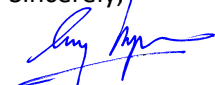
Shweta Prakash, PE, CBO, Project Manager/Senior Principal Plan Check Engineer
(650) 522-2503 *Phone* | shwetap@csgengr.com *Email*

Helen Chiu, PE, Acting Project Manager/Principal Plan Check Engineer
(650) 522-2596 *Phone* | helenc@csgengr.com *Email*

Sophie Truong, PE, PLS, Senior Principal Engineer
(650) 522-2505 *Phone* | sophiet@csgengr.com *Email*

Please feel free to contact CSG with any questions regarding our statement of qualifications or services. We greatly look forward to the opportunity to provide the requested services to the City of Capitola.

Sincerely,



Cyrus Kianpour, PE, PLS
President, CSG Consultants, Inc.



Employee-Owned

Company Profile

SECTION **2**

CSG CONSULTANTS

CSG Consultants, Inc. (CSG) is an employee-owned, California company with our headquarters in Foster City, and additional offices in San Jose, Paso Robles, Pleasanton, Newman, Sacramento, Orange, and Fresno. Founded in 1991, **CSG performs work solely for public agencies**, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients. The majority of the 350+ individuals within our firm have provided public agency services throughout their entire careers.

- NAME OF FIRM:** CSG Consultants, Inc. (C Corporation) (EIN #91-2053749)
- DATE OF ESTABLISHMENT:** Founded in 1991
- POINTS OF CONTACT:** **Shweta Prakash, PE, CBO | Senior Principal Plan Check Engineer**
(650) 522-2503 | shwetap@csgengr.com
Helen Chiu, PE | Principal Plan Check Engineer
(650) 522-2596 | helenc@csgengr.com
Sophie Truong, PE, PLS, QSD/P | Senior Principal Engineer
(650) 522-2505 | sophiet@csgengr.com
- HEADQUARTERS:** 550 Pilgrim Drive, **Foster City**, CA 94404
(650) 522-2500 **phone**, (650) 522-2599 **fax**
www.csgengr.com | info@csgengr.com
- REGIONAL OFFICES:** 3150 Almaden Expressway #255, **San Jose**, CA 95118
3875 Hopyard Road, Suite 141, **Pleasanton**, CA 94588
930 Fresno Street, **Newman**, CA 95360
3707 W. Garden Grove Boulevard, **Orange**, CA 92868
2121 North Palm Avenue, Suite 530, **Fresno**, CA 93704
809 9th Street, Suite 2A, **Paso Robles**, CA 93446
1303 J Street, Suite 270, **Sacramento**, CA 95814
- NUMBER OF EMPLOYEES:** 350+

The CSG Consultants Team Works for You



Professional Services Overview

SECTION

3

BUILDING OFFICIAL SERVICES

CSG's Building Officials are certified and have extensive building industry experience. They have the proven skills, technical knowledge and a well-rounded approach to performing Building Division administration and providing management oversight and direction to plan reviewers, inspectors, and permit technicians. Our Building Officials are well-known for their consummate customer service skills and successful identification of solutions through innovative problem solving. They can be available full-time or part-time as needed.

CSG's Building Officials have expertise in providing the following services and can easily adapt to other requests as needed:

- ▶ *Building Official Administration, including addressing complex Building Code issues, code interpretation, and resolution of inquiries and complaints*
- ▶ *Rapidly familiarizing themselves with local code amendments*
- ▶ *Applying knowledge of all aspects of the California Building Codes and local amendments*
- ▶ *Making determinations on the approval and use of alternative materials and methods*
- ▶ *Staying abreast of ongoing changes to applicable state and federal laws through long-standing industry relationships and associations*
- ▶ *Providing technical assistance and educating stakeholders*
- ▶ *Building and maintaining relationships with other departments and agencies*
- ▶ *Participating in pre-development reviews and providing comments*
- ▶ *Processing Planning Commission and Council staff reports*
- ▶ *Attending Planning Commission and Council meetings*

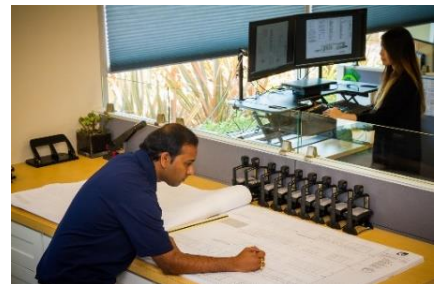
BUILDING PLAN REVIEW SERVICES

Our team of professionals is ready to assist in all aspects of plan review and to focus on the special needs and requirements of each of our clients. We pledge thorough and accurate reviews and prompt turnaround times and offer proven digital plan review services and comprehensive online status reports. CSG serves as an active partner, working as a seamless extension of our public agency clients in performing the requested services and working closely with the development community and public as directed.

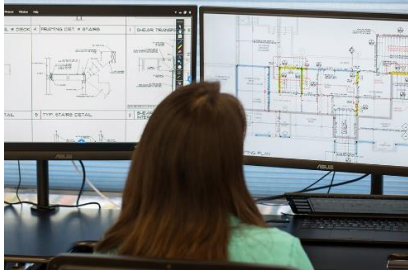
Compliance Standards & Quality Control

Our engineers and plan reviewers carefully review all plans and documents for compliance with building codes, fire codes, energy conservation standards, and accessibility regulations adopted by the State of California, and all local policies and ordinances including but not limited to:

- ▶ *California Building Code, Volumes 1 and 2*
- ▶ *California Residential Code*
- ▶ *California Electrical Code*
- ▶ *California Plumbing Code*
- ▶ *California Mechanical Code*
- ▶ *California Fire Code*
- ▶ *California Energy Code*
- ▶ *California Green Building Standards Code (CALGreen)*
- ▶ *California Existing Building Code*
- ▶ *California Health and Safety Code*
- ▶ *National Fire Protection Association (NFPA) Standards as adopted and referenced by the State of California (California Code of Regulations, Title-19)*
- ▶ *State Historical Building Code*
- ▶ *NPDES/WQMP/SWPPP Compliance*
- ▶ *Local adopted ordinances and amendments relative to building, fire and municipal codes, including project Conditions of Approval from other agency departments, divisions, and regulating agencies*



Digital Plan Review



CSG has been providing digital plan review services for over 20 years, leading the consultant field with this ground-breaking service. All paper plans submitted to CSG for building and fire plan review are immediately scanned into digital files and stored on CSG's servers for quick and easy access by both our clients and our plan reviewers.

Leading the field in digital plan review services for over 20 years.

Our plan reviewers furnish electronic versions of their plan comments conforming to each client's established correction list templates. Any additional forms utilized by the agency will be incorporated into the correction comments and returned with the appropriate recommendations. Plan check comments can be delivered electronically by email or other agency-approved means, enabling staff to immediately modify CSG's checklist for incorporation with other department comments. We provide convenient, environmentally friendly digital storage of all construction-related documents, and on request, can provide clients with a set of digitally scanned plans (for a reasonable administrative fee).

In addition, for jurisdictions requesting a pure digital plan review workflow, we can enable an applicant to submit digital files—**with no size limitations**—directly to CSG via our web-based application. Our application includes an online portal for the applicant/jurisdiction to retrieve comments and marked-up digital plans including redlines. Importantly, this service tracks the status of all submittals and re-submittals until the plans have been approved.

Key features of our digital plan review service include:

- ▶ **Efficient.** Plans are pushed to plan review staff the same day they are received.
- ▶ **User-friendly.** CSG developed its own online portal specifically to manage the electronic file submittal process. Through use of this interface, the applicant is no longer faced with size restrictions on email attachments or required to learn complex file transfer settings.
- ▶ **Proven.** We have provided a digital plan review option to our clients for over 20 years.
- ▶ **Non-Proprietary.** CSG's electronic review process is 100% PDF-based with no additional software required to view redlines.



All paper plans submitted to CSG are immediately scanned into digital files for quick and easy access by our clients and plan reviewers.



Online Plan Check Status

CSG offers a convenient service allowing clients to check plan review status and comments online. By accessing our secure Plan Check Status website, agency staff as well as authorized applicants can view their project documents and plans and communicate with the specific plan checker via e-mail. Staff and authorized applicants can download comments upon completion of the plan check. **There is no additional cost for this service.**

Plans Pickup and Delivery

CSG will coordinate pickup and delivery of plans and other materials from/to the agency via CSG personnel or an approved alternative service.

Third-Party Plan Review Services

CSG offers comprehensive, cost-effective third-party plan review services to our public agency clients on projects for which applicants may be seeking plan review turnaround times that cannot be readily accommodated by building department staff. Under such third-party agreements, with the agency's approval, CSG negotiates plan review fees and review schedules directly with the permit applicant, with CSG's fees paid by the applicant.

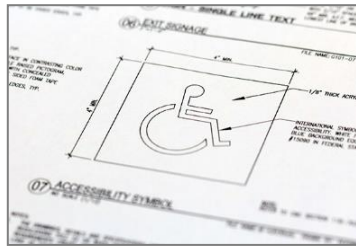
Structural Plan Review

Our plan review division consists of highly qualified Structural Engineers and Professional Engineers. The staff selected for this project have extensive experience in a wide range of structural design as both design engineers and plan reviewers. Through our digital plan review process described below, we can leverage the full capabilities of our firm if additional staff is needed to meet deadlines or add special capabilities to our review team.

Green Building and LEED Accreditation

Our Building Division team is experienced in plan review and inspection for compliance with CALGreen and local green building ordinances and includes LEED Accredited Professionals. In addition, CSG Consultants has the qualifications necessary to assist with both the development of policy and the implementation of green and sustainable building practices. CSG’s Sustainability Programs division can assist, for example, with construction and demolition debris recycling programs and public outreach to the building industry.

CASp Review Services



We understand California Building Departments are required to have CASp certified staff in place and available for technical questions and interpretations. Our CASp certified team members are knowledgeable of state and federal accessibility laws and regulations and possess the expertise necessary to promote access to facilities for persons with disabilities. When requested and in accordance with current regulations, CSG can provide CASp certified professionals to review plans for accessibility and to facilitate compliance with regulations.

OSHPD 3 Reviews

Our professional engineers and certified plans examiners are well-versed in the differences between CBC and OSHPD 3 facilities and have successfully completed OSHPD 3 plan reviews for multiple client agencies.

PLAN CHECK TURNAROUND TIMES

CSG strives to provide the highest quality and most timely service in the industry. We take pride in maintaining the requested plan review times for all our clients—even delivering faster than our own deadlines. CSG will ensure that all building and safety duties and follow-up actions will be performed in a timely and responsive manner. The following are CSG’s proposed plan check turnaround times:

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS) ²	RE-CHECK (BUSINESS DAYS) ²
Residential New Construction	10	5
Residential Additions	10	5
Small Residential Remodels	10	5
Commercial New Construction & Large/Complex Projects ¹	15	10
Commercial Additions	10	5
Small Commercial Remodels/Tenant Improvements	10	5
Expedited ¹	5-10	5

¹Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CSG will notify the City’s representative and negotiate additional time required to ensure an appropriate level of review.

²The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CSG if submitted by 3:00 PM. For a project that is received by CSG after 3:00 PM, the first working day will be the next business day.

Expedited Plan Check Services

At the City’s request, we can perform plan check services on an accelerated schedule based on the fees indicated in our fee schedule.

BUILDING INSPECTION SERVICES



CSG provides fully integrated, multi-disciplined building inspection services for residential, commercial, and industrial projects. Our inspection personnel have an outstanding mixture of technical expertise and experience in all construction types. We provide experienced, ICC certified inspectors who work with a team approach to ensure compliance with applicable

codes and requirements and provide solutions to mitigate potential risks and safety hazards. Using well-honed customer service and communication skills our inspectors excel at educating stakeholders to keep projects moving forward. Our inspectors also utilize current technologies and equipment to view plans and documents, research related code requirements, document field conditions and progress, and share that information with stakeholders while in the field.

Key services include but are not limited to the following:

- ▶ *Providing inspection services to ensure project compliance with State adopted codes and local amendments including building, electrical, mechanical and plumbing codes*
- ▶ *Offering code interpretation and education*
- ▶ *Seamlessly integrating into client organizations and consistently enforcing policies and procedures*
- ▶ *Addressing and resolving inquiries*
- ▶ *Maintaining records and files*
- ▶ *Providing all vehicles, fuel, maintenance and other equipment necessary for inspectors to carry out duties.*

CSG offers virtual inspections utilizing Google Duo, FaceTime, Skype, MS Teams or other agency-preferred platform.

CSG provides all vehicles, fuel, maintenance, and other equipment necessary for inspectors to carry out duties, with no additional charges.

CASp Inspection Services

To facilitate the City’s compliance with current rules and regulations, CSG will provide a CASp certified professional for technical questions and interpretations and to perform accessibility compliance inspections upon request.

STAFFING RESOURCES, AVAILABILITY, & CUSTOMER SERVICE

Office Hours and Meeting Availability

Plan Review

CSG plan checkers are available for inquiries anytime during normal business hours via phone or email, Monday through Friday. Our plan checkers can typically respond to the City for all questions or requests generated during any plan review on the same day, but no later than the following day a request is received. To assist the City, we can also meet in-person with City staff and project stakeholders or can utilize video conferencing with all parties involved. Additionally, we recognize the value of pre-design consultation with prospective applicants and are available to provide this service. Our designated Project Manager and/or technical staff will be available in-person for consultation and meetings with a reasonable lead time.

Inspection

CSG inspectors can be ready to provide services upon request to CSG’s designated project manager. We are flexible and can alter our hours to meet the City’s needs. Evening and weekend inspections for special construction needs can be accommodated with sufficient notice. CSG staff can typically respond to the City for all questions or requests generated during field inspections on the same day, but no later than the following day a request is received.

LAND DEVELOPMENT PLAN REVIEW APPROACH

Plan check/development review form a large part of CSG’s services. CSG has been providing plan check, exclusively to local municipalities since the firm’s inception in 1991. Our success in maintaining ongoing relationships with our clients in a highly competitive environment is due to our ability to understand needs and priorities and partner with them in achieving their goals. We understand that our clientele includes not just public agencies but also the development community seeking to process applications through those agencies. We also understand that many development applications are important to public agencies due to the economic and quality of life benefits that those projects bring to the communities.

Drawing on the combined experience and talent of our staff, we have found the following practices to be helpful in approaching development review and map review:

- ▶ *Active participation by engineering staff and consultants during the entitlement process is critical. Design and other issues need to be discussed at this stage, with the appropriate staff from the City and/or other agencies included in the discussion. Engineering staff must spend time preparing clear and complete conditions of approval that outline the developer’s obligations and address issues. Conditions of approval that are incomplete or vague simply defer problems to the plan review stage, resulting in delay in issuance of permits and frustration on the part of the developer, consultants, or staff who have to resolve the issues.*
- ▶ *Communication and alignment of expectations between the agency staff or consultants and the applicant is needed, starting with the entitlement pre-application phase and lasting through permitting. This can start with an understanding of the applicant’s desired schedule for project completion, and then working backwards to set the timing for the various steps in the review process (entitlement, plan review, permitting). The City’s consultant needs to be driven by results and not tasks. The goal is not, as some plan checkers practice, to put redlines on plans. The goal is to move the project forward. The consultant needs to be a problem solver and needs to accept a role in bringing the project to successful completion. The consultant must be proactive in presenting options to the City’s staff and be willing to make recommendations on which options may work.*
- ▶ *The consultant needs to form a working relationship with the other parties. The applicant team should see the consultant as an asset and a partner, someone who is motivated to move the project to completion, as opposed to someone who has no interest in moving the project along. The consultant needs to listen – to staff, to the applicant and its team, and to other stakeholders. Hearing and understanding what the other party wants is the first step to developing a resolution.*

LAND DEVELOPMENT PLAN REVIEW SERVICES

New Development Entitlements

- ▶ *Review tentative maps, tentative parcel maps, architectural review, and other entitlement applications. Coordinate review with other City staff and/or outside agencies as needed.*
- ▶ *Attend follow-up meetings with Planning staff, the applicant, or others as needed to resolve issues regarding the proposal. Review subsequent submittals of the proposal.*
- ▶ *Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Assist the City in negotiating with developers regarding terms of agreements or conditions (additional tasks associated with the entitlement process are described above).*

Plan Review

Review parcel maps, final maps, improvement plans, grading plans, and landscape plans. Review includes evaluation of required records, studies, grading and improvement plan, and additional

materials submitted by the design professional. Confirm that plans conform to the City's standard design criteria, conditions of approval, and infrastructure or other master plans.

- ▶ *Each plan review will be accompanied with a letter summarizing the red-line comments addressed to the City's staff. A complete, red-lined set of drawings and any reports will be returned to the City. At the City's discretion, the comment summary letter and red-lined plan sheets can be scanned and submitted electronically to the design consultant to expedite the review process.*
- ▶ *Although we understand that meetings will not be required, CSG is available to meet with the applicant/representative and the City's staff to review comments or to delineate the standards which are not being met, to facilitate timely completion of the review and meeting the maximum goal of two plan checks. CSG will accept and review subsequent submittals electronically, when feasible, to expedite the review process.*
- ▶ *Soils reports will be evaluated, and confirmation of recommendations will be included on the plans. Boundary conditions will be evaluated to maintain continuity with surrounding properties and maintain existing drainage patterns. Construction erosion control and post-construction water quality control will be evaluated for compliance with the stormwater quality management permit in effect for the City.*
- ▶ *Assist the City with development of conditions of approval, development agreements, and other requirements associated with development applications. Additionally, assist the City in negotiating with developers regarding terms of agreements or conditions (additional tasks associated with the entitlement process are described above). Confirm that the developer has obtained necessary permits or approvals from other public agencies as needed, and that plans conform to the City's NPDES Phase II Small MS4 Permit and Central Coast Post-Construction Low Impact Development requirements for stormwater treatment and detention.*
- ▶ *Review and recommend approval of engineering bond estimates and subdivision guarantees. Assist the staff in preparing subdivision improvement agreements, other agreements (including stormwater treatment controls operations and maintenance and landscape maintenance agreements), and staff reports.*
- ▶ *Meet with developers, consultants, and other agencies on behalf of staff, as requested.*

Permitting and Construction

- ▶ *Assist in preparation of construction permits.*
- ▶ *Provide engineering support during construction.*
- ▶ *Assist with project closeout and acceptance of improvements.*

Digital Plan Review

CSG has been performing digital plan reviews with various municipalities including the Cities of Mountain View, Rohnert Park, Belmont, San Mateo, Soledad, Pacifica, and San Carlos. Reviews have been performed utilizing Bluebeam and GIS. Virtual communications with clients have taken place via Zoom and Microsoft Teams platforms. Additionally, CSG staff are very experienced with several land development tracking software including Accela.

Staffing

- ▶ *All plan reviews will be conducted by a State of California licensed civil engineer or under the supervision of a licensed civil engineer.*
- ▶ *Each plan review is assigned to a plan reviewer with oversight of the project manager. The assigned design plan reviewer will be committed to the project and will furnish all subsequent reviews for the project. It is the goal of CSG to provide, where practical, a cradle-to-grave approach for project review, where a review team is assigned to the project from entitlement through plan review and construction to closeout and acceptance.*

- ▶ Provide specialized qualified licensed engineers to assist in any structural, soil and geotechnical reviews, for any of the assigned projects.
- ▶ Map checking will be overseen by licensed professional land surveyors or by professional engineers licensed to practice land surveying in the State of California.
- ▶ The review team will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00 AM through 5:00 PM. Web conferences, fax, and conference calls are optional forms of communications between Consultant and City staff.

Plan Review Submittals Schedule

Development of hard-and-fast schedules for completion of development review and plan review work is difficult as timing and scope of projects is not always known. Examples of time frames for completing certain tasks are provided in the following table:

TYPE	TIME FRAME
Pre-application entitlement review	Review application material in advance of requested meetings; complete formal comments and submit to Planning within two weeks of meeting
Review Tentative Map Application or Other Entitlement Package	Fifteen (15) working days of notice of submittal by the City
Prepare Conditions of Approval	Prepare within one week of request by Planning, or within reasonable shorter time frame if needed to meet hearing date
Complete Improvement Plan (1 st Check)	Fifteen (15) working days of notice of submittal by the City
Complete Subsequent Improvement Plan Check As Needed	Ten (10) working days of notice of submittal by the City
Prepare fee estimate, review bond estimate, or prepare permit	Ten (10) working days of request
Miscellaneous Assignments	Dependent on scope; typically between five (5) and ten (10) working days

Turnaround times include pickup, QA/QC, and delivery.

Review of Storm Water Pollution Prevention Plans (SWPPP) and Post Construction Best Management Practices (BMPs)

CSG will review all plans and documents provided to demonstrate adequate and seasonally appropriate erosion and sediment controls in line with local requirements (i.e. grading ordinance). All stormwater protection BMPs shall be reviewed for site specificity and phase appropriateness, including erosion controls, run-on and run-off controls, sediment controls, active treatment systems, site management (aka housekeeping measures) and non-stormwater management. In addition, CSG will:

- ▶ Review of a SWPPP and/or Water Pollution Control Plan (WPCP) for conformance to the State Water Resources Control Board Phase II Small MS4 Permit and the Central Coast Regional Water Quality Control Board Post-Construction Requirements.
- ▶ Optional Review of a SWPPP under the NPDES Construction General Permit will include confirmation of filing Notice of Intent (NOI) and WDID, notation of an Eligibility for Erosivity Waiver (for smaller projects and construction timeframe), notation of Risk Level determination (RL1-RL3) based on location and potential threat to water quality, and notation of the proposed schedule for required non-stormwater monitoring. Review of these selected topics does not constitute acceptance, approval, or recommendation of approval on behalf of or to the State.

MAP REVIEW AND CITY SURVEYOR SERVICES

The traditional role of the City Surveyor is to ensure that maps, legal descriptions, and plats prepared for private developments or public projects are **technically correct**. However, more often than not, the City Surveyor also routinely ensures that the documents are comprehensive of City requirements and completed in accordance with the California Subdivision Map Act and local ordinances and are in substantial conformance with the approved entitlement application (traditionally the functions of the City Engineer). The City Surveyor’s functions can vary, but typically include evaluating the documents submitted by applicants for completeness, reviewing and providing written comments and ‘redlines,’ and signing final documents/certificates or mylar prints of subdivision maps once approved. When complicated or unusual circumstances arise, the City Surveyor often meets with and advises the City Engineer and private applicants. On rare occasions, the City surveyor may also be directed to set street monuments not set by private development surveyors.



Detailed Scope of Work

CSG will review Final/Tract and Parcel Maps, Amending Maps, Certificates of Correction, Street Dedications and Public Easement Grants (Plats/Legal Descriptions), Lot Line Adjustments and Lot Mergers (Plats/Legal descriptions, and complete certificates), or other documents for compliance and conformance with the following:

- ▶ *Approved Tentative Map (for subdivisions)*
- ▶ *Conditions of Approval*
- ▶ *The California Subdivision Map Act*
- ▶ *The Professional Land Surveyor’s Act*
- ▶ *Industry Standards and Local Practice*
- ▶ *Title information for the property, including existing easements and any other relevant land encumbrances, based on information contained in a preliminary title report (PTR) and record documents to be furnished by the applicant (a hyperlinked PTR typically works best)*
- ▶ *Survey and miscellaneous information presented on parent record maps and deeds of the subject and adjacent properties*
- ▶ *The Project Improvement Plans and other documents when conformance review is required by the City*

In conjunction with each review, CSG performs the following:

- ▶ *Review of closure calculations*
- ▶ *Review, seal and sign final copies of subdivision maps or sign various certificates for technical correctness (as Acting City Surveyor or Technical Reviewer)*
- ▶ *Preparation of Staff Report(s) for City Council approval, if required*
- ▶ *Preparation of Lot Line Adjustment and Lot Merger certificates*
- ▶ *Preparation of Certificates of Compliance (including review of the Chain of Title for the parcel in question, and preparation of a technical memorandum describing our findings).*

In addition to the documents listed above, CSG also regularly reviews Tentative Maps and assists municipalities with preparing Conditions of Approval (COAs). As City Surveyor, our scope of work is generally limited to review of the boundary and title information, and generating COAs associated with easements, or vacations or dedications of Rights-of-Way. However, CSG can assist with all facets of Tentative Map reviews, including engineering reviews if needed.

CSG’s Review Process

New map submittals will be coordinated with the proposed project manager. At the time of new submittals, the applicant may decide to meet with the City and CSG’s project manager via Zoom or Microsoft (MS) Teams, to briefly present the project and discuss any challenges.

Upon receipt of the submittal package, CSG will perform a cursory review to determine if the submittal is complete or let the applicant know if additional documents are needed for the review. The documents required to initiate a mapping review consist of the following (minimum):

- ▶ *Final or Parcel Map (or plat & legal description) in a PDF format*
- ▶ *A hyperlinked Preliminary Title Report, dated within 60 days*
- ▶ *Closure Calculations*
- ▶ *Any other record document used in the preparation of the new map or plat and legal description that is not readily available via the hyperlinked PTR*

Depending on the City’s preference and project timeline, we may require missing documents immediately or address the matter in the form of a general comment with the first review.

Map reviews are typically completed by our team within **fifteen (15)** working days after receipt of a complete submittal package. Redlined documents and written comments are prepared for each review and can be provided electronically via email (most common), via overnight delivery, or by regular mail. Although comments are always provided to the City, comments may also be provided directly to the applicants upon City’s request. Subsequent submittals are typically reviewed within **five to ten (5-10)** working days, but additional review time may be requested depending on project size, complexity, and applicant responsiveness to the first review. Conversely, expedited plan reviews may be performed upon request in certain cases.

Following each review, CSG is available to meet with City staff and/or applicants to discuss comments via Zoom, MS Teams, or by conference call. Our staff is always available to meet with applicants to discuss concerns and explain comments, at any stage of the review process.

Digital Plan Review

CSG has been performing digital plan reviews with various municipalities including the Cities of Mountain View, Rohnert Park, Belmont, San Mateo, Soledad, Pacifica, and San Carlos. Reviews have been performed utilizing Bluebeam and GIS. Virtual communications with clients have taken place via Zoom and Microsoft Teams platforms. Additionally, CSG staff is very experienced with several land development tracking software including Accela.

Staffing

- ▶ *All map reviews will be conducted by a State of California licensed civil engineer or under the supervision of a licensed civil engineer.*
- ▶ *Each map review is assigned to a reviewer with oversight of the project manager. The assigned design map reviewer will be committed to the project and will furnish all subsequent reviews for the project. It is the goal of CSG to provide, where practical, a cradle-to-grave approach for project review, where a review team is assigned to the project from entitlement through map review and construction to closeout and acceptance.*
- ▶ *Map checking will be overseen by licensed professional land surveyors or by professional engineers licensed to practice land surveying in the State of California.*

- ▶ *The review team will be available for applicant inquiries or conferences during normal business hours, Monday through Friday, from 8:00 AM through 5:00 PM. Web conferences, fax, and conference calls are optional forms of communications between Consultant and City staff.*

LAND & SURVEY DOCUMENTS FOR PUBLIC PROJECTS

On occasion, certain projects will require that the City prepare documents affecting property rights on behalf of the public (such as right-of-way dedications or vacations, and public easements) or prepare documents affecting the fee title ownership of public property (such as lot line adjustments for public facilities – Community Centers, Police Stations, Parks, Corporation Yards, etc.) CSG has assisted many of our clients in such transactions and worked closely with City Attorneys to ensure that proper procedures and legal requirements are adhered to.

Detailed Scope of Work

The types of legal documents that may be prepared by the City will vary but may include Parcel Maps, Lot Line Adjustments, Lot Mergers, and more. Plats and legal descriptions may need to be prepared. For street dedication or vacation documents, as well as easement grants and abandonments, the burden of preparing the plats and legal descriptions are typically put on the private party in conjunction with private development of the affected parcel(s). Those documents may, however, also be prepared as stand-alone documents/instruments by the City Surveyor. Lastly, records of survey may also be prepared if dictated by the Professional Land Surveyor's Act.

All documents are produced using the same level of care and quality control as mapping reviews, and prepared in conformity to the following legal codes:

- ▶ *California Subdivision Map Act*
- ▶ *Professional Land Surveyor's Act*
- ▶ *Streets and Highways Code*
- ▶ *Civil Code*
- ▶ *Other relevant sections of the Government Code*

All maps or certificates are prepared using local industry standards and pre-established City requirements.

CSG's Map/Document Preparation Process

CSG will meet with City representatives to discuss the scope of the project, general expectations, and final intent for the public property. Occasionally, better or quicker solutions are proposed to resolve issues after the project is thoroughly reviewed and discussed. CSG will provide field and office surveys, perform research of records, and order and analyze Preliminary Title Information. The map (or legal description and plat) are subsequently prepared and submitted for review and comment to the City prior to producing mylar prints and obtaining signatures from all parties.

Land and Boundary Surveys

In conjunction with public improvement projects, the City may require the City Surveyor to perform boundary and topographic surveys. The CSG surveying crews routinely provide this service under the direction of Ms. Truong and other licensed land surveyors utilizing Trimble Robotic Total Station and GPS equipment based on the California State Plane Coordinate System (CCS), NAD83 (for horizontal control) and City Benchmarks (for vertical control).

ON TIME ON CALL PROJECT DELIVERY

CSG maintains an engineering design staff of over 60 personnel. To manage workload and meet client expectations, CSG project managers hold weekly in-house meetings to review project deadlines, project budgets, analyze staff utilization, and prioritize various projects. Below is our five-step process for project delivery.

- *Project assignment begins with identifying the technical expertise required for each task, while matching it with the appropriate staff needed for the assignment via the “Staff Expertise” matrix. This provides the client with assurances that the work will be performed to a high standard and with an on-time, on-budget approach right from the start.*
- *Once a project/task has been assigned and begins, deadlines are tracked in a “Project Summary” log and reviewed at weekly design meetings.*
- *Required resources for each task are reflected in a “Resource Allocation” sheet and updated weekly.*
- *Should the work scope change per the clients’ request, additional required resources are discussed internally to ensure that appropriate staff members are assigned, based on expertise and availability.*

QUALITY ASSURANCE/QUALITY CONTROL

CSG’s in-house QA/QC Implementation Plan utilizes a peer review process with multi-level internal project checking. As highlighted in the organizational chart for this contract, **Sophie Truong, PE, PLS, QSD/P**, will be dedicated to the QA/QC Implementation Plan, and will work with the project manager on the following:

- *Establishing guidelines & assigning accountable personnel and responsibilities for each task.*
- *Assuring that all deliverables are reviewed, including products from subconsultants.*
- *Monitoring the process to assure that the schedule and budget are followed.*
- *Participating in the internal and external reviews.*
- *Reviewing and signing off on deliverables before submittal to the clients.*

Project Examples

SECTION **4**

RELEVANT WORK EXPERIENCE

Below is a sampling of projects for which CSG has provided similar services as those requested by the City.

PACIFIC STATION REDEVELOPMENT | CITY OF SANTA CRUZ, CA

Building Plan Review (Including Green Building Review)

CSG is providing building plan review and green building review services for the Pacific Station Redevelopment in Santa Cruz, CA. The project includes two new mixed-use affordable housing structures (North & South).

- ▶ **PACIFIC STATION NORTH:** CSG is providing building plan review for the Pacific Station North redevelopment, a 7-story, 128-unit mixed-use podium project. The project is Type IIIA wood framed over 2-story Type IA construction at grade and features commercial retail and office space on the first two levels. Residential units span from level two through level seven, while a community room, laundry room, computer room and roof deck for residents is located on the seventh floor. The site for Pacific Station North originally was formerly the home for the Metro Pacific Police Station, which was made up of five parcels owned by the City and Santa Cruz Metropolitan Transit District along Pacific Avenue—including three commercial buildings that were demolished as a part of the overall project.
- ▶ **PACIFIC STATION SOUTH:** CSG is providing building plan review for the Pacific Station South redevelopment, a 7-story, 70-unit building that also offers commercial/residential amenity space and a medical clinic on the first two levels. The 70 residential units are located on the upper five stories and will provide 100% affordable housing to low-income households.

SIERRA POINT PARKWAY DEVELOPMENT | CITY OF BRISBANE, CA

Building & Fire Plan Review, Building Inspection



CSG has provided building and fire plan review services for Sierra Point Parkway projects since 2000. This bay-front development in Brisbane, CA, continues to expand and plans are in the works for additional projects. Below is a brief description for projects CSG performed building plan review and/or building inspection for:

- ▶ **SIERRA POINT TOWERS – BUILDING 1 | CITY OF BRISBANE, CA**
CSG is providing building and fire plan review, as well as building inspection for Building 1 of the Sierra Point Towers project—a 14-story, 494,340 sq. ft. structure that is located near the northern boundary of the project site.
- ▶ **SIERRA POINT TOWERS – BUILDING 2 | CITY OF BRISBANE, CA**
CSG is providing building and fire plan review, as well as building inspection for Building 2 of the Sierra Point Towers project—a 9-story, 317,000 sq. ft. structure that is located near the eastern boundary of the project site.
- ▶ **SIERRA POINT TOWERS – AMENITY BUILDING | CITY OF BRISBANE, CA**
CSG is providing building plan review and building inspection for the Amenity Building portion of the Sierra Point Towers project, a 2-story building totaling 40,000 sq. ft. The Amenity Building is located near the southwest corner of the project site and is being built on the site of an existing parking lot.

APPLE CAMPUS 2 (TANTAU DEVELOPMENT) | CITY OF CUPERTINO, CA

Building Plan Review



CSG provided on and off-site plan review for multiple new structures that are part of the Apple Campus 2 Development. Plan review included foundation, shell, and tenant improvements for the new structures. CSG’s services also included providing an on-site plan review engineer for 2 days a week during the duration of the project to help expedite reviews, answer code clarification questions, and to attend weekly meetings with the design team, owners and the City.

Throughout the project, CSG assisted architects and engineers with code inquiries and clarifications; provided expedited review of RFIs and deferred submittals; and coordinated with City departments to ensure review and approval of submittals. The total project size was 1.3 million sq. ft. Additional examples of Apple Campus 2 buildings for which CSG provided review include:

- ▶ 2 two-story research & development buildings totaling 212,000 sq. ft.
- ▶ A five-story, 304,000 sq. ft. parking structure, data center and energy center
- ▶ A 206,000 sq. ft. visitor center with below-grade parking and a viewing deck
- ▶ A 3,300 sq. ft. “Tantau” reception building
- ▶ A 1,870 sq. ft. “Wolfe” reception building
- ▶ 2 outdoor, open-air cafeterias at 2,586 sq. ft. each
- ▶ A 2,238 sq. ft. maintenance building

SUNNYVALE CIVIC CENTER | CITY OF SUNNYVALE, CA

Building Plan Review, Fire Plan Review & CASp



CSG provided plan review, fire plan review, and CASp review for the Sunnyvale Civic Center, a 4-story, 117,000 sq. ft. structure that will serve as Sunnyvale’s new city hall. The project received an LEED Platinum rating and a Net Zero carbon footprint—the first city hall in the nation to be recognized for attaining both of these standards—and is now recognized as “America’s Greenest City Hall.” The all-electric building is powered by roof-top solar panels, but also features floor-to-ceiling bird-

safe windows, light wells and a unique orientation that allows for maximum use of natural light. The new city hall also includes a revamped public safety emergency operations center, with plans to add six acres of public open space, an outdoor amphitheater, and an expanded library. The project was divided into six phases—with CSG being heavily involved in plan reviews for each phase. Throughout each step in the process, CSG helped ensure that all required building, mechanical, electrical, plumbing, and accessibility requirements were met in all six phases. Before the building ever opened to the public, it was recognized as one the Business Journal’s 2022 Structures for public/civic projects.

VETERANS AFFAIRS OUTPATIENT CLINIC | CITY OF MARINA, CA

Building & Fire Plan Review



CSG provided complete building and fire plan review for this integrated Department of Veterans Affairs and Department of Defense joint health-care clinic, the first in California. This 146,000 sq. ft., three-story structure on 14.3 acres will serve as a state-of-the-art medical clinic. The clinic provides primary and specialty care facilities and services that include subspecialty clinics, audiology, indoor and outdoor physical therapy, occupational therapy, a mental health center, as well as imaging and laboratory space. This project achieved LEED Gold certification.

MONARCH BAY SHORELINE DEVELOPMENT | CITY OF SAN LEANDRO, CA



CSG is currently assisting the City of San Leandro with the “Monarch Bay” Shoreline project. This project is a Public/Private partnership between the City of San Leandro and Cal Coast Development to redevelop a 52-acre area surrounding the City’s existing marina. The redevelopment will include multi-family apartments, a hotel, a conference center, housing units, new restaurants, a new community library, a 25-acre passive public park, and almost 2 miles of Public promenade. To date, CSG has assisted the City’s Transportation and Engineering Department with general project management including preparation of the Development Agreement, attending community meetings, and

reviewing preliminary engineering and mapping plans. CSG will continue to provide project management as the development progresses as well as perform detailed engineering and mapping plan reviews.

DEVELOPMENT REVIEW SERVICES | CITY OF VALLEJO, CA

CSG has provided the City of Vallejo with comprehensive land development review services including project management, entitlement review, improvement plan review, and construction engineering support. This This mixed-use project consists of commercial and residential components bounded by Mare Island Way, Harbor Way, and Mare Island Causeway. There are 175 single family residential lots.

CLEMENT AVENUE IMPROVEMENTS FROM GRAND AVENUE TO WILLOW STREET LAND DEVELOPMENT REVIEW | CITY OF ALAMEDA, CA

CSG was selected to conduct development review services to assess improvement plans, off-site drainage, and storm drain outfall enhancements.

THE TOWNHOMES LAND DEVELOPMENT REVIEW | CITY OF ALAMEDA, CA

CSG was selected to provide development review for this high-density residential development. The project included frontage improvements, stormwater improvements, and a pedestrian corridor which provided public access between Clement Avenue and the Waterfront Bay Trail through the building. The project is currently under construction.

25A ORINDA WAY DEVELOPMENT REVIEW | CITY OF ORINDA, CA

As part of an on-call for land development services, CSG was chosen to conduct development review for a 24,150 sq. ft. mixed-use retail and office building located along Orinda Way. Our team has completed the review process, and the submission has been forwarded to Contra Costa Public Works for their assessment.

ON-CALL DEVELOPMENT REVIEW | CITY OF GILROY, CA

CSG current provides as-needed development review services to the City of Gilroy, including full development review for the Glen Loma Ranch subdivision. The Glena Loma project included plan check and map review for a 360-acre development, which will include 1,600 units of varying size and residencies, divided into 19 residential neighborhoods, a new fire station, town center commercial area, preserved open space, and major bicycle and pedestrian system. CSG staff completed review of Phase 1A of this project which includes 3 subdivision improvement plans with a total of 274 units, two roundabouts, and a city park.

Fee Schedule

SECTION **5**

CSG Consultants’ fee schedule for the requested services is provided below:

PERSONNEL / REVIEW TYPE	ALL INCLUSIVE FEE / HOURLY RATE
Off-Site Building Plan Review by Percentage	
Full Building Plan Review by Percentage	65% of Agency’s Building Plan Check Fees
Structural Only Plan Review by Percentage	55% of Agency’s Building Plan Check Fees
Expedited Plan Review by Percentage	95% of Agency’s Building Plan Check Fees
Minimum Per Plan Review (Except for Residential Solar)	\$250
Off-Site Building Plan Review Hourly Rates (minimum 1-hour per submittal)	
Building Plan Review	\$147
Structural Only Plan Review	\$170
CASp Plan Review/Consultation	\$166
Expedited Plan Review (Hourly)	1.5 x Hourly Rate
Building Department Services (Hourly Rates)	
CASp Inspection	\$157
Building Inspector	\$131
Building Official	\$143
Administration/Plan Processing	\$80
Engineering Services (Hourly Rates)	
Administrative Assistant	\$90
Analyst	\$150
Construction Inspector	\$165
Assistant Resident Engineer	\$195
Assistant Engineer	\$165
Associate Engineer	\$200
Associate Surveyor	\$195
Senior Construction Inspector	\$185
Senior Engineer	\$220
Senior Land Surveyor	\$220
Resident Engineer	\$240
Structure Representative	\$240
Senior Project Manager	\$245
Principal Engineer	\$270
Senior Principal Engineer	\$290
Two-Person Survey Crew	\$395

Fee Schedule Terms & Conditions

- *Plan review is based on a percentage of the agency's plan check fees and includes the initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions, and RFIs will be charged at the appropriate hourly rate below.*
- *RFIs for large developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with the agency.*
- *Depending on project size and scope, CSG's percentage-based expedited plan review rate may be adjusted if mutually agreed upon between the Agency and CSG.*
- *All hourly rates include overhead costs including but not limited to salaries, benefits, workers' compensation insurance, local travel, and miscellaneous office expenses.*
- *Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the Agency prior to proceeding.*
- *Overtime services and services provided outside of normal business hours will be billed at 1.5x the applicable hourly rate.*
- *Hourly rates for publicly funded projects will be based on current prevailing wage rates.*
- *On July 1 of each year following the contract start year, CSG will initiate an hourly rate increase based on change in CPI for the applicable region.*
- *CSG will mail/email an invoice every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.*
- *This fee proposal is valid for a period of 90 days from date of submittal.*
- *If plans are not submitted electronically, CSG will coordinate the pickup and return of all plans to CSG via CSG staff or a licensed courier service.*
- *For hourly projects only, performance of plan review services utilizing the agency's adopted plan review software (e.g., ProjectDox or Bluebeam Studios) to, for example, markup plans with corrections and redlines and/or coordinate with other internal agencies, may involve additional time being added to the plan review time at the associated plan review rate.*
- *Administration/Plan Processing fees are incurred for specific additional services requested by the agency beyond the normally provided CSG administrative services which typically include coordinating the pick-up and return of plans; performing scanning, collating, and tracking; and providing plan review status updates to the agency. Cost for additional services will be negotiated based on the type of request with a minimum fee based on 0.5 hours of service per project.*



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Capitola City Council

Agenda Report

Meeting: May 23, 2024

From: Public Works Department

Subject: GreenWaste Annual Rate Adjustment



Recommended Action: Adopt a resolution approving the contractual rate increase for collection and disposal of residential and commercial garbage, recycling, organics, food waste, yard waste, and construction and demolition debris, effective July 1, 2024, according to the Service Rate Schedule formula of the Franchise Agreement with GreenWaste Recovery, Inc.

Background: On October 14, 2021, the City entered into an amended and restated Franchise Agreement (Agreement) with GreenWaste Recovery, Inc. for collection and disposal of garbage, recycling, organics, food waste, yard waste, and construction and demolition debris for the City of Capitola. The Agreement is effective through June 30, 2030.

The Agreement provides a prescribed formula to determine annual rate adjustments, which become effective July 1st of each year. The formula includes the cost of disposal and processing ("Tipping Fee") at the Monterey Regional Waste Management District facility in Marina and allows adjustments to labor and operating costs and other regulatory fees based on the Consumer Price Index (CPI). Both residential and commercial rates are subject to annual rate adjustments.

Discussion: Residential service rates include collection and disposal of residential garbage, yard waste, food scraps, and recycling. New residential monthly rates for FY 2024-25 were calculated using a 2.62% CPI increase for service rates and 3.00% increase for Tipping Fees. The sum of the service and disposal rate components are used to calculate the new rates for each garbage service category. The average residential rate increase among all garbage service categories is 2.67% (Table 1).

Commercial customers are separately billed for garbage, organics, and recycling. New commercial monthly service rates were calculated using a 2.62% CPI increase for service rates, a 3.00% increase for Tipping Fees on Garbage and Recycle service, and a 8.07% increase for the Tipping Fee on Organics service.

Selected rates are included in Table 1 below, the resolution (Attachment 1) contains the full rate schedule effective July 1, 2024. **Table 1. Residential Rates**

Garbage Service Cart Size	Prior Rate (07/01/2023)	New Rate (07/01/2024)	% Rate Increase
Care Discounted*	\$10.99	\$11.28	2.64%
20 Gallon	\$21.77	\$22.35	2.66%
Care Discounted*	\$13.06	\$13.41	2.68%
35 Gallon	\$24.67	\$25.33	2.68%
Care Discounted*	\$14.80	\$15.20	2.70%
64 Gallon	\$41.99	\$43.11	2.67%
96 Gallon	\$59.51	\$61.10	2.67%
Average % Rate Increase			2.67%

*The Care Discounted rate is available to residential customers who participate in the PG&E Care Program.

Fiscal Impact: Any rate adjustments will have no effect on City expenses. The Franchise Agreement has a 10% franchise fee of gross receipts. Any rate change provides a corresponding change in franchise fee revenue.

Attachments:

1. Resolution

Report Prepared By: Erika Senyk, Environmental Projects Manager

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
APPROVING A RATE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL
GARBAGE, RECYCLING, ORGANICS, FOOD WASTE, YARD WASTE AND
CONSTRUCTION AND DEMOLITION DEBRIS IN CAPITOLA EFFECTIVE JULY 1,
2024, SUPERSEDING RESOLUTION NO. 4315**

WHEREAS, on October 14, 2021, the City Council approved the Amended and Restated Garbage, Recycling, Organics, Food Waste, Yard Waste and Construction and Demolition Debris Services Franchise Agreement (“Agreement”) with GreenWaste Recovery; and

WHEREAS, on May 25, 2023, the City Council adopted Resolution No. 4315, which amended the solid waste rate schedule effective July 1, 2023; and

WHEREAS, the Agreement separates the costs for collection and disposal; and

WHEREAS, the Agreement allows for GreenWaste Recovery to increase the collection rates annually by 100% of the Consumer Price Index (“CPI”) for San Francisco Oakland-San Jose area. The CPI increase was 2.625% for the period ending in December 2022; and

WHEREAS, the City contracts with Monterey Regional Waste Management District for disposal, where disposal costs have increased 3.00% for Residential Garbage, Recycling, and Organics service and Commercial Garbage and Recycling service and 8.07% for Commercial Organics service; and

WHEREAS, due to the increase in disposal costs, and as permitted by the Agreement, disposal rates for Residential Garbage, Recycling, and Organics and Commercial Garbage and Recycling service will increase by 3.00%, effective July 1, 2024; and

WHEREAS, due to the increase in disposal costs, and as permitted by the Agreement, disposal rates for Commercial Organics service will increase by 8.07%, effective July 1, 2024; and

WHEREAS, the City Council considered the rate increases described herein at a public meeting where members of the public had the opportunity to address the council on the proposed increases.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Capitola, approves the Rate Schedule for Residential and Commercial Refuse, Recycling, Organics, and Yard Waste in Capitola as shown on the Schedule of Rates attached to this Resolution (Exhibit B-1: Residential Rates; Exhibit B-2: Commercial Garbage, Recycle, and Organics Rates) effective July 1, 2024.

BE IT FURTHER RESOLVED that this Resolution becomes effective on July 1, 2024.

I HEREBY CERTIFY that the above and foregoing resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 23rd day of May, 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk



March 31, 2024

Jessica Kahn, P.E.
Public Works Director
City of Capitola
420 Capitola Ave
Capitola, California 95010

Dear Ms. Kahn:

We have calculated the new rates for Waste Collection as specified in the AMENDED AND RESTATED GARBAGE, RECYCLING, ORGANICS, FOOD WASTE, YARD WASTE AND CONSTRUCTION AND DEMOLITION DEBRIS SERVICES FRANCHISE AGREEMENT effective October 14, 2021, SECTION 7.1.C. Enclosed is the calculation of the CPI adjustment, a copy of the indexes from the Bureau of Labor Statistics website, and new rate schedules effective July 1, 2024.

The calculated increase is 2.625% based on the underlying CPI Index, with an increase of 3.0% in the MSW disposal component, 7.58% in the Yard waste disposal component and 8.07% in the Food waste disposal component.

If you have any questions, please feel free to give me a call at (367)-602-1131 or e-mail me at james.redmond@greenwaste.com.

Yours very truly,

James Redmond
Chief Financial Officer

Enclosures

CPI for All Urban Consumers (CPI-U) Original Data Value

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series All items in San Francisco-Oakland-Hayward, CA, all

Title: urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base 1982-84=100

Period:

Years: 2010 to 2023

Year	Dec
2010	227.658
2011	234.327
2012	239.533
2013	245.711
2014	252.273
2015	260.289
2016	269.483
2017	277.414
2018	289.896
2019	297.007
2020	302.948
2021	315.805
2022	331.222
2023	339.915
Rate Increase	2.625%



U.S. BUREAU OF LABOR STATISTICS

HOME ▾ SUBJECTS ▾ DATA TOOLS ▾ PUBLICATIONS ▾ ECONOMIC RELEASES ▾ CLASSROOM ▾ BETA ▾

Databases, Tables & Calculators by Subject

Change Output Options: From: 2013 ▾ To: 2023 ▾ [GO](#)
 include graphs include annual averages [More Formatting Options](#) ➔

Data extracted on: March 25, 2024 (8:52:45 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2013	242.677	244.675	244.675	245.935	246.072	246.617	245.711	245.023	243.894	246.152					
2014	248.615	251.495	253.317	253.354	254.503	252.273	251.985	250.507	253.463						
2015	254.910	257.622	259.117	259.917	261.019	260.289	258.572	256.723	260.421						
2016	262.600	264.565	266.041	267.853	270.306	269.483	266.344	263.911	268.777						
2017	271.626	274.589	275.304	275.893	277.570	277.414	274.924	273.306	276.542						
2018	281.308	283.422	286.062	287.664	289.673	289.896	285.550	282.666	288.435						
2019	291.227	294.801	295.259	295.490	298.443	297.007	295.004	293.150	296.859						
2020	299.690	298.074	300.032	300.182	301.736	302.948	300.084	299.109	301.059						
2021	304.387	309.419	309.497	311.167	313.265	315.805	309.721	306.724	312.718						
2022	320.195	324.878	330.539	328.871	332.062	331.222	327.060	323.408	330.711						
2023	337.173	338.496	340.056	340.094	341.219	339.915	339.050	337.689	340.411						

**Capitola Annual CPI Increase
Disposal Cost**

MRWMD-Proposed Tip Fee increases		Comments
2023 Actual Tip Fee	\$ 55.00 per ton	Assuming 3% increase based on 2023 avg CPI
2024 Proposed Tip Fee	\$ 56.65 per ton	
Year-Over-Year Increase	3.00% per ton	

MRWMD - Proposed Tip Fee increases - Food Waste		Comments
2023 Proposed Fee	\$ 61.00 per ton	Actual Rate increased to \$64 / ton on Jul-23 Assuming 3% increase based on 2023 avg CPI
2024 Proposed Tip Fee	\$ 65.92 per ton	
Year-Over-Year Increase	8.07% per ton	

MRWMD - Proposed Tip Fee increases Yard Waste		Comments
2023 Proposed Fee	\$ 45.00 per ton	Actual Rate increased to \$47 / ton on Jul-23 Assuming 3% increase based on 2023 avg CPI
2023 Proposed Tip Fee	\$ 48.41 per ton	
Year-Over-Year Increase	7.58% per ton	

**APPENDIX B-1
MONTHLY SERVICE RATES - RESIDENTIAL**

CPI increase	Disposal increase
2.62%	3.00%

Garbage Service Cart Size	Quantity	Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
		Service	Disposal		Service	Disposal	
10 Gallon	1	\$ 15.93	\$ 2.38	\$ 18.31	\$ 16.35	\$ 2.45	\$ 18.80
<i>Care Discounted</i>		\$ 8.61	\$ 2.38	\$ 10.99	\$ 8.83	\$ 2.45	\$ 11.28
20 Gallon	1	\$ 18.93	\$ 2.83	\$ 21.77	\$ 19.43	\$ 2.92	\$ 22.35
<i>Care Discounted</i>		\$ 10.23	\$ 2.83	\$ 13.06	\$ 10.49	\$ 2.92	\$ 13.41
35 Gallon	1	\$ 21.46	\$ 3.21	\$ 24.67	\$ 22.03	\$ 3.31	\$ 25.33
<i>Care Discounted</i>		\$ 11.59	\$ 3.21	\$ 14.80	\$ 11.89	\$ 3.31	\$ 15.20
64 Gallon	1	\$ 36.53	\$ 5.46	\$ 41.99	\$ 37.49	\$ 5.63	\$ 43.11
96 Gallon	1	\$ 51.77	\$ 7.74	\$ 59.51	\$ 53.13	\$ 7.97	\$ 61.10

<i>Each Resident subscribing to Garbage service receives one (1) 64-gallon Recyclables Cart and one (1) 64-gallon Organics Cart for no additional charge.</i>			
Recyclable & Organic Additional monthly charge for one (1) 35-gallon Recyclables Cart and/or one (1) 35-gallon Organics Cart	\$ 0.74		\$ 0.76

Service Code (addtl)	prior rate	
Extra Pick-Up Rate	\$ 35.23	\$ 39.06
Service Code (x-p-up)		

Additional Containers (Weekly Recurring)

Material Type	Recyclables Carts		Organics Carts	
	64 Gallon	96 Gallon	64 Gallon	96 Gallon
Extra Carts	\$10.78	\$15.28	\$21.56	30.55
Extra Pick-Up Rates	\$39.05	\$42.87	\$46.70	54.35

Excess Material Pick-up (Non-Recurring)

Material Type	Prior Per 32-Gal. Set-out	Plus Prior Dismount Fee	Regular Service Day	Prior Non-Service Day Trip Fee	Current Per 32-Gal. Set-out	Plus Current Dismount Fee	Regular Service Day	Non-Service Day Trip Fee
Garbage	\$6.08	\$3.28	n/a		\$6.24	\$3.37	n/a	
Recyclables	\$3.72	\$3.28	n/a	\$27.33	\$3.82	\$3.37	n/a	\$28.05
Organics	\$7.45	\$3.28	n/a		\$7.65	\$3.37	n/a	

Bulky Item Collection

Material Type	Prior Collection Charge	Current Collection Charge	Frequency	Service Code	Prior Containing CFCs	Current Containing CFCs	Frequency	Regular Service Day
Bulky Good	\$27.33	\$28.05	/item	BULKY	n/a	n/a		n/a
Appliances	\$27.33	\$28.05	/item	BULKY-APP	\$ 10.93	\$ 11.22	/each	n/a
Carpet/Padding	\$1.09	\$1.12	/sq.ft.	Ask Vanessa	n/a	n/a		n/a

Miscellaneous Charges

Description	Prior Charge	Current Charge	Frequency
Walk-in Service	\$13.12	\$13.46	/container/mo.
Re-Start Fee	\$27.33	\$28.05	/occurrence
City Surcharge (per household)	\$0.39	\$0.39	/month

**APPENDIX B-2
MONTHLY SERVICE RATES - COMMERCIAL GARBAGE**

CPI increase	Disposal increase
2.62%	3.00%

Garbage CARTS			Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
Quantity	Size	Frequency	Service	Disposal		Service	Disposal	
1	35-gal	1x/week	\$ 28.57	\$ 4.27	\$ 32.85	\$ 29.32	\$ 4.40	\$ 33.72
1	35-gal	2x/week	\$ 57.15	\$ 8.55	\$ 65.69	\$ 58.65	\$ 8.80	\$ 67.45
1	35-gal	3x/week	\$ 85.72	\$ 12.82	\$ 98.54	\$ 87.97	\$ 13.20	\$ 101.17
1	35-gal	4x/week	\$ 114.29	\$ 17.09	\$ 131.38	\$ 117.29	\$ 17.61	\$ 134.90
1	35-gal	5x/week	\$ 142.86	\$ 21.37	\$ 164.23	\$ 146.61	\$ 22.01	\$ 168.62
1	35-gal	6x/week	\$ 171.44	\$ 25.64	\$ 197.08	\$ 175.94	\$ 26.41	\$ 202.34
1	64-gal	1x/week	\$ 57.79	\$ 8.64	\$ 66.43	\$ 59.31	\$ 8.90	\$ 68.21
1	64-gal	2x/week	\$ 115.58	\$ 17.29	\$ 132.87	\$ 118.62	\$ 17.81	\$ 136.42
1	64-gal	3x/week	\$ 173.37	\$ 25.93	\$ 199.30	\$ 177.92	\$ 26.71	\$ 204.63
1	64-gal	4x/week	\$ 231.17	\$ 34.57	\$ 265.74	\$ 237.23	\$ 35.61	\$ 272.84
1	64-gal	5x/week	\$ 288.96	\$ 43.22	\$ 332.17	\$ 296.54	\$ 44.51	\$ 341.05
1	64-gal	6x/week	\$ 346.75	\$ 51.86	\$ 398.61	\$ 355.85	\$ 53.42	\$ 409.26
1	96-gal	1x/week	\$ 85.97	\$ 12.86	\$ 98.83	\$ 88.23	\$ 13.24	\$ 101.47
1	96-gal	2x/week	\$ 171.94	\$ 25.71	\$ 197.65	\$ 176.45	\$ 26.49	\$ 202.94
1	96-gal	3x/week	\$ 257.91	\$ 38.57	\$ 296.48	\$ 264.68	\$ 39.73	\$ 304.40
1	96-gal	4x/week	\$ 343.88	\$ 51.43	\$ 395.30	\$ 352.90	\$ 52.97	\$ 405.87
1	96-gal	5x/week	\$ 429.84	\$ 64.29	\$ 494.13	\$ 441.13	\$ 66.22	\$ 507.34
1	96-gal	6x/week	\$ 515.81	\$ 77.14	\$ 592.96	\$ 529.35	\$ 79.46	\$ 608.81
Garbage CANS			Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
Quantity	Size	Frequency	Service	Disposal		Service	Disposal	
1	32-gal	1x/week	\$ 21.84	\$ 3.27	\$ 25.11	\$ 22.42	\$ 3.36	\$ 25.78
2	32-gal	1x/week	\$ 43.71	\$ 6.54	\$ 50.25	\$ 44.86	\$ 6.73	\$ 51.59
3	32-gal	1x/week	\$ 65.53	\$ 9.80	\$ 75.34	\$ 67.25	\$ 10.10	\$ 77.35

Each Business subscribing to Garbage service in Carts only will receive one (1) 64-gallon Recyclables Cart and one (1) 64-gallon Organics Cart collected 1x/week on the same day as Garbage for no additional charge.

Garbage BINS			Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
Quantity	Cart Size	Frequency	Service	Disposal		Service	Disposal	
1	1cu yd	1x/week	\$ 216.98	\$ 32.45	\$ 249.43	\$ 222.67	\$ 33.42	\$ 256.09
1	1cu yd	2x/week	\$ 329.59	\$ 49.29	\$ 378.89	\$ 338.24	\$ 50.77	\$ 389.02
1	1cu yd	3x/week	\$ 440.92	\$ 65.94	\$ 506.87	\$ 452.50	\$ 67.92	\$ 520.42
1	1cu yd	4x/week	\$ 552.69	\$ 82.66	\$ 635.34	\$ 567.19	\$ 85.14	\$ 652.33
1	1cu yd	5x/week	\$ 664.23	\$ 99.34	\$ 763.57	\$ 681.66	\$ 102.32	\$ 783.99
1	1cu yd	6x/week	\$ 775.76	\$ 116.02	\$ 891.79	\$ 796.12	\$ 119.50	\$ 915.63
2	1cu yd	1x/week	\$ 329.59	\$ 49.29	\$ 378.89	\$ 338.24	\$ 50.77	\$ 389.02
2	1cu yd	2x/week	\$ 552.69	\$ 82.66	\$ 635.34	\$ 567.19	\$ 85.14	\$ 652.33
2	1cu yd	3x/week	\$ 775.76	\$ 116.02	\$ 891.79	\$ 796.12	\$ 119.50	\$ 915.63
2	1cu yd	4x/week	\$ 998.87	\$ 149.39	\$ 1,148.26	\$ 1,025.08	\$ 153.87	\$ 1,178.96
2	1cu yd	5x/week	\$ 1,221.92	\$ 182.75	\$ 1,404.67	\$ 1,253.99	\$ 188.23	\$ 1,442.22
2	1cu yd	6x/week	\$ 1,445.00	\$ 216.11	\$ 1,661.11	\$ 1,482.92	\$ 222.60	\$ 1,705.52
3	1cu yd	1x/week	\$ 441.15	\$ 65.98	\$ 507.13	\$ 452.73	\$ 67.96	\$ 520.69
3	1cu yd	2x/week	\$ 775.78	\$ 116.02	\$ 891.80	\$ 796.14	\$ 119.51	\$ 915.64
3	1cu yd	3x/week	\$ 1,110.62	\$ 166.10	\$ 1,276.72	\$ 1,139.77	\$ 171.09	\$ 1,310.85
3	1cu yd	4x/week	\$ 1,445.03	\$ 216.12	\$ 1,661.14	\$ 1,482.95	\$ 222.60	\$ 1,705.55
3	1cu yd	5x/week	\$ 1,779.66	\$ 266.16	\$ 2,045.83	\$ 1,826.37	\$ 274.15	\$ 2,100.52
3	1cu yd	6x/week	\$ 2,114.23	\$ 316.20	\$ 2,430.44	\$ 2,169.72	\$ 325.69	\$ 2,495.41
4	1cu yd	1x/week	\$ 552.69	\$ 82.66	\$ 635.34	\$ 567.19	\$ 85.14	\$ 652.33
4	1cu yd	2x/week	\$ 998.87	\$ 149.39	\$ 1,148.26	\$ 1,025.08	\$ 153.87	\$ 1,178.96
4	1cu yd	3x/week	\$ 1,445.47	\$ 216.18	\$ 1,661.66	\$ 1,483.41	\$ 222.67	\$ 1,706.08
4	1cu yd	4x/week	\$ 1,891.22	\$ 282.85	\$ 2,174.07	\$ 1,940.86	\$ 291.33	\$ 2,232.19
4	1cu yd	5x/week	\$ 2,337.38	\$ 349.58	\$ 2,686.96	\$ 2,398.73	\$ 360.06	\$ 2,758.79
4	1cu yd	6x/week	\$ 2,783.47	\$ 416.29	\$ 3,199.76	\$ 2,856.52	\$ 428.78	\$ 3,285.30

**APPENDIX B-2
MONTHLY SERVICE RATES - COMMERCIAL GARBAGE (Cont.)**

Garbage BINS			Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
Quantity	Cart Size	Frequency	Service	Disposal		Service	Disposal	
1	2 cu yd	1x/week	\$ 329.63	\$ 49.30	\$ 378.93	\$ 338.29	\$ 50.78	\$ 389.06
1	2 cu yd	2x/week	\$ 552.69	\$ 82.66	\$ 635.34	\$ 567.19	\$ 85.14	\$ 652.33
1	2 cu yd	3x/week	\$ 775.76	\$ 116.02	\$ 891.79	\$ 796.12	\$ 119.50	\$ 915.63
1	2 cu yd	4x/week	\$ 998.87	\$ 149.39	\$ 1,148.26	\$ 1,025.08	\$ 153.87	\$ 1,178.96
1	2 cu yd	5x/week	\$ 1,221.92	\$ 182.75	\$ 1,404.67	\$ 1,253.99	\$ 188.23	\$ 1,442.22
1	2 cu yd	6x/week	\$ 1,445.00	\$ 216.11	\$ 1,661.11	\$ 1,482.92	\$ 222.60	\$ 1,705.52
2	2 cu yd	1x/week	\$ 552.69	\$ 82.66	\$ 635.34	\$ 567.19	\$ 85.14	\$ 652.33
2	2 cu yd	2x/week	\$ 998.87	\$ 149.39	\$ 1,148.26	\$ 1,025.08	\$ 153.87	\$ 1,178.96
2	2 cu yd	3x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
2	2 cu yd	4x/week	\$ 1,891.20	\$ 282.85	\$ 2,174.04	\$ 1,940.83	\$ 291.33	\$ 2,232.16
2	2 cu yd	5x/week	\$ 2,337.39	\$ 349.58	\$ 2,686.97	\$ 2,398.74	\$ 360.07	\$ 2,758.80
2	2 cu yd	6x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
3	2 cu yd	1x/week	\$ 775.76	\$ 116.02	\$ 891.79	\$ 796.12	\$ 119.50	\$ 915.63
3	2 cu yd	2x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
3	2 cu yd	3x/week	\$ 2,114.30	\$ 316.21	\$ 2,430.51	\$ 2,169.79	\$ 325.70	\$ 2,495.49
3	2 cu yd	4x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
3	2 cu yd	5x/week	\$ 3,452.80	\$ 516.40	\$ 3,969.20	\$ 3,543.42	\$ 531.89	\$ 4,075.31
1	3 cu yd	1x/week	\$ 441.13	\$ 65.97	\$ 507.10	\$ 452.70	\$ 67.95	\$ 520.66
1	3 cu yd	2x/week	\$ 773.55	\$ 115.69	\$ 889.24	\$ 793.85	\$ 119.16	\$ 913.01
1	3 cu yd	3x/week	\$ 1,110.40	\$ 166.07	\$ 1,276.47	\$ 1,139.54	\$ 171.05	\$ 1,310.60
1	3 cu yd	4x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
1	3 cu yd	5x/week	\$ 1,779.69	\$ 266.17	\$ 2,045.86	\$ 1,826.40	\$ 274.15	\$ 2,100.55
1	3 cu yd	6x/week	\$ 2,114.30	\$ 316.21	\$ 2,430.51	\$ 2,169.79	\$ 325.70	\$ 2,495.49
2	3 cu yd	1x/week	\$ 775.76	\$ 116.02	\$ 891.79	\$ 796.12	\$ 119.50	\$ 915.63
2	3 cu yd	2x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
2	3 cu yd	3x/week	\$ 2,114.30	\$ 316.21	\$ 2,430.51	\$ 2,169.79	\$ 325.70	\$ 2,495.49
2	3 cu yd	4x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
2	3 cu yd	5x/week	\$ 3,452.80	\$ 516.40	\$ 3,969.20	\$ 3,543.42	\$ 531.89	\$ 4,075.31
2	3 cu yd	6x/week	\$ 4,122.07	\$ 616.49	\$ 4,738.57	\$ 4,230.26	\$ 634.99	\$ 4,865.25
3	3 cu yd	1x/week	\$ 1,110.39	\$ 166.07	\$ 1,276.46	\$ 1,139.53	\$ 171.05	\$ 1,310.58
3	3 cu yd	2x/week	\$ 2,114.30	\$ 316.21	\$ 2,430.51	\$ 2,169.79	\$ 325.70	\$ 2,495.49
3	3 cu yd	3x/week	\$ 3,118.19	\$ 466.35	\$ 3,584.54	\$ 3,200.03	\$ 480.34	\$ 3,680.37
3	3 cu yd	4x/week	\$ 4,122.07	\$ 616.49	\$ 4,738.57	\$ 4,230.26	\$ 634.99	\$ 4,865.25
3	3 cu yd	5x/week	\$ 5,125.99	\$ 766.64	\$ 5,892.63	\$ 5,260.52	\$ 789.64	\$ 6,050.16
3	3 cu yd	6x/week	\$ 6,129.86	\$ 916.78	\$ 7,046.64	\$ 6,290.74	\$ 944.28	\$ 7,235.02
4	3 cu yd	1x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
4	3 cu yd	2x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
4	3 cu yd	3x/week	\$ 4,122.07	\$ 616.49	\$ 4,738.57	\$ 4,230.26	\$ 634.99	\$ 4,865.25
4	3 cu yd	4x/week	\$ 5,460.59	\$ 816.68	\$ 6,277.27	\$ 5,603.90	\$ 841.18	\$ 6,445.08
4	3 cu yd	5x/week	\$ 6,799.16	\$ 1,016.88	\$ 7,816.04	\$ 6,977.61	\$ 1,047.38	\$ 8,024.99
4	3 cu yd	6x/week	\$ 8,137.62	\$ 1,217.05	\$ 9,354.68	\$ 8,351.20	\$ 1,253.57	\$ 9,604.76

**APPENDIX B-2
MONTHLY SERVICE RATES – COMMERCIAL GARBAGE (Cont.)**

Garbage BINS			Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
Quantity	Cart Size	Frequency	Service	Disposal		Service	Disposal	
1	4 cu yd	1x/week	\$ 552.69	\$ 82.66	\$ 635.34	\$ 567.19	\$ 85.14	\$ 652.33
1	4 cu yd	2x/week	\$ 998.87	\$ 149.39	\$ 1,148.26	\$ 1,025.08	\$ 153.87	\$ 1,178.96
1	4 cu yd	3x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
1	4 cu yd	4x/week	\$ 1,891.20	\$ 282.85	\$ 2,174.04	\$ 1,940.83	\$ 291.33	\$ 2,232.16
1	4 cu yd	5x/week	\$ 2,337.39	\$ 349.58	\$ 2,686.97	\$ 2,398.74	\$ 360.07	\$ 2,758.80
1	4 cu yd	6x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
2	4 cu yd	1x/week	\$ 998.87	\$ 149.39	\$ 1,148.26	\$ 1,025.08	\$ 153.87	\$ 1,178.96
2	4 cu yd	2x/week	\$ 1,891.20	\$ 282.85	\$ 2,174.04	\$ 1,940.83	\$ 291.33	\$ 2,232.16
2	4 cu yd	3x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
2	4 cu yd	4x/week	\$ 3,781.76	\$ 565.60	\$ 4,347.35	\$ 3,881.01	\$ 582.56	\$ 4,463.57
2	4 cu yd	5x/week	\$ 4,568.22	\$ 683.22	\$ 5,251.44	\$ 4,688.11	\$ 703.71	\$ 5,391.83
2	4 cu yd	6x/week	\$ 5,460.59	\$ 816.68	\$ 6,277.27	\$ 5,603.90	\$ 841.18	\$ 6,445.08
3	4 cu yd	1x/week	\$ 1,444.31	\$ 216.01	\$ 1,660.32	\$ 1,482.22	\$ 222.49	\$ 1,704.71
3	4 cu yd	2x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
3	4 cu yd	3x/week	\$ 4,122.07	\$ 616.49	\$ 4,738.57	\$ 4,230.26	\$ 634.99	\$ 4,865.25
3	4 cu yd	4x/week	\$ 5,460.59	\$ 816.68	\$ 6,277.27	\$ 5,603.90	\$ 841.18	\$ 6,445.08
3	4 cu yd	5x/week	\$ 6,799.16	\$ 1,016.88	\$ 7,816.04	\$ 6,977.61	\$ 1,047.38	\$ 8,024.99
3	4 cu yd	6x/week	\$ 8,137.62	\$ 1,217.05	\$ 9,354.68	\$ 8,351.20	\$ 1,253.57	\$ 9,604.76
4	4 cu yd	1x/week	\$ 1,891.20	\$ 282.85	\$ 2,174.04	\$ 1,940.83	\$ 291.33	\$ 2,232.16
4	4 cu yd	2x/week	\$ 3,675.92	\$ 549.77	\$ 4,225.68	\$ 3,772.39	\$ 566.26	\$ 4,338.65
4	4 cu yd	3x/week	\$ 5,460.60	\$ 816.68	\$ 6,277.28	\$ 5,603.91	\$ 841.18	\$ 6,445.10
4	4 cu yd	4x/week	\$ 7,245.27	\$ 1,083.59	\$ 8,328.86	\$ 7,435.42	\$ 1,116.10	\$ 8,551.52
4	4 cu yd	5x/week	\$ 9,030.07	\$ 1,350.53	\$ 10,380.60	\$ 9,267.07	\$ 1,391.04	\$ 10,658.11
4	4 cu yd	6x/week	\$ 10,814.66	\$ 1,617.43	\$ 12,432.09	\$ 11,098.49	\$ 1,665.95	\$ 12,764.44
5	4 cu yd	1x/week	\$ 2,404.66	\$ 359.64	\$ 2,764.30	\$ 2,467.77	\$ 370.43	\$ 2,838.20
5	4 cu yd	2x/week	\$ 4,568.23	\$ 683.22	\$ 5,251.45	\$ 4,688.13	\$ 703.72	\$ 5,391.84
5	4 cu yd	3x/week	\$ 6,799.15	\$ 1,016.87	\$ 7,816.02	\$ 6,977.60	\$ 1,047.38	\$ 8,024.98
5	4 cu yd	4x/week	\$ 9,029.98	\$ 1,350.51	\$ 10,380.49	\$ 9,266.97	\$ 1,391.03	\$ 10,658.00
5	4 cu yd	5x/week	\$ 11,260.96	\$ 1,684.18	\$ 12,945.14	\$ 11,556.51	\$ 1,734.70	\$ 13,291.21
5	4 cu yd	6x/week	\$ 13,491.71	\$ 2,017.81	\$ 15,509.51	\$ 13,845.80	\$ 2,078.34	\$ 15,924.14
1	6 cu yd	1x/week	\$ 775.76	\$ 116.02	\$ 891.79	\$ 796.12	\$ 119.50	\$ 915.63
1	6 cu yd	2x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
1	6 cu yd	3x/week	\$ 2,114.30	\$ 316.21	\$ 2,430.51	\$ 2,169.79	\$ 325.70	\$ 2,495.49
1	6 cu yd	4x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
1	6 cu yd	5x/week	\$ 3,452.80	\$ 516.40	\$ 3,969.20	\$ 3,543.42	\$ 531.89	\$ 4,075.31
1	6 cu yd	6x/week	\$ 4,122.07	\$ 616.49	\$ 4,738.57	\$ 4,230.26	\$ 634.99	\$ 4,865.25
2	6 cu yd	1x/week	\$ 1,445.01	\$ 216.11	\$ 1,661.13	\$ 1,482.94	\$ 222.60	\$ 1,705.54
2	6 cu yd	2x/week	\$ 2,783.56	\$ 416.31	\$ 3,199.87	\$ 2,856.62	\$ 428.80	\$ 3,285.42
2	6 cu yd	3x/week	\$ 4,122.07	\$ 616.49	\$ 4,738.57	\$ 4,230.26	\$ 634.99	\$ 4,865.25
2	6 cu yd	4x/week	\$ 5,460.55	\$ 816.67	\$ 6,277.22	\$ 5,603.86	\$ 841.17	\$ 6,445.03
2	6 cu yd	5x/week	\$ 6,799.15	\$ 1,016.87	\$ 7,816.02	\$ 6,977.60	\$ 1,047.38	\$ 8,024.98
2	6 cu yd	6x/week	\$ 8,137.66	\$ 1,217.06	\$ 9,354.72	\$ 8,351.24	\$ 1,253.57	\$ 9,604.81

**APPENDIX B-2
MONTHLY SERVICE RATES - COMMERCIAL GARBAGE (Cont.)**

Garbage BINS			Rate Components		Prior Rate	Rate Components		New Rate
Quantity	Cart Size	Frequency	Service	Disposal	(07/01/2023)	Service	Disposal	(07/01/2024)
1	8 cu yd	1x/week	\$ 998.87	\$ 149.39	1,148.26	\$ 1,025.08	\$ 153.87	1,178.96
1	8 cu yd	2x/week	\$ 1,891.20	\$ 282.85	2,174.04	\$ 1,940.83	\$ 291.33	2,232.16
1	8 cu yd	3x/week	\$ 2,783.56	\$ 416.31	3,199.87	\$ 2,856.62	\$ 428.80	3,285.42
1	8 cu yd	4x/week	\$ 3,675.89	\$ 549.76	4,225.65	\$ 3,772.37	\$ 566.26	4,338.62
1	8 cu yd	5x/week	\$ 4,568.25	\$ 683.22	5,251.47	\$ 4,688.14	\$ 703.72	5,391.86
1	8 cu yd	6x/week	\$ 5,460.55	\$ 816.67	6,277.22	\$ 5,603.86	\$ 841.17	6,445.03

Garbage Front-Load Compact			Rate Components		Prior Rate	Rate Components		New Rate
Quantity	Size	Frequency	Service	Disposal	(07/01/2023)	Service	Disposal	(07/01/2024)
1	2 cu yd	1x/week	\$438.42	\$65.57	\$503.99	\$449.32	\$67.54	\$517.46
1	2 cu yd	2x/week	\$735.07	\$109.94	\$845.01	\$754.36	\$113.23	\$867.60
1	2 cu yd	3x/week	\$1,031.77	\$154.31	\$1,186.08	\$1,058.85	\$158.94	\$1,217.79
1	2 cu yd	4x/week	\$1,232.45	\$184.32	\$1,416.78	\$1,264.80	\$189.85	\$1,454.65
2	2 cu yd	1x/week	\$735.07	\$109.94	\$845.01	\$754.36	\$113.23	\$867.60
2	2 cu yd	2x/week	\$1,328.49	\$198.69	\$1,527.18	\$1,363.36	\$204.65	\$1,568.01
3	2 cu yd	1x/week	\$1,031.77	\$154.31	\$1,186.08	\$1,058.85	\$158.94	\$1,217.79
3	2 cu yd	2x/week	\$1,921.87	\$287.43	\$2,209.31	\$1,972.31	\$296.06	\$2,268.37
1	3 cu yd	1x/week	\$586.68	\$87.74	\$674.42	\$602.08	\$90.38	\$692.45
1	3 cu yd	2x/week	\$1,028.83	\$153.87	\$1,182.70	\$1,055.83	\$158.49	\$1,214.32
2	3 cu yd	1x/week	\$1,031.77	\$154.31	\$1,186.08	\$1,058.85	\$158.94	\$1,217.79
2	3 cu yd	2x/week	\$1,921.87	\$287.43	\$2,209.31	\$1,972.31	\$296.06	\$2,268.37
3	3 cu yd	1x/week	\$1,476.82	\$220.87	\$1,697.69	\$1,515.58	\$227.50	\$1,743.08
3	3 cu yd	2x/week	\$2,812.01	\$420.56	\$3,232.58	\$2,885.82	\$433.18	\$3,319.00
4	3 cu yd	1x/week	\$1,921.87	\$287.43	\$2,209.31	\$1,972.31	\$296.06	\$2,268.37
4	3 cu yd	2x/week	\$3,702.14	\$553.69	\$4,255.82	\$3,799.30	\$570.30	\$4,369.60

Excess Material Pick-up (Non-Recurring)

Material Type	Prior Per 32-Gal. Set-out	Plus Prior Dismount Fee	Regular Service Day	Prior Non-Service Day Trip Fee	Current Per 32-Gal. Set-out	Plus Current Dismount Fee	Regular Service Day	Non-Service Day Trip Fee
Garbage	\$ 8.10	\$ 3.28	n/a	\$27.33	\$ 8.31	\$ 3.37	n/a	\$28.05
Recyclables	\$ 3.72	\$ 3.28	n/a		\$ 3.81	\$ 3.37	n/a	\$28.05
Organics	\$ 7.45	\$ 3.28	n/a		\$ 7.64	\$ 3.37	n/a	\$28.05

Trip Fee

Bulky Item Collection

Material Type	Prior Collection Charge	Current Collection Charge	Frequency	Prior Containing CFCs	Current Containing CFCs		Regular Service Day	Non-Service Day Trip Fee
Bulky Good	\$ 27.33	\$ 28.05	/item	n/a	n/a		n/a	27.33
Appliances	\$ 27.33	\$ 28.05	/item	\$ 10.00	\$ 10.26	/each	n/a	
Carpet/Padding	\$ 1.09	\$ 1.12	/sq.ft.	n/a	n/a		n/a	

Miscellaneous Charges

Description	Prior Charge	Current Charge	Frequency
Sunday Service	\$ 65.60	\$ 67.32	/month
Bin Locks	\$ 27.33	\$ 28.05	/each
Re-Start Fee	\$ 27.33	\$ 28.05	/occurrence
City Surcharge (per	\$ 0.39	\$ 0.39	/month

APPENDIX B-2
MONTHLY SERVICE RATES - COMMERCIAL RECYCLING

**Disposal
 increase**
 3.00%

Recycling CARTS			Rate Components		New Rate (07/01/2024)
Quantity	Size	Frequency	Service	Disposal	
1	35-gal	1x/week	\$ 2.16	\$ 1.55	\$ 3.71
1	35-gal	2x/week	\$ 4.33	\$ 3.09	\$ 7.42
1	35-gal	3x/week	\$ 6.49	\$ 4.64	\$ 11.13
1	35-gal	4x/week	\$ 8.65	\$ 6.19	\$ 14.84
1	35-gal	5x/week	\$ 10.81	\$ 7.73	\$ 18.55
1	35-gal	6x/week	\$ 12.98	\$ 9.28	\$ 22.26
1	64-gal	1x/week	\$ 4.37	\$ 3.13	\$ 7.50
1	64-gal	2x/week	\$ 8.75	\$ 6.26	\$ 15.01
1	64-gal	3x/week	\$ 13.12	\$ 9.39	\$ 22.51
1	64-gal	4x/week	\$ 17.50	\$ 12.52	\$ 30.01
1	64-gal	5x/week	\$ 21.87	\$ 15.64	\$ 37.52
1	64-gal	6x/week	\$ 26.25	\$ 18.77	\$ 45.02
1	96-gal	1x/week	\$ 6.51	\$ 4.65	\$ 11.16
1	96-gal	2x/week	\$ 13.01	\$ 9.31	\$ 22.32
1	96-gal	3x/week	\$ 19.52	\$ 13.96	\$ 33.48
1	96-gal	4x/week	\$ 26.03	\$ 18.62	\$ 44.65
1	96-gal	5x/week	\$ 32.54	\$ 23.27	\$ 55.81
1	96-gal	6x/week	\$ 39.04	\$ 27.93	\$ 66.97

Recycling BINS			Rate Components		New Rate (07/01/2024)
Quantity	Cart Size	Frequency	Service	Disposal	
1	1 cu yd	1x/week	\$ 16.42	\$ 11.75	\$ 28.17
1	1 cu yd	2x/week	\$ 24.95	\$ 17.84	\$ 42.79
1	1 cu yd	3x/week	\$ 33.37	\$ 23.87	\$ 57.25
1	1 cu yd	4x/week	\$ 41.83	\$ 29.92	\$ 71.76
1	1 cu yd	5x/week	\$ 50.28	\$ 35.96	\$ 86.24
1	1 cu yd	6x/week	\$ 58.72	\$ 42.00	\$ 100.72
2	1 cu yd	1x/week	\$ 24.95	\$ 17.84	\$ 42.79
2	1 cu yd	2x/week	\$ 41.83	\$ 29.92	\$ 71.76
2	1 cu yd	3x/week	\$ 58.72	\$ 42.00	\$ 100.72
2	1 cu yd	4x/week	\$ 75.61	\$ 54.08	\$ 129.69
2	1 cu yd	5x/week	\$ 92.49	\$ 66.15	\$ 158.64
2	1 cu yd	6x/week	\$ 109.37	\$ 78.23	\$ 187.61
3	1 cu yd	1x/week	\$ 33.39	\$ 23.88	\$ 57.28
3	1 cu yd	2x/week	\$ 58.72	\$ 42.00	\$ 100.72
3	1 cu yd	3x/week	\$ 84.06	\$ 60.13	\$ 144.19
3	1 cu yd	4x/week	\$ 109.38	\$ 78.23	\$ 187.61
3	1 cu yd	5x/week	\$ 134.71	\$ 96.35	\$ 231.06
3	1 cu yd	6x/week	\$ 160.03	\$ 114.46	\$ 274.50
4	1 cu yd	1x/week	\$ 41.83	\$ 29.92	\$ 71.76
4	1 cu yd	2x/week	\$ 75.61	\$ 54.08	\$ 129.69
4	1 cu yd	3x/week	\$ 109.41	\$ 78.26	\$ 187.67
4	1 cu yd	4x/week	\$ 143.15	\$ 102.39	\$ 245.54
4	1 cu yd	5x/week	\$ 176.92	\$ 126.55	\$ 303.47
4	1 cu yd	6x/week	\$ 210.69	\$ 150.70	\$ 361.38

APPENDIX B-2
MONTHLY SERVICE RATES - COMMERCIAL RECYCLING (Cont...)

**Disposal
increase**
3.00%

Quantity	Recycling BINS		Rate Components		New Rate (07/01/2024)
	Cart Size	Frequency	Service	Disposal	
1	2 cu yd	1x/week	\$ 24.95	\$ 17.85	\$ 42.80
1	2 cu yd	2x/week	\$ 41.83	\$ 29.92	\$ 71.76
1	2 cu yd	3x/week	\$ 58.72	\$ 42.00	\$ 100.72
1	2 cu yd	4x/week	\$ 75.61	\$ 54.08	\$ 129.69
1	2 cu yd	5x/week	\$ 92.49	\$ 66.15	\$ 158.64
1	2 cu yd	6x/week	\$ 109.37	\$ 78.23	\$ 187.61
2	2 cu yd	1x/week	\$ 41.83	\$ 29.92	\$ 71.76
2	2 cu yd	2x/week	\$ 75.61	\$ 54.08	\$ 129.69
2	2 cu yd	3x/week	\$ 109.38	\$ 78.23	\$ 187.61
2	2 cu yd	4x/week	\$ 143.15	\$ 102.39	\$ 245.54
2	2 cu yd	5x/week	\$ 176.92	\$ 126.55	\$ 303.47
2	2 cu yd	6x/week	\$ 210.69	\$ 150.70	\$ 361.40
3	2 cu yd	1x/week	\$ 58.72	\$ 42.00	\$ 100.72
3	2 cu yd	2x/week	\$ 109.38	\$ 78.23	\$ 187.61
3	2 cu yd	3x/week	\$ 160.04	\$ 114.47	\$ 274.50
3	2 cu yd	4x/week	\$ 210.69	\$ 150.70	\$ 361.40
3	2 cu yd	5x/week	\$ 261.35	\$ 186.93	\$ 448.28
1	3 cu yd	1x/week	\$ 33.39	\$ 23.88	\$ 57.27
1	3 cu yd	2x/week	\$ 58.55	\$ 41.88	\$ 100.43
1	3 cu yd	3x/week	\$ 84.05	\$ 60.12	\$ 144.17
1	3 cu yd	4x/week	\$ 109.38	\$ 78.23	\$ 187.61
1	3 cu yd	5x/week	\$ 134.71	\$ 96.35	\$ 231.06
1	3 cu yd	6x/week	\$ 160.04	\$ 114.47	\$ 274.50
2	3 cu yd	1x/week	\$ 58.72	\$ 42.00	\$ 100.72
2	3 cu yd	2x/week	\$ 109.38	\$ 78.23	\$ 187.61
2	3 cu yd	3x/week	\$ 160.04	\$ 114.47	\$ 274.50
2	3 cu yd	4x/week	\$ 210.69	\$ 150.70	\$ 361.40
2	3 cu yd	5x/week	\$ 261.35	\$ 186.93	\$ 448.28
2	3 cu yd	6x/week	\$ 312.01	\$ 223.17	\$ 535.18
3	3 cu yd	1x/week	\$ 84.05	\$ 60.12	\$ 144.16
3	3 cu yd	2x/week	\$ 160.04	\$ 114.47	\$ 274.50
3	3 cu yd	3x/week	\$ 236.02	\$ 168.82	\$ 404.84
3	3 cu yd	4x/week	\$ 312.01	\$ 223.17	\$ 535.18
3	3 cu yd	5x/week	\$ 388.00	\$ 277.52	\$ 665.52
3	3 cu yd	6x/week	\$ 463.98	\$ 331.87	\$ 795.85
4	3 cu yd	1x/week	\$ 109.38	\$ 78.23	\$ 187.61
4	3 cu yd	2x/week	\$ 210.69	\$ 150.70	\$ 361.40
4	3 cu yd	3x/week	\$ 312.01	\$ 223.17	\$ 535.18
4	3 cu yd	4x/week	\$ 413.32	\$ 295.64	\$ 708.96
4	3 cu yd	5x/week	\$ 514.64	\$ 368.11	\$ 882.75
4	3 cu yd	6x/week	\$ 615.95	\$ 440.57	\$ 1,056.52

APPENDIX B-2
MONTHLY SERVICE RATES - COMMERCIAL RECYCLING (Cont...)

**Disposal
 increase**
 3.00%

Garbage BINS			Rate Components		New Rate (07/01/2024)
Quantity	Cart Size	Frequency	Service	Disposal	
1	4 cu yd	1x/week	\$ 41.83	\$ 29.92	\$ 71.76
1	4 cu yd	2x/week	\$ 75.61	\$ 54.08	\$ 129.69
1	4 cu yd	3x/week	\$ 109.38	\$ 78.23	\$ 187.61
1	4 cu yd	4x/week	\$ 143.15	\$ 102.39	\$ 245.54
1	4 cu yd	5x/week	\$ 176.92	\$ 126.55	\$ 303.47
1	4 cu yd	6x/week	\$ 210.69	\$ 150.70	\$ 361.40
2	4 cu yd	1x/week	\$ 75.61	\$ 54.08	\$ 129.69
2	4 cu yd	2x/week	\$ 143.15	\$ 102.39	\$ 245.54
2	4 cu yd	3x/week	\$ 210.69	\$ 150.70	\$ 361.40
2	4 cu yd	4x/week	\$ 286.25	\$ 204.74	\$ 490.99
2	4 cu yd	5x/week	\$ 345.78	\$ 247.32	\$ 593.10
2	4 cu yd	6x/week	\$ 413.32	\$ 295.64	\$ 708.96
3	4 cu yd	1x/week	\$ 109.32	\$ 78.19	\$ 187.52
3	4 cu yd	2x/week	\$ 210.69	\$ 150.70	\$ 361.40
3	4 cu yd	3x/week	\$ 312.01	\$ 223.17	\$ 535.18
3	4 cu yd	4x/week	\$ 413.32	\$ 295.64	\$ 708.96
3	4 cu yd	5x/week	\$ 514.64	\$ 368.11	\$ 882.75
3	4 cu yd	6x/week	\$ 615.95	\$ 440.57	\$ 1,056.52
4	4 cu yd	1x/week	\$ 143.15	\$ 102.39	\$ 245.54
4	4 cu yd	2x/week	\$ 278.24	\$ 199.01	\$ 477.25
4	4 cu yd	3x/week	\$ 413.32	\$ 295.64	\$ 708.96
4	4 cu yd	4x/week	\$ 548.41	\$ 392.26	\$ 940.67
4	4 cu yd	5x/week	\$ 683.50	\$ 488.89	\$ 1,172.39
4	4 cu yd	6x/week	\$ 818.58	\$ 585.50	\$ 1,404.09
5	4 cu yd	1x/week	\$ 182.01	\$ 130.19	\$ 312.20
5	4 cu yd	2x/week	\$ 345.78	\$ 247.32	\$ 593.10
5	4 cu yd	3x/week	\$ 514.64	\$ 368.11	\$ 882.75
5	4 cu yd	4x/week	\$ 683.50	\$ 488.88	\$ 1,172.38
5	4 cu yd	5x/week	\$ 852.37	\$ 609.67	\$ 1,462.03
5	4 cu yd	6x/week	\$ 1,021.22	\$ 730.44	\$ 1,751.66
1	6 cu yd	1x/week	\$ 58.72	\$ 42.00	\$ 100.72
1	6 cu yd	2x/week	\$ 109.38	\$ 78.23	\$ 187.61
1	6 cu yd	3x/week	\$ 160.04	\$ 114.47	\$ 274.50
1	6 cu yd	4x/week	\$ 210.69	\$ 150.70	\$ 361.40
1	6 cu yd	5x/week	\$ 261.35	\$ 186.93	\$ 448.28
1	6 cu yd	6x/week	\$ 312.01	\$ 223.17	\$ 535.18
2	6 cu yd	1x/week	\$ 109.38	\$ 78.23	\$ 187.61
2	6 cu yd	2x/week	\$ 210.69	\$ 150.70	\$ 361.40
2	6 cu yd	3x/week	\$ 312.01	\$ 223.17	\$ 535.18
2	6 cu yd	4x/week	\$ 413.32	\$ 295.63	\$ 708.95
2	6 cu yd	5x/week	\$ 514.64	\$ 368.11	\$ 882.75
2	6 cu yd	6x/week	\$ 615.96	\$ 440.57	\$ 1,056.53

APPENDIX B-2
MONTHLY SERVICE RATES - COMMERCIAL ORGANICS

CPI increase	Disposal increase
2.62%	8.07%

Organics CARTS			Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
Quantity	Size	Frequency	Service	Disposal		Service	Disposal	
1	64-gal	1x/week	\$ 36.02	\$ 4.09	\$ 40.11	\$ 36.97	\$ 4.42	\$ 41.39
1	64-gal	2x/week	\$ 72.04	\$ 8.18	\$ 80.23	\$ 73.93	\$ 8.85	\$ 82.78
1	64-gal	3x/week	\$ 108.06	\$ 12.28	\$ 120.34	\$ 110.90	\$ 13.27	\$ 124.17
1	64-gal	4x/week	\$ 144.08	\$ 16.37	\$ 160.45	\$ 147.86	\$ 17.69	\$ 165.55
1	64-gal	5x/week	\$ 180.10	\$ 20.46	\$ 200.57	\$ 184.83	\$ 22.11	\$ 206.94
1	64-gal	6x/week	\$ 216.12	\$ 24.55	\$ 240.68	\$ 221.80	\$ 26.54	\$ 248.33

Organics BINS			Rate Components		Prior Rate (07/01/2023)	Rate Components		New Rate (07/01/2024)
Quantity	Cart Size	Frequency	Service	Disposal		Service	Disposal	
1	1 cu yd	1x/week	\$ 138.16	\$ 15.70	\$ 153.86	\$ 141.79	\$ 16.96	\$ 158.75
1	1 cu yd	2x/week	\$ 209.87	\$ 23.84	\$ 233.72	\$ 215.38	\$ 25.77	\$ 241.15
1	1 cu yd	3x/week	\$ 280.77	\$ 31.90	\$ 312.66	\$ 288.13	\$ 34.47	\$ 322.61
1	1 cu yd	4x/week	\$ 351.93	\$ 39.98	\$ 391.92	\$ 361.17	\$ 43.21	\$ 404.38
1	1 cu yd	5x/week	\$ 422.96	\$ 48.05	\$ 471.02	\$ 434.06	\$ 51.93	\$ 485.99
1	1 cu yd	6x/week	\$ 493.98	\$ 56.12	\$ 550.10	\$ 506.95	\$ 60.65	\$ 567.60
1	1.5 cu yd	1x/week	\$ 180.83	\$ 20.54	\$ 201.37	\$ 185.57	\$ 22.20	\$ 207.78
1	1.5 cu yd	2x/week	\$ 274.68	\$ 31.21	\$ 305.89	\$ 281.89	\$ 33.72	\$ 315.62
1	1.5 cu yd	3x/week	\$ 367.47	\$ 41.75	\$ 409.22	\$ 377.11	\$ 45.12	\$ 422.23
1	1.5 cu yd	4x/week	\$ 460.61	\$ 52.33	\$ 512.94	\$ 472.70	\$ 56.55	\$ 529.25
1	1.5 cu yd	5x/week	\$ 553.57	\$ 62.89	\$ 616.47	\$ 568.10	\$ 67.97	\$ 636.07
1	1.5 cu yd	6x/week	\$ 646.52	\$ 73.45	\$ 719.98	\$ 663.49	\$ 79.38	\$ 742.87

Capitola City Council

Agenda Report

Meeting: May 23, 2024

From: Community Development Department

Subject: Dakota Apartments Grant Application



Recommended Action: Adopt a resolution authorizing the City Manager to apply for up to \$900,000 in HOME Program Income funds for the rehabilitation of the Dakota Apartments.

Background: In 1997, the Capitola Redevelopment Agency transferred ownership of an undeveloped corner lot at Clares Street and Capitola Road to Accessible Space Inc. (ASI), working with National Handicapped Housing Institute (NHHI), for the development of an affordable/accessible rental housing project. The property was transferred for the appraised value of \$1,120,000. The project received grant funding from the Department of Housing and Urban Development (HUD) in the amount of \$1,840,600. This grant established a monthly subsidy, which accounts for most rental income. Additional funding to develop the project included an Affordable Housing Program (AHP) grant (\$125,000), NHHI funds (\$29,000), and local grant funds in the form of RDA Housing Set-Aside (approximately \$1.2 million for site acquisition & pre-development costs), CDBG Re-Use funds (\$396,244), and HOME Re-Use funds (\$377,000). In total, the City contributed \$1,979,742 (RDA, HOME and CDBG Program Re-Use funds).

The Dakota Apartments was established through a Disposition and Development Agreement (DDA) which set out terms for ASI to purchase the land, develop accessible/affordable housing, and receive financial assistance from RDA. All units must be rented to lower-income (under 60% median income) or very low-income (under 50% median income) persons with mobility impairments, traumatic brain injuries, and/or severe physical disabilities, consistent with definitions under the HUD 811 Program. Income certification is required upon initial occupancy of all new renters. Annual income re-certification is required by HUD and performed by ASI. ASI is responsible for all maintenance, repair, and management functions.

The Dakota Apartments have been in existence for almost 30 years and now need rehabilitation to address structural issues. ASI is currently addressing issues on the exterior of the building, including new gutters, a new stormwater retention system, and replacing the deck membrane on the exterior second-story shared hallways. The structure is also in need of a new roof, a new heating system, and updated lobby flooring for which they are seeking funding.

Discussion: The HOME Investment Partnerships Program (HOME) is authorized by Title 11 of the Cranston-Gonzalez National Affordable Housing Act (NAHA). The purpose of HOME is to expand the supply of affordable housing for low- and very low-income families. NAHA requires that any repayment of HOME funds drawn from a jurisdiction's HOME Investment Trust Fund, and any payments of interest or other return of investment of such funds, shall be deposited in the jurisdiction's HOME Investment Trust Fund account. Funds in the account may only be used for HOME eligible housing.

All HOME activities must benefit low-income renters, homebuyers, or homeowners. Eligible activities include:

1. Housing rehabilitation, new construction, and acquisition and rehabilitation, for multifamily projects;
2. New construction and down payment assistance for single-family projects;
3. First-time homebuyer down payment assistance;
4. Owner-occupied rehabilitation and tenant-based rental assistance programs; and
5. Predevelopment loans to community housing development organizations.

The City of Capitola currently has a balance of \$883,000 in the HOME Program Income Fund from loan payoffs of first-time home buyer and rehabilitation loans. ASI is seeking \$754,520 in funding to replace the roof, replace the heating system, and update the flooring in the main lobby. The project qualifies for the use of HOME program income funds due to the Dakota Apartments serving low and very low-income households. Although the funding is available, the City is required to submit an application to HCD to reutilize the funds.

Item	Cost
New Roof	\$155,000
New Heating System	\$482,000
New Flooring in Lobby	\$67,120
Soft Costs (Appraisal \$14,500, Phase I ESA \$35,900)	\$50,400
Application	\$10,000
Administration – Adams Ashby Group	Up to \$65,000
Total	\$829,520

Fiscal Impact: The City of Capitola currently has a positive balance of \$883,000 in the HOME Program Income Fund from loan payoffs of previous HOME loans. The City Council previously authorized \$10,000 in funds to complete the HOME application. If approved, \$754,520 of the funds would be utilized for the rehabilitation of the Dakota Apartments, \$50,400 for project soft costs, and up to \$65,000 for project administration by Adams Ashby Group. The loan will be structured at 3% simple interest for 55 years.

Attachments:

- 1. Resolution

Report Prepared By: Katie Herlihy, Community Development Director

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

Approved By: Jamie Goldstein, City Manager

GOVERNING BOARD RESOLUTION

RESOLUTION NO. _____

THE GOVERNING BOARD OF THE CITY OF CAPITOLA

HEREBY AUTHORIZES: Submittal of a HOME Program Income application to the California Department of Housing and Community Development for funding under the HOME Investment Partnerships Program; and if approved, the execution of a Standard Agreement, any amendments thereto, and of any related documents necessary to participate in the HOME Investment Partnerships Program.

WHEREAS:

A.	The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200.
B.	The City of Capitola a General Law City (the "Applicant"), wishes to submit a Program Income application to the Department for the use of HOME Program Income funds.

IT IS NOW THEREFORE RESOLVED THAT:

1. The Applicant shall submit an application to the Department to participate in the HOME program and for the use of HOME Program Income funds not to exceed Nine Hundred Thousand Dollars (\$900,000) for the following activities:

Acquisition and rehabilitation of The Dakota Apartments located at 3245 Clares Street, Capitola, CA 95010.

2. If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant will also execute a Standard Agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

3. The Applicant authorizes the City Manager or their designee(s) to execute, in the name of the Applicant, the HOME Standard Agreement.

4. The Applicant authorizes the City Manager or their designee(s) to execute, in the name of the Applicant, all other required documents.

PASSED AND ADOPTED THIS _____ DAY OF _____ 2024, BY THE FOLLOWING VOTE:

AYES:_____ NAYS:_____ ABSTAIN:_____ ABSENT:_____

The undersigned City Clerk of the Applicant does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing board of the Applicant passed and adopted at a duly convened meeting on the date set forth above, and said resolution has not been altered, amended, or repealed. 1

Footnote 1: An official cannot attest and certify, if listed as an authorized signer in Sections 3 or 4 above.

Kristen Brown, Mayor _____

Name Signature Date

Julia Gautho, City Clerk _____

Name Signature Date

Capitola City Council

Agenda Report

Meeting: April 25, 2024

From: Public Works Department

Subject: Park at Rispin Mansion Deed Restriction



Recommended Action: Adopt a resolution authorizing the City Manager to execute a deed restriction on a City-owned parcel (APN 035-347-01) for the Park at Rispin Mansion.

Background: In 2018, California voters passed Proposition 68 (Prop 68), the “Parks, Environment and Water Bond Act of 2018”. Prop 68 authorized \$4 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects. Prop 68 provides a variety of funding opportunities for local jurisdictions. One grant opportunity through Prop 68 is the Per Capita Grant Program.

The Per Capita Grant Program is a non-competitive program made available for local park rehabilitation, creation, and improvement grants to local governments. Per Capita Grant funds are distributed to local jurisdictions based on population size.

In 2019, the City submitted the Per Capita Allocation Questionnaire to determine the City’s allocation under the grant program. Grant funds are allocated based on population and are one-time funds. In July 2020 the State notified the City of their allocation amount of \$177,952. On September 24, 2020, the City Council approved an application for Per Capita Grant Funds for the Park at Rispin Mansion, which verified the City’s commitment and ability to implement the project.

As a condition of the Per Capita Grant, the California Department of Parks and Recreation requires a deed restriction to be recorded on the title where the grantee owns the project land.

Discussion: As a condition of accepting the Per Capita Grant, the California Department of Parks and Recreation requires a deed restriction to be recorded on the title where the grantee owns the project land. The City owns the Rispin Mansion property, and under current Prop 68 funding programs, the City must record the deed restriction to receive the grant allocation.

The resulting restrictions to the property can be found in Attachment 4: Exhibit B to Deed Restriction: Prop 68 Grant Contract Section II(I). In summary, by recording the deed restriction and accepting the allocation, the City agrees to the following: to operate and maintain the property developed with the funds; and to only use the property for the purposes of the allocated grant; unless otherwise authorized by the State. The deed restriction would be in effect from July 1, 2018, through June 30, 2048. As the property is already subject to several deed restrictions, City staff does not foresee a scenario in which the park and recreational focus of the property would be substantially changed in the agreement’s time period.

Fiscal Impact: The City cannot be reimbursed by the grant funds before the execution of the deed restriction.

Attachments:

1. Resolution
2. Exhibit A to Resolution: Prop 68 Deed Restriction
3. Exhibit A to Deed Restriction: Legal Description APN: 035-371-01
4. Exhibit B to Deed Restriction: Prop 68 Grant Contract

Report Prepared By: Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA AUTHORIZING THE CITY MANAGER TO EXECUTE A DEED RESTRICTION ON THE CITY OWNED PARCEL (APN 035-371-01) FOR THE PARK AT RISPIN MANSION

WHEREAS, in 2018 voters passed Proposition 68, the “Parks, Environment and Water Bond Act of 2018” which provides a variety of funding opportunities for local jurisdictions including one grant opportunity through Prop 68 known as the Per Capita Grant Program; and

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program; and

WHEREAS, in 2019 the City submitted the Per Capita Allocation Questionnaire to determine the City’s allocation under the grant program which is based on population; and

WHEREAS, in July, 2020 the State notified the City of their allocation amount of \$177,952.00; and

WHEREAS, on September 24, 2020 City Council adopted Resolution No. 4195 approving an application for Per Capita Grant Funds to go toward the Park at Rispin Mansion; and

WHEREAS, the City owns the real property on which Rispin Mansion is situated and the State Department of Parks and Recreation requires a deed restriction to be recorded on the title where the grantee owns the project land, to allow allocation of the grant funds; and

WHEREAS, the deed restriction must be recorded on the title where the grantee owns the project land and shall be in effect from July 1, 2018 through June 30, 2048.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola that the City Manager is hereby authorized to execute the Deed Restriction on the City Owned Parcel (APN 035-317-01) attached as Exhibit A, for the Park at Rispin Mansion.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

 Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Anne Davigeadono

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the City of Capitola (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"), and

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for the renovation of existing trails, landscaping, picnic areas, and install new amphitheater and children's play area on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-44-002 , (hereinafter referred to as "Grant") for the renovation of existing trails, landscaping, picnic areas, and install new amphitheater and children's play area on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

All that certain real property situate in the City of Capitola, County of Santa Cruz, State of California and more particularly described as follows:

Beginning at the Northwestern corner of the lands described in the Deed to Edwin G. Spaith and June M. Spaith, his wife, dated September 18th, 1961 and recorded September 22, 1961, in volume 1425 of official records at page 402, Santa Cruz County Records. Said corner being on the Northeast line of Beach Road leading from Soquel to Soquel Wharf, now called Soquel Wharf Road, as shown and delineated on the map entitled, "Map of Capitola Heights", filed August 15, 1907 in Book 13 of maps at page 31, Santa Cruz County Records;

Thence along the Northeasterly line of said Road the following courses and distances:

North 15° 21' West, 779.55 feet;

North 26° 37' West, 62.32 feet;

North 38° 24' West, 72.50 feet;

North 57° 14' West, 98.21 feet;

Thence leaving said Northeasterly line, North 51° 56' East 303.23 feet to the center of Soquel Creek;

Thence along the center of said creek the following courses and distances:

South 13° 10' East, 126.74 feet;

South 3° 31' West, 81.61 feet;

South 31° 32' East, 558.63 feet;

South 5° 15' West, 350.98 feet more or less to the Northeastern corner of said lands of Spaith;

Thence South 65° 19' West, 176.91 feet more or less to the Point of Beginning.

Excepting therefrom that parcel of land described as follows:

Commencing at said Northwestern corner of the lands of Spaith as described above;

Thence North 15° 21' West, along said Northeasterly line of Soquel Wharf Road, 299.45 feet;

Thence North 74° 39' East, leaving said Northeasterly line, 68.15 feet to the True Point of Beginning;

Thence along the following courses and distances:

North 5° 15' East, 88.47 feet;

North 29° 34' West, 119.66 feet;

North 61° 17' East, 55.58 feet;

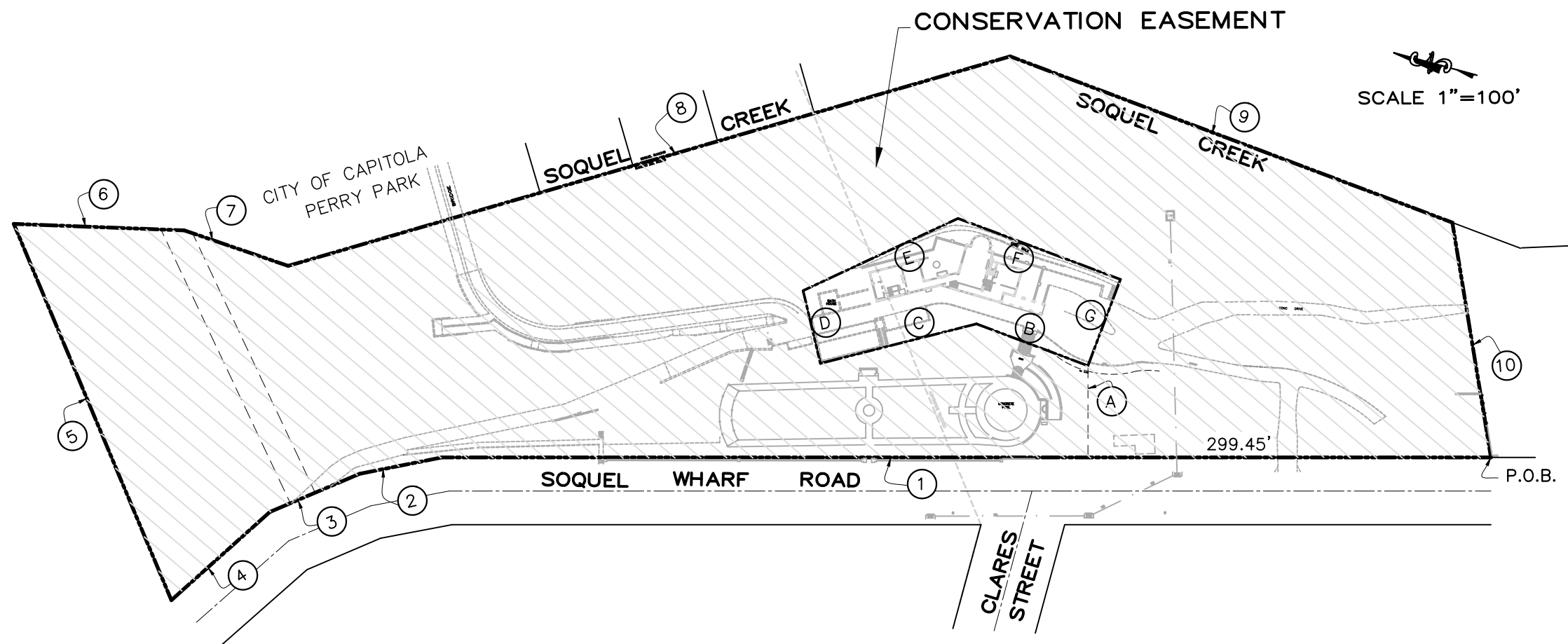
South 40° 21' East, 127.04 feet;

South 5° 15' West, 128.87 feet;

North 84° 45' West, 68.54 feet to the True Point of Beginning.

Prepared by:

Joe L. Akers
Civil Engineer
RCE 20372



CONSERVATION EASEMENT

LINE TABLE

	BEARING	DISTANCE
1	N 15° 21' W	779.55'
2	N 26° 37' W	62.32'
3	N 38° 24' W	72.50'
4	N 57° 14' W	98.21'
5	N 51° 56' E	303.23'
6	S 13° 10' E	126.74'
7	S 3° 31' W	81.61'
8	S 31° 32' E	558.63'
9	S 5° 15' W	350.98'
10	S 65° 19' W	176.91'

EXCEPTION

	BEARING	DISTANCE
A	N 74° 39' E	68.15'
B	N 5° 15' E	88.47'
C	N 29° 34' W	119.66'
D	N 61° 17' E	55.58'
E	S 40° 21' E	127.04'
F	S 5° 15' W	128.87'
G	N 84° 45' W	68.54'

<h2>RISPIN CONSERVATION EASEMENT</h2>	
JOE L. AKERS CIVIL ENGINEER RCE 20372 EXPIRES 9-30-25 343 SOQUEL AVE. #171, SANTA CRUZ CA 95062 PH 831.475.6557	DATE: 5.06.2024 SCALE: 1" = 100' PAGE 1 OF 1

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Capitola

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.


City of Capitola _____

By 
(Signature of Authorized Representative)

Title Director of Public Works

Date 2-10-21

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:


By _____
Date 5/17/2021

CERTIFICATION OF FUNDING

CONTRACT NO C9801662	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000012712			PROJECT NO. 18-44-002
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2020/21	
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801	PROJECT / WORK PHASE	
T.B.A. NO.	I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
B.R.. NO.	ACCOUNTING OFFICER'S SIGNATURE			DATE.	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Capitola (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024 .

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

- grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
 3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.


City of Capitola
GRANTEE

By: 
Signature of Authorized Representative

Title: Public Works Director

Date: 2-10-21

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
DocuSigned by: 96CAD152004346D...

Date: 5/17/2021

**State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

AMENDMENT TO CONTRACT

Contract No. C9801662 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the City of Capitola

The State and, City of Capitola in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

- Extend the Project Performance Period to 6/30/2028
- Add III. Special Provisions E/O N-6-22-Economic Sanctions

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: City of Capitola
 DocuSigned by:
 By Jessica Kahn
D8DB465476BA48C...
 Title Director of Public Works
 Applicant's Authorized Representative as shown in Resolution
 Date 2/23/2024

STATE DEPARTMENT OF PARKS AND RECREATION
 DocuSigned by:
 By Cristelle Fazeli
7099862C771F404...
 Date 2/23/2024

**CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)**

CONTRACT NO C9801662	AMENDMENT NO 1	FISCAL SUPPLIER I.D. 0000012712	PROJECT NO 18-44-002		
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$177,952	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2023/24	
TOTAL AMOUNT ENCUMBERED TO DATE \$177,952	Reporting Structured 37900091	Account/Alt Account 5432000-5432000000	ACTIVITY CODE 69801	PROJECT/WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and City of Capitola (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

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1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

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1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

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3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. Special Provisions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to

provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

City of Capitola
GRANTEE

DocuSigned by:
By: Jessica Kahn
Signature of Authorized Representative

Title: Director of Public Works

Date: 2/23/2024

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: Cristelle Fazeli
7009862C771F404...

Date: 2/23/2024

Capitola City Council

Agenda Report

Meeting: May 23, 2024
From: Community Development Department
Subject: Contract with Ben Noble Planning



Recommended Action: Adopt a resolution authorizing the City Manager to execute a sole-source Professional Services Agreement with Ben Noble Planning in the amount of \$124,375 to implement Housing Element action items into the Capitola Zoning Code and process annual Zoning Code updates.

Background: On November 2, 2023, the City Council adopted a resolution accepting a funding allocation not to exceed \$128,750 in Regional Early Action Planning 2.0 (REAP 2.0) grant from AMBAG to implement land use strategies within the Housing Element to accelerate housing production and facilitate compliance with the 6th Cycle Housing Element. AMBAG then clarified the allocation would be lowered to half the original amount due to budget cuts at the State level. The allocation for Capitola is now \$64,375. The funding is proposed to be utilized to implement Housing Element action items into the Capitola Zoning Code.

Discussion: The City of Capitola is working toward certification of the updated Housing Element by the State. The new Housing Element obligates the City to implement the deliverables identified in the document. There are numerous deliverables related to updating the Zoning Code which must be completed in 2024 and 2025. The following is a brief summary of items to be updated:

- Develop formal procedures to monitor no net loss in capacity pursuant to SB166;
- Develop strategies to provide for missing middle housing;
- Remove the affordable housing overlay from the Zoning Code;
- Amend the Zoning Code to address replacement housing requirements;
- Update incentivized zone for increased height and FAR on the mall site;
- Encourage other alternative housing types, such as factory-built housing, live/work units, single-room occupancy, and micro units;
- Modify development standards to ensure they do not pose constraints on the development of housing. This includes assessing the maximum densities allowed in the multifamily zones to determine if higher densities can facilitate multi-family development;
- Update density bonus ordinance to comply with state law;
- Permit emergency shelters by-right in the Community Commercial Zone; and
- Create objective standards for daycares in commercial districts to allow daycares with a minor use permit.

Ben Noble has provided consulting assistance to the City of Capitola since 2010 when the City Council approved a contract with PlaceWorks (formerly Design, Community, and Environment). At that time, Ben Noble was PlaceWorks' project manager for the General Plan Update, Climate Action Plan, Zoning Code Update, Environmental Impact Report (EIR), and supporting technical studies and reports.

In 2015, Ben Noble began an independent planning firm, Ben Noble Planning. Mr. Noble continued in his role managing the Capitola Zoning Code update as a contract employee for PlaceWorks and as an independent contractor in 2016. Mr. Noble completed the comprehensive Zoning Code update in 2020.

Since 2020, Ben Noble has assisted the City with numerous zoning code updates to remain in compliance with state law. Recent efforts include multifamily and mixed-use objective standards ordinance, SB9 ordinance, and multiple updates to the City's accessory dwelling units ordinance.

Due to Ben Noble's work on Capitola's General Plan update and multiple Zoning Code updates, and his extensive background and working knowledge of Housing Element implementation strategies, staff is recommending the City contract with Mr. Noble to prepare the Zoning Code amendments consistent with the sole source purchasing policy in Administrative Policy III-4.

The proposed contract amount is \$124,375. The scope of work is included in Attachment 1. The total cost includes all items outlined in the scope of work for Housing Element implementation (Task A) and annual Zoning Code support (Task B).

Fiscal Impact: The City received a REAP 2.0 grant from AMBAG in the amount of \$64,375. The grant will cover the cost of Housing Element Implementation into the Capitola Zoning Code. The contract also includes services to update the Zoning Code annually for a not to exceed annual amount of \$20,000. The \$20,000 per year will be covered by the General Plan special revenue fund.

Attachments:

1. Scope of Work
2. Sole Source Purchase Determination

Report Prepared By: Katie Herlihy

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

BEN NOBLE
City and Regional Planning
510.559.6901 | bnoble@bnplanning.com

May 13, 2024

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

Re: Zoning Code Update Scope and Budget

Dear Katie,

This letter provides a scope and budget to prepare Capitola’s Zoning Code Update.

SCOPE OF WORK

I will prepare amendments to the Zoning Code as described below.

A. Housing Element Implementation

1. Background Material Review

I will review background materials relevant to the Zoning Code Amendments, including the adopted Housing Element Update.

2. City Staff Conference Calls

I will participate in conference calls with City staff to discuss the Zoning Code Amendments.

3. Planning Commission Study Sessions

I will prepare staff reports, presentations, and attend four Planning Commission study sessions to receive feedback on important discussion topics. I will attend three meetings in person and one meeting via Zoom.

4. Staff Review Draft Amendments

I will prepare Zoning Code Amendments to implement Housing Element Update programs and address other needed code revisions. Zoning Code Amendments will include text and map amendments.

5. Planning Commission Review Draft Amendments

I will address City comments on the Staff Review Draft Amendments to produce Zoning Code Amendments for Planning Commission review.

6. Planning Commission Hearings

I will prepare staff reports, presentations, and attend two City Council hearings for the Zoning Code Amendments.

7. City Council Review Draft Amendments

I will incorporate recommended Planning Commission revisions into the Zoning Code Amendments for City Council review.

8. City Council Hearings

I will prepare staff reports, presentations, and attend two City Council adoption hearings.

9. Final Adopted Zoning Code Amendments

I will prepare final revisions to the Zoning Code Amendments, if needed, as adopted by the City Council.

10. Coastal Commission Staff Meetings

I will attend one in-person and two Zoom meetings with Coastal Commission staff to discuss the Zoning Code Amendments

11. Coastal Commission Version Zoning Code Amendments

I will prepare a version of the adopted Zoning Code Amendments in the format required for review and certification by the Coastal Commission.

12. Coastal Commission Certification Support

I will provide support as needed during the Coastal Commission process to review and certify the Zoning Code Amendments.

B. Zoning Code Clean-up Support

I will provide support for additional Zoning Code clean-up items on an on-call basis and as directed by City staff.

BUDGET

Table 1 shows estimated costs to complete the scope of work for Task A: Housing Element Implementation, described above. For Task B: Zoning Code Clean-up Support, I will bill for services at an rate of \$165 per hour subject to annual changes in hourly rates. My estimated time required for specific assignments under Task B will be agreed upon in writing with the City prior to beginning work. Task B billings will not exceed \$20,000 per year.

Table 1: Task A Budget

Subtask	Hours	Cost
1. Background Material Review	8	\$1,320
2. City Staff Conference Calls	20	\$3,300
3. Planning Commission Study Sessions	60	\$9,900
4. Staff Review Draft Amendments	60	\$9,900
5. Planning Commission Review Draft Amendments	30	\$4,950
6. Planning Commission Hearings	50	\$8,250
7. City Council Review Draft Amendments	20	\$3,300
8. City Council Hearings	40	\$6,600
9. Final Adopted Zoning Code Amendments	10	\$1,650
10. Coastal Commission Staff Meetings	15	\$2,475
11. Coastal Commission Version Zoning Code Amendments	10	\$1,650
12. Coastal Commission Certification Support	15	\$2,475
Total Hours		338
Billing Rate		\$165
Total Labor		\$55,770
Travel Expenses		\$900
GIS Support		\$2,128
Contingency (10%)		\$5,577
TOTAL COST		\$64,375

Please do not hesitate to contact me with any additional questions. I look forward to working with you on this.

Sincerely,



Ben Noble

RESOLUTION NO. XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CAPITOLA AUTHORIZING THE CITY MANAGER TO EXECUTE A SOLE-SOURCE
PROFESSIONAL SERVICES AGREEMENT WITH BEN NOBLE PLANNING IN AN AMOUNT
NOT TO EXCEED \$300,000 FOR ON-CALL BUILDING DIVISION AND PUBLIC WORKS
DEPARTMENT CONTRACT SERVICES FOR THREE YEARS.**

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

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

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

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

WHEREAS, Ben Noble Planning has satisfactorily provided consultant services on Capitola’s General Plan Update, multiple Zoning Code updates, and through this experience has acquired extensive background and working knowledge of the Capitola Planning Division processes and procedures; and

WHEREAS, the Director of Community Development and City Manager recommend the City engage Ben Noble Planning for on-call building division and Public Works Department services.

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

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 23rd day of May, 2024, by the following vote:

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

Kristen Brown, Mayor

ATTEST: _____
Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: May 23, 2024

From: Finance Department

Subject: Business Improvement Assessments FY 2024-25



Recommended Action: Adopt a resolution providing notification of the City's intent to levy business improvement assessments for Fiscal Year (FY) 2024-25; accepting the annual report and proposed budget of the Capitola Village and Wharf Business Improvement Area; setting the date for a public hearing to be held on Thursday, June 13, 2024; and outlining noticing requirements.

Background: In June 2005, the City of Capitola adopted Ordinance No. 889, now codified as Capitola Municipal Code Chapter 5.10, which established the Capitola Village and Wharf Business Improvement Area (CVWBIA) to generate revenue for the exclusive purpose of promoting business in the CVWBIA. State law requires certain annual actions and a public hearing to continue this assessment district.

Discussion: In accordance with state law, the CVWBIA is required to submit an annual plan each year for assessments to be levied in the CVWBIA. The annual report was prepared by the CVWBIA and is included as Exhibit A to the proposed resolution (Attachment 1). It fulfills the legal requirement for FY 2024-25 and is submitted for City Council review and approval. In addition, to continue levying the assessment, the City Council must, on an annual basis, adopt a resolution of intention notifying the business owners of the pending assessment, hold a public hearing, and adopt a resolution levying the assessment.

In November 2018, voters approved Measure J, which increased the transient occupancy tax (TOT) from 10% to 12%. 20% of the TOT increase is designated for local business groups for marketing and community improvements. The proposed CVWBIA budget includes \$37,000 of TOT revenues for FY 2024-25.

Assessments for FY 2024-25 continue to be reduced by 25% while hotel/lodging dues are reduced by 50%. Gift certificates have been eliminated from all categories and no late fees will be assessed.

The annual report also outlines the CVWBIA's FY 2024-25 planned activities, goals, and proposed budget. These include:

- Increasing the number of year-round visits
- Increasing the number of people who stay, shop, and dine.
- Improving ease of access to information via newsletters, the internet, and print advertising
- Providing fun, family-oriented events throughout the year
- Improving and enhancing the appearance of the Village in cooperation with the City
- Enhancing the ability of the CVWBIA to serve as a liaison between business owners, private and government agencies, and the City.
- Increasing awareness outside of our community about the uniqueness of Capitola

Pursuant to state law, staff recommends the City Council adopt the proposed resolution of intention providing notification of the City's intent to levy business improvement assessments for Fiscal Year 2024-25; the resolution officially receives the annual report and proposed budget of the CVWBIA; sets the date for a public hearing to be held on Thursday, June 13, 2024; and outlines noticing requirements.

A representative of the CVWBIA will attend the meeting; however, the CVWBIA's presentation will be made at the public hearing on June 13th.

Fiscal Impact: There is no fiscal impact to the City. CVWBIA billing and accounts payable costs incurred by the City are offset by assessment revenues. The City and CVWBIA have reviewed the amounts charged by the City for these services and agree that they are reasonable.

Attachments:

1. Proposed Resolution
2. CVWBIA Annual Report

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

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

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. _____

**RESOLUTION OF INTENTION OF THE CITY COUNCIL
OF THE CITY OF CAPITOLA
TO LEVY BUSINESS IMPROVEMENT ASSESSMENTS
FOR FISCAL YEAR 2024-25 FOR THE CAPITOLA VILLAGE AND WHARF BUSINESS
IMPROVEMENT AREA (CVWBIA); ACCEPTING THE ANNUAL REPORT AND PROPOSED
BUDGET OF THE CVWBIA; SETTING THE DATE FOR AND PROVIDING NOTICING
REQUIREMENTS FOR A PUBLIC HEARING TO CONSIDER THE LEVY OF ASSESSMENTS**

WHEREAS, the Capitola Village and Wharf Business Improvement Area (“CVWBIA”) has prepared a report to the City of Capitola for Fiscal Year 2024-25 pertaining to the Business Improvement Area assessments for the CVWBIA under California Streets and Highways Code §36533; and

WHEREAS, Capitola Municipal Code §5.10.050 requires annual assessments to be imposed within the CVWBIA pursuant to a formula set forth in City Council Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPITOLA AS FOLLOWS:

1. The Annual Report and Proposed Fiscal Year FY 2024-25 Budget of the CVWBIA pertaining to business improvement assessments, as presented in Exhibit A attached hereto, is accepted.

2. The City Council intends to levy and collect assessments within the CVWBIA for FY 2024-25.

3. The proposed activities authorized by Capitola Municipal Code Chapter 5.10 are described in the afore-referenced CVWBIA Annual Report. The activities financed from these funds include promotional information, media announcements, and advertising in regional magazines, broadcast services, and websites.

4. The Business Improvement Area is bounded per the map referenced in Municipal Code §5.10.020 and included in Ordinance 1003. The CVWBIA boundaries are not being altered this year.

5. The Annual Report of the CVWBIA and proposed assessments for FY 2024-25 attached as Exhibit A and on file with the City Clerk provide a full and detailed description of the improvements and activities to be provided during FY 2024-25 and the proposed assessments to be levied upon the businesses within the area.

6. The Capitola City Council will hold a public hearing at 6 p.m. on Thursday, June 13, 2024, to receive any oral or written protests or endorsements to the regularity or sufficiency of the proposed business improvement assessments. Remote access only can be accommodated: available at <http://capitolaca.igm2.com/Citizens/Default.aspx>, live on Spectrum Cable Television channel 8, and by joining the Zoom meeting (information on how to do so can be found at CityOfCapitola.org). If written protests complying with Streets and Highways Code §36524 and §36525 are received from the owners of businesses which will pay fifty percent or more of the assessments, assessments will not be levied, the procedure will be terminated and will not be reconsidered until one full year has elapsed.

7. The City Clerk is directed to give notice of the public hearing to consider the levy of business improvement assessments for FY 2024-25 by publishing this Resolution of Intention in

a newspaper of general circulation in the City once, at least seven days prior to the public hearing.

8. The CVWBIA Advisory Committee is directed to give notice of the public hearing to each business owner in the area by mailing a copy of the Council's Resolution of Intention to each business within its boundaries.

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 23rd day of May 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

EXHIBIT A
Resolution No.

Annual Report & Proposed Fiscal Year 2024-25 Budget
CVWBIA Assessment Basis
CVWBIA Business Listing and Assessment Method

Mission Statement

The objective of the CVWBIA is to provide a unified organization to promote, stimulate and improve the business conditions in the designated area, primarily during the shoulder season, September – May. The belief is that if the lodging properties and short-term rentals are full, the rest of the businesses in the area will benefit.

This can be achieved by the CVWBIA continuing to fund activities and projects that will:

- Improve access to information regarding the businesses and services provided by the Village and Wharf BIA to likely visitors to the area via newsletters, the internet, print and television advertising.
- Provide fun, family-oriented events throughout the year emphasizing the attributes of the Village and Wharf.
- Improve and enhance the appearance of the Village and Wharf in partnership with the City of Capitola.
- Enhance the ability of the CVWBIA to serve as a liaison between the business community and local governments.

In FY 2019-20 CVWBIA began to receive a portion of the Transient Occupancy Tax (TOT) collected by the City and made commitments based on projected TOT revenues. In January 2023 storm related flooding cause major damage to the wharf and some village businesses. Recovery has moved swiftly but business has not returned to pre-storm levels. FY 2024-25 assessments will remain at FY 2023-24 levels.

As the CVWBIA begins its nineteenth year we will continue and expand successful programs from prior years, which include the following:

1. **Website** – In 2021-22 the CVWBIA marketing team created a new, up to date, mobile compatible, website (www.capitolavillage.com) for ease of use and connectivity to BIA member’s businesses, lodging and short-term rentals. Each member has a unique page with links to their individual websites. There is a schedule of events and other helpful features. Visitors can sign up on the site to receive newsletters. This process continues in 2024-25 as technology changes quickly. We will also take advantage of opportunities to direct visitors to our website through QR Codes for special events, parking, and other visitor information. Visitors can now access members website or business phone directly from the BIA website. Monthly summaries of traffic to the site have shown the businesses the value of the website. The website is managed by Craig Nunes, Board Member and Volunteer Web Admin.
2. **Social Media** – In April of 2023-24 a new Communications Team joined the BIA. They create a monthly newsletter, manages all our social media channels and plan new avenues to promote the village. Our email newsletters are sent to over 24,000 subscribers each month. Our Facebook page has over 19,803 followers with our top 5 cities being: San Jose, Santa Cruz, Modesto, Sacramento, and Capitola. Our Instagram is growing the fastest with over 21,397 active followers. The purpose of the Communication Team is to collectively promote

the Capitola Village businesses and to be a resource for ongoing growth. Our Village Ambassador continues to develop relationships with our members to facilitate sharing their promotions and announcements with our social media contacts.

3. **Advertising** – While placing an emphasis on our social media development, there is still a need for carefully placed advertising in quality visitor publications. We are constantly monitoring these publications for the ones with the most effective online presence. In addition, in 2023-24 the BIA continued the television promotion on Hulu. With Hulu we are able to target very specific audiences by income levels and zip codes. The analytics are quite extensive as well. We are focusing on Sacramento, San Francisco and the Central Valley. This campaign will continue in 2024-25.
4. **Village Brochures** – We print 25,000 brochures and distribute them throughout Santa Cruz County. A new addition to the brochure is a QR Code taking the visitor directly to our website. Many visitors depend on their phones to access information while traveling.

We contract with Certified Display Service. This company has exclusive rights to lobby racks in the hotels, resorts, and visitor centers in the county. These brochures are also available in various places of business throughout the Village and Wharf. We feel it is important to make visitors to other areas in the county aware of Capitola Village and Wharf through these brochures. Additionally, there are distribution locations at the Gilroy Visitors Center on Hwy 101, San Jose Airport, and the Monterey Airport.
5. **Branding and Logo Development** – We continue to update logos, colors, and other marketing material to reflect current trends.
6. **Sip and Stroll & Cookie Walk** – These events benefit all the businesses in the village. We hope to be able to hold up to three Sip and Stroll events in November, February and May. The Cookie Walk is family oriented and takes place the weekend after Thanksgiving.
7. **Winter Festivities** – Window decorating contest, lighted wreaths and palm trees are components of the winter festivities with other events in the planning stages.
8. **Easter Egg Hunt** – This is a free event for children that takes place over one week of spring break.
9. **Public Works and Village Enhancement** – The CVWBIA contributes annually to the City of Capitola Public Works Department. Our contribution is used to help maintain the Village and Wharf. This year we are concentrating on landscaping and cleanliness of the village both in public spaces and private planting areas. The BIA has been instrumental in providing and maintaining signage for Long Term Parking in Lots 1 & 2.

Capitola Village & Wharf Business Improvement Area Assessment Basis

The method of assessment classifies businesses within the CVWBIA boundaries into nine categories:

1. Retail / Service businesses
2. Restaurant - Full Bar
3. Restaurant - Beer and Wine
4. Restaurant - No Alcohol
5. Wine/Beer Service
6. Seasonal Food Service
7. Office and Professional businesses / Specialty
8. Short-term Rental businesses
9. Hotel / Motel / Inn businesses

Assessment fees are assigned to these nine business categories by number of full-time equivalent employees, a flat rate, and a per unit amount. Registered non-profits are exempt from assessment fees.

The following table shows the assessment fees for the proposed CVWBIA for FY 2024-25 at same level as last fiscal year.

Business Category	Number of Full-Time Equivalent Employees*		
	0 – 5 employees	6 – 10 employees	More than 10 employees
Retail / Service	\$315	\$630	N/A
Restaurant Full Bar	N/A	\$720	\$1,080
Restaurant Beer and Wine	\$367.50	\$682.50	\$1,042.50
Restaurant No Alcohol	\$315	\$630	N/A
	Flat Fee		
Wine/Beer Service	\$315		
Office / Professional / Specialty	\$90		
Short-term Rental**	\$135		
Seasonal Food Service	\$210		
	Per Unit Fee		
Hotel / Motel / Inn	\$180 per unit		

Footnote* “Full-time employee” is an employee who works 2,000 hours per year or more. Multiple part-time employees are combined into a single full-time employee for the basis of this assessment calculation. (i.e. “fulltime equivalents”)

Footnote** “Short-term rental” businesses are defined as those dwellings which, at least once per fiscal year, are rented to a tenant for a tenancy of less than thirty days.

Associate Membership. CVWBIA is authorized to accept “associate membership” financial contributions from businesses outside the CVWBIA with approval of the board. The category and assessment will be the same as if the business is within the CVWBIA area.

New Business Assessment. Assessments will be prorated by the quarter in which a business opens.

Business Closing. A business notifying the CVWBIA before the end of the first quarter of the fiscal year (September 30th) that it will close before December 31st will be exempt from paying the assessment for that fiscal year. If the business does not close before December 31st, it must pay the year's assessment in full.

Late Charge. No late charge will be assessed with the FY 2024-25 dues.

Delinquencies. CVWBIA has a clear policy relative to delinquent assessments. Businesses that have not paid their assessment by October 31, 2024, will be removed from the CVWBIA website and brochure. They will be ineligible to participate in any CVWBIA activity. Assessments that have not been paid by January 31, 2025, will be sent to collections.

Capitola Village & Wharf Business Improvement Area Proposed Budget for FY 2024-2025

	FY 22/23	FY 23/24	FY 24/25	FY 24/25	FY 24/25
	Actual	Adopted Budget	Assessment Budget	TOT Budget	Total Budget
Beginning Fund Balance	\$ 39,393	\$ 44,242	\$ 33,426		\$ 33,426
Revenues					
Member Assessment	53,384	53,584	53,370		53,370
Associate Assessment		0			0
Assessment Revenues - Trade	0	0			0
Late Fees	0	0			0
TOT Revenue	38,227	36,500	0	37,000	37,000
Sip N' Stroll	53,199	54,000	54,000		54,000
Cookie Walk		2,500	2,500		2,500
Interest Revenue	978	100	100		100
Total Revenues	\$ 145,789	\$ 146,684	\$ 109,970	\$ 37,000	\$ 146,970
Total Source of Funds	\$ 185,182	\$ 190,926	\$ 143,396	\$ 37,000	\$ 180,396
Expenditures					
Charitable Donations		6,000	3,000		3,000
CDS Direct Distribution	2,880	4,000	3,000		3,000
Doubtful Accounts		5,000	3,000		3,000
Insurance	1,743	2,000	2,000		2,000
Office Supplies	583	1,000	500		500
Storage Unit	2,281	1,700	1,700		1,700
Renewal	755	800	800		800
Total Administration	\$ 8,242	\$ 20,500	\$ 14,000	\$ -	\$ 14,000
City Accounting Services	\$ 4,200	\$ 4,200	\$ 4,200		\$ 4,200
City Public Works	3,000	3,000	3,000		3,000
Total City Services	\$ 7,200	\$ 7,200	\$ 7,200	\$ -	\$ 7,200
Ambassador	\$7,200	\$7,200	\$6,000		\$6,000
Communications Manager	18,000	18,000	36,000		36,000
Directories Printing	5,073	4,000	3,000		3,000
VSC TV Partnership	7,869	0			0
VSC Map		0	700		700
Insurance		2,000			0
Miscellaneous Print	300	0			0
Miscellaneous Advertising		15,000	15,000		15,000
Miscellaneous Marketing			7,500		7,500
Monterey Travel Magazine		600			0
Print Explore		1,000			0
Social Media Boost		3,000	3,000		3,000
Website Management	8,633	6,000	6,000		6,000
Video Photo Production		6,000			0
Village Enhancement	29,265	16,000	0	14,000	14,000
Total Marketing	\$ 76,340	\$ 78,800	\$ 77,200	\$ 14,000	\$ 91,200
Holiday & Events	\$4,877	\$15,000	\$0	\$7,500	\$7,500
Palm Tree Lights		0	0		0
Sip N' Stroll - Cookie Walk	44,282	36,000	36,000		36,000
Total Special Events	\$ 49,158	\$ 51,000	\$ 36,000	\$ 7,500	\$ 43,500
Total Expenditures	\$ 140,940	\$ 157,500	\$ 134,400	\$ 21,500	\$ 155,900
Ending Fund Balance	\$ 44,242	\$ 33,426			\$ 24,496

Capitola Village & Wharf Business Improvement Area Budget Discussion

The CVWBIA will begin Fiscal Year 2024-25 with an estimated fund balance of \$33,000.

Revenues: The proposed revenue is derived from the CVWBIA business roster and corresponding assessment rates.

Expenditures:

Summary. The proposed expenditures are divided into these categories: Administration \$14,000, City Services \$7,200, Marketing \$91,200, and Special Events \$43,500.

The following is a roster of open businesses in the assessment area as of June 2, 2024.

Capitola Village & Wharf Business Improvement Area Business Listing and Assessment Method

Business Type	Assessment Method	Estimate Assessment	
F1 = Restaurant Full Bar	Per employee category: 6-10 EEs, >10 EEs	F1	\$6,480
F2 = Restaurant Beer & Wine	Per employee category: 0-5 EEs, 6-10 EEs, >10 EEs	F2	\$3,255
F3 = Restaurant No Alcohol	Per employee category: 0-5 EEs, 6-10 EEs	F3	\$3,780
F4 = Wine & Beer Service	Flat fee	F4	\$1,575
F5 = Seasonal Food	Flat fee	F5	\$210
H = Hotel/Motel/Inn	Flat fee per unit or room	H	\$9,360
O = Office/Professional	Flat fee	O	\$1,800
R = Retail/Service	Per employee category: 0-5 EEs, 6-10 EEs	R	\$13,545
SR = Short Term Rental	Flat fee per unit	SR	\$13,365
		Total	\$53,370

<u>Business Name</u>	<u>TYPE</u>	<u>FY24/25 Est. Size</u>	<u>FY24/25 Amount</u>
Paradise Beach Grille	F1	11+	\$1,080
Shadowbrook Restaurant	F1	11+	\$1,080
Zelda's	F1	11+	\$1,080
Britannia Arms Pub & Rest.	F1	0 - 10	\$720
Bay Bar & Grill	F1	0 - 10	\$720
The Sand Bar	F1	0 - 10	\$720
Margaritaville	F1	11+	\$1,080
El Toro Bravo	F2	0 - 5	\$368
Thai Basil	F2	0 - 5	\$368
Geisha Japanese Restaurant & Tea House	F2	0 - 5	\$368
My Thai Beach / Sea Side Siam	F2	0 - 5	\$368
Caruso's Tuscan Cuisine	F2	0 - 5	\$368
Avenue Café	F2	0 - 5	\$368
Tacos Moreno 3	F2	0 - 5	\$368
Trestles Restaurant	F2	6 - 10	\$683
Mr. Toots Coffee & Tea	F3	0 - 5	\$315

			Item 7 G.
Pizza My Heart	F3	6 - 10	
Castagnola Deli & Café	F3	0 - 5	\$315
Polar Bear Ice Cream	F3	6 - 10	\$630
Mijos Taqueria	F3	0 - 5	\$315
Sandcastle Café	F3	0 - 5	\$315
Schneider Consulting LLC dba Boba Bay	F3	0 - 5	\$315
The Daily Grind Coffee & Bottle Shop	F3	0 - 5	\$315
La Marea Café	F3	0-5	\$315
Lost Gatos Meats Capitola	F3	0-5	\$315
Armida Winery	F4	n/a	\$315
Cork and Fork LLC	F4	n/a	\$315
Capitola Wine Bar & Merchants	F4	n/a	\$315
Capitola Tap House	F4	n/a	\$315
English Ales Brewers, Inc.	F4	n/a	\$315
Left Coast Sausage Worx	F5	n/a	\$210
Venetian Hotel	H	19	\$3,420
Capitola Beach Suites aka Harbor Lights	H	10	\$1,800
Inn at Depot Hill	H	13	\$2,340
Capitola Hotel	H	10	\$1,800
David Lyng & Associates	O	n/a	\$90
Katz & Lapides	O	n/a	\$90
Michael Lavigne Real Estate	O	n/a	\$90
Newman & Marcus,LLP	O	n/a	\$90
Suess Insurance Agency	O	n/a	\$90
Latta	O	0 - 5	\$90
Capitola Village Real Estate	O	n/a	\$90
Law Offices of Sam Storey	O	n/a	\$90
John H. McSpadden	O	n/a	\$90
Miles J. Dolinger, Attorney at Law	O	n/a	\$90
Visions by Sheena	O	n/a	\$90
Capitola Village Massage	O	n/a	\$90
Yellow Bus	O	n/a	\$90
Revest Homes, Inc.	O	n/a	\$90
Monet Salon	O	n/a	\$90
Community CPA	O	n/a	\$90
Bare Skin & Body	O	n/a	\$90
Law Offices of Peter Rausch, Jr.	O		\$90
Keenly Financial Inc.	O	n/a	\$90
The Inner Beauty Sanctuary	O	n/a	\$90
MRA Sales, dba Capitola Beach Co.	R	0 - 5	\$315
Big Kahuna Hawaiian Shirts	R	0 - 5	\$315
Craft Gallery	R	0 - 5	\$315
Craft Gallery Annex	R	0 - 5	\$315
Euphoria Rio Mix	R	0 - 5	\$315

Free to Ride	R	0 - 5	Item 7 G.
Hot Feet	R	0 - 5	\$315
Kickback	R	0 - 5	\$315
Nubia Swimwear	R	0 - 5	\$315
Oceania	R	0 - 5	\$315
Phoebe's	R	0 - 5	\$315
Rainbow City Limit	R	0 - 5	\$315
Slap Happy	R	0 - 5	\$315
Super Silver	R	0 - 5	\$315
Sweet Asylum	R	0 - 5	\$315
Yvonne	R	0 - 5	\$315
Parking at the Mercantile	R	0 - 5	\$315
Parking at the Theater	R	0 - 5	\$315
Lumen Gallery	R	0 - 5	\$315
Capitola Reef	R	0 - 5	\$315
Art Inspired	R	0 - 5	\$315
Sea Level T's	R	0 - 5	\$315
Vanity by the Sea	R	0 - 5	\$315
Xandra Swimwear	R	0 - 5	\$315
Quality Market	R	0 - 5	\$315
Capitola Seashells	R	0 - 5	\$315
Jade Allen	R	0 - 5	\$315
Pueblo Viejo Imports	R	0 - 5	\$315
Mia Bella Boutique	R	0 - 5	\$315
Ethos Santa Cruz	R	0 - 5	\$315
Tony Pagliaro Photography	R	0 - 5	\$315
Mercantile Arcade	R	0 - 5	\$315
Carousel Taffy & Treats	R	0 - 5	\$315
Coastal Life	R	0 - 5	\$315
Capitola Candy Café	R	0 - 5	\$315
Capitola Sweet Shoppe	R	0 - 5	\$315
Santa Cruz Apparel	R	0 - 5	\$315
Stoke Brands dba Midtown Surf Shop	R	0 - 5	\$315
Capitola Paws	R	0 - 5	\$315
Nectar California LLC	R	0 - 5	\$315
Katalinas Boutique LLC	R	0 - 5	\$315
Clementine & Co.	R	0 - 5	\$315
Brad's Barkery	R	0-5	\$315
Capitola Family Home	SR	1	\$135
Capitola Pelican House	SR	1	\$135
Capitola Venetian #5	SR	1	\$135
Capitola Venetian #14	SR	1	\$135
Capitola Venetian #8	SR	1	\$135
Capitola Beach Bungalow	SR	1	\$135

Capitola Beach Cottage	SR	1	
Capitola Cliffs Unit 3	SR	1	\$135
Good Time	SR	1	\$135
Michael J. Pirnik	SR	1	\$135
Relaxing Family Condo by the River	SR	1	\$135
Bridgepoint Bungalow	SR	1	\$135
Capitola Cliffs Unit 4 / Begonia Beach Cottage	SR	2	\$270
Capitola Venetian #7	SR	1	\$135
Capitola Venetian Unit 3	SR	1	\$135
Capitola Venetian #1	SR	1	\$135
Oceanfront Capitola Tuscan Villa	SR	1	\$135
Capitola Cliffs #4960-2	SR	1	\$135
Capitola Venetian #11	SR	1	\$135
Beach Charmer	SR	1	\$135
Capitola Venetian #2	SR	1	\$135
Castillo Properties	SR	2	\$270
Capitola Cliffs Unit #1	SR	1	\$135
Deborah Cohen	SR	1	\$135
Bayside Capitola Beach Condo	SR	1	\$135
Capitola Vista #1	SR	1	\$135
Capitola Vista #2	SR	1	\$135
Capitola Vista #3	SR	1	\$135
Capitola Vista #4	SR	1	\$135
Capitola Sea Spray	SR	1	\$135
Creekside Cottage	SR	1	\$135
Capitola Cherry Ave	SR	1	\$135
Luxurious Historic Windmill Silo House	SR	2	\$270
Capitola Bluegum A & B	SR	2	\$270
Grandma's Nest Capitola Venetian #9	SR	1	\$135
CV Retreat with Garage	SR	1	\$135
Capitola Seashell Sanctuary Units A and B	SR	2	\$270
Vista Cortile Condo	SR	1	\$135
Capitola Village Deco Beach House	SR	1	\$135
Talbot Family	SR	1	\$135
Capitola Venetian #16	SR	1	\$135
Capitola Lawn Way #5-4	SR	1	\$135
Capitola Breeze Condo & Seaview Condo	SR	2	\$270
Luxury Home in CV with Hot Tub	SR	1	\$135
Capitola Riverview #421	SR	1	\$135
Capitola Riverview #323	SR	1	\$135
An Iconic Oceanfront Pink Venetian	SR	1	\$135
114 - 116 Lawn Way LLC	SR	2	\$270
Capitola Village Retreat Units A & B	SR	2	\$270
Capitola Cliff House	SR	1	\$135

208 Monterey Ave #A	SR	1	
Capitola Village #316-B & 316-C	SR	1	\$135
Maritime Star	SR	1	\$135
James Lin	SR	1	\$135
Urban Chic Living / Life is Better at Capitola Beach	SR	2	\$270
Capitola Oceanside	SR	1	\$135
Capitola Dreamin'	SR	1	\$135
Capitola Riverview #402	SR	1	\$135
Capitola Riverview #310	SR	1	\$135
Capitola Riverview #312	SR	1	\$135
Oceanside Dream Beach House	SR	1	\$135
Capitola Trestles #5	SR	1	\$135
Paradise Properties Capitola Village #321-B	SR	1	\$135
Bombora LLC Capitola Village #419	SR	2	\$270
Colorful Capitola Village Cottage Unit A & UnitB	SR	2	\$270
Capitola Suites	SR	1	\$135
Five Bedroom Beach Front Home in CV	SR	1	\$135
Capitola Monterey 109-3 & 109-10	SR	1	\$135
Capitola Riverfront Home with Parking	SR	1	\$135
Surf Loft	SR	1	\$135
425 Capitola Ave	SR	1	\$135
Beach Getaway in the Heart of CV / Brand New Luxury CV Home	SR	2	\$270
CV Condo, Dog Friendly, Free Parking	SR	1	\$135
Pet Friendly CV Homee with Garage	SR	1	\$135
CV Home with Parking Spot	SR	1	\$135
Riverview Retreat (A) / Oceanview Oasis (B)	SR	2	\$270
Capitola Hideaway	SR	1	\$135
Bella Capitola	SR	1	\$135
Kohala Properties 831	SR	1	\$135
109 Monterey Avenue#9	SR	1	\$135
Capitola Village Bungalow	SR	1	\$135
Capitola Village Hideaway	SR	1	\$135
321 Riverview Ave.	SR	1	\$135
Capitola Seaglass Cottage	SR	1	\$135
222 San Jose Ave.	SR	1	\$135
201 Monterey Avenue Suite 2	SR	1	\$135

Capitola City Council

Agenda Report

Meeting: May 23, 2024

From: Police Department

Subject: City of Capitola Military Equipment Use



Recommended Action: Adopt a resolution renewing Chapter 2.60 of the Capitola Municipal Code entitled Military Equipment Use Ordinance, Capitola Military Equipment Use Policy 706, and finding that the annual Military Equipment Report complies with the standards of approval outlined in Government Code Section 7071(d).

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

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

Discussion: Staff is proposing no changes to the City’s Military Equipment Use Policy this year. The proposed resolution (Attachment 1) would confirm that the City Council has reviewed the Capitola Military Equipment Use Ordinance (Attachment 2), the Capitola Police Military Equipment Use Policy 706 (Attachment 3) and the annual military equipment report (Attachment 4). As required by Government Code §7071(e)(1) and HMC 2.60.030(F):

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

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

The Police Department is responsible for ensuring that all provisions of Government Code §§7071 and 7072 and CMC Chapter 2.60 are met. The City Council will continue to be required by law to review the ordinance and policy at least once per year and will have the opportunity to renew it or make any necessary changes.

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

Policy 709 also allows continued collaboration with other law enforcement agencies in the deployment or other use of military equipment within the City when exigent circumstances require a swift response. The Department works closely with other local, county, state, and federal law enforcement agencies

on police-related matters, including safeguarding the public’s welfare and safety, working on regional task forces, conducting training exercises, providing mutual aid, and responding to emergencies. In exigent circumstances, there is sometimes the need to deploy military equipment from or lend military equipment to outside entities to promote the safety and security of the community. When military equipment is used under exigent circumstances, the proposed ordinance requires prompt reporting on the use to the City Council.

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

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

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

There will be staff time associated with compliance, annual review, reporting, and community engagement meetings, all of which are required pursuant to applicable provisions of the Government Code.

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

Attachments:

1. Resolution
2. Chapter 2.60 Military Equipment Use Ordinance
3. Military Use Policy (706)
4. 2024 Annual Military Equipment Report

Report Prepared By: Andrew Dally, Chief of Police

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

CITY OF CAPITOLA

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and ADOPTED by the City Council of the City of Capitola at a regular meeting thereof this 23rd day of May, 2024, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Kristen Brown
Mayor of the City of Capitola, California

ATTEST:

Julia Gautho, City Clerk
City of Capitola, California

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

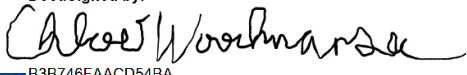
PASSED, ADOPTED, AND APPROVED by the City Council of the City of Capitola at a regular meeting thereof this 28th day of April, 2022, by the following vote to wit:

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

DocuSigned by:

 D612A6018B8746C

 Sam Storey, Mayor, City of Capitola

ATTEST:

DocuSigned by:

B3B746FAACD54BA

Chloé Woodmansee, City Clerk
City of Capitola, California

EXHIBIT A
Amendment to Capitola Municipal Code adding Chapter 2.60

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

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

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

Chapter 2.60

"MILITARY EQUIPMENT" USE ORDINANCE

Sections:

2.60.010 Name of Ordinance

2.60.020 Definitions

2.60.030 Military Equipment Use Policy Requirement

2.60.040 Use In Exigent Circumstances

2.60.050 Reports on the Use of Military Equipment

2.60.060 Severability

2.60.010 Name of Ordinance

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

2.60.020 Definitions

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

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

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

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

2.60.030 Military Equipment Use Policy Requirement

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

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

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

2.60.040 Use in Exigent Circumstances

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

2.60.050 Reports on the Use of Military Equipment.

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

2.60.060 Severability

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

Military Equipment

709.1 PURPOSE AND SCOPE

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

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

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

709.1.1 DEFINITIONS

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

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

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

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

Military Equipment

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

709.2 POLICY

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

709.3 MILITARY EQUIPMENT COORDINATOR

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

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

Military Equipment

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

709.4 APPROVAL

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

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

709.5 COORDINATION WITH OTHER JURISDICTIONS

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

Military Equipment

709.6 ANNUAL REPORT

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

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

709.7 COMMUNITY ENGAGEMENT

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

709.8 MILITARY EQUIPMENT INVENTORY

The attached list is divided into three sections.

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



CITY OF CAPITOLA

POLICE DEPARTMENT



ANDREW J. DALLY
CHIEF OF POLICE

2024
Military Equipment Use AB 481 – Annual Report

Andrew Dally, Chief of Police



CITY OF CAPITOLA

POLICE DEPARTMENT

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CITY OF CAPITOLA

POLICE DEPARTMENT

Annual Reporting Requirements

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

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

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

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

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



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POLICE DEPARTMENT

Summary of Uses (Section One)

1) Lethal Firearms and Ammunition

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

Purpose of Use: Training Exercise

2) Less-lethal shotgun and Less-lethal Ammunition

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

Purpose of Use: Training Exercise

3) Drone – Unmanned Aircraft Systems (UAS)

How equipment was used: Drones were purchased and officers attended POST-approved law enforcement training and Part 107 licensing.

Purpose of Use: Training Exercise. Our Team is not operational and is utilizing Drone Sense technology to catalog our training and deployment flights.

Complaints or Concerns Received

1) Lethal Firearms and Ammunition

Complaint/Concern: No complaints or concerns were received.

2) Less-lethal shotgun and Less-lethal Ammunition

Complaint/Concern: No complaints or concerns were received.

3) Drone – Unmanned Aircraft Systems (UAS)

Complaint/Concern: No complaints or concerns were received.

Internal Audits of Equipment

1) Lethal Firearms and Ammunition

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

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

Actions taken in response: N/A

2) Less-lethal shotgun and Less-lethal Ammunition

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

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

Actions taken in response: N/A



CITY OF CAPITOLA

POLICE DEPARTMENT

3) *Drone – Unmanned Aircraft Systems (UAS)*

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

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

Actions taken in response: N/A

Annual Costs

1) *Lethal Firearms and Ammunition*

Department Owned Firearms and ammunition from approved FY2024-25 budget.

2) *Less-lethal shotgun and Less-lethal Ammunition*

Department Owned less-lethal shotguns and ammunition from approved FY2024-25 budget.

3) *Drone – Unmanned Aircraft Systems (UAS)*

Department Owned Unmanned Aircraft Systems (UAS) from approved FY 2024-25 budget.

Inventory of Equipment

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

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

3) *Drones – Unmanned Aircraft Systems (UAS)*



CITY OF CAPITOLA

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

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



CITY OF CAPITOLA

POLICE DEPARTMENT

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



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POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

Lethal Weapon	
<p>Equipment Type: Daniel Defense Delta Pro 5 Bolt Action 6.5CM - This rifle is standard issue service weapon and therefore exempted from this Military Equipment Use Policy per CA Gov't Code §7070 (c)(10). They have been included in this document in an abundance of caution and the interest of transparency.</p>	
<p>Description: The rifle is a bolt-action 6.5CM rifle used by trained Capitola Police Officer</p>	
<p>Quantity Owned/Sought: 1 Department Owned</p>	<p>Lifespan: 15 years</p>
<p>Equipment Capabilities: A rifle that fires an intermediate-power cartridge (6.5CM) which is more powerful than a standard pistol. To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.</p>	
<p>Manufacturer Product Description: DELTA 5 PRO is the ultimate package of performance, accuracy, and custom features that are rarely found on a production bolt gun. This bolt gun bridges the gap between basic platforms and more expensive, custom builds. So, whether you're a weekend shooter looking to improve your long-range capabilities for the thrill and fun, or a more seasoned competitor looking to improve your custom rig, the DELTA 5 PRO is a firearm that will grow with your capabilities. Guaranteed to shoot sub-half MOA and one of the first production rifles to feature Area 419's ARCA Rail, this serious competition-ready firearm comes without the hefty competition price tag.</p>	
<p>Purpose/Authorized Uses: The Daniel Defense Delta Pro enables officers when in compliance with the CPD's Use of Force Policy, to address short to long-distance threats, or those threats who are heavily armed, armored, or both. Further, in both short and long-distance deployments, they allow officers precision shot placement minimizing the risk to officers and innocent citizens. There are no known alternatives to these weapons that will provide the same level of distance and precision.</p>	
<p>Fiscal Impacts: \$2,100</p>	
<p>Legal/Procedural Rules Governing Use: Use is subject to the applicable policies 300, 300.4, 300.4.1, 300.4.2, 300.5.1, 300.5.2, 300.5.3, 300.11, 303.</p>	
<p>Training Required: Officers must complete a CA POST-certified 16-hour patrol rifle course, advance rifle course and annual department firearms training and qualifications as required by law and policy.</p>	
<p>Compliance mechanisms: Use is subject to the applicable policies 300.4, 300.9, 303.3.2, 303.5, 303.7, 303.8, 303.9.</p>	



CITY OF CAPITOLA

POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

Equipment Type: Hornady 6.5 Creedmoor 147gr ELD Match TAP Precision rifle round	
Description: The Hornady 6.5 Creedmoor TAP Precision is specifically designed to meet FBI protocol and provide superior external ballistics when compared to standard 308 WIN offerings. The 147 gr. ELD Match bullet with Heat Shield tip delivers excellent terminal performance and results in higher retained velocities, less drop, less wind drift, and more energy on target.	
Quantity Owned/Sought: 200 rounds	Lifespan: 10 years
Equipment Capabilities: Operational range 0-300 yards	
Manufacturer Product Description: The name says it all! The 6.5 Precision Rifle Cartridge was designed to achieve the highest levels of accuracy, flat trajectory, and extended range performance in a sensibly designed compact package. Utilizing moderate powder charges that result in repeatable accuracy, low recoil, and reasonable barrel life, the 6.5 PRC produces high velocities for target shooting with performance well beyond 1000 yards.	
Purpose/Authorized Uses: To be used with precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.	
Fiscal Impacts: \$35.80 per box of 20	
Legal/Procedural Rules Governing Use: Refer to policies 300, 300.4, 300.4.1, 300.5, 300.5.1, 300.5.3, 300.11, 303, 303.3	
Training Required: Sworn members utilizing department issued ammunition are trained in their use by CA POST certified instructors.	
Compliance Mechanism: Use is subject to applicable policies 303.3, 303.3.2.	



CITY OF CAPITOLA

POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

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



CITY OF CAPITOLA

POLICE DEPARTMENT

Equipment Type: Unmanned Aircraft Systems (UAS/Drones) – CA Gov’t Code §7070(c)(1)	
Quantity Owned/Sought: 5 UAS	Lifespan: Approximately 5 years
Equipment Capabilities: Remotely piloted aerial vehicles capable of providing live and recorded video images captured from aerial positions, including images enhanced by Forward Looking Infrared (FLIR) and optical zoom lenses.	
Manufacturer Product Description:	
<p><u>1-DJI Mavic 3T</u> redefines industry standards for small commercial drones. The Mavic 3 has a wide, telephoto, and thermal lens. The wide 48 MP lens has a ½ CMOS sensor with a 24 mm equivalent focal length. The telephoto 12 MP lens has a 162 equivalent focal length with a 52x Hybrid Zoom. The thermal has a 640 x 512 resolution with a 40 mm equivalent focal length with a 61-degree field of view. Max flight time is 45 minutes.</p> <p><u>3-DJI Mini 3</u> is a compact, ultra-lightweight camera drone built for adventure. It features extended battery life, detail-rich 4K HDR video, and features like Ture Vertical Shooting for social-media-optimized shots. The Mini 3’s camera is equipped with a 1/1.3-inch CMOS sensor with dual native ISO and chip-level HDR technology. During the day, capture highlight and shadow details for more nuanced visual results with greater depth. Continue to capture clearly and vividly, even as day turns to night. The camera’s f/1.7 aperture with larger pixels and 4x zoom. Max flight time is 30 minutes.</p> <p><u>1-Avata</u> is a Compact and lightweight drone that is nimble in tight spaces. Every aspect of its design was made for you to be bold. The built-in propeller guard means that if Avata comes in contact with an object, it can bounce back, stay in the air, and keep on flying. The Avata UAS adopts a new innovative design that is made with convenience in mind. It is more lightweight, compact, and easy to carry. Rediscover your surroundings with complete freedom and find incredible ways to capture video. DJI Avata’s flexibility in various scenarios opens up a world of creative possibilities.</p>	
Purpose/Authorized Uses: UAS/Drones may be utilized to enhance the Department’s mission of protecting lives and property when other means and resources are not available or are less effective. Uses may include but are not limited to search and rescue; suspect apprehension; crime scene documentation; tactical operations; scene security; hazard monitoring, identification, and mitigation; response to emergency calls; crisis communications; and legally authorized surveillance.	
Fiscal Impacts: The initial costs of equipment, licensing, software, and training are expected to be approximately \$15,000 which will be funded by SLESF. The ongoing cost associated with UAS operation and maintenance is estimated to be approximately \$5,000 per year.	
Legal/Procedural Rules Governing Use: Any use of a UAS will be in strict accordance with constitutional and privacy rights and Federal Aviation Administration (FAA) regulations. The use of the UAS potentially involves privacy considerations. Absent a warrant or exigent circumstances, operators and observers shall adhere to FAA altitude regulations and shall not intentionally record or transmit images of any location where a person would have a reasonable expectation of privacy (e.g., residence, yard, enclosure). Operators and observers shall take reasonable precautions to avoid inadvertently recording or transmitting images of areas where there is a reasonable expectation of privacy. Reasonable precautions can include, for example, deactivating or turning imaging devices away from such areas or persons during UAS operations.	
Training Required: Before piloting any UAS/Drone staff members must secure an FAA Remote Pilot License and complete all training required by our FAA COA.	



CITY OF CAPITOLA

POLICE DEPARTMENT

Other Notes: None.

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

709.5 COORDINATION WITH OTHER JURISDICTIONS

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



CITY OF CAPITOLA

POLICE DEPARTMENT

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

No new items requested for 2024	

Capitola City Council

Agenda Report

Meeting: May, 23, 2024
From: Public Works Department
Subject: COE Bylaws & FY 2023-25 Goals



Recommended Action: Adopt a resolution adopting amended Commission on the Environment Bylaws and approve the list of Commission on the Environment Goals for FY 2023-25.

Background: On January 13, 2005, the City Council adopted Resolution 3424 to establish the Commission on the Environment (COE) and adopted initial bylaws. The bylaws have been amended four times since by City Council Resolution Nos. 3610, 3696, 3779, and 3967.

At the regular COE meeting on Wednesday, February 21, 2024, the COE reviewed the most current COE Bylaws (Resolution No. 3967) and recommended the City Council adopt a newly revised set of bylaws (Attachment 1). The COE also discussed a list of goals for FY 2023-25 and recommended the goals be submitted to the City Council for review and approval (Attachment 2).

The revised COE Bylaws and goals were included as a consent item on the April 11th, 2024, City Council Meeting Agenda. Vice Mayor Brooks pulled the item from the consent agenda and requested that the COE bring additional background information on the proposed goals to a future City Council meeting.

Discussion: Regular review of bylaws is considered a best practice to ensure that the bylaws accurately represent the Commission and meet the needs of the group's structure, roles, and responsibilities. The COE may review and recommend changes to the bylaws to the City Council for adoption.

The COE prepared a list of goals for FY 23-25, which includes projects and matters of environmental concern that are aimed to align with the City's climate action and overarching environmental goals. The COE goals will serve as a framework for the Commission's meetings and scheduled activities for the remainder of FY 23-24 and FY 24-25. As an advisory body to the City Council, the COE requested that staff submit the list of COE FY23-25 goals to the City Council for review, input, and approval.

Fiscal Impact: None.

Attachments:

1. Resolution with COE Bylaws
2. COE Goals for FY 2023-25

Report Prepared By: Erika Senyk, Environmental Projects Manager

Reviewed By: Julia Gautho, City Clerk, Jessica Kahn, Public Works Director

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO. XXXX
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
REPEALING RESOLUTION NO. 3967 AND ADOPTING REVISED
COMMISSION ON THE ENVIRONMENT BYLAWS

WHEREAS, The City of Capitola benefits substantially from numerous and significant environmental resources, some of which include Soquel Creek, the ocean and Capitola Beach, and associated riparian and sensitive habitat areas; and

WHEREAS, protection and enhancement of these environmental resources maintains and enhances a quality of life in the City of Capitola that is beneficial to all; and

WHEREAS, the City Council of the City of Capitola desires to receive advice and recommendations on matters of an environmental concern from a special commission comprised of dedicated individuals with expertise in ecological and resource protection issues; and

WHEREAS, the City Council established the Commission on the Environment on January 13, 2005, by adopting Resolution No. 3424. Since the formation of the Commission on the Environment, the Commission’s Bylaws have been amended by Resolutions 3610, 3696, 3779, and 3967.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Capitola that Resolution No. 3967 is hereby repealed in its entirety and the Commission on the Environment Bylaws are replaced to read as set forth in Exhibit A, attached hereto and incorporated by reference.

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 April, 2024, by the following vote:

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

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

**COMMISSION ON THE ENVIRONMENT
BYLAWS**

- Section 1. The Commission shall be called the City of Capitola Commission on the Environment (COE) and is hereby established by adoption of City Council Resolution No. 3424.
- Section 2. The purpose of the COE is to provide advice and recommendations to the City Council on policy and funding matters relating to sustainability, environmental protection, climate action plan implementation and resource enhancement which benefit the City of Capitola, and which are not under the jurisdictions of existing committees or commissions. The COE will also, from time to time, consider any such matters referred to it by the City Council or the City Manager.
- Section 3. The COE shall be comprised of five members, consisting of one City Council member and one appointee from each of the remaining four City Council members. The COE may, at their discretion, appoint non-voting ex officio members such as student participants.
- Section 4. The COE members may be City residents or non-residents.
- Section 5. Regular meetings of the COE will be held on a monthly basis.
- Section 6. The City will provide staff support to the COE as assigned by the City Manager. The assigned staff will be primarily responsible for assisting the COE with the preparation of agendas and minutes, compilation of material for discussion at meetings and follow-up as necessary.

COMMISSION ON THE ENVIRONMENT FISCAL YEAR 2023-25 GOALS

1. Support the update of the City's Climate Action Plan goals at COE meetings.
2. Pursue projects related to Soquel Creek and Noble Gulch maintenance and identify funding opportunities.
3. Improve enforcement of regulations prohibiting the use of plastic straws and plastic pollution.
4. Investigate a White Roof Rebate Program that incentivizes residents and business owners to reduce energy usage.

Capitola City Council

Agenda Report

Meeting: May 23, 2024

From: Recreation Department

Subject: Parks Use Policy and Resolution



Recommended Action: Adopt a resolution adopting a City Park Reservation Permit Use Policy (“Park Reservation Policy”) and direct staff to return to the City Council with amendments to the fee schedule to reflect proposed park space reservation fees.

Background: The City’s parks currently operate on a first-come, first-served basis, with the exception of athletic fields and court rentals. The Recreation Division often receives requests from the public with inquiries on the process of hosting a small group gathering in a City park. The City’s current process causes conflict for the public, who are in competition for the available space, and can put the City at risk of liability as a result of the public’s equipment or activities in City parks. During the March 14, 2024, City Council meeting, staff proposed an ordinance for City Council consideration to address these issues. The City Council directed staff return with an administrative park use policy, specifying the areas of the City’s parks that are available for exclusive use pursuant to the new Chapter 12.40.

On March 28, 2024, the City Council adopted an ordinance repealing and replacing Capitola Municipal Code Chapter 12.40, Park Regulations, creating a process for the public to reserve areas of City parks for “non-expressive activity” exclusive use for small, personal events (such as birthday or graduation parties) as well as establishing a transparent structure for regulating activities in City parks. If the event requesting exclusive use of one of the City’s parks were considered “expressive activity,” it would instead be subject to the City’s special events permitting requirements.

At the March 28, 2024, meeting, staff presented a Parks Policy to the City Council. The City Council directed staff to remove Esplanade Park from the policy, update the policy to outline reservable areas where bounce houses and/or barbecues are permissible, provided feedback to staff regarding fees and insurance requirements, and requested that staff return to the City Council with an updated policy at a later date.

Discussion: The proposed Park Reservation Permit Use Policy (“Park Reservation Policy”) provides the public with additional clarity on the spaces available for permits, capacity for each reservable park space, and expectations about information that will be communicated to the public during the reservation process. The benefit of this Park Reservation Policy is that it allows staff to make administrative changes to the park reservation use permit process in response to the changing landscape of parks or unforeseeable issues without formal amendment of the Municipal Code.

Fiscal Impact: Members of the public who inquire about reserving a park space will receive the “Capitola Reservable Park Area Packet,” Attachment 2, which includes the fees, maps of locations, and terms and conditions of use. The City’s current fee schedule does not set park space rental fees. Staff will return to the City Council with an amendment to the adopted fee schedule to reflect proposed park use fees.

Attachments:

- 1) Parks Reservation Permit Use Policy
- 2) Sample Capitola Reservable Park Area Packet
- 3) Resolution Adopting Park Reservation Permit Use Policy

Report Prepared By: Nikki Bryant, Recreation Division Manager

Reviewed By: Tamar Burke, Assistant City Attorney

Approved By: Jamie Goldstein, City Manager

ADMINISTRATIVE POLICY XX-XX: Park Reservation Permit Use Policy

Number: TBD
 Issued: May 2024
 Jurisdiction: City Council by
 Resolution

PURPOSE

The purpose of this policy is to outline the available areas for park rental use within the City of Capitola and outline the rental terms and conditions of use.

RESERVABLE PARK AREAS

- Jade Street Park
 - A3 Lawn – Capacity of 30
 - Patio Lawn – Capacity of 30
 - Soccer Lawn 1 – Capacity of 74
 - Soccer Lawn 2 – Capacity of 74
- Monterey Avenue Park
 - Dugout Picnic Tables – Capacity of 40
 - School Side Lawn – Capacity of 40
 - Soccer Lawn 1 – Capacity of 74
- Noble Gulch Park
 - Creekside Picnic Tables – Capacity of 40
- McGregor Park
 - Seating Area – Capacity of 20
- Esplanade Park/Soquel Creek Park/Peery Park/Cortez Park – **Not reservable.**
- Rispin Mansion Park – Currently under construction. **Not reservable.**

Exhibit A, attached hereto and incorporated herein by reference, indicates the spaces within each of the above-referenced Parks available for reservation and exclusive use pursuant to this Policy and Section 12.40 of the Capitola Municipal Code. The City Manager or designee may temporarily revise this available site list in response to construction, environmental concern for the park spaces, or other unforeseen circumstances, for up to 1 year without adjustment to the policy. Any such temporary revision shall be posted on the City website.

Park reservation use permit fees will be established by City Council resolution.

Bounce Houses

Members of the public who wish to use a bounce house in any city park must obtain a Bounce House permit and insurance in a form acceptable by the City. Bounce Houses may not be erected in McGregor Park. If the bounce house will be used during a reservation in one of the reservable spaces, the Bounce House Permit is in addition to the park reservation use permit.

Barbeques

Members of the public wishing to operate a barbeque listed as acceptable in Section 12.40.1330(G) in Jade Street or Monterey Avenue Park must obtain a BBQ permit and insurance in a form acceptable by the City.

Temporary Structures

Members of the public wishing to erect a structure larger than 100 square feet or taller than 10 feet in a Park shall obtain a Structure permit and insurance in a form acceptable by the City.

The park reservation use permit application shall include the following: Reservation Terms, Equipment Insurance process, Permit Specifications, General Conditions, Fees and Refunds, Assumption of Liability Waiver, and Indemnity, and a process for waiving certain fees as a result of financial hardship.

This policy is approved and authorized by:

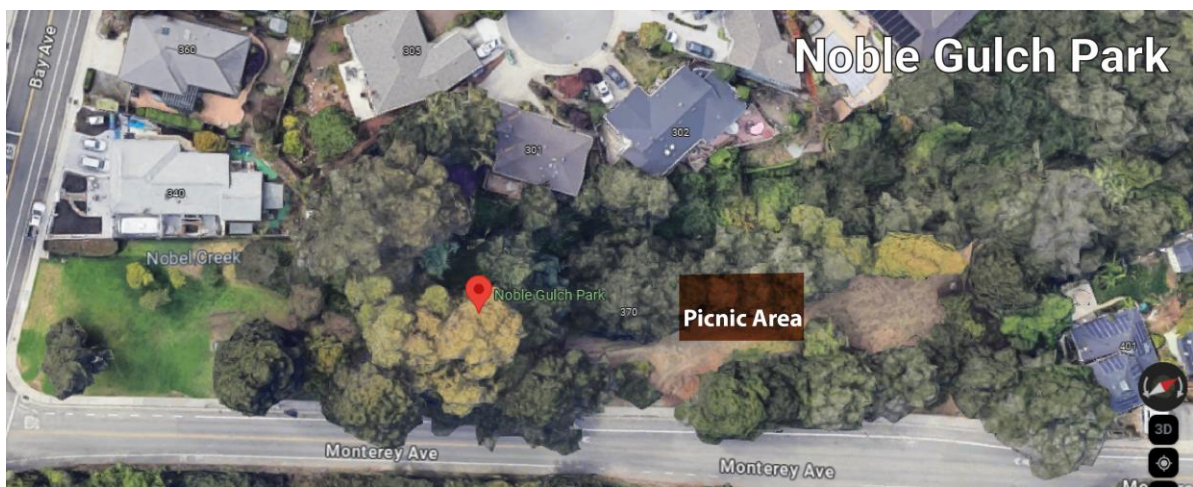
Jamie Goldstein, City Manager

Exhibit A

Areas shaded in red available for reservation



Areas in City of Capitola parks available for rent (cont.)



Areas in City of Capitola parks available for rent (cont.)





City of Capitola Recreation
 4400 Jade Street
 Capitola, CA 95010
 capitolarecreation@ci.capitola.ca.us

Reservable Park Areas

Park Space	Capacity	Amenities
Jade Street Park		
<i>Bounce House & BBQ with permit</i>		
A3 Lawn	30	Public Bathrooms Playground
Patio Lawn	30	Public Bathrooms Community Center Patio (additional rental) Playground
Soccer Lawn 1	74	Public Bathrooms
Soccer Lawn 2	74	Public Bathrooms
Monterey Avenue Park		
<i>Bounce House & BBQ with permit</i>		
Dugout Picnic Tables	40	Picnic Tables Water Fountain
School Side Lawn	40	Water Fountain
Soccer Lawn 1	74	Water Fountain
Noble Gulch Park		
<i>Bounce House with permit</i>		
Creekside Picnic Tables	40	Picnic Tables
McGregor Park		
Seating area	20	Public Porta Potty Skate/Bike/Dog park
Esplanade Park/ Soquel Creek Park/ Peery Park/ Cortez Park Not reservable		
The Park at Rispin Mansion Under Construction and not reservable		

Rental Details: All park spaces are available for reservation for \$10 per hour rate. Minimum 2 hours if location is available. Permittee is responsible for all set up and clean up. Capacity includes all persons in attendance, including helpers and children.

Bounce House Permit: permit fee of \$60 and insurance in a form acceptable by the City is required to have a bounce house with a park reservation. Bounce houses may not be erected in McGregor Park.

BBQ Permit: permit fee of \$10 and insurance in a form acceptable by the City is required to have a BBQ with a park reservation. BBQ are only allowed in Jade St and Monterey Park. BBQ must comply with the Capitola Municipal Code section 12.40.130.

Structure Permit: permit fee of \$60 and insurance in a form acceptable by the City is required to have a Temporary Structure larger than 100 square feet or taller than 10 feet in a Park. . BBQ are only allowed in Jade St and Monterey Park. BBQ must



Park Rental Terms and Conditions of Use

A. Reservation

- i. Reservations are made on a first come first served basis and can be made up to one year in advance and no less than 72 hours prior to date desired. Minors (under 18) are not eligible to reserve facilities.
- ii. Minimum 2 hours if location is available. Permittee is responsible for all set up and clean up. Capacity includes all persons in attendance, including helpers and children.
- iii. Full payment is required when the reservation is made.
- iv. Changes to the permit, including changes of date, must be requested in writing by the permittee. All changes are subject to Department approval and subject to a change fee (as described in the Fee Schedule) No changes or additions to the reservation times may take place within two weeks of the event date.
- v. Reservation cancellations must be made in writing and are subject to the refund policy.

B. Park Rental Permit Specifications

- i. Capitola park areas may be reserved daily between 6:00 AM to dusk. The times of the reservation permit must include all set-up and clean-up time. Minimum rental of 2 hours.
- ii. Alcohol consumption is not permitted.
- iii. Bounce House & BBQ permit fee and insurance in a form acceptable by the City is required to have a bounce house with a park reservation. Bounce houses may not be erected in McGregor Park.
- iv. An amplified sound permit is required for any event using the following devices: public address systems, speaker systems, live music, and amplification.
- v. Use of equipment requiring a power source or erecting a structure larger than 100 square feet or taller than 10 feet in a Park shall obtain a permit.
- vi. A copy of the permit shall be available upon request by any City official during the park reservation.

C. General Conditions

- i. Groups comprised predominantly of participants under 12 year of age must be chaperoned at a ratio of one adult (over 18 years) to 12 minors.
- ii. Commercial activity is not permitted.
- iii. Decorating materials can include light adhesive, removal tape (i.e. poster tape or painter's tape, zip ties, twine and florist wire. Biodegradable balloons and confetti only. Not allowed: balloon-releasing, rice throwing, staples, tacks, nails, screws, or stakes longer than 6 inches.
- iv. Portable barbecues must be manufactured gas outdoor flame devices that comply with Fire Code and are only permitted at Jade Street and Monterey Park.
- v. The Recreation department may require insurance for activity that is deemed to be high risk. Bounce house will require insurance.
- vi. City of Capitola is not responsible for items left, lost or stolen.



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- vii. Overnight storage is not permitted. If rental equipment is used permittee must arrange for it to be delivered and removed the same day as the reservation.
- viii. Areas of City Parks outside the reservable spaces remain open for use by the public. The permittee shall not exclude the public from any site the permittee did not lawfully reserve through a Park Use Permit, nor obstruct the public right of way, nor interrupt or impede upon the orderly flow of automobile or bicycle traffic on any streets or pedestrian right of way adjacent to the location.
- ix. The City Manager or designee is authorized to refuse or revoke any use permit or agreement.
- x. Responsibility for general set up and clean-up of premises shall be the permittee. All trash and recycling materials should be placed in the provided receptacles. Remove all decorations and clean up spilled food. Remove all personal items by end of reservation. The area must be restored to pre-use conditions. Set up and clean up may only take place within the reservation timeframe.
- xi. Smoking and vaping are prohibited in City of Capitola Parks.
- xii. Permittee shall not assign or sub-lease any portion of the reservation.
- xiii. All vehicles associated with a permit must abide by all applicable vehicle and parking statutes and regulations. Vehicles are allowed in designated parking areas only. Driving on grass areas or outside of parking area is prohibited. Parking may be limited. Please encourage carpooling.
- xiv. City of Capitola may establish additional policies consistent with the provisions of the adopted rules and regulations as it deems necessary for safe, efficient, and optimum use of facilities. Please check with the Recreation Front Desk for prior approval regarding uncommon or unique requests.

D. Fees and Refunds

- i. Request more than two weeks before the reservation date, the City will provide a 90% refund.
- ii. Request within two weeks before the date of reservation, the City will provide a 50% refund or apply credit to account.
- iii. Account credit is valid for one year. Please allow up to two weeks to receive your refund amount.
- iv. No refund will be provided if the park permit is revoked.
- v. Request for hardship waiver will be considered in regards to availability of scholarship funds.
- vi. Damage done to the facility or grounds during event or additional clean-up required by maintenance staff will have the required amount billed to the permittee. Staff rates to repair the area are charged at the billable rate.
- vii. Renters are expected to abide by the reservation time indicated on the permit. If the time limits are exceeded by early entry or late exit, the permittee will be charged for the excess time at the hourly rental rate.



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E. Assumption of Liability Waiver and Indemnity

i. Assumption of Liability

Permittee, whether individual, group, or entity, is solely responsible for any and all liabilities to persons or property resulting from use of the City Park area, including damage to any City property or structures. Permittee will indemnify, defend, and hold harmless the City of Capitola, its elected and appointed Council, Commissions, Officers, Agents, and Employees from any claims, suits, losses, or damages for injury to persons or property arising from or connected to this use of the City Park area.

ii. Agreement to Abide by Terms and Conditions

Permittee, whether individual, group, or entity, represents that he/she/they/it has/have read these Terms and Conditions, agrees to make them known to persons attending the function or activity, and agrees that no violation of such shall be allowed to occur on the premises or facilities. Permittee understands that permission to use of the City Park Area is contingent upon compliance with these Terms and Conditions and that permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with these Terms and Conditions.

iii. Permittee, or Representative, to be Present.

Permittee, or the group or entity individual named in the Permit, will be present during the entire period of use of the facility.

I have carefully read and agree to the Term and Conditions of Use and will comply with the regulations and use policies.

Permittee

Date

City Representative

Date



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Capitola, CA 95010
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Areas in City of Capitola parks available for Reservation

Areas shaded in red available for reservation.





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Areas in City of Capitola parks available for rent (cont.)





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Grills and BBQs in Jade St Park and Monterey Ave Park

LP or LNG grills with enclosed flame are acceptable.



Charcoal Grills and Wood Smokers/BBQs are **NOT PERMITTED**



RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CAPITOLA ADOPTING THE PARK RESERVATION PERMIT USE
POLICY**

WHEREAS, on May 23, 2024, the City Council of the City of Capitola adopted Ordinance No. 1065, repealing and replacing Capitola Municipal Code section 12.49, Parks Regulations; and

WHEREAS, Capitola Municipal Code Section 12.40.070(A) provides that specific areas within all city Parks that are available for exclusive use shall be identified in the Parks Policy; and

WHEREAS, Capitola Municipal Code Section 12.40.070(F) requires all Park use permits to comply with the Parks Policy adopted by the City Council by resolution as amended from time to time; and

WHEREAS, the City Council of Capitola intends to clearly identify areas of the City’s Parks that are available for reservation for exclusive use by the public in compliance with the Municipal Code; and

WHEREAS, the purpose of this Park Reservation Permit Use Policy is to identify reservable spaces for exclusive use by groups of up to 74 individuals, establish standards for use of those spaces, and promulgate regulations governing the safe and enjoyable use of the City’s Parks.

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

- A. The above recitals are true and correct and material to this Resolution.
- B. The City Council hereby adopts the Park Reservation Permit Use Policy attached hereto as Exhibit A, and incorporated herein by reference.

ADOPTED by the City Council of the City of Capitola, California, at a regular meeting thereof this 23rd day of May, 2024 by the following vote:

AYES:
NAYS:
ABSTAIN:
ABSENT:

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: May 23, 2024

From: Public Works Department

Subject: Community Center Renovation Project



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

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

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

In mid-June 2023, staff was informed of a \$1M allocation for the Project in the 2023 State Budget through the Natural Resources Agency (California State Parks). In addition, the City received confirmation of the intent of award of a CDBG grant of \$3.2M in construction funds earlier this year. This funding necessitates bidding for the project in Summer 2024 and commencing construction in Fall 2024. Additionally, the City applied for an AMBAG grant for EV charging infrastructure at the Community Center, as required by the renovation project, and was granted \$160k for that purpose.

Discussion: The total current funding is expected to cover the entire scope required by the LTUA, including both exterior and interior improvements. Additional enhancements to the exterior spaces will be offered as optional add-ons, structured in a way that allows for flexibility based on additional funding and bid pricing.

During the process of applying for CDBG funding, additional work was required with BLRA, including expanded specifications and the need for a specialized sub-consultant for kitchen design. The proposed amendment to the BLRA contract (Attachment 1) reflects these scope changes, as well as providing support for bidding and construction administration of the project.

The estimated construction time for the project is approximately 200 working days (equivalent to 9-10 months), with an estimated construction cost of \$5M. Effective construction management and inspection services are crucial for successful project implementation. Given the challenging nature of the project, active project management will be required to address technical, construction, site coordination, and community issues during construction.

The City issued a request for proposals for construction management services, outlining various responsibilities such as on-site supervision, coordination, value engineering analysis, project and construction management, cost review, and quality assurance. Five consulting firms submitted proposals, and after staff review and interviews, staff is recommending Cumming Group as the construction management firm for the project. Cumming Group's experience includes providing construction management services for similar projects in cities such as Mountain View, Los Altos, Scotts Valley, and UCSC.

Fiscal Impact: In FY 2022-2023, \$150,000 was allocated for the design phase of the Project. Presently, the FY 2023-2024 budget includes \$1.65M for the completion of design and construction activities. Additionally, the Project has received \$1.0M from California State Parks, and awards totaling \$3.2M for construction from CDBG, along with \$160k from AMBAG, which are expected to be finalized in the near term. The summary of project funding and costs is presented in Table 1 below.

Table 1. Project Costs and Funding

Construction Scope	
Conceptual Design	\$ 150,000
Final Design	\$ 411,000
Construction	\$ 5,000,000
Construction Management	\$ 300,000
Contingency	\$ 299,000
Total Project Costs	\$ 6,160,000
FY22-23 Budget	\$ 150,000
FY23-24 Budget	\$ 1,650,000
State Parks Allocation	\$ 1,000,000
CDBG Grant	\$ 3,200,000
AMBAG Grant	\$ 160,000
Total Project Funding	\$ 6,160,000

Attachments:

1. Boone Low Ratliff Architects Contract Amendment No. 2
2. Agreement Cumming Group for Construction Management Services

Report Prepared By: Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager

CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
 Community Center Construction Management Services
 Cumming Group

THIS AGREEMENT is entered into on May 23, 2024, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Cumming Group, hereinafter called "Consultant".

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

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

SECTION 1
Scope of Services

The services to be performed under this Agreement are for economic consulting services and further detailed in Appendix One.

SECTION 2
Duties of Consultant

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

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

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

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

SECTION 3
Duties of the City

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

The Director may authorize a staff person to serve as his or her representative for conferring with Consultant relative to Consultant's services. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION 4 **Fees and Payment**

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

SECTION 5 **Changes in Work**

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

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

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

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

Work shall begin on or about June 1, 2024

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

SECTION 7 **Termination**

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

**SECTION 8
Insurance**

Consultant shall procure and maintain for the duration of the contract and for **1** years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Waiver of Subrogation

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

Verification of Coverage

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

SECTION 9 Indemnification

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

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

SECTION 10
Civil Rights Compliance/Equal Opportunity Assurance

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

SECTION 11
Legal Action/Attorneys' Fees

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

SECTION 12
Assignment

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

SECTION 13
Amendments

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

authority is retained solely by the City Council. Unless expressly authorized by the City Council, Consultant's compensation shall be limited to that set forth in Appendix Two.

SECTION 14 Miscellaneous Provisions

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

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

3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.

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

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

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

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

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

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

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

CONSULTANT

By: _____
Benjamin Goldstein, City Manager

By: _____

Dated: _____

Dated: _____

Approved as to Form:

Samantha Zutler, City Attorney

APPENDIX ONE
Scope of Services

Section E. Estimated Labor Hours

This section should include the estimated labor hours by personnel proposed for the project for each task identified in the Scope of Services and project assignments described in Section II. A standard hourly rate fee for the firm and its subconsultants are required to be submitted in a separate envelope as described in Section IV.G. All pertinent and relevant assumptions that may affect the proposed hours shall be clearly listed in the proposal.

Estimated Labor Hours

Please refer to the tables below for Cumming Group’s anticipated level of effort to complete the work:

Preconstruction

PERSONNEL	JUN-24	JUL-24	AUG-24	SEP-24
John Olsson – Project Executive	2	2	2	2
Tyler Sutton – Project Director	8	8	8	8
Pam Harnett – Project Manager	16	24	24	32
Michael Echelmeier – Constructability	42	---	---	---
Brian Mirador – Project Engineer	10	10	10	10
TOTAL HOURS	78	44	44	52

Construction

PERSONNEL	OCT-24	NOV-24	DEC-24	JAN-25	FEB-25	MAR-25	APR-25	MAY-25	JUN-25	JUL-25
John Olsson Project Executive	2	2	2	2	2	2	2	2	2	2
Tyler Sutton Project Director	16	16	16	16	16	16	16	16	16	16
Pam Harnett Project Manager	64	64	64	64	64	64	64	64	64	64
Brian Mirador Project Engineer	32	32	32	32	32	32	32	32	32	32
TOTAL HOURS	114	114	114	114	114	114	114	114	114	114

Closeout

PERSONNEL	AUG-25	SEP-25
John Olsson – Project Executive	2	2
Tyler Sutton – Project Director	10	8
Pam Harnett – Project Manager	64	24
Brian Mirador – Project Engineer	32	24
TOTAL HOURS	108	58

Section G. Proposed Budget & Fee Schedule

The proposal shall include a proposed budget and fee schedule based upon the labor hours included as Section IV.E of the proposal.

Fee Proposal and Rates

Cumming Group has provided a proposed budget and hourly rates below to provide Construction Management Services for the Community Center Renovation Project. Cumming Group's fees are typically determined by our recommended staffing plan, projected level of effort, and proposed hourly rates, which are subject to approval by the City.

Classification	Team Member	Total Hours	Hourly Rate	TOTAL
Project Executive	John Olsson, CCM	32	\$250.00	\$8,100
Project Director	Tyler Sutton, LEED GA	210	\$225.00	\$47,813
Project Manager	Pam Harnett	824	\$185.00	\$154,438
Constructability Reviewer	Michael Echelmeier	42	\$165.00	\$6,930
Project Engineer	Brian Mirador	416	\$135.00	\$56,970
TOTAL FEE				\$274,251

	RATE	MONTHS	TOTAL
Reimbursable Expenses	\$150.00	16	\$2,400.00

As-Needed Support Services

Additional as-needed support staff and services are readily available as a preventative measure to mitigate any unforeseen exposures that may impact project budget, schedule, and/or quality, if and as required by the City. As such, Cumming Group has provided hourly rates in the table below for additional as-needed support staff and services that are readily available to support the City, as necessary:

Classification	Team Member	Hourly Rate
Cost Manager	Nick Mata	\$175.00
Scheduler	Vincent Ly	\$155.00

APPENDIX TWO Fees and Payments

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$_____ without written advance authorization from the City.

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

Salary expenses include the actual direct pay of personnel assigned to the project (except for routine secretarial and account services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other fringe benefits. The percentage of compensation attributable to salary expenses includes all of Consultant's indirect overhead costs and fees. For purposes of this Agreement, Consultant's salary expenses and non-salary expenses will be compensated at the rates set forth in the fee schedule attached to this appendix and in accordance with the terms set forth therein. Non-salary expenses include travel, meals and lodging while traveling, materials other than normal office supplies, reproduction and printing costs, equipment rental, computer services, service of subconsultants or subcontractors, and other identifiable job expenses. The use of Consultant's vehicles for travel shall be paid at the current Internal Revenue Service published mileage rate.

Salary payment for personnel time will be made at the rates set forth in the attached fee schedule for all time charged to the project. Normal payroll rates are for 40 hours per week. Consultant shall not charge the City for personnel overtime salary at rates higher than those set forth in the attached fee schedule without the City's prior written authorization.

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$_____, without specific, written advance authorization from the City.

Payments shall be made monthly by the City, based on itemized invoices from the Consultant which list actual costs and expenses. Such payments shall be for the invoice amount. The monthly statements shall contain the following affidavit signed by a principal of the Consultant's firm:

"I hereby certify as principal of the firm of Cumming Group, that the charge of \$_____ as summarized above and shown in detail on the attachments is fair and reasonable, is in accordance with the terms of the Agreement dated May 23, 2024, and has not been previously paid."

2ND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH BOONE LOW RATLIFF ARCHITECTS,
INC. FOR COMMUNITY CENTER RENOVATION PROJECT

between

CITY OF CAPITOLA AND BOONE LOW RATLIFF ARCHITECTS, INC.

The City of Capitola and Boone Low Ratliff Architects, Inc., hereby agree to the following Amendment(s) to the Contract dated February 23, 2023:

- 1) Increase the budget amount by \$36,752.50 for final design documents, bidding support, and construction administration

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

CONTRACTOR: BOONE LOW RATLIFF ARCHITECTS, INC.

By:

Date: _____

CITY OF CAPITOLA

By: Benjamin Goldstein, City Manager

Date: _____



4/05/2024

City of Capitola Public Works Department (PW)

Project Manager: Jessica Kahn: jkahn@ci.capitola.ca.us

420 Capitola Avenue, Capitola CA 95010

(831) 475 7300

RE: Addendum#1 to Professional Services Agreement dated February 23, 2023 City of Capitola Improvement Project.

Dear Jessica:

We are pleased at the progress of the project and the award of the CBDG grant. We are asking for an Addendum 1 to the contract to cover our costs for the additional time required by the phasing of the project due to the budget/grant guidelines. We also ended up hiring two Consultants for the project that was not anticipated at the time we wrote the Phase II Professional services. These two Consultant costs were billed to our 50-100 % CD's budget and out of our contingency of 6,000.00 which is now depleted. See attached Contracts for specifications writer and commercial kitchen designer. Addendum 1 covers our time for the Plan check comments phase after we submit for the building permit. Please email if you have any questions or comments.

-Specification Writer Peggy White fee: \$15,775.00

-East Bay Restaurant Supply, Inc. \$4,000.00

\$19,775.00

Consultant markup 1.1 % \$1977.50

Remove all the phasing in the drawings. \$4000.00

-Plan check revisions \$5,000.00

-Architectural Contingency \$6000.00

Total Addendum 1 amount = \$36,752.50

BEST REGARDS,

JACQUELYN LOW AIA