

City of Capitola

City Council Meeting Agenda

Thursday, March 28, 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 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

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.

- [A.](#) Item 7I - Updated Staff Report & Attachment
- [B.](#) Item 8A - Updated Attachment
- [C.](#) Item 8B - Correspondence Received

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 regular meeting on March 14, 2024.

B. City Check Registers

Recommended Action: Approve check registers dated March 8, 2024, and March 15, 2024.

C. Special Events and Park Regulations

Recommended Action: Adopt an ordinance of the City of Capitola repealing and replacing Capitola Municipal Code Chapter 9.36 “Special Events” and Chapter 12.40 “Park Regulations” to create a comprehensive permitting system for public assemblies, events, and use of City property.

D. Capitola Road Pavement Rehabilitation Project Completion

Recommended Action: 1) Accept as complete the Capitola Road Pavement Rehabilitation Project constructed by the McKim Corporation; 2) authorize the City Clerk to file and record a Notice of Completion; and 3) authorize the release of the contract retention of \$80,060.04 as prescribed in the contract.

E. City Hall and Police Department Backup Generator Project Completion

Recommended Action: 1) Accept as complete the City Hall and Police Department Backup Generator completed by Triad Electric, Inc.; 2) authorize the City Clerk to file and record a Notice of Completion; and 3) authorize the release of the contract retention of \$11,009.34 as prescribed in the contract.

F. Temporary/Seasonal Completion Bonus Offer

Recommended Action: Authorize a \$100 signing bonus and \$400 completion bonus for those temporary/seasonal employees who work at least 300 hours as part of the 2024 summer lifeguard season.

G. Annual Cleanup Day Resolution

Recommended Action: Adopt a resolution declaring the second Saturday in May as an annual Santa Cruz County-wide Cleanup Day.

H. Santa Cruz Mile Buoy

Recommended Action: Authorize the Mayor to sign a letter of opposition to the United States Coast Guard’s proposed removal of the Santa Cruz Lighted Whistle Buoy, aka “Mile Buoy.”

I. Proposed Expansion of Marine Protected Areas

Recommended Action: Authorize the Mayor to sign a letter opposing, unless amended, the petition pending at the California Fish and Game Commission, which modifies the California Marine Protected Areas Network to expand the Natural Bridges State Marine Reserve and establish a new Marine Protected Area at or near Pleasure Point.

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. Resolution Adopting Parks Policy

Recommended Action: Adopt a resolution adopting a City Parks Use Policy and direct staff to return to the City Council with amendments to the fee schedule to reflect proposed park use fees.

B. Automated License Plate Reader Cameras

Recommended Action: Authorize the City Manager to execute a 24-month Master Services Agreement for the lease of 10 Automated License Plate Reader cameras from Flock Group, Inc. (Flock) in an amount not to exceed \$68,350 (\$36,350 at signing and annual recurring at \$32,000).

C. Park at Rispin Mansion 2024

Recommended Action: Authorize the City Manager to execute a Public Works Agreement with Betz Works for the Rispin Mansion Park Project in an amount not to exceed \$949,000.

9. Adjournment - The next regularly scheduled City Council meeting is on April 11, 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: www.cityofcapitola.org and at Capitola City Hall prior to the meeting. Agendas are also available at the Capitola Post Office located at 826 Bay Avenue Capitola. Need more information? Contact the City Clerk’s office at 831-475-7300.

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

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

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



PUBLIC WORKS DEPARTMENT

Memo

To: City Council

From: Erika Senyk

Date: 3/28/24

Re: Reçu

Staff revised language in the Agenda Report and Draft Letter Attachment of Item 7 I. for the March 28, 2024 City Council Meeting. Corrections were made to the terms of Marine Conservation Area, Marine Protected Area, and State Marine Reserve within the document texts.

Capitola City Council

Agenda Report



Meeting: March 28, 2024

From: Public Works Department

Subject: Proposed Expansion of Marine Protected Areas

Recommended Action: Authorize the Mayor to sign a letter opposing, unless amended, the petition pending at the California Fish and Game Commission, which modifies the California Marine Protected Areas Network to expand the Natural Bridges State Marine Reserve and establish a new Marine Protected Area at or near Pleasure Point.

Background: In 2023, a petition was submitted to the California Fish and Game Commission by the Environment California Research and Policy Center, a nonprofit political organization that lobbies for environmental legislation, and Azul, a Bay Area-based ocean conservation non-governmental organization, to modify the California Marine Protected Area Network to provide enhanced protections for the state's resilient kelp forests. The proposal includes the expansion of Natural Bridges State Marine Reserve (SMR) and the establishment of a no-take new Marine Protected Area (MPA) at or near Pleasure Point.

During the City Council meeting held on March 14, 2024, Mayor Brown requested that staff draft a letter expressing opposition to the expansion of the Natural Bridges SMR and establishment of a new MPA at or near Pleasure Point for the City Council's consideration.

Discussion: In the petition, Environment California has also proposed the creation of a Pleasure Point State Marine Conservation Area (MCA) as an alternative to an MPA. This alternative would allow for recreational hook-and-line fishing and spearfishing, striking a balance between kelp forest protection and recreation and low-impact subsistence fishing.

Staff recommends submitting the attached letter to the California Fish and Game Commission opposing the current petition, unless amended to propose a new MCA rather than MPA near Pleasure Point, preserving recreational activities while promoting environmental sustainability.

Fiscal Impact: None.

Attachments:

1. Draft Letter

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



California Fish and Game Commission
P.O. Box 944209
Sacramento, CA 94244-2090

March 28, 2024

Opposition to Proposed Modifications to the California Marine Protected Area Network

Dear President Sklar and Honorable Commissioners,

I am writing to express our opposition to the Environment California Research & Policy Center's petition to modify the California Marine Protected Areas Network to expand the Natural Bridges State Marine Reserve and establish a new Marine Protected Area (MPA) at or near Pleasure Point, unless the petition is amended to allow for recreational hook-and-line fishing and spearfishing.

While we recognize the critical importance of nearshore kelp forests and the Marine Life Protection Act's adaptive management process, we believe the current proposal unfairly restricts access to public resources. Recreational fishing is a popular activity in northern Monterey Bay, and the proposed expansion would hinder the ability of residents and visitors to enjoy this coastal area.

Moreover, the expansion plan raises concerns about the economic impact on Santa Cruz County. Surfing, diving, and fishing are major draws for tourism, generating revenue for local businesses. Restricting access to these activities could negatively affect the economic well-being of our community.

In conclusion, we oppose the current petition to propose a new Pleasure Point State Marine Reserve unless amended to allow for recreational hook-and-line fishing and spearfishing. We urge you to consider the importance of this amendment, which would effectively balance kelp forest protection with the needs of our community.

We remain committed to collaborating with you to find a solution that safeguards the marine environment while ensuring continued public access and economic prosperity for Santa Cruz County.

Thank you for your time and consideration.

Sincerely,

Kristen Brown, Mayor
City of Capitola

Gautho, Julia

From: Dean Cutter <dcutter@suesd.org>
Sent: Thursday, March 28, 2024 1:18 PM
To: City Council; Dean Cutter
Subject: Please read at City Council tonite

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Capitola City Council,

Re: Wharf Plans and Fishing Ban

I was in attendance last month when the overflow crowd appeared at the city council meeting regarding the future of our wharf. A majority spoke in favor of recreating the fishing shop and the fishing boat rentals. It was very emotional and heartfelt. However, if the proposed fishing ban in our area is passed the bait shop and boats might be a moot point. Until it is determined whether fishing will be against the law here it seems like plans to rebuild our facilities are premature.

The purported purpose of the fishing ban is to protect our kelp forests, though the health of our local kelp beds is considered to be among the healthiest in the state. I've emailed the principals of this ban asking how fishing is affecting our kelp forests. Specifically, I asked if we should be releasing certain species of fish that preserve the kelp. I have not received a response other than, "We are a small but scrappy environmental group working hard in many areas..." I have devoted much of my life to environmental causes but I fail to see how fishing off your surfboard or rental boat will ruin the kelp. Unless I hear specific information demonstrating that our kelp needs saving and that a fishing ban is needed for its survival I am not in support of the ban.

I am a middle school teacher. Many of my students go to the ocean to fish regularly. Most of them release the fish they catch. For these kids the hundreds of hours spent intimately engaged with the sea will mold them to be lifetime advocates of the very resource the promoters of the fishing ban are attempting to support.

Please do whatever you can to prevent this misguided fishing ban. It will severely impact the reconstruction plans of our wharf and will bar the public from a vital way we explore and learn to appreciate the value of our coast.

Sincerely,

Dean Cutter
Capitola

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CITY CLERK'S OFFICE

Memo

To: City Council
From: Julia Gautho, City Clerk
Date: March 28, 2024
Re: Item 8A

Good Afternoon,

The resolution adopting a City Parks Use Policy was inadvertently omitted from the March 28th City Council agenda packet distribution.

The resolution is attached to this memo for your reference.

Gautho, Julia

From: Carl Olin <carl@yusa.com>
Sent: Monday, March 25, 2024 9:10 AM
To: City Council
Cc: olinpacific58@gmail.com; Grace Olin; Carl Olin
Subject: Thumbs up! License Plate Cameras

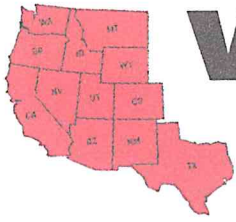
Follow Up Flag: Follow up
Flag Status: Flagged

Hi City Council!

The more the merrier and the sooner the better!!!

Thank you very much,

Carl & Grace Olin
130 Wesley St.
Capitola, CA 95010



WESTERN STATES NEWS SERVICE

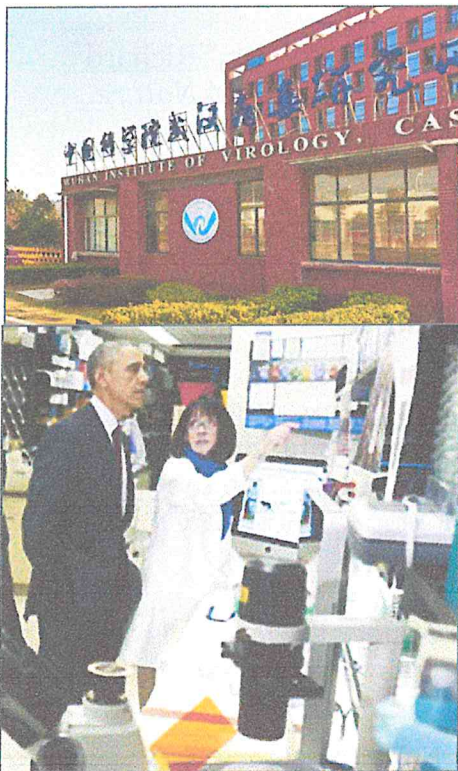
Issue XXIV

Globalist Reset is Massive Depopulation ... Georgia Guidestone Protocols

The Action is in the Reaction ... It's not the flu ... a punch in the stomach ... It is the Deadly Needle ... that changes your RNA/DNA ... FOREVER.

Lab-Made Coronavirus Origins

Four years before the coronavirus pandemic hit the airwaves, American infectious-disease researchers at the **University of North Carolina at Chapel Hill** had already engineered a virus with the surface protein of the SHC014 coronavirus. It is found in **horseshoe bats in China** and causes **human-like severe acute respiratory syndrome (SARS)** in mice. The hybrid virus, they suggested, **could infect human airway cells**. Why did they produce this virus when they were aware of its deadly effects?



*By Jef Akst (edited)
Nov 16, 2015*

*The creation of a chimeric SARS-like virus has scientists discussing the risks of **gain-of-function** research.*

Ralph Baric, an infectious-disease researcher at the **University of North Carolina at Chapel Hill**, last week published a study on his team's efforts to engineer a virus with the surface protein of the SHC014 coronavirus, found in horseshoe bats in China, and the backbone of one that causes human-like severe acute respiratory syndrome (SARS) in mice. The hybrid virus could infect human airway cells and caused disease in mice, according to the team's results, which were published in *Nature Medicine*.

The results demonstrate the ability of the SHC014 surface protein to **bind and infect human cells**, validating concerns that this virus—or other coronaviruses found in bat species—may be capable of making the leap to people **without first evolving in an intermediate host**, *Nature* reported.

Former US Secretary of State Mike Pompeo and his chief China adviser, Miles Yu, referenced the document in a February op-ed in the **Wall Street Journal**, writing that "A 2015 PLA study treated the 2003 SARS coronavirus outbreak as a '**contemporary genetic weapon**' launched by foreign forces."

The US National Institutes of Health (NIH) - headed by Dr. Anthony Fauci, "had funded a number of projects that involved Wuhan Institute of Virology (WIV) scientists, including much of the Wuhan lab's work with bat coronaviruses."



In 2017, Fauci's agency resumed funding a controversial grant to **genetically modify bat coronaviruses in Wuhan, China** *without the approval* of a government oversight body, according to the [Daily Caller](#). For context, in 2014, the Obama administration temporarily suspended federal funding for **gain-of-function research on bat coronaviruses**. Four months prior to that decision, the NIH effectively shifted this research to the **Wuhan Institute of Virology (WIV)** via a [grant](#) to nonprofit group **EcoHealth Alliance**, headed by [Peter Daszak](#).



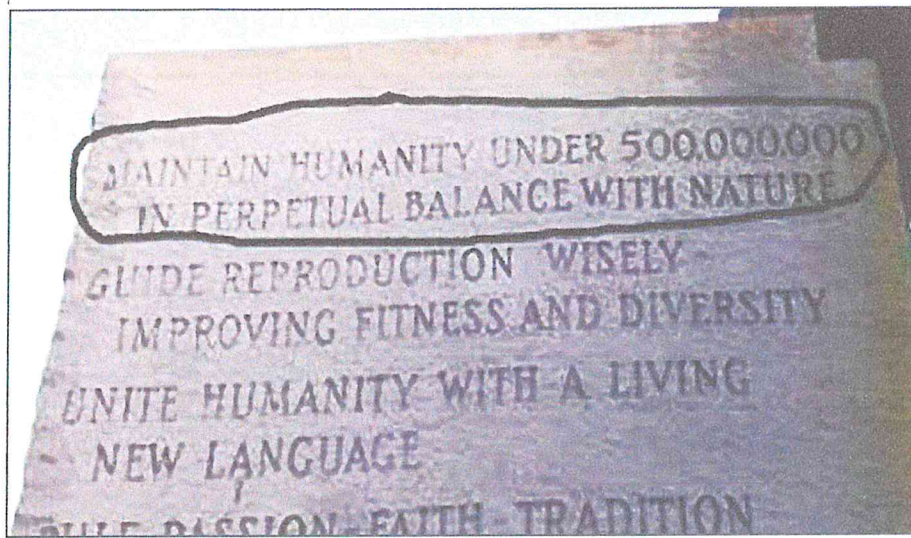
[Peter Daszak](#) toasting [Shi Zhengli](#), the **deputy director (Bat Lady)** at the **Wuhan Institute of Virology**.

[Daszak](#) had categorically ruled out on social media that the virus may have been artificially created in laboratory [What the HELL IS GAIN OF FUNCTION?] and **had worked for many years with chinese virologist Bat Lady Shi Zhengli, director at the Wuhan Institute of Virology.**

[Daszak](#) was named by the **World Health Organization** run by a Communist Terrorist **Tedros Adhanom** as the **sole U.S.-based representative** on a team sent to investigate origins of the **COVID-19** pandemic.

'Thus, it is highly likely that future **SARS- or MERS-like coronavirus outbreaks** will originate from bats, and there is an increased probability.

<p>Tedros Adhanom ቴዎድሮስ አጵራዮም ገብረኢየሱስ</p>  <p>Tedros pictured in 2018</p> <p>8th Director-General of the World Health Organization Incumbent</p> <p>Political party Tigrayan People's Liberation Front</p>	<p>Tigray People's Liberation Front ግዛባዊ ወያኔ ሓርነት ትግራይ</p>  <p>Abbreviation TPLF</p> <p>Chairman Debretsion Gebremichael^[1]</p> <p>Deputy Chairman Fellework Gebregziabher</p> <p>Founded February 18, 1975</p> <p>Headquarters Mekelle</p> <p>Newspaper Weyin (ወይነ)</p> <p>Membership (1991) 100,000</p> <p>Ideology 1990–present: Revolutionary democracy Tigray nationalism^[2] 1975–1990: Marxism–Leninism</p> <p>Political position 1990–present: Left-wing 1975–1990: Far-left</p>
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Harvard: "The charges brought by the U.S. government against **Professor Lieber** are extremely serious. Harvard is cooperating with federal authorities, including the **National Institutes of Health**, and is conducting its own review of the alleged misconduct. **Professor Lieber** has been placed on Announcement follows the previously reported arrest of

medical student **Zaosong Zheng**, who is charged with attempting to smuggle cancer research material out of the country from his laboratory at Harvard-affiliated Beth Israel Deaconess Medical Center. That arrest, and the charges filed against **Lieber**, come during a time of increased government scrutiny of **China's effort to acquire scientific and technical expertise from corporations, universities, and other targets through means alleged to be both legal and "extralegal."**

Gary Richard Arnold, Senior Reporter

Whitepaper@aol.com

News  Expose.Org



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And Voluntary Groups in Congressional Districts



WESTERN STATES NEWS SERVICE

Issue XXXII

What Are They Putting Into Your Brain During Covid-19 “Testing”?

Published, 2020 By [Silview.media](https://silview.media) / Lorraine Day, M.D. (tinyurl.com/DrLDay.)

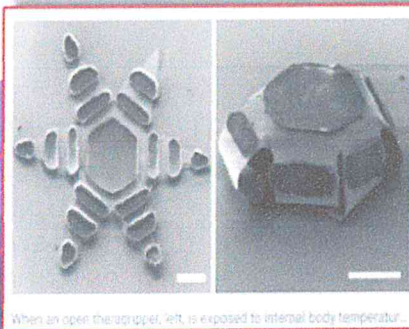
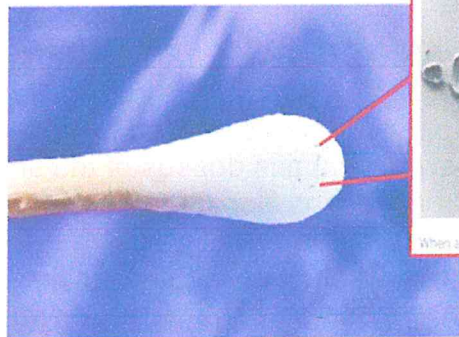
Please visit <https://silview.media/2020/11/26/they-can-vaccinate-us-through-nasal-test-swabs/> for more information. Additions, alterations, and highlights by Gary Richard Arnold.

As a physician, it made no sense to me that testing for a virus that the authorities claim is in saliva (that’s why masks are required) must be done in the nose – and not just “in the nose” but in the very back of the nasal sinus, right near the brain. And the “testers” are told to twist the Q-tip nasal swab several times, which increases the pain of the test (but INCREASES the success

rate of depositing substances in the back of the sinus near the by coughing or just by breathing, then it is present in the saliva, thus, it should be able to be retrieved by swabbing the inside of the cheek, as is done for DNA testing. But now, the reason is clear. The nasal test swabs are targeting your brain!

Researchers engineer tiny machines that deliver medicine efficiently

By Andrew G. Marshall, Johns Hopkins University



When an open theragrripper (left) is exposed to internal body temperature

OPEN

A theragrripper is about the size of a speck of dust. This swab contains dozens of the tiny devices. Credit: Johns Hopkins University.

The nose, the nasal sinuses, the mouth and the throat are all openly connected. So any bacteria or viruses that are found in the nose will also be found in the mouth and the throat. So, testing for a virus can be done in the mouth, or even at the area just inside the nose. There is NO NEED to have Q-tips on long sticks to be forced to the very back of the sinuses, right near the brain – to test for ANY virus! So WHY are they doing this?

There are nanoparticles embedded in the cotton swab, as shown by the pictures above, which can actually penetrate the thin layer of bone between your nasal sinus and your brain. The cribiform plate is a thin, fragile area of bone that separates the brain from the nasal cavity. There are openings in the cribiform plate for the passage of nerves as well as the bone being porous, allowing the passage of substances from the nasal sinuses into the brain.

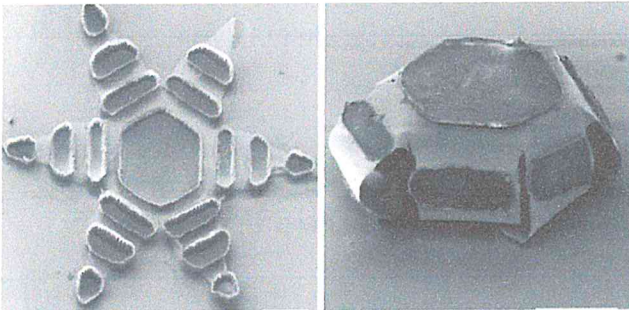
The Blood-brain Barrier (BBB)

Every physician learns about the Blood-Brain Barrier (BBB) during medical school. The blood-brain barrier acts effectively to protect the brain from pathogens (disease causing organisms) that may be circulating in the blood. Accordingly, blood-borne infections of the brain are rare.

The team published results of an animal study this week as the cover article in the journal *Science Advances*.

Gradual or extended release of a drug is a long-sought goal in medicine. Selaru explains that a problem with extended-release drugs is they often make their way entirely through the [gastrointestinal tract](#) before they've finished dispensing their medication.

"Normal constriction and relaxation of GI tract muscles make it impossible for extended-release drugs to stay in the intestine long enough for the patient to receive the full dose," says Selaru, **who has collaborated with Gracias for more than 10 years.** "We've been working to solve this problem by **designing these small drug carriers that can autonomously latch onto the [intestinal mucosa](#) and keep the drug load inside the GI tract for a desired duration of time.**"



When an open theragripper, left, is exposed to internal body temperatures, it closes on the intestinal wall. **In the gripper's center is a space for a small dose of a drug.** Credit: Johns Hopkins University

Thousands of theragrippers can be deployed in the GI tract. When the paraffin wax coating on the grippers reaches the temperature inside the body, the devices close autonomously and clamp onto the colonic wall. The closing action causes **the tiny, six-pointed devices to dig into the mucosa and remain attached to the colon, where they are retained and release their medicine payloads gradually into the body.** Eventually, the theragrippers lose their hold on the tissue and are cleared from the intestine via normal gastrointestinal muscular function.

Taken from the original research annexes Gracias notes advances in the field of biomedical engineering in recent years.

"We have seen the introduction of **dynamic, micro fabricated smart devices that can be controlled by electrical or chemical signals,**" he says. "But these grippers are so small that **batteries, antennas and other components will not fit on them.**"

Theragrippers, says Gracias, don't rely on electricity, wireless signals or external controls. "Instead, they operate like small, compressed springs with a temperature-triggered coating on the devices that releases the stored energy autonomously at [body](#) temperature."

The Johns Hopkins researchers fabricated the devices with about **6,000 theragrippers per 3-inch silicon wafer.** In their animal experiments, they loaded a pain-relieving drug onto the grippers. The researchers' studies found that **the animals into which theragrippers were administered had higher concentrates of the pain reliever in their bloodstreams** than did the control group.

The [drug](#) stayed in the test subjects' systems for nearly 12 hours versus two hours in the control group.

ABSTRACT

The central nervous system (CNS) is an immunological privileged sanctuary site-providing reservoir for HIV-1 virus. Current anti-HIV drugs, although effective in reducing plasma viral levels, cannot eradicate the virus completely from the body. The low permeability of anti-HIV drugs across the blood-brain barrier (BBB) leads to insufficient delivery. Therefore, developing a novel approaches enhancing the CNS delivery of anti-HIV drugs are required for the treatment of neuro-AIDS. The aim of this study was to develop intranasal nanoemulsion (NE) for enhanced bioavailability and CNS targeting of saquinavir mesylate (SQVM). SQVM is a protease inhibitor which is a poorly soluble drug widely used as antiretroviral drug, with oral bioavailability is about 4%. The spontaneous emulsification method was used to prepare drug-loaded o/w nanoemulsion, which was characterized by droplet size, zeta potential, pH, drug content.

Moreover, ex-vivo permeation studies were performed using sheep nasal mucosa. The optimized NE showed a significant increase in drug permeation rate compared to the plain drug suspension (PDS). Cilia toxicity study on sheep nasal mucosa showed no significant adverse effect of SQVM-loaded NE. Results of in vivo biodistribution studies show higher drug concentration in brain after intranasal administration of NE than intravenous delivered PDS. The higher percentage of drug targeting efficiency (% DTE) and nose-to-brain drug direct transport percentage (% DTP) for optimized NE indicated effective CNS targeting of SQVM via intranasal route. Gamma scintigraphy imaging of the rat brain conclusively demonstrated transport of drug in the CNS at larger extent after intranasal administration as NE.

SIMILAR ARTICLES

- [Intranasal nanoemulsion based brain targeting drug delivery system of risperidone](#). Kumar M, Misra A, Babbar AK, Mishra AK, Mishra P, Pathak K. Int J Pharm. 2008 Jun 24;358(1-2):285-91. doi: 10.1016/j.ijpharm.2008.03.029. Epub 2008 Mar 27. PMID: 18455333
- [Preliminary brain-targeting studies on intranasal mucoadhesive microemulsions of sumatriptan](#). Vyas TK, Babbar AK, Sharma RK, Singh S, Misra A. AAPS PharmSciTech. 2006 Jan 20;7(1):E8. doi: 10.1208/pt070108. PMID: 16584167
- [Nanoneurotherapeutics approach intended for direct nose to brain delivery](#). Md S, Mustafa G, Baboota S, Ali J. Drug Dev Ind Pharm. 2015;41(12):1922-34. doi: 10.3109/03639045.2015.1052081. Epub 2015 Jun 9. PMID: 26057769 Review.
- [Intranasal microemulsion for targeted nose to brain delivery in neurocysticercosis: Role of docosahexaenoic acid](#). Shinde RL, Bharkad GP, Devarajan PV. Eur J Pharm Biopharm. 2015 Oct;96:363-79. doi: 10.1016/j.ejpb.2015.08.008. Epub 2015 Aug 28. PMID: 26318978
- [Targeted drug delivery to the brain via intranasal nanoemulsion: Available proof of concept and existing challenges](#). Chatterjee B, Gorain B, Mohananaidu K, Sengupta P, Mandal UK, Choudhury H. Int J Pharm. 2019 Jun 30;565:258-268. doi: 10.1016/j.ijpharm.2019.05.032. Epub 2019 May 13. PMID: 31095983 Review.

ABSTRACT

Over the past few years, nasal drug delivery has attracted more and more attentions, and been recognized as the **most promising alternative route for the systemic medication of drugs limited to intravenous administration**. Many experiments in animal models have shown that **nanoscale carriers have the ability to enhance the nasal delivery of peptide/protein drugs and vaccines compared to the conventional drug solution formulations**. However, the rapid mucociliary clearance of the drug-loaded nanoparticles can cause a reduction in bioavailability percentage after intranasal administration. Thus, research efforts have considerably been directed towards the development of hydrogel nanosystems which have mucoadhesive properties in order to maximize the residence time, and hence increase the period of contact with the nasal mucosa and enhance the drug absorption. It is most certain that the high viscosity of hydrogel-based nanosystems can efficiently offer this mucoadhesive property.

This update review discusses the possible benefits of using hydrogel polymer-based nanoparticles and hydrogel nanocomposites for drug/vaccine delivery through the intranasal administration.

Keywords: Brain; Hydrogel; Nanoparticles; Nasal delivery; Vaccine.

SIMILAR ARTICLES

- [Nanoparticles for nasal vaccination](#). Csaba N, Garcia-Fuentes M, Alonso MJ. Csaba N, et al. *Adv Drug Deliv Rev*. 2009 Feb 27;61(2):140-57. doi: 10.1016/j.addr.2008.09.005. Epub 2008 Dec 13. *Adv Drug Deliv Rev*. 2009. PMID: 19121350 Review.
- [Nanoparticulate systems for nasal delivery of drugs: a real improvement over simple systems?](#) Illum L. *J Pharm Sci*. 2007 Mar;96(3):473-83. doi: 10.1002/jps.20718. *J Pharm Sci*. 2007. PMID: 17117404 Review.
- [Pharmaceutical aspects of intranasal delivery of vaccines using particulate systems](#). Sharma S, Mukkur TK, Benson HA, Chen Y. Sharma S, et al. *J Pharm Sci*. 2009 Mar;98(3):812-43. doi: 10.1002/jps.21493. *J Pharm Sci*. 2009. PMID: 18661544 Review.
- [Nanoemulsion-based intranasal drug delivery system of saquinavir mesylate for brain targeting](#). Mahajan HS, Mahajan MS, Nerkar PP, Agrawal A. Mahajan HS, et al. *Drug Deliv*. 2014 Mar;21(2):148-54. doi: 10.3109/10717544.2013.838014. Epub 2013 Oct 16. *Drug Deliv*. 2014. PMID: 24128122
- [The application of mucoadhesive polymers in nasal drug delivery](#). Jiang L, Gao L, Wang X, Tang L, Ma J. Jiang L, et al. *Drug Dev Ind Pharm*. 2010 Mar;36(3):323-36. doi: 10.1080/03639040903170750. *Drug Dev Ind Pharm*. 2010. PMID: 19735210 Review.
- [Interleukin-4-loaded hydrogel scaffold regulates macrophages polarization to promote bone mesenchymal stem cells osteogenic differentiation via TGF- \$\beta\$ 1/Smad pathway for repair of bone defect](#). Zhang J, Shi H, Zhang N, Hu L, Jing W, Pan J. Zhang J, et al. *Cell Prolif*. 2020 Oct;53(10):e12907. doi: 10.1111/cpr.12907. Epub 2020 Sep 19. *Cell Prolif*. 2020. PMID: 32951298 Free PMC article.
- [Application of Nanopharmaceutics for Flibanserin Brain Delivery Augmentation Via the Nasal Route](#). Ahmed OAA, Fahmy UA, Badr-Eldin SM, Aldawsari HM, Awan ZA, Asfour HZ, Kammoun AK, Caruso G, Caraci F, Alfarsi A, Al-Ghamdi RA, Al-Ghamdi RA, Alhakamy NA. Ahmed OAA, et

Caustic Commentary

Sally Fallon Morell

in mice. Farmed salmon may also contain fire retardants called polybrominated diphenyl ethers (PBDEs), linked to infertility, birth defects, neurodevelopmental delays, reduced IQ, hormone disruption and cancer. Use of PBDEs was restricted in 2004, but they still persist in the food fed to salmon. It takes up to eight pounds of fish feed to produce a pound of farmed fish, and much of this comes from the polluted Baltic Sea, into which nine industrial countries dump their toxic waste. Pesticides and microplastics also find their way into the fish. And while wild salmon is a good source of omega-3 fatty acids, farmed fish is super high in omega-6 (childrenshealthdefense.org, February 2, 2022). Genetically engineered salmon became available to consumers in 2021 and promises to pose additional health risks.

THE GRAPHENE AGE

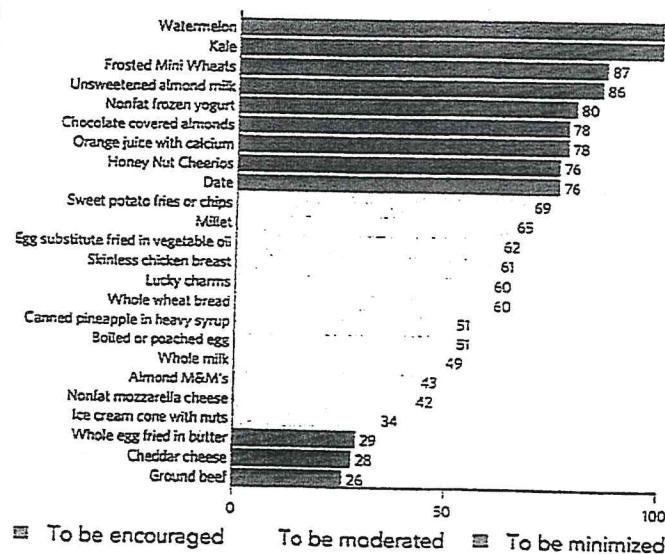
5G

Graphene oxide (GO) is a compound of carbon, oxygen and hydrogen in variable ratios, which can be formed into ultra-thin layers about one nanometer thick. Graphene's high conductivity and flexibility make it the linchpin of 5G wireless technology, as it is a super absorber of microwaves. Graphene oxide transistors are in every 5G transmission device. The optimal signal multiplication frequency for graphene transistors is 26 GHz—the very frequency that the Federal Communications Commission (FCC) is currently auctioning off. (Wi-Fi microwave frequency bands range from 2.4 to 5 GHz.) Frequencies in the 5G range operate at more potent power densities than those in the 4G range. A recent paper in *Annals of Case Reports* by EMF researcher Dr. Lennart Hardell indicates that exposure to the high frequencies and power density of 5G results in a host of neurological symptoms such as tinnitus, fatigue, insomnia, emotional distress, skin disorders and blood pressure variability (<https://doi.org/10.29011/2574-7754.101112>). Moreover, the high energy consumed by 5G cells is discharged into the

air, exposing plants, animals and humans to unprecedented levels of electricity. But there's more. Researchers in both Spain and the U.K. have found graphene oxide in the Covid vaccines and have observed strange transistor-like structures in the blood of Covid-vaccinated individuals—raising the possibility that 5G frequencies can communicate with the graphene-oxide structures in the blood. Moreover, a 2020 study in *Talanta* found that graphene oxide nanoparticles showed “excellent selective sensing ability towards adrenaline and tyrosine” (pubmed.ncbi.nlm.nih.gov/31514900/). Now, let's put this all together. Vaccinated athletes pumped up in an adrenaline rush, performing in stadium environments of intense Wi-Fi and other 5G frequencies, fall over with cardiac arrest. The last two years have seen over one thousand such deaths. Coincidence? We think not.

MORE OF THE SAME

The U.S. Dietary Guidelines Committee is gearing up for new guidelines in 2025. Of course, they will be more of



the same, advising Americans to limit saturated fat and salt by avoiding healthy foods like butter, whole milk, meat, cheese, charcuterie, soups and coconut oil. The guidelines do recommend whole grains but provide no information on how to prepare them to make them digestible; and suggest limiting “added sugars” to fifty grams per day—that's over three tablespoons!—with no advice on how to avoid irresistible sugar cravings on a lowfat diet. Recently, several papers have pointed out conflicts of interest among committee members.

In an April 2022 paper published in *Public Health Nutrition* (2022 Mar 21;1-28), the authors noted a total of more than seven hundred conflicts of interest in the 2020 Dietary Guidelines Advisory Committee, with more than 50 percent of committee members connected to thirty industry entities alone, the most notable being Kellogg, Abbott, Kraft, Mead Johnson, General Mills and Dannon. A December 2022

Capitola City Council Agenda Report

Meeting: March 28, 2024

From: City Manager Department

Subject: City Council Meeting Minutes



Recommended Action: Approve minutes from the regular meeting on March 14, 2024.

Background: Attached for City Council review and approval are the draft minutes from the regular City Council meeting on March 14, 2024.

Attachments:

1. Regular Meeting Minutes

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

City of Capitola

City Council Meeting Minutes

Thursday, March 14, 2024 – 6:00 PM



City Council Chambers
420 Capitola Avenue, Capitola, CA 95010

Mayor: Kristen Brown

Vice Mayor: Yvette Brooks

Council Members: Joe Clarke, Margaux Morgan, Alexander Pedersen

Closed Session – 5:30 PM

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

Regular Meeting of the Capitola City Council – 6 PM

1. **Roll Call and Pledge of Allegiance** – The meeting was called to order at 6:00 PM. In attendance: Council Members Clarke, Keiser, Pedersen, Vice Mayor Brooks, and Mayor Brown.
2. **Additions and Deletions to the Agenda** – *None*
3. **Presentations**
 - A. *Mayor Brown presented a proclamation honoring Capitola Boat and Bait.*
 - B. *Mayor Brown presented a proclamation honoring the Wharf House Restaurant.*
 - C. *Police Chief Dally presented Officer Noah Sherrin with the 2023 Capitola Police Officer of the Year Award and Detective Zack Currier with the Police Chief's Commendation Award.*
 - D. *Mayor Brown presented a proclamation honoring Red Cross Month, March 2024.*
4. **Report on Closed Session** – *The City Council met and discussed one item in Closed Session. No reportable action was taken.*
5. **Additional Materials** – *None*
6. **Oral Communications by Members of the Public**
 - *Gary Richard Arnold*
 - *Gorin Klepic*
 - *Charlotte Link*
 - *Marilyn Garrett*
 - *James Whitman*
7. **Staff / City Council Comments**
 - *Council Member Clarke requested an agenda item to oppose the removal of the Santa Cruz County Mile Buoy.*
 - *Vice Mayor Brooks requested that staff work with Cabrillo Mobile Home Estates residents regarding the enforcement of the City's Mobile Home Rent Stabilization Ordinance.*

- *Mayor Brown supported Council Member Clarke’s request and requested a letter of opposition to the expanded marine protection area and a resolution declaring May 11th as a Coastal Clean Up Day. She also advised residents of traffic changes due to road improvements at the Capitola Avenue overcrossing.*

8. Consent Items

- A. City Council Meeting Minutes
Recommended Action: Approved minutes from the regular meeting on February 22, 2024, special meeting on February 27, 2024, and the special meeting on March 6, 2024.
- B. City Check Registers
Recommended Action: Approved check registers dated February 16, 2024, February 23, 2024, and March 1, 2024.
- C. Liability Claims Against the City of Capitola
Recommended Action: Denied liability claims submitted by Ron Weiner and Debbie Sek.
- D. Santa Cruz Integrated Regional Water Management Program
Recommended Action: Authorized the City Manager to execute the 2024 Memorandum of Agreement with the Santa Cruz Integrated Regional Water Management Program at no cost to the City.
- E. Addition of a Temporary/Hourly Position
Recommended Action: Approved job descriptions and hourly pay rates for Recreation Specialist I and II positions.

Motion to approve the Consent Calendar: Council Member Morgan

Seconded: Vice Mayor Brooks

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

9. General Government / Public Hearings

- A. Voter Polling Results
Recommended Action: Received survey results from EMC Research.
Chloe Woodmansee, Assistant to the City Manager, presented the staff report.
Public Comments: None
The City Council requested staff bring back different options for ballot measures, to include quarter cent and half cent options, and bring back additional information about general obligation bonds.
- B. Housing Element Update and 2023 Annual Report
Recommended Action: Received an update on Housing Element certification, implementation, and the 2023 Annual Report.
Community Development Director Herlihy presented the staff report.
Public Comments: None
- C. Special Events and Park Regulations
Recommended Action: Introduced, by title only, waiving further reading of the text, an ordinance of the City of Capitola repealing and replacing Capitola Municipal Code Chapter 9.36 “Special Events” and Chapter 12.40 “Park Regulations” to create a comprehensive permitting system for

public assemblies, events, and use of City property. *(Continued from February 22, 2024 City Council Meeting)*

Recreation Division Manager Bryant presented the staff report.

Public Comments:

- **James Whitman**

City Council discussion included concerns about accessibility to Capitola parks, a request to review rentable areas within parks before adoption of park regulations, and inclusion of all City parks into the ordinance.

The City Council directed staff and the City Attorney to modify Section 12.40.040.A and add Section 12.40.040.F of the ordinance to include all City parks, and specific rentable areas for exclusive use will be identified in a City Administrative Policy, to be brought back to the City Council for approval.

**Motion to introduce the ordinance as amended by the City Attorney: Vice Mayor Brooks
Seconded: Council Member Clarke**

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

D. Remote Public Participation

Recommended Action: Provided direction to staff about remote participation options for members of the public at City Council and Planning Commission meetings.

City Clerk Gautho presented the staff report.

Public Comments:

- **James Whitman**

The City Attorney summarized the requirements of First Amendment rights as they apply to public comments.

**Motion to return to the City Council with an update in 6 months: Council Member Clarke
Seconded: Council Member Morgan**

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

Voting Nay: Council Member Pedersen

10. Adjournment - The meeting was adjourned at 8:27 PM. The next regularly scheduled City Council meeting is on March 28, 2024, at 6:00 PM.

Capitola City Council

Agenda Report

Meeting: March 28, 2024

From: Finance Department

Subject: City Check Registers



Recommended Action: Approve check registers dated March 8, 2024, and March 15, 2024.

Account: City Main				
Date	Starting Check #	Ending Check #	Payment Count	Amount
03/08/2024	105617	105678	62	\$ 249,282.14
03/15/2024	105679	105735	62	\$ 328,756.91

The main account check register dated March 1, 2024, ended with check #105616.

Account: Payroll				
Date	Starting Check/EFT #	Ending Check/EFT #	Payment Count	Amount
03/08/2024	24457	24556	100	\$ 192,407.83
03/15/2024	-	-	-	-

The payroll account check register dated February 23, 2024, ended with EFT #24456.

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

Check/EFT	Issued to	Dept	Description	Amount
105625	Betz Works Inc	PW	Esplanade Storm Drain Outfalls	\$ 14,912.40
105633	EMC Research	CM	2024 Election Polling	\$ 12,000.00
105649	Lewis Tree Service	PW	Tree Pruning	\$ 11,025.00
105651	McKim Corporation	PW	Feb Capitola Road Pavement Rehabilitation Project	\$ 54,910.19
105674	Visit Santa Cruz County	Fin	October – December TMD	\$ 61,464.94
105686	Boone Low Ratliff Architects Inc	PW	Community Center Renovation Desing Services	\$ 64,365.65
105726	Triad Electric Inc	PW	City Hall & PD backup generator	\$ 26,766.06
105735	Triad Electric Inc	PW	City Hall & PD backup generator check re-issue	\$ 39,960.00
1683	CalPERS Member Services Division	CM	PERS Contributions PPR 3/2/2024	\$ 65,141.78
1684	Employment Development Department	CM	State Taxes PPE 3/2/2024	\$ 10,615.64

1685	Internal Revenue Service	CM	Federal Taxes & Medicare PPE 3/2/2024	\$ 35,665.38
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Attachments:

1. 03-08-24 Check Register
2. 03-15-24 Check Register

Report Prepared By: Luis Ruiz, Accountant I

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

Approved By: Jamie Goldstein, City Manager

City main account checks dated March 8, 2024, numbered 105617 to 105678 totaling \$249,282.14, and 100 payroll EFTs totaling \$192,407.83 for a grand total of \$441,689.97, have been reviewed and authorized for distribution by the City Manager.

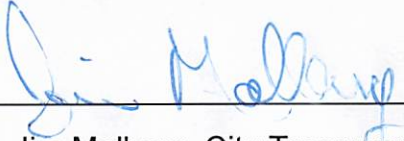
As of March 8, 2024, the unaudited cash balance is \$6,505,193.82.

CASH POSITION - CITY OF CAPITOLA
March 8, 2024

	<u>3/8/2024</u>
General Fund ⁽¹⁾	\$ 919,515.16
Payroll Payables	\$ 169,775.28
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (391,573.87)
Stores Fund	\$ 58,381.10
Information Technology Fund	\$ 209,233.45
Equipment Replacement	\$ 284,388.80
Self-Insurance Liability Fund	\$ (131,148.42)
Workers' Comp. Ins. Fund	\$ (105,103.71)
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u><u>\$ 6,505,193.82</u></u>

(1) Mar. 8th balance includes \$3.99 million non-current investments


 _____ 3/19/24
 Jamie Goldstein, City Manager Date


 _____ 3/19/24
 Jim Malberg, City Treasurer Date

City Checks Issued March 8, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105617	03/04/2024			RINCON CONSULTANTS, INC.	\$4,492.11
	Invoice	Date	Description		Amount
	53341	12/19/2023	SOIS Action Plan Preparation, Monitoring, and Reporting		\$4,492.11
			1200 - Capital Improvement Fund		
105618	03/08/2024			ALLIED UNIVERSAL	\$1,117.61
	Invoice	Date	Description		Amount
	15366313	03/07/2024	March McGregor skate park foot patrol		\$539.08
	15366314	03/07/2024	March Esplanade park foot patrol		\$578.53
105619	03/08/2024			AMAZON CAPITAL SERVICES	\$636.19
	Invoice	Date	Description		Amount
	1FC4-H4DD-GKQM	02/28/2024	Ground coffee		\$10.19
	1MYW-4FYR-HQF7	02/28/2024	Rubber foot pads		\$12.63
	1MFM-96D9-HGR4	02/28/2024	Strobe lights for trucks		\$68.66
	1LLC-VYR3-39VV	02/28/2024	Work gloves		\$80.28
	1HTM-XMHC-3TW7	02/28/2024	Ink Cartridge		\$7.59
	1LRN-YFCN-6QFC	02/28/2024	Kleenex tissues		\$18.74
	17XX-T74M-CQ9W	02/27/2024	583 Uniform Pants		\$89.38
	1WR6-C34V-R7XF	03/03/2024	Drone Program Supplies		\$313.93
	1KTG-9RNR-19FH	03/04/2024	Flash Drive and USB Cable		\$34.79
			1000 - General Fund		\$314.67
			1300 - SLESF - Supl Law Enfc		\$313.93
			2210 - ISF - Stores Fund		\$7.59
105620	03/08/2024			APTOS LANDSCAPE SUPPLY INC.	\$399.03
	Invoice	Date	Description		Amount
	625467	02/27/2024	Plaster sand, cement, pruner		\$399.03
105621	03/08/2024			AXCIENT	\$135.00
	Invoice	Date	Description		Amount
	FY24INEFI162996	02/29/2024	February AppAssure storage		\$135.00
			2211 - ISF - Information Technology		
105622	03/08/2024			B & B SMALL ENGINE REPAIR	\$445.72
	Invoice	Date	Description		Amount
	539875	02/28/2024	Loop runners, swivel, ratchet tool		\$445.72
105623	03/08/2024			BAYSIDE OIL II INC.	\$85.00
	Invoice	Date	Description		Amount
	52912	02/27/2024	Oil filters		\$85.00
105624	03/08/2024			BERRY, DUNN, McNEIL & PARKER LLC	\$4,400.00
	Invoice	Date	Description		Amount
	442150	02/28/2024	Project Planning & Management Services		\$4,400.00

City Checks Issued March 8, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105625	03/08/2024			BETZ WORKS INC	\$14,912.40
	Invoice	Date	Description		Amount
	24029	02/21/2024	Esplanade Storm Drain Outfalls 1200 - Capital Improvement Fund		\$14,912.40
105626	03/08/2024			Bryan Pybas	\$240.00
	Invoice	Date	Description		Amount
	BP030324	03/03/2024	Instructor payment		\$240.00
105627	03/08/2024			CALIFORNIA COAST UNIFORM COMPANY	\$335.00
	Invoice	Date	Description		Amount
	10912	03/01/2024	523 and 583 Tailoring Charges		\$106.00
	10911	03/01/2024	501 and 534 Tailoring Charges		\$105.00
	10913	03/01/2024	521 Tailoring Charges		\$124.00
105628	03/08/2024			CAPITOLA-SOQUEL CHAMBER OF COMMERCE	\$8,138.25
	Invoice	Date	Description		Amount
	CSCC013124	03/04/2024	Q2 TOT 1305 - Restricted TOT		\$8,138.25
105629	03/08/2024			CLAUDIO FRANCA	\$175.50
	Invoice	Date	Description		Amount
	CF030324	03/03/2024	Instructor payment		\$175.50
105630	03/08/2024			CONTRA COSTA COUNTY OFFICE OF THE SHERIFF	\$1,125.00
	Invoice	Date	Description		Amount
	2401	02/08/2024	DNA Testing for 23C-01501		\$1,125.00
105631	03/08/2024			DUDEK	\$2,516.25
	Invoice	Date	Description		Amount
	202400937	02/29/2024	#23-0254 723 El Salto Dr Project Services		\$1,126.25
	202400939	02/29/2024	#23-0525 1098 38th Ave Consulting		\$1,390.00
105632	03/08/2024			EDIBLE MONTEREY BAY	\$1,495.00
	Invoice	Date	Description		Amount
	4157	02/26/2024	Advertisement for BIA 1321 - BIA - Capitola Village-Wharf BIA		\$1,495.00
105633	03/08/2024			EMC RESEARCH, INC	\$12,000.00
	Invoice	Date	Description		Amount
	17693	02/13/2024	2024 Election Polling First Installment		\$12,000.00

City Checks Issued March 8, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105634	03/08/2024			ENVIRONMENTAL INNOVATIONS INC.	\$1,210.00
	Invoice	Date	Description		Amount
	2458	03/04/2024	CalRecycle February Outreach		\$1,210.00
105635	03/08/2024			ESMERALDA GONZALEZ	\$1,083.86
	Invoice	Date	Description		Amount
	EG030424	03/04/2024	Wellness Funded Expense - Walking Pad		\$355.56
	EG030124	03/05/2024	Grant Writing Class Reimbursement		\$728.30
		1000 - General Fund			\$728.30
		1300 - SLESF - Supl Law Enfc			\$355.56
105636	03/08/2024			FLYERS ENERGY LLC	\$1,795.60
	Invoice	Date	Description		Amount
	24-040344	02/29/2024	395 gallons gasoline		\$1,795.60
105637	03/08/2024			GALLS LLC	\$307.67
	Invoice	Date	Description		Amount
	027208565	02/27/2024	Tuff Product Keepers		\$41.08
	027155168	02/21/2024	Tac-Dry Rainshell		\$266.59
105638	03/08/2024			GEORGE McMENAMIN	\$1,501.25
	Invoice	Date	Description		Amount
	GM030524	03/05/2024	Bay St. & Peery Park maintenance		\$1,501.25
105639	03/08/2024			HANYA FOJACO	\$1,131.00
	Invoice	Date	Description		Amount
	HF030324	03/03/2024	Instructor payment		\$1,131.00
105640	03/08/2024			HINDERLITER DELLAMAS AND ASSOCIATES	\$1,408.03
	Invoice	Date	Description		Amount
	SIN035804	01/31/2024	January TOT and STR admin fees		\$1,408.03
105641	03/08/2024			HOME DEPOT CREDIT SERVICES	\$231.74
	Invoice	Date	Description		Amount
	8521492	02/28/2024	Picture hanging strips		\$32.47
	9033768	02/27/2024	Brake fluid, lights, storage bins		\$103.58
	8613286	02/28/2024	Handheld sprayer, concrete		\$33.72
	6525100	02/20/2024	Batteries, tar		\$61.97
105642	03/08/2024			HYDROSCIENCE ENGINEERS INC.	\$1,570.00
	Invoice	Date	Description		Amount
	331020001	02/01/2024	#23-0525 Professional Services		\$1,570.00

City Checks Issued March 8, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105643	03/08/2024			ILLINGWORTH & RODKIN INC	\$4,655.00
	Invoice	Date	Description		Amount
	21-109-3	02/21/2024	Wharf hydroacoustic testing plan phase I 1200 - Capital Improvement Fund		\$4,655.00
105644	03/08/2024			INTERSTATE BATTERY SYSTEM OF SAN JOSE INC	\$274.21
	Invoice	Date	Description		Amount
	50292371	02/27/2024	Batteries		\$274.21
105645	03/08/2024			JULIA GAUTHO	\$773.62
	Invoice	Date	Description		Amount
	JG022324	02/23/2024	Municipal Clerks Institute conference reimbursement		\$773.62
105646	03/08/2024			KBA Document Solutions LLC	\$9.11
	Invoice	Date	Description		Amount
	55Y1438230	03/01/2024	City Hall copier usage charges 2211 - ISF - Information Technology		\$9.11
105647	03/08/2024			LABORMAX STAFFING	\$1,393.20
	Invoice	Date	Description		Amount
	26-365453	03/01/2024	Public works seasonal labor 2/26 - 3/1		\$1,393.20
105648	03/08/2024			LAURA ALIOTO	\$312.50
	Invoice	Date	Description		Amount
	LA030324	03/03/2024	Instructor payment		\$312.50
105649	03/08/2024			LEWIS TREE SERVICE INC.	\$11,025.00
	Invoice	Date	Description		Amount
	918291476	02/16/2024	Tree pruning 1200 - Capital Improvement Fund		\$11,025.00
105650	03/08/2024			LIUNA PENSION FUND	\$1,164.80
	Invoice	Date	Description		Amount
	FR5212	02/23/2024	February LIUNA pension dues 1001 - Payroll Payables		\$1,164.80
105651	03/08/2024			McKim Corporation	\$54,910.19
	Invoice	Date	Description		Amount
	21079	02/20/2024	February Capitola Road Pavement Rehabilitation Project 1200 - Capital Improvement Fund		\$54,910.19

City Checks Issued March 8, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105652	03/08/2024			MISSION LINEN SUPPLY	\$159.21
	Invoice	Date	Description		Amount
	521125106	02/28/2024	Corp. Yard linen service		\$124.23
	521125105	02/28/2024	Fleet towels, uniform cleaning		\$34.98
105653	03/08/2024			MOFFATT AND NICHOL	\$8,910.60
	Invoice	Date	Description		Amount
	00786594	02/29/2024	Wharf design services through 2/24/2024		\$8,910.60
			1200 - Capital Improvement Fund		
105654	03/08/2024			NIGEL BELTON	\$5,415.00
	Invoice	Date	Description		Amount
	2925	01/15/2024	Park Ave tree condition assessment & mgt plan		\$5,415.00
105655	03/08/2024			NORTH BAY FORD	\$59.00
	Invoice	Date	Description		Amount
	291829	02/23/2024	Sensor crankshaft		\$59.00
105656	03/08/2024			O'REILLY AUTO PARTS	\$96.50
	Invoice	Date	Description		Amount
	2763-416390	02/22/2024	Coolant hoses, gasket		\$76.08
	2763-406809	01/06/2024	Rear main		\$20.42
105657	03/08/2024			OUTDOOR SUPPLY HARDWARE	\$293.83
	Invoice	Date	Description		Amount
	194993	02/26/2024	Bulk Fasteners, key blanks, tubes		\$82.62
	194959	02/26/2024	Bulk Fastener, cloths		\$58.62
	195863	02/28/2024	Epoxy, hammer, wood glue, wood, bulk fasteners		\$137.82
	195046	02/26/2024	Scouring pad, power extension cord		\$14.77
105658	03/08/2024			PALACE BUSINESS SOLUTIONS	\$98.54
	Invoice	Date	Description		Amount
	2323547-0	02/22/2024	Copier paper		\$79.48
	2324160-0	02/26/2024	Pads		\$19.06
			1000 - General Fund		\$19.06
			2210 - ISF - Stores Fund		\$79.48
105659	03/08/2024			PAST CONSULTANTS LLC	\$3,000.00
	Invoice	Date	Description		Amount
	Invoice#1	02/23/2024	#23-0487 417 Riverview Ave Design Review		\$3,000.00

City Checks Issued March 8, 2024

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105660	03/08/2024			PETER GOLDLUST	\$670.00
	Invoice	Date	Description		Amount
	2024.05	02/28/2024	Monterey Ave Railing Public Artwork		\$670.00
			1315 - Public Art Fee Fund		
105661	03/08/2024			ROYAL WHOLESALE ELECTRIC	\$91.61
	Invoice	Date	Description		Amount
	7719-1037500	03/04/2024	Photo control relay, cb finder / tester		\$91.61
105662	03/08/2024			RRM DESIGN GROUP	\$3,670.00
	Invoice	Date	Description		Amount
	1783-08-0124	02/13/2024	#23-0525 Professional Services		\$3,670.00
105663	03/08/2024			SAN LORENZO LUMBER	\$709.60
	Invoice	Date	Description		Amount
	55-0869062	02/27/2024	Washers, nuts, bolts, tarps		\$442.61
	55-0869093	02/28/2024	Washers, hex nuts, bolts, credit return		(\$121.84)
	55-0869095	02/27/2024	Paint, markers, washers, nuts, bolts		\$108.64
	55-0870543	03/05/2024	Lumber		\$280.19
105664	03/08/2024			SANTA CRUZ LIVE SCAN INC.	\$120.00
	Invoice	Date	Description		Amount
	24955	03/01/2024	New hire live scans		\$120.00
105665	03/08/2024			SECURITY CRIME PREVENTION CORP	\$375.65
	Invoice	Date	Description		Amount
	3516	03/02/2024	February 2024 Prisoner Watch and Standby		\$375.65
105666	03/08/2024			SPECTRUM BUSINESS	\$3,765.03
	Invoice	Date	Description		Amount
	170005701022124	02/21/2024	March internet service		\$3,765.03
			1000 - General Fund		\$1,649.58
			2211 - ISF - Information Technology		\$2,115.45
105667	03/08/2024			STAPLES ADVANTAGE	\$40.66
	Invoice	Date	Description		Amount
	3559508513	02/13/2024	File box		\$40.66
105668	03/08/2024			THE DAVEY TREE EXPERT COMPANY	\$5,000.00
	Invoice	Date	Description		Amount
	918268727	01/25/2024	Tree prunings		\$5,000.00

City Checks Issued March 8, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105669	03/08/2024			THE HOME DEPOT PRO	\$1,617.36
	Invoice	Date	Description		Amount
	791786213	02/27/2024	Garbage Bags		\$120.92
	792080681	02/29/2024	Towels		\$122.64
	792080699	02/29/2024	Cleaning supplies		\$1,373.80
105670	03/08/2024			TPX COMMUNICATIONS	\$1,654.01
	Invoice	Date	Description		Amount
	177619741-0	02/23/2024	February phone service		\$1,654.01
			1000 - General Fund		\$900.24
			2211 - ISF - Information Technology		\$753.77
105671	03/08/2024			TRANSPORTATION ALLIANCE BANK INC.	\$1,521.05
	Invoice	Date	Description		Amount
	682239	02/29/2024	Light kit		\$87.80
	682302	03/01/2024	LED clearance lights		\$1,433.25
			1310 - Gas Tax		
105672	03/08/2024			US BANK EQUIPMENT FINANCE	\$315.01
	Invoice	Date	Description		Amount
	523519031	02/27/2024	City Hall Copier Lease		\$315.01
			2210 - ISF - Stores Fund		
105673	03/08/2024			V&A CONSULTING ENGINEERS	\$5,722.60
	Invoice	Date	Description		Amount
	23301	01/31/2024	Noble Gulch Culvert Condition Assessment		\$5,722.60
			1200 - Capital Improvement Fund		
105674	03/08/2024			VISIT SANTA CRUZ COUNTY	\$61,464.94
	Invoice	Date	Description		Amount
	VSCC013124	03/04/2024	October - December TMD		\$61,464.94
105675	03/08/2024			WATSONVILLE BLUEPRINT	\$47.46
	Invoice	Date	Description		Amount
	115010	02/21/2024	Blueprint prints		\$47.46
			1200 - Capital Improvement Fund		
105676	03/08/2024			ZEP SALES & SERVICE	\$341.64
	Invoice	Date	Description		Amount
	9009482322	02/16/2024	Zep write away - graffiti cleaner		\$341.64

City Checks Issued March 8, 2024

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105677	03/08/2024			AMG GOURMET FOODS LLC	\$518.00
	Invoice	Date	Description		Amount
	AGF030124	03/01/2024	#23-0513 200 Monterey Ave #2		\$518.00
105678	03/08/2024			CARIN HANNA	\$6,200.00
	Invoice	Date	Description		Amount
	CH011424	01/14/2024	Sip and Stroll gift certificates reimbursement 1321 - BIA - Capitola Village-Wharf BIA		\$6,200.00

Type Check Totals: \$249,282.14

Main City Totals	Count	Total
Checks	62	\$249,282.14
EFTs	0	\$0.00
All	62	\$249,282.14

Payroll Totals	Count	Total
Checks	0	\$0.00
EFTs	100	\$192,407.83
All	100	\$192,407.83

Grand Totals:	Count	Total
Checks	62	\$249,282.14
EFTs	100	\$192,407.83
All	162	\$441,689.97


City main account checks dated March 15, 2024, numbered 105679 to 105735 totaling \$208,220.02, and 5 EFTs totaling \$120,536.89 for a grand total of \$328,756.91, have been reviewed and authorized for distribution by the City Manager.

As of March 15, 2024, the unaudited cash balance is \$6,514,556.31.

**CASH POSITION - CITY OF CAPITOLA
March 15, 2024**

	<u>3/15/2024</u>
General Fund ⁽¹⁾	\$ 1,142,680.82
Payroll Payables	\$ 47,648.69
Contingency Reserve Fund	\$ 2,192,345.66
PERS Contingency Fund	\$ 1,154,274.68
Emergency Reserve Fund	\$ 1,381,505.54
Facilities Reserve Fund	\$ 432,714.09
Capital Improvement Fund	\$ (483,443.08)
Stores Fund	\$ 58,315.45
Information Technology Fund	\$ 209,491.73
Equipment Replacement	\$ 284,388.80
Self-Insurance Liability Fund	\$ (131,148.42)
Workers' Comp. Ins. Fund	\$ (105,103.71)
Compensated Absences Fund	\$ 330,886.06
TOTAL AVAILABLE GENERAL FUNDS	<u><u>\$ 6,514,556.31</u></u>


(1) Mar. 15th balance includes \$3.99 million non-current investments



 Jamie Goldstein, City Manager

3/17/24

 Date



 Jim Malberg, City Treasurer

3/15/24

 Date

City Checks Issued March 15, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105679	03/15/2024			ADAMS ASHBY GROUP INC.	\$1,500.00
	Invoice	Date	Description		Amount
	5299	03/05/2024	General admin of CDBG - Community Bridges 1350 - CDBG Grants		\$1,500.00
105680	03/15/2024			ADT SECURITY SERVICES INC.	\$267.54
	Invoice	Date	Description		Amount
	ADT022924	02/29/2024	Corp. yard & museum ADT monitoring		\$267.54
105681	03/15/2024			AJ'S FUEL MARKET OF CAPITOLA INC	\$84.00
	Invoice	Date	Description		Amount
	AJ022924	02/29/2024	Carwash Closing Date 2/29/2024		\$84.00
105682	03/15/2024			ALLIED UNIVERSAL	\$521.70
	Invoice	Date	Description		Amount
	15366302	03/07/2024	March 2024 Jade Street Park Patrol		\$521.70
105683	03/15/2024			AMAZON CAPITAL SERVICES	\$71.21
	Invoice	Date	Description		Amount
	1WPW-JYVX-79G4	03/08/2024	Work boots credit		(\$124.88)
	1GK6-VJYJ-YVJ7	03/12/2024	iPad Case		\$76.29
	1R67-LV4H-Y4XG	03/12/2024	OSHA notice signs		\$76.20
	1Y13-HP9C-97YD	03/06/2024	Law Enforcement Textbook		\$43.60
			1000 - General Fund		(\$5.08)
			2211 - ISF - Information Technology		\$76.29
105684	03/15/2024			AT&T	\$8.73
	Invoice	Date	Description		Amount
	ATT030124	03/01/2024	March long distance charges		\$8.73
			1000 - General Fund		\$4.30
			2211 - ISF - Information Technology		\$4.43
105685	03/15/2024			B & B SMALL ENGINE REPAIR	\$85.79
	Invoice	Date	Description		Amount
	538092	01/31/2024	Sleeve, filing gauge, file pack, chain		\$85.79

City Checks Issued March 15, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105686	03/15/2024			BOONE LOW RATLIFF ARCHITECTS INC	\$64,365.65
	Invoice	Date	Description		Amount
	3997	02/24/2024	February Community Center renovation design services Phase II		\$64,365.65
			1200 - Capital Improvement Fund		
105687	03/15/2024			CA DEPARTMENT OF JUSTICE	\$294.00
	Invoice	Date	Description		Amount
	719815	03/04/2024	February fingerprinting		\$245.00
	713144	02/05/2024	January fingerprinting		\$49.00
105688	03/15/2024			CALIFORNIA COAST UNIFORM COMPANY	\$645.06
	Invoice	Date	Description		Amount
	10910	03/01/2024	483 Duty Boots and Uniform		\$645.06
105689	03/15/2024			CAPITOLA PEACE OFFICERS ASSOCIATION	\$1,087.00
	Invoice	Date	Description		Amount
	POA03082024	03/08/2024	POA & gym dues PPE 3/2/24		\$1,087.00
			1001 - Payroll Payables		
105690	03/15/2024			CAPITOLA POLICE DEPARTMENT	\$92.00
	Invoice	Date	Description		Amount
	2024-00000014	02/28/2024	Sip & Stroll Special Event Permit Fee		\$92.00
			1321 - BIA - Capitola Village-Wharf BIA		
105691	03/15/2024			CARIN HANNA	\$1,949.76
	Invoice	Date	Description		Amount
	CH030624	03/06/2024	BIA Reimbursement		\$1,949.76
105692	03/15/2024			CINTAS CORPORATION	\$229.02
	Invoice	Date	Description		Amount
	5199244726	02/23/2024	Community Center first aid supplies		\$58.74
	5199897750	02/28/2024	Corp yard first aid supplies		\$170.28
105693	03/15/2024			CLEAN BUILDING MAINTENANCE CO.	\$6,371.92
	Invoice	Date	Description		Amount
	34048	02/29/2024	February janitorial services		\$6,371.92
105694	03/15/2024			COMMUNITY TELEVISION OF SANTA CRUZ COUNTY	\$1,214.75
	Invoice	Date	Description		Amount
	3388	02/27/2024	January televised meetings		\$1,214.75

City Checks Issued March 15, 2024

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105695	03/15/2024			CRYSTAL SPRINGS WATER CO.	\$286.00
	Invoice	Date	Description		Amount
	CSW022924	02/29/2024	February drinking water		\$286.00
105696	03/15/2024			CSG Consultants Inc.	\$6,890.39
	Invoice	Date	Description		Amount
	B240233	03/01/2024	February Building Plan Review Services		\$6,890.39
105697	03/15/2024			D & G SANITATION	\$501.78
	Invoice	Date	Description		Amount
	304600	02/29/2024	February Skate park hand wash station, portable toilets		\$501.78
105698	03/15/2024			ELEVATOR SERVICE COMPANY INC.	\$210.00
	Invoice	Date	Description		Amount
	45652	03/01/2024	Quarterly lube and inspection		\$210.00
105699	03/15/2024			ERGODIRECT INC	\$840.99
	Invoice	Date	Description		Amount
	C7108139	01/19/2024	Office chair		\$840.99
105700	03/15/2024			FLYERS ENERGY LLC	\$3,209.72
	Invoice	Date	Description		Amount
	24-045881	03/11/2024	569 gallons gasoline		\$2,818.26
	24-045878	03/11/2024	74 gallons diesel		\$391.46
105701	03/15/2024			GARDAWORLD	\$384.28
	Invoice	Date	Description		Amount
	10772724	03/01/2024	March 2024 Armored Transportation Service		\$384.28
105702	03/15/2024			GRAINGER	\$639.00
	Invoice	Date	Description		Amount
	9042485350	03/05/2024	Hand dryer nozzle		\$639.00

City Checks Issued March 15, 2024

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105703	03/15/2024			HOME DEPOT CREDIT SERVICES	\$4,556.83
	Invoice	Date	Description		Amount
	8283508	03/09/2024	Picture hanging strips		\$43.45
	8283507	03/09/2024	Gorilla hair landscape mulch		\$27.04
	1522834	03/06/2024	Poly sheetings, staples, patio		\$167.17
	3522322	03/04/2024	Spray paint		\$10.88
	3614140	03/04/2024	Bucket, degreaser, sponge, brush		\$44.86
	8033816	02/28/2024	Lumber		\$203.18
	8033780	02/28/2024	Lumber, screws, brush, spray paint		\$392.01
	9620017	02/27/2024	Cables, staples, adaptors		\$99.46
	9514385	02/27/2024	Gloves		\$9.78
	0520994	02/26/2024	Integrated LED lights		\$124.26
	0520988	02/26/2024	Lightbulbs		\$54.76
	3624812	02/23/2024	Cabinet, knob screws, square knob, drill set		\$38.02
	1030646	02/05/2024	Keyring, key ping		\$8.67
	5624175	01/22/2024	drill bit set		\$11.96
	3518396	01/24/2024	Air hose, stone set, grinder		\$166.07
	21807	02/26/2024	Integrated LED lights		\$670.09
	522307	02/06/2024	Headlights		\$17.41
	522344	02/06/2024	Lumber		\$9.29
	522899	03/07/2024	Drop cloths, buckets, covers		\$43.16
	522902	03/07/2024	Rosin paper		\$19.36
	1017218	01/26/2024	Clearance		\$10.90
	1522717	03/06/2024	Buckets, work knife, pliers set, voltage tester, pencils, satin		\$436.87
	2017165	01/25/2024	Concrete mix, tub		\$17.85
	2510302	03/05/2024	Bucket, degreaser, floor drain, paint, rollers, decorations		\$274.80
	2518519	01/25/2024	Welded bedding, forged cultivator		\$89.34
	2621426	03/05/2024	Epoxy, roller, scrub brush, angle attachment set		\$308.93
	2621470	03/05/2024	Plastic utilities		\$237.62
	3624765	01/24/2024	Quick strips, flap discs, saw blades		\$146.76
	4012713	02/22/2024	Sandpaper, rollers, paint, saw blades		\$185.25
	4281920	02/22/2024	Pliers, chain repairs, rings, links		\$44.38
	4521474	02/02/2024	PVC couplings, lead couplings, bucket, drywall repair panel		\$71.32
	4624410	01/23/2024	Electrical outlet, plugs, electrical tape, lights		\$80.02
	5620564	02/01/2024	Torch, wrench, saw, saw blade		\$85.22
	6521109	01/31/2024	Grounding plugs		\$93.33
	6521795	03/01/2024	Granite		\$29.27
	7622160	02/09/2024	Steel stake, glue, bucket		\$71.55
	8041000	02/08/2024	Flashlight		\$35.28
	8620207	02/28/2024	Pencil, saw blade, grinding points		\$76.04
	9523087	03/08/2024	Paint rollers, tape, towels, bucket, cables		\$101.22

City Checks Issued March 15, 2024

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105704	03/15/2024			HUMBOLDT PETROLEUM LLC	\$8.50
	Invoice	Date	Description		Amount
	INV-115341	02/29/2024	Carwash Closing Date 2/29/2024		\$8.50
105705	03/15/2024			KAILASH MOZUMDER	\$1,671.01
	Invoice	Date	Description		Amount
	KM031124	03/11/2024	PW Subscription Reimbursement		\$1,671.01
105706	03/15/2024			KATHY D'ANGELO	\$600.00
	Invoice	Date	Description		Amount
	KD011724	01/27/2024	Editing Footage of JoJo birthday celebration		\$600.00
105707	03/15/2024			KING'S PAINT AND PAPER INC.	\$670.89
	Invoice	Date	Description		Amount
	S739Z	03/06/2024	Paint		\$16.32
	VK3FQ	03/07/2024	Paint		\$654.57
105708	03/15/2024			LABORMAX STAFFING	\$1,393.20
	Invoice	Date	Description		Amount
	26-366767	03/08/2024	Public works seasonal labor 3/4 - 3/8		\$1,393.20
105709	03/15/2024			MASTER CLEANERS	\$802.42
	Invoice	Date	Description		Amount
	MC031024	03/10/2024	February 2024 Uniform Cleaning		\$802.42
105710	03/15/2024			MESITI-MILLER ENGINEERING INC	\$8,640.87
	Invoice	Date	Description		Amount
	0124016	01/31/2024	Peery Park Bridge Repair task		\$4,264.87
	0224004	02/28/2024	Peery Park Bridge Repair task		\$4,376.00
			1310 - Gas Tax		
105711	03/15/2024			MISSION LINEN SUPPLY	\$189.38
	Invoice	Date	Description		Amount
	521159603	03/06/2024	Corp. Yard linen service		\$154.40
	521159602	03/06/2024	Fleet towels, uniform cleaning		\$34.98
105712	03/15/2024			NIGEL BELTON	\$237.50
	Invoice	Date	Description		Amount
	2958	03/11/2024	Consulting Arborist Services - State Park		\$237.50

City Checks Issued March 15, 2024

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Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105713	03/15/2024			OUTDOOR SUPPLY HARDWARE	\$1,176.79
	Invoice	Date	Description		Amount
	199901	03/08/2024	Hedge shears, snaps		\$59.93
	194962	02/26/2024	Eye light		\$17.43
	180033	01/23/2024	Cement, cone paint, cables, cloth		\$63.15
	180346	01/24/2024	Compound, pocket square, flap disc		\$59.90
	183556	01/31/2024	Tape measure		\$43.59
	183779	02/01/2024	Driver bit set, pine		\$95.90
	186673	02/08/2024	Black lacquer		\$8.71
	191716	02/19/2024	Scoop, lawn rake		\$98.08
	192991	02/22/2024	Lid, concrete, deep creep cleaner, epoxy, paint		\$79.52
	193408	02/23/2024	PVC outlet, wallplate		\$11.97
	198185	03/04/2024	Utility strap, conduit strap, cover		\$27.09
	198190	03/04/2024	Conduit mounting, eyelight		\$31.59
	198590	03/05/2024	Paint, drill bit set, abrasive, masking tape		\$97.28
	199056	03/06/2024	Roller frame, paste		\$26.14
	199293	03/06/2024	Paint		\$93.35
	J00001	03/08/2024	Hammet, saw blade, cutting wheel		\$75.18
	J00929	03/10/2024	Spray paint		\$10.90
	J01503	03/11/2024	Shears, chalk, air tool, battery set, key set		\$257.08
	631126508	01/25/2024	Finance Charge		\$10.00
	633883425	02/25/2024	Finance Charge		\$10.00
105714	03/15/2024			PALACE BUSINESS SOLUTIONS	\$154.76
	Invoice	Date	Description		Amount
	2328663-0	03/12/2024	Printing Paper		\$154.76
105715	03/15/2024			PAVEMENT ENGINEERING INC.	\$737.50
	Invoice	Date	Description		Amount
	2402-069	03/11/2024	2024 Pavement Management services through 2/29/24 1200 - Capital Improvement Fund		\$737.50
105716	03/15/2024			PHIL ALLEGRI ELECTRIC INC.	\$375.00
	Invoice	Date	Description		Amount
	33818	03/07/2024	Esplanade electric work		\$375.00
105717	03/15/2024			RRM DESIGN GROUP	\$6,125.00
	Invoice	Date	Description		Amount
	2757-01-0224	03/09/2024	February Housing Element Update Services 1313 - General Plan Update and Maint		\$6,125.00

City Checks Issued March 15, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105718	03/15/2024			SAN LORENZO LUMBER	\$136.18
	Invoice	Date	Description		Amount
	55-0871091	03/07/2024	Lumber		\$56.66
	55-0871712	03/11/2024	Lumber		\$79.52
105719	03/15/2024			SANTA CRUZ COUNTY AUDITOR-CONTROLLER	\$7,554.50
	Invoice	Date	Description		Amount
	SCCO022924	03/07/2024	February citation processing		\$7,554.50
105720	03/15/2024			SANTA CRUZ COUNTY DEPT OF PUBLIC WORKS	\$1,007.46
	Invoice	Date	Description		Amount
	SCCO031224	03/12/2024	2022-2023 Fluorescent Light Recycling Retail Takeback Program		\$1,007.46
105721	03/15/2024			SANTA CRUZ SENTINEL	\$811.20
	Invoice	Date	Description		Amount
	0001398309	12/31/2023	December legal notices		\$811.20
105722	03/15/2024			SERVPRO OF PALO ALTO	\$829.28
	Invoice	Date	Description		Amount
	4166	03/11/2024	Bio Remediation for 161 on 2/28/2024		\$829.28
105723	03/15/2024			SOQUEL CREEK WATER DISTRICT	\$3,504.09
	Invoice	Date	Description		Amount
	42-14952-0030424	03/04/2024	42-14952 Cortez Park irrigation		\$170.49
	42-15297-0030424	03/04/2024	42-15297-00 426 Capitola Ave irrigation		\$162.71
	42-15969-0030424	03/04/2024	42-15969-00 Lawn Way irrigation		\$70.20
	42-16122-0030424	03/04/2024	42-16122-00 Esplanade fountain irrigation		\$71.27
	42-10504-0030424	03/04/2024	42-10504-00 Cliff Drive irrigation		\$70.20
	42-11090-1030424	03/04/2024	42-11090-01 Capitola Road irrigation		\$162.71
	42-11467-0030424	03/04/2024	42-11467-00 Jade Street park irrigation		\$1,309.98
	42-11517-0030424	03/04/2024	42-11517-00 41st Avenue irrigation		\$162.71
	42-14404-0030424	03/04/2024	42-14404-00 Monterey Ave. Nobel Gulch Park irrigation		\$70.20
	42-16130-0030424	03/04/2024	42-16130-00 Wharf Road irrigation		\$70.20
	42-16136-0030424	03/04/2024	42-16136-00 1400 Wharf Road irrigation		\$70.35
	42-16407-0030424	03/04/2024	42-16407-00 Bay Ave. irrigation		\$70.20
	13-10919-0030424	03/04/2024	13-10919-00 2000 Wharf Road water service		\$52.34
	34-18508-0030424	03/04/2024	34-18508-00 1510 McGregor Drive water service		\$36.07
	42-14431-0030424	03/04/2024	42-14431-00 Monterey Ave irrigation		\$814.06
	42-17688-0030424	03/04/2024	42-17688-00 Lawn Way irrigation 2		\$70.20
	42-18238-0030424	03/04/2024	42-18238-00 Capitola Road irrigation		\$70.20
		1000 - General Fund			\$3,433.74
		1311 - Wharf			\$70.35

City Checks Issued March 15, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105724	03/15/2024			STAPLES ADVANTAGE	\$184.55
	Invoice	Date	Description		Amount
	3560103059	02/22/2024	Copier paper		\$65.65
	3561863366	03/12/2024	Cups and Plates		\$118.90
			1300 - SLESF - Supl Law Enfc		\$118.90
			2210 - ISF - Stores Fund		\$65.65
105725	03/15/2024			TRANSPARENTSEA MEDIA CO.	\$2,775.29
	Invoice	Date	Description		Amount
	00040	03/01/2024	March BIA marketing, website management, media boost		\$2,775.29
			1321 - BIA - Capitola Village-Wharf BIA		
105726	03/15/2024			TRIAD ELECTRIC INC.	\$26,766.06
	Invoice	Date	Description		Amount
	1252401	01/25/2024	City Hall & PD backup generator		\$26,766.06
			1200 - Capital Improvement Fund		
105727	03/15/2024			US BANK EQUIPMENT FINANCE	\$564.03
	Invoice	Date	Description		Amount
	523843480	03/04/2024	Recreation copier lease		\$359.10
	524041803	03/05/2024	PD copier lease		\$204.93
105728	03/15/2024			US BANK PARS Acct 6746022400	\$503.01
	Invoice	Date	Description		Amount
	PARS030824	03/08/2024	PARS contributions PPE 3/2/24		\$503.01
			1001 - Payroll Payables		
105729	03/15/2024			VERITONE INC.	\$2,200.00
	Invoice	Date	Description		Amount
	634225	03/06/2024	Contact Application Annual License Fee for 4/1/24 - 3/31/25		\$2,200.00
			1300 - SLESF - Supl Law Enfc		
105730	03/15/2024			WATSONVILLE BLUEPRINT	\$47.46
	Invoice	Date	Description		Amount
	114957	02/16/2024	Blueprint prints		\$47.46
105731	03/15/2024			WE ALL RIDE SANTA CRUZ	\$225.97
	Invoice	Date	Description		Amount
	4178980	10/03/2023	Tires & tire install		\$225.97

City Checks Issued March 15, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
105732	03/15/2024			WILLDAN FINANCIAL SERVICES	\$1,275.00
	Invoice	Date	Description		Amount
	010-57747	03/13/2024	Comprehensive User Fee Study and Overhead Cost Allocation Plan		\$1,275.00
105733	03/15/2024			WITMER TYSON IMPORTS INC.	\$750.00
	Invoice	Date	Description		Amount
	T15341	03/08/2024	February 2024 K-9 Maintenance Training		\$750.00
105734	03/15/2024			Esteban, Teri	\$36.00
	Invoice	Date	Description		Amount
	TE030824	03/08/2024	Citation # 501125269		\$36.00
105735	03/15/2024			TRIAD ELECTRIC INC.	\$39,960.00
	Invoice	Date	Description		Amount
	9072301	09/07/2023	City Hall & PD backup generator		\$39,960.00
			1200 - Capital Improvement Fund		
Type Check Totals:					\$208,220.02
<u>EFT</u>					
1683	03/11/2024			CalPERS Member Services Division	\$65,141.78
	Invoice	Date	Description		Amount
	1002596092-5	03/08/2024	PERS contributions PPE 3/2/24		\$65,141.78
			1000 - General Fund		\$0.31
			1001 - Payroll Payables		\$65,141.47
1684	03/11/2024			EMPLOYMENT DEVELOPMENT DEPARTMENT	\$10,615.64
	Invoice	Date	Description		Amount
	0-082-882-832	03/08/2024	State taxes PPE 3/2/24		\$10,615.64
			1001 - Payroll Payables		
1685	03/11/2024			INTERNAL REVENUE SERVICE	\$35,665.38
	Invoice	Date	Description		Amount
	55961601	03/08/2024	Federal taxes & Medicare PPE 3/2/24		\$35,665.38
			1001 - Payroll Payables		
1686	03/11/2024			STATE DISBURSEMENT UNIT	\$1,662.91
	Invoice	Date	Description		Amount
	47498077	03/08/2024	Employee garnishments PPE 3/2/24		\$1,662.91
			1001 - Payroll Payables		

City Checks Issued March 15, 2024

Item 7 B.

Check Number	Invoice Number	Invoice Date	Description	Payee Name	Transaction Amount
1687	03/11/2024			VOYA FINANCIAL	\$7,451.18
	Invoice	Date	Description		Amount
	VOYA030824	03/08/2024	Employee 457 contributions PPE 3/2/24		\$7,451.18
		1001 - Payroll Payables			

Type EFT Totals: \$120,536.89

Main City Totals	Count	Total
Checks	57	\$208,220.02
EFTs	5	\$120,536.89
All	62	\$328,756.91

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

Grand Totals:	Count	Total
Checks	57	\$208,220.02
EFTs	5	\$120,536.89
All	62	\$328,756.91

Capitola City Council

Agenda Report



Meeting: March 28, 2024

From: Police Department
Recreation Department
City Manager Department

Subject: Special Events and Park Regulations

Recommended Action: Adopt an ordinance of the City of Capitola repealing and replacing Capitola Municipal Code Chapter 9.36 “Special Events” and Chapter 12.40 “Park Regulations” to create a comprehensive permitting system for public assemblies, events, and use of City property.

Background: On March 14, 2024, the City Council unanimously approved the introduction of the ordinance to repeal and replace Capitola Municipal Code Chapter 9.36 and Chapter 12.40, with edits read into the record by the City Attorney.

Discussion: The proposed ordinance intends to protect the Constitutional rights of the people of Capitola to peaceably assemble and protest in the City’s public spaces. The proposed revisions to the Municipal Code also create a mechanism for cost recovery and use charges to the extent authorized by law, while not unduly impacting the viability of special events in the City.

Special Events

The proposed revision to Municipal Code Chapter 9.36 establishes a permitting system for special events in the City, which generally mirrors the existing process the City has used over the last decade to permit special events. The primary changes are intended to clarify what differentiates a minor from a major event, and explicitly allowing Constitutionally protected expressive activity. Similar to the City’s existing processes, the proposed ordinance identifies three categories of special events on public property that would require a permit:

1. Minor Special Events: an organized assemblage between 75 and 200 people, not requiring closure of a major street (as defined in proposed Section 9.36.020(H)) or a street in a single-family or multi-family zone.
2. Neighborhood Special Events: an event organized for up to 200 people requiring closure of a street in a single-family or multi-family zone. This replaces the City’s Block Party Permit.
3. Major Special Events: any of the following:
 - a. Any organized assemblage of more than 200 people on any public property gathering for a common purpose under the direction or control of a person; or
 - b. Any organized assemblage on any public property gathering for a common purpose under the direction or control of a person or organization and that requires closure of a Major Street; or
 - c. Any other organized assemblage conducted by a person for a common or collective use, purpose, or benefit which shall require extensive use of City public services for police regulation, monitoring or control, erecting barriers, or traffic control, parking needs that will exceed the capacity of the venue, or that will significantly interfere with normal use and operation of public right-of-way for travel.

The following events/activities would not require permits under the proposed Chapter 9.36:

1. Constitutionally protected expressive activity on City-owned, controlled, or maintained property that is not a Minor, Neighborhood, or Major Special Event;
2. Activities on school grounds;

3. Spontaneous events, under certain conditions;
4. Activities comprising or involving construction, maintenance, or requiring a City-issued encroachment permit; or
5. Filming, as regulated by Chapter 9.62. (Proposed § 9.36.030(B).)

The proposed ordinance defines expressive activity as “conduct, the sole or principal object of which is the expression of opinion, views, or ideas protected by the First Amendment of the U.S. Constitution,” and includes, but is not limited to, “public oratory and distribution of literature” (Proposed § 9.36.020(E).)

The Police Chief (or his/her designee) would issue Minor and Neighborhood Special Event Permit applications. In general, the City Council would issue Major Special Event Permit applications. However, permit applications for *recurring* Major Special Events, defined as Major Special Events that recur every year, do not require new or different levels of City services from year to year, and that did not present major public safety or traffic issues in the prior year may be reviewed and issued by the Police Chief or designee without City Council approval. The proposed Chapter 9.36 also requires the Police Chief or designee to provide annual updates to the City Council regarding Minor and Major Special Events from the prior year. (Proposed § 9.36.070(E).)

The proposed ordinance provides that the City Council shall set Special Event application fees and fees to recover costs for safety services (such as public safety personnel, solid waste and recycling services, City lifeguard services, and traffic control costs) by resolution.

Parks Regulations

The proposed revision to Municipal Code Chapter 12.40 establishes a permitting procedure for renting portions of City parks and recreation facilities for exclusive use and to ensure compliance with Constitutional prerogatives protecting freedom of speech and assembly. Under these proposed revisions, the City Council shall adopt a Parks Policy identifying specific areas of city parks that are available for exclusive use. Organizers of such events must obtain a permit from the City Manager, or his/her designee. Moreover, individuals who wish to use powered equipment or temporary structures (such as a bounce house or shade structure) in a City park or recreation facility must also obtain a permit pursuant to the requirements of the Chapter. However, if the event requiring exclusive use of a park identified in the Parks Policy would be considered “expressive activity,” it would instead be subject to the Special Events permitting requirements discussed above. The proposed ordinance also requires a permit for exclusive use of a City Recreation facility, such as softball fields or the bandstand.

Similar to the proposed Special Events Chapter above, the City Council may also adopt a resolution establishing fees to recover the City’s cost of processing applications or for providing services for events in City parks and recreation facilities. (Proposed § 12.40.120.)

Fiscal Impact: The proposed ordinance provides for the City Council to adopt, by resolution, fees to recover the City’s costs of processing applications for Special Events and Parks permits (discussed above), and costs associated with providing services to support and staff these proposed events. The City’s fee schedule currently sets some of these fees. However, staff intends to conduct an internal review of the costs associated with these events and return to the City Council with proposed revisions to the City’s fee schedule if necessary.

Attachments:

1. Ordinance – Chapter 9.36 & Chapter 12.40

Report Prepared By: Sarah Ryan, Administrative Captain, Nikki Bryant, Recreation Division Manager

Reviewed By: Tamar Burke, Assistant City Attorney

Approved By: Jamie Goldstein, City Manager

ORDINANCE NO. _____

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
REPEALING AND REPLACING CHAPTER 9.36 “SPECIAL EVENTS” AND
REPEALING AND REPLACING CHAPTER 12.40 “PARK REGULATIONS” OF
THE CITY OF CAPITOLA MUNICIPAL CODE**

WHEREAS, the United States Constitution and California Constitution guarantee the right of the people to peaceably assemble and speak or protest in public places; and

WHEREAS, the City of Capitola intends to protect these Constitutional rights of the people of Capitola to peaceably assemble and protest in the City’s public spaces; and

WHEREAS, the City wishes to provide a coordinated process for managing special events and events in City parks and recreation facilities to ensure the health and safety of event patrons, residents, workers, and other visitors, and to prohibit illegal activities from occurring at special events consisting of expressive activities; and

WHEREAS, the City also wishes to create a mechanism for cost recovery and use charges, to the extent authorized by law, while not unduly impacting the viability of events; and

WHEREAS, the City intends to update its existing permitting requirements for the City’s streets, sidewalks, parks, and open spaces to protect the rights of the people to peaceably assemble, as well as to protect and conserve those parks and open spaces.

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

Section 1: Findings. The above recitals are hereby declared to be true and correct findings of the City Council of the City of Capitola.

Section 2: Repeal and Replace Chapter 9.36 – Special Events, of Title 9 – Public Peace, Morals and Welfare of the Capitola Municipal Code. Chapter 9.36 – Special Events, of Title 9 – Public Peace, Morals and Welfare is hereby repealed in its entirety and replaced to read as set forth in Exhibit A, attached hereto and incorporated herein by reference.

Section 3: Repeal and Replace Chapter 12.40 – Park Regulations, of Title 12 – Streets, Sidewalks and Public Places of the Capitola Municipal Code. Chapter 12.40 – Park Regulations, of Title 12 – Streets, Sidewalks and Public Places is hereby repealed in its entirety and replaced to read as set forth in Exhibit B, attached hereto and incorporated herein by reference.

Section 4: Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 5: Codification. This ordinance shall be codified in the Capitola Municipal Code.

Section 6: CEQA. The City Council finds that the adoption and implementation of this Ordinance are exempt from the provisions of the California Environmental Quality Act under section 15061(b)(3) in that the City Council finds there is no possibility that the implementation of this Ordinance may have significant effects on the environment.

Section 7: Publication; Effective Date. This Ordinance shall be in full force and effect thirty (30) days from its passage and adoption.

Section 8: Certification. The City Clerk shall cause this ordinance to be posted and/or published in the manner required by law.

This Ordinance was introduced at the meeting of the City Council on the 14th day of March, 2024, and was adopted at a regular meeting of the City Council on the 28th day of March, 2024, by the following vote:

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

Kristen Brown, Mayor

Attest: _____
Julia Gautho, City Clerk

Approved as to form:

Samantha W. Zutler, City Attorney

- Exhibits:
- A. Chapter 9.36 – SPECIAL EVENTS
 - B. Chapter 12.40 – PARKS REGULATIONS

Exhibit A

Chapter 9.36 – SPECIAL EVENTS

Sections:

- 9.36.010 – Purpose and intent.
- 9.36.020 – Definitions.
- 9.36.030 – General provisions.
- 9.36.040 – Minor Special Event Permit application.
- 9.36.050 – Neighborhood Street Closure Event Permit application.
- 9.36.060 – Major Special Event Permit application.
- 9.36.070 – Review process.
- 9.36.080 – Denial/revocation of Special Event Permit.
- 9.36.090 – Applicable fees.
- 9.36.010 – Appeals.
- 9.36.110 – Interference with Expressive Activity prohibited.
- 9.36.120 – Hold harmless.
- 9.36.130 – Display of Special Event Permit.
- 9.36.140 – Administrative regulations or policies.
- 9.36.150 – Penalties.

9.36.010 – Purpose and intent.

The purpose of this Chapter is to protect the First Amendment rights of the people of Capitola to peaceably assemble and/or protest in the City’s public places and to establish the least restrictive and reasonable time, place, and manner regulation of these activities. It is further intended to provide a coordinated process for managing special events to ensure the health and safety of event patrons, residents, workers, and other visitors, to prohibit illegal activities from occurring at special events, and to create mechanisms for cost recovery and use charges, to the extent authorized by law, while not unduly impacting the viability of special events.

9.36.020 – Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this Chapter:

1. “Applicant” means any individual, corporation, partnership, trust, non-profit organization, association, group or other business entity or organization who seeks a Special Event Permit under this chapter to Organize a Special Event. For purposes of this Chapter, “Applicant” includes sponsors of the proposed Special Event.
2. “Application” means a form approved by the city manager or his/her designee, which an Applicant must submit pursuant to Section 9.36.030.
3. “Assembly” means the assembling or coming together of a number of persons for a particular purpose.

4. “City property” means all real property and improvements owner, operated or controlled by the City within the City’s jurisdiction. City property includes, but is not limited to, City Hall, police and fire facilities, recreational facilities, parks, libraries, and streets and sidewalks.

5. “Expressive Activity” means conduct, the sole or principal object of which is the expression of opinion, views, or ideas, protected by the First Amendment of the U.S. Constitution. Expressive activity includes, but is not limited to, public oratory and distribution of literature.

6. “Issuing Entity” means either:

- A. the police chief or designee for Minor Special Events, Neighborhood Street Closure Events, and recurring Major Special Events that were held in the prior year with no major public safety or traffic issues and which do not require new or different levels of City services from the prior year;
- B. the City Council for Major Special Events or upon referral by the police chief or designee.

7. “Major Special Event” means any of the following:

A. Any organized assemblage of more than two hundred (200) persons at any public place, public property, or public facility which is to gather for a common purpose under the direction or control of a person; or

B. Any organized assemblage at any public place, public property, or public facility which is to gather for a common purpose under the direction or control of a person or organization and that requires closure of a Major Street; or

C. Any other organized assemblage conducted by a person for a common or collective use, purpose or benefit which shall require extensive use of City public services for police regulation, monitoring or control, erecting barriers, or traffic control, parking needs that will exceed the capacity of the venue, or that will significantly interfere with normal use and operation of public right-of-way for travel.

8. “Major Streets” means the streets in the City of Capitola which serve to deliver significant traffic through the City, and include: 38th Avenue, 41st Avenue, 42nd Avenue between Jade Street and Capitola Road, 45th Avenue, 47th Avenue between Portola Drive and Capitola Road, 49th Avenue between Capitola Road and Wharf Road, Bay Avenue, Capitola Avenue, Capitola Road, Clares Street, Cliff Drive, Esplanade (not including the portion of the Esplanade directly adjacent to Esplanade Park), Gross Road, Hill Street, Jade Street, Kennedy Drive, McGregor Drive, Monterey Avenue, Park Avenue, San Jose Avenue between Esplanade and Capitola Avenue, Stockton Avenue, and Wharf Road..

9. “Minor Special Event” means an organized assemblage of at least seventy-five (75) and at most two hundred (200) persons at any public place, public property, or public facility which is to gather for a common purpose under the direction or control of a person and which does not

require Major Street closure and does not require closure of a street in a single-family or multi-family zone.

10. “Neighborhood Street Closure Event” means an event organized for the assemblage of up to two hundred (200) persons requiring the closure of a street in a single-family or multi-family zone.

11. “Organize” means to organize, operate, manage, stage, promote, sponsor or carry on a Special Event, as defined.

12. “Organizer” means the person responsible for managing and leading the proposed Special Event, as defined, on the day or days of the Special Event.

13. “Permittee” means any person that has been issued a Special Event Permit in accordance with this Chapter.

14. “Special Event” refers to any or all of a Major Special Event, Minor Special Event, or a Neighborhood Street Closure Event.

15. “Special Event Permit” means a permit issued by the Issuing Entity to Organize a Major Special Event, a Minor Special Event, or a Neighborhood Street Closure Event, as defined, consistent with the provisions of this Chapter.

9.36.030 – General provisions.

A. Permit Required. Except when expressly provided pursuant to the terms of a permit, lease, or contract which has been specifically authorized by the City Council, no person shall operate any Special Event regulated by this Chapter without first obtaining a Special Event Permit in accordance with the provisions of this Chapter, unless exempt as set forth below. Special Event Permits must set forth the applicable noise limit if the proposed event shall exceed the noise regulations set forth in Chapter 9.12.

B. Exempt Activities:

- 1. Any Expressive Activity on City owned, controlled, or maintained property not otherwise considered a Minor Special Event, Major Special Event, or Neighborhood Street Closure Event.
- 2. Activities on school grounds, which are exempt from the requirements of this Chapter.
- 3. Spontaneous events which are occasioned by news or affairs coming into public knowledge less than forty-eight hours prior to such event may be conducted on City property without the Organizers having to obtain a Special Event Permit if all of the following factors are satisfied:
 - i. The spontaneous event does not impede vehicular traffic or violate regulations regarding pedestrian and vehicular traffic;
 - ii. The Organizer provides the police chief or designee with at least four (4) hours of prior notice of the spontaneous event; and

iii. The location where the spontaneous event it to be conducted has not been previously rented, reserved, or otherwise obligated to another use in accordance with established City policies and procedures for use and/or rental of City facilities.

- 4. Activities comprising or involving construction, maintenance, or requiring a City-issued encroachment permit.
- 5. Filming, as regulated by Chapter 9.62.

C. Events or gatherings which require a permit pursuant to other chapters of the Municipal Code, including but not limited to group activities in City-owned parks pursuant to Chapter 12.40, shall not be considered spontaneous events.

D. Major Streets: The police chief or designee shall review all Applications to determine whether closure of Major Streets is required. The police chief or designee shall make factual findings supporting his or her determination, including whether the proposed Special Event poses specific health or and safety issues requiring closure of Major Streets, including but not limited to impacts to traffic and use of City resources, as a result of the proposed Special Event.

9.36.040 – Minor Special Event Permit Application.

A. To receive a Minor Special Event permit, an Applicant must file a complete Application with the police chief or his/her designee on a form approved by the city manager at least forty-five (45) days before the proposed Minor Special Event. An Application is considered complete when it includes all of the following information:

- 1. A description of the proposed use, event, or activity;
- 2. The street or other public property and the specific area or areas thereof which will be utilized in connection with the proposed Minor Special Event, including a whether the proposed Minor Special Event will require closure of any street, a description of noise generating equipment, as well as circulation plan and site layout;
- 3. The manner in which the public property will be utilized;
- 4. Proof of insurance, as required by the City;
- 5. The date or dates and the specific times thereof, including set-up and tear-down, that the public property is to be utilized for the proposed Minor Special Event;
- 6. The name, address, and telephone number of the Applicant(s) for the proposed Minor Special Event permit;
- 7. The name, address, and telephone number of the Organizer, in the event the City must contact said individual on the day or day(s) of the proposed Minor Special Event; and
- 8. Other information as deemed necessary by the police chief or his/her designee to ensure public safety.

B. The police chief or designee shall review and issue or deny the Minor Special Event Application within thirty days (30) of receipt of a completed Application, unless the applicant and the City mutually agree to a later date.

C. Minor Special Event permits are issued on the condition that the Applicant receives approvals and/or any other necessary permits from relevant governmental agencies.

9.36.050 – Neighborhood Street Closure Permit Application

A. To receive a Neighborhood Street Closure permit, the applicant must file a complete Application with the police chief or his/her designee on a form approved by the city manager at least thirty days (30) days before the proposed Neighborhood Street Closure Event. An Application is considered complete when it includes all of the following information:

1. A description of the proposed use, event, or activity;
2. The specific area of the street that will be closed in connection with the Neighborhood Street Closure Event;
3. Evidence of the Applicant's and Organizer's residence on the specific area of the street request for closure.
4. Consent of at least six (6) additional households or fifty percent (50%) of the households located within the requested street closure area, whichever is less;
5. Map or site layout of the Neighborhood Street Closure Event site;
6. Proof of insurance, as required by the City;
7. The manner in which the public property will be utilized;
8. The date and the specific times thereof, including set-up and tear-down that the street is to be closed;
9. The name, address, and telephone number of the Applicant and Organizer(s) to be contacted regarding the Application, permit, and the Neighborhood Special Event;
10. Other information as deemed necessary by the police chief or his/her designee to ensure public safety.

B. The police chief or designee shall review and issue or deny the Neighborhood Street Closure Event Permit Application within thirty (30) days of receipt of a completed Application unless the applicant and the City mutually agree to a later date.

C. Neighborhood Street Closure Event permits are issued on the following conditions:

1. The Applicant submits proof that all households within the street closure area are notified of the street closure ten (10) days prior to the Neighborhood Street Closure Event; and
2. The Applicant has received approvals and/or any other necessary permits from relevant governmental agencies.
3. All households located within the street closure area shall be permitted to attend Neighborhood Street Closure Events free of charge.

9.36.060 – Major Special Event Permit Application

A. To receive a Major Special Event permit, an Applicant must file a complete Application with the police chief or his/her designee on a form approved by the city manager at least ninety (90) days before the proposed Major Special Event. An Application is considered complete when it includes all of the following information:

1. A description of the proposed use, event, or activity;
2. The street or other public property and the specific area or areas thereof which will be utilized in connection with the proposed Major Special Event, including a whether the proposed Major Special Event will require closure of Major Streets or other streets, a description of noise generating equipment, a circulation plan and site layout, including a parking or shuttle plan for transportation to and from the proposed Major Special Event;

3. The manner in which the public property will be utilized;
4. The date or dates and the specific times thereof, including set-up and tear-down, that the public property is to be utilized for the described Major Special Event;
5. The name, address and telephone number of the Applicant(s);
6. Proof of insurance, as required by the City;
7. The name, address and telephone number of the Organizer of the proposed Major Special Event, in the event the City must contact said Organizer on the day or day(s) of the proposed Major Special Event;
8. A completed safety and security plan;
9. Other information as deemed necessary by the police chief or his/her designee to ensure public safety;
10. Certification of completeness by the police chief or his/her designee.

B. The City Council shall review and issue or deny the Application no later than the second regular City Council meeting following the submission of a completed Application or thirty days, whichever is later, unless the applicant and the City mutually agree to a later date.

C. Major Special Event permits are issued on the condition that the Applicant receives approvals and/or any other necessary permits from relevant governmental agencies.

9.36.070 – Review process.

A. Subject to the criteria for denial set forth in Section 9.36.080, the Issuing Entity shall issue a Special Event Permit if it is determined that all of the following criteria have been met:

1. The proposed use of City property for the Special Event is not otherwise governed by or subject to any other permit procedures provided elsewhere in this Code.

2. The Application is complete and includes all the information required by this Chapter.

3. The preparation for or the conduct of the proposed Special Event will not unduly impede, obstruct, or interfere with the operation of emergency vehicles or equipment in or through the particular Special Event area or adversely affect the City’s ability to perform municipal functions or furnish City services in the vicinity of the Special Event area.

4. The proposed Special Event does not otherwise present a substantial safety, noise, environmental, or traffic hazards, considering the number of participants and proposed location, such as to endanger the health or safety of the event participants, general public, or City employees, which cannot be adequately remedied by reasonable traffic control and other safety measures.

B. In deciding whether to approve an Application, no consideration may be given to the message of the proposed Special Event, the content of speech, or the identity or associational relationships of the Applicant(s) or Organizer(s).

C. The Issuing Entity may condition the Special Event Permit to mitigate health, safety, and impacts to City services.

D. Recurring Special Events: Major Special Events that recur every year, and which do not require new or different levels of City services from year to year and which did not present major public safety or traffic issues in the prior year may be reviewed and issued by the police chief or designee without City Council approval.

E. Annual Special Event Update: The police chief or designee shall provide the City Council with an annual report on the Minor and Major Special Event Permits that were issued in the prior year, summarizing any issues that were identified and, to the extent necessary, outlining any procedural changes for the following year.

9.36.080 – Denial/revocation of Special Event Permit.

The Issuing Entity may deny any Application for a Special Event Permit or revoke such a Permit if the Issuing Entity finds any of the following:

- A. One or more of the approval criteria specified in Section 9.36.070 is not or can no longer be met;
- B. The Applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the Application process;
- C. The Application is incomplete or does not contain the information required by this Chapter;
- D. The Application does not satisfy the requirements of this Chapter;
- E. The Applicant fails to comply with any conditions of approval, including, but not limited to:
 - 1. Remittance of fees, charges, or deposits,
 - 2. Submittal of an indemnification agreement and/or proof of insurance for the Special Event as required by the City;
 - 3. Timely submittal of all required documents; or
 - 4. Obtaining approvals and/or any other necessary permits from relevant governmental agencies.
- F. The Applicant or Organizer has damaged City property and has not paid in full for such damage or has other outstanding and unpaid debts related to a prior Special Event Permit issued by the City.
- G. The proposed Special Event is scheduled to occur at a location and time in conflict with another Special Event already permitted or that can be permitted to another Applicant that submitted an Application first in time, or is in conflict with City-sponsored programming.
- H. The proposed Special Event would require the diversion of public safety or other City employees from their normal duties so as to unreasonably reduce adequate levels of service to any other portion of the City, or the proposed Special Event will adversely affect the City's ability to reasonably perform municipal functions or furnish City services.
- I. The proposed Special Event is in conflict with applicable provisions of any federal, state and/or local laws.
- J. The Application was submitted less than 30 days before the proposed Neighborhood Street Closure Event, 45 days before the proposed Minor Special Event, or 90 days before the proposed Major Special Event.

9.36.090 – Applicable fees.

Special Event Permit Application fees pursuant to this Chapter shall be established by Resolution of the City Council. Applicants shall pay Application fees upon submittal of the Application to

the City for review. Where a Special Event requires street closure, barriers, or other infrastructure, the Applicant shall pay such fees as may be established by resolution of the City Council for traffic control and relating municipal expenses, including, but not limited to, public safety, services, solid waste and recycling services, building inspections, City lifeguard services, traffic control, and any other applicable fees. Additionally, use of City buildings or facilities shall be subject to any use or rental fees established by the City.

9.36.010 – Appeals.

An Applicant may appeal the denial or revocation of a Special Event Permit by the police chief or designee in accordance with the appeal process set forth in Chapter 2.52 of this Code.

9.36.110 – Interference with Expressive Activity prohibited.

It shall be unlawful for any person to interfere with a Special Event permitted under this Chapter by engaging in the following acts when done with the intent to cause interference:

- A. Blocking, obstructing, or impeding the passage of participants, vehicles, or animals in the Special Event along the Special Event route;
- B. Walking or running, driving a vehicle, riding a bicycle or skateboard, or using any similar device through, between, with, or among participants, vehicles, or animals in the Special Event;
- C. Dropping, throwing, rolling, or flying any object toward, among, or between participants, vehicles, or animals in a Special Event.

9.36.120 – Hold harmless.

Each Permittee shall execute a hold harmless agreement in a form approved by the City agreeing to defend, indemnify, and hold harmless the City against losses and liabilities incurred from the willful or negligent acts or omissions of the Permittee or its officers, employees, and agents. If City property is destroyed or damaged by reason of Permittee’s Special Event and the damage or destruction is directly attributable to the Permittee, the Permittee shall reimburse the City for the actual replacement or repair cost of the destroyed or damaged property. Nothing in this provision shall require a Permittee to indemnify the City from claims or losses occasioned by the reaction of third parties to Expressive Activity at the Permittee’s Special Event.

9.36.130 – Display of Special Event Permit.

A copy of the Special Event Permit shall be available at the event site and shall be exhibited upon demand of any City official.

9.36.140 – Administrative regulations or policies.

The city manager, or designee, may adopt administrative regulations or policies that are consistent with and that further the terms and requirements set forth within this Chapter, and as may be necessary to coordinate multiple uses of public property, assure preservation of public property

and public places, prevent dangerous, unlawful uses, protect the safety of persons and property and to control vehicular and pedestrian traffic. All such administrative regulations or policies must be in writing.

9.36.150 – Penalties.

Violations of this chapter may be enforced pursuant to any laws and remedies available to the City including but not limited to enforcement as a misdemeanor and/or public nuisance pursuant to Title 4 of this Code.

Exhibit B

Chapter 12.40

PARK REGULATIONS

Sections:

- 12.40.010 – Purpose of chapter.
- 12.40.020 – Definitions.
- 12.40.030 – General Principles.
- 12.40.040 – Group activities – Permit required.
- 12.40.050 – Sound standard.
- 12.40.060 – Application for permit.
- 12.40.070 – Criteria for issuance.
- 12.40.080 – Conditions of approval.
- 12.40.090 – Permit holder responsibilities.
- 12.40.100 – Revocation of permit.
- 12.40.110 – Appeal of decision.
- 12.40.120 – Establishment of fees.
- 12.40.130 – Prohibited activity in parks or facilities.
- 12.40.140 – Park regulations.
- 12.40.150 – Park and Recreation facility hours.
- 12.40.160 – Penalty for violation.

12.40.010 Purpose of chapter.

The purpose of this chapter is to regulate the use of parks and other recreation facilities of the City for the optimum use and enjoyment of residents of Capitola; to establish standards to prevent the misuse and destruction of the facilities; to establish regulations to insure the safety and comfort of users of the facilities as well as persons residing or owning property in the vicinity of the facilities; and to protect the First Amendment rights of the People of Capitola to peaceably assemble in the City's public parks.

12.40.020 Definitions.

1. "Applicant" means any individual, corporation, partnership, trust, non-profit organization, association, group or other business entity or organization who seeks a Permit under this chapter. For purposes of this Chapter, "Applicant" includes the organizer of the event, responsible for coordination and management of the event on the day or days of the event.
2. "Expressive Activity" shall have the same definition as set forth in Chapter 9.36 of this Code.
3. "Park(s)" means and includes every park owned and maintained by the City together with any accompanying parking lot or staging area, which is owned, managed, or

controlled by the City of Capitola for the recreational use and/or enjoyment of the public. Parks do not include the beach.

4. “Permit” means a permit issued by the City of Capitola issued pursuant to this Chapter.

5. “Recreation Facility” means fields, courts, pools, amphitheaters, the Capitola Bandstand at Esplanade Park, areas specifically designed for organized activities such as, but not limited to, baseball, softball, soccer, tennis, basketball, skateboarding, bicycling, and organized group gatherings which are owned, managed, or controlled by the City of Capitola for the recreational use and/or enjoyment of the public.

6. “Refuse” means any garbage, trash, bottles, cans, papers, ashes, food and vegetable material, rubbish, industrial wastes, animal waste, grass clippings, tree or shrub pruning or any other discarded substance, matter, or thing, whether liquid or solid.

12.40.030 General principles.

The following principles shall govern use of Parks and Recreation Facilities:

A. Parks and Recreation Facilities primarily are intended for the use and enjoyment by residents of Capitola;

B. Public recreation services should be available to all Capitola residents without discrimination as to race, religion, gender identity, economic status, or any protected status;

C. The public recreation program should include a wide variety of activities, including passive enjoyment, to appeal to different interests, ages, and abilities, and should not merely be limited to physical activities, outdoor activities, daytime activities, or to the interests of children or others of special categories;

D. Parks and Recreation Facilities are intended to be used, subject to applicable regulations, for:

- 1. Informally by residents,
- 2. For programs sponsored by the city,
- 3. For joint city-school programs,
- 4. For organized group activities.

E. Commercial activities in Parks and Recreation Facilities are not permitted, except for activities sponsored by the City of Capitola or as otherwise authorized in this Code.

12.40.040 Permit required.

A. To ensure equal access to City Parks and open space areas, preservation of these spaces and due to limitations of size, parking availability, and open areas, activities involving the exclusive use of any area of a Park is prohibited, except with a permit for the specific Parks.

Specific areas within all city Parks that are available for exclusive use shall be identified in the Parks Policy.

B. Activities involving the exclusive use of Recreational Facilities shall require a permit and are subject to the standards and regulations contained in this Chapter.

C. Use of Powered Equipment or Temporary Structures, including, but not limited to, shade structures and bounce houses: Any person wishing to use equipment requiring a power source or erect a structure larger than 100 square feet or taller than 10 feet in a Park shall obtain a permit therefore, and is subject to the standards and regulations contained in this chapter.

D. Applicants shall remit an application review fee upon submittal of a permit application to the City for review.

E. It shall be unlawful for any person to engage in any use of any Park or Recreational Facility for which a permit is required pursuant to this Chapter without obtaining such a permit, except where such activity is regulated by other provisions of this Code, such as Chapter 9.36. Nothing in this section shall require persons or entities to obtain a permit for Expressive Activities, where such activity is addressed by Chapter 9.36 of this Code.

F. All Park use permits must also comply with the Parks Policy adopted by the City Council by resolution as amended from time to time.

12.40.050 Sound standard.

A. In recognition of the rights of residents in the vicinity of Parks to enjoy the comfort of their homes in normal peace and quiet, as well as the right of citizens to enjoy a reasonable peace and quiet in appropriately designed Parks, the use of any radio receiving set, musical instrument, machine or device for producing or reproducing sound, or any device which produces noise in such a manner as to unreasonably disturb the peace, quiet, and comfort of persons is prohibited in all Parks, unless otherwise specified on a permit issued by the City.

12.40.055 Open Play Hours at the Capitola Bandstand

A. For purposes of this Section, "Open Play Hours" means between 9:00 a.m. through 12:00 p.m. on Saturdays and Sundays.

B. The sound limitations in this Chapter shall not apply to the use of musical instruments at the Capitola Bandstand at Esplanade Park during Open Play Hours, however amplification of any kind is not permitted.

12.40.060 Application for permit.

1. Any individual or group desiring to reserve any Park or Recreation Facility, or any portion thereof, pursuant to Section 12.40.040, shall apply to the city manager, or his/her

designee, in writing on a form approved by the city manager.

2. A complete application must be submitted to the city manager, or his/her designee, not less than seventy-two (72) hours prior to the desired reservation.

12.40.070 Criteria for denial.

The city manager, or his/her designee, shall deny a permit pursuant to the provisions of this Chapter if the city manager, or his/her designee, determines the application meets any of the following criteria:

A. The information contained in the application, or supplemental information provided, is not complete or is materially false or misleading.

B. The Applicant has failed to submit a complete application, supply satisfactory evidence of insurance, or has not remitted the fees or deposits as required by the Chapter.

C. The Park or Recreation Facility, or portion thereof, is unavailable for the period for which the permit is requested.

D. The area proposed for the Applicant's use or activity could not physically accommodate the number of participants expected to participate in a safe manner.

E. The proposed use, activity or event is not compatible with the uses established for the requested Park or Recreation Facility or portion thereof during the date or time requested, in that it unreasonably interferes with use of the Park by others.

F. The proposed use has a realistic potential to create a threat to the public health, safety or welfare, or to damage public property, which may not be adequately remedied by reasonable traffic control, barriers, and/or other safety measures.

G. The proposed use would require the diversion of public safety or other City employees from their normal duties so as to unreasonably reduce adequate levels of service to any other portion of the city, or the event will adversely affect the City's ability to reasonably perform municipal functions or furnish city services.

H. The proposed use, event or activity will have a substantial adverse environmental impact.

I. The proposed use would be in conflict with applicable provisions of any federal, state and/or local law.

J. The proposed use is commercial and not otherwise authorized by this Code.

12.40.080 Conditions of approval

Permits issued pursuant to this Chapter are subject to such reasonable conditions as the city manager or his/her designee may determine necessary to coordinate multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful uses, protect the safety of persons and property, ensure compliance with noise requirements set forth in Chapter 9.12, and to control vehicular and pedestrian traffic in and around the Park and/or Recreation Facility. These conditions may include conditions for waste management and restoration of the Park, environmental protection, conditions to ensure safe accommodation of an event's pedestrian and vehicular traffic, indemnification and hold harmless of the City, and reasonable designation of alternate sites, times, or dates in the event of conflict with available resources.

12.40.090 Permit holder responsibilities.

After a person obtains a permit pursuant to the provisions of this Chapter, that permit holder must:

1. Comply with all rules and regulations and all applicable City Ordinances as though the same were incorporated into the permit.
2. Comply with all conditions imposed by the permit.
3. Inform all attendees of the conditions of the permit and the applicable rules and regulations.
4. Make Permit available at the event site and shall be exhibited upon request of any City official.

12.40.100 Revocation of permit.

Any permit for the use of the premises shall contain a provision that the city manager or his/her designee shall have the power to revoke such permit and to require the immediate removal of all persons from said premises upon their finding:

- A. That the Applicant misrepresented or misstated any material fact in their application; or
- B. Applicant damaged City property or violated permit conditions; or
- C. That the activity or any significant part thereof taking place on said premises is contrary to State or local law or is endangering life and/or property.

12.40.110 Appeal of decision.

An Applicant may appeal the denial or revocation of a permit by the city manager or designee in accordance with the appeal process set forth in Chapter 2.52 of this Code.

12.40.120 Establishment of fees.

Application fees pursuant to this Chapter shall be established by Resolution of the City Council. Where an event organized pursuant to this Chapter requires City services or infrastructure, the Applicant shall pay such fees as may be established by resolution of the City Council for municipal services, including but not limited to public safety services, solid waste and recycling services, traffic control, and any other applicable fees. Additionally use of City buildings or facilities shall be subject to any use or rental fees established by the City.

12.40.130 Prohibited activity in Parks and Recreation Facilities.

The following activities are prohibited in any Park or Recreation Facility:

- A. Exclusive use of any Park or Recreation Facility without a permit therefor, or use of any Park or Recreation Facility by any group for which a permit is required without such permit;
- B. Commercial activities not otherwise authorized by this Code;
- C. Golf, except in designated areas;
- D. Motor-driven vehicles;
- E. Discharging weapons;
- F. Removal of turf, soil, grass, tree, shrub, or portion thereof; except as such work may be done by authorized City employees;
- G. Lighting or maintaining fires, except as otherwise permitted by this Code or posted notices in specific Parks, however UL or ASMI listed manufactured gas (LPG or NG) outdoor flame devices (such as gas BBQs or gas fire-pits) that comply with the Fire Code are permitted at Jade Street and Monterey Parks;
- H. Overnight use of parks, other than city-sponsored activities or other activities which have received a permit from the City to conduct such after-hours activities;
- I. Play or practice baseball or softball in areas not specifically designated for baseball and softball activities;
- J. To possess or consume alcoholic beverages, except as expressly permitted by the Department of Alcohol Beverage Control;
- K. To cause, create, encourage, or threaten to cause any disturbance which may reasonably result in injury or property damage, or disturb the peace, comfort and security of the park patrons or employees;

L. Off-leash dogs, except as designated pursuant to applicable park regulations; dogs shall be permitted on leash pursuant to Section 6.14.200.

M. Use of a Park or Recreation Facility in such a fashion as to violate a posted notice restricting that Park or Recreation Facility’s use to one or more specified recreational uses.

N. Bounce houses shall not be permitted at Esplanade Park.

O. Any activity that is contrary to applicable law or is endangering life and/or property.

12.40.140 Park and Recreation Facility regulations.

The city manager shall be and is authorized and directed to promulgate such rules and regulations that are consistent with and that further the terms of the requirements herein. The regulations may permit any of the activities prohibited in this chapter in any defined and prescribed area provided that a suitable area is set aside for such activity, and said areas are signed and posted, indicating the type of use permissible, and the rules applicable to said use, if any.

12.40.150 Park hours.

All Parks located in the City shall, except for areas otherwise posted, be closed from sunset (the time when the upper limb of the sun disappears below the sensible horizon as a result of the diurnal rotation of the earth) until six a.m. in the morning, unless explicitly extended in a permit issued by the City.

12.40.170 Penalty for violation.

Violations of this chapter may be enforced pursuant to any laws and remedies available to the City including, but not limited to, enforcement as a misdemeanor and/or public nuisance pursuant to Title 4 of this Code.

Nikki Bryant &
Sarah Ryan



2024 SPECIAL EVENTS & PARK REGULATIONS

Purpose

- Introduce the Special Event application process
- Introduce Park Regulation permitting process
- Create a comprehensive permitting system for public assemblies, events and use of City property

Special Events – Current Process

- Police Department issues SE permits
 1. *Major SE Permits - > 200 attendees and impacts to city services*
 2. *Minor SE Permits - < 200 attendees and minimal impacts to city services*

2023 Staff Issued 10 General SE Permits, 26 Minor SE Permits, and 5 Permits to the Art & Cultural Commission



10 Major Special Events

- Beyond the Flood Benefits Concert
- February Surfer's Path 10k/5k
- Capitola Art & Wine Festival
- May Surfer's Path Half Marathon
- Capitola Beach Festival
- Capitola Custom Classic Car Show
- Women on Waves
- Wharf to Wharf
- October Surfer's Path Wahine 10k/6k
- Oktoberfest



26 Minor Special Events

- Village Sip and Stroll (3 total)
- California Coast Classic Ride
- Operation Surf
- Veteran Surf Alliance Paddle Out
- Fill the Boot for Muscular Dystrophy
- Halloween Parade
- Skate-Tola
- Surfing Santa
- Walk for Angelman's Syndrome
- Food Truck Fridays Event at Monterey Park
- First Responder's Surf Contest
- AIDS/Lifecycle Bicycle Ride



Special Event Process

Current	Proposed Changes
Minor Event- no threshold specification	Minor Event- 75-200 people not requiring road closures.
General Event- no threshold specification	Major Event- more than 200 people requiring closure of “major” road.
No mention of constitutionally protected activity	Updated language to protect expressive activity protected by the First Amendment
No set fee schedule for special events	Council shall set special event application fees and cost recovery fees for services needed to support the event.
Encroachment Permit	Eliminated, determined not necessary based on the updated process.

Park Use Permit

- Currently first come first serve

Recreation manages field and court rentals

- The public inquires often on process for small gatherings and allowable equipment in parks (bounce houses, BBQ)
 - The Park Use permit would provide a procedure for renting portions of the City's parks for use by small groups up to 74 people and not “expressive activity”
 - The application packet will detail required information for renting and location options available for permit.
-



Britannia Arms
Of Capitola

Item 7 C.

Restroom

108

Monterey Ave

Bandstand Pavilion

Esplanade
Park

Not Permitted: Bounce
Houses or BBQ



Item 7 C.



Monterey Ave

y Ave

Union Elementary
School District

Monterey
Avenue Park

Item 7 C.

215

21

67

72

Fiscal Impact

- Staff is currently working on a fee study to update to the City's fee schedule. That updated fee schedule will include recommended billing rates for City resources associated with Special Events. Staff expects the fee study and schedule to be presented to Council this Spring.

Recommendation

- Introduce, by title only, waiving further reading of the text, an ordinance of the City of Capitola repealing and replacing Capitola Municipal Code Chapter 9.36 “Special Events” and Chapter 12.40 “Park Regulations” to create a comprehensive permitting system for public assemblies, events and use of City property.

Questions

Major Streets

38th Avenue, 41st Avenue, 42nd Avenue between Jade Street and Capitola Road, 45th Avenue, 47th Avenue between Portola Drive and Capitola Road, 49th Avenue between Capitola Road and Wharf Road, Bay Avenue, Capitola Avenue, Capitola Road, Clares Street, Cliff Drive, Esplanade (not including the portion of the Esplanade directly adjacent to Esplanade Park), Gross Road, Hill Street, Jade Street, Kennedy Drive, McGregor Drive, Monterey Avenue, Park Avenue, San Jose Avenue between Esplanade and Capitola Avenue, Stockton Avenue, and Wharf Road.

Capitola City Council

Agenda Report



Meeting: March 28, 2024

From: Public Works Department

Subject: Capitola Road Pavement Rehabilitation Project Completion

Recommended Action: 1) Accept as complete the Capitola Road Pavement Rehabilitation Project constructed by the McKim Corporation; 2) authorize the City Clerk to file and record a Notice of Completion; and 3) authorize the release of the contract retention of \$80,060.04 as prescribed in the contract.

Background: On July 27, 2023, the City Council approved the plans, specifications, and construction estimate for the Capitola Road Pavement Rehabilitation Project and authorized advertising for construction bids with an approved budget of \$1,700,000. Following this approval, the project was advertised, and bids were received on August 30, 2023. McKim Corporation submitted the lowest bid in the amount of \$1,881,272, and was staff was able to negotiate a total contract value of \$1,699,999.61. The City Manager executed the agreement with McKim Corporation on October 11, 2023.

Discussion: Construction of the project began in November 2023 and was completed in February 2024. During construction, Public Works staff worked with the contractor to minimize construction impacts and delays to the adjacent residential areas and determined that night work would be the best solution.

Fiscal Impact: The total available funding for construction of the project was \$1,736,000. Final McKim Corporation contract cost was \$1,601,201. The remaining \$98,799 was expended on pedestrian push button and intersection detection upgrades to enhance pedestrian and cyclist safety.

Attachments:

1. Project Cost Summary
2. Notice of Completion

Report Prepared By: Kailash Mozumder, Public Works Project Manager

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

Approved By: Jamie Goldstein, City Manager

Project Title : Capitola Road Pavement Rehabilitation Project 2023
Bid Opening : August 30, 2023 @11:00am

Item #	Bid Item	UNITS	BID QTY	Actual FINAL QTY	QTY Diff	Unit Cost	Bid Cost	Final Cost	Difference
1	Mobilization, Bonds & Insurance	LS	1	1	0	\$31,704.00	\$31,704.00	\$ 31,704	\$ -
2	Bicycle, Pedestrian & Traffic Control	LS	1	1	0	\$200,000.00	\$200,000.00	\$ 200,000	\$ -
3	Storm Water Pollution Control Program	LS	1	1	0	\$10,000.00	\$10,000.00	\$ 10,000	\$ -
4a	Cold Plane 4" HMA 41st-Clares	SF	112264	105637	-6627	\$1.40	\$157,169.60	\$ 147,892	\$ (9,278)
4b	Cold Plane 2" HMA Clares-30th	SF	63050	65666	2616	\$0.93	\$58,636.50	\$ 61,069	\$ 2,433
5a	Finish Paving 1/2" HMA, Type A (PG 64-10) 41st-Clares	TN	2994	2685.54	-308.46	\$155.22	\$464,728.68	\$ 416,850	\$ (47,879)
5b	Finish Paving 1/2" HMA, Type A (PG 64-10) Clares-30th	TN	793	900	107	\$180.00	\$142,740.00	\$ 162,000	\$ 19,260
6	Digout Remove & Replace 4" HMA 3/4" HMA	SF	52569	45851	-6718	\$6.03	\$316,991.07	\$ 276,482	\$ (40,510)
7	6" Deep Lift Stabilization (Allowance)	SF	3506	0	-3506	\$10.08	\$35,340.48	\$ -	\$ (35,340)
8	Prune & Remove Tree Roots Under HMA Repairs	SF	948	0	-948	\$5.49	\$5,204.52	\$ -	\$ (5,205)
9	Remove & Replace PCC Sidewalk	SF	186	487.75	301.75	\$32.96	\$6,130.56	\$ 16,076	\$ 9,946
10	Remove & Replace PCC Curb & Gutter	LF	40	90.5	50.5	\$153.23	\$6,129.20	\$ 13,867	\$ 7,738
11	Construct Caltrans Case C Curb Ramp	EA	10	10	0	\$8,000.00	\$80,000.00	\$ 80,000	\$ -
12	Install Blue RPM @ Hydrant	EA	6	9	3	\$12.00	\$72.00	\$ 108	\$ 36
13	Lower & Adjust Manhole Cover to Finish Grade	EA	27	27	0	\$1,300.00	\$35,100.00	\$ 35,100	\$ -
14	Lower & Adjust Water Valve Cover to Finish Grade	EA	24	24	0	\$925.00	\$22,200.00	\$ 22,200	\$ -
15	Lower & Adjust Survey Monument Cover to Finish Grade	EA	1	1	0	\$925.00	\$925.00	\$ 925	\$ -
16	Lower & Adjust Loop Detector Cover to Finish Grade	EA	1	1	0	\$925.00	\$925.00	\$ 925	\$ -
17	Thermoplastic Pavement Marking	LS	1	1	0	\$126,003.00	\$126,003.00	\$ 126,003	\$ -

Invoice 1		Invoice 2		Invoice 3		Invoice 4	
QTY Billed	Cost	QTY Billed	Cost	QTY Billed	Cost	QTY Billed	Cost
0.8	\$25,363	0.2	\$6,341		\$0		\$0
0.15	\$30,000	0.6	\$120,000	0.15	\$30,000	0.1	\$20,000
	\$0	1	\$10,000		\$0		\$0
	\$0	105637	\$147,892		\$0		\$0
	\$0	65666	\$61,069		\$0		\$0
	\$0	2685.54	\$416,850		\$0		\$0
	\$0	900	\$162,000		\$0		\$0
	\$0	45851	\$276,482		\$0		\$0
	\$0		\$0		\$0		\$0
	\$0		\$0		\$0		\$0
487.75	\$16,076		\$0		\$0		\$0
90.5	\$13,867		\$0		\$0		\$0
10	\$80,000		\$0		\$0		\$0
	\$0		\$0	9	\$108		\$0
13	\$16,900	14	\$18,200		\$0		\$0
12	\$11,100	12	\$11,100		\$0		\$0
	\$0	1	\$925		\$0		\$0
	\$0	1	\$925		\$0		\$0
	\$0		\$0	0.7	\$88,202	0.3	\$37,801

subtotal	\$1,699,999.61	\$1,601,200.78	\$ (98,799)
Invoice Totals		\$1,521,140.74	
Final Retention		\$80,060.04	

subtotal	\$193,306.76	subtotal	\$1,231,783.03	subtotal	\$118,310.10	subtotal	\$57,800.90
Invoice Amount	\$183,641.42	Invoice Amount	\$1,170,193.88	Invoice Amount	\$112,394.60	Invoice Amount	\$54,910.86
5% Retention	\$9,665.34	5% Retention	\$61,589.15	5% Retention	\$5,915.51	5% Retention	\$2,890.05

Summary	
Original Bid:	\$1,699,999.61
Changes:	-\$98,798.83
Final Cost:	\$1,601,200.78

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

NOTICE OF COMPLETION

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

PROJECT NAME: Capitola Road Pavement Rehabilitation Project

PROJECT DESCRIPTION: Road rehabilitation with pedestrian, bicycle, and ADA improvements to be constructed on property more particularly described as follows:

DESCRIPTION: Capitola Road

ADDRESS: 30th Ave to 41st Ave

APN: N/A

The work of the improvement was completed by:

CONTRACTOR: McKim Corporation

ADDRESS: 8505 Church Street, Unit 1, Gilroy, CA 95020

The work of the improvements was actually completed on the 21st day of February 2024 and accepted by the City Council of said City on the 28th day of March 2024.

Signature of City Clerk: _____
Julia Gautho, City Clerk

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

Jessica Kahn
Director of Public Works

Signed: _____

Date: _____

Capitola City Council

Agenda Report



Meeting: March 28, 2024

From: Public Works Department

Subject: City Hall and Police Department Backup Generator Project Completion

Recommended Action: 1) Accept as complete the City Hall and Police Department Backup Generator completed by Triad Electric, Inc.; 2) authorize the City Clerk to file and record a Notice of Completion; and 3) authorize the release of the contract retention of \$11,009.34 as prescribed in the contract.

Background: In March of 2021 the City was awarded a FY 2020-21 Community Power Resiliency allocation from the California Governor's Office of Emergency Services (Cal OES) in the amount of \$300,000. Initially, staff anticipated constructing solar panels and a battery backup system for City Hall. Staff bid the project in June of 2022 and did not receive any bids. In consultation with solar power installers, staff determined the roof of the building did not have sufficient surface area to support an effective solar system. Staff received approval from Cal OES to install a new emergency generator in lieu of the solar panel project.

Following this approval, the project was advertised, and bids were received on November 16, 2022. Triad Electric, Inc. submitted the lowest bid in the amount of \$197,200. On November 22, 2022, the City Council authorized the City Manager to execute the agreement with Triad Electric, Inc.

Discussion: Construction of the project began in November 2022 and was completed in February 2024. During the course of construction, four change orders were executed to install EV charging stations, improve connectivity to security cameras, and to modify the location of the transfer switch due to limited space within the electrical room.

Fiscal Impact: The total available funding for construction of the project was \$390,0000. Attachment 1 outlines the project cost summary. Final project cost was \$231,345.

Attachments:

1. Project Cost Summary
2. Notice of Completion

Report Prepared By: Kailash Mozumder, Public Works Project Manager

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

Approved By: Jamie Goldstein, City Manager

Project Title : City Hall and Police Department Backup Generator
 Bid Opening : November 16, 2022 @ 11am

Item #	Bid Item	UNITS	BID QTY	Actual FINAL QTY	QTY Diff	Unit Cost	Bid Cost	Final Cost	Difference	Invoice 1		Invoice 2		Invoice 3		Invoice 4		Invoice 5	
										QTY Billed	Cost	QTY Billed	Cost	QTY Billed	Cost	QTY Billed	Cost	QTY Billed	Cost
1	Generator Purchase	LS	1	1	0	\$112,000	\$112,000	\$ 112,000	\$ -	1	\$112,000		\$0		\$0		\$0		\$0
2	Mobilization	LS	1	1	0	\$8,600	\$8,600	\$ 8,600	\$ -		\$0		\$0		\$0	1	\$8,600		\$0
3	Generator Installation	LS	1	1	0	\$75,400	\$75,400	\$ 75,400	\$ -		\$0	0.35	\$26,390		\$0	0.4	\$30,160	0.25	\$18,850
4	Temporary Erosion Control	LS	1	1	0	\$1,200	\$1,200	\$ 1,200	\$ -		\$0		\$0		\$0	1	\$1,200		\$0
CO1	New Conduit & CAT 6 Security Cables	LS	1	1	0	\$7,548.48	\$7,548.48	\$ 7,548	\$ -		\$0		\$0	1	\$7,548		\$0		\$0
CO2	Upper EV Station & Bollards	LS	1	1	0	\$13,662	\$13,662	\$ 13,662	\$ -		\$0	1	\$13,662		\$0		\$0		\$0
CO3	Lower EV Station	LS	1	1	0	\$3,610	\$3,610	\$ 3,610	\$ -		\$0		\$0	1	\$3,610		\$0		\$0
CO4	Relocate Transfer Switch	LS	1	1	0	\$9,324.80	\$9,324.80	\$ 9,325	\$ -		\$0		\$0		\$0		\$0	1	\$9,325
subtotal						\$231,345.28	\$231,345.28	\$ -		subtotal	\$112,000	subtotal	\$40,052	subtotal	\$11,158	subtotal	\$39,960	subtotal	\$28,175
Invoice Totals							\$219,778.02			Invoice Amount	\$106,400.00	Invoice Amount	\$38,049.40	Invoice Amount	\$10,600.56	Invoice Amount	\$37,962.00	Invoice Amount	\$26,766.06
Final Retention							\$11,567.26			5% Retention	\$5,600.00	5% Retention	\$2,002.60	5% Retention	\$557.92	5% Retention	\$1,998.00	5% Retention	\$1,408.74

Summary	
Original Bid:	\$197,200.00
Changes Orders:	\$34,145.28
Final Cost:	\$231,345.28

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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NO RECORDING FEE IS REQUIRED PURSUANT TO GOVERNMENT CODE §27383

NOTICE OF COMPLETION

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PROJECT NAME: City Hall and Police Department Backup Generator

PROJECT DESCRIPTION: Road rehabilitation with pedestrian, bicycle, and ADA improvements to be constructed on property more particularly described as follows:

DESCRIPTION: Capitola Road

ADDRESS: 30th Ave to 41st Ave

APN: N/A

The work of the improvement was completed by:

CONTRACTOR: Triad Electric Inc.

ADDRESS: P.O. Box 1820, Capitola, CA 95010

The work of the improvements was actually completed on the 2nd day of February 2024 and accepted by the City Council of said City on the 28th day of March 2024.

Signature of City Clerk: _____
Julia Gautho, City Clerk

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

Jessica Kahn
Director of Public Works

Signed: _____

Date: _____

Capitola City Council

Agenda Report

Meeting: March 28, 2024

From: City Manager Department

Subject: Temporary/Seasonal Completion Bonus Offer



Recommended Action: Authorize a \$100 signing bonus and \$400 completion bonus for those temporary/seasonal employees who work at least 300 hours as part of the 2024 summer lifeguard season.

Background: The City of Capitola's summer lifeguard season typically involves onboarding an estimated 35 temporary/seasonal workers to fill Beach Lifeguard and Lifeguard Lieutenant roles. These roles staff the Junior Lifeguard program and provide public safety at Capitola Beach.

Discussion: The City of Santa Cruz also hires temporary/seasonal workers to staff the City's lifeguard program, however, their pay rate is significantly higher than the City of Capitola's. To competitively recruit and hire necessary temporary/seasonal workers, staff recommends implementing a new bonus program for the 2024 season. This would include a \$100 signing bonus for new temporary/seasonal workers and a \$400 completion bonus for all temporary/seasonal workers in Beach Lifeguard and Lifeguard Lieutenant roles who work at least 300 hours as part of the 2024 summer season. Not only will these bonuses allow for more competitive recruitment with our neighboring agency, but the completion bonus will serve as an incentive for temporary/seasonal workers to stay with the City until the end of the summer season. A typical temporary/seasonal lifeguard works about 400 hours total, and retention at the end of summer has been a challenge.

Fiscal Impact: Costs associated with the proposed adjustment are less than \$16,000. Staff estimates no more than 32 temporary/seasonal workers will qualify for both the \$100 signing and \$400 completion bonuses.

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

Reviewed By: Nikki Bryant LeBlond, Recreation Division Manager; Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

Capitola City Council

Agenda Report

Meeting: March 28, 2024
From: Public Works Department
Subject: Annual Cleanup Day Resolution



Recommended Action: Adopt a resolution declaring the second Saturday in May as an annual Santa Cruz County-wide Cleanup Day.

Background: On March 5, 2024, the City Council received a request to adopt a resolution declaring that the second Saturday of May would be a Santa Cruz Countywide Cleanup Day. During the regular City Council meeting on March 14, 2024, the City Council directed staff to prepare this resolution for consideration and adoption.

Discussion: The resolution has been adopted by the Santa Cruz County Board of Supervisors.

Fiscal Impact: None.

Attachments:

1. Resolution

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA
DECLARING THE SECOND SATURDAY OF EACH MAY AS
“SANTA CRUZ COUNTY CLEANUP DAY”**

WHEREAS, the County of Santa Cruz is renowned for its natural beauty and open spaces;
and

WHEREAS, the residents of the County have long been dedicated to protecting the beauty
of these natural resources; and

WHEREAS, the County has been a leader in environmental protection and policies that
reduce waste and help keep litter from impacting the local environment; and

WHEREAS, the County, in partnership with Pitch-In Santa Cruz County, has participated in
organized community clean-ups, volunteer engagement, and partnerships with other local
governments in a citizen-led effort to protect the County’s natural beauty from litter; and

WHEREAS, the City of Capitola believes that a countywide cleanup day is an effective way
to engage the community in cleaning up litter from parks, streets, creeks, levees, beaches, and other
public spaces to improve the overall cleanliness of the County, and encourage residents, businesses,
and community organizations to participate in the Countywide Cleanup Day; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Capitola
that the second Saturday of May of each year is known as “Santa Cruz County Cleanup Day.”

I HEREBY CERTIFY that the foregoing Resolution was passed and adopted by the City
Council of the City of Capitola on the 28th day of March, 2024, by the following vote:

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

Kristen Brown, Mayor

ATTEST:

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: March 28, 2024

From: City Manager Department

Subject: Santa Cruz Mile Buoy



Recommended Action: Authorize the Mayor to sign a letter of opposition to the United States Coast Guard's proposed removal of the Santa Cruz Lighted Whistle Buoy, aka "Mile Buoy."

Background: In early March 2024, the United States Coast Guard District 11 issued a Local Notice to Mariners indicating the Santa Cruz Lighted Whistle Buoy is being proposed for removal and replacement with a Virtual AIS Aid to Navigation. Comments on the proposed renewal are requested by April 3, 2024.

During the March 14, 2024, City Council meeting, the City Council directed staff to prepare a letter of opposition to the removal of the Santa Cruz Mile Buoy.

Fiscal Impact: None.

Attachments:

1. Letter

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager



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

Website: <http://www.cityofcapitola.org>

United States Coast Guard District 11
ATTN: LTJG Samantha Hu
Coast Guard Island Building 50-2
Alameda, CA 94501-5100

March 28, 2024

Letter of Opposition to the Proposed Removal of the Santa Cruz Lighted Whistle Buoy SC (LLNR 4080)

Dear Lieutenant Junior Grade Hu,

The Pacific Ocean's waters along the Santa Cruz coast are a community asset and provide both opportunities and the environment for commercial, recreational, research, and educational aquatic activities. Thousands of residents, visitors, and commercial operators use and enjoy the waters along the Santa Cruz coast every year, and the City of Capitola greatly benefits from this tourism.

Santa Cruz County has a rich history of countless children and adults learning basic boating and navigation skills in the waters between the Santa Cruz Mile Buoy and the shoreline. During heavy weather and emergencies at sea, mariners may not be able to program and operate small electronic devices and should be able to rely on available audible and visual aids for safe navigation.

Weather and sea conditions frequently combine to create hazardous conditions for boaters, paddlers, swimmers, and surfers with varying degrees of experience and ability. The Santa Cruz Mile Buoy serves as the only physical reference point visible from the shore and is usable for directing rescuers to victims and distressed vessels. The Mile Buoy serves as a safety demarcation between the open ocean and calmer, near-shore waters. The City of Capitola believes the Santa Cruz Mile Buoy is critical and indispensable to the safety of all mariners navigating waters along the Santa Cruz coastline.

The City of Capitola opposes the United States Coast Guard's proposed removal of the Santa Cruz Lighted Whistle Buoy (LLNR 4080), known locally as the "Mile Buoy," and urges the Coast Guard to continue to maintain its aids to navigation as essential infrastructure for the safety of mariners.

Sincerely,

Kristen Brown
Mayor of the City of Capitola

Capitola City Council

Agenda Report



Meeting: March 28, 2024

From: Public Works Department

Subject: Proposed Expansion of Marine Protected Areas

Recommended Action: Authorize the Mayor to sign a letter opposing, unless amended, the petition pending at the California Fish and Game Commission, which modifies the California Marine Protected Areas Network to expand the Natural Bridges State Marine Reserve and establish a new Marine Protected Area at or near Pleasure Point.

Background: In 2023, a petition was submitted to the California Fish and Game Commission by the Environment California Research and Policy Center, a nonprofit political organization that lobbies for environmental legislation, and Azul, a Bay Area-based ocean conservation non-governmental organization, to modify the California Marine Protected Area Network to provide enhanced protections for the state's resilient kelp forests. The proposal includes the expansion of Natural Bridges State Marine Reserve (SMR) and the establishment of a no-take new Marine Protected Area (MPA) at or near Pleasure Point.

During the City Council meeting held on March 14, 2024, Mayor Brown requested that staff draft a letter expressing opposition to the expansion of the Natural Bridges SMR and establishment of a new MPA at or near Pleasure Point for the City Council's consideration.

Discussion: In the petition, Environment California has also proposed the creation of a Pleasure Point State Marine Conservation Area (MCA) as an alternative to an MPA. This alternative would allow for recreational hook-and-line fishing and spearfishing, striking a balance between kelp forest protection and recreation and low-impact subsistence fishing.

Staff recommends submitting the attached letter to the California Fish and Game Commission opposing the current petition, unless amended to propose a new MPA rather than MCA near Pleasure Point, preserving recreational activities while promoting environmental sustainability.

Fiscal Impact: None.

Attachments:

1. Draft Letter

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



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

Website: <http://www.cityofcapitola.org>

California Fish and Game Commission
P.O. Box 944209
Sacramento, CA 94244-2090

March 28, 2024

Opposition to Proposed Modifications to the California Marine Protected Area Network

Dear President Sklar and Honorable Commissioners,

I am writing to express our opposition to the Environment California Research & Policy Center's petition to modify the California Marine Protected Areas Network to expand the Natural Bridges State Marine Reserve and establish a new Marine Protected Area (MPA) at or near Pleasure Point, unless the petition is amended to allow for recreational hook-and-line fishing and spearfishing.

While we recognize the critical importance of nearshore kelp forests and the Marine Life Protection Act's adaptive management process, we believe the current proposal unfairly restricts access to public resources. Recreational fishing is a popular activity in northern Monterey Bay, and the proposed expansion would hinder the ability of residents and visitors to enjoy this coastal area.

Moreover, the expansion plan raises concerns about the economic impact on Santa Cruz County. Surfing, diving, and fishing are major draws for tourism, generating revenue for local businesses. Restricting access to these activities could negatively affect the economic well-being of our community.

In conclusion, we opposed the current petition to propose a new Pleasure Point State Marine Conservation Area unless amended to allow for recreational hook-and-line fishing and spearfishing. We urge you to consider the importance of this amendment, which would effectively balance kelp forest protection with the needs of our community.

We remain committed to collaborating with you to find a solution that safeguards the marine environment while ensuring continued public access and economic prosperity for Santa Cruz County.

Thank you for your time and consideration.

Sincerely,

Kristen Brown, Mayor
City of Capitola

Capitola City Council

Agenda Report

Meeting: March 28, 2024

From: Recreation Department

Subject: Resolution Adopting Parks Policy



Recommended Action: Adopt a resolution adopting a City Parks Use Policy and direct staff to return to the City Council with amendments to the fee schedule to reflect proposed park use 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, or opens the City to liability when the public brings risky equipment for their gatherings. During the March 14, 2024, City Council meeting, staff brought forward a draft ordinance for City Council consideration to address these issues.

On March 14, 2024, the City Council introduced 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). If the event requesting exclusive use of one of the City's parks would be considered "expressive activity," it would instead be subject to the City's special events permitting requirements. The City Council requested that 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.

Discussion: At the March 14, 2024, meeting, the City Council requested that the Municipal Code provide for the creation of a Parks Use Policy whereby the City Council may review and approve which areas of City parks may be reserved for exclusive use under Chapter 12.40.

The proposed Park Use Policy provides the public with additional clarity on the spaces available for permits, capacity for each park space, and terms and conditions of use. The benefit of this Parks Policy is that it allows staff to make administrative changes to the park use permit process in response to the changing landscape of parks or unforeseeable issues without adjustment to the Municipal Code. Members of the public who inquire about reserving a park space will receive the "Capitola Reservable Park Area Packet", Attachment 2, which includes the policy, fees, maps of locations, and terms of use.

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 policy, fees, maps of locations, and terms 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 Policy
- 2) Sample Capitola Reservable Park Area Packet for public dissemination

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 Permit Use Policy

Number: TBD

Issued: March 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
- Esplanade Park
 - Lawn – Capacity of 50
- McGregor Park
 - Seating Area – Capacity of 20
- 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, provides illustrations of the spaces within each Park available for reservation and exclusive use pursuant to this Policy and Section 12.40 of the Capitola Municipal Code.

Park use permit fees will be established by City Council resolution. In addition to rental permit fees for the parks listed above, there are the following additional considerations.

1. Bounce House Permit: 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 Esplanade Park or McGregor Park.
2. Rental Details: 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.

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. Full payment is required when the reservation is made.
- iii. 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.
- iv. Reservation cancellations must be made in writing and are subject to the refund policy.

B. Park Rental Permit Specifications

- i. Capitola park areas, specified above and as may be amended, 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. An amplified sound permit, pursuant to Capitola Municipal Code Chapter 9.12, is required for any event using the following devices: public address systems, speaker systems, live music, and amplification.
- iv. 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 require a permit.
- v. A copy of the permit shall be available upon request by any City official during the park reservation.

C. General Conditions

- i. Groups of 12 or more individuals, where a majority of participants are under 18 years of age must be chaperoned at a ratio of one adult (over 18 years) to 12 minors.
- ii. Commercial activity is not permitted. (Capitola Municipal Code § 12.40.030(E).)
- iii. Permittees may decorate the reserved space, however, decorating materials may only include the following: light adhesive, removable tape (i.e. poster tape or painter's tape, zip ties, twine, or florist wire. Use of staples, tacks, nails, or screws, are not permitted.
- iv. Balloons and Confetti: Only biodegradable balloons and confetti are permitted in City Parks. Biodegradable balloons and confetti only. Releasing balloons and throwing rice are not permitted. .
- v. Portable barbecues must be manufactured gas outdoor flame devices that comply with the Fire Code and are only permitted at Jade Street and Monterey Park.
- vi. The Recreation Department may require insurance for activity that is deemed to be high-risk. Bounce house use will require insurance.
- vii. The City of Capitola is not responsible for items left, lost, or stolen.
- viii. Overnight storage is not permitted. If rental equipment is used, the permittee must arrange for it to be delivered and removed on the same day as the reservation.
- ix. 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.
- x. The City Manager or designee is authorized to refuse or revoke any use permit pursuant to Capitola Municipal Code sections 12.40.707 and 12.40.100.
- xi. The permittee is responsible for general set up and clean-up of premises. All trash and recycling materials should be placed in the provided receptacles. The permittee must also

remove all decorations and personal items and clean up spilled food by the end of the reservation. The reserved area must be restored to pre-use conditions. Set up and clean up may only take place within the reservation timeframe.

- xii. Smoking and vaping are prohibited in City of Capitola Parks.
- xiii. Permits issued pursuant to this Policy and Capitola Municipal Code section 12.40 are non-transferrable and may only be used by the named permittee.
- xiv. 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.
- xv. 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. If a cancellation is requested more than two weeks before the reservation date, the City will provide a 90% refund.
- ii. If a cancellation is requested 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 the refund amount.
- iv. No refund will be provided if the park permit is revoked.
- v. The permittee shall be responsible for any damage to the reserved area or grounds during the reservation or in the event the reserved area requires additional clean-up.
- vi. Permittees shall 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.

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 Park, 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 Park Facility.
- 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 Park is contingent upon compliance with this Policy and the City's Municipal Code and that permission may be revoked at any time upon failure of persons attending the function or activity to fully comply with this Policy or the Capitola Municipal Code.
- 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.

This policy is approved and authorized by Resolution No. XXXX:

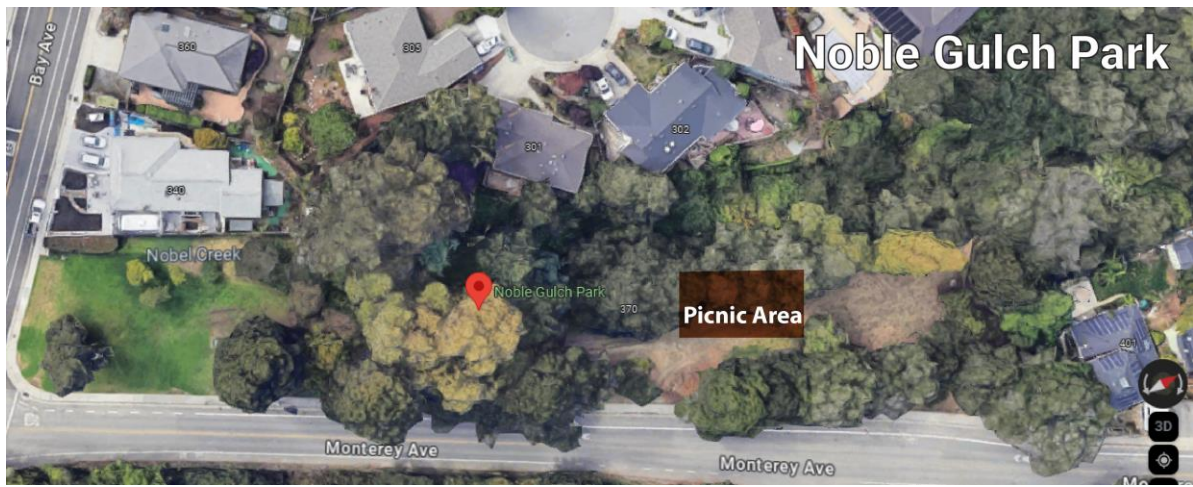
Jamie Goldstein, City Manager

Exhibit A

Areas shaded in red are 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 Rental Fees

Park Space	Capacity	Hourly Rate Resident/Nonresident	Amenities
Jade Street Park			
A3 Lawn	30	\$12.00/\$15.00	Public Bathrooms Playground
Patio Lawn	30	\$13.00/\$16.25	Public Bathrooms Community Center Patio (additional rental) Playground
Soccer Lawn 1	74	\$15.00/\$18.75	Public Bathrooms
Soccer Lawn 2	74	\$15.00/\$18.75	Public Bathrooms
Monterey Avenue Park			
Dugout Picnic Tables	40	\$17.00/\$21.25	Picnic Tables Water Fountain
School Side Lawn	40	\$13.00/\$16.25	Water Fountain
Soccer Lawn 1	74	\$15.00/\$18.75	Water Fountain
Noble Gulch Park			
Creekside Picnic Tables	40	\$17.00/\$21.25	Picnic Tables
Esplanade Park			
Lawn	50	\$25.00/\$31.25	Public Bathrooms
McGregor Park			
Seating area	20	\$13.00/\$16.25	Public Porta Potty Skate/Bike/Dog park
Soquel Creek Park/ Peery Park/ Cortez Park			
<i>Not reservable</i>			
The Park at Rispin Mansion			
<i>Under Construction</i>			

Bounce House Permit: \$10 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 Esplanade Park or McGregor Park.

Rental Details: 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.

Resident: A resident resides within the City of Capitola and the Soquel Union Elementary School District. A non-resident resides within the rest of Santa Cruz County or outside of the County.



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. Full payment is required when the reservation is made.
- iii. 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.
- iv. 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. An amplified sound permit is required for any event using the following devices: public address systems, speaker systems, live music, and amplification.
- iv. Use of equipment requiring a power source or erect a structure larger than 100 square feet or taller than 10 feet in a Park shall obtain a permit.
- v. A copy of the permit shall be available upon request by any City official during the park reservation.

C. General Conditions

- i. Groups of 12 or more individuals, where a majority of participants are under 18 years 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, or screws.
- 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.
- 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.



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- 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. The permittee shall be responsible for any damage to the reserved area or grounds during the reservation or in the event the reserved area requires additional clean-up.
- vi. 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.

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 Park Facility, 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 Park Facility.

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



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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 Park Facility 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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Areas in City of Capitola parks available for Reservation

Areas shaded in red available for reservation.





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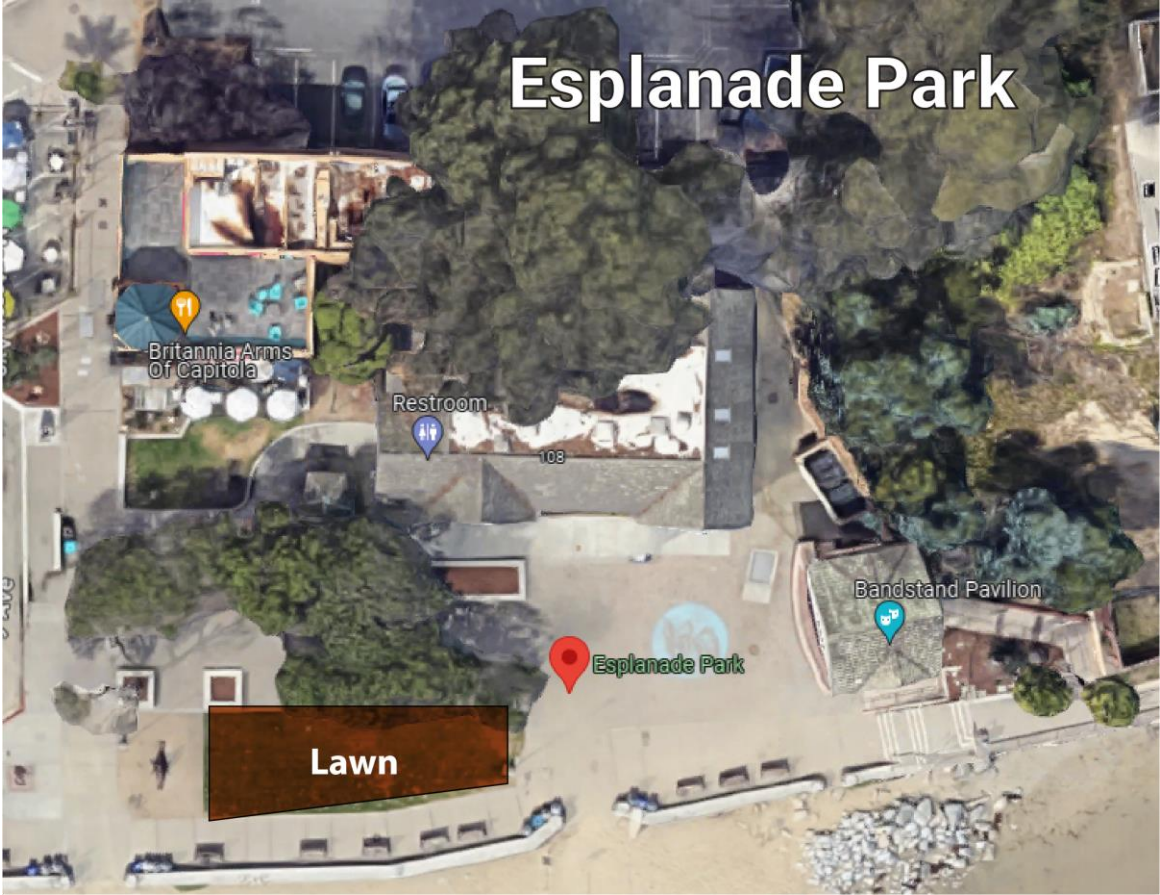
Areas in City of Capitola parks available for rent (cont.)





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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**



Item 8 A.

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Park Permit Policy



BACKGROUND

- City's parks currently operate on a first-come first-serve basis
 - Exception: Athletic Fields & Courts
- No process for the public to host small group gatherings (birthday parties, memorials)
 - Conflict among the public
 - Liability for City: BBQ, Bounce Houses
- March 14, 2024, Council introduced an ordinance repealing and replacing Capitola Municipal Code 12.40
 - Creating a process for the public to reserve park spaces



DISCUSSION

- City Council modified proposed code to provide for a Parks Use Policy
- Benefit of Parks Policy is it allows City to make changes in response to changing landscape or unforeseeable issues more easily
- An individual with a reservation request will receive “Capitola Reservable Park Area Packet”
 - Includes fees, maps, terms of use



Park Space	Capacity	Hourly Rate Resident/Nonresident	Amenities
Jade Street Park			
A3 Lawn	30	\$12.00/\$15.00	Public Bathrooms Playground
Patio Lawn	30	\$13.00/\$16.25	Public Bathrooms Community Center Patio (additional rental) Playground
Soccer Lawn 1	74	\$15.00/\$18.75	Public Bathrooms
Soccer Lawn 2	74	\$15.00/\$18.75	Public Bathrooms
Monterey Avenue Park			
Dugout Picnic Tables	40	\$17.00/\$21.25	Picnic Tables Water Fountain
School Side Lawn	40	\$13.00/\$16.25	Water Fountain
Soccer Lawn 1	74	\$15.00/\$18.75	Water Fountain

Noble Gulch Park			
Creekside Picnic Tables	40	\$17.00/\$21.25	Picnic Tables
Esplanade Park			
Lawn	50	\$25.00/\$31.25	Public Bathrooms
McGregor Park			
Seating area	20	\$13.00/\$16.25	Public Porta Potty Skate/Bike/Dog park
Soquel Creek Park/ Peery Park/ Cortez Park			
Not reservable			
The Park at Rispin Mansin			
Under Construction			





FISCAL IMPACT

- The City's current fee schedule does not set park space rental fee.
- Staff will return with an amendment to the adopted fee schedule to reflect proposed park use fees.



RECOMMENDED ACTION

Approve a resolution adopting a City Park Use Policy and direct staff to return to the City Council with amendments to the fee schedule to reflect proposed park use fees.



Questions



Capitola City Council

Agenda Report

Meeting: March 28, 2024

From: Police Department

Subject: Automated License Plate Reader Cameras



Recommended Action: Authorize the City Manager to execute a 24-month Master Services Agreement for the lease of 10 Automated License Plate Reader cameras from Flock Group, Inc. (Flock) in an amount not to exceed \$68,350 (\$36,350 at signing and annual recurring at \$32,000).

Background: Camera technology and its application towards public safety and awareness has evolved and has become fiscally achievable for many agencies in California. Over the past few years, cameras, and Automated License Plate Reader (ALPR) technology have been used by police agencies to help solve crimes, especially those where an automobile has been used. Traditional ALPR systems included expensive fixed camera locations or mobile devices mounted in patrol cars. ALPR technology has continued to evolve and has become less cost-prohibitive.

Currently, still images and video from public and private security systems are critical tools in investigating and gathering information about crime incidents. Capitola's police officers often make multiple visits to businesses and residences after an incident, particularly a violent crime, in search of camera images or video that will help identify suspect vehicles, suspects, and other elements of the crime.

Discussion: The Flock ALPR System is a deployment of cameras throughout an area to provide greater coverage and more detailed information for law enforcement. The Flock Agreement includes 10 cameras which can be spread throughout the city. Flock cameras capture date, time, location, license plates, vehicle details, and other objects. Flock cameras do not include any facial recognition capabilities.

There are key differences between Flock and other ALPR companies. Most notably, they are the only company that leases ALPR services and provides all system maintenance. Another difference is that these cameras capture the motion of objects instead of just license plate information.

Additional benefits of Flock include a two-year warranty, an annual flat rate lease per camera of \$3,000, wireless capability, and the option for solar or direct power. This system is Criminal Justice Information Services (CJIS) compliant, offers cloud-based hosting, unlimited user licenses, ongoing software enhancements, camera setup, mounting, shipping, handling, and a cellular connection. Lastly, this lease program prevents the City from being burdened with maintaining costly equipment at the end of the agreement, which could require equipment replacement and additional costs.

Since Flock is the sole manufacturer and developer of the Flock Safety Camera, and they are the only vendor who leases ALPR cameras, there are no local vendors available to provide this service.

Legal Considerations: Civil Code section 1798.90 *et seq* regulates the use of ALPR cameras. Among other things, the provisions therein address privacy concerns by requiring ALPR users to:

- Maintain reasonable security procedures and practices to protect ALPR information from unauthorized access, destruction, use, modification, or disclosure (Civ. Code § 1798.90.51(a); 1798.90.53(a).)
- Implement a usage and privacy policy to ensure that collection, use, maintenance, sharing and dissemination of ALPR information is consistent with individuals' privacy and civil liberties. The

usage and privacy policy shall be available to the public in writing and must be posted conspicuously on the City's website. (Civil Code § 1798.90.51(b)(1); 1798.90.53(b)(1).) Civil Code section 1798.90.53(b)(2) specifically lists certain requirements for elements of the usage and privacy policy.

The Civil Code also states that public agencies may not sell, share, or transfer ALPR information, except to another public agency, and only as otherwise permitted by state law. (Civ. Code § 1798.90.55.)

In 2020, the California State Auditor conducted an audit of four law enforcement agencies to evaluate privacy concerns that may arise from ALPR use. The four agencies were the Fresno Police Department, Los Angeles Police Department, Marin County Sheriff's Office, and Sacramento County Sheriff's Office. The audit found that having clear guidelines governing the use of ALPR data will better protect the privacy of residents.

The Police Department created Police Policy 426 governing its use of Automated License Plate Readers addressing the requirements listed in Civil Code section 1798.90.5 *et seq.* This policy includes a requirement to conduct an annual audit, lists restrictions on the release of the data, and requires training for officers in the use of the ALPR system. Section 426.2 states that "The Capitola Police Department does not permit the sharing of ALPR data gathered by the City or its contractors/subcontractors for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code §7282.5; Government Code §7284.2 *et seq.*)—these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB)." This policy is included as Attachment 2. The Policy does not allow for proactive monitoring of ALPR cameras, and only allows their use in the context of solving reported criminal activity.

Fiscal Impact: If approved, the 10 Automated License Plate Reader (ALPR) Cameras will be leased in an amount not to exceed \$68,350. The funding for this request will be covered by the State of California Supplemental Law Enforcement Services Fund (SLESF) for two years. The Police Department is exploring grant opportunities for future funding needs.

Attachments:

1. Master Services Agreement – Flock/Capitola PD
2. Policy 426 - ALRP
3. City Sole Source Letter

Report Prepared By: Andrew Dally, Chief of Police

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 18 day of March 2024. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“*Order Form*”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the *Order Form*. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“*Permitted Purpose*”).

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“*Retention Period*”). Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“*Service Suspension*”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock

is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own

proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or

otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and

Flock shall not charge customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT

ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's

rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the

terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____
ATTN: _____
EMAIL: _____

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Flock Safety + CA - Capitola PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Jeffrey Lents
jeff.lents@flocksafety.com
480 621 2406

Company Overview

Item 8 B.

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety's public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

<p>Simplified Search</p>	<p>Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include:</p> <ul style="list-style-type: none"> ● Vehicle make ● Body type ● Color ● License plates <ul style="list-style-type: none"> ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
<p>National and Local Sharing</p>	<p>Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases:</p> <p style="text-align: center;"> <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i> </p>
<p>Real-time Alerts</p>	<p>Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.</p>
<p>Interactive ESRI Map</p>	<p>View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.</p>
<p>Vehicle Location Analysis</p>	<p>Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.</p>

Out-of-Box Software Features (Continued)

Item 8 B.

Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition

Item 8 B.

The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.*

*Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department

Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
<p>Fixed, infrastructure-free LPR camera designed for permanent placement.</p> <p>√ 1 Standard LPR Camera</p> <p>√ Unlimited LTE data service + Flock OS platform licenses</p> <p>√ 1 DOT breakaway pole</p> <p>√ Dual solar panels</p> <p>√ Permitting, installation, and ongoing maintenance</p>	<p>Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs.</p> <p>√ 1 LPR Camera</p> <p>√ Unlimited LTE data service + software licenses</p> <p>√ 1 portable mount with varying-sized band clamps</p> <p>√ 1 Charger for internal battery</p> <p>√ 1 hardshell carrying case</p>	<p>Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates.</p> <p>√ 1 Long-Range LPR Camera</p> <p>√ Computing device in protective poly case</p> <p>√ AC Power</p> <p>√ Permitting, installation, and ongoing maintenance</p>

Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.

Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	<p>We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge.</p> <p><i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i></p>
Public Relations	<p>Government Affairs</p> <p>Get support educating your stakeholders, including city councils and other governing bodies.</p> <p>Media Relations</p> <p>Share crimes solved in the local media with the help of our Public Relations team.</p>

flock safety

EXHIBIT A ORDER FORM

Customer: CA - Capitola PD
 Legal Entity Name: CA - Capitola PD
 Accounts Payable Email: ap@ci.capitola.ca.us
 Address: 422 Capitola Ave Capitola, California 95010

Initial Term: 24 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$32,000.00
Flock Safety Flock OS			
FlockOS™ - Community	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon @	Included	9	Included
Flock Safety Falcon @ LR	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	5	\$750.00
Professional Services - Advanced Implementation Fee (Falcon LR)	\$1,000.00	1	\$1,000.00
Subtotal Year 1:			\$36,350.00
Annual Recurring Subtotal:			\$32,000.00
Estimated Tax:			\$0.00
Contract Total:			\$68,350.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Billing Schedule

Item 8 B.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$36,350.00
Annual Recurring after Year 1	\$32,000.00
Contract Total	\$68,350.00

*Tax not included

Product and Services Description

Item 8 B.

Flock Safety Platform Items	Product Description	Terms
FlockOST™	Flock Safety's situational awareness operating system.	
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.
Flock Safety Falcon® LR	A long-range infrastructure-free license plate reader camera designed for high speed vehicles that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC alerts sent to Shared Agencies	Alert sent to any shared community Law Enforcement agency when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

Item 8 B.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: CA - Capitola PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Automated License Plate Readers (ALPRs)

Effective Date:	
Revised Date:	
Issuing Authority: Chief of Police	

426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained using Automated License Plate Reader (ALPR) technology.

426.2 POLICY

The policy of the Capitola Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public view.

The Capitola Police Department does not permit the sharing of ALPR data gathered by the city or its contractors/subcontractors for purpose of federal immigration enforcement, pursuant to the California Values Act (Government Code §7282.5; Government Code § 7284.2 et seq) – these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).

426.3 DEFINITIONS

- (a) **Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- (b) **ALPR Operator:** Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.
- (c) **ALPR Administrator:** The Administration Captain or the Chief's designee, serves as the ALPR Administrator for the Department.
- (d) **Hot List:** A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, CA DMV, Local BOLO's, etc.
- (e) **Vehicles of Interest:** Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.
- (f) **Detection:** Data obtained by an ALPR of an image (such as a license plate) within public view that was read by the device, including potential images (such as the plate and description of

Automated License Plate Readers (ALPRs)

vehicle on which it was displayed), and information regarding the location of the ALPR system at the time of the ALPR's read.

(g) **Hit:** Alert from the ALPR system that a scanned license plate number may be in the National Crime Information Center (NCIC) or other law enforcement database for a specific reason including, but not limited to, being related to a stolen car, wanted person, missing person, domestic violation protective order or terrorist-related activity.

426.4 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates along with the vehicle make, model, color and unique identifiers through the Capitola Police Department's ALPR's system and the vendor's vehicle identification technology. The technology is used by the Capitola Police Department to convert data associated with vehicle license plates and vehicle descriptions for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction, and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Captain. The Administrative Captain will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

All data collected by ALRP technology is downloaded to the CJIS complaint cloud-based server housed and maintained by Flock Safety.

426.5 ALPR ADMINISTRATOR

The Administrative Captain shall be responsible for compliance with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) Only properly trained sworn officers, crime analysts, and police assistants are allowed access to the ALPR system or to collect ALPR information.
- (b) Ensuring that training requirements are completed for authorized users.
- (c) ALPR system monitoring to ensure the security of the information and compliance with applicable privacy laws.
- (d) Ensuring that procedures are followed for system operators and to maintain records of access in compliance with Civil Code § 1798.90.52.
- (e) The title and name of the current designee in overseeing the ALPR operation is maintained.
- (f) Continually working with the Custodian of Record (Records Manager) on the retention and destruction of ALPR data.

Automated License Plate Readers (ALPRs)

- (g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

426.6 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

- (a) An ALPR shall only be used for official law enforcement business.
- (b) An ALPR shall be used for active criminal investigations: reasonable suspicion or probable cause is not required before using an ALPR.
- (c) Partial license plates and unique vehicle descriptions reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.
- (d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.
- (e) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert. Once an alert is received, the operator should confirm that the observed license plate from the system matches the license plate of the observed vehicle. Before any law enforcement action is taken because of an ALPR alert, the alert will be verified through a CLETS inquiry via MDC or through Dispatch. Members will not take any police action that restricts the freedom of any individual based solely on an ALPR alert unless it has been validated. Because the ALPR alert may relate to a vehicle and may not relate to the person operating the vehicle, officers are reminded that they need to have reasonable suspicion and/or probable cause to make an enforcement stop of any vehicle. (For example, if a vehicle is entered into the system because of its association with a wanted individual, Officers should attempt to visually match the driver to the description of the wanted subject prior to making the stop or should have another legal basis for making the stop.)
- (f) Hot Lists. Designation of hot lists to be utilized by the ALPR system shall be made by the ALPR Administrator or his/her designee. Hot lists shall be obtained or compiled from sources as may be consistent with the purposes of the ALPR system set forth in this Policy. Hot lists utilized by the Department's LPR system may be updated by agency sources more frequently than the Department may be uploading them and thus the Department's LPR system will not have access to real time data. Occasionally, there may be errors in the LPR system's read of a license plate. Therefore, an alert alone shall not be a basis for police action (other than following the vehicle of interest). Prior to initiation of a stop of a vehicle or other intervention based on an alert, Department members shall undertake the following:
 - (a) **Verification of status on a Hot List.** An officer must receive confirmation, from a Capitola Police Department Communications Dispatcher or other department computer device, that the license plate is still stolen, wanted, or otherwise of interest before proceeding (absent exigent circumstances).

Automated License Plate Readers (ALPRs)

- (b) **Visual verification of license plate number.** Officers shall visually verify that the license plate of interest matches identically with the image of the license plate number captured (read) by the LPR, including both the alphanumeric characters of the license plate, state of issue, and vehicle descriptors before proceeding. Department members alerted to the fact that an observed motor vehicle's license plate is entered as a Hot Plate (hit) in a specific BOLO (be on the lookout) list are required to make a reasonable effort to confirm that a wanted person is actually in the vehicle and/or that a reasonable basis exists before a department member would have a lawful basis to stop the vehicle.
- (c) Department members will clear all stops from hot list alerts by indicating the positive ALPR Hit, i.e., with an arrest or other enforcement action. If it is not obvious in the text of the call as to the correlation of the ALPR Hit and the arrest, then the Department member shall update with the Communications Dispatcher and original person and/or a crime analyst inputting the vehicle in the hot list (hit).
- (d) General Hot Lists (SVS, SFR, and SLR) will be automatically downloaded into the ALPR system a minimum of once a day with the most current data overwriting the old data.
- (e) All entries and updates of specific Hot Lists within the ALPR system will be documented by the requesting Department member within the appropriate general offense report. As such, specific Hot Lists shall be approved by the ALPR Administrator (or his/her designee) before initial entry within the ALPR system. The updating of such a list within the ALPR system shall thereafter be accomplished pursuant to the approval of the Department member's immediate supervisor. The hits from these data sources should be viewed as informational; created solely to bring the officers attention to specific vehicles that have been associated with criminal activity.
 - (a) All Hot Plates and suspect information entered the ALPR system will contain the following information as a minimum:
 - (a) Entering Department member's name
 - (b) Related case number
 - (c) Short synopsis describing the nature of the originating call
- (f) Training. No member of this Department shall operate ALPR equipment or access ALPR data without first completing Department-approved training.
- (g) Login/Log-Out Procedure. To ensure proper operation and facilitate oversight of the ALPR system, all users will be required to have individual credentials for access and use of the systems and/or data, which has the ability to be fully audited.

426.7 PERMITTED/IMPERMISSIBLE USES

The ALPR system, and all data collected, is the property of the Capitola Police Department. Department personnel may only access and use the ALPR system for official and legitimate law

Automated License Plate Readers (ALPRs)

enforcement purposes consistent with this Policy. The following uses of the ALPR system are specifically prohibited:

- (a) Anyone who engages in an impermissible use of the ALPR system or associated scan files, or hot lists may be subject to criminal prosecution, civil liability, and/or administrative sanctions, up to and including termination, pursuant to and consistent with the relevant collective bargaining agreements and Department policies.
- (b) First Amendment Rights: It is a violation of this policy to use the LPR system or associated scan files or hot lists for the purpose or known effect of infringing upon First Amendment rights.
- (c) Invasion of Privacy: Except when done pursuant to a court order such as a search warrant, is a violation of this Policy to utilize the ALPR to record license plates except those of vehicles that are exposed to public view (e.g., vehicles on a public road or street, or that are on private property but whose license plate(s) are visible from a public road, street, or a place to which members of the public have access, such as the parking lot of a shop or other business establishment).
- (d) Harassment or Intimidation: It is a violation of this Policy to use the ALPR system to harass and/or intimidate any individual or group.
- (e) Use Based on a Protected Characteristic: It is a violation of this policy to use the LPR system or associated scan files or hot lists solely because of a person's, or group's race, gender, religion, political affiliation, nationality, ethnicity, sexual orientation, disability, or other classification protected by law.
- (f) Personal Use: It is a violation of this Policy to use the ALPR system or associated scan files or hot lists for any personal purpose.

426.8 DATA COLLECTION AND RETENTION

The Administrative Captain is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for no longer than one year (Government Code § 34090.6), and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

ALPR vendor, Flock Safety will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will purge their data at the end of the 30 days of storage. However, this will not preclude CPD from maintaining any relevant vehicle data obtained from the system after that period pursuant to the established City of Capitola retention schedule mentioned above or outlined elsewhere. Restrictions on use of ALPR Data: Information gathered or collected, and records retained by Flock Safety cameras or any other CPD ALPR

Automated License Plate Readers (ALPRs)

system will not be sold, accessed, or used for any purpose other than legitimate law enforcement or public safety purposes.

426.9 ACCOUNTABILITY AND SAFEGUARDS

All data will be closely safeguarded and protected by both procedural and technological means. The Capitola Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

- (a) All non-law enforcement requests for access to stored ALPR data shall be processed in accordance with applicable law (Civil Code § 1798.90.52).
- (b) All ALPR data downloaded to the mobile workstation shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date, and time.
- (c) Persons approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.
- (d) Such ALPR data may be released to other authorized and verified law enforcement officials and agencies for legitimate law enforcement purposes.
- (e) Every ALPR Detection Browsing Inquiry must be documented by either the associated Capitola Police case number or incident number, and/or a reason for the inquiry. For security or data breaches, see the Records Release and Maintenance Policy.

426.10 ALPR DATA DETECTION BROWSING AUDITS

It is the responsibility of the Professional Standards Division (PSD) (Administration Captain) or the Chief's designee to ensure that an audit is conducted of ALPR detection browsing inquiries at least once during each calendar year. The Department will audit a sampling of the ALPR system utilization from the prior 12-month period to verify proper use in accordance with the above authorized uses. The audit shall randomly select at least 10 detection browsing inquiries conducted by department employees during the preceding six-month period and determine if each inquiry meets the requirements established in policy section 462.5(e).

The audit shall be documented in the form of an internal department memorandum to the Chief of Police. The memorandum shall include any data errors found so that such errors can be corrected. After review by the Chief of Police, the memorandum and any associated documentation shall be filed and retained by PSD.

426.11 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law.

- (a) The agency makes a written request for the ALPR data that includes:
 - (a) The name of the agency.

Automated License Plate Readers (ALPRs)

- (b) The name of the person requesting.
- (c) The intended purpose of obtaining the information.
- (b) The request will be reviewed and approved by the on-duty supervisor.
- (c) The approving supervisor will consider the California Values Act (Government Code § 7282.5; Government Code § 7284.2 et seq), before approving the release of ALPR data. The Capitola Police Department does not permit the sharing of ALPR data gathered by the city or its contractors/subcontractors for purpose of federal immigration enforcement, these federal immigration agencies include Immigrations and Customs Enforcement (ICE) and Customs and Border Patrol (CPB).
- (d) The approved request is retained on file. Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

426.12 TRAINING

The Training Sergeant should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

ATTACHMENT # 3
Sole Source Purchases Determination
Flock Safety \$68,350 (2 year) March 29, 2024

BACKGROUND: The City of Capitola Purchasing and Procurement policy (Administrative Policy III-4) requires three telephone quotes, whenever feasible for purchases between \$5,000 - \$25,000. The Policy also requires a formal RFP bid procedure for purchases over \$25,000. The policy provides conditions for Sole Source (Section II) purchases that are exempt from the competitive process.

DISCUSSION: The contract with [enter Contract Name], in the amount of [enter Contract Amount], dated [enter Contract Date] is a qualified sole source purchase within the City Administrative Policy III-4 Section II (**check one of the following**)

Materials, Supplies & Equipment:

- (a) Definition. Sole source purchases are used where no secondary source is reasonably available, precluding the use of a competitive process.
- (b) Cooperative purchase agreement using....

Consultant or General Services:

- (a.) In the case where a consulting firm has satisfactorily performed the previous stage of a project (e.g. a pre-design), or has acquired extensive background and working knowledge, the firm may be selected for follow- up work without solicitations from other firm upon written justification and recommendation of the department head and approval by the City Manager or designee.
- (b.) If a firm is a highly recognized authority in a field or specialty, or has unique specific knowledge regarding the project, then the firm may be selected without other solicitations for contracts and upon written justification and recommendation of the department head and approval by the City Manager or designee.
- (c.) Upon those infrequent occasions when confidence in the consultant and quality of service are important.

Flock Safety is the only company that offers a lease program for this level of technology and is further integrated with our Axon Fleet cameras who use the Flock Safety Technology for ALPR.

Dept Head	Date	City Manager	Date
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flock safety



What is Flock Safety?

Leased ALPR cameras for Law Enforcement Automated License Plate Reader (ALPR)

- 38 States
- 1500+ Cities
- 500+ Police Departments

Police Departments:

- Watsonville PD
- Milpitas PD
- Santa Clara PD
- San Jose PD
- Gilroy PD, Morgan Hill PD
- Salinas PD
- Santa Clara PD
- Alameda County SO
- Santa Clara
- Foster City



The Current Reality

Staffing remains a challenge

Technology is the future

Trust and transparency are vital

The Opportunity

Technology is a force multiplier

Capture and distribute objective evidence to the right user. BADGES

Engage community to support and grow

*How does
ALPR
technology
benefit your
jurisdiction?*

- Enhance public safety for the community by having cameras act as a deterrent
- Assist Patrol and Investigations Unit with solving crimes efficiently (i.e. burglary, homicide/shooting, hit-and-run, missing person)
- Real time alerts for vehicles of interest and stolen vehicles

RECEIVE REAL TIME ALERTS TO DISPATCH, PATROL VEHICLES, AND CELL PHONES

AMBER ALERTS, SILVER ALERTS,
MISSING PERSONS AT RISK, ETC....

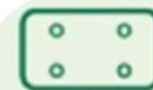
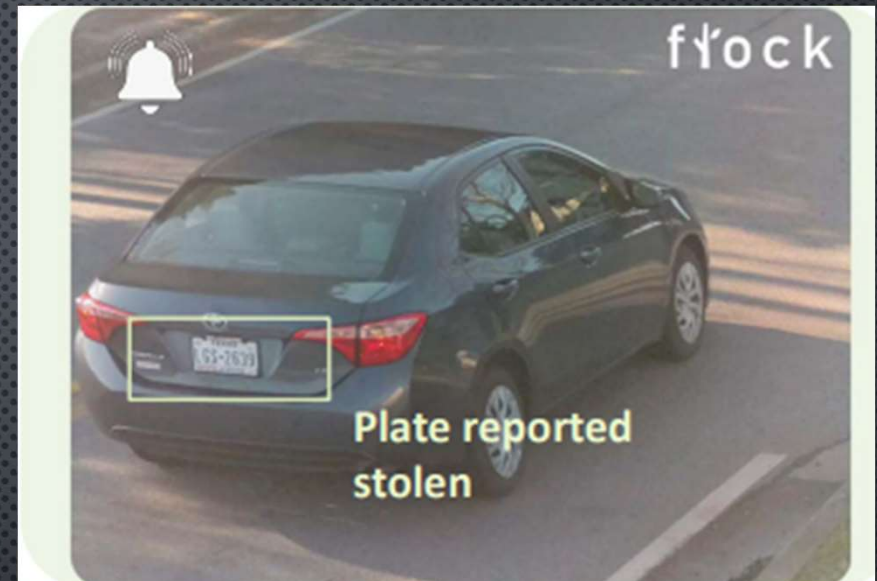


Plate
TX LGS2639



Last Visit
3:15 PM EDT



Make
Toyota



Seen
3 OF 30 DAYS



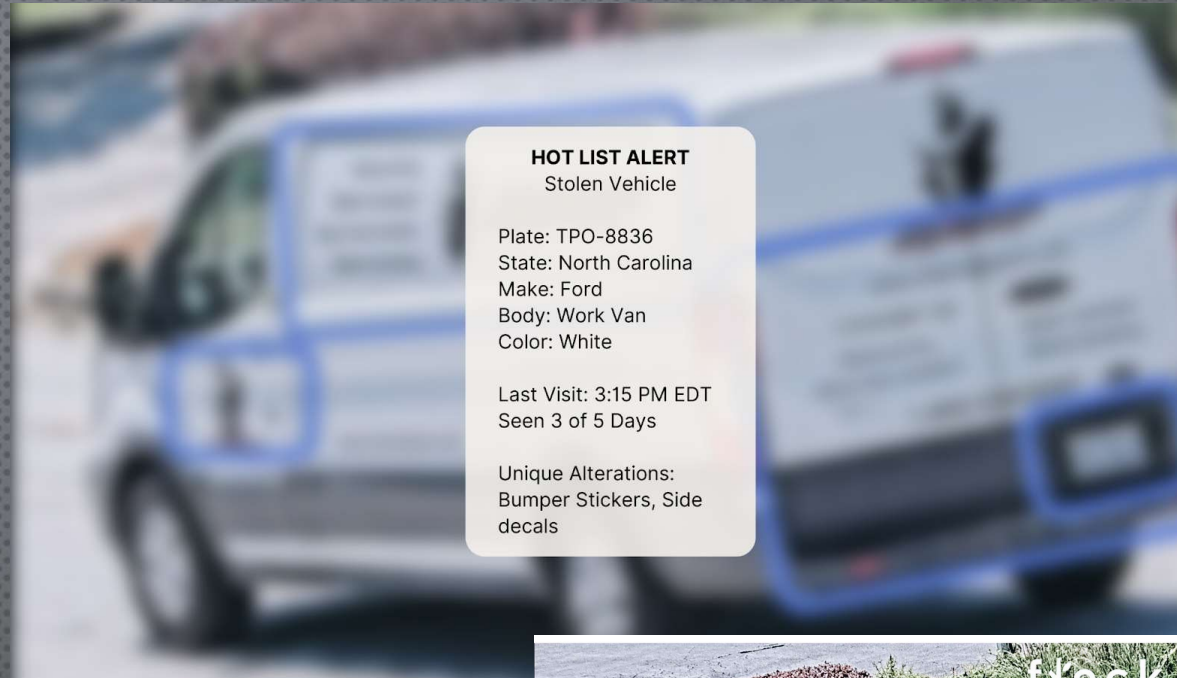
Color
Gray



Resident?
No

HOW IS THIS TECHNOLOGY DIFFERENT?

- Fingerprint™ Technology (i.e color, make, model, racks, bumper stickers, size, State, damage, etc)
- Vehicle Recognition vs ALPR
- Axon Integration - Fleet 3 In-car Camera and Evidence.com upload for advanced searching
- Training Required – Unique login
- Mobile Alerts
- Night Vision – Captures vehicles traveling up to 90 MPH
- Multi-lane view of traffic



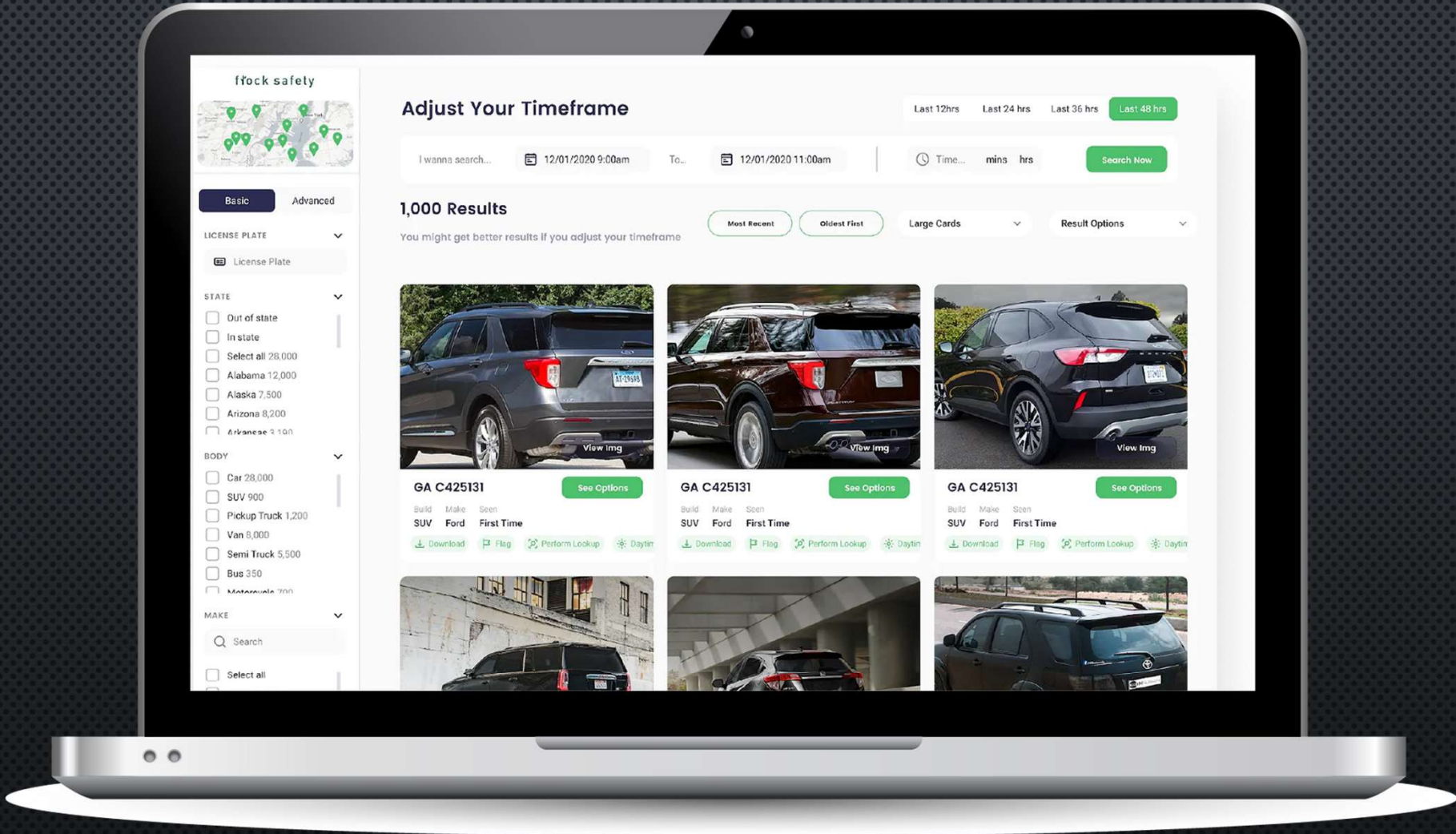
HOT LIST ALERT Stolen Vehicle

Plate: TPO-8836
State: North Carolina
Make: Ford
Body: Work Van
Color: White

Last Visit: 3:15 PM EDT
Seen 3 of 5 Days

Unique Alterations:
Bumper Stickers, Side
decals





- *Set stationary cameras at choke points throughout the city*
- *Gather crime data for further camera placement*





Solar & Existing Pole



Electric & Existing Structure / Pole



Solar & Flock Pole



Solar & Traffic Pole

Protecting Privacy Ethics-Driven Innovation

- FOOTAGE 100% OWNED BY CUSTOMER DELETED AFTER 30 DAYS / NEVER SOLD OR SHARED / ENCRYPTION
- SEARCH REASON FIELD REQUIRED FOR AUDIT TRAIL (AR# OR CASE NUMBER)
- **NOT** FACIAL RECOGNITION SOFTWARE
- **NOT** USED FOR IMMIGRATION ENFORCEMENT
- **NOT** USED FOR TRAFFIC ENFORCEMENT
- **NO** LIVE VIDEO



Policy

426

Automated License Plate Readers (ALPRs)

426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage, and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

426.2 DEFINITIONS

- Automated License Plate Reader (ALPR):** A device that uses cameras and computer technology to compare digital images to lists of known information of interest.
- ALPR Operator:** Trained Department members who may utilize ALPR system/equipment. ALPR operators may be assigned to any position within the Department, and the ALPR Administrator may order the deployment of the ALPR systems for use in various efforts.
- ALPR Administrator:** The Investigations Bureau Captain or the Chief's designee, serves as the ALPR Administrator for the Department.
- Hot List:** A list of license plates associated with vehicles of interest compiled from one or more databases including, but not limited to, NCIC, CA DMV, Local BOLO's, etc.
- Vehicles of Interest:** Including, but not limited to vehicles which are reported as stolen; display stolen license plates or tags; vehicles linked to missing and/or wanted persons and vehicles flagged by the Department of Motor Vehicle Administration or law enforcement agencies.

Overview

Morgan Hill CA PD uses Flock Safety technology to capture objective evidence without compromising on individual privacy. Morgan Hill CA PD utilizes retroactive search to solve crimes after they've occurred. Additionally, Morgan Hill CA PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, they have made the below policies and usage statistics available to the public.

Policies

- What's Detected**
License Plates, Vehicles
- What's Not Detected**
Facial recognition, People, Gender, Race
- Acceptable Use Policy**
Data is used for law enforcement purposes only. Data is owned by Morgan Hill CA PD and is never sold to 3rd parties.
- Prohibited Uses**
Immigration enforcement, traffic enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.
- Access Policy**
All system access requires a valid reason and is stored indefinitely.
- Hotlist Policy**
Hotlist hits are required to be human verified prior to action.

Usage

- Data retention (in days)**
30 days
- Number of owned cameras**
25
- External organizations with access**
ACRATT - CA, Alameda CA PD, Arcadia CA PD, Alherton CA PD, Auburn CA PD, Burlingame CA PD, Campbell CA PD, Danville CA PD, Fremont CA PD, Gall CA PD, Gilroy CA PD, Hayward CA PD, Hillsborough CA PD, Kings County CA DAs Office, Lathrop CA PD, Livermore CA PD, Los Gatos Monte Sereno PD - CA, Menlo Park CA PD, Milpitas CA PD, Monterey County CA SO, Mountain View CA PD, NCRIC, Newark CA PD, Ontario CA PD, Pleasanton CA PD, Richmond CA PD, Salinas PD - CA, San Jose CA PD, San Leandro PD CA, San Mateo CA PD, San Mateo County CA SO, San Pablo CA PD, San Rafael CA PD, Santa Clara County CA SO, Santa Clara PD - CA, Tracy CA PD, Ukiah Fire CA FD, Union City CA PD, Walnut Creek CA PD, Woodland CA PD, Yolo County CA SO, Yuba County CA SO
- Hotlists Alerted On**
California SVS, NCMEC Amber Alert
- Vehicles detected in the last 30 days**
431,624
- Hotlist hits in the last 30 days**
3,335
- Searches in the last 30 days**
239

TRANSPARENCY PORTAL

100% Transparency

Available on local city website

Managed by Flock Safety



FLOCK TECHNOLOGY

CAPITOLA PD EXAMPLES

- **2024 VEHICULAR MANSLAUGHTER**
 - INVESTIGATOR ONLY HAD KNOWLEDGE OF VEHICLE TAILLIGHTS DETAIL
- **COMERICA BANK ROBBERY**
 - INVESTIGATOR KNOWS SUSPECT VEHICLE MAKE/MODEL/COLOR & UNIQUE DESCRIPTORS
- **ALICE HERMANN MURDER**
 - INVESTIGATION – NEXT SLIDE DETAILS

ALICE HERMANN HOMICIDE

- GPS DATA WAS COMPARED TO FLOCK DATA
- GPS DATA SHOWED THE SUSPECT'S LOCATION AND FLOCK DATA SHOWED THE SUSPECT'S DIRECTION OF TRAVEL
- FLOCK PROVIDED A TIMELINE OF THE SUSPECT'S MOVEMENT WHICH ASSISTED IN THE LOCATION OF THE VICTIM'S REMAINS



CASE STUDY LONG TERM RESULTS

Vacaville PD



Vacaville, CA

33%Decrease in
Reported Vehicle
Thefts**35%**Increase in
Arrests related to
Vehicle Thefts**2x**Requested
increase in # of
cameras

**Less Vehicle Thefts are happening in
Vacaville, and more of them are
getting solved**

**“Word has gotten out about these
ALPR programs, and folks that are
in the business of stealing cars will
typically do a little bit of research
and find out that a city that has an
ALPR program they then want to
avoid”**

-Chief Ian Schmutzler

Subscription: \$3,000

Lease per camera, per year*

Annual Subscription Includes

CAMERA HARDWARE

- Automatic License Plate Reader
- Solar or DC Power
- Mounting Equipment
- Maintenance Warranty

HOSTING & ANALYTICS

- Cloud Hosting & LTE Connectivity
- Unlimited User Licenses
- Hotlist Integration & Alerts
- Ongoing Software Enhancements

**five (5) camera minimum*

**one time implementation fee per camera = \$350 (\$750 for State RoW)*

**Flock Safety does not provide electrical services | electrical work not included*

FISCAL IMPACT – UTILIZING SLESF FUNDING

YEAR 1

INITIAL COST TO DEPLOY 10 CAMERAS ESTIMATED AT **\$36,350** FOR INFRASTRUCTURE, SOFTWARE UPGRADES AND PROFESSIONAL SERVICES.

12 MONTH SUBSCRIPTION

TOTAL = \$32,000

YEAR 2

THE RECURRING COST FOR 10 CAMERAS YEAR AFTER ESTIMATED AT **\$32,000**.

24 MONTH SUBSCRIPTION

TOTAL = \$68,350

***Advanced Search Module: From \$2,500 to a maximum of \$5,000 per year. (25 cameras) \$3,500 per year ***

CAPITOLA POLICE CHIEF'S ADVISORY COMMITTEE RECOMMENDATIONS

CONTINUE PUBLIC OUTREACH WITH SOCIAL MEDIA POSTS ABOUT FLOCK SAFETY PRIOR TO CITY COUNCIL MEETING.

IDENTIFY IN MORE DETAIL WHAT GOES ON THE "HOT LIST" FOR CAPITOLA POLICE "HIGH PRIORITY INCIDENTS"

IDENTIFY MORE ROBUST AUDIT TO INCLUDE MORE COMMAND LEVEL OVERSIGHT TO ACCESS AND DISTRIBUTION OF INFORMATION

REVIEW THE PROGRAM IN SIX MONTHS TO DETERMINE EFFECTIVENESS OF THE SYSTEM AND EXAMINE/EVALUATE AUDIT PROCEDURES

RECOMMENDED ACTION

- AUTHORIZE THE CITY MANAGER TO EXECUTE A 24-MONTH MASTER SERVICES AGREEMENT FOR THE LEASE OF 10 AUTOMATED LICENSE PLATE READER CAMERAS FROM FLOCK GROUP, INC. (FLOCK) IN THE AMOUNT NOT TO EXCEED \$68,350 (\$36,350 DUE AT SIGNING AND ANNUAL RECURRING AT \$32,000)

QUESTIONS?

Capitola City Council

Agenda Report

Meeting: March 28, 2024

From: Public Works Department

Subject: Park at Rispin Mansion 2024



Recommended Action: Authorize the City Manager to execute a Public Works Agreement with Betz Works for the Rispin Mansion Park Project in an amount not to exceed \$949,000.

Background: The Rispin Mansion Park Project, initiated in 2014, is intended to transform the Rispin Mansion property into a public park. It is important to note the restoration of the building's interior is not within the scope of this project. The initial phase, completed in 2016, saw the construction of accessible pathways from both Nob Hill Shopping Center and Wharf Road. The proposed project involves grading, fencing, landscaping, historical reconstruction, and related park features on the Rispin Mansion property.

On July 28, 2022, the City Council approved plans, specifications, and construction budget of the Park Project. Active construction is constrained by environmental regulations, restricting it to the period between April 15 and October 15. In 2023, staff initiated the project bidding process to maximize the active construction window. Unfortunately, a bid solicitation conducted in February 2023 did not generate any responses from contractors. In compliance with provisions outlined in the public contract code, including Public Contract Code section 22038, staff subsequently entered into negotiations with contractors who participated in the bid walk, ultimately achieving a successful negotiation with Betz Works.

Discussion: The approved budget for the project is \$949,000, which staff used as the basis for negotiations with Betz Works. However, this budget falls short of covering the full scope of the project as approved by the City Council. The proposed scope includes the construction of an amphitheater, fencing, seating and picnic tables, repair of the grand staircase and other historical elements, a drinking fountain, lighting, and associated irrigation and civil site improvements.

Staff requested that Betz Works also provide pricing for excluded elements outlined in Table 1. These additions would enhance the park space's attractiveness and versatility, aligning with the community's desire for a well-rounded and aesthetically pleasing public space. At this time, there is no identified funding for these additional elements.

Table 1 : Excluded Project Elements

Item	Cost
Acanto Fountain Emitter	\$6,800
Bike Post Bollard (5 units)	\$7,000
Ceramic Plant Containers (4 units)	\$7,200
Ceramic Urns (2 units)	\$1,600
Game Table with Benches	\$42,000
Oak Leaf Fountain Emitter	\$2,880
Pelican Sundial & Sundial Pad	\$18,800
New Arbor with Columns	\$82,120
Bocce Ball Court	\$52,800
2550 sq. ft. of Pavers	\$108,800

Planting	\$20,000
Total	\$350,000

Fiscal Impact: The available funding for this project is \$980,600, which includes a Proposition 68 grant from CA State Parks totaling \$178,000. Staff recommends moving forward with the project to ensure that these grant funds do not expire before project construction commences. The fiscal impact is within the approved budget, and any additional costs for the excluded elements in Table 1 may be addressed through future budget adjustments or alternative funding sources.

Attachments:

1. Betz Works Agreement

Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

**CITY OF CAPITOLA
PROFESSIONAL SERVICES AGREEMENT
THE PARK AT RISPIN MANSION
BETZ WORKS**

THIS AGREEMENT is entered into on March 28, 2024 by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Betz Works, hereinafter called "Contractor".

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

NOW, THEREFORE, City and Contractor 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 Park development at Wharf Rd and Clares Street (APN 035-371-01), City of Capitola, CA and further detailed in Appendix One.

**SECTION 2
Duties of Contractor**

All work performed by Contractor, 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, Contractor's profession.

Contractor 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 Contractor 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 Contractor's responsibility excluding, nevertheless, the security and safety of any facility of City within the job site which is not under the Contractor's control.

Contractor shall meet with the Public Works Director, called "Director," or other City personnel, or third parties as necessary, on all matters connected with carrying out of Contractor'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 Contractor 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 Contractor 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 Contractor relative to Contractor's services. City shall not control or direct the manner in which the services are to be performed. However, the work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Contractor. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Contractor of the changes or revisions necessary to secure approval.

**SECTION 4
Fees and Payment**

Payment for the Contractor'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 Contractor in carrying out the work. If Contractor is compensated on an hourly basis, Contractor shall track the number of hours Contractor, and each of Contractor's employees, has worked under this Agreement during each fiscal year (July 1 through June 30) and Contractor shall immediately notify City if the number of hours worked during any fiscal year by any of Contractor's employees reaches 900 hours. In addition, each invoice submitted by Contractor to City shall specify the number of hours to date Contractor, and each of Contractor'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 Contractor'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 Contractor 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 April 15, 2024.

In the event that major changes are ordered or Contractor is delayed in performance of its services by circumstances beyond its control, the City will grant Contractor 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. Contractor 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 Contractor. Contractor 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 Contractor for all services performed and accepted under this Agreement up to the date of termination.

**SECTION 8
Insurance**

Contractor shall procure and maintain for the duration of the contract and for one year 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 Contractor, 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 Contractor'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 Contractor'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

Contractor 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, Contractor 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 Contractor'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.

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

Every supplier of materials and services and all contractors 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, contractor 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. Contractor 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 Contractor 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 Contractor. Contractor 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, Contractor'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 Contractor to said work. No change in assignment may occur without prior written approval of the City.

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

3. *Licensure.* Contractor warrants thereby represents that he or she has an established trade, occupation, or business in the same nature of services Contractor is performing under this Agreement. Contractor 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 Contractor 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 Contractor 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 Contractor's other work product shall not be used by the Contractor on other projects, except by agreement in writing and with appropriate compensation to the City.

6. *Contractor's Records.* Contractor 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 Contractor'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 Contractor's services.

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

8. *Conflicts of Interest.* Contractor 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 Contractor'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

CONTRACTOR
Betz Works
310A Kennedy Dr
Capitola, CA 95010
831-400-8466

By: _____
Benjamin Goldstein, City Manager

By: _____
Allan Betz

Dated: _____

Dated: _____

Approved as to Form:

Samantha W. Zutler, City Attorney

**APPENDIX ONE
Scope of Services**

[To be completed by Contractor]

I. REQUIRED CONTRACTOR INFORMATION

NOTICE: In the case of a corporation, complete the following:

Corporation Name:

Business Address:

Mailing Address:

President:

Business Address:

Mailing Address:

Secretary:

Business Address:

Mailing Address:

Treasurer:

Business Address:

Mailing Address:

Manager:

Business Address:

Mailing Address:

IV. FAITHFUL PERFORMANCE & MAINTENANCE BOND

WHEREAS, the City of Capitola, a municipal corporation, in the County of Santa Cruz, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

The Park at Rispin Mansion

WHEREAS, said Principal is about to enter into the contract with the City of Capitola:

NOW, THEREFORE, we, the Principal, and _____, a corporation organized and existing under and by virtue of the laws of the State of California, as surety, are held and firmly bound unto the City of Capitola, a municipal corporation in the County of Santa Cruz, State of California, in the sum of _____ dollars (\$ _____) being not less than one hundred percent (100%) of the estimated contract costs of the work, to be paid to the City of Capitola, for the payment of which sum, well and truly to be paid, we hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns;

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his/her heirs, executors, administrators, successors, or assigns shall in all things abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as herein provided, on his/her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to the true intent and meaning, and shall indemnify and save harmless the City of Capitola, its officers and agents as therein stipulated, that this obligation shall be discharged, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the said contract, the above obligation in the amount of dollars _____ dollars (\$ _____), being not less than 10 percent of the estimated contract cost, shall remain in force for a period of one (1) year after the completion and acceptance of the said work, during which time if the Principal, his/her or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repairs and replacements or totally protect the City of Capitola from loss or damage made evident during said period of one (1) year from the date of official acceptance of said work and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the above obligation in the sum of _____ dollars (\$ _____), shall remain in full force and effect, otherwise the obligation shall be discharged. However, notwithstanding any other provisions of this paragraph, the obligation of the surety hereunder shall continue so long as any obligation of the Principal remains.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications shall in any way effect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions to the terms of the contract or to the work or to the specifications, and the surety does hereby waive its rights under California Civil Code Section 2819.

IN WITNESS whereof, the parties have executed this instrument under their seals, this ____ day of _____, 20____, by its undersigned representative, pursuant to the authority of its governing body, the day and year first hereinabove written.

PRINCIPAL

SURETY

V. LABOR AND MATERIAL BOND

WHEREAS, the City of Capitola, a municipal corporation in the County of Santa Cruz, State of California, has awarded to _____, hereinafter designated as the "Principal," a contract for constructing the work or improvement described in the contract documents entitled:

The Park at Rispin Mansion

WHEREAS, said Principal is required under the terms of said contract to furnish a Labor and Material Bond, the surety of this bond will pay the same to the extent hereinafter set forth; and

WHEREAS, the said Principal is about to enter into the annexed contract with the City of Capitola to complete the work or improvement referred to above for the City of Capitola, County of Santa Cruz, State of California, all as more particularly and in detail as shown upon the Special Project Specifications and Contract Documents filed in the Public Works Department of the City of Capitola;

NOW, THEREFORE, we the Principal, and _____ a corporation organized and existing under and by virtue of the laws of the State of California, as surety, are held and firmly bound unto the City of Capitola in the sum of _____ dollars (\$_____) such sum being not less than one hundred percent (100%) of the estimated contract cost of the work, lawful money of the United States of America, to be paid to the City of Capitola, for the payment of which sum, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assign jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal or its heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, vendor supplies, or equipment as provided in the contract documents, upon, for, or about the performance of the work contracted to be done, or for any work or waiver thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or fails to pay any of the persons authorized under Civil Code Section 9100 to assert a claim against a payment bond, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal or his/her subcontractor pursuant to Section 18806 of the Revenue and Taxation Code, or fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the principal and all subcontractors with respect to such work and labor that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, will pay, in addition to the face amount hereof, a reasonable attorney's fee, to be fixed by the Court.

The condition of this obligation is such that its terms inure to the benefit of any of the persons and entities authorized in Civil Code Section 9100 to assert a claim against a payment bond so as to give a right of action to such persons or entities or their assigns in any suit brought upon or action to enforce liability on the bond.

The surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder shall

in any manner affect its obligation upon this bond, and it does hereby explicitly waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, and further explicitly hereby waives its rights under Civil Code Section 2819.

IN WITNESS WHEREOF, the above parties have executed this instrument under their seals this ____ day of _____, 20__, and duly signed by its undersigned representation, pursuant to authority of its governing body.

PRINCIPAL

SURETY

VI.SCOPE OF WORK

6.01 WORK TO BE DONE – Furnish and deliver all materials and to do and perform all work in accordance with the plans and contract documents of the City of Capitola for

The Park at Rispin Mansion

and referred to the "Notice to Contractors/Notice Inviting Sealed Proposals of Bids", dated February 22, 2023 and further limited to the below schedule of values, and to provide all necessary machinery, tools, apparatus, and other means of construction and do all work and furnish all materials required by said specifications, plans, and drawings in the manner prescribed therein.

Schedule of Values

Material	Units	Quantity
FENCING		
30" high metal fence	LF	105
5' high black metal fence	LF	64
6' high black chain fencing	LF	140
6' high black metal fence	LF	304
Double gate at steps	EA	1
Single gate at ramp	EA	1
Single stair handrail at grand staircase	LF	84

SITE FURNISHINGS

3' concrete benches	EA	4
6' picnic tables w/ 2 benches	EA	1
6' recycled plastic bench	EA	12
8' picnic table w/2 5' benches ADA	EA	1
Dog cleanup station	EA	2
Drinking Fountain	EA	1
Recycling receptacle	EA	3
Street lights	EA	8
Trash receptacle	EA	3

HISTORIC ELEMENTS

Concrete floor with color	EA	1
Fountain plumbing/repair/	EA	1
Grand staircase and entry stairs	EA	1
New concrete columns	EA	3
Restoration of historic elements	EA	1
Wall cut/repair/remove/new cap	EA	1

Material	Units	Quantity
NEW ELEMENTS		
Amphitheater	EA	1

IRRIGATION

Per Plan	LS	1
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Civil Improvements

AC & AB Class 2	SF	400
Christy V12	EA	6
Concrete flatwork incl AB Class 2	SF	350
Curb	LF	340
Decomposed Granite	SF	3360
Deepened Vertical Curb/Dwarf Wall	LF	150
Demolition, Grub & Grade	LS	1
Drain Pipe	LF	500
Energy Disapator	EA	2
Erosion Control	EA	1
Grub and Grading (incl Compaction)	SF	17500
Pedestrian Handrailing	LF	0
Pedestrian Guardrail with handrail	LF	104
SDCO	EA	3

6.02 MAINTENANCE AND CLEAN-UP – Throughout the construction period, the Contractor shall keep the site of the work in a neat and clean condition, shall dispose of any surplus materials in an approved manner off the site, keep debris out of drainage ditches, and maintain proper housekeeping practices to the satisfaction of the Director.

When any material is to be disposed of outside of the easement or street or highway right-of-way, the Contractor shall first obtain written permission from the owner on whose property the disposal is to be made. Disposal must conform to grading ordinances of the jurisdiction in which the work is performed.

Upon completion of the work, and prior to requesting final inspection, the Contractor shall thoroughly clean the site of the work of all rubbish, excess materials, falsework, temporary structures, and equipment, and all portions of the work shall be left in a neat and orderly condition. The final inspection, acceptance, and final payment will not be made until this has been accomplished.

6.03 CHANGES & CHANGE ORDERS – The City may increase or decrease quantities of work to be done under the Contract, make revisions to the Drawings or Specifications, or require the performance of extra work and furnishing of materials therefor by the Contractor as the City requires for the proper completion or construction of the whole work contemplated. The City, at its option, may furnish said materials.

When alterations in quantities of work for which unit prices are shown in the proposal are ordered and performed, the adjustment in the contract amount shall be determined on the basis of such unit prices for the actual quantities of work done. Adjustments, if any, in the amount to be paid the Contractor by reason of any other modifications of the work as set forth in a contract change order, shall be determined by one or more of the following methods:

- a. **Lump Sum Price.** By an acceptable lump-sum proposal from the Contractor. Said proposal shall be based on a cost estimate as to materials, equipment, and labor, to which total may be added a maximum of 15 percent for overhead, profit, and all other expenses; this 15 percent limitation shall apply for work done directly by the Contractor's organization or by his/her subcontractors, and shall be added only once.
- b. **Unit Prices.** By unit prices fixed by agreement between the City and the Contractor.
- c. **Force Account.** By ordering the Contractor to proceed with the work and to keep and present in such form as the Director may order, a correct account of the cost of the change, together with all vouchers therefor.

The changes will be set forth in written Contract Change Orders which specify the work to be done in connection with the changes, the basis of compensation for the work, and any adjustments of contract time. Such Change Orders shall be approved by the Director.

Upon receipt of an approved Contract Change Order, or of a written authorization from the Director setting forth a description of the change and agreed upon changes in contract price, the

Contractor shall proceed with the work so ordered. The Contractor may request the issuance of Change Orders. In the absence of an approved Contract Change Order or written authorization, the Contractor shall not be entitled to payment for any changed or extra work or any adjustment of Contract time.

When the changes increase or decrease the cost of the work, an adjustment of the Contract price will be made as set forth in the Change Order. At the option of the City, the work which is changed may be paid for on the basis of force account.

New and unforeseen items of work will be classed as extra work when the item cannot be covered by any of the various items or combination of items for which there is a bid price. The Contractor shall do such work and furnish such materials and equipment as may be required in writing by Director, but shall do no extra work except upon written order from the Director, and in the absence of such written order, (s)he shall not be entitled to payment for such extra work. All bills for extra work done in any month shall be filed in writing with the Director before the fifteenth of the following month. For such extra work, the Contractor shall receive compensation at the prices previously agreed upon in writing, or upon a failure to agree upon prices, (s)he shall be paid on force account.

If the work is done on force account, compensation shall be in accordance with Article 9.04 of these Specifications. The City reserves the right to furnish any material deemed expedient and the Contractor shall have no claim for profit on the cost of such materials. All Contractors shall have no claim for profit on the cost of such materials. All extra work shall be adjusted daily upon report sheets furnished to the Director by the Contractor and signed by both parties, which daily reports shall thereafter be considered the true record of extra work done.

**APPENDIX TWO
Fees and Payments**

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

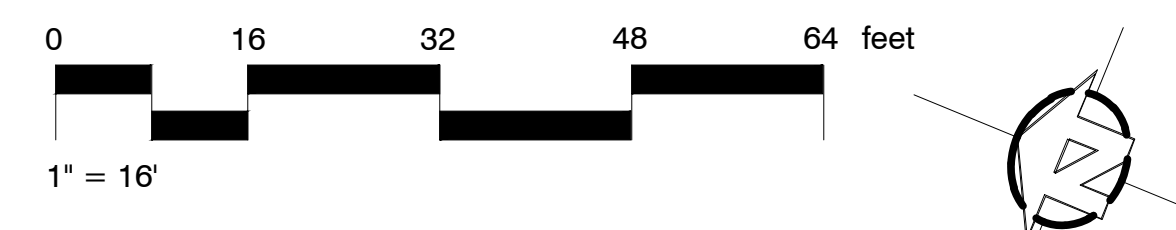
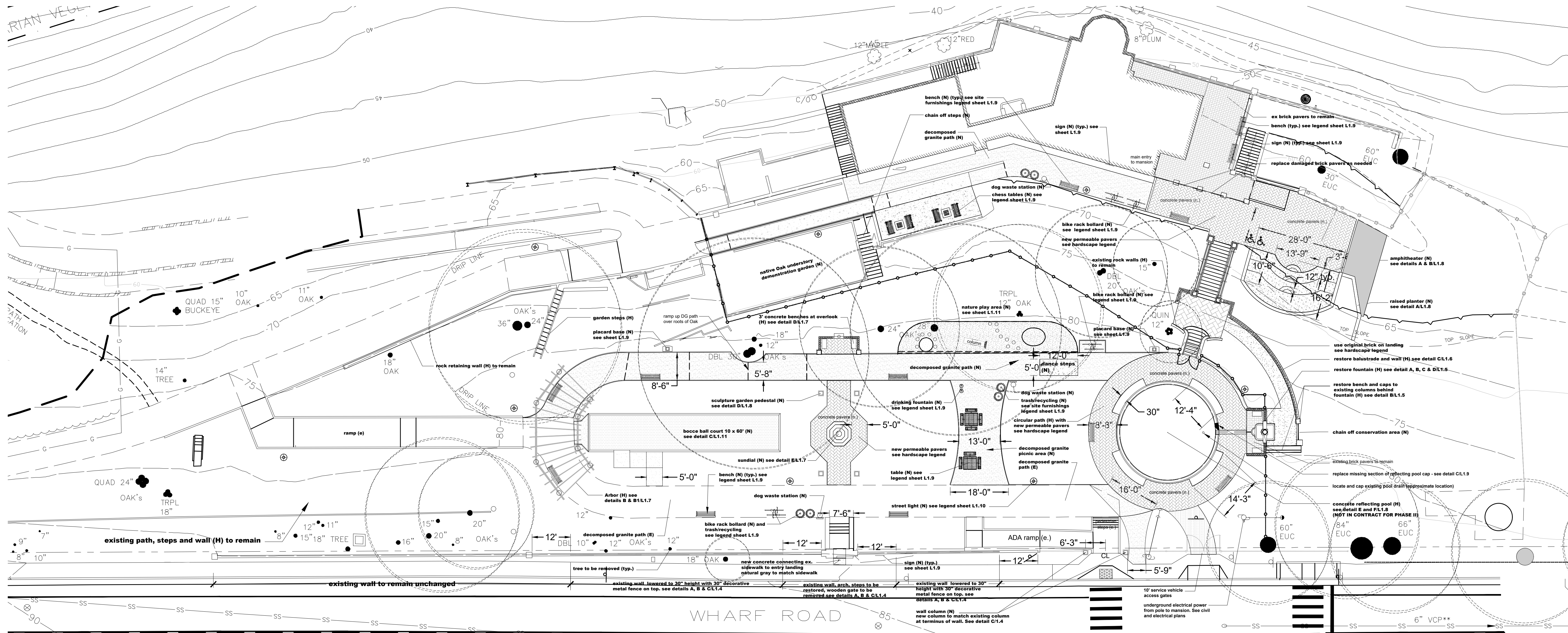
Contractor hereby represents and warrants, based upon Contractor's independent determination of the time and labor, which will be required to perform said services, that Contractor will provide all said services at a cost which will not exceed the maximum price set forth in this agreement for Contractor's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

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$949,000 (Nine Hundred Forty-Nine Thousand Four Hundred Dollars and Zero Cents), without specific, written advance authorization from the City.

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

"I hereby certify as principal of the firm of _____, 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 _____, __, and has not been previously paid."

THE PARK AT RISPIN MANSION
Wharf Road and Clares Street
Capitola, California



Site Furnishings Legend

Key	Description	Quantity	Manufacturer/Distributor	Model #	Color/Finish
□	3' Concrete Bench for fountain and outlook	4	A. Silvestri Company asilvestri.com 415.239.5590 info@asilvestri.com	Bench 6261 18"H x 36" W x 17"D	Terre Cotta
□	Container w/ Color for grand staircase columns	6		Tapered Rolled Rim Square Pots 21 1/2" x 25" W x 17.5" SQ Base"	Terre Cotta
○	Container w/ Color for fountain and outlook	2	Pottery Planet 831.465.9216 2600 Soquel Ave, Santa Cruz	circular urn 16" x 38"	Deep Red
see detail	Acanto Fountain Emitter	1	Black Oak Foundry 949.305.7372 www.fountainunique.com	No. M5822-ORB	10.5" diameter Oil Rubbed Bronze, 3 GPM flow
see detail	Oak Leaf Fountain Emitter	1	Black Oak Foundry 949.305.7372 www.fountainunique.com	No. M209-ORB	8" square in Oil Rubbed Bronze 2 GPM flow
♁	Accessible Chess Table with two Benches	2	Kenneth Lynch & Sons 203.264.2831 www.klynchandsons.com	6732 (chess table) 6737C (bench)	Concrete table top with metal legs Wood slats with metal legs
⊙	Pelican Sundial	1	No. 2554 Hourglass and Pelican Sundial		11 1/2" diameter Bronze
⊙	Bike Post Bollard	4	Reliance Foundry 888.735.5680 www.reliance-foundry.com	R-7530-B Cuctile Iron Bike Bollard	39" High w/ two loops; Black Textured Semi Gloss finish
⊙	Historical Series Accessible Pedestal Drinking Fountain	1	Most Dependable Fountains, Inc. www.mostdependable.com 800.552.6331	2008 SM	"Hi-Lo" barrier-free antique historic style heavy-duty aluminum alloy pedestal Textured Bergundy powder coat finish
⊙	6' Metal Bench with armrest	12	DuMor, Inc., Site Furnishings 800.598.4018 www.dumor.com	Bench 57 - 60PL - 3AR	6' long recycled plastic bench w/ armrest Deep Red color base w/ Cedar color recycled plastic top
⊙	Trash Receptacle	3		Receptacle 107 32 gal.	Steel with Deep Red Powder Coat finish
⊙	Recycling Container	3		Receptacle 107 32 gal.	Steel with Deep Red Powder Coat finish
⊙	Table/Benches	1		76 Series PL 4 with surface plate mount	Deep Red color base w/ Cedar color recycled plastic top
⊙	Accessible Table/Benches	1		76 Series PL 3 with surface plate mount	Deep Red color base w/ Cedar color recycled plastic top
⊙	Street Light fixture on Light Pole	8	SEE ELECTRICAL PLANS	SEE ELECTRICAL PLANS	SEE ELECTRICAL PLANS
⊙	DOG STATION	3	DOODY CALLS DIRECT doodycallsdirect.com	THE SENTRY STATION	GREEN ANCHOR TO CONCRETE FOOTING
⊙	WALL MOUNT SIGN	3	TO BE SELECTED	PORCELAIN ENAMEL	LIGHT CREAM FIELD WITH GOLD TITLE LETTERING SELECTION OF PHOTOGRAPHS AND TEXT TO BE AND DESIGNED FOR APPROVAL BY CITY
⊙	PEDESTAL MOUNT SIGN	2	TO BE SELECTED	PORCELAIN ENAMEL	
⊙	Post mount down light	12	RAB LIGHTING	SLIM12Y 120V, 12W, 3000K warm	Bronze Anchor mounting bracket to rail posts

HARDSCAPE AND FENCING LEGEND

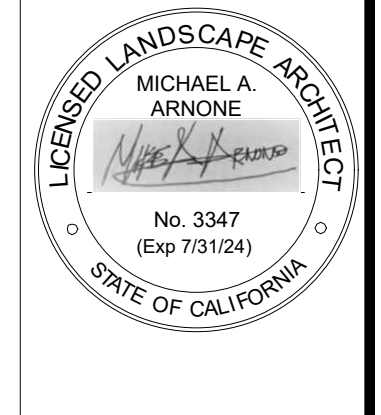
SYMBOL	DESCRIPTION	MANUFACTURER	COLOR	FINISH/PATTERN	SQ FT/LN FT
[Pattern]	CONCRETE PAVERS* ON PREPARED BASE SEE CIVIL PLANS	BELGARD AQUALINE SERIES PERMEABLE PAVES AT BASE OF GRAND STAIRCASE & AROUND THE REFLECTING POOL	VICTORIAN	HERRINGBONE	SEE CIVIL PLANS
[Pattern]	ORIGINAL BRICK ON SITE STORED IN MANSION GARAGE	ORIGINAL BRICK WILL BE USED ON THE LANDING BETWEEN UPPER & LOWER SECTIONS OF THE GRAND STAIRCASE	ORIGINAL BRICK ON SITE	HERRINGBONE	160 SF
[Pattern]	BRICK PAVES ON CONCRETE	EXISTING TO BE REPAIRED OR REPLACED TO MATCH ORIGINAL	COLOR TO MATCH	MATCH PATTERN AND CUT	SEE CIVIL PLANS
[Pattern]	CONCRETE RAMPS	N/A	NATURAL GRAY	MEDIUM BROOM FINISH	SEE CIVIL PLANS
[Pattern]	CONCRETE STEPS	N/A	COLOR TO MATCH	TO MATCH ORIGINAL	SEE CIVIL PLANS
[Pattern]	CAL GOLD DECOMPOSED GRANITE	N/A	CALIFORNIA GOLD	WITH STABILIZER	SEE CIVIL PLANS
[Pattern]	CRUSHED OYSTER SHELL BOCCIE BALL COURT	N/A	GRAY	RAKED	648 SF
[Pattern]	12" DEPTH OF FIBER ENGINEERED BARK FOR NATURE PLAY AREA	N/A	YELLOW/BROWN	N/A	525 SF

* A SAMPLE OF THE NEW PAVES SHALL BE SUBMITTED FOR APPROVAL OF STYLE, SIZE, AND COLOR BY CITY PUBLIC WORKS STAFF AND LANDSCAPE ARCHITECT

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REVISIONS



HARDSCAPE PLAN & SITE FURNISHINGS

JOB NO. 201503
SCALE 1/16" = 1' - 0"
DRAWN MA
CHECK JC/MA
DATE 2.22.2023

SHEET
L- 1.1

SHEET 3 OF 20

Park at Rispin Mansion

City Council
March 28, 2024

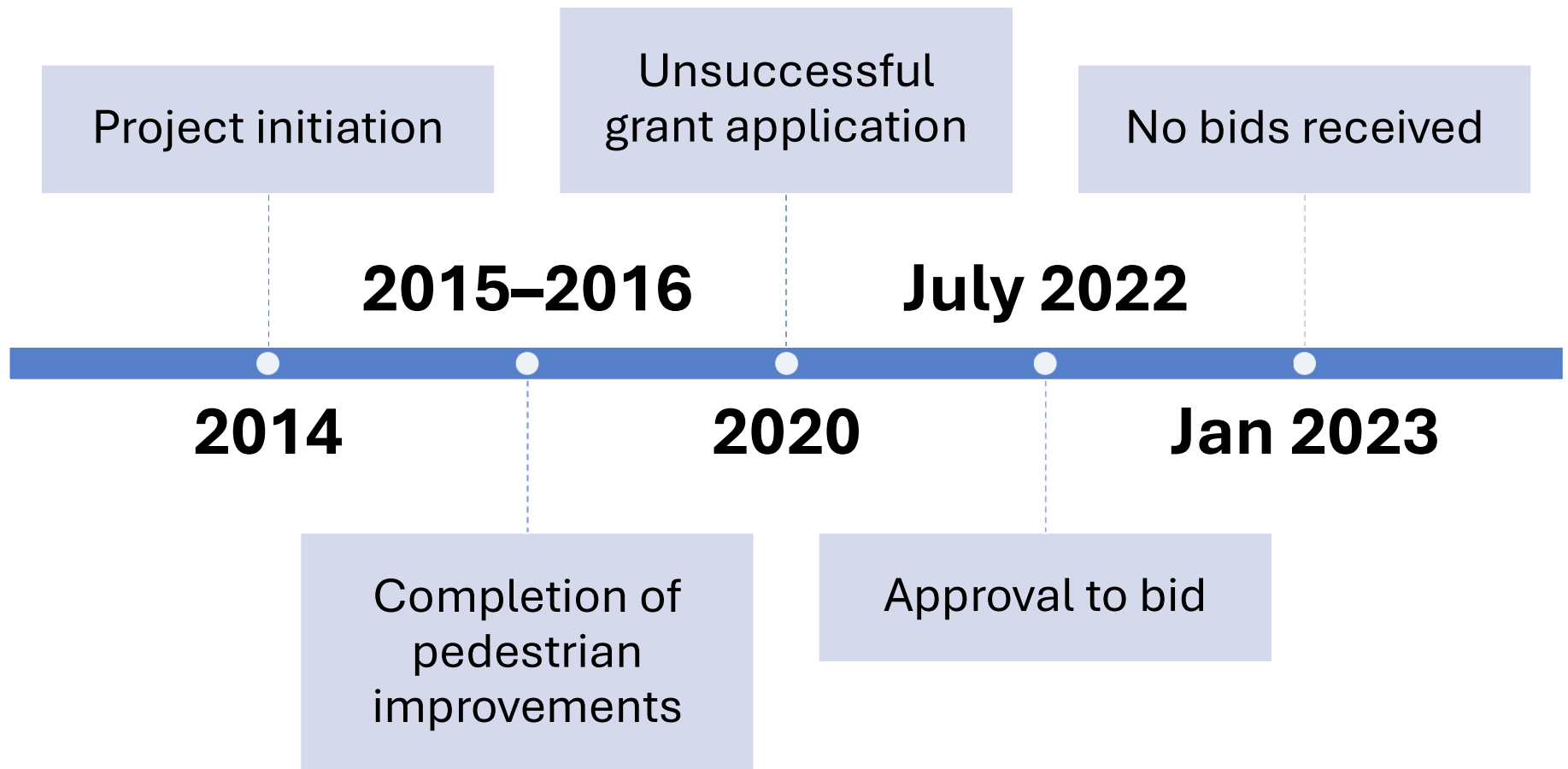


Full Project Scope

- Grading, fencing, landscaping
- Historical reconstruction
- Park features
- Repair of grand staircase and historical elements
- Installation of drinking fountain and lighting
- Associated irrigation and civil site improvements

Park at Rispin Mansion

Background



Park at Rispin Mansion

Current Challenges and Solutions



Environmental regulations limiting construction window

- Strategic planning to maximize active construction period.

Lack of contractor bids in initial solicitation

- Negotiation with contractors who participated in bid walk. Recommended agreement with Betz Works.

Budget constraints compared to project scope

- Prioritization of essential elements, potential for future phases.

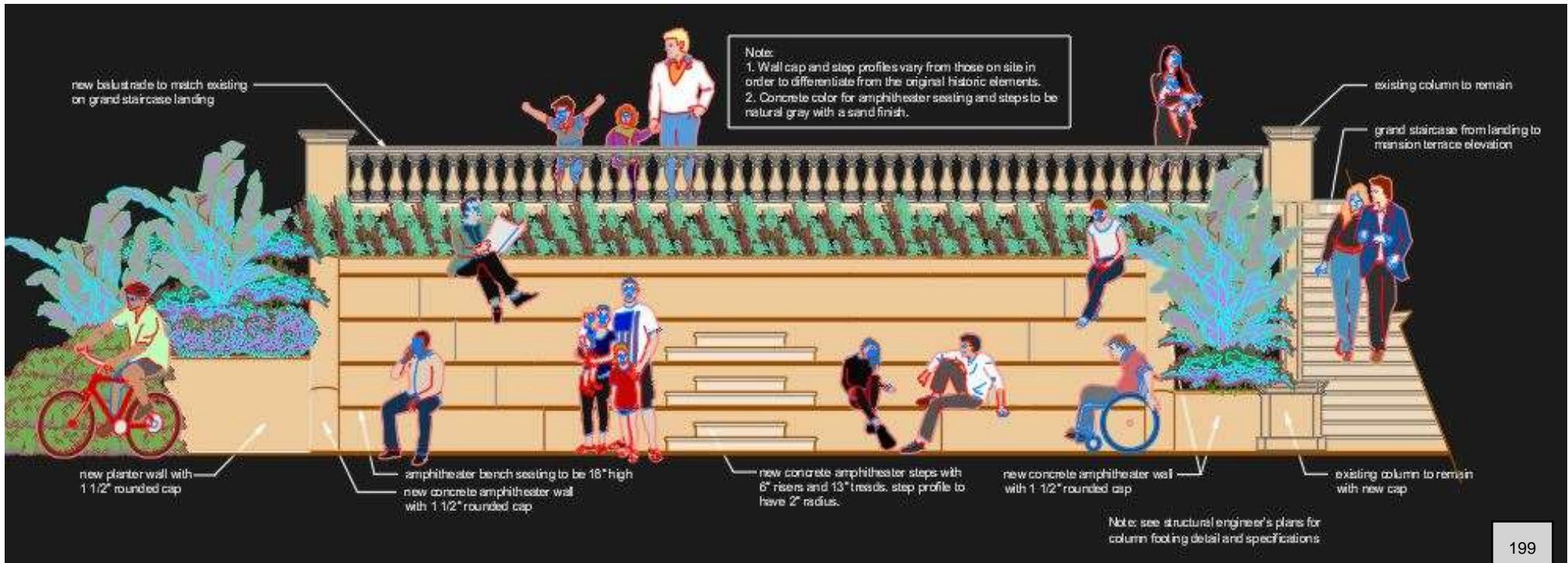
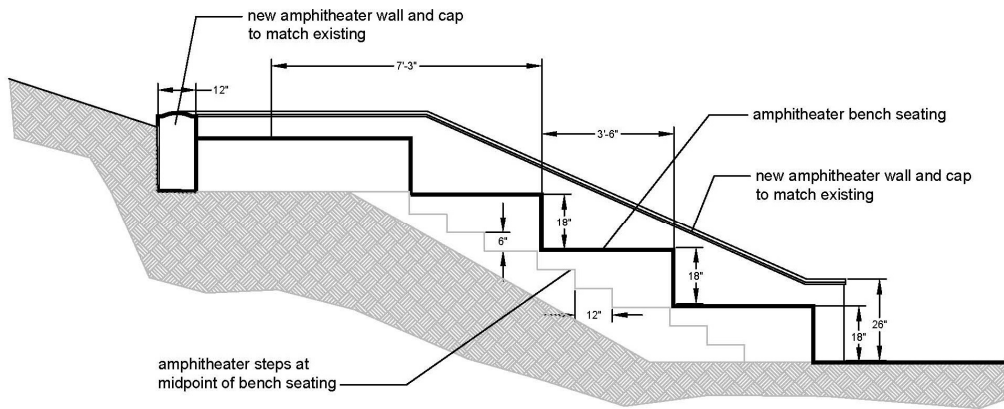
Park at Rispin Mansion

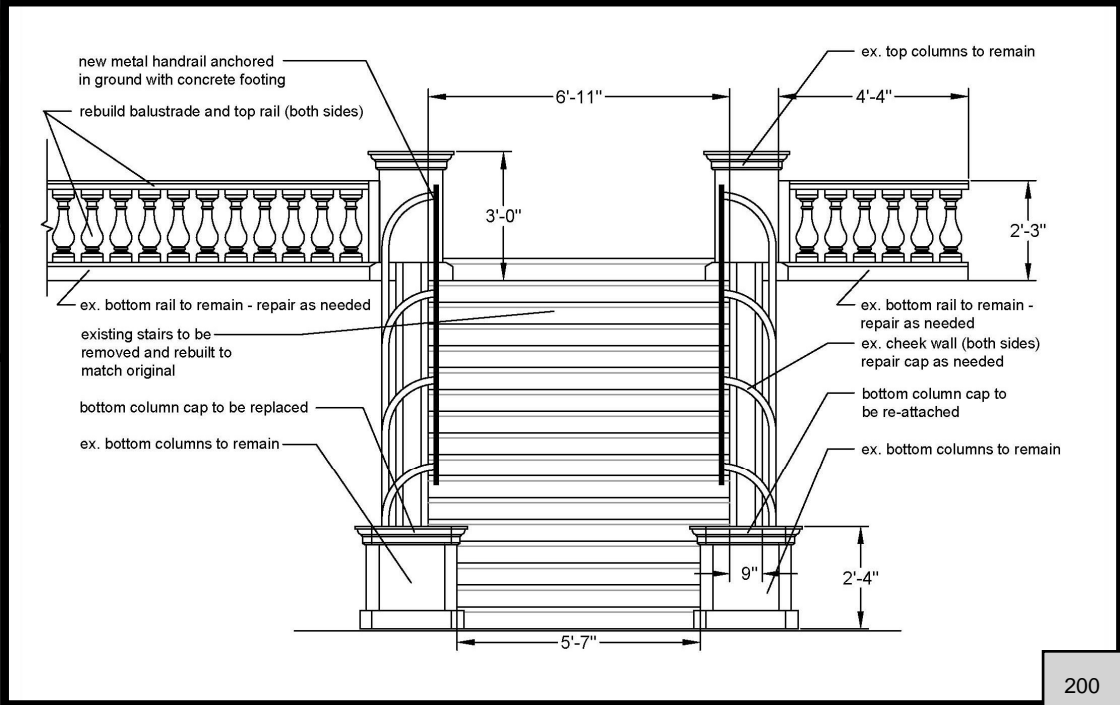
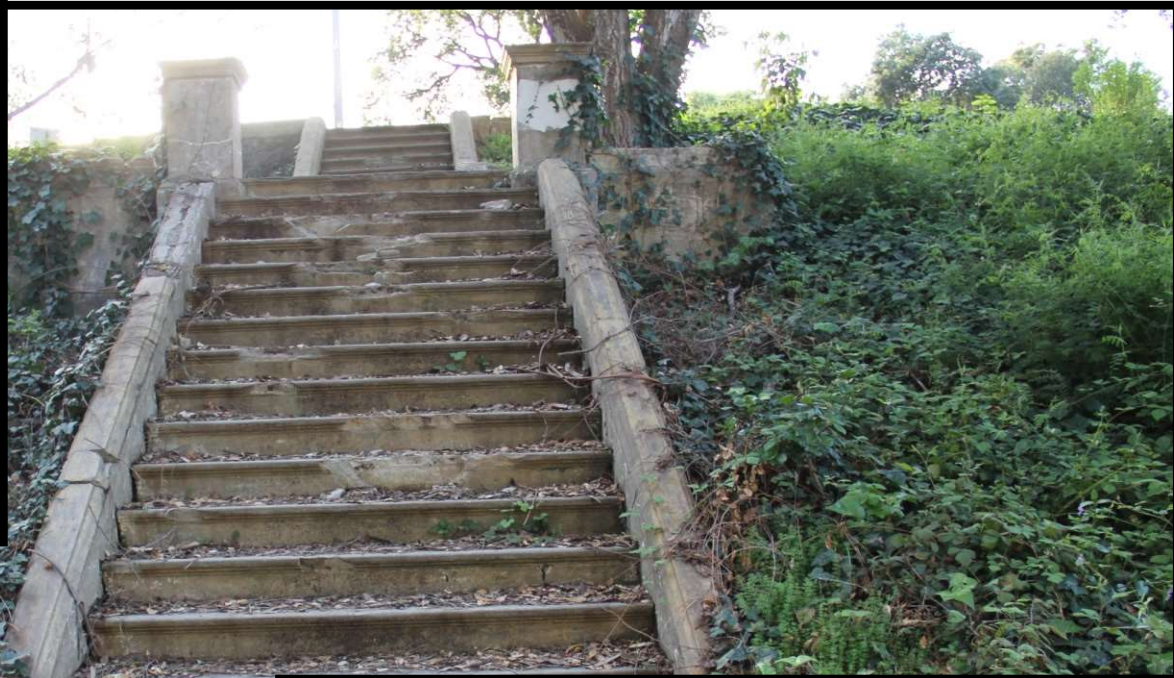
Current Scope



- Amphitheater
- Handrails for existing steps to Mansion
- Nature Play Area
- Modifications of garden wall along Wharf Road
- Fencing
- Overhead lighting
- ADA pathway to mansion level
- Benches, trash and recycling receptacles
- Automatic Drip Irrigation system

Amphitheater

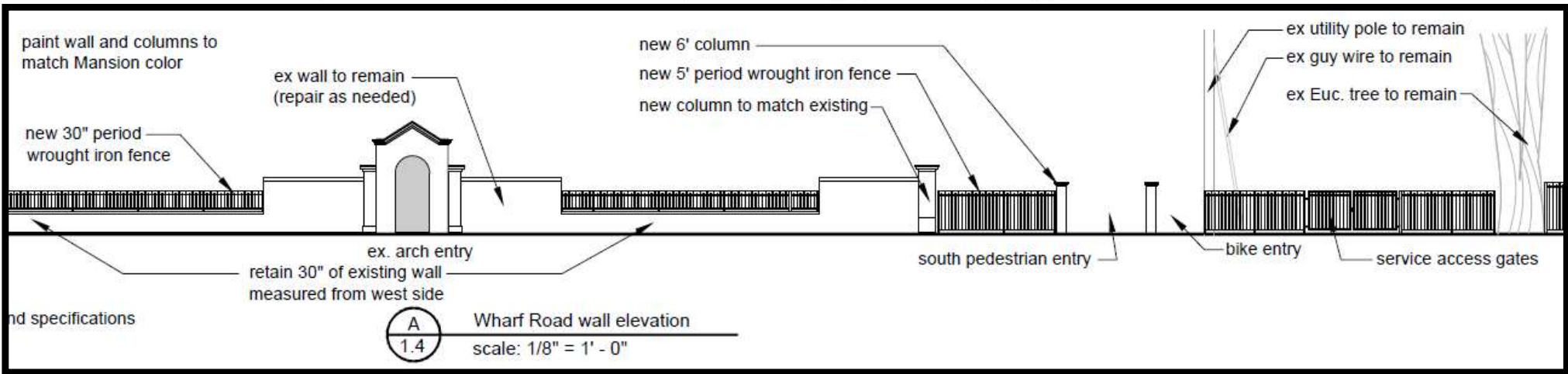
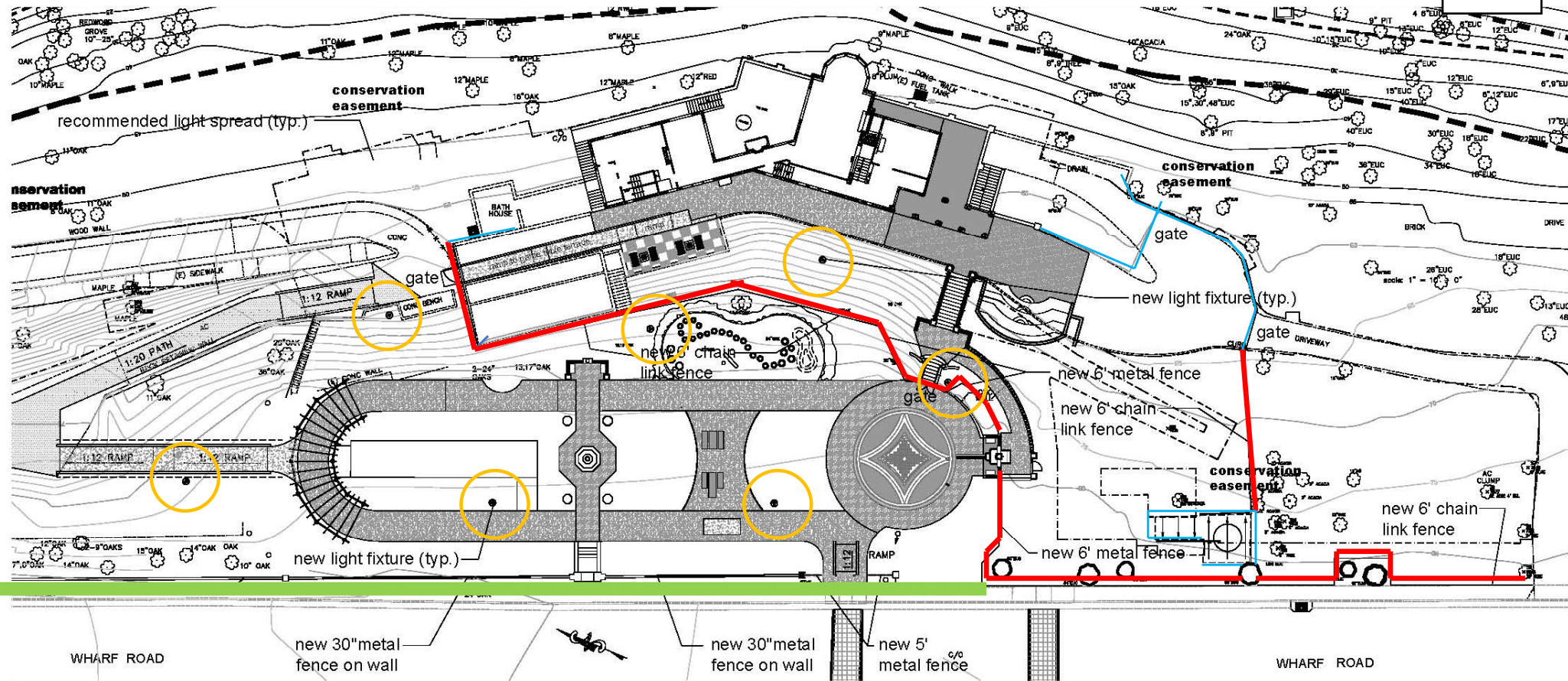




Grand Staircase

New Fencing, Light locations, Wall Treatment

Item 8 C.



Park at Rispin Mansion Excluded Project Elements



Item	Cost
Acanto Fountain Emitter	\$6,800
Bike Post Bollard (5 units)	\$7,000
Ceramic Plant Containers (4 units)	\$7,200
Ceramic Urns (2 units)	\$1,600
Game Table with Benches	\$42,000
Oak Leaf Fountain Emitter	\$2,880
Pelican Sundial & Sundial Pad	\$18,800
New Arbor with Columns	\$82,120
Bocce Ball Court	\$52,800
2550 sq. ft. of Pavers	\$108,800
Planting (additional)	\$20,000
Total	\$350,000

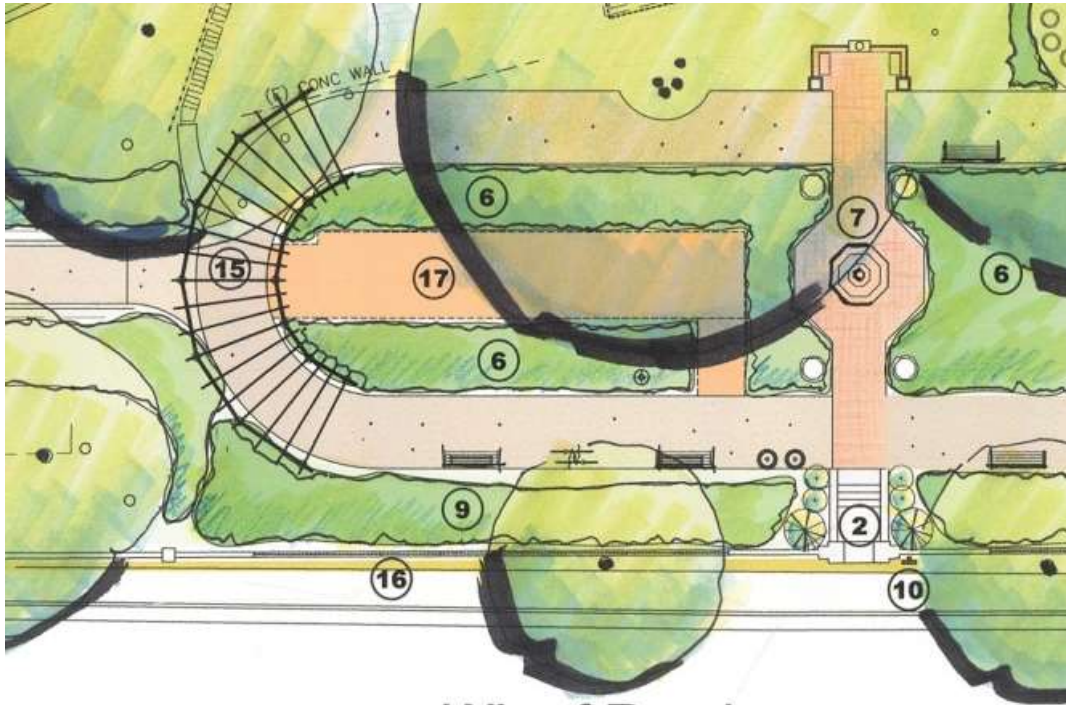
Park at Rispin Mansion Excluded Project Elements



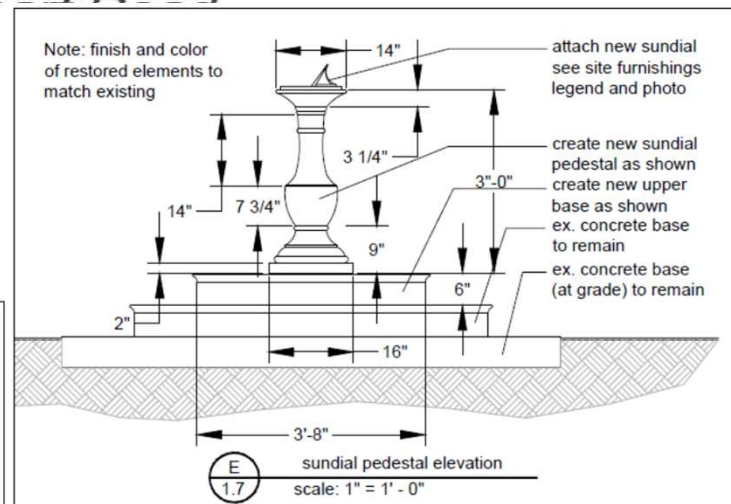
Game Table with Benches (13) and associated site work



Park at Rispin Mansion Excluded Project Elements



Bocce Ball Court (17)
Sundial Restoration (7)
Arbor (15)

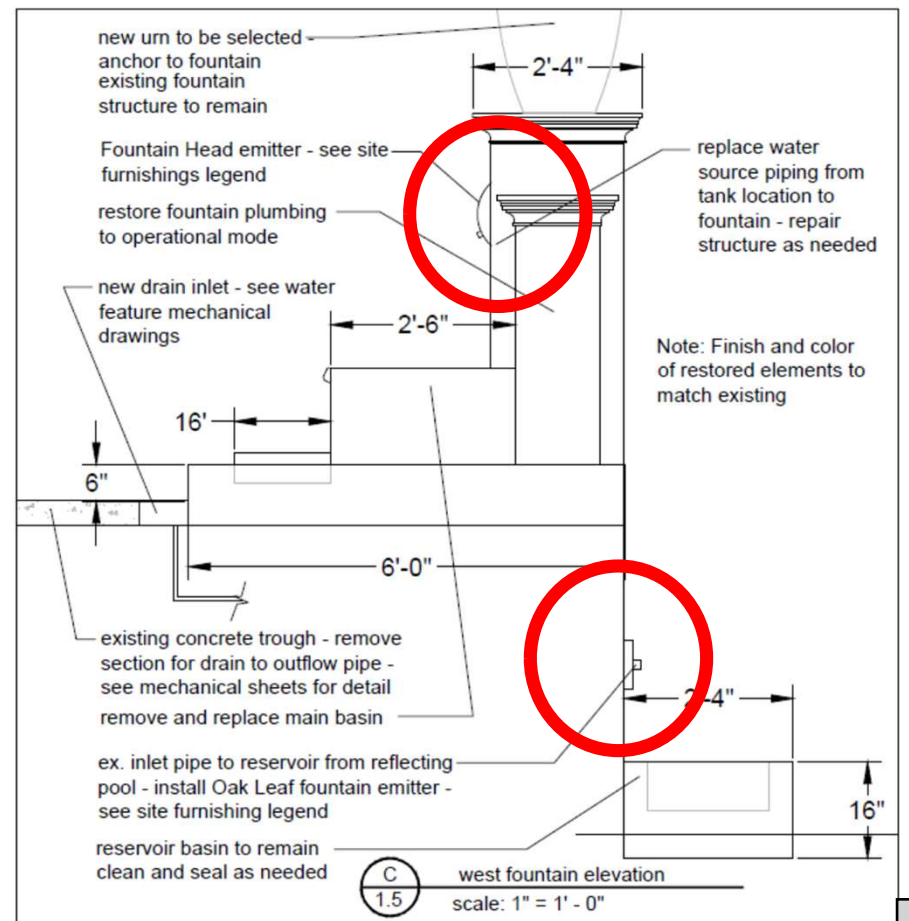
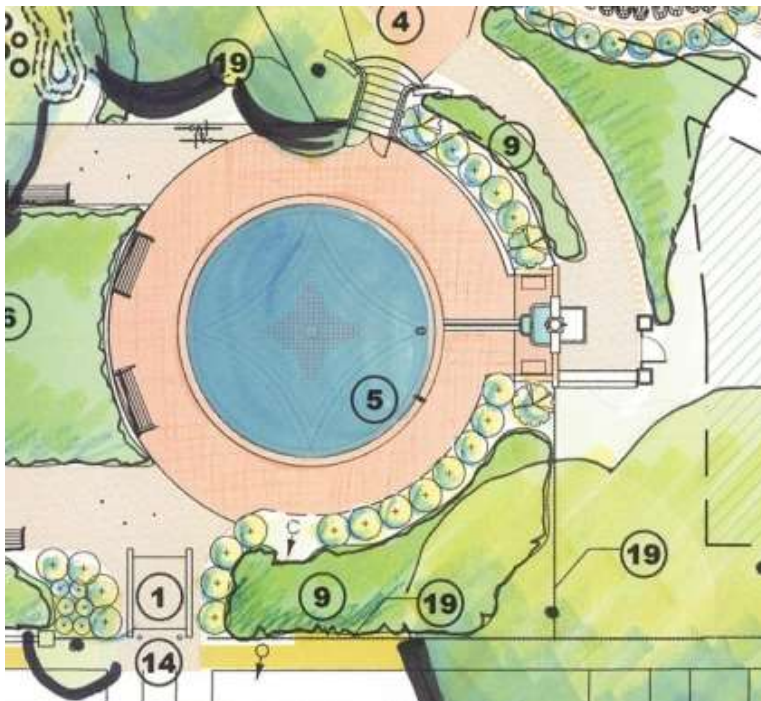


Park at Rispin Mansion

Excluded Project Elements



Fountain Emitters



Park at Rispin Mansion Excluded Project Elements



New Pavers



Park at Rispin Mansion

Fiscal Impact



Total project budget: \$949,000

- Available funding: \$980,600
- Includes Proposition 68 grant: \$178,000

Recommended scope within approved budget

Ability to complete more elements in future phases

Park at Rispin Mansion

Project Schedule



Work Window: April 15
- October 15

Only minor disturbances permitted outside this timeframe.



Anticipated Start Date: April 22



Completion: Fall

Recommendation

Authorize the City Manager to execute a Public Works Agreement with Betz Works for the Rispin Mansion Park Project in an amount not to exceed \$949,000.

