

# City of Capitola City Council Meeting Agenda Thursday, April 23, 2026 – 6:00 PM



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

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

## Closed Session – 5:15 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 NEGOTIATOR (Govt. 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: Terms of lease
- ii. CONFERENCE WITH LEGAL COUNSEL—LIABILITY CLAIMS (Gov. Code § 54956.95)  
Claim Against the City of Capitola  
Claimant: Julissa Guzman
- iii. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Gov't. Code §54956.9(d)(2), (e)(3)  
One Case

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

### 1. Roll Call and Pledge of Allegiance

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

### 2. Additions and Deletions to the Agenda

### 3. Report on Closed Session

### 4. Additional Materials

*Additional information related to an agenda item on this agenda and submitted to the City after distribution of the agenda packet pursuant to Government Code §54957.5. All correspondence received prior to 5:00 p.m. on the Wednesday preceding a Council Meeting will be distributed to Councilmembers to review prior to the meeting. Information submitted after 5 p.m. on that Wednesday may not have time to reach Councilmembers, nor be read by them prior to consideration of an item.*

- A. Item 5 - Correspondence Received

- [B.](#) Item 7B - Correspondence Received
- [C.](#) Item 7C - Correspondence Received & Staff Memorandum
- [D.](#) Item 7D - Correspondence Received
- [E.](#) Item 8A - Correspondence Received
- [F.](#) Item 8B - Correspondence Received
- [G.](#) Item 8C - 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 special meeting on April 7, 2026, and the regular meeting on April 9, 2026.
- [B.](#) Esplanade Park Coastal Access Enhancement and Adaptation Plan  
Recommended Action: 1) Adopt a resolution authorizing the City Manager to execute a grant agreement with the State Coastal Conservancy for the Esplanade Park Coastal Access Enhancement and Adaptation Plan; and 2) Authorize the City Manager to execute a professional services agreement with Integral Consulting Inc. in the amount of \$275,000, in a form substantially similar to the attached agreement, subject to approval by the City Attorney.
- [C.](#) Homeland Security Grant Program  
Recommended Action: 1) Accept a Homeland Security Grant as a subrecipient through the County of Santa Cruz in an amount up to \$50,000; and 2) adopt a resolution amending the FY 2025–26 General Fund operating budget to increase revenues and expenditures by up to \$50,000.
- [D.](#) Park at Rispin Mansion Fundraising Partnership  
Recommended Action: 1) Authorize the City Manager to execute a Memorandum of Understanding with Capitola Cares for a fundraising campaign for additional elements at the Park at Rispin Mansion; and 2) approve an administrative policy regarding Donor Recognition at the Park at Rispin Mansion

## 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.** Wharf Master Plan

Recommended Action: Receive a presentation on the conceptual design for a Wharf Master Plan; adopt a resolution adopting the Wharf Master Plan; and direct staff to release a Request for Proposals (RFP) for a qualified private entity to construct and operate the marketplace through a lease agreement with the City.

**B.** 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project - Entryway Enhancement

Recommended Action: Authorize staff to modify the project scope of the 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project to include curb, sidewalk, and hardscape improvements at the corner of 41st Avenue and Gross Road Extension to accommodate a future gateway monument.

**C.** California Voting Rights Act Challenge and Demand for City to Transition to District-Based Elections

Recommended Action: Consider a letter received on March 19, 2026, challenging the City's at-large election system and demanding the City transition to district-based elections; and provide direction to staff regarding next steps.

**D.** Citywide Website Update Project

Recommended Action: Receive a presentation of the City's new website.

## 9. Adjournment

*The next regularly scheduled City Council meeting is on May 14, 2026, at 6:00 PM.*

---

### How to View the Meeting

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

**Other ways to Watch:**

Spectrum Cable Television channel 8

City of Capitola, California YouTube Channel

### 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](mailto:citycouncil@ci.capitola.ca.us) and they will be included as a part of the record for the meeting.

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

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

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

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

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

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

**SHENKMAN & HUGHES**

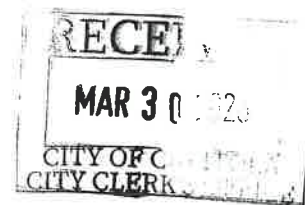
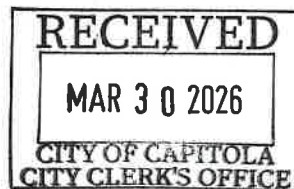
ATTORNEYS

MALIBU, CALIFORNIA

28905 Wight Road  
Malibu, California 90265  
(310) 457-0970[kshenkman@shenkmanhughes.com](mailto:kshenkman@shenkmanhughes.com)

VIA CERTIFIED MAIL

March 13, 2026

Julia Gautho - City Clerk  
City of Capitola  
420 Capitola Ave  
Capitola, CA 95010*Re: Violation of California Voting Rights Act*

I write on behalf of Southwest Voter Registration Education Project and its members residing in the City of Capitola. The City of Capitola (“Capitola” or “City”) relies upon an at-large election system for electing candidates to its governing board. Moreover, voting within the City is racially polarized, resulting in minority vote dilution, and therefore Capitola’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of so-called “at-large” voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4<sup>th</sup> 660, 667 (“*Sanchez*”). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the candidates in the voter's district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a bare majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted “at-large” election schemes for decades, because they often result in “vote dilution,” or the impairment of minority groups’ ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) (“*Gingles*”). The U.S. Supreme Court “has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength” of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S.

613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973). “[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group's ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; see also Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4<sup>th</sup> 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. In *Pico Neighborhood Association v. City of Santa Monica* (August 24, 2023) 15 Cal.5<sup>th</sup> 292, the California Supreme Court recently confirmed this commonsense reading of the CVRA. Also see Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

Capitola’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of the City’s council elections.

According to the U.S. Census, Latinos comprise approximately 22.4% of the City’s population. Yet, Latino representation on Capitola’s governing board has been sparse to non-existent. The contrast between the significant Latino proportion of the electorate and the absence of Latinos elected to the Capitola City Council is outwardly disturbing and fundamentally hostile towards participation from members of this protected class.

In light of the City’s underrepresentation of Latinos, it is no wonder why Latino residents do not frequently emerge as candidates. Opponents of fair, district-based elections may attempt to attribute the lack of candidates within the protected class to a lack of interest from their respective communities within the City. On the contrary, the near-absence of Latino candidates reveals vote dilution. *See Westwego Citizens for Better Government v. City of Westwego*, 872 F. 2d 1201, 1208-1209, n. 9 (5th Cir. 1989).

Still, elections for Capitola’s city council likewise exhibit racially polarized voting. For example, in the most recent election (2024), Enrique Dolmo Jr. received significant support from Latino voters, but lost due to a lack of support from non-Hispanic white voters. The same was true for Mr. Dolmo in the 2022 election. While one might point to Yvette Lopez Brooks’ success in the 2018 and 2022 elections, she acknowledged the near-complete absence of Latino representation on the Capitola City Council in the election guide – “I really believe that it’s important to have a minority voice, a woman’s voice, a woman of color ... ,” and then she resigned in January 2025, leaving the Capitola City Council once again with no Latino representation.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale City Council, with districts that combine all incumbents into one of the four districts. Since then, we have similarly prevailed in a series of CVRA trials – against the cities of Highland and Santa Monica, and the Ramona Unified School District.

Given the racially polarized voting in elections in Capitola and resulting vote dilution, we urge the City to voluntarily change its at-large system of electing governing board members. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than May 5, 2026 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,



Kevin I. Shenkman

**Gautho, Julia**

---

**From:** Bob Hickman <bobster1263@yahoo.com>  
**Sent:** Monday, April 20, 2026 11:16 AM  
**To:** City Council  
**Subject:** Council member Melinda Orbach

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Capitola City Council,

Please add the following to Agenda Item #5 Oral Communications by Members of the Public

I am writing with a concerning trend I am seeing with one of our current city council members Melinda Orbach.

Time and time again she has shown that she is not suited to sit on this city council and seems to be using it to push her own agendas and not that of the will of the city. She has also shown several episodes of immaturity that is not in align with a member of a leader of our city.

Examples are as follows

1. City Council meeting regarding Measure L. When she was told no that supporting measure L which was the will of the city voters meant that we would not support The Friends of Rail Trail Proposal of rebuilding the Stockton Bridge. She threw a little hissy fit and slammed herself back into her chair. Reminded me of a little toddler not getting her way.
2. Using her position on the Dias to call out a member of the community knowing that community member had no chance of responding to the slander due to public comment period being over.
3. Capitola Mall. Her husband wrote a complaint to the state of California. She then claims she had no idea what her husband was doing. She should recuse herself from all future matters pertaining to the mall project. Any reasonable person would question whose interest were being served hers acting for the city, or is she acting to please her spouse?
4. Using this last meeting to push her private agenda to move the county to pass a sales tax increase to help fund Metro. The sales tax measure increase is supposed to be a community lead measure of which she is part of. This is her private agenda it should not have been brought up in the city council meeting where now people might be thinking oh the City of Capitola supports this measure. It has been brought up as citizen measure to avoid the 2/3rds required vote and reduce to 51% to pass. Now she is making it into city sponsored. Thus, showing again she is out for her own personal agenda and not the City's agenda.
5. Finally, last Thursday's City Council meeting on April 9th when she was pushing her own agenda on the Stockton Bridge and she did not get her way, throwing herself back in her chair in a little hissy fit again, only this time she took it too far when she started cussing because she could not get her way repeatedly saying B.S. over and over again.

For a sitting council member sitting on the Dias to start swearing in a live and recorded meeting is completely unacceptable! Steps need to be taken as this is a clear violation of the code of conduct all council members must be held accountable to.

Melinda Orbach should resign from her seat since she seems to not be able to separate her private agendas from as a council member who is supposed to be representing the voters. At the very least she needs to be censured due to her recent outburst!

A very concerned citizen of Capitola

Bob Hickman

**Gautho, Julia**

---

**From:** Leslie Nielsen <lpbeach21@gmail.com>  
**Sent:** Wednesday, April 22, 2026 2:43 PM  
**To:** City Council; Gautho, Julia  
**Subject:** City Council Item 7B comment

Mayor and Council,

I respectfully ask that you pull Item 7B – Esplanade Park Coastal Access Enhancement and Adaptation Plan from the April 23<sup>rd</sup>, City Council Consent agenda, and **defer action** until after the full budget discussion, and a transparent presentation of CIP priorities and long-term funding strategy have been reviewed and approved, and you have comprehended the project in the context of a continuous shoreline profile.

Adopting this resolution tonight is premature—not just from a process standpoint, but from a **financial policy standpoint**, particularly given the City’s growing reliance on Measure Y revenue.

The proposed resolution requires the City to:

- Accept the grant,
- Certify that it has sufficient funds to complete the project, and
- Commit to covering any additional costs beyond the grant amount

Yet at the same time, your own proposed budget makes it clear that:

- The General Fund balance is projected to be well below the City’s minimum target
- The city is facing a structural imbalance within the next few years
- And Measure Y revenue is already being used to maintain current service levels

**Why is the City committing to new projects—however well-intentioned—before clearly demonstrating how those commitments fit within a structurally constrained budget?**

Even though this is a planning grant, the work program leads directly to:

- A preferred alternative
- Cost estimates
- And a phased implementation strategy

That means this decision is not neutral—it is setting up future capital expectations and potential financial obligations, likely to be funded—at least in part—by the same limited revenue sources we are already relying on, including Measure Y.

And yet, the **Capital Improvement Program priorities have not been presented publicly**, and the **budget itself has not been fully vetted by Council or the community**.

This creates a disconnect between project advancement, and fiscal reality and prioritization.

At a minimum, before approving this resolution, the Council should clearly articulate:

- How projects like this will be funded long-term
- Whether Measure Y is being relied upon for future implementation

- And how this project ranks against other unfunded capital needs

It appears the City is making forward commitments **before resolving its underlying structural financial challenges**, and without any public or council input as a consent agenda item.

I also want to raise a critical concern about the **lack of continuity between the Cliff Drive Resiliency Project and the Esplanade Park Adaptation Plan—specifically the unaddressed segment around Hooper’s Beach and the Wharf.**

From a coastal engineering perspective, this is not just a design issue—it is a **Coastal Act compliance issue.**

The Coastal Commission consistently requires that shoreline projects be evaluated based on their **site-specific AND cumulative impacts**, particularly under:

- **Coastal Act Section 30235** – which allows shoreline armoring only when it is necessary to protect existing structures **and does not cause or contribute to erosion or adverse impacts to adjacent areas**
- **Section 30253** – which requires that new development minimize risks from hazards like erosion and sea level rise, and **avoid creating or exacerbating hazards on neighboring properties**

Designing adaptation measures on **either side of a gap**—without analyzing the intervening shoreline—raises a clear risk of:

- **Flanking erosion at the project boundaries**
- **Transfer of wave energy into unprotected segments**
- **Increased risk to adjacent assets like the Wharf and existing revetments**

This is exactly the type of “**piecemealing**” the Coastal Commission routinely pushes back on.

And importantly, the grant-funded work program explicitly includes:

- Coastal hazard modeling
- Evaluation of structural and nature-based alternatives
- Development of a preferred design strategy

But for that analysis to be legally and technically defensible under the Coastal Act, it must be based on a **continuous coastal profile**, not segmented project boundaries.

Without integrating the Hooper’s Beach / Wharf segment into the analysis, it will be very difficult for the city to demonstrate compliance with these standards during Coastal Development Permit review.

You cannot responsibly design a shoreline solution to the west, and another to the east while effectively **skipping the middle section**, which is likely to become the point of failure.

Before advancing design concepts or selecting a preferred alternative, the city should demonstrate:

- A **continuous coastal engineering profile** from Cliff Drive through Esplanade Park
- Integrated modeling of **wave dynamics and shoreline response across the entire reach**, including Hooper’s Beach and the Wharf
- And a clear understanding of how each project interacts with adjacent shoreline segments

Without that integrated analysis, there is a real risk that we are designing solutions in isolation that could **conflict with one another—or worse, transfer risk directly into the gap area** where no solution is currently being proposed.

It would be irresponsible to push an item this important through a consent item resolution.

Best regards,

Leslie Nielsen

**Gautho, Julia**

---

**From:** Peter Gelblum <pbgelblum@gmail.com>  
**Sent:** Sunday, April 19, 2026 7:40 AM  
**To:** City Council  
**Subject:** Item 7c on 4/23/26 City Council Consent Agenda

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Council members: Item 7c on the 4/23 Council Consent Agenda asks the Council to approve a \$50,000 grant from the Department of Homeland Security. However, the Agenda Packet does not include the entire grant agreement. It is missing two attachments:

Attachment B, "Subaward Requirements (Scope & Program Conditions)"  
Attachment C, "Federal & State Grant Assurances"

Of course, the Council should see the entire agreement it is being asked to approve. I am particularly concerned about this item because I understand that DHS has started requiring anyone receiving funds from DHS to agree to cooperate with DHS and, therefore, ICE. Such an agreement would violate state and local sanctuary laws. But even putting that aside, the entire contract should be publicly available for any item the Council is asked to approve.

Please publish the two missing contract attachments before voting on this item.

Thank you,  
Peter Gelblum,  
Chair, Santa Cruz County Chapter, ACLU of Northern California



**POLICE DEPT.**

# Memo

To: City Council  
From: Leo Moreno, Police Captain  
Date: April 23, 2026  
Re: Item 7C – Exhibits to Attachment

---

Mayor and City Council,

Staff inadvertently omitted Exhibits B and C from Attachment 1 to Item 7C. They are included attached to this memorandum.

## **ATTACHMENT B — SUBAWARD REQUIREMENTS** **(Scope & Program Conditions)**

The following operational requirements apply to SUBRECIPIENT's SHSGP-funded project(s). COUNTY may update deliverable deadlines by written notice to SUBRECIPIENT to align with Cal OES or DHS/FEMA changes.

**A. Reporting.**

Performance Reports are due: **May 31**, 2026 or as subsequently noticed in writing by COUNTY. Reports shall be submitted to COUNTY via email to [annie.puckett@santacruzcountyca.gov](mailto:annie.puckett@santacruzcountyca.gov).

**B. Procurement.**

SUBRECIPIENT shall follow the more stringent of its documented local procurement procedures or 2 C.F.R. §§ 200.317–200.327. Any noncompetitive procurement requires prior written approval from COUNTY and Cal OES with [supporting documentation](#).

**C. Training & Exercises.**

All grant-funded training requires Cal OES prior approval with a [Training Request Form](#); obtain a Training Feedback Number at least thirty (30) calendar days before the first day of the training or related activities, with course materials/agenda attached. Exercises conducted with SHSGP funds must be reported; an AAR/IP or summary report (for seminars/workshops) is due to Cal OES within ninety (90) calendar days of completion.

**D. Environmental & Historic Preservation (EHP)**

Projects or activities with potential environmental or historic impacts require [FEMA EHP screening](#) and written approval prior to commencement of the funded activity.

**E. Equipment**

Equipment must be on the FEMA [Authorized Equipment List \(AEL\)](#). Prohibited: weapons and weapon accessories. Restrictions apply to pharmaceuticals, medical countermeasures, and critical emergency supplies. Video surveillance, telecommunications, and unmanned aerial systems produced by, owned by, or otherwise connected to the People's Republic of China are prohibited. Asset tagging and inventory are required; disposal of federally funded equipment requires prior approval.

**F. Project Modifications**

Budget or scope changes require formal approval; SUBRECIPIENT may implement modification activities only after receiving written final approval from Cal OES (and DHS/FEMA as required for [National Priority projects](#)).

**G. Reimbursement**

This is a cost-reimbursement subaward. Requests must include invoice(s), proof of payment, proof of receipt (e.g., packing slips and photos showing asset tags) for equipment, procurement documentation where applicable, and payroll/time documentation for personnel or consultants. Subrecipients are encouraged to submit no later than **May 1, 2026**. COUNTY shall remit reimbursement payment to SUBRECIPIENT within thirty (30) calendar days following COUNTY's receipt and acceptance of a complete invoice package, subject to the terms and conditions of subaward requirements.

**H. Closeout & Disposition**

Subrecipient shall provide all financial and performance documentation necessary for COUNTY to meet federal and state close-out deadlines, including equipment disposition requests where applicable.

**I. Termination Triggers**

Failure to submit required reports; failure to expend funds in accordance with milestones/guidance; failure to comply with subaward requirements or applicable local, state, or federal law; false certification; or failure to adequately manage, monitor, or direct grant activities may result in suspension or termination, withholding of funds, cost disallowance, and repayment.

**ATTACHMENT C — FEDERAL & STATE GRANT ASSURANCES**

SUBRECIPIENT shall comply with all applicable federal and state requirements, all incorporated into this Contract by reference, including without limitations the following:

1. 2 C.F.R. Part 200 (Uniform Guidance): internal controls (§ 200.303); procurement (§§ 200.317–200.327); cost principles (Subpart E); remedies (§ 200.339); records (§ 200.334); closeout (§ 200.344); domestic preferences (§ 200.322); and the telecommunications/video surveillance prohibition (§ 200.216).
2. Civil Rights and Nondiscrimination: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act; Age Discrimination Act; and Executive Order 13166 (Limited English Proficiency).
3. Debarment/Suspension: 2 C.F.R. Part 180 (and 2 C.F.R. Part 3000, as applicable); Subrecipient and its principals are not debarred or suspended; verification via SAM.gov shall be maintained. UEI and SAM registration shall be maintained per 2 C.F.R. Part 25.
4. Anti-Lobbying: Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and submission of certifications as applicable.
5. Drug-Free Workplace Act of 1988.
6. Federal Funding Accountability and Transparency Act (FFATA) (2 C.F.R. Part 170), as applicable.
7. DHS/FEMA Conditions: including FEMA EHP screening and written approval before commencement of any activity triggering EHP; adherence to the FEMA Authorized Equipment List (AEL); and prohibition on PRC-connected video surveillance, telecommunications, and UAS equipment.
8. Cal OES Program Conditions/Guidance: including training approvals and reporting (AAR/IP within 90 days), project modification approvals, equipment management and disposition, and closeout requirements.
9. Single Audit Act and 2 C.F.R. Subpart F: if Subrecipient's annual federal expenditures equal or exceed \$750,000, Subrecipient shall obtain a Single Audit and provide required reports.
10. Program Income and Equipment: any program income shall be used and accounted for consistent with 2 C.F.R. § 200.307; equipment acquisition, use, and disposition shall comply with 2 C.F.R. § 200.313.



**POLICE DEPT.**

# Memo

To: City Council  
From: Sarah Ryan, Chief of Police  
Date: April 23, 2026  
Re: Item 7C – Acceptance of State Homeland Security Grant Program Funding

---

On April 21<sup>st</sup>, 2026, staff amended the agenda packet to include exhibits B and C to Attachment 1 of Item 7C. These attachments were inadvertently omitted from the agenda packet.

Following receipt of public comment related to Item 7C, staff confirmed with the City Attorney and the County that the State Homeland Security Grant Program (SHSGP) from FEMA falls under Fiscal Year 2022 requirements, which means the funding is still under legacy grant guidelines that have not had any presented any concern or liability to the City.

**Gautho, Julia**

---

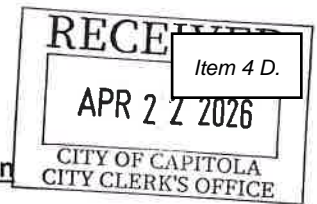
**From:** Brenda Torres <btvenice8@gmail.com>  
**Sent:** Tuesday, April 21, 2026 9:10 PM  
**To:** City Council  
**Subject:** Homeland Security Grant?

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

"C. Homeland Security Grant Program Recommended Action: 1) Accept a Homeland Security Grant as a subrecipient through the County of Santa Cruz in an amount up to \$50,000; and 2) adopt a resolution amending the FY 2025–26 General Fund operating budget to increase revenues and expenditures by up to \$50,000. "

Where can I get additional information regarding this grant and what my town is doing? I'm very concerned we are contracting with this government agency.

Thank you, Brenda Torres (homeowner)



## City Council Meeting 4/23/26, Public Comment - Item 7D – Park at Rispin Mansion

Dear Council Members and Mayor,

I do not support the installation of artificial turf in the nice new park for many documented reasons. I attended the last council meeting 2/26/26 when this was discussed and the item was not opened for public comment. I wanted to oppose artificial turf for many reasons. 20 years ago it seemed like a great idea with the drought. Since then the use of artificial turf has many cons. I entered "artificial turf pros & cons" in Google search and immediately got an AI response and a New York Times review from 2021, you can get the basic info.

From personal experience - it is expensive. They dig & haul away out 6 inches of soil, replace it with rock, wire & weed block. It doesn't last that long, it frays at the edges and weeds sprout. The kids throw debris on it and once it gets dirt on it there are weeds unless you maintain it regularly. Please consider the below pros and cons.

### Why We Don't Recommend Artificial Grass for Most People

The New York Times

<https://www.nytimes.com> › [Home](#) › [Gardening](#)

Jul 9, 2021 — Aside from the *high cost, short lifespan, and maintenance requirements* of artificial turf, serious environmental concerns are another reason we ...

People also ask

What is the disadvantage of artificial grass?

AI Overview

Disadvantages of artificial grass include high upfront costs, significant heat retention making it uncomfortable in sun, environmental concerns like plastic pollution (microplastics) and carbon footprint, lack of biodiversity support, and potential health risks from chemicals, while still requiring maintenance like cleaning and brushing, and posing issues with proper drainage and disposal.

Environmental Concerns

- **Plastic & Microplastics:** Made from petroleum-based plastics, it contributes to plastic pollution and microplastic release into soil and water.
- **Heat Island Effect:** Absorbs and retains heat, making surfaces much hotter than natural grass and contributing to localized warming.
- **No Ecosystem Support:** Does not support soil organisms, insects, or pollinators, removing natural habitats.
- **Runoff:** Can increase surface runoff, potentially causing flooding and carrying pollutants into drains.
- **Disposal:** Difficult to recycle and not biodegradable, creating landfill issues at end-of-life (typically 10-20 years).

Health & Safety Concerns

- **Chemical Exposure:** Contains chemicals like PFAS, PAHs, and phthalate



A instant research result says a little more below;

#### ◆ AI Overview

Artificial grass provides a low-maintenance, year-round green lawn that saves water and eliminates mowing, making it ideal for high-traffic or shaded areas. While it offers great durability and a consistent look, it has a high initial installation cost, gets very hot in direct sunlight, and lacks environmental benefits. [Bella Turf +3](#)

#### Pros of Artificial Grass

- **Low Maintenance:** No mowing, watering, weeding, or fertilizing is required, reducing long-term upkeep time and costs [Angie's List](#).
- **Durability and Aesthetics:** Remains green, lush, and durable in all weather conditions for 12–20 years, even under heavy foot traffic [YouTube](#).
- **Water Conservation:** Ideal for drought-prone regions as it requires no irrigation.
- **Pet-Friendly:** Easy to clean and resistant to damage, fleas, and ticks.
- **Cleanliness:** No mud or grass stains, preventing pets and children from tracking mess indoors. [YouTube +4](#)

#### Cons of Artificial Grass

- **High Initial Cost:** Installation is generally 40% higher than natural grass, although it may pay off over time.
- **Heat Retention:** Synthetic turf can get very hot in direct sunlight, sometimes reaching temperatures uncomfortable to walk on.
- **Environmental Impact:** Made from non-biodegradable plastics and does not support local ecosystems or pollinators.
- **Requires Occasional Care:** While low maintenance, it still requires cleaning (removing debris, washing) and occasional brushing to keep fibers upright.
- **Non-Replenishing:** Unlike natural grass, it does not clean the air, produce oxygen, or aid in groundwater replenishment. [Bella Turf +5](#)

Sincerely,

Paula Bradley



**Gautho, Julia**

---

**From:** Terre Thomas <terra12@cruzio.com>  
**Sent:** Wednesday, April 22, 2026 10:15 AM  
**To:** City Council  
**Subject:** Wharf Master Plan

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Council Members,

I am urging you NOT to adopt the Wharf Master Plan because:

- 1) A lifeguard station on the wharf is NOT conducive to saving lives in the ocean. A guard would have to leave the tower, losing track of the problem in the water, go back down to the wharf entrance to use the stairs, then go out onto the beach, unsure of where the distressful situation is occurring. How long would that take? That scenario would be totally irresponsible and time consuming. (Plus, any rescue vehicle would prove cumbersome and useless if it were on the wharf.) So, as a former lifeguard, knowing that time is of the essence, I formally request that you eliminate the lifeguard station on the wharf. They belong on the beach, close to the action.
- 2) Does the bait and tackle shop need to be two stories high? That would create a monstrous sized building, totally out of scale with the wharf, and block access to the other side, if attached to the restaurant. Please consider keeping the bait and tackle shop to one story, and providing access to the other side with a walkway between the two buildings.
- 3) Be sure that the proposed picnic tables are far enough away from the fishermen, so that their casting doesn't hit those seated at the tables. Ouch!

We have been enjoying the new wharf, and the views on both sides. Please don't approve making those new buildings overwhelming, and out of scale (and need) for the public.

Thank you for your consideration.  
Terre Thomas, long time Capitola resident

Sent from my iPhone



---

## Wharf Markers

---

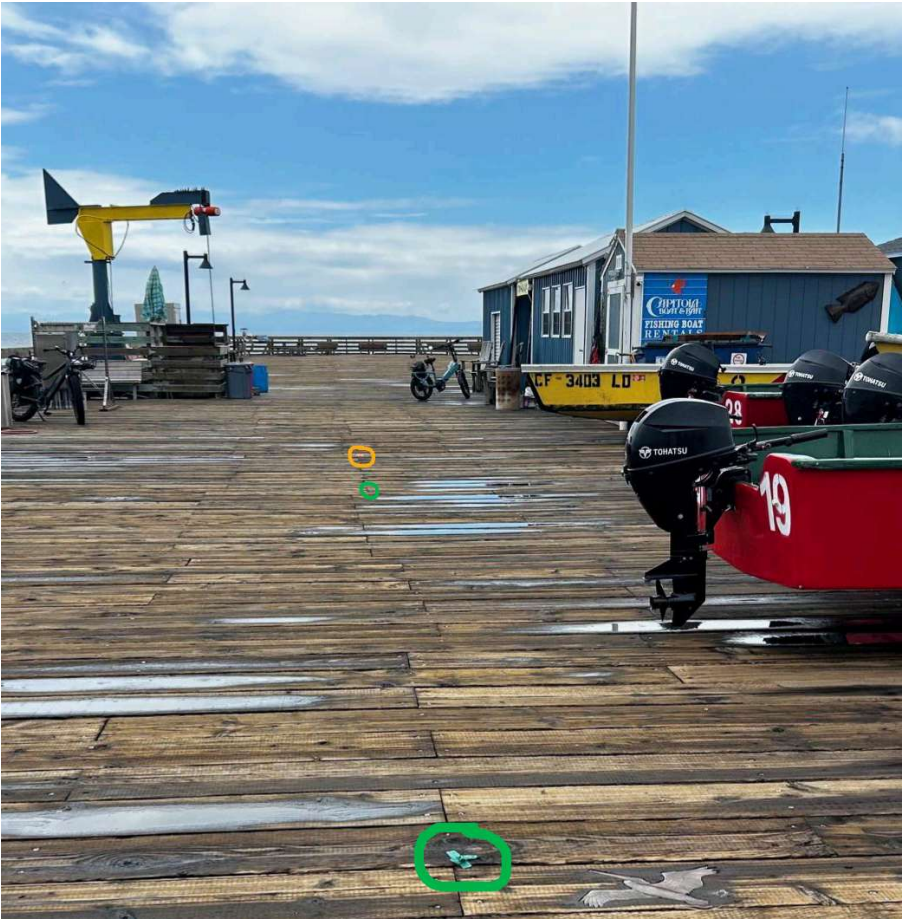
**From** Herlihy, Katie (kherlihy@ci.capitola.ca.us) <kherlihy@ci.capitola.ca.us>  
**Date** Wed 4/22/2026 1:30 PM  
**To** City Council <citycouncil@ci.capitola.ca.us>  
**Cc** Goldstein, Jamie (jgoldstein@ci.capitola.ca.us) <jgoldstein@ci.capitola.ca.us>

 2 attachments (248 KB)

Wharf Flyer 2 of 2.pdf; Wharf Flyer 1 of 2.pdf;

Dear Mayor and City Council,

After the rain let up today, staff went out the Wharf and marked the corner locations of the buildings included in the Capitola Wharf Master Plan. The corners are marked with orange and green plastic, the orange being the corners of the marketplace and the green the bathroom/lifeguard station. Staff also posted laminated flyers (attached) for the public at the Wharf Entry and Boat and Bait. The flyers provide a QR code to the [Wharf Master Plan Webpage](#) and a site plan identifying the corners of the buildings. Laminated flyers were also provided to Boat and Bait for easy reference as questions come up.



Please reach out with any questions.

Regards,

Item 4 E.

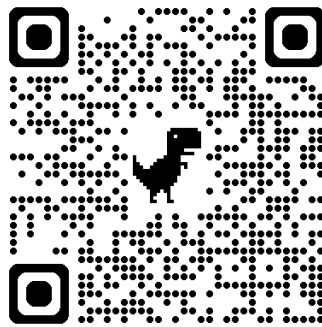
Katie Herlihy, AICP  
Community & Economic Development Director

City of Capitola  
420 Capitola Avenue, Capitola, CA 95010  
831.475.7300 ext. 216





The Draft Capitola Wharf Master Plan is now available online. Scan the QR code below to review the plan and stay informed.



**City Staff marked the corners of the conceptual buildings on the Wharf. Please note, the master plan is conceptual in nature and final design will occur later in the process.**

The **Orange Markers** indicate the corners of the Marketplace.

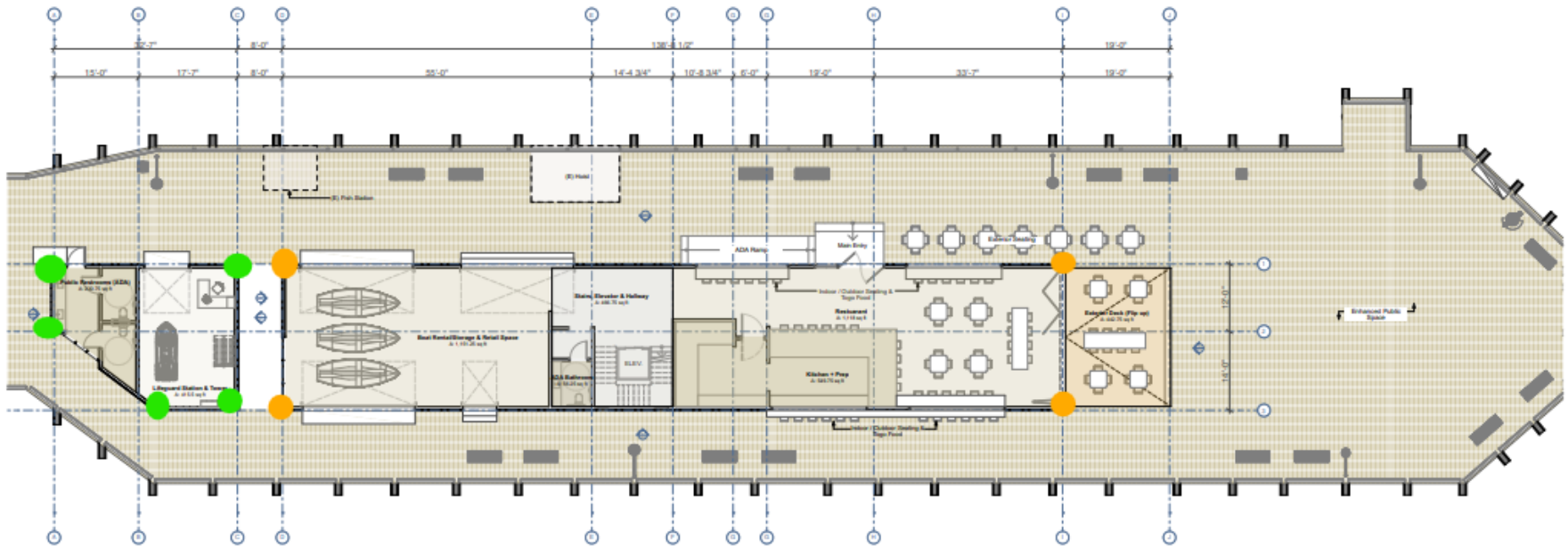
The **Green Markers** indicate the corners of the Restroom/Lifeguard.

### Upcoming Public Meeting:

The City Council will receive a presentation on the Wharf Master Plan on Thursday, April 23 at 6:00 PM  
City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

The **Orange Markers** indicate the corners of the Marketplace. ●

The **Green Markers** indicate the corners of the Restroom/Lifeguard. ●



**PROPOSED FIRST FLOOR**  
SCALE: 1/8" = 1'-0"

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
INCLUDED FEATURES WITHIN SELECTED OPTION(S):

1. FISHING CONCESSION
2. RENTAL BOAT STORAGE & BOAT REPAIR
3. FLEXIBLE OPEN AIR RESTAURANT / MARKET / BAR (HYBRID OF OPTION 6 & 7)
4. WIDE BENCHES & PLANTERS (ENHANCED PUBLIC SPACE)
5. LIFEGUARD STATION WITH PERSON RESCUE WATERCRAFT (PRWC / JETSKI)
6. ADDITIONAL RESTROOM

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
SQUARE FOOTAGES & OVERALL COST ESTIMATES

**TOTAL ESTIMATED COSTS: \$5.8m - \$6.2m**

ENHANCED PUBLIC SPACE / Estimated Area & Cost: (+/-)10,000sf / \$150k

PUBLIC RESTROOM (TWO STALL) / Estimated Area & Cost: (+/-)230sf / \$600k

LIFEGUARD STATION / LOOKOUT / Estimated Area & Cost: (+/-)500sf / \$200k

PERMANENT BOAT STORAGE & FISHING CONCESSION / Estimated Area & Cost: (+/-)1,200sf / \$1.2m

FLEXIBLE OPEN AIR FULL RESTAURANT / MARKET / BAR & ROOFTOP DANCING (HYBRID OF OPTION 6 & 7 / LEV01+LEV02) / Estimated Area & Cost: (+/-)4,800sf / \$3.3m

The costs above do not include Wharf engineering & fortification for proposed structures.  
Costs above do not reflect 'soft costs' (professional fees prior to construction).

1400 Wharf Rd Capitola CA 95010  
Thursday, April 16, 2026

**Gautho, Julia**

---

**From:** michael routh <qwakwak@gmail.com>  
**Sent:** Thursday, April 23, 2026 9:07 AM  
**To:** City Council  
**Subject:** Item 8B

**From:** michael routh <qwakwak@gmail.com>  
**Date:** April 23, 2026 at 9:01:57 AM PDT  
**To:** Council Capitola City <citycouncil@ci.capitola.ca.us>

Council members,

While there is no doubt 41st Ave needs rehabilitation, proceeding with Gross Rd modifications to allow for a gateway monument without first attempting to get the county to remove the barrier on 40th Ave seems premature. If the city and county could agree to open 40th Ave the entire configuration of the intersection could change. Opening 40th Ave could create the biggest traffic improvement on that intersection and on 41st Ave in decades. To ignore it and make even minor changes at the Gross Rd intersection seems foolhardy without an attempt to try to get the county to open 40th Ave.

Mick Routh

Sent from my iPad

**Gautho, Julia**

---

**From:** Kevin Maguire <kmaguire831@gmail.com>  
**Sent:** Tuesday, April 21, 2026 12:33 PM  
**To:** City Clerk; City Council  
**Subject:** Public Comment — Agenda Item 8C — California Voting Rights Act / District Election Transition

**Dear Mayor and Council Members,**

Thank you for the thorough staff report on the CVRA challenge received from Shenkman & Hughes, and for the City Attorney's candid assessment of the legal landscape and the safe harbor process available under Elections Code Section 10010.

I support the Council taking the safe harbor path and using the full time available to ensure genuine community participation in the mapping process. Rushing to meet artificial deadlines would undermine the very purpose this transition is intended to serve — meaningful representation for all Capitola residents. I understand the County Clerk's timeline constraints make district elections affecting November 2026 effectively impossible if a genuine community process is followed, and I accept that reality.

I offer the following observations and requests for the public record:

### **ON DEMOGRAPHER SELECTION**

The demographer selection may be the single most consequential decision in this entire process. The district lines drawn will shape Capitola's governance and representation for a decade. I respectfully request that the Council:

- Make all RFP responses publicly available before the contract vote so the community can assess the qualifications being considered
- Require the selected demographer to present multiple map scenarios rather than a single recommended configuration, giving the Council and community genuine choices to evaluate
- Ensure the demographer has demonstrated experience producing maps that create genuine Latino electoral opportunity — not merely technical CVRA compliance
- Require that all data sources, methodology, and draft maps be publicly available and accessible throughout the process

I would appreciate knowing when the demographer contract will come to Council for approval so that interested community members can attend.

### **ON PUBLIC HEARINGS AND COMMUNITY PARTICIPATION**

California Elections Code requires at minimum two pre-map public hearings and two post-map public hearings before district boundaries are finalized. The pre-map hearings are the most consequential —

they are where communities of interest are defined before a single line is drawn, and the demographer is legally required to respect that testimony under the Fair Maps Act.

I ask that the Council commit to the following hearing standards:

- A minimum of two weeks between each public hearing, so that residents have genuine time to organize, consult, and participate meaningfully. Two hearings compressed into the same week would technically satisfy the statute but would fail the community in practice
- Bilingual hearing notices distributed in English and Spanish, with particular outreach to residents of Capitola's higher Latino-concentration neighborhoods, especially the 41st Avenue corridor
- Public availability of all hearing materials, draft maps, and demographer reports in both languages in advance of each hearing

Before any maps are drawn, the pre-map hearings must provide genuine opportunity for residents of the 41st Avenue corridor to define their community of interest on the record. That community — its schools, churches, businesses, and shared neighborhood character — deserves to be heard and documented before the demographer picks up a pencil.

## **ON RESIDENCY REQUIREMENTS**

As the Council develops the district election framework, I strongly encourage adoption of a meaningful residency ordinance as part of the transition. Voter registration alone is insufficient to ensure that district representatives genuinely live in and among the communities they serve — and Capitola has experienced situations where candidates have established residency specifically to run for office.

Several California cities adopted robust residency documentation requirements when they transitioned to district elections. I ask the City Attorney to review what San Bernardino, Upland, Santa Ana, and Encinitas have adopted, and to bring a recommended framework to Council as part of the transition ordinance. At a minimum, that framework should include:

- A durational residency requirement of at least 30 consecutive days within the district immediately preceding issuance of nomination papers — with serious consideration of 60 days given Capitola's history
- A documentation requirement beyond voter registration alone. Candidates should be required to provide at least two documents from two separate categories — for example: a signed lease agreement or mortgage statement; a utility bill or bank statement at the district address; a government-issued ID or vehicle registration at the district address — plus a signed affidavit under penalty of perjury confirming district residency for the required period
- City Clerk verification of all submitted documents within five business days of filing, including cross-referencing the candidate's registered voter address against the adopted district map to confirm the address falls within the correct district boundaries
- A continuous residency requirement throughout the term. If a sitting councilmember's primary residence moves outside their district, their office should become vacant after a reasonable cure period — consistent with what Upland and Encinitas have adopted — during which a new residence within the district may be established
- Annual re-verification. Consistent with San Bernardino's model, each sitting councilmember should submit one document annually to the City Clerk confirming their continued district residency, with the

Clerk confirming consistency with their voter registration

This is a standard good-government framework adopted by numerous California cities. It ensures that district representation is genuine and geographic — not a product of strategic address changes timed to a filing window.

## **ON SEQUENCING**

I understand and accept that the November 2026 election will proceed under the existing at-large system given the County Clerk's timeline constraints. I do ask the Council to make a public commitment that when the sequencing plan is developed for 2028, it will be driven by demographic data and the CVRA's remedial purpose — specifically that the district with the highest Latino population concentration is among the first to hold an election — rather than simply by which council seats happen to expire when. The entire purpose of this transition is to create meaningful electoral opportunity for Latino residents. That purpose is not served by a sequencing plan that defers the highest Latino concentration district to the last election cycle.

## **ON STRUCTURAL OPTIONS**

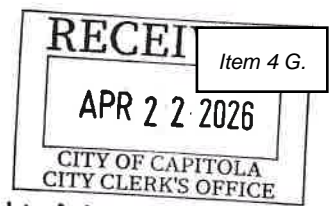
I note that the Council may wish to consider whether a structure involving a directly elected Mayor and four council districts — rather than five council districts — better serves Capitola's long-term governance needs. I support genuine community deliberation on this question and would welcome a dedicated community forum on structural options before the Council commits to a specific configuration. This decision deserves more than a single public hearing agenda item. Also, would this be in compliance with Shenkmen's complaint?

## **CLOSING**

Thank you for your consideration of these points. I look forward to participating constructively in the community process ahead and will be attending the public hearings as the mapping process moves forward.

Respectfully submitted,

Kevin Maguire  
Capitola, CA



**City Council Meeting 4/23/26, Public Comment - Item 8C – California Voting Rights Act Challenge and District-wide elections**

Dear Council Members and Mayor,

I do not support the change from at-large elections in our little homogeneous city. I live in the most economically and likely ethnically diverse neighborhood – the North 40's. I do not think voters' ability is impaired to electing officials of their choice or influence the outcome of elections by not having district voting, there is no data showing it is, or it is not. I understand if for the City, it is legally and financially advisable to create districts under threat of litigation under the CVRA and the Schenkman & Hughes law firm's blanket letter. I support the CVRA intention and districts make sense for larger communities when at-large elections would dilute the representation of protected classes. I was not going to write a letter on this item until I read the Kevin McGuire letter included in the packet with the convoluted list of how to make it more difficult for voters to vote or run for elected office.

Restricting voters is an entirely different topic and not part of the CVRA intent – in fact, it is the opposite. Voter restrictions are contradictory to the Voting Rights Act of 1965 that the current right-wing administration has gutted. Voter restrictions are intended to restrict lawful residents from voting to keep power and decision making in the hands the whiter & more privileged, exactly what the Voters Rights Act was fought to end. The City should not rewrite the rules because Kevin and a few other entitled residents believe that Alex Pederson misrepresented himself to run for office, which was ridiculous and unfounded. So annoying.

DO NOT pursue or expend resources trying to impose voting or nominations restrictions on voters beyond what is already required.

Sincerely,

Paula Bradley

# Capitola City Council Agenda Report



**Meeting:** April 23, 2026

**From:** City Manager Department

**Subject:** City Council Meeting Minutes

---

**Recommended Action:** Approve minutes from the special meeting on April 7, 2026, and the regular meeting on April 9, 2026.

**Background:** Attached for City Council review and approval are the draft minutes from the special meeting on April 7, 2026, and the regular meeting on April 9, 2026.

**Alignment with 2025-2029 Strategic Plan Priority:** Accountable Government

**Attachments:**

1. Special Meeting 4/7/2026
2. Regular Meeting 4/9/2026

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

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

# City of Capitola Special City Council Meeting Minutes Tuesday, April 07, 2026 – 4:00 PM



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

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

**1. Roll Call** – *The meeting was called to order at 4:00 PM. In attendance: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan.*

## 2. Closed Session

- i. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to Gov't. Code §54956.9(d)(2), (e)(3)  
One Case

**Public Comment: None**

**3. Report on Closed Session** – *The City Council met and discussed one item on the Closed Session agenda. No reportable action was taken.*

## 4. Adjournment

*The meeting adjourned at 4:55 PM. The next regularly scheduled City Council meeting is on April 9, 2026, at 6:00 PM.*

\_\_\_\_\_  
Margaux Morgan, Mayor

**ATTEST:**

\_\_\_\_\_  
Julia Gautho, City Clerk

# City of Capitola

## City Council Meeting Minutes

### Thursday, April 09, 2026 – 6:00 PM



City Council Chambers  
420 Capitola Avenue, Capitola, CA 95010

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

#### Closed Session – 5 PM

- i. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Initiation of litigation pursuant to Gov't Code § 54956.9(d)(4)  
One Case
- ii. CONFERENCE WITH LEGAL COUNSEL  
Potential Initiation of Litigation Pursuant to Government Code § 54956.9, subdivision (D)(4)  
One Case
- iii. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
(Gov't Code § 54956.8)  
Property: A portion of the City's Right of Way on El Camino Medio adjacent to the intersection with Monterey Avenue, Capitola, CA  
City Negotiator: Jamie Goldstein, City Manager  
Negotiating Parties: AMG Gourmet Foods, LLC (dba Mijo's Taqueria)  
Under Negotiation: Lease of City Real Property

#### 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, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Presentations**
  - A. *The Mayor presented a proclamation declaring April 2026 as Arts, Culture, and Creativity Month to Community Services and Recreation Director Bryant, on behalf of Jim Brown from the Arts Council of Santa Cruz County.*
  - B. *The Mayor presented a proclamation honoring the 50th Anniversary of Community Bridges' Meals on Wheels for Santa Cruz County to Dana Wagner, Community Bridges Program Director.*
4. **Report on Closed Session** – *The City Council met and discussed three items on the Closed Session agenda. Items i and iii had no reportable action, the City Council voted unanimously to initiate litigation for Item ii.*
5. **Additional Materials**
  - A. *Item 3A – One email received after publication of the agenda packet.*
  - B. *Item 6 – One email received after publication of the agenda packet.*

- C. *Item 9A – Six emails received after publication of the agenda packet and one staff memorandum distributed.*
- D. *Item 9B – Two emails received after publication of the agenda packet.*

## 6. Oral Communications by Members of the Public

- *Petra Fox*
- *Ed Bottorff*

## 7. Staff / City Council Comments

- *City Manager Goldstein provided remarks on the passing of Public Works employee Frank DeFalco.*
- *Police Captain Zamora provided updates on upcoming road closures due to RTC projects.*
- *Council Member Clarke reminded the public to complete the 41<sup>st</sup> Avenue Corridor Plan Survey.*
- *Council Member Orbach provided updates from a recently attended METRO Board meeting.*
- *Council Member Westman requested that staff look into installing shade structures for the benches in front of City Hall and water bowls for dogs; and requested that staff look into purchasing a new microphone system for the City Council Chambers.*
- *Vice Mayor Jensen provided updates from a recently attended RTC meeting.*
- *Mayor Morgan requested a moment of silence and recognition for Frank DeFalco.*

## 8. Consent Items

- A. City Council Meeting Minutes  
Recommended Action: Approve minutes from the special meeting on March 20, 2026, and the regular meeting on March 26, 2026.
- B. City Check Registers  
Recommended Action: Approve check registers dated March 6, 2026, and March 13, 2026.
- C. Use Agreements for Capitola City Hall Council Community Room  
Recommended Action: Authorize the City Manager to execute a no-cost agreement with the Capitola Beach Festival for use of the City Hall Community Room for the next three years.

***Motion to approve the Consent Calendar: Council Member Orbach***

***Second: Council Member Clarke***

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

## 9. General Government / Public Hearings

- A. Stockton Avenue Bridge – Structural Evaluation Findings  
Recommended Action: Receive the structural evaluation of the Stockton Avenue Bridge and provide direction on next steps.

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

**Public Comments:**

- ***Mick Routh***
- ***TJ Welch***
- ***Leslie Nielsen***
- ***Kevin Maguire***
- ***Anthony Guajardo, CVWBIA***
- ***Tory Del Favero***

- **Speaker**
- **Speaker**
- **Dave Fox**
- **Cory Silva**

**Council discussed how to best utilize the available grant funding to investigate possible outcomes for the Stockton Bridge; how to coordinate future plans with the Capitola Trestle; the importance of respecting the historical aspects of the bridge; and the importance of traffic mitigation during a repair or replacement project.**

**Motion to direct staff to return as soon as possible with a proposed contract to evaluate options for future work on the Stockton Avenue Bridge to include the following: 1) The contract shall provide the City Council with preliminary plans and analysis for multiple bridge replacement options. These options shall include variations in bridge style, width, and constructability, along with associated cost estimates, potential grant opportunities, anticipated construction timelines, environmental constraints, permitting requirements, and historical analysis. 2) The contract shall also include evaluation of bridge retrofit and/or bridge deck replacement alternatives. These alternatives shall include the same level of information provided for the replacement options, as well as estimates of the expected service life for each alternative. 3) The contract shall allow the City Council to review the alternatives and either select a preferred option and authorize preparation of final engineered plans, or discontinue further work under the contract. 4) At the time these bridge alternatives are presented, staff shall also provide the City Council with a realistic plan for evaluating the Capitola Trestle for potential use as a pedestrian and bicycle route during bridge construction, in order to help mitigate impacts to Capitola Village during the construction period. 5) Verify this approach will satisfy the requirements of the grant received for bridge work. 6) Provide City Council and the public with a long-term plan for project development and implementation. 7) Include a traffic flow chart: Council Member Westman**

**Second: Vice Mayor Jensen**

**Alternative Motion to move forward with the 35% engineering and design plan as outlined by the project consultant: Council Member Orbach**

**Alternate motion dies for lack of second.**

**Council Member Westman called the question on her original motion.**

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

**Voting Nay: Council Member Orbach**

**The City Council took a recess at 7:44 PM and reconvened at 7:50 PM.**

**B. Grand Avenue Pathway – Conceptual Design and Cost Estimate**

**Recommended Action: Receive the conceptual design and cost estimate for the Grand Avenue Pathway and provide direction on next steps.**

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

**Public Comments:**

- **Carin Hanna**
- **TJ Welch**

**The Council recognized the Depot Hill community group that has been working with staff on this item.**

***Motion to request that staff investigate funding options and that the community come together to fund the project: Council Member Clarke***  
***Motion amended to request that the project be evaluated during the FY 2026-27 CIP Budget process: Vice Mayor Jensen***  
***Amendment Accepted: Council Member Clarke***  
***Motion died for lack of second.***

***Motion to direct staff to include improvements to the streets that dead-end to the bluffs in the FY 2026-27 CIP Budget development to assess feasibility of adding parking spaces, benches, and moving memorial plaques to terminus streets on the Grand Avenue pathway, with a clarification that private funds may be raised to repair the pathway: Council Member Westman***  
***Second: Council Member Orbach***  
***Voting Yea: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, Mayor Morgan***

## **10. Adjournment**

*The meeting adjourned at 8:14 PM. The next regularly scheduled City Council meeting is on April 26, 2026, at 6:00 PM.*

---

Margaux Morgan, Mayor

**ATTEST:**

---

Julia Gautho, City Clerk

# Capitola City Council

## Agenda Report

**Meeting:** April 23, 2026

**From:** Public Works Department

**Subject:** Esplanade Park Coastal Access Enhancement and Adaptation Plan



**Recommended Action:** 1) Adopt a resolution authorizing the City Manager to execute a grant agreement with the State Coastal Conservancy for the Esplanade Park Coastal Access Enhancement and Adaptation Plan; and 2) Authorize the City Manager to execute a professional services agreement with Integral Consulting Inc. in the amount of \$275,000, in a form substantially similar to the attached agreement, subject to approval by the City Attorney.

**Background:** The State Coastal Conservancy approved a \$275,000 grant to the City of Capitola to prepare the Esplanade Park Coastal Access Enhancement and Adaptation Plan (project). The project will evaluate sea level rise, coastal flooding, and storm impacts at Esplanade Park and develop conceptual design alternatives to improve long-term resilience and maintain public coastal access.

As required by the grant, the City must adopt a resolution authorizing execution of the agreement and designate authorized representatives prior to commencing work. The City must also submit a detailed work program and obtain approval of any consultants retained to complete the project.

**Discussion:** To implement the project, staff released a Request for Proposals (RFP) in February 2026 to solicit qualified firms with expertise in coastal engineering, planning, and community engagement. Staff received four proposals in response to the RFP.

Proposals were evaluated by a staff review panel, and interviews with two shortlisted firms were conducted during the week of April 13, 2026. Based on this process, staff recommends selection of Integral Consulting Inc. as the preferred consultant.

Integral was selected based on their strong qualifications, project understanding, and depth of expertise in coastal processes, sea level rise adaptation, and resilient waterfront planning. Their team includes recognized leaders in the field of coastal science and engineering, with extensive experience supporting California coastal communities in developing adaptation strategies and translating complex coastal dynamics into implementable planning solutions.

Staff has negotiated a scope of work, schedule, and fee with Integral. The agreement is included as an attachment and is recommended for approval in substantial form, subject to final approval by the City Attorney.

The project work program includes community engagement, technical studies, development of conceptual alternatives, refinement of a preferred alternative to a preliminary design level, and preparation of a final plan with regulatory and permitting guidance.

Approval of the resolution and authorization to execute the grant agreement at this time will allow the City to meet grant requirements and maintain the project schedule.

**Fiscal Impact:** The project is fully funded by a State Coastal Conservancy grant in the amount of \$275,000. No City match is required. City staff time will be provided as in-kind support.

**Attachments:**

1. State Coastal Conservancy Grant Agreement
2. Resolution Authorizing Execution of Grant Agreement
3. Professional Services Agreement with Integral Consulting Inc.
4. Draft Work Program

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government; Healthy Families, Community, and Environment; Sustainable Infrastructure

Report Prepared By: Jessica Kahn, Public Works Director

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

Approved By: Jamie Goldstein, City Manager

AGREEMENT NUMBER <b>G25-062</b>	AM. NO. <i>Item 7 B.</i>
TAXPAYERS FEDERAL EMPLOYER IDENTIFICATION NO. <b>94-6002834</b>	



THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 in the State of California, by and between:

AGENCY State Coastal Conservancy	and
GRANTEE'S NAME City of Capitola	

Pursuant to Chapter 3 of Division 21 of the California Public Resources Code, the State Coastal Conservancy (“the Conservancy”) hereby grants to City of Capitola (the “grantee”) a sum not to exceed \$275,000.00 (two hundred seventy-five thousand dollars) subject to this agreement.

*Continued on the following pages.*

The provisions on the following pages constitute a part of this agreement.  
 This agreement has been executed by the parties as shown below.

STATE OF CALIFORNIA	GRANTEE
AGENCY State Coastal Conservancy	GRANTEE (If other than an individual, state whether a corporation, partnership, etc.) City of Capitola
BY (Authorized Signature)  	BY (Authorized Signature)  
PRINTED NAME AND TITLE OF PERSON SIGNING Amy Hutzel, Executive Officer	PRINTED NAME AND TITLE OF PERSON SIGNING Jamie Goldstein, City Manager
ADDRESS & PHONE NUMBER 1515 Clay Street, 10 <sup>th</sup> Floor Oakland, CA 94612  Phone: (510) 286-1015	ADDRESS & PHONE NUMBER 420 Capitola Ave. Capitola, CA 95010  Phone: (831) 475-7300

AMOUNT ENCUMBERED BY THIS DOCUMENT <b>\$ 275,000.00</b>	PROGRAM/CATEGORY Local Assistance	FUND TITLE/PROP NO. Prop 4 – Coastal & Flood Management		
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT <b>\$ -0-</b>	FUND ITEM 3760-101-6093-0001(C) (B1111PJ)	CHAPTER 104/25	STATUTE 2025	FISCAL YEAR 25/26
TOTAL AMOUNT ENCUMBERED TO DATE <b>\$ 275,000.00</b>	PROJECT NAME Esplanade Park Coastal Access Enhancement and Adaptation Plan			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				
NAME AND SIGNATURE OF <u>ACCOUNTING</u> OFFICER		DATE		

I certify that this agreement is exempt from Department of General Services' approval.

Erika Gomez  
 Procurement and Contracts Manager

## **I. SCOPE OF AGREEMENT**

The grantee shall use the funds granted under this agreement to complete the following project (the “project”) for the Capitola Waterfront area of Capitola, Santa Cruz County, as shown on the attached Exhibit A.

The project consists of preparing the Esplanade Park Coastal Access Enhancement and Adaptation Plan for the 0.53-acre Esplanade Park, including planning and conceptual design for climate-resilient improvements that enhance public coastal access and adapt the park for long-term resilience to sea-level rise and storm hazards. The project will conduct technical studies to evaluate coastal vulnerabilities, model future sea-level rise, stormwater, and drainage conditions, and develop multiple adaptation alternatives, including nature-based, hybrid, structural, and potential retreat strategies. A preferred adaptation and access plan will be refined to a preliminary design level to support future environmental review, permitting, and implementation. The project will engage the community through public workshops, surveys, and outreach at local events to ensure the plan reflects the priorities and perspectives of residents, visitors, and Capitola Village businesses. The plan will include preparation of a regulatory and California Environmental Quality Act (CEQA) pathway analysis.

The grantee shall carry out the project in accordance with this agreement. The grantee shall provide any funds beyond those granted under this agreement that are needed to complete the project.

## **II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT**

The grantee shall not commence the project and the Conservancy will not be obligated to disburse any funds under this agreement until the following conditions precedent have been met:

1. The City Council of the grantee has adopted a resolution designating positions whose incumbents are authorized to negotiate and execute this agreement and amendments to it on behalf of the grantee.
2. The Executive Officer of the Conservancy (“Executive Officer”) has approved in writing:
  - a. The work program for the project as provided in section V. WORK PROGRAM.
  - b. All contractors that the grantee intends to retain in connection with the project.

3. The grantee has provided to the Conservancy:
  - a. Evidence that the grantee has provided for required insurance coverage as described in section XIII. INSURANCE.
  - b. A complete project budget that identifies the estimated costs to complete the project and all sources of funding for the project.

### **III. TERM OF AGREEMENT**

This agreement will take effect when signed by both parties and received in the office of the Conservancy together with the resolution described in section II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT. This agreement may be signed electronically using a process specified by the Conservancy.

The grantee shall complete all work by June 30, 2027 (the “completion date”).

The grantee shall deliver a final Request for Disbursement to the Conservancy no later than July 31, 2027.

This agreement terminates on September 30, 2027 (the “termination date”).

### **IV. AUTHORIZATION**

The signature of the Executive Officer of the Conservancy on this agreement certifies that at its February 19, 2026 meeting, the Conservancy adopted the resolution included in the staff recommendation attached as Exhibit B. This agreement is executed under that authorization.

## Standard Provisions

### **V. WORK PROGRAM**

Before beginning the project, the grantee shall submit a detailed work program to the Executive Officer for review and written approval of its consistency with this grant agreement. The work program must include:

1. The specific tasks to be performed.
2. A schedule of completion for the project, specifically listing the date for completing each project component and showing that the project will be completed by the completion date.
3. A budget that identifies how the grantee will use the funds granted under this agreement, including the labor, materials, contractor and indirect costs to be paid for with the funds granted under this agreement (“work program budget”).

If all or any part of the project to be funded under this agreement will be performed by third parties (“contractors”) under contract with the grantee, the grantee shall submit to the Executive Officer for review and approval the names and qualifications of the contractors.

The work program will have the same effect as if included in the text of this agreement. However, the work program may be modified without amendment of this agreement upon the grantee’s submission of a modified work program and the Executive Officer’s written approval of it. If this agreement and the work program are inconsistent, this agreement will control.

The grantee shall carry out the project in accordance with the approved work program.

### **VI. COORDINATION AND MEETINGS**

The grantee shall coordinate closely with Conservancy staff and other involved entities, including local, state and federal agencies, and shall participate in meetings and other communications as necessary to ensure coordination.

### **VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT**

All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the

Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.

The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

The grantee shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the grantee shall display the Conservancy's name and logo in the final report in a prominent location. The grantee shall also acknowledge funding from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (Proposition 4). The grantee shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

## **VIII. COSTS AND DISBURSEMENTS**

When the Conservancy determines that all conditions in section II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT have been fully met, the Conservancy shall disburse to the grantee a total amount not to exceed the amount granted under this agreement, in accordance with work program and this section.

### **A. Timing of Disbursement**

The Conservancy will disburse funds after the grantee has incurred costs and expenses, upon the grantee's satisfactory progress under the approved work program and upon grantee's submission of a "Request for Disbursement" form. The Conservancy will not disburse the final five percent or \$100,000 of the funds granted under this agreement, whichever is lower, until the grantee has complied with section X. PROJECT COMPLETION and the Conservancy has accepted the project.

### **B. Payable Costs and Expenses**

The Conservancy will only disburse funds for these costs and expenses incurred to carry out the project:

1. Grantee's staff time, provided that hourly rates for grantee's staff time billed to the Conservancy may not exceed the actual compensation paid by grantee to employees, which may include employee benefits. The grantee shall require its employees to keep records of

their time spent on the project for purposes of documenting the employee time billed to the Conservancy.

2. Grantee's travel and related expenses in accordance with the rates set forth in "SCC Travel Reimbursement Rates for Grants and Contracts," as posted on the Conservancy's website at [scc.ca.gov](http://scc.ca.gov).
3. Costs charged to the grantee by its contractors.
4. Other necessary direct costs that are reasonable in nature and amount, taking into account the nature of the project, its location, and other relevant factors.
5. Grantee's indirect costs as identified in the work program budget.

Notwithstanding any other provision, after the grantee has satisfied the conditions precedent to commencement of the project set forth in section II. CONDITIONS PRECEDENT TO COMMENCEMENT OF PROJECT AND DISBURSEMENT, the grantee may request reimbursement, and the Conservancy may reimburse grantee, for grantee's costs to satisfy the conditions precedent.

### C. Requesting Disbursement

The grantee shall request disbursements by filing with the Conservancy a fully executed "Request for Disbursement" form (available from the Conservancy). The grantee shall include in the form its name and address, the number of this agreement, the date of the submission, the amount of the invoice, the period during which the work was actually done, and an itemized description, including time, materials, and expenses incurred, of all work done for which disbursement is requested. The form must be limited to work done, including work by contractors, in one Conservancy fiscal year, which is July 1 through June 30 of the following year. Work that spans two Conservancy fiscal years must be separated into two Requests for Disbursement, one for each fiscal year. The form must also indicate cumulative expenditures to date, expenditures during the reporting period, and the unexpended balance of funds under the grant agreement.

An authorized representative of the grantee must sign the form. Each form must be accompanied by:

1. All receipts and any other source documents for direct expenditures and costs that the grantee has incurred.
2. Invoices from contractors (showing work done in only one Conservancy fiscal year) and any receipts and any other source documents for costs incurred and expenditures by any such contractor, unless the Executive Officer makes a specific exemption in writing.

3. A progress report summarizing the current status of the project and the work for which the grantee is requesting disbursement.

The grantee shall submit requests for disbursement no more frequently than monthly and no less frequently than quarterly. The grantee's failure to fully execute and submit one or more Requests for Disbursement with all supporting documents in accordance with this section, will relieve the Conservancy of its obligation to disburse funds to the grantee until the grantee corrects all deficiencies.

#### **IX. EXPENDITURE OF FUNDS AND ALLOCATION OF FUNDING AMONG BUDGET ITEMS**

No increase in the total amount of funds granted under this agreement will be valid unless set forth in a written amendment to this agreement. The grantee shall expend funds granted under this agreement consistent with the work program budget. Expenditure on items contained in the work program budget, other than indirect costs, may vary by as much as ten percent per item without prior approval of the Executive Officer. Any deviation that is greater than ten percent for a budget item or that affects indirect costs, requires written approval of the Executive Officer and a revised work program budget. The Conservancy may withhold payment for items that have not received the required approval. Any increase in the funding for a budget item will mean a decrease in the funding for one or more other budget items unless there is a written amendment to this agreement.

#### **X. PROJECT COMPLETION**

The grantee shall complete the project by the completion date provided in section III. TERM OF AGREEMENT. Upon completion of the project, the grantee shall supply the Conservancy with evidence of completion by submitting the following by the final Request for Disbursement date set forth in section III. TERM OF AGREEMENT:

1. The plan and any other work products specified in the work program for the project, each in a format or formats (for example, paper, digital, photographic) approved by the Executive Officer.
2. A fully executed final "Request for Disbursement." A "final Request for Disbursement" means a Request for Disbursement that includes all remaining amounts for which grantee is entitled to seek payment pursuant to this agreement, including the final five percent or \$100,000 of the funds granted under this agreement, whichever is lower.

The Conservancy shall determine whether the grantee has satisfactorily completed the project. If so, the Conservancy shall issue to the grantee a letter of acceptance of the project and disburse the remaining amounts for which grantee is entitled under this agreement. The project will be deemed complete as of the date of the letter.

## **XI. EARLY TERMINATION, SUSPENSION AND FAILURE TO PERFORM**

Before the project has commenced, either party may terminate this agreement for any reason by giving the other party seven days' prior written notice.

Before the project is complete, the Conservancy may terminate this agreement for any reason by giving the grantee thirty days' prior written notice. Before the project is complete, the Conservancy may suspend this agreement for any reason by giving the grantee seven days' prior written notice. In either case, the grantee shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to the Conservancy. The Conservancy shall be responsible for any reasonable and non-cancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the Conservancy authorizes work to resume.

If the grantee fails to complete the project as required, or fails to fulfill any other obligations of this agreement prior to the termination date, the grantee will be liable for immediate repayment to the Conservancy of all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and not require repayment for work partially completed. This paragraph does not limit any other remedies the Conservancy may have for breach of this agreement.

Before the project is complete, the grantee may terminate this agreement for any reason by giving the Conservancy seven days' prior written notice and repaying to the Conservancy all amounts disbursed by the Conservancy under this agreement. The Conservancy may, at its sole discretion, consider extenuating circumstances and allow early termination without repayment for work partially completed.

On or before the date of termination of the agreement under this section, whether terminated by the grantee or the Conservancy, the grantee shall provide the Conservancy with all work, material, data, information, and written, graphic or other work produced, developed or acquired under this agreement (whether completed or partial), in appropriate, readily useable form.

The parties expressly agree to waive, release and relinquish the recovery of any consequential damages that may arise out of the termination or suspension of this agreement under this section.

The grantee shall include in any agreement with any contractor retained for work under this agreement a provision that entitles the grantee to suspend or terminate the agreement with the contractor for any reason on written notice and on the same terms and conditions specified in this section.

## **XII. INDEMNIFICATION AND HOLD HARMLESS**

The grantee shall be responsible for, indemnify and hold harmless the Conservancy, its officers, agents and employees from any and all liabilities, claims, demands, damages, or costs, including without limitation litigation costs and attorneys fees, resulting from or arising out of the willful or negligent acts or omissions of the grantee, its officers, agents, contractors, subcontractors and employees, or in any way connected with or incident to this agreement, except for the active negligence of the Conservancy, its officers, agents or employees. The duty of the grantee to indemnify and hold harmless includes the duty to defend as provided in Civil Code Section 2778. This agreement supersedes any right the grantee may have as a public entity to indemnify and contribution as provided in Gov. Code Sections 895 et seq.

The grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this agreement.

Nothing in this agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this agreement.

## **XIII. INSURANCE**

Throughout the term of this agreement, the grantee shall procure and maintain insurance, as specified in this section, against claims for injuries to persons or damage to property that may arise from or in connection with any activities by the grantee or its agents, representatives, employees, or contractors associated with the project undertaken pursuant to this agreement.

As an alternative, with the written approval of the Executive Officer, the grantee may satisfy the coverage required by this section in whole or in part through: (a) its contractors' procurement and maintenance of insurance for work under this agreement, if the coverage otherwise fully satisfies the requirements of this section; or (b) the grantee's participation in a "risk management" plan, self-insurance program or insurance pooling arrangement, or any combination of these, if consistent with the coverage required by this section.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:
  - a. Insurance Services Office ("ISO") Commercial General Liability coverage, occurrence basis (Form CG 00 01) or comparable.
  - b. Automobile Liability coverage - ISO Form Number CA 0001, Code 1 (any auto).
  - c. Workers' Compensation insurance as required by the Labor Code of the State of California.

2. Minimum Limits of Insurance. Grantee shall maintain coverage limits no less than:
  - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.  
*(Including operations, products and completed operations, as applicable)*
  - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
  - c. Worker's Compensation: Worker's compensation as required by law.
3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Executive Officer.
4. Waiver of Subrogation. The grantee hereby grants to the State of California, its officers, agents, employees, and volunteers, a waiver of any right to subrogation which any insurer of the grantee may acquire against the State of California, its officers, agents, employees, and volunteers, by virtue of the payment of any loss under such insurance. Grantee agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the grantee has received a waiver of subrogation endorsement from the insurer.
5. Acceptability of Insurers. Insurance must be placed with insurers admitted to transact business in the State of California and having a current Best's rating of "B+:VII" or better or, in the alternative, acceptable to the Conservancy and approved in writing by the Executive Officer.
6. Verification of Coverage. The grantee shall furnish the Conservancy with original certificates and amendatory endorsements, or copies of the applicable policy language, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Executive Officer before work commences. The Conservancy reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, at any time.
7. Contractors. The grantee shall require each contractor to provide and maintain coverage consistent with the requirements of this section. To the extent generally available, grantee shall also require each professional contractor to provide and maintain errors and omissions liability insurance appropriate to the contractor's profession and in a reasonable amount in light of the nature of the project.
8. Premiums and Assessments. The Conservancy is not responsible for premiums and assessments on any insurance policy.

#### **XIV. AUDITS/ACCOUNTING/RECORDS**

The grantee shall maintain financial accounts, documents, and records (collectively, “required records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The required records include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, disbursement of all funds related to work under the agreement, and time and effort reports that permit tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the Conservancy or its agents may review, obtain, and copy all required records. The grantee shall provide the Conservancy, California State Auditor, Department of Finance, their officers, employees and agents with any relevant information requested and with access to the grantee’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The grantee shall retain the required records for a minimum of three years following final disbursement by the Conservancy. The records will be subject to examination and audit by the Conservancy and the California State Auditor during the retention period.

If the grantee retains any contractors to accomplish any of the work of this agreement, the grantee shall first enter into an agreement with each contractor requiring the contractor to meet the terms of this section and to make the terms applicable to all subcontractors.

The Conservancy may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

#### **XV. NONDISCRIMINATION**

During the performance of this agreement, the grantee and its contractors shall not deny the agreement’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The grantee shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The grantee and contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part

1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the Conservancy to implement such article. The grantee shall permit access by representatives of the Civil Rights Department and the Conservancy upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the Conservancy shall require to ascertain compliance with this clause. The grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

The grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts to perform work under this agreement.

**XVI. AMERICANS WITH DISABILITIES ACT**

By signing this agreement, grantee certifies that it is in compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**XVII. PREVAILING WAGE**

Work done under this grant agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, Sections 1720-1861. If required by law to do so, the grantee shall pay prevailing wage to all persons employed in the performance of any part of the project and otherwise comply with all associated requirements and obligations.

The grantee is responsible for determining whether the project is subject to prevailing wage laws, and for complying with all labor laws applicable to the project. The grantee may also review the Conservancy publication, "Information on Prevailing Wage Laws for State Coastal Conservancy Grantees" (2023), available from the Conservancy on request, which provides general information and is not legal advice to the grantee on whether the grantee's project is subject to prevailing wage laws.

**XVIII. DRUG-FREE WORKPLACE**

The grantee's signature on this agreement constitutes the certification required by Government Code Section 8355 (Drug-Free Workplace Act of 1990), which requires that all state grantees provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions that will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace.
  - b. The person's or organization's policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation, and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the grant be given a copy of the drug-free workplace statement and that, as a condition of employment on the grant, the employee agrees to abide by the terms of the statement.

**XIX. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

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

**XX. INDEPENDENT CAPACITY**

The grantee, and the agents and employees of the grantee, in the performance of this agreement, are acting in an independent capacity and not as officers or employees or agents of the State of California.

**XXI. ASSIGNMENT**

Without the written consent of the Executive Officer, the grantee shall not assign this agreement in whole or in part.

**XXII. TIMELINESS**

Time is of the essence in this agreement.

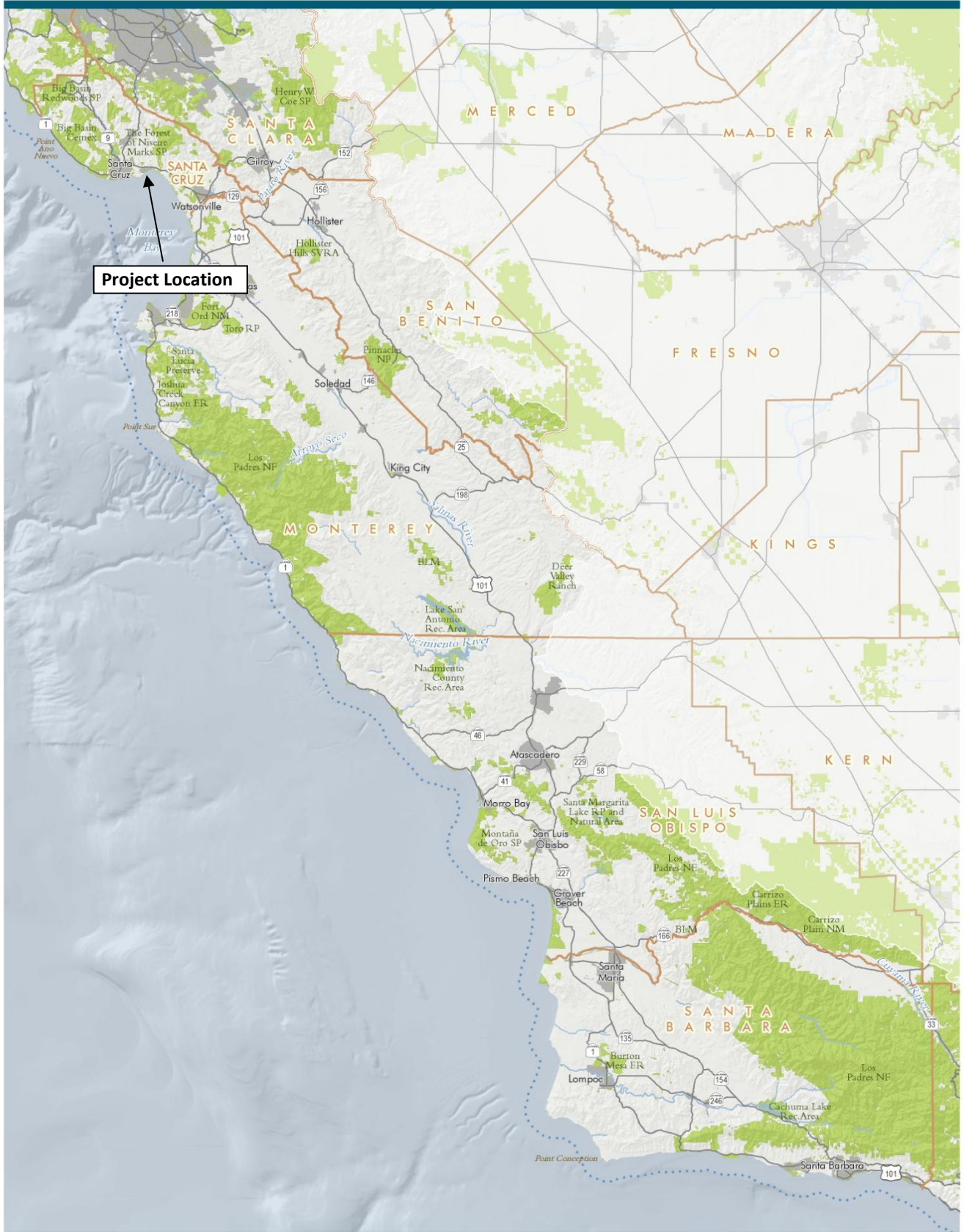
**XXIII. AMENDMENT**

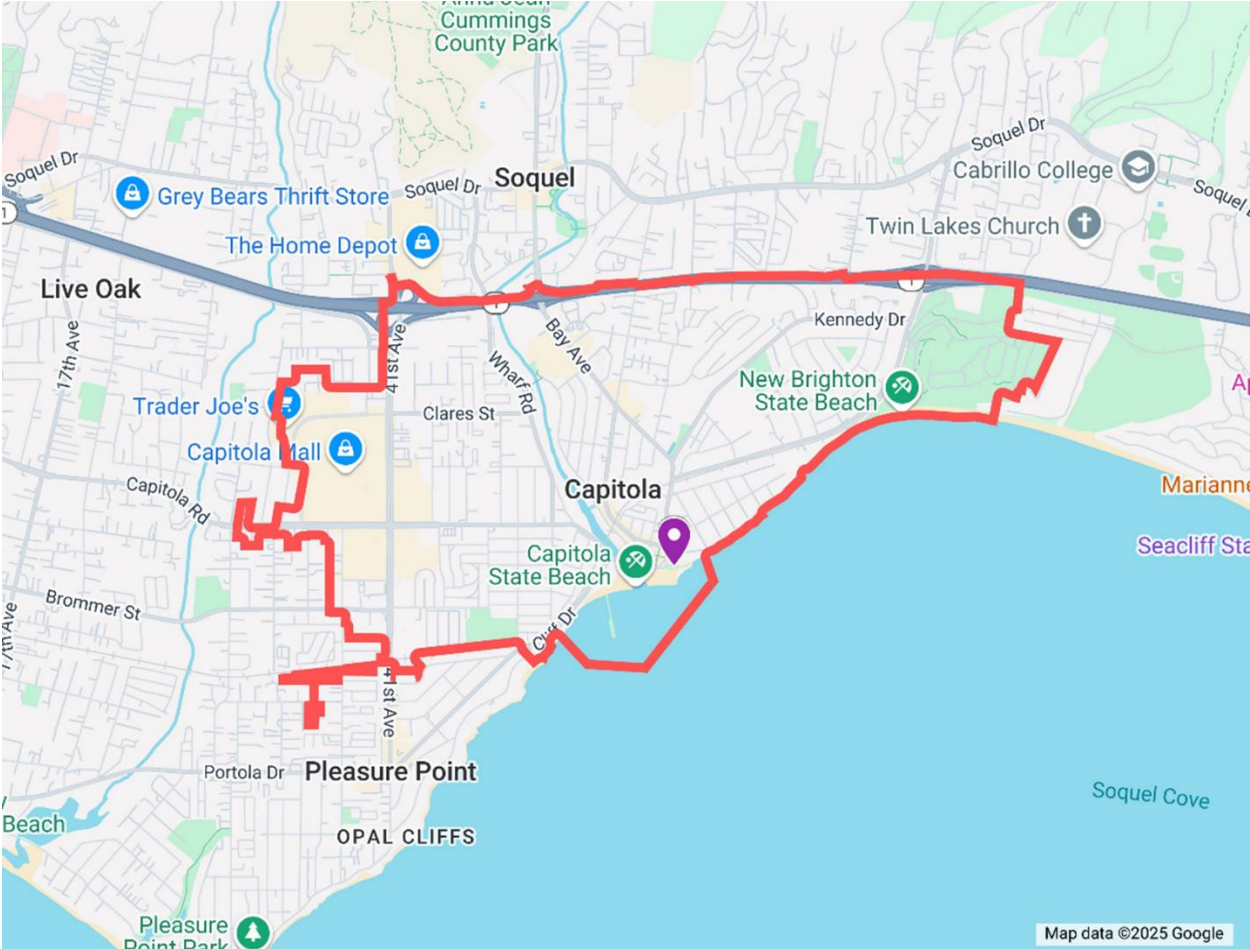
Except as expressly provided in this agreement, no change in this agreement will be valid unless made in writing and signed by the parties to the agreement. No oral understanding or agreement not incorporated in this agreement will be binding on any of the parties.

**XXIV. SURVIVAL**

The obligations in sections VII. WORK PRODUCTS AND ACKNOWLEDGMENT OF CONSERVANCY SUPPORT and XII. INDEMNIFICATION AND HOLD HARMLESS survive the termination of this agreement.

Project Location Map





The purple pin is Esplanade Park in relation to the City of Capitola (red outline)

COASTAL CONSERVANCY

Staff Recommendation  
February 19, 2026

**ESPLANADE PARK COASTAL ACCESS ENHANCEMENT AND ADAPTATION PLAN**

Project No. 25-052-01  
Project Manager: Lexi Morrison

**RECOMMENDED ACTION:** Authorization to disburse up to \$275,000 to the City of Capitola to undertake the Esplanade Park Coastal Access Enhancement and Adaptation Plan, consisting of planning and conceptual design for climate-resilient improvements at Esplanade Park in Santa Cruz County.

**LOCATION:** Esplanade Park, Capitola, Santa Cruz County

---

EXHIBITS

- Exhibit 1: [Project Location Map](#)
  - Exhibit 2: [Project Photos](#)
  - Exhibit 3: [Project Letters](#)
- 

**RESOLUTION AND FINDINGS**

Staff recommends that the State Coastal Conservancy adopt the following resolution and findings.

Resolution:

The State Coastal Conservancy hereby authorizes a grant of an amount not to exceed two hundred seventy-five thousand dollars (\$275,000) to the City of Capitola (the “grantee”) to undertake the Esplanade Park Coastal Access Enhancement and Adaptation Plan, consisting of planning and conceptual design for climate-resilient improvements at Esplanade Park in Santa Cruz County (the “project”).

Prior to commencement of the project, the grantee shall submit for the review and written approval of the Executive Officer of the Conservancy (Executive Officer) the following:

1. A detailed work program, schedule, and budget.
2. Names and qualifications of any contractors to be retained in carrying out the project.

Notwithstanding the foregoing, this Conservancy resolution is effective only if legislation is enacted that exempts program guidelines and selection criteria for the disbursement of funds from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024 (“Proposition 4”), Public Resources Code Sections 90000-95015, from the requirements of the Administrative Procedure Act at Government Code sections 11340-11361.

Findings:

Based on the accompanying staff recommendation and attached exhibits, the State Coastal Conservancy hereby finds that:

1. The proposed authorization is consistent with Chapter 3 of Division 21 of the Public Resources Code, regarding the Climate Ready Program.
2. The proposed project is consistent with the current Conservancy Project Selection Criteria.

---

## STAFF RECOMMENDATION

### PROJECT SUMMARY:

Staff recommends the Conservancy authorize a \$275,000 grant to the City of Capitola (the City) to prepare the Esplanade Park Coastal Access Enhancement and Adaptation Plan, consisting of planning and conceptual design for climate-resilient improvements at Esplanade Park (the park) in Santa Cruz County (the project). The project will include evaluation of sea-level-rise related vulnerabilities and development of a climate-resilient coastal access and adaptation plan for the park, located along the Capitola waterfront in Santa Cruz County, as shown in Exhibit 1.

The park is a heavily used 0.53-acre waterfront park that serves as Capitola Village’s primary coastal access point and community gathering space. The park has experienced repeated flooding, wave overtopping, and storm damage, including significant debris deposition during the January 2023 atmospheric river events, and is increasingly at risk from sea level rise and storm surge. Without proactive planning, these hazards threaten the park’s recreational use, public access infrastructure, and the economic vitality of the surrounding village.

The project is the appropriate next step to address these vulnerabilities. The project will assess coastal hazards; model future sea level rise, drainage, and stormwater conditions; and develop multiple adaptation alternatives, including nature-based, hybrid, structural, and potential retreat strategies. Through this process, the City will refine one preferred adaptation and access plan to a preliminary design level, positioning the City to advance to environmental review, permitting, and future implementation. The project will provide the technical, design, and community input foundation necessary for a long-term, climate-resilient approach to maintaining coastal access at the park.

The project will include community engagement, including public workshops, surveys, and outreach at local events to reach residents, visitors, and Capitola Village businesses who rely on the park for recreation, coastal access, and community events. This engagement will ensure that adaptation strategies reflect community priorities and perspectives.

The project will fund planning tasks, including technical studies, development, and evaluation of conceptual design alternatives; refinement of a preferred adaptation plan; and preparation of a regulatory and California Environmental Quality Act (CEQA) pathway analysis. These tasks represent the first phase of a broader effort by the City to implement long-term shoreline resilience improvements along the Esplanade and Capitola waterfront.

**Site Description:** The park is a 0.53-acre waterfront park owned by the City and located in the heart of Capitola Village along the Monterey Bay shoreline. The park serves as a central public gathering space and coastal access point, featuring open lawn areas, benches, a bandstand used for concerts and community events, and pedestrian walkways that connect directly to Capitola Beach. The site also includes shoreline-adjacent hardscape used for seating, circulation, and beach access, and provides views and recreation opportunities that draw both local residents and regional visitors.

The park sits immediately landward of the beach and is directly exposed to coastal hazards, including wave overtopping, tidal flooding, and storm surge. These hazards were most recently demonstrated during the January 2023 atmospheric river events, when the park experienced extensive flooding and deposition of large woody debris. While the park provides limited natural habitat due to its developed condition, its shoreline position offers opportunities to integrate nature-based coastal resilience strategies as part of future improvements.

Surrounding land uses include commercial businesses, restaurants, and shops that comprise Capitola Village, as well as public parking areas that provide regional access to the waterfront. The location's popularity for tourism, recreation, and community events creates high demand for safe and reliable coastal access, while the dense urban setting constrains shoreline adaptation options and heightens the importance of long-term planning. The project area includes four contiguous City-owned parcels, and the City has full site control for all proposed planning activities.

**Grant Applicant Qualifications:** The City is well qualified to carry out the project and to manage the resulting long-term adaptation and coastal access improvements at the park. The City has demonstrated capacity to successfully administer state-funded coastal resilience projects, including the Conservancy-supported Wharf Resiliency Project, which advanced from technical studies through design, permitting, and construction.

The City has qualified staff within its Public Works Department responsible for project oversight, grant administration, and coordination with consultants, as well as established procedures for financial management and reporting for state grants. The City will retain experienced coastal engineering, planning, and engagement consultants to prepare the technical studies, conceptual designs, and adaptation plan.

As the owner of the park, the City is responsible for its ongoing operation and maintenance and has committed to incorporating the plan's recommendations into its Capital Improvement Program. Routine park upkeep will remain funded through the municipal budget, and the City will pursue additional state and federal grants to advance implementation and long-term maintenance of adaptation measures. Collectively, these factors demonstrate the City's

readiness and capacity to manage both the proposed planning effort and the future stewardship of the site.

### **CONSISTENCY WITH CONSERVANCY'S PROJECT SELECTION CRITERIA:**

The proposed project is consistent with the Conservancy's Project Selection Criteria, last updated on September 23, 2021, in the following respects:

#### **Selection Criteria**

#### **1. Extent to which the project helps the Conservancy accomplish the objectives in the Strategic Plan.**

See the "Consistency with Conservancy's Strategic Plan" section below.

#### **2. Project is a good investment of state resources.**

The project is a good investment of state resources because it provides important public benefits and advances statewide coastal resilience goals. The park is one of Capitola's most heavily used coastal access points, supporting recreation, tourism, community events, and shoreline connectivity for residents and visitors. The park has been repeatedly impacted by flooding and storm surge, and developing a comprehensive adaptation plan is a necessary and cost-effective step toward protecting this valued public resource and ensuring continued safe coastal access.

The project is feasible, based on a clearly defined scope, an experienced applicant, and a reasonable budget that reflects recent comparable coastal resilience planning efforts. The City is contributing in-kind staff time and has a strong track record managing state-funded coastal projects. The work will advance statewide climate adaptation and sea level rise planning goals, consistent with the Ocean Protection Council's Sea-Level Rise Guidance and regional resilience priorities. By evaluating a range of nature-based, hybrid, and structural adaptation approaches, the project will also develop strategies that may inform adaptation planning for other small urban waterfront parks along the California coast.

#### **3. Project includes a serious effort to engage tribes. Examples of tribal engagement include good faith, documented efforts to work with tribes traditionally and culturally affiliated to the project area.**

The City has experience engaging tribes on prior coastal resilience projects and will apply the same approach for the park. Representatives of tribes that are traditionally and culturally affiliated with the area will be contacted early in the planning process and invited to participate in workshops and focused discussions. Engagement will center on incorporating tribal perspectives into the conceptual design process, including cultural resource protection, shoreline stewardship, and opportunities for culturally-informed interpretation or land acknowledgment within the park.

#### **4. Project benefits will be sustainable or resilient over the project lifespan.**

The project will produce long-lasting benefits by addressing the park's increasing exposure to sea level rise, storm surge, and tidal flooding. By developing adaptation strategies consistent

with state guidance and based on site-specific hazard modeling, the project will plan for improvements that increase the park's functionality and protective capacity as climate conditions change. The project's evaluation of nature-based, hybrid, structural, and potential retreat options will provide flexible pathways that can be adapted over time, ensuring that the City can respond to evolving coastal hazards without constraining future adaptation choices.

Because the plan will include preliminary design for a preferred alternative, cost estimates, and a permitting and CEQA pathway analysis, it will position the City to pursue implementation funding and advance the most resilient strategies into construction. This forward-planning approach ensures the project's benefits extend well beyond the duration of the grant by laying the groundwork for durable coastal access, safer public spaces, and long-term resilience for one of Capitola's most-used waterfront parks.

**5. Project delivers multiple benefits and significant positive impact.**

The project will deliver multiple community and environmental benefits by developing a long-term plan to protect one of Capitola's most heavily used coastal access points from flooding and sea level rise. The park serves residents, visitors, and regional beach users, providing open space, recreational amenities, and community gathering areas. By planning for climate-resilient improvements, the project supports public health, recreation, and continued access to Monterey Bay while reducing future disruptions from coastal hazards.

The project will also increase community preparedness for climate change by engaging residents, local businesses, and park visitors in understanding site vulnerabilities and evaluating adaptation options. This inclusive process helps build local resilience and ensures that adaptation strategies reflect community priorities. In exploring nature-based shoreline elements, the project also has the potential to enhance ecological functions along an urban shoreline, providing environmental co-benefits while improving the park's long-term sustainability.

**6. Project planned with meaningful community engagement and broad community support.**

The project has been structured to include meaningful community engagement that reflects the priorities of residents, visitors, and Capitola Village businesses who rely on the park for recreation, coastal access, and community events. The City will conduct a series of public workshops at key milestones, hold pop-up outreach at park events, and offer an online bilingual survey to reach community members who may be unable to attend in person. Materials will be accessible through the City's website and shared through multiple communication channels to ensure broad participation.

The City has a demonstrated track record of incorporating community input into recent coastal adaptation efforts, and the project will continue that model by ensuring that the preferred adaptation and access plan reflects local knowledge, community priorities, and concerns about long-term shoreline resilience.

**PROJECT FINANCING**

<b>Coastal Conservancy</b>	<b>\$275,000</b>
<b>Project Total</b>	<b>\$275,000</b>

The anticipated source of Conservancy funding for this project is an appropriation of the Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, also known as the 2024 Climate Bond or Proposition 4 (Public Resources Code, Sections 90000 to 95015). These funds are available as described in Section 92015 of the Public Resource Code. The funds are available for “the purpose of coastal and combined flood management projects and activities for developed shoreline areas, including areas with critical community infrastructure, including, but not limited to, transportation and port infrastructure at risk of current flooding and flooding due to sea level rise.” The project is consistent with this funding source because it will develop a comprehensive plan to address sea level rise, coastal flooding, and storm surge impacts at the park, a heavily used public waterfront park that provides coastal access and a community gathering space.

The City of Capitola will provide \$50,000 in in-kind staff support to assist with project management, coordination, and oversight.

Unless specifically identified as “Required Match,” the other sources of funding and in-kind contributions described above are estimates. The Conservancy does not typically require matching funds or in-kind services, nor does it require documentation of expenditures from other funders or of in-kind services. Typical grant conditions require grantees to provide any funds needed to complete a project.

**CONSISTENCY WITH CONSERVANCY’S ENABLING LEGISLATION:**

The project is consistent with the Conservancy’s enabling legislation, Division 21 of the Public Resources Code, specifically Chapter 3 (Sections 31111 and 31113).

Section 31111 authorizes the Conservancy to award grants to public agencies to prepare plans and feasibility studies that implement Division 21. The recommended authorization will enable the City to prepare a coastal access enhancement and adaptation plan for the park, including technical studies and conceptual designs necessary to guide future shoreline resilience improvements.

The project will be undertaken pursuant to Section 31113, which authorizes the Conservancy to undertake projects and award grants that address the impacts and potential impacts of climate change on resources within the Conservancy’s jurisdiction. Pursuant to Section 31113(b) and (c), the Conservancy may award grants to public agencies to undertake projects within its jurisdiction that address sea level rise, extreme weather events, flooding, storm surge, saltwater intrusion, and other coastal hazards that threaten coastal communities, infrastructure, and natural resources. Consistent with this authority, the project will assess vulnerability to sea level rise, storm surge, and tidal flooding and develop adaptation alternatives to protect the park and adjacent coastal access.

Pursuant to Section 31113(c) and (d), the Conservancy must prioritize projects that maximize public benefits, reduce flood risk, and utilize natural infrastructure where feasible while offering multiple benefits. The project meets these requirements by evaluating nature-based shoreline adaptation approaches, hybrid and structural strategies, and opportunities to enhance ecological functions along the urban waterfront while protecting a heavily used community park. The project will also incorporate community input to ensure that proposed solutions provide broad public benefits and support long-term coastal resilience.

Accordingly, the recommended authorization is consistent with Sections 31111 and 31113 of Division 21 of the Public Resources Code.

**CONSISTENCY WITH CONSERVANCY'S [2023-2027 STRATEGIC PLAN](#):**

Consistent with **Goal 4.1, Sea Level Rise Adaptation Projects**, the project will prepare a comprehensive sea level rise and coastal hazard assessment for the park and evaluate a range of adaptation strategies that address increasing flooding, wave overtopping, and storm surge risks.

Consistent with **Goal 4.3, Multi-Benefit Nature-Based Climate Adaptation**, the project will develop and assess nature-based shoreline adaptation alternatives, such as dune enhancement, vegetated berms, and shoreline plantings, to mitigate climate impacts on park infrastructure while improving ecological functions along this urban waterfront.

**CEQA COMPLIANCE:**

The project is statutorily exempt from review under the California Environmental Quality Act (CEQA), pursuant to Title 14 of the California Code of Regulations (CCR), Section 15262 (Feasibility and Planning Studies), which exempts planning and feasibility studies for possible future actions that have not yet been approved, adopted, or funded and that consider environmental factors. The project is consistent with this Section because the project includes planning and conceptual designs for possible, future climate-resilient improvements to the park that have not yet been approved, adopted, or funded and that consider environmental factors.

The project is also categorically exempt from review under CEQA, pursuant to Title 14 of the CCR, Section 15306 (Information Collection), which exempts basic data collection, research, and resource evaluation activities that will not result in disturbance to an environmental resource. The project is consistent with this Section because the project includes information collection to evaluate sea-level-rise related vulnerabilities to the park that do not result in serious or major disturbance to environmental resources.

Upon approval of the project, Conservancy staff will file a Notice of Exemption.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA APPROVING THE GRANT FUNDS FROM THE STATE COASTAL CONSERVANCY FOR THE ESPLANADE PARK COASTAL ACCESS ENHANCEMENT AND ADAPTATION PLAN**

**WHEREAS**, the Legislature of the State of California has established the State Coastal Conservancy (“Conservancy”) under Division 21 of the California Public Resources Code, and has authorized the Conservancy to award grants to public agencies and nonprofit organizations to implement the provisions of Division 21; and

**WHEREAS**, the Conservancy awards grants for projects that it determines are consistent with Division 21 of the Public Resources Code and with the Conservancy’s Strategic Plan and that best achieve the Conservancy’s statutory objectives, in light of limited funding.

**WHEREAS**, the City of Capitola (“applicant”) has applied for and has been awarded Conservancy grant funding for the Esplanade Park Coastal Access Enhancement and Adaptation Plan (“the project”); and

**WHEREAS**, the Conservancy requires applicants for grant funding to certify through a resolution the Applicant’s approval of the Project and authorization to execute the grant agreement;

**NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Capitola hereby:**

1. Approves the acceptance of grant funding from the State Coastal Conservancy for the Project.
2. Certifies that the City has or will have sufficient funds to complete the Project and, following completion, to operate and maintain the Project for a reasonable period.
3. Agrees to provide any funds beyond the Conservancy grant funds necessary to complete the Project.
4. Authorizes the City Manager, or their designee, to act as a representative of the City and to negotiate and execute on behalf of the City all agreements and instruments necessary to comply with the Conservancy’s grant requirements, including, without limitation, the grant agreement and any amendments thereto.

**I HEREBY CERTIFY** that the above and foregoing Resolution was passed and adopted by the City Council of the City of Capitola at its regular meeting held on the 23rd day of April 2026, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Margaux Morgan, Mayor

ATTEST:

\_\_\_\_\_  
Julia Gautho, City Clerk

**CITY OF CAPITOLA  
PROFESSIONAL SERVICES AGREEMENT**  
Esplanade Park Coastal Access and Enhancement Adaptation Plan  
Integral Consulting Inc.

THIS AGREEMENT is entered into on April 23, 2026, by and between the City of Capitola, a Municipal Corporation, hereinafter called "City" and Integral Consulting Inc., hereinafter called "Consultant".

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

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

**SECTION 1  
Scope of Services**

The services to be performed under this Agreement are for coastal engineering, climate adaptation planning, and related technical services as further detailed in Appendix One.

**SECTION 2  
Duties of Consultant**

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

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

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

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

**SECTION 3  
Duties of the City**

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

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

**SECTION 4**

## **Fees and Payment**

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

## **SECTION 5 Changes in Work**

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

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

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

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

Work shall begin on or about May 1, 2026.

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

## **SECTION 7 Termination**

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

## **SECTION 8**

### Insurance

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

#### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

#### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

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

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

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

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

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

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

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

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

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

## **SECTION 9 Indemnification**

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

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

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

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

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

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

**SECTION 12**  
**Assignment**

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

**SECTION 13**  
**Amendments**

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

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

#### SECTION 14 Miscellaneous Provisions

1. *Project Manager.* Director reserves the right to approve the project manager assigned by Consultant to said work. No change in assignment may occur without prior written approval of the City.
2. *Consultant Service.* Consultant is employed to render professional services only and any payments made to Consultant are compensation solely for such professional services.
3. *Licensure.* Consultant warrants that he or she has complied with any and all applicable governmental licensing requirements.
4. *Other Agreements.* This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter, and no other agreement, statement or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
5. *City Property.* Upon payment for the work performed, or portion thereof, all drawings, specifications, records, or other documents generated by Consultant pursuant to this Agreement are, and shall remain, the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the City's use and/or occupancy of the project. The drawings, specifications, records, documents, and Consultant's other work product shall not be used by the Consultant on other projects, except by agreement in writing and with appropriate compensation to the City.
6. *Consultant's Records.* Consultant shall maintain accurate accounting records and other written documentation pertaining to the costs incurred for this project. Such records and documentation shall be kept available at Consultant's office during the period of this Agreement, and after the term of this Agreement for a period of three years from the date of the final City payment for Consultant's services.
7. *Independent Contractor.* In the performance of its work, it is expressly understood that Consultant, including Consultant's agents, servants, employees, and subcontractors, is an independent contractor solely responsible for its acts and omissions, and Consultant shall not be considered an employee of the City for any purpose.
8. *Conflicts of Interest.* Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.
9. *Notices.* All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

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

CONSULTANT

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

By: \_\_\_\_\_

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

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

Approved as to Form:

\_\_\_\_\_  
Marc Tran, City Attorney

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

## 3 Technical Approach

We prioritize nature-based and adaptive solutions that enhance resilience while improving access, aesthetics, and user experience.

### 3.1 Understanding of Project Objectives

We understand that the City needs more than the planning of a study, it needs a clear, actionable, and fundable pathway to enhance Esplanade Park's resilience, usability, and long-term sustainability in the face of sea level rise and coastal hazards.

Capitola City Beach is the most heavily used beach per capita within Santa Cruz County. Esplanade Park is vital in providing a gateway to Capitola Beach and supporting beach and surf recreation, engaging with visitors to the businesses along the adjacent esplanade, and is an important venue for community gatherings and events. Esplanade Park and the wider village area support numerous important community events including the Twilight Concerts, Art and Wine Festival, Rod and Classic Car Show, Wharf to Wharf, Beach Festival, Women on Waves, Junior Guards Events, and many others.

The beach and the adjacent Esplanade are vulnerable to beach scouring, erosion, and damage from storm waves during winter storms, especially when large waves coincide with high astronomical tides and elevated flows from Soquel Creek. The team includes preeminent coastal scientists Dr. Gary Griggs and Dr. David Revell who have intimate knowledge of the local and regional coastal dynamics, as well as an expert team of outreach and design specialists that are poised to translate the expert and community-led decision process into preferred conceptual alternatives for Esplanade Park.

#### WE UNDERSTAND THE COMMUNITY AND ITS CHALLENGES

Esplanade Park is a highly valued and heavily used public space that is increasingly vulnerable to wave overtopping, coastal flooding, and infrastructure damage during storm events.

At the same time, the park plays a critical role in providing coastal access, supporting local businesses, and contributing to Capitola's identity as a coastal destination.



Capitola Junior Guards

### 3.2 Approach Summary: Tasks and Deliverables

Task	Key Activities	Key Deliverables
<b>Task 1: Project Management</b>	Project coordination, schedule and budget tracking, City meetings, grant compliance	Project management plan, progress updates
<b>Task 2: Community Engagement</b>	Workshops, stakeholder meetings, outreach, surveys	Engagement plan, workshop summaries, input matrix
<b>Task 3: Technical Studies</b>	Sea level rise analysis, coastal hazards, drainage evaluation, site assessment	Existing conditions memorandum, hazard maps
<b>Task 4: Concept Alternatives</b>	Develop 3–4 alternatives, evaluation, design concepts	Concept plans, cost ranges, alternatives matrix
<b>Task 5: Preferred Alternative</b>	Refine preferred concept to ~30%, cost, phasing	Preferred concept plans, cost estimate, phasing strategy
<b>Task 6: Regulatory Pathway</b>	Permitting analysis, CEQA strategy, agency coordination	Regulatory roadmap, permitting memo

We will support the City in selecting a preferred alternative through a transparent, criteria-based decision framework that integrates technical performance, community input, regulatory feasibility, and implementation considerations.

### 3.3 Detailed Technical Approach

Our proposed approach to technical studies, concept development, and community engagement support are detailed in Tasks 1–6. Our tasks are designed to produce grant-aligned, implementation-ready deliverables grounded in state-of-the-science risk analysis, and regulatory feasibility that can support future funding and clear pathways for permitting and environmental review leading to phased project implementation.

#### Task 1. Project Management and Administration

As prime consultant and task lead, Integral will provide proactive, transparent project management to ensure delivery on schedule, within budget, and in compliance with grant requirements. Key elements include:

- **Regular coordination:** Ongoing communication with City staff through meetings, updates, and responsive support
- **Schedule and budget control:** Active tracking of scope, schedule, milestones, and resources to maintain alignment with project goals

- **Integrated team management:** Ensuring seamless coordination across technical, design, and engagement tasks
- **Grant compliance and reporting:** Coordination of deliverables, documentation, and materials to support State Coastal Conservancy requirements and future funding readiness.

## Task 2. Community Engagement

Engagement activities will be structured to support inclusive participation, and the team will provide documentation of community input and visitor preferences to inform project design intent as well as future grant applications and implementation phases.

### Task 2.1 Outreach and Engagement Plan

Our team, led by task lead, BluePoint, will work with the project team to develop an outreach and engagement plan (OEP) to guide the Capitola Adaptation Plan for Esplanade Park. The OEP will provide a clear path for effective and comprehensive community and stakeholder involvement that is tied to planning goals and objectives. The OEP will include the outreach and engagement strategy and tactics for each phase of the project, audiences, key messages, and channels. The OEP will identify when specific activities will occur to achieve the highest impact, including material development, outreach tools needed, and timeframe. The OEP will also cover project management logistics for engagement activities, including the roles and responsibilities between BluePoint and City staff.

The OEP will be designed as an accessible, living document in Excel®, which will help capture key contacts; monitor and track information and real-time scheduling changes; and the like. The OEP is useful regardless of who is leading the tasks as it helps maintain consistency across all actors. BluePoint will develop a draft OEP to be reviewed by City staff and will then provide a final OEP to be used throughout the project.

#### Task 2.1 Deliverables

- Draft and final OEP

### Task 2.2 Online Survey

Our team, led by task lead, BluePoint, working alongside City staff, will develop a bilingual online community survey that is distributed through existing City channels and by any relevant community-based organization partners outlined in the OEP. This survey will be designed to complement information gathered from listening sessions and interviews on understanding community needs and vision for Esplanade Park. A survey is an excellent way to engage a large audience in the discussion within the timeframe identified for a reasonable cost. The survey may be developed through a more traditional channel such as Survey Monkey or Qualtrics, or could be designed as an online visioning board facilitated through the online platform Padlet. BluePoint will work with City staff to decide the best format for the survey and to hone survey questions. In addition to sending raw survey data, we will summarize the findings in a brief summary, which will later be combined into a full engagement summary with other engagement findings.

## Task 2.2 Deliverables

- Digital bilingual survey
- Engagement summary

## Task 2.3 One-on-One Interviews

Based on the stakeholders identified in the OEP, our team, led by task lead, BluePoint, will conduct up to eight virtual one-on-one interviews to understand key stakeholder input on Esplanade Park. Stakeholders may include representatives from community and environmental organizations, recreation interests, government agencies, and more. Tribal representatives should also be included in one-on-one interviews, however, to preserve a government-to-government relationship, City staff will be responsible for the interviews with Tribal representatives on topics including cultural resource protections, shoreline stewardship, and cultural interpretation. Together, one-on-one interviews will allow the project team to understand key concerns and considerations as well as gather further input on a desired vision for the coastal enhancement and adaptation plan. These interviews offer an opportunity for more open and honest conversations than may be possible in a group environment, in addition to gathering specific feedback from key players in the City. BluePoint staff and the project team will provide a draft question list that will be reviewed by the City, and will incorporate feedback into a final question list.

Our team, in coordination with the City, will also develop invitations and a set of interview questions for these meetings. Findings from the interviews will be developed into an interview summary, which will later be combined into a full engagement summary with other engagement findings. Findings will inform the project team's considerations for the park designs.

## Task 2.3 Deliverables

- Interview questions list
- Interview summary



*Figure 1. Conducting one-on-one interviews for a California State Parks living shoreline project.*

## Task 2.4 Listening Sessions

Based on the stakeholders identified in the OEP, our team, led by task lead, BluePoint, will conduct up to four virtual listening sessions with key stakeholder and community groups identified in the OEP. Small group listening sessions (typically with 3–10 people) allow the project team to engage with different stakeholders to understand their perspective and insights on the Esplanade Park Coastal Access Enhancement & Adaptation Plan. These meetings allow candid conversations and the identification of issues that may not occur in more public forums. BluePoint recommends dividing listening sessions by stakeholder type (government staff, environmental groups, recreation groups, etc.) and will work with City staff to develop and vet the full stakeholder list for each meeting.

Our team, in coordination with the City, will also develop invitations, a standardized agenda, presentations, and other relevant materials for these meetings. Findings from each listening session will be incorporated into a listening session summary, which will later be combined into a full engagement summary with other engagement findings. Findings will inform the project team’s considerations for the park designs.

### Task 2.4 Deliverables

- Listening session agenda and materials
- Listening session summary

## Task 2.5 Pop-Ups

Our team, led by task lead, BluePoint, will work to develop interactive materials for community pop-up events. Pop-up events will be held at local, high foot-traffic areas, including Esplanade Park, to engage the general population. The BluePoint team will work with City staff to develop and hone an interactive activity on boards focused on community needs and vision, such as a collaging exercise or a dot-voting exercise. We will be responsible for development of interactive exercises, but will rely on the City to staff the pop-ups and conduct a summary of findings. The findings will inform project team’s considerations for the park designs.

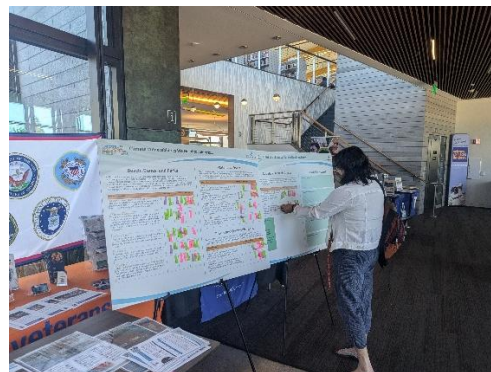


Figure 2. The BluePoint and Integral team developed interactive materials and pop-up events for the City of Half Moon Bay’s Climate Action and Adaptation Plan effort.

**Task 2.5 Deliverables**

- Pop-up materials

**Task 2.6 Charette**

Our team, led by task lead, Bionic, will host an in-person design charette for the Capitola community. The charette will be a 3-to-4-hour-long workshop focused on assessing and honing preliminary designs for Esplanade Park to create one preferred design alternative. This charette will be a time to present vulnerability assessment and technical analysis findings, introduce design constraints to participants, present the preliminary 2–4 design concepts, and gather feedback on these designs that will help the team transform them into one preliminary alternative. Participants will work with the project team and City staff to provide feedback and adjust designs for the park they would want to see, including using tabletop modeling exercises to create design options.

The redesign effort will define the needs, as well as the unique opportunities the park can offer to a diverse population of users. Bionic hosted a similar design charette with the City of Santa Cruz for San Lorenzo Park Vision to gather input from the community, communicate the vision, and gather broad support for the project. This included the development of 3-dimensional renderings, interactive exhibits and activities, and a range of multilingual engagement tactics for broad input. Bionic will develop a similar platform to engage with the broader Capitola community. We will work with City staff to develop the agenda, materials, and similar activities for the charette. BluePoint will provide a run of show detailing each staff member and project team role and responsibilities to ensure nothing is missed or forgotten. BluePoint will also provide a workshop summary that provides an overview of the design results and critical next steps, documents event details, participation numbers, outcomes, insights, visual reproductions, and includes more detailed meeting notes.



Figure 3. Photos from the In-person and Virtual Community Design Charette for the San Lorenzo Park Vision Project

### Task 2.6 Deliverables

- Charette agenda, run of show, and materials
- Charette facilitation
- Charette summary

### Task 2.7 Community Workshop

Our team, led by task lead BluePoint, will facilitate an in-person community workshop to review and gather feedback on the preferred design alternative developed by Integral and Bionic for Esplanade Park. BluePoint and the project team will work with City staff to develop the agenda, materials, and similar activities for the workshop to ensure that it provides opportunities for meaningful feedback that Integral and Bionic can integrate into the final preferred design alternative. In addition, BluePoint will provide a run of show detailing each staff member's role and responsibilities to ensure nothing is missed or forgotten. During the meeting, BluePoint will use a range of tools to engage participants, which may include presentations, live graphic recording discussions so participants can actively "see" their comments documented in real time, interactive voting exercises, and more. We will also provide a workshop summary, providing an overview of the results and key actions, critical next steps, documentation of event details, participation numbers, outcomes, insights, visual reproductions, and more detailed meeting notes.

### Task 2.7 Deliverables

- Workshop agenda, run of show, and materials
- Workshop facilitation
- Workshop summary

### 2.8 Outreach Materials

Our team, led by task lead BluePoint, will develop a project flyer that can be handed out at pop-ups, posted on bulletin boards throughout the community, posted online, and that can be shared with community partners to learn more and become involved with the project. We will also develop a social media toolkit with media posts (including captions) that will be developed to support and provide information about key project milestones, including advertising workshops and the survey. The toolkit will also include newsletter and email blurbs that can be sent out to the community, with information on upcoming engagement opportunities. The communications toolkit can be shared with stakeholders to extend engagement as well. The toolkit includes two rounds of blurbs and social media posts to be shared during project milestones and engagement opportunities.

### Task 2.8 Deliverables

- Project flyer
- Social media toolkit (for two engagement rounds)

## Task 3. Technical Studies

### 3.1 Technical Studies

Our team, led by task lead Integral, will conduct a targeted technical analysis to evaluate coastal hazards, flood exposure, and shoreline change affecting Capitola Beach and Esplanade Park. The work will begin with data and information gathering, including review of available shoreline monitoring data, historical storm impacts, prior technical studies, available coastal and stormwater infrastructure information, and existing winter storm berm elevations along the beach. The team will coordinate with the City to document recent storm events and observed flooding impacts, and will conduct a site visit to better understand existing coastal processes, shoreline conditions, and drainage infrastructure. Information from prior storm events and observed site conditions will be used to inform and calibrate the coastal modeling approach. Integral will also engage with the City to understand future perspectives on their beach and lagoon management strategies, which currently rely on coastal engineering structures to maintain a sandy beach and regulate lagoon water levels in the summer.

The technical studies will include evaluation of sea level rise scenarios using the most recent California State Sea Level Rise guidance (Currently OPC 2024), total water levels based on Federal Emergency Management Agency guidance, wave runup, overtopping potential, and shoreline response during extreme events. Coastal process modeling may be used to assess how beach conditions, including the influence of seasonal berms and other nature-based features, affect flood exposure during storm events. Analytical tools and coastal models (e.g., XBeach, ShorelinesS) will be applied to simulate beach response and overtopping potential under representative storm conditions. Modeling results will be used to develop maps of total water levels and of potential coastal flooding under present and future sea level rise conditions.

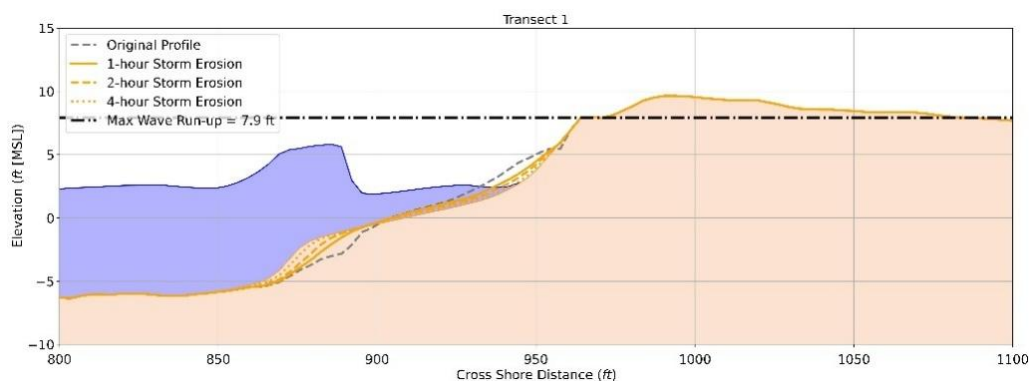


Figure 4. Example of a 1-D XBeach shoreline response

Where appropriate, model inputs and assumptions will be informed by historical storm observations and site conditions identified during the data review and site visit. Given the planning-level nature of the study, results will be interpreted within the context of key uncertainties, including beach morphology variability, sediment supply, and storm sequencing. Sensitivity testing may be conducted where appropriate to evaluate the influence of key assumptions on model outcomes.

In addition to coastal hazards, the team will conduct a planning-level assessment of drainage patterns and stormwater infrastructure within and surrounding Esplanade Park. This assessment will evaluate existing drainage pathways, infrastructure capacity, and potential vulnerabilities to backwater effects during elevated water levels and storm conditions. Existing stormwater outfalls along the beachfront will be reviewed to understand how coastal water levels and wave conditions may influence drainage performance, including evaluation of outfall locations and elevations relative to coastal water levels (Figure 5, left). Total water levels during storm events will be calculated and compared with outfall elevations to assess how present and future sea level rise conditions may affect the ability of stormwater to discharge through the outfalls. This analysis will include evaluation of how frequently outfalls may experience reduced conveyance or submergence under increasing sea levels (Figure 5, right), as well as the resulting implications for stormwater drainage performance within Esplanade Park. The review will consider current system capacity, identify potential constraints or bottlenecks, and evaluate opportunities to improve drainage performance under future sea level rise and storm conditions.

Results from these technical studies will be synthesized into clear maps, graphics, and summary findings that identify areas of exposure, storm recurrence and sea level rise hazard drivers, and the relative effectiveness of potential adaptation strategies. These graphics will be developed to support project communication and community outreach, helping translate technical findings into accessible visual information for City staff, stakeholders, and the Capitola community. The findings will directly inform development of conceptual alternatives and guide selection of a preferred adaptation approach.

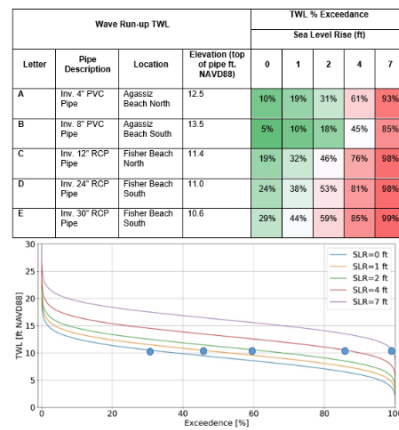


Figure 5. Left, a Map of The Capitola Esplanade and the Nearby Stormwater Outfalls. Right, an Example of Technical Analysis Showing how Frequently Stormwater Outfalls Could Have Reduced Conveyance with Sea Level Rise (Hopkins Marine Station, Pacific Grove, CA)

The outfalls in Figure 5 convey runoff from the upland stormwater drainage system and are influenced by coastal water levels and wave conditions during storm events. Understanding the location and elevation of these outfalls will help inform the assessment of future drainage performance, backwater effects, and future depth and extents of flooding under elevated sea levels and coastal storm scenarios. Technical findings will be documented in a memorandum that supports future planning, environmental review, and grant funding applications, with clear, decision-ready maps, graphics, and summaries.

### Task 3.1 Deliverables

- A technical memorandum that includes the following:
  - Existing conditions and data summary, including synthesis of available data, prior studies, and site history
  - Coastal hazard and flood exposure assessment, including evaluation of sea level rise scenarios, total water levels, wave runup extents, overtopping potential, and shoreline response
  - Coastal process modeling and mapping outputs, including representative profile simulations (e.g., XBeach, ShorelineS) and maps of coastal flooding under present and future conditions
  - Planning-level stormwater and drainage assessment, including evaluation of outfall performance, drainage pathways, capacity limitations, and backwater effects
  - Vulnerability assessment summary, synthesizing key findings, hazard exposure to park infrastructure, and implications for adaptation planning and concept development.

### Task 4. Concept Alternatives

Esplanade Park is the social heart of Capitola Village and has a front-row seat to the coastal hazards the City is working to address. This project is an opportunity to resolve that tension by designing a park that is genuinely both resilient and beautiful. Our team’s approach, led by task lead Bionic, is grounded in the conviction that the best coastal adaptation outcomes emerge when engineering and landscape architecture develop in parallel. From the first team meeting, our engineering staff will produce an iterative, side-by-side process to translate sea level rise modeling, flood exposure findings, and drainage assessments into design opportunities as they emerge, and contribute landscape architecture thinking back into the technical analysis in return.

#### Task 4.1 Establishing the Design Foundation

Our work begins with a site visit and review of available background materials before synthesizing this information through a landscape architecture lens that identifies opportunities and constraints related to park layout, Americans with Disabilities Act and coastal access, planting, shade, and the park’s relationship to Soquel Creek and the Esplanade corridor. From this we will develop a concise design framework, including guiding design principles, for the full team to align around before alternatives development begins.



Figure 6. Perspective Renderings for Park Improvements at San Lorenzo Park in Santa Cruz. Previous project completed by Bionic.

## Task 4.2 Developing Meaningful Alternatives

Working from the design framework and Integral’s adaptation strategy options, our team, led by task lead Bionic, will develop three conceptual alternatives at approximately 10–15% design level, each integrating coastal adaptation with park enhancement concepts such as landscape and planting improvements, hardscape and accessibility upgrades, shade structures, interpretive and cultural signage, restroom modernization, and placemaking elements.

Nature-based solutions will be a central consideration across all alternatives, informed directly by Integral’s coastal process modeling of how beach conditions, seasonal berms, and other nature-based features affect flood exposure and overtopping potential. Each alternative will be evaluated qualitatively against key performance criteria, including coastal risk reduction, constructability, ecological value, adaptability to sea level rise, and regulatory feasibilities aligning with the California Coastal Commission’s regulatory framework and the City of Capitola’s local coastal program and sustainability objectives.

Each alternative will be illustrated through a concept plan, representative cross-sections, and a precedent image board. The graphics will be developed in close coordination with Task 3 technical summary maps presenting design and technical findings as a unified visual narrative that is accessible to City staff, stakeholders, and the broader Capitola community from the moment it is produced. Alternatives will be developed with consideration of constructability, phasing, and funding feasibility, positioning the City to advance preferred strategies through future grant opportunities.

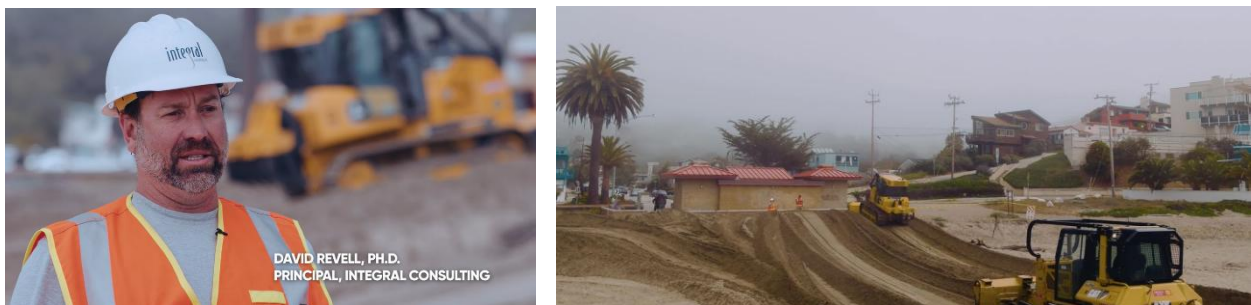


Figure 7. Dr. David Revell, Onsite at Rio Del Mar Esplanade in Aptos, during Construction of a Living Shoreline and Storm Berm

### Task 4.2 Deliverables

- Three conceptual alternatives with park enhancement concepts at approximately 10–15% design level. Each alternative will be illustrated through a concept plan, representative cross-sections, and a precedent image board.

### Task 4.3 Listening and Refining

Our team will attend public workshops in a design support capacity. We will be present to explain design intent, respond to questions, and observe community input firsthand. That direct engagement meaningfully informs refinement of the preferred alternative, capturing the texture of community priorities in ways that complement the formal engagement summaries. Between workshops, Bionic will

work with Integral and City staff to synthesize technical findings, community input, and City direction into a clear basis for advancing the preferred alternative.

## Task 5. Preferred Alternative

### Preferred Alternative Refinement

The preferred alternative will be developed as a grant-ready concept to approximately 30% planning-level design, including planning-level cost estimates, phasing strategies, and implementation considerations.

#### Task 5.1 Refining a Fundable Vision

The 30% preferred alternative is the project's primary vehicle for securing future implementation funding. Bionic will approach it with that goal in mind and produce an illustrative site plan, cross-sections, and high-quality renderings that give the City and community a compelling, grant-ready visual artifact for the next funding cycle. Equally important is the phasing narrative that accompanies the design which will identify near-term improvements that can be advanced independently of larger adaptation infrastructure, packaged as discrete fundable scopes for future applications.



Figure 8. Examples of a Conceptual Site Plan and Perspective Renderings for Park Improvements at San Lorenzo Park in Santa Cruz

#### Task 5.1 Deliverables

- Preferred alternative park enhancement concepts at approximately 30% design level. This will include an illustrative site plan, cross-sections, and high-quality renderings.

#### Task 5.2 Regulatory Awareness Throughout

Regulatory and CEQA pathway analysis will be integrated throughout alternatives development and preferred alternative refinement. The park's coastal zone location, adjacency to the Soquel Creek environmentally sensitive habitat area corridor, and California Coastal Commission involvement all have direct design implications. Nature-based approaches supported by our modeling efforts will be prioritized, as these strategies tend to perform well in the regulatory process and strengthen the project's long-term implementation prospects. The preferred alternative will be designed to be visually compelling, technically grounded, and realistically permissible from the outset.

## Task 6. Regulatory Pathway Analysis

Our team, led by task lead Dr. Charles Lester (Lester Coastal Policy), will provide targeted coastal policy and regulatory support to the Integral team for the Esplanade Park Coastal Access Enhancement & Adaptation Plan. As part of the regulatory pathways analysis task, we will participate in key agency coordination meetings to ensure regulatory and other local considerations are integrated into the conceptual planning process.

The primary deliverable will be a memorandum outlining the anticipated regulatory and environmental review pathway and timeline for future project implementation. The memorandum will identify likely approvals and permits, describe sequencing considerations, and highlight key issues that may influence project design and feasibility. The analysis will focus particularly on:

- California Coastal Commission and City of Capitola LCP requirements as applicable, including Coastal Development Permit considerations for shoreline adaptation, coastal hazards, and public access improvements
- CEQA review pathways and key environmental considerations
- Coordination and permitting considerations associated with other agencies that may have jurisdiction over shoreline and waterfront improvements (e.g., Regional Water Quality Control Board, State Lands Commission, and U.S. Army Corps of Engineers).

This focus will ensure that conceptual alternatives developed through the planning process are informed by regulatory feasibility, including providing the City with a clear framework for environmental review and permitting in subsequent project phases.

### Task 6. Deliverables

- Regulatory and environmental review pathway memorandum that provides an actionable framework to streamline future environmental review and permitting, reducing risk, and supporting timely project implementation.

## 3.4 Coordination Approach with City Staff

We will work closely with City staff through a collaborative, transparent coordination approach that supports efficient decision-making and alignment throughout the project. Coordination includes:

- Establishing clear communication protocols at project initiation, including regular coordination meetings, defined points of contact, and streamlined review processes.
- Providing concise, timely updates and seeking input at key milestones to ensure technical analyses, community engagement, and conceptual design efforts reflect City priorities.
- Remaining responsive and adaptable, working with City staff to proactively address issues, maintain schedule and budget alignment, and support successful project delivery.

All deliverables will be developed to be accessible, decision-ready, and aligned with LCP and California Coastal Commission requirements, supporting the City's ability to pursue future funding and advance phased implementation.

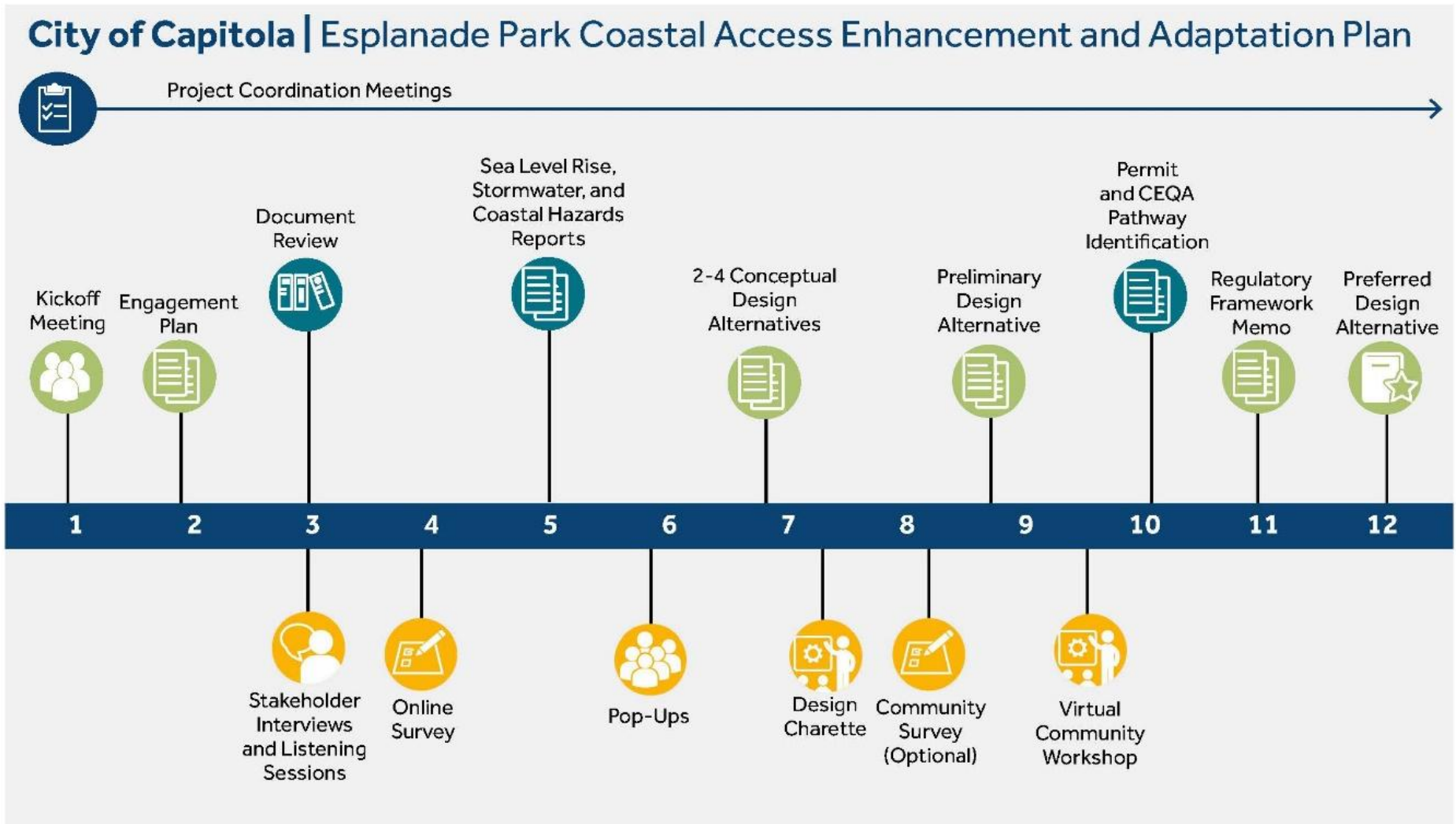


Figure 9. Esplanade Park Coastal Access Enhancement & Adaptation Project Proposed Timeline and Key Milestones

**Cost Proposal**  
**Detailed Cost Breakdown**

		Integral Consulting Inc.								Bionic			BluePoint Planning			Gary Griggs	Lester Coastal Policy	Osprey	Total Labor Price
Staff Name		D. Revell	M. Jamieson	R. Vrugink	B. Tehranirad	Y. Cashell	A. Wycklentd	D. Curran	M. Carstens	Marcel	D. Kerber	S.M. Thompson	M. Craig	B. Hutner	A. Sandoval	G. Griggs	C. Lester	D. Anning	
Staff Title		Principal Coastal Climate Risk	Project Manager	Coastal Scientist and Modeling	Technical Modeling Support	Permitting and CEQA	Senior Engineering Advisor	Project Coordinator	Publications Support	Principal   Design Director	Senior Associate	Principal	Principal	Senior Associate	Associate	Coastal Scientist Advisor	Coastal Policy Advisor	Economics Advisor	
Hourly Billing Rate		\$289	\$236	\$173	\$236	\$215	\$289	\$148	\$148	\$340	\$185	\$250	\$240	\$195	\$160	\$450	\$275	\$250	
Task Number/Description																			
<b>Task 1</b>	<b>Project Management</b>	12	16	4	4	0	2	14	0	8	4	4	8	8	1	5	5	3	\$ 24,005
1.1	Kick off Meeting	2	4				2			2			2	2	1	1	1	1	\$ 4,785
1.2	Meetings and coordination with city staff and agencies	8	8	4	4					6	4	4	6	6		4	4	2	\$ 15,626
1.3	Project Management	2	4					14											\$ 3,594
<b>Task 2</b>	<b>Community Engagement</b>	10	10	0	0	0	0	0	0	0	0	0	44	111	107	0	6	0	\$ 56,225
2.1	Engagement Plan												2	4	14				\$ 3,500
2.2	Development of a bilingual survey	4	4										1	4	18				\$ 6,000
2.3	1-1 Interviews												4	18					\$ 4,470
2.4	Listening Sessions												9	18	12				\$ 7,590
2.5	Pop-up outreach materials												2	8	18				\$ 4,920
2.6	Charette	6	6										13	26	10		6		\$ 14,590
2.7	Community Workshop												11	23	13				\$ 9,205
2.8	Outreach Materials												2	10	22				\$ 5,950
<b>Task 3</b>	<b>Technical Studies</b>	24	50	82	40	0	14	0	8	0	0	0	0	0	0	4	0	0	\$ 49,392
3.1	Sea level rise modeling and flood exposure assessment	6	14	30	12		4												\$ 14,216
3.2	Drainage and stormwater analysis	6	14	30	12		4												\$ 14,216
3.3	Coastal hazards assessment (erosion, overtopping, storm surge)	12	22	22	16		6		8							4			\$ 20,960
<b>Task 4</b>	<b>Concept Alternatives Development</b>	8	8	0	0	0	8	0	0	20	42	42	4	4	0	4	8	6	\$ 38,822
4.1	Development (3-4) conceptual alternatives (10-15% design level)	8	8				8			20	42	42	4	4		4	8	6	\$ 38,822
<b>Task 5</b>	<b>Preferred Alternative Refinement</b>	0	0	0	0	0	0	0	0	40	45	48	2	12	0	2	0	6	\$ 39,145
5.1	to approximately 30% planning level, including planning-level cost estimates and implementation considerations									40	45	48	2	12		2		6	\$ 39,145
<b>Task 6</b>	<b>Regulatory Pathway Analysis</b>	26	16	16	0	21	8	0	4	16	16	16	2	6	0	6	26	6	\$ 46,877
6.1	Coordination with Regulatory agencies	10	4	4		3	8			8	8	8				2	6		\$ 16,233
6.2	Identification of anticipated permits and CEQA pathway	10	4	4		8				8	8	8					6		\$ 14,096
6.3	Preparation of a regulatory and permitting framework memo	6	8	8		10			4				2	6		4	14	6	\$ 16,548
<b>Total Hours</b>		<b>80</b>	<b>100</b>	<b>102</b>	<b>44</b>	<b>21</b>	<b>32</b>	<b>14</b>	<b>12</b>	<b>84</b>	<b>107</b>	<b>110</b>	<b>60</b>	<b>141</b>	<b>108</b>	<b>21</b>	<b>45</b>	<b>21</b>	
<b>Subtotals - Labor Costs</b>		<b>\$ 23,120</b>	<b>\$ 23,600</b>	<b>\$ 17,646</b>	<b>\$ 10,384</b>	<b>\$ 4,515</b>	<b>\$ 9,248</b>	<b>\$ 2,072</b>	<b>\$ 1,776</b>	<b>\$ 28,560</b>	<b>\$ 19,795</b>	<b>\$ 27,500</b>	<b>\$ 14,400</b>	<b>\$ 27,495</b>	<b>\$ 17,280</b>	<b>\$ 9,450</b>	<b>\$ 12,375</b>	<b>\$ 5,250</b>	<b>\$ 254,466</b>
Labor Costs																			\$ 254,466
Subconsultant Mark up (10%)																			\$ 16,211
Expenses (see Attachment A for detail)																			\$ 4,240
<b>TOTAL PROJECT PRICE</b>																			<b>\$ 274,917</b>

## **APPENDIX TWO Fees and Payments**

Consultant will provide invoices to the City for all services and expenses on a monthly basis. City will endeavor to pay all invoices within 30 days of receipt. The total amount billed by Consultant and paid by City pursuant to this agreement shall not exceed \$275,000 without written advance authorization from the City.

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

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

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

In no event shall the total fee charged for the scope of work set forth in Appendix One exceed the total budget of \$275,000, without specific, written advance authorization from the City.

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

"I hereby certify as principal of the firm of Integral Consulting Inc., 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 April 23, 2026, and has not been previously paid."

## WORK PROGRAM

**Grantee Name: City of Capitola**

**Project Name: Esplanade Park Coastal Access Enhancement & Adaptation Plan**

**Conservancy Grant Agreement # G25-062**

**Today's Date April 23, 2026**

### I. PROJECT DESCRIPTION

The purpose of this project is to develop a community-informed coastal access enhancement and adaptation plan for Esplanade Park that addresses sea level rise, coastal hazards, and stormwater impacts, while maintaining and enhancing public access consistent with Coastal Conservancy funding objectives.

The Grantee will prepare a planning-level (approximately 10–30% design) coastal adaptation and access enhancement plan that integrates technical analysis, community engagement, and regulatory considerations. The project will evaluate coastal hazards including wave runup, overtopping, erosion, and sea level rise, and will identify feasible adaptation strategies that enhance public access, improve resilience, and support long-term implementation.

The project will result in a preferred adaptation alternative with conceptual design, order-of-magnitude cost estimates, phasing strategy, and a clear regulatory and permitting pathway, positioning the Grantee to pursue future funding and implementation.

### II. SCOPE OF WORK

#### **Task 1 Project Management**

The Grantee will coordinate with Conservancy Project Manager to keep him/her informed about the status of the project. The Grantee will be responsible for managing the budget and schedule, submitting requests for disbursement, and other project management activities. Before hiring subcontractors for work under this grant agreement, the Grantee will submit subcontractors to perform specified tasks for the review and approval of the Conservancy Project Manager. In the progress reports, the Grantee will document all subcontractor activities, deliverables completed, progress, issues and proposed resolutions.

**Task Deliverable(s):** progress reports, invoices, and subcontract documentation (see Section V).

**Task 2 Community Engagement and Stakeholder Coordination**

The Grantee will conduct a community engagement process to inform the development and evaluation of coastal access enhancement and adaptation strategies. Engagement will include public workshops, stakeholder meetings, and outreach activities to gather input on existing conditions, community priorities, and conceptual alternatives. Input will be documented and used to inform alternatives development and refinement of the preferred alternative.

**Task Deliverable(s):**

- Outreach/engagement plan
- Workshop materials and summaries
- Community input summary

**Task 3 Technical Studies and Existing Conditions Assessment**

The Grantee will evaluate existing site conditions, coastal hazards, and drainage considerations to inform development of adaptation strategies. Technical studies will include assessment of sea level rise, wave runup, erosion, and stormwater interactions, and will identify constraints and vulnerabilities affecting public access and infrastructure.

**Task Deliverable(s):**

- Existing conditions memorandum and maps
- Coastal hazards and vulnerability assessment
- Technical summary graphics

**Task 4 Conceptual Alternatives Development**

The Grantee will develop and evaluate a range of conceptual coastal access enhancement and adaptation alternatives. Alternatives will reflect technical findings and community input and will be compared based on feasibility, cost, public access benefits, and environmental and regulatory considerations.

**Task Deliverable(s):**

- Conceptual alternatives
- Comparative evaluation

**Task 5 Preferred Alternative Design**

The Grantee will refine a preferred alternative to approximately 30% conceptual design based on evaluation of alternatives and stakeholder input. The preferred alternative will include conceptual plans, cost estimates, and a phasing strategy to support future implementation.

**Task Deliverable(s):**

- Preferred alternative conceptual design
- Cost estimate
- Phasing strategy

**Task 6 Regulatory Pathway and Final Plan**

The Grantee will evaluate permitting and environmental compliance requirements associated with implementation of the preferred alternative and prepare the final Esplanade Park Coastal Access Enhancement & Adaptation Plan. The final plan will integrate technical analysis, community engagement results, alternatives evaluation, preferred alternative design, and regulatory considerations to support decision-making and future funding.

**Task Deliverable(s):**

- Regulatory roadmap
- Permitting memorandum
- Administrative draft plan for review
- Final plan document

**III. PERMIT COMPLIANCE**

This project consists of planning and conceptual design and does not include construction. No permits are required for completion of the work program. Future implementation will require permits including a Coastal Development Permit and environmental review under CEQA.

**IV. SCHEDULE**

Work Completion Date:	June 30, 2027
Final Request for Disbursement and Final Progress Report:	July 31, 2027
Grant Termination Date:	September 30, 2027

The Grantee will submit project deliverables to the Conservancy project manager as listed in the schedule below. In the event the Grantee anticipates a delay in the project schedule, the Grantee shall inform the Conservancy Project Manager by email prior to the scheduled due date of that task or deliverable.

In the event the project cannot be completed prior to the completion date of the Grant Agreement, the Grantee shall request an extension by email, providing justification for the extension and a revised schedule of completion. There is no guarantee that the grant agreement will be extended.

Task Number	Task Title	Deliverable	Estimated Start Date	Estimated Completion Date
1	Project Management	<ul style="list-style-type: none"> <li>• Progress reports</li> <li>• Invoices</li> <li>• Subcontract documentation</li> </ul>	Not Applicable	Monthly throughout the contract term
2	Community Engagement	<ul style="list-style-type: none"> <li>• Outreach/engagement plan</li> <li>• Workshop materials and summaries</li> <li>• Community input summary</li> </ul>	May 2026	May 2027
3	Technical Studies	<ul style="list-style-type: none"> <li>• Existing conditions memorandum and maps</li> <li>• Coastal hazards and vulnerability assessment</li> <li>• Technical summary graphics</li> </ul>	May 2026	August 2026
4	Alternatives Development	<ul style="list-style-type: none"> <li>• Conceptual alternatives</li> <li>• Comparative evaluation</li> </ul>	August 2026	November 2026
5	Preferred Alternative	<ul style="list-style-type: none"> <li>• Preferred alternative conceptual design</li> <li>• Cost estimate</li> <li>• Phasing strategy</li> </ul>	November 2026	February 2027
6	Regulatory Pathway and Final Plan	<ul style="list-style-type: none"> <li>• Regulatory roadmap</li> <li>• Permitting memorandum</li> <li>• Administrative draft plan for review</li> <li>• Final plan document</li> </ul>	February 2027	June 2027

**V. BUDGET OVERVIEW**

<b>Task Number</b>	<b>Task Title</b>	<b>Coastal Conservancy Grant</b>
1	Project Management	\$26,000
2	Community Engagement	\$61,000
3	Technical Studies	\$53,000
4	Alternatives Development	\$42,000
5	Preferred Alternative	\$42,000
6	Regulatory and Final Plan	\$51,000
<b>TOTAL</b>		<b>\$275,000</b>

**\*Grantee Required Match** – No grantee match is required.

## VI. BUDGET DETAIL

### A) Grantee Expenditures

#### 1.) Direct Expenditures – Materials, Mileage, etc.

The Grantee does not anticipate significant direct expenditures for materials or equipment. Project costs are primarily associated with the subcontractor agreement which includes labor, overhead, and incidental expenses necessary to complete the scope of work.

Minor direct costs, such as local travel (mileage) or incidental supplies associated with project coordination or outreach, may be incurred by the Grantee but will be provided as in-kind support and will not be charged to the grant.

#### **Food**

No food costs will be charged to the grant.

#### **Incidental Supplies or Personal Equipment, Clothing or Uniforms**

Not applicable.

#### **Vehicles or Equipment**

No vehicles or equipment will be purchased with grant funds.

#### **Travel Costs**

City travel, if required, will be limited to local travel associated with site visits, meetings, and outreach activities. Any City travel will be provided as in-kind support and will not be charged to the grant.

**2.) Staff time/Labor**

The Grantee will not bill staff time to the grant. Project work will be performed by the subcontractor. City staff will support project coordination, review, and participation in outreach activities as needed, and this effort will be provided as in-kind support.

**3.) Indirect Costs**

The Grantee will not charge indirect costs to the grant. All project costs are included within the subcontractor agreement.

**Insurance**

Insurance required under the Conservancy’s grant agreement will be maintained by the Grantee and subcontractor as required but will not be charged to the grant as a direct or indirect cost.

**B) Subcontractors**

The primary subcontractor and will be responsible for completing the scope of work, including community engagement, technical analysis, alternatives development, conceptual design, and preparation of the final plan.

Deliverable: Subcontractor invoices and work products as outlined in the approved work program.

**VII. PLAN FOR ACKNOWLEDGMENT**

The Grantee will acknowledge Conservancy funding in accordance with Conservancy guidelines. Acknowledgment may include:

- Inclusion of the Conservancy logo and acknowledgment in the final plan document
- Recognition of the Conservancy as a funding partner in public presentations and materials
- Inclusion of the Conservancy in social media posts and project-related communications
- Use of the Conservancy logo on outreach materials such as flyers or informational boards
- Acknowledgment in any press releases, newsletters, or public announcements related to the project
- The Grantee will coordinate with the Conservancy Project Manager to ensure acknowledgment requirements are met and consistent with Conservancy logo and attribution guidelines.

# Capitola City Council

## Agenda Report

**Meeting:** April 16, 2026

**From:** Police Department

**Subject:** Homeland Security Grant Program



**Recommended Action:** 1) Accept a Homeland Security Grant as a subrecipient through the County of Santa Cruz in an amount up to \$50,000; and 2) adopt a resolution amending the FY 2025–26 General Fund operating budget to increase revenues and expenditures by up to \$50,000.

**Background:** The County of Santa Cruz is the recipient of federal funds under the State Homeland Security Grant Program (SHSGP), Assistance Listing 97.067, administered by the California Governor's Office of Emergency Services (Cal OES) and funded through the U.S. Department of Homeland Security/FEMA.

As part of the FY 2022 SHSGP award, the City of Capitola has been identified as a subrecipient for reimbursement funding in an amount up to \$50,000 for the purchase of two portable electronic message boards. The grant is administered through the County of Santa Cruz Operational Area (OR3) and supports regional emergency preparedness and response capabilities. The performance period extends through May 31, 2026, and procurement must be completed by May 1, 2026, in accordance with grant requirements.

**Discussion:** The Police Department will utilize grant funds to purchase two additional portable electronic message boards to enhance public safety communication during emergencies, evacuations, traffic incidents, and planned events. These message boards will also serve as a regional County asset, available for deployment throughout the Santa Cruz Operational Area to support coordinated emergency response and public information efforts.

This project supports Homeland Security Grant Program objectives by improving emergency communication and regional coordination. All equipment must be FEMA Authorized Equipment List compliant, and procurement must follow applicable federal, state, and local requirements.

The City is responsible for maintaining required documentation, including procurement records, proof of payment, and asset tracking. Reimbursement will be processed through the County of Santa Cruz upon submission and approval of required documentation.

**Fiscal Impact:** No fiscal impact to the General Fund. Acceptance of the grant will increase both revenues and expenditures by up to \$50,000. The City will initially fund the purchase and will be reimbursed upon approval of eligible costs.

**Attachments:**

1. Subrecipient contract and rider
2. Resolution

**Alignment with 2025-2029 Strategic Plan Priority:** Accountable Government; Community Safety

**Report Prepared By:** Leo Moreno, Police Captain

**Reviewed By:** Julia Gautho, City Clerk; Sarah Ryan, Chief of Police

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

**Contract No. 26CXXXX****HOMELAND SECURITY GRANT SUBRECIPIENT CONTRACT**

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **City of Capitola** hereinafter called SUBRECIPIENT. COUNTY and SUBRECIPIENT are each a “Party” to this Contract and are collectively the “Parties” to this Contract. The Parties agree as follows:

**1. DUTIES.** SUBRECIPIENT shall perform the following duties: **utilize Homeland Security Grant Funds to procure two (2) portable electronic message boards.** These duties are described in further detail in Attachments A, “Subrecipient Rider” and B, “Subaward Requirements (Scope & Program Conditions)”, which is attached hereto and incorporated herein by reference.

**2. COMPENSATION.** COUNTY agrees to pay, and SUBRECIPIENT agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed **\$(40,000)**, as set forth in further detail in Attachment B.

**3. TERM.** The term of this Contract shall be: **February 1, 2026, through May 31, 2026.** If this Contract is placed on the COUNTY’s Continuing Agreement List before the Contract term expires, the Parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

**4. TERMINATION.**

A. Termination for Cause. COUNTY may, in its sole discretion, immediately terminate this Contract if SUBRECIPIENT fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. Termination Without Cause. COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.

C. Termination Due to Insufficient Funding. COUNTY’s obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide SUBRECIPIENT at least seven (7) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.

D. Compensation Upon Termination. In the event this Contract is terminated, SUBRECIPIENT shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by SUBRECIPIENT.

## 5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

To the fullest extent permitted by applicable law, SUBRECIPIENT shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 5 and 6 shall include, without limitation, its officers, officials, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, SUBRECIPIENT, or any third party may sustain as a result of, arising out of, or in any manner connected with SUBRECIPIENT's performance or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of SUBRECIPIENT and third persons.

B. Any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to SUBRECIPIENT and SUBRECIPIENT's officers, employees, and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

COUNTY may conduct or participate in its own defense without affecting SUBRECIPIENT's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve SUBRECIPIENT from liability under this provision. This provision shall apply to all claims for damages related to SUBRECIPIENT's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

This Paragraph 5 shall survive the termination or expiration of this Contract.

6. INSURANCE. SUBRECIPIENT, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of SUBRECIPIENT's insurance coverage and shall not contribute to it. If SUBRECIPIENT normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, SUBRECIPIENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If SUBRECIPIENT utilizes one or more subcontractors in the performance of this Contract, SUBRECIPIENT shall obtain and maintain SUBRECIPIENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of SUBRECIPIENT in this Contract.

### A. Types of Insurance and Minimum Limits

- i. Workers' Compensation Insurance in the minimum statutorily required coverage amounts.

ii. Automobile Liability Insurance for each of SUBRECIPIENT's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by SUBRECIPIENT's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage.

iii. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

iv. Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit.

v. Cyber liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of SUBRECIPIENT. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to SUBRECIPIENT's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to SUBRECIPIENT's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

## **B. Other Insurance Provisions**

i. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, SUBRECIPIENT agrees that the retroactive date thereof shall be no later than the date first written in Paragraph 3 of this Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. SUBRECIPIENT may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

ii. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of SUBRECIPIENT, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as

ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

iii. All required policies shall be endorsed to contain the following clause:  
 “This insurance shall not be canceled until after thirty (30) calendar days’ prior written notice (10 calendar days for nonpayment of premium) has been given to:

**County of Santa Cruz**  
**Office of Response,**  
**Recovery & Resilience**  
**Attn: Annie Puckett**  
**701 Ocean St. STE 520**  
**Santa Cruz, CA 95060**

Should SUBRECIPIENT fail to obtain such an endorsement to any policy required hereunder, SUBRECIPIENT shall be responsible to provide at least thirty (30) calendar days’ notice (10 calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

iv. SUBRECIPIENT agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive SUBRECIPIENT’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**County of Santa Cruz**  
**Office of Response,**  
**Recovery & Resilience**  
**Attn: Annie Puckett**  
**701 Ocean St. STE 520**  
**Santa Cruz, CA 95060**

v. SUBRECIPIENT hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said SUBRECIPIENT may acquire against COUNTY by virtue of the payment of any loss under such insurance. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

**7. EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, SUBRECIPIENT agrees as follows:

A. SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. SUBRECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to SUBRECIPIENT and if SUBRECIPIENT employs fifteen (15) or more employees, the following requirements shall apply:

i. SUBRECIPIENT shall, in all solicitations or advertisements for employees placed by or on behalf of SUBRECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, SUBRECIPIENT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in SUBRECIPIENT’s solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

ii. In the event of SUBRECIPIENT’s non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said SUBRECIPIENT may be declared ineligible for further contracts with COUNTY.

iii. SUBRECIPIENT shall cause the foregoing provisions of subparagraphs 7B(i) and 7B(ii) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**8. INDEPENDENT CONTRACTOR.** SUBRECIPIENT and COUNTY agree that in performing its obligations under this Contract, SUBRECIPIENT, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, SUBRECIPIENT has no right to employment rights or benefits available to COUNTY employees. SUBRECIPIENT is solely responsible for providing to its own employees all employee benefits required by law. SUBRECIPIENT shall save COUNTY harmless from all matters relating to the payment of SUBRECIPIENT’s employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of SUBRECIPIENT’s performance under this Contract, but COUNTY may verify that SUBRECIPIENT is performing according to the terms of this Contract.

**9. NOTICES.**

A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:  
 Administrative Analyst  
 Office of Response, recovery & Resilience  
 701 Ocean St. Ste 520  
 Santa Cruz, CA 95060  
[Annie.puckett@santacruzcountyca.gov](mailto:Annie.puckett@santacruzcountyca.gov)

For SUBRECIPIENT:  
 [Job Title]  
 [Legal Name of SUBRECIPIENT]  
 [street address]  
 [City, State, Zip Code]  
 [email address]

B. Change of Contact Information. Either Party may change the information in Paragraph 9.A by giving notice as provided in Paragraph 9.C.

C. Method of Delivery. Each notice between COUNTY and SUBRECIPIENT provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

i. A notice delivered by personal service is effective upon service to the recipient.

ii. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

iii. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

iv. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY’s business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

**10. NONASSIGNMENT.** SUBRECIPIENT shall not assign this Contract without the prior written consent of COUNTY.

**11. ACKNOWLEDGMENT.** SUBRECIPIENT shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to SUBRECIPIENT.

**12. INSPECTIONS, AUDITS, AND PUBLIC RECORDS.**

A. Inspection of Documents. SUBRECIPIENT shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of SUBRECIPIENT’s records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. SUBRECIPIENT shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure SUBRECIPIENT’s compliance with the terms of this Contract.

B. Retention and Audit of Records. SUBRECIPIENT shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. SUBRECIPIENT hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either, for a period of five (5) years after final payment under this Contract.

C. Public Records. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that SUBRECIPIENT may provide to COUNTY. COUNTY’s public disclosure of this Contract or any record or data that SUBRECIPIENT may provide to COUNTY may include but is not limited to the following:

i. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.

ii. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that SUBRECIPIENT may provide to COUNTY, unless such disclosure is prohibited by court order.

iii. This Contract, and any record or data that SUBRECIPIENT may provide to COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) (“CPRA”).

iv. This Contract, and any record or data that SUBRECIPIENT may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people’s business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.

v. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that SUBRECIPIENT may provide to COUNTY shall be disregarded and have no effect on COUNTY’s right or duty to disclose to the public or governmental agency any such record or data.

D. Public Records Act Requests. SUBRECIPIENT shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

i. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in SUBRECIPIENT’s possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that SUBRECIPIENT deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of SUBRECIPIENT. Within five (5) COUNTY business days after COUNTY’s demand, SUBRECIPIENT shall (a) deliver to COUNTY all of the requested records that are in SUBRECIPIENT’s possession or control, together with a written statement that SUBRECIPIENT, after conducting a diligent search, has produced all requested records that are in SUBRECIPIENT’s possession or control, or (b) provide to COUNTY a written statement that SUBRECIPIENT, after conducting a diligent search, does not possess or control any of the requested records.

ii. If SUBRECIPIENT wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. SUBRECIPIENT’s assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days’ advance written notice to SUBRECIPIENT before disclosing any record subject to SUBRECIPIENT’s assertion of exemption from disclosure.

iii. SUBRECIPIENT shall indemnify COUNTY for any court-ordered award of costs or attorney’s fees under the CPRA that results from SUBRECIPIENT’s delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.

iv. This provision shall not prohibit SUBRECIPIENT from seeking a protective order to prevent the disclosure of records SUBRECIPIENT has deemed or marked as confidential or restricted or proprietary.

E. This Paragraph 12 shall survive the termination or expiration of this Contract.

**13. PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

**14. ATTACHMENTS.** SUBRECIPIENT shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

- Attachment A, “Subrecipient Rider”
- Attachment B, “Subaward Requirements (Scope & Program Conditions)”
- Attachment C, “Federal & State Grant Assurances”

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

**15. LIVING WAGE.** This Contract is covered under Living Wage provisions if this Paragraph is initialed by COUNTY\_\_\_\_\_.

If Item # 15 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

SUBRECIPIENT agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

**16. NON-BINDING UNTIL APPROVED.** Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

**17. GENERAL TERMS.**

A. Compliance with Laws. SUBRECIPIENT shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract, including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. SUBRECIPIENT bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Paragraph 5 of this Contract.

B. Standard of Practice. SUBRECIPIENT warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. SUBRECIPIENT’s duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

C. Prior Acts Ratified. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.

D. Modification. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. SUBRECIPIENT acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.

E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to SUBRECIPIENT in the event of any default or breach by COUNTY.

F. Governing Law. The laws of the State of California govern all matters arising from or related to this Contract.

G. Jurisdiction and Venue. This Contract is signed and performed in Santa Cruz County, California. SUBRECIPIENT consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

H. Construction. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.

I. Headings. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.

J. Severability. If anything in this Contract is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

K. No Waiver. Payment, waiver, or discharge by COUNTY of any liability or obligation of SUBRECIPIENT under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of SUBRECIPIENT and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

L. No Third-Party Beneficiaries. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Force Majeure. Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

N. Authorized Signature. SUBRECIPIENT represents and warrants to COUNTY that:

i. SUBRECIPIENT is duly authorized and empowered to sign and perform its obligations under this Contract.

ii. The individual signing this Contract on behalf of SUBRECIPIENT is duly authorized to do so and their signature on this Contract legally binds SUBRECIPIENT to the terms of this Contract.

O. Integrated Contract. This Contract, including its attachments, is the entire agreement between SUBRECIPIENT and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.

P. Counterpart Execution. This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local,

state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

SIGNATURE PAGE

**Contract No. 26CXXXX**

**HOMELAND SECURITY GRANT SUBRECIPIENT CONTRACT**

IN WITNESS WHEREOF, the parties hereto agree to the terms set forth above.

**2. City of Capitola**

**4. COUNTY OF SANTA CRUZ**

By: \_\_\_\_\_  
SIGNED

By: \_\_\_\_\_  
SIGNED

\_\_\_\_\_  
PRINTED

\_\_\_\_\_  
PRINTED

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**1. APPROVED AS TO FORM**

\_\_\_\_\_  
Office of the County Counsel

**3. APPROVED AS TO INSURANCE**

\_\_\_\_\_  
Risk Management

**DISTRIBUTION:**

- Office of Response, Recovery & Resilience
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- *SUBRECIPIENT*

**ATTACHMENT A - SUBRECIPIENT RIDER**

**RECITALS**

- A. COUNTY is the recipient of federal funds under the State Homeland Security Grant Program (SHSGP), Assistance Listing (ALN) 97.067, administered by the California Governor’s Office of Emergency Services (Cal OES).
- B. The Parties desire to incorporate SHSGP subrecipient requirements and federal/state grant assurances into the Contract without modifying the Contract’s base text.

**NOW, THEREFORE, the Parties agree as follows:**

- 1. **Incorporation; Subrecipient Status.** SUBRECIPIENT is a subrecipient of federal funds under SHSGP. SUBRECIPIENT shall comply with all obligations set forth in Attachments B and C.
- 2. **Federal Award Identification.** The following information pertains to the federal award and may be updated by COUNTY in writing as official award documents are issued:

<b>Federal Awarding Agency</b>	U.S. Department of Homeland Security/FEMA
<b>Assistance Listing (ALN)</b>	97.067 (Homeland Security Grant Program - SHSGP)
<b>Pass-Through Entity</b>	California Governor’s Office of Emergency Services (Cal OES)
<b>Pass-Through Award No./Year</b>	FY 2022
<b>COUNTY Subaward (NTE)</b>	\$40,000
<b>Period of Performance</b>	September 1, 2022 – May 31, 2026
<b>Project/Grant Title</b>	FY 2022 State Homeland Security Grant Program (SHSGP) – Two (2) portable electronic message boards

- 3. **Audit, Access to Records, and Retention.** SUBRECIPIENT shall maintain financial, programmatic, and supporting documentation and provide access to COUNTY, Cal OES, DHS/FEMA, and the U.S. Comptroller General. Records shall be retained for the longer of: (a) five (5) years after final payment or COUNTY’s acceptance of Subrecipient’s final audit under the Contract; or (b) the period required by 2 C.F.R. § 200.334 (no less than three (3) years after submission of the final federal expenditure report).
- 4. **Remedies and Repayment.** In addition to remedies in the Contract, COUNTY may withhold payment, disallow costs, suspend, or terminate for noncompliance. SUBRECIPIENT shall promptly repay any disallowed or ineligible costs upon COUNTY’s written demand. COUNTY may condition future reimbursements on corrective action and documentation.
- 5. **Order of Precedence.** In the event of a conflict between the Contract and this Attachment, this Attachment shall control as necessary to maintain compliance with

applicable federal and state grant requirements. In the event of conflict between Attachments B and C, Attachment C controls.

6. **No Other Changes.** Except as expressly modified by this Attachment A, all terms and conditions of the Contract remain in full force and effect.

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

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

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

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

**WHEREAS**, since the adoption of the FY 2025-26 Budget the City has been awarded a subrecipient grant in an amount not-to-exceed \$50,000 through the County of Santa Cruz; and

**WHEREAS**, the Capitola Police Department will utilize grant funds to purchase two portable electronic message boards to enhance public safety, communication during emergencies, evacuations, traffic incidents, and planned events; and,

**WHEREAS**, it is necessary to amend the FY 2025-26 Budget to receive and appropriate the \$50,000 from the General Fund – Police Law enforcement budget; and

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

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

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 23<sup>rd</sup> day of April 2026, by the following vote:

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

\_\_\_\_\_  
Margaux Morgan, Mayor

ATTEST:

\_\_\_\_\_  
Julia Gautho, City Clerk



# Budget Adjustment Request

**Date**

04/16/2026

**Requesting Department \***

Police

**Type of Adjustment**

- Administrative
- Council

**Item #**

**Council Date**

April 23, 2026

**Council Approval**

## Revenues

Account Number	Account Description	Increase/Decrease
1000-20-20-000-3700.001	Grants, donations, contributions	\$50,000.00

**Total Revenues**

\$50,000.00

## Expenditures

Account Number	Account Description	Increase/Decrease
1000-20-20-000-4650.400	Capital Equipmnet	\$50,000.00

**Total Expenditures**

\$50,000.00

**Net Impact**

\$0.00

**Purpose**

To accept and appropriate Homeland Security grants funds passed through from the County of Santa Cruz.

**Department Head Approval**

*Sarah Ryan*

Finance Director Approval

*Jim Malberg*

City Manager Approval

Jamie Goldstein

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

---

Submit	by Jim Malberg 4/16/2026 4:17:55 pm (Budget Amendment Request Submitted)
Approve	by Sarah Ryan 4/16/2026 4:27:36 pm (Routed to PD) <ul style="list-style-type: none"><li>• Sarah Ryan assigned the task to Sarah Ryan 4/16/2026 4:27:28 pm</li><li>• The task was assigned to Leo Moreno, Pedro Zamora &amp; Sarah Ryan 4/16/2026 4:17:55 pm</li></ul>
Approve (send to CM for approval)	by Jim Malberg 4/16/2026 4:53:21 pm (Routed to Finance Director) <ul style="list-style-type: none"><li>• The task was assigned to Jim Malberg 4/16/2026 4:27:36 pm</li></ul>
Approve (return to Finance for processing)	by Jamie Goldstein 4/17/2026 1:28:33 pm (Routed to CM for final approval) <ul style="list-style-type: none"><li>• The task was assigned to Jamie Goldstein 4/16/2026 4:53:21 pm</li></ul>

# Capitola City Council

## Agenda Report

**Meeting:** April 23, 2026

**From:** City Manager Department

**Subject:** Park at Rispin Mansion Fundraising Partnership



**Recommended Action:** 1) Authorize the City Manager to execute a Memorandum of Understanding with Capitola Cares for a fundraising campaign for additional elements at the Park at Rispin Mansion; and 2) Approve an administrative policy regarding Donor Recognition at the Park at Rispin Mansion

**Background:** The City of Capitola initiated plans for a park at the Rispin Mansion site in 2014. Significant community outreach and collaboration helped shape the project vision, which included an extensive landscape design and planting plan prepared by Michael Arnone and Associates. The Park at Rispin Mansion Project (Park) is a multi-year effort to create a new public park and event space on the historic Rispin Mansion property, providing community gathering areas, open space, and access to the Soquel Creek corridor. The project includes an amphitheater, walking loop, fountain plaza, sundial installation, and multiple landscaped and undeveloped areas, with design elements intended to reflect the site's historic character.

On July 28, 2022, the City Council approved the plans, specifications, and construction budget for the Project. On February 3, 2023, staff published an advertisement inviting construction bids; however, no bids were received at the public bid opening held on February 22, 2023. Subsequent outreach to potential bidders indicated the project budget was insufficient for the full scope of work. Consistent with provisions of the Public Contract Code, staff worked with a local contractor, Betz Works, to develop a feasible scope of work within the approved budget.

On March 28, 2024, Council approved a professional services agreement with Betz Works in the amount of \$949,000 to complete the amended scope of work. Construction began in spring 2024. As part of the revised scope, the extensive planting plan was removed from the construction project, with the understanding that additional landscape improvements would be completed later as funding and resources allowed. The current project includes City-installed landscaping adjacent to the grand staircase and along the wall fronting Wharf Road. Remaining non-landscaped areas were finished with topsoil, landscape wood chips, and stubbed-out water service to support future planting and irrigation.

On August 28, 2025, staff provided an update to Council on the Park at Rispin Mansion Project and requested Council direction regarding a landscaping approach. Council directed staff to seek a volunteer community partner for the installation and maintenance of landscaping at the Park. The selected partner could offer labor and financial support for improved landscaping at the new park.

At the September 25, 2025, Council meeting, staff proposed executing a professional services agreement with Michael Arnone and Associates to modify the original landscape design and planting plan, and Council directed staff to return with an updated landscaping plan that reflects community expectations while remaining feasible for long-term maintenance. At that time, the possibility of a community partner performing the planting and maintenance at the Park at Rispin Mansion was explored. No organizations identified themselves as interested in providing such services.

On February 26, 2026, Council approved a revised landscaping plan prepared by Michael Arnone and Associates. The plan can feasibly be installed and maintained by existing Public Works staff using current operational resources; however, specific plant purchases are not currently budgeted. City Council may allocate the required funding for plant materials and installation supplies during the preparation and approval process for the Fiscal Year 2026-2027 Budget.

Discussion: In late fall 2025, Capitola Cares, a new local nonprofit organization, expressed interest in raising funds to support additional enhancements at the Park. The nonprofit expressed interest in raising and directing funds for three potential City Public Works projects:

1. Fund a contract to construct the previously designed eight-pillar arbor at the north of the central terrace area.
2. Fund costs associated with making the existing fountain functional (activating the emitter feature only, not the reflecting pool).
3. Purchase and install artificial turf in the three upper terrace areas.

On February 26, 2026, Council supported Capitola Cares’ intention to fundraise for the cost of both the eight-pillar arbor and rehabilitation of the fountain, and directed staff to seek input from the Santa Cruz Public Library System (SCPL) and the Museum of Discovery regarding the proposal to install artificial turf in the three upper terrace areas of the Park at Rispin Mansion. SCPL staff had mixed responses to the artificial turf proposal; the overall preference is for a waterwise solution, not including artificial turf. The Museum of Discovery did not have a strong position against artificial turf and recently used some in a museum exhibit with no negative feedback.

To formalize a fundraising partnership, City Council directed staff to draft a Memorandum of Understanding (MOU) between the City and the nonprofit organization. Capitola Cares decided to focus raising funds for two Park elements: the arbor and fountain. So, the proposed MOU, attached for reference, clarifies that the fundraising goal is the costs of the arbor and fountain emitter, plus a donor recognition element, with a ten-percent contingency.

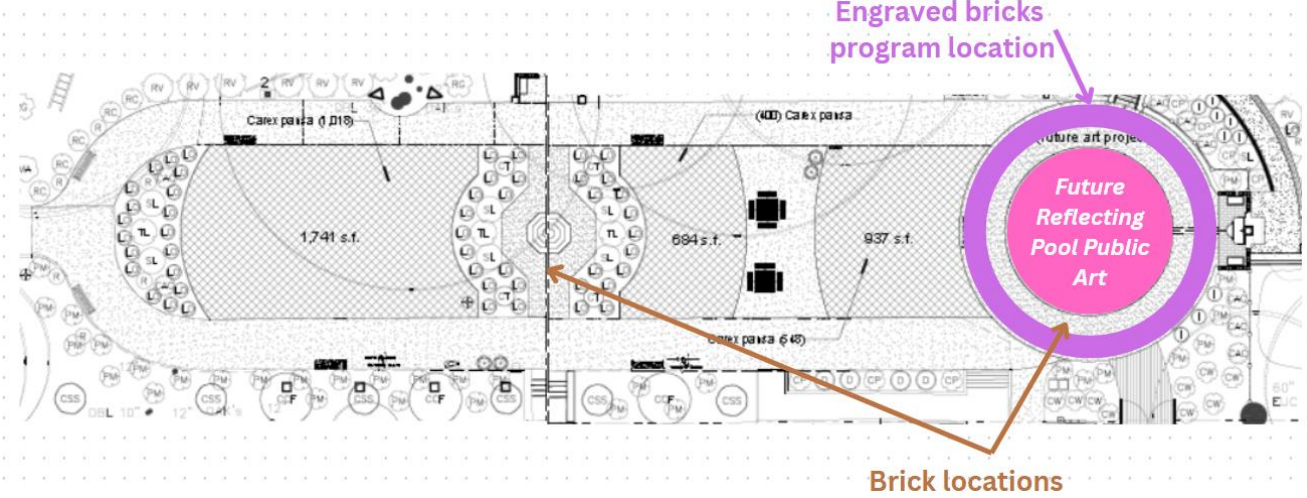
Only excess funds raised by Capitola Cares will be put towards an artificial turf project.

The agreement establishes roles and responsibilities in this fundraising effort, outlines both City and Capitola Cares’ responsibilities, and provides other details of the proposed fundraising campaign. To ensure transparency and consistency, staff has also prepared a Donor Recognition Administrative Policy (Attachment 3). This policy lists donor recognition opportunities and ensures that all contributors will be publicly recognized on a donor recognition feature, such as a wall or other design element, consistent with the park’s historic character.

**Community Paver Program**

On February 26, Council also directed staff to plan and prepare for a community paver program.

The program will raise funds to install historically appropriate 4”x8” bricks in two Park areas. The diagram below indicates the two brick locations: the walkways around the reflecting pool and sundial, which are currently filled in with decomposed granite. The diagram also highlights the specific area for about 400 engraved bricks. Staff estimates the cost of procuring and installing the full brick project would be \$80,000, including brick engraving. Selling ~400 engraved bricks for \$200 each would cover this cost.



Staff is evaluating brick fundraiser vendors and anticipates announcing the program to the community in spring or early summer. The earliest anticipated installation for the full brick project is spring 2027. The program will include bricks available for purchase in one size, with the option to engrave up to three lines of no more than 20 characters in total. The City will determine a uniform style, such as “all caps” or “cap sensitive” with the brick provider, based on the type of engraving technique. Brick material and color will be chosen to match, as closely as possible, the historic appearance of the two walkways.

Fiscal Impact: None. The partnership is intended to raise funds for two Park elements that otherwise would remain unfunded by the City.

Attachments:

1. Proposed MOU and exhibits, including donor recognition policy

Alignment with 2025-2029 Strategic Plan Priority: Healthy Families, Community, and Environment

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

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

Approved By: Jamie Goldstein, City Manager

**Memorandum of Understanding  
Between Capitola Cares and the City of Capitola regarding  
Additional Elements at the Park at Rispin Mansion  
Fundraising Campaign**

This Memorandum of Understanding (“MOU”) is entered into between Capitola Cares, a California 501(c)(3) non-profit corporation (“Capitola Cares”), and the City of Capitola (“City”), a California municipal corporation, and is effective as of the date fully executed. City and Capitola Cares are referred to collectively herein as the “Parties”.

The City owns the Rispin Mansion site located at 2000 Wharf Road, Capitola, (APN 03537101) and has completed a renovation project on the site to create a public gathering place, named the “Park at Rispin Mansion.” The renovations include modest landscaping, an amphitheater, benches, and chess tables.

Capitola Cares is a 501(c)(3) not-for-profit organization, founded in 2025, with the intent to strengthen Capitola from the inside out — supporting organizations and initiatives that foster community well-being, encourage civic engagement, and build a connected, resilient future for all who live and work in Capitola. Capitola Cares desires the addition of two major elements at the Park at Rispin Mansion, and wants to run a public fundraising campaign to pay for the elements.

The two elements are:

- 1) Eight-pillar arbor, as shown in Exhibit A.**
- 2) Functionality/rehabilitation of the water fountain**

The Parties desire and agree to partner in raising funds for the Project through a fundraising campaign (“Campaign”) on the following terms and conditions:

1. The City agrees to do the following:
  - Determine a reasonable estimated cost for each element for fundraising purposes.
  - Conduct the public bidding process, as required by law, for the construction of each element.
  - Provide Capitola Cares a list of City’s community contacts for use in Capitola Cares’ social media outreach, and also include campaign materials in City communications, including its recreation catalog, its newsletters, and email and social media communications.
  - Provide an authorized contact person for the Campaign. The contact person may be changed from time to time with notice to Capitola Cares. Initially, the staff contact person is Chloé Woodmansee.
  - Provide support to Capitola Cares for campaign events. For example, Council members may, upon request, attend fundraising events.
  - Accept in-kind donations of project-approved materials to use towards the Project.
  - Provide Project design imagery and information for campaign use in print and digital materials.
  - Provide a **flexible donor recognition policy (Exhibit B)**.
  - Install bronze donor recognition sign and collaborate with Capitola Cares on its location and other details.
  - Facilitate public acknowledgement of Capitola Cares, as directed by City Council.
  - Authorize Capitola Cares to use the name of the Park and illustrations of park features to be funded in its fundraising materials.
  - Enter contracts with contractors and supervise their work. Other than transferring funds to the City, Capitola Cares is not responsible, accountable or liable for the City’s role in completing the work.

*Memorandum of Understanding Park at Rispin Mansion: Additional Elements*

*Fundraising Campaign*

*Capitola Cares and City of Capitola*

- Comply with all federal, state and local laws.

**2. Capitola Cares agrees to do the following:**

- Conduct a public fundraising campaign with the target goal of raising an amount equal to the City's estimated construction cost for both Elements 1 and 2, the bronze donor plaque, plus an additional ten percent contingency.
- Campaign funds will be held in a separate Capitola Cares account at West Coast Community Bank.
- Consult with City Staff to ensure clarity on Campaign goals and progress.
- Maintain its own bank accounts, separate from the City, and be responsible for its own accounting, auditing, and tax filings.
- To obtain general liability insurance for public fundraising events organized by Capitola Cares in a reasonable and appropriate amount as determined by the Capitola Cares Board, and to make available documentation of its compliance to the City upon request.
- Provide an authorized contact person for the Campaign. The contact person may be changed from time to time with notice to City. Until further notice, the contact is Gayle Ortiz.
- Implement a procedure to annually provide the City verification of personal insurance for employees or volunteers who may use their personal autos for Campaign business with minimum liability limits of \$30,000/\$60,000 for bodily injury and \$15,000 for property damage.
- Fund and pay for the donor recognition element (the bronze donor plaque referenced above).
- Upon request from the City, present at and attend events and/or City Council meetings to provide an update on fundraising efforts.
- Prepare and distribute campaign materials.
- Provide an online Campaign donation portal (link) for donors.
- Prepare and send a thank-you letter to each donor, acknowledging each donation.
- Coordinate donor asks and grant opportunities.
- Provide quarterly accounting to City staff for funds raised and share information with the City, as reasonably requested.
- Maintain books and records relating to this MOU, in accordance with generally accepted accounting practices consistently applied.
- Five business days prior to the scheduled signing of contracts for each element, Capitola Cares shall transfer funds for that element to the City. These funds will include the contract amount plus a 10% contingency. If the City does not subsequently authorize a contract or purchase order for the Project or the Project does not go forward for any reason, the Campaign funds will be returned to Capitola Cares within five business days and the Parties shall meet and agree about future projects in the Park at Rispin Mansion.

**3. In Case of Insufficient or Excess Funds.** If collected funds fail to reach the fundraising target, or exceed the fundraising target, including any unused contingency, the parties shall meet and confer on the use of the funds for future projects in the Park at Rispin Mansion. If raised funds exceed the fundraising target, such excess funds shall be directed toward the turf field project (shown in Exhibit C). If the total funds available are not sufficient to complete the turf field project in its entirety, the parties agree to remain open to exploring alternative approaches to closing any funding gap. Such alternatives may include, but are not limited to, a phased installation beginning with the largest section of the turf field nearest the arbor, with remaining sections to be completed as additional funding becomes available. If available funds are determined to be insufficient

*Memorandum of Understanding Park at Rispin Mansion: Additional Elements*

*Fundraising Campaign*

*Capitola Cares and City of Capitola*

to advance any phase of the turf field project, the parties shall meet and confer to identify and prioritize Park improvements that can be funded with the available balance.

**4. Term of Campaign.** The term of this Campaign is from the effective date of this MOU, to when the fundraising goal is met, or two years after the effective date, whichever is sooner. Parties may mutually agree, in writing, to extend this MOU.

**5. Early Termination.** Either Party may terminate this MOU for any reason with 30 days' written notice to the other Party. In the event of termination, Capitola Cares shall do a final accounting at the end of the 30-day period and distribute funds less expenses to the City if a contract or purchase order is in place to build the Project. If no contract or purchase order is in place or the Project does not go forward for any reason, Capitola Cares will maintain the funds for future projects in the Park at Rispin Mansion.

**6. City's Authority regarding Use of Funds.** Each party acknowledges that City has final authority over and responsibility for the improvements made with the funds raised pursuant to this MOU, provided, however, that the funds are used for the indicated two elements..

**7. Indemnification.** To the fullest extent allowed by law, the Parties shall defend (including reasonable attorneys' fees), indemnify, and hold harmless each other and their respective officers, directors, officials, agents, employees, and volunteers (collectively, "Indemnitees") from and against any and all claims, losses, or injuries of every kind that arise out of, pertain to, or relate to any negligence, recklessness, or willful misconduct by the other Party or anyone acting on that Party's behalf.**8. Independent Parties.** Capitola Cares is an independent non-profit organization and not an agent or employee of the City.

**9. Entire Agreement.** This MOU constitutes the entire agreement among the Parties with respect to the matters set forth herein and supersedes all prior or contemporaneous understandings or agreements among the Parties with respect to the subject matter hereof, whether oral or written.

**10. Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the alleged breach hereof, and if the dispute cannot be resolved through direct discussions, the Parties agree to first endeavor to resolve the dispute by non-binding mediation. The mediation shall be conducted in Santa Cruz County, California, under the Commercial Mediation Procedures of the American Arbitration Association (AAA) or JAMS.

If the dispute is not resolved through mediation, either party may initiate legal action. The parties agree that the Superior Court of California, County of Santa Cruz, shall have exclusive jurisdiction.

**11. Severability.** If a court of competent jurisdiction determines that a provision included in this MOU is legally invalid, illegal, or unenforceable, and such decision becomes final, such provision shall be deemed to be severed and deleted from this MOU and the balance of this MOU shall be reasonably interpreted to achieve the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this MOU with a valid and enforceable provision that will achieve, to the extent possible, the purposes of the void or unenforceable provision.

**12. Assignment.** Neither Party may assign any rights granted by this MOU without prior written approval of the other Party, whose approval may be granted or withheld in any Party's reasonable discretion.

**13. Authorization.** Each signatory below attests that he or she is duly authorized to execute this MOU on behalf of the Party he or she represents.

*Memorandum of Understanding Park at Rispin Mansion: Additional Elements*

*Fundraising Campaign*

*Capitola Cares and City of Capitola*



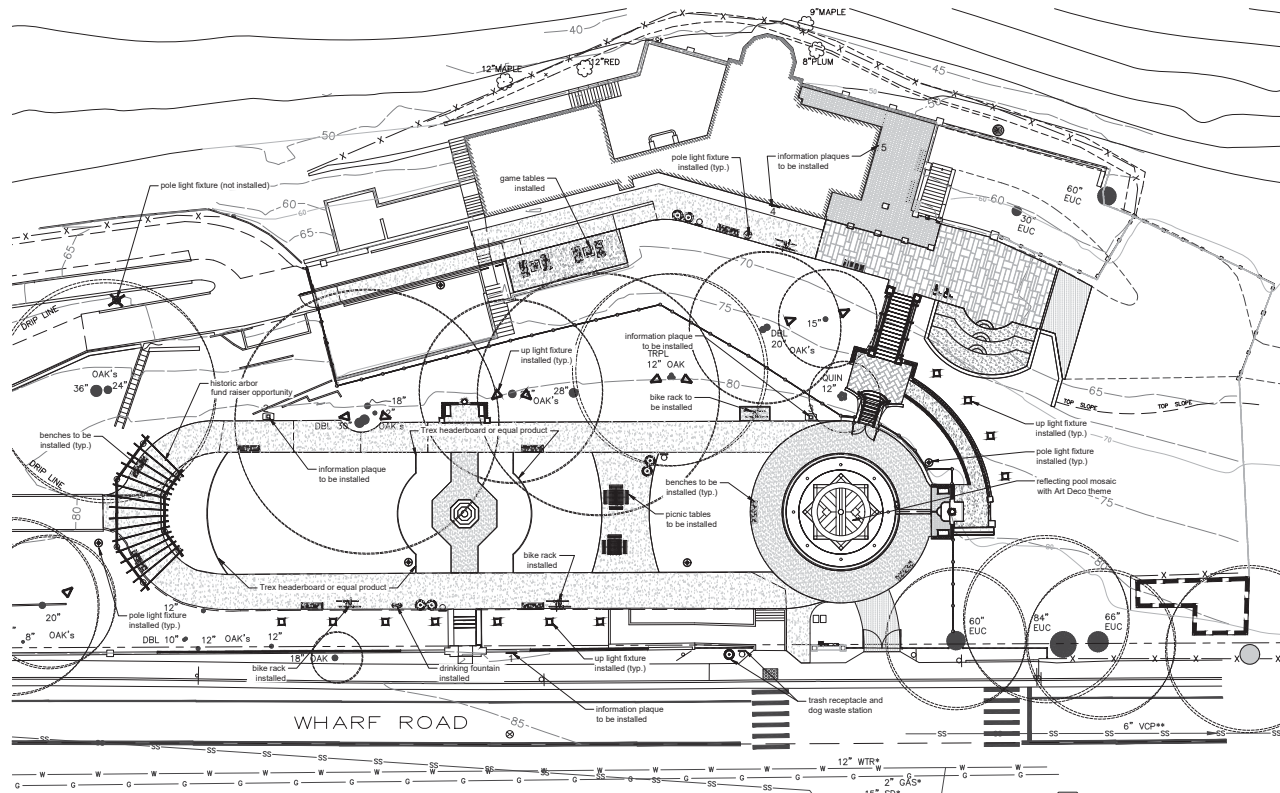
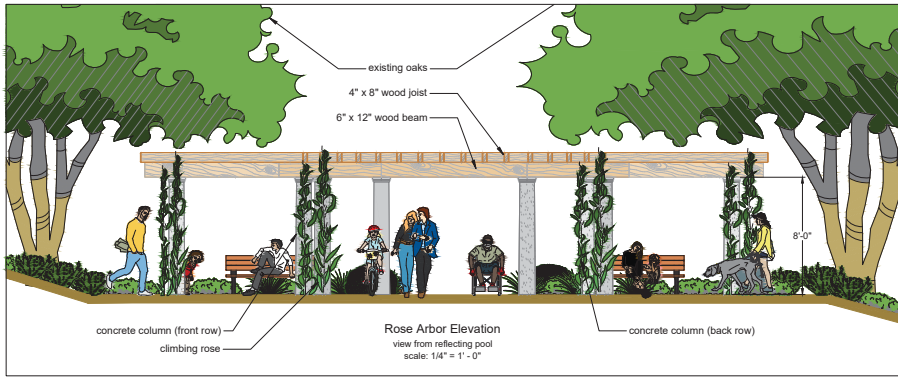
# Exhibit A - Arbor Plans

Item 7 D.



rknown1@hotmail.com 831.419.3154

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



REVISIONS

HARDSCAPE

JOB NO. 201503  
SCALE AS NOTED  
DRAWN MA SHEET  
DATE 2.12.2026

L-2.0



ADMINISTRATIVE POLICY

Number: V-22

Issued:

Jurisdiction: City Council

**ADDITIONAL ELEMENTS AT PARK AT RISPIN MANSION  
DONOR RECOGNITION**

I. PURPOSE/POLICY

To establish a policy and procedure for donor recognition at the Park at Rispin Mansion. Sponsorship opportunities provide resources to meet strategic fundraising objectives. This policy establishes the procedure by which the City will recognize donors, consistent with the schedule included below.

If within 10 years of installation, the park is upgraded or modified then the donor recognition will be carried forward in a similar capacity, as determined by the City in consultation with Major Sponsors, as feasible.

If within 10 years of installation, the park is closed, deconstructed, destroyed, severely damaged or undergoes an end-of-life renovation, then the donor recognition will cease.

III. PROCESS

Donor Recognition & Sponsorship Opportunities

Space	Required Donation
Donor Recognition Sign <i>(larger donations will be indicated with larger font and other formatting on the sign; Major Donors may be indicated as such)</i>	All donations of \$1,000 or more, unless the donor requests anonymity

Fundraising & Donor Recognition: Capitola Cares shall coordinate the fundraising campaign and donor recognition effort. Capitola Cares shall determine donation amounts required for Major Sponsorship Opportunities and other components.

All donors, including Major Sponsors (those who donate an amount qualifying as a “Major Sponsorship”), will be recognized on a donor sign within the Park. No donor will be recognized on an individual sign, or on a sign affixed to a Park element.

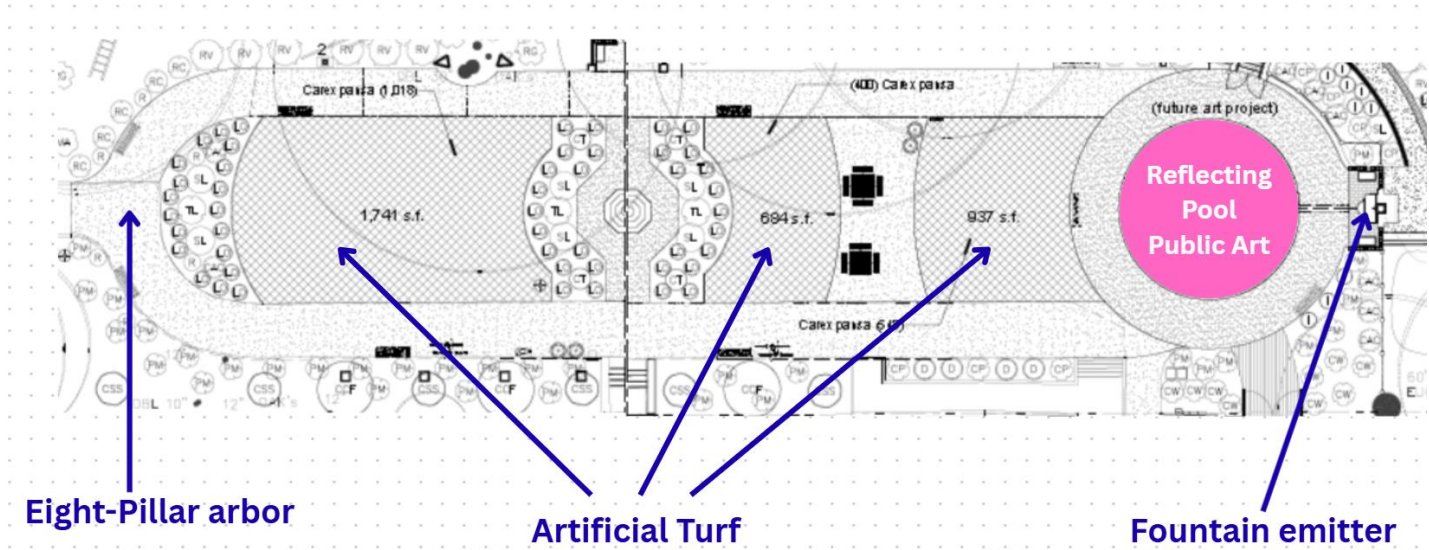
This Policy is Approved and Authorized by:

---

Jamie Goldstein  
City Manager

Exhibit C

Location of potential artificial turf installation:



Eight-Pillar arbor

Artificial Turf

Fountain emitter

# Capitola City Council

## Agenda Report

**Meeting:** April 23, 2026

**From:** Community and Economic Development Department

**Subject:** Wharf Master Plan



**Recommended Action:** Receive a presentation on the conceptual design for a Wharf Master Plan; adopt a resolution adopting the Wharf Master Plan; and direct staff to release a Request for Proposals (RFP) for a qualified private entity to construct and operate the marketplace through a lease agreement with the City.

**Background:** In 2024, the Wharf Resiliency and Public Access Project (Project) was completed. The Project addressed critical infrastructure needs, including widening the Wharf, replacing failing pilings and decking, and constructing new restroom facilities.

Severe storms in December 2023 caused substantial damage to Wharf structures, resulting in their removal. In February 2024, the City Council authorized demolition of the damaged buildings and directed staff to initiate a long-term planning effort for the Wharf (Wharf Master Plan).

The City retained Fuse Architecture to assist with outreach, planning, and conceptual design. In spring 2024, seven concepts for the Wharf were developed and presented to the public, stakeholders, and City Council. Public outreach included a survey with over 1,000 participants, a community meeting, and engagement with local boards, commissions, and stakeholder groups.

At its meeting on June 26, 2024, the City Council reviewed public input and directed staff to proceed with a hybrid approach, combining elements of Option 6 (Fishing Concession and Flexible Market Space) and Option 7 (Permanent Structures including a Restaurant and Fishing Concession).

**Discussion:** Consistent with Council direction, Fuse Architecture has advanced a conceptual design intended to balance public access, economic vitality, and long-term resilience of the Wharf, while remaining responsive to strong community preference for permanent, year-round uses (Attachment 1).

The Wharf Masterplan concept includes:

- A single marketplace design that allows for the integration of restaurant use and a fishing concession within a single structure.
- New public amenities include a detached building with two public bathrooms and a lifeguard station with a marine rescue watercraft storage area and lookout area.
- Retains existing benches (40), picnic tables (4), viewing stations (4), fish cleaning station (1), bathrooms near entrance (3 stall), bike racks (10), boat hoist (1), and buoys.

Given the estimated cost of constructing permanent commercial structures and the operational complexity of a restaurant and marketplace, implementation of this concept will require a public/private partnership. Under this model, a private entity would be responsible for financing, constructing, and operating the commercial components, while leasing the space from the City.

The conceptual design presented at this meeting is intended to:

- Illustrate the scale, layout, and mix of uses within the marketplace
- Establish a baseline program for potential operators and investors
- Circulate an RFP to solicit qualified development partners

Key components of the RFP include:

1. Public/private partnership to design, build, finance, operate, and lease marketplace on the Wharf.
2. Long-term ground lease.
3. Integrated marketplace with restaurant and fishing concession.
4. Master Plan is conceptual only. Project subject to City approvals and permits,
5. Developer Responsibilities:
  - a. Full project funding, construction, operations, and maintenance.
  - b. Secure all permits and approvals.
  - c. Assume all development and entitlement risk.
6. Financial Terms:
  - a. Base rent (MAG) + percentage rent required.
  - b. Preference for tiered and triple-net (NNN) lease structures.
7. Qualifications:
  - a. Experience in commercial/waterfront development and operations.
  - b. Ability to finance project.

Fiscal Impact: The Capitola Wharf project requires a comprehensive public/private partnership model involving design, financing, construction, and operation of new structures. An RFP is included as Attachment 3. The RFP is structured to attract a qualified private partner capable of financing and delivering a visitor-serving marketplace consistent with the Wharf Master Plan, while preserving City control over final design and approvals. There is no cost associated with publishing the RFP at this time.

Attachments:

1. Wharf Master Plan
2. Resolution
3. Request for Proposals

Alignment with 2025-2029 Strategic Plan Priority: Economic Opportunity; Healthy Families, Community, and Environment; and Sustainable Infrastructure

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

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

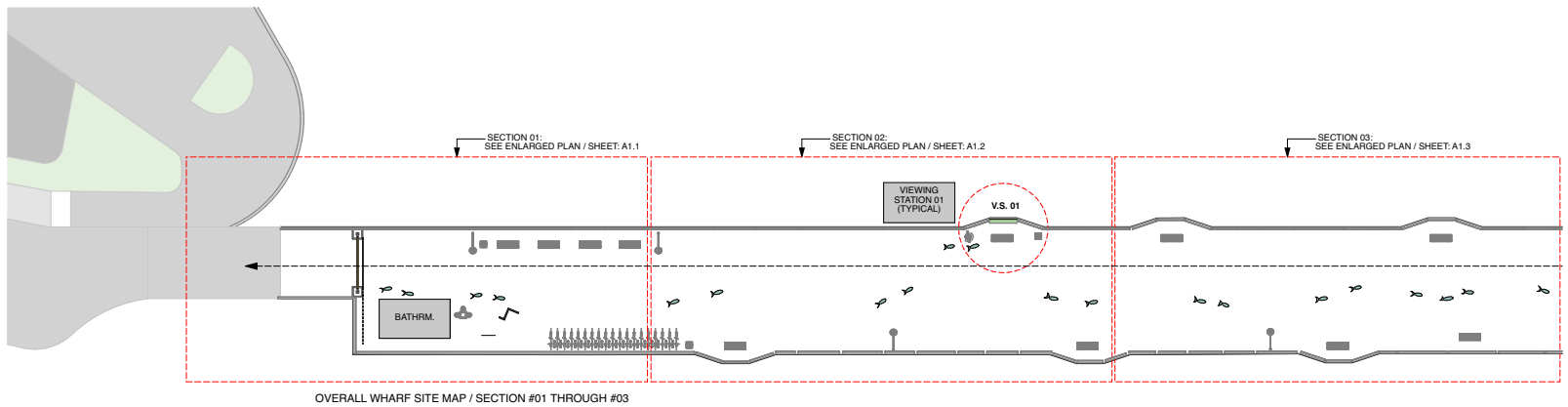


# CAPITOLA WHARF MASTER PLAN

CITY OF CAPITOLA CAPITOLA CALIFORNIA  
 CONCEPTUAL MASTER PLAN  
 APRIL 15, 2026

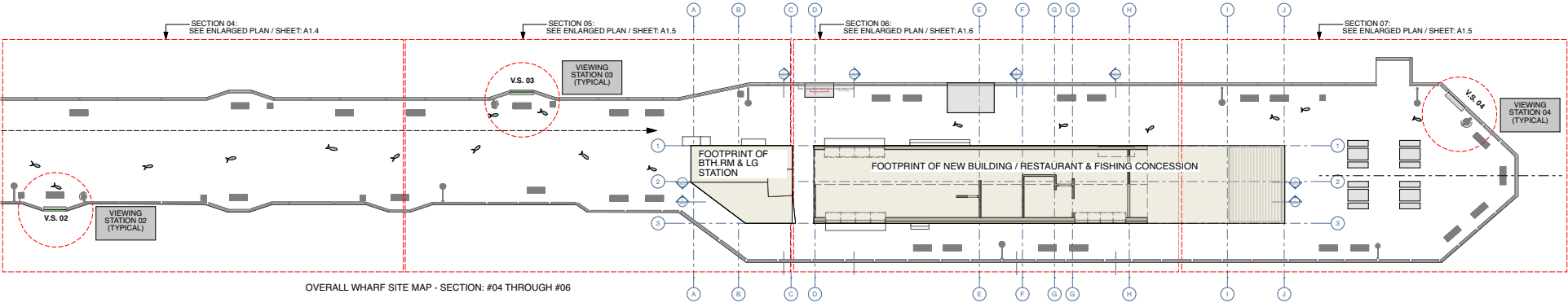
**fuse**   
 architects + builders  
 512 Capitola Ave + Capitola + CA + 95010





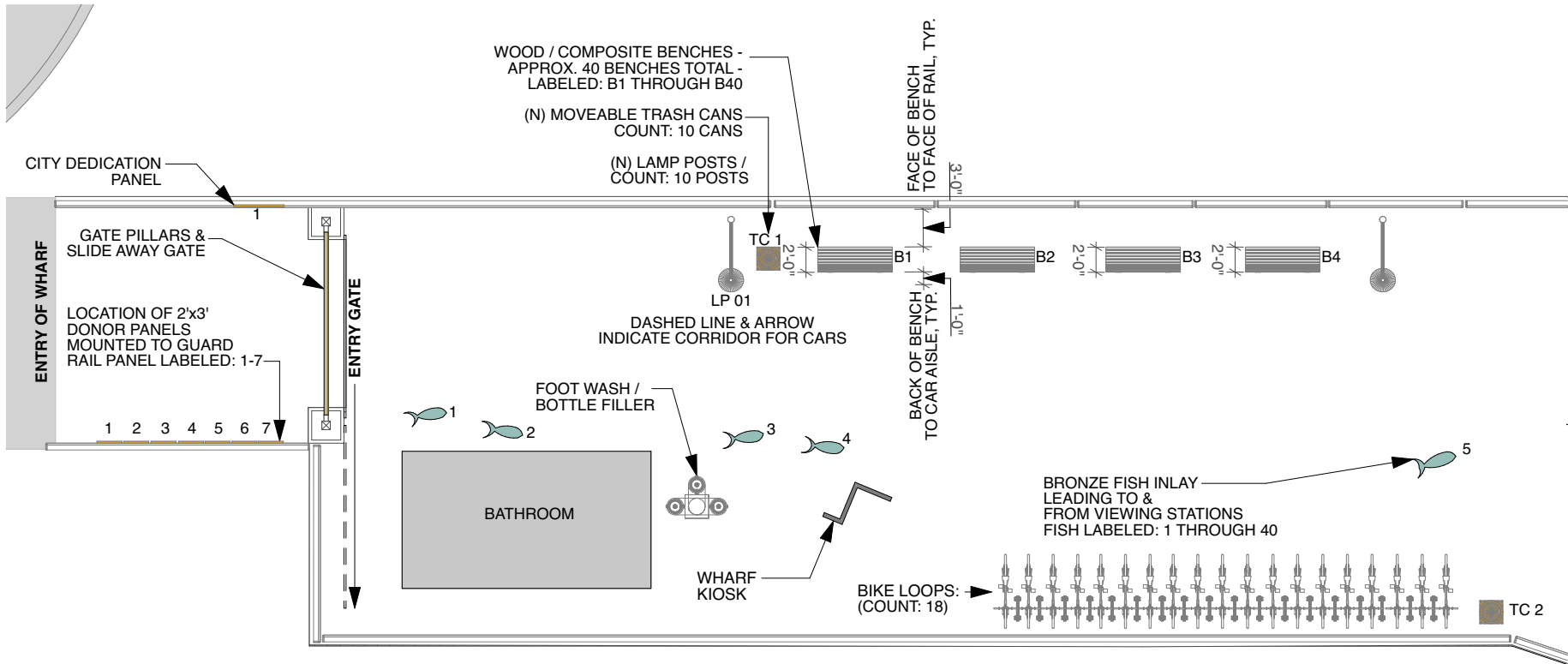
OVERALL WHARF SITE MAP / SECTION #01 THROUGH #03

**2 OVERALL SITE PLAN WHARF**  
SCALE: 1/16" = 1'-0"



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

**3 OVERALL SITE PLAN WHARF**  
SCALE: 1/16" = 1'-0"

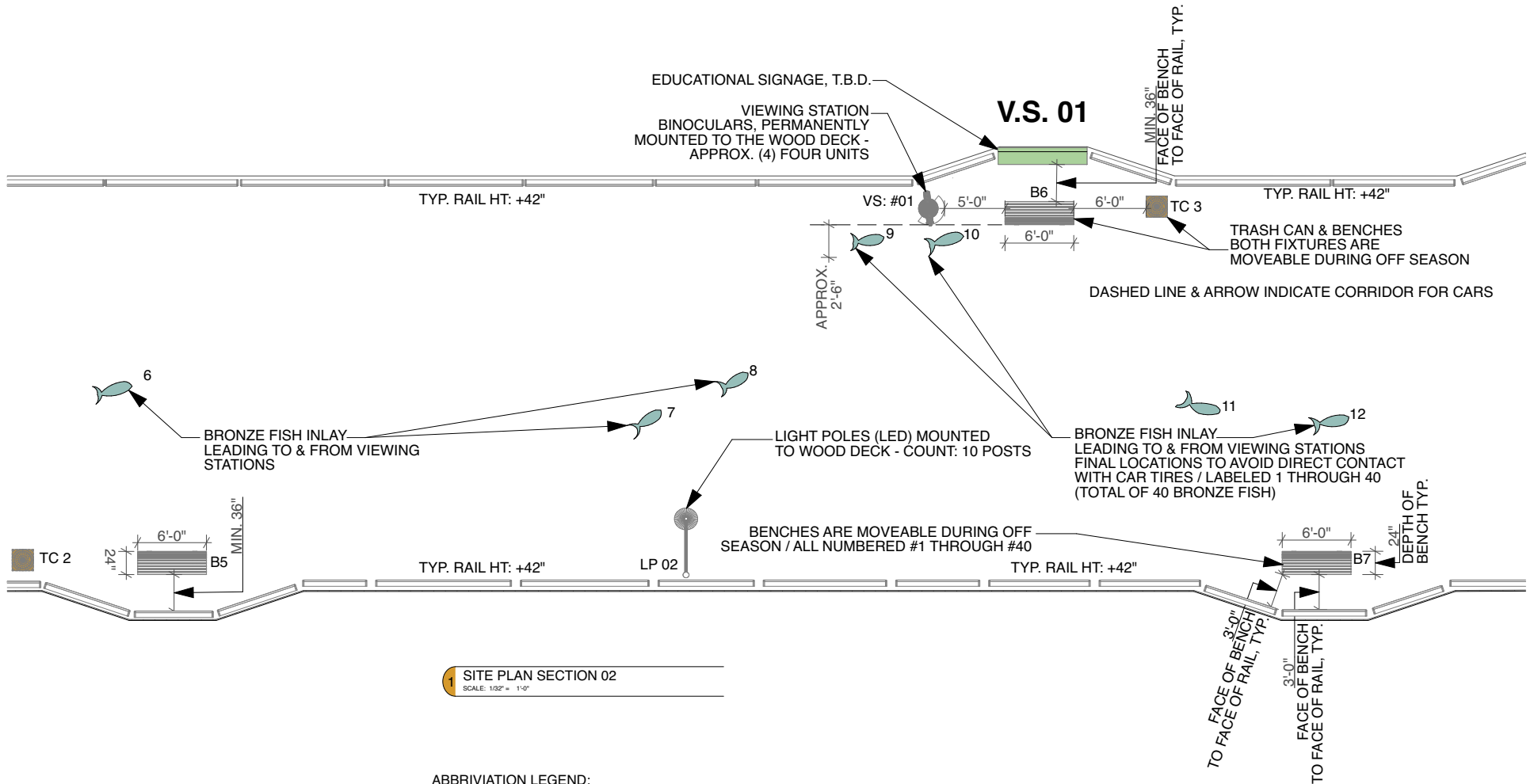


**2** SITE PLAN SECTION 01  
SCALE: 1/32" = 1'-0"

ABBREVIATION LEGEND:

SITE PLAN

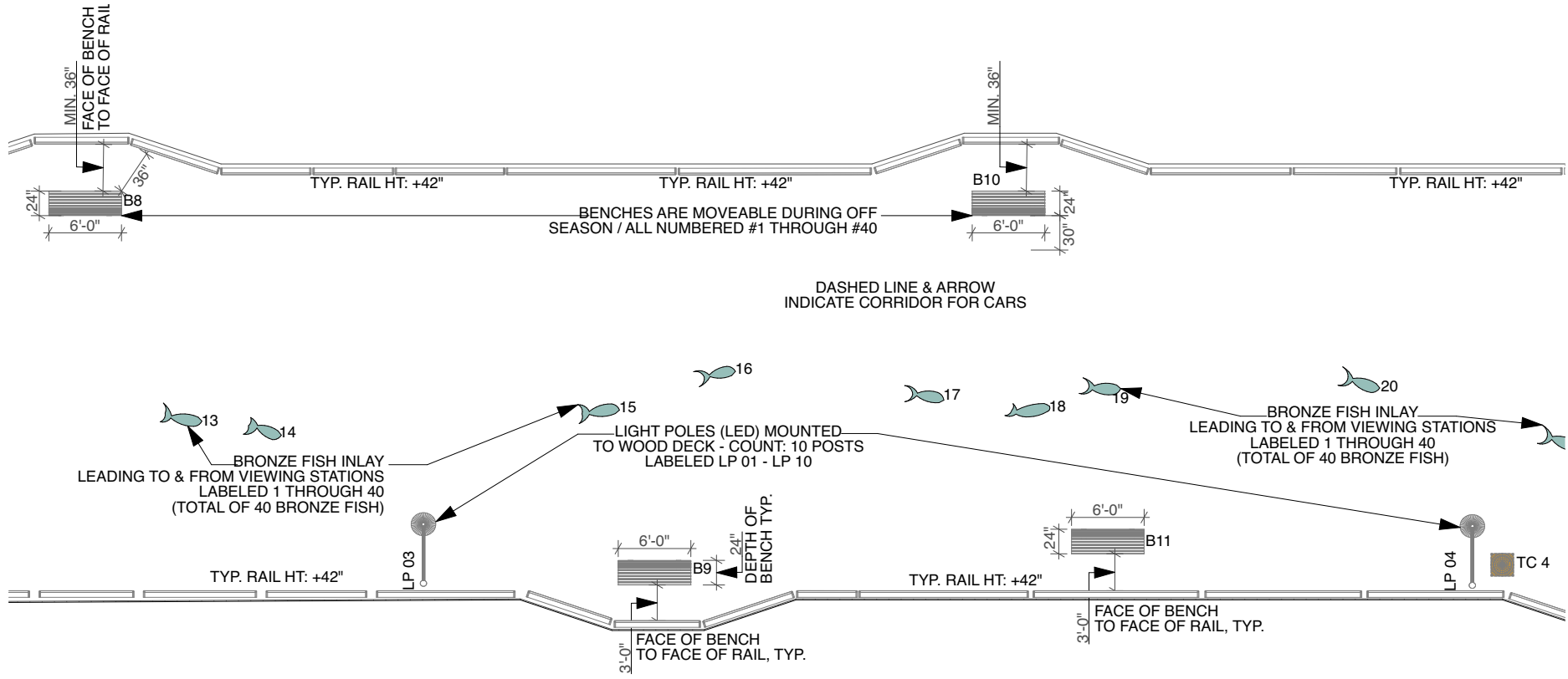
- TC #00 - (N) MOVEABLE TRASH CAN W/ LOCATION NUMBER
- LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
- PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
- FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.



**1** SITE PLAN SECTION 02  
SCALE: 1/32" = 1'-0"

ABBREVIATION LEGEND:

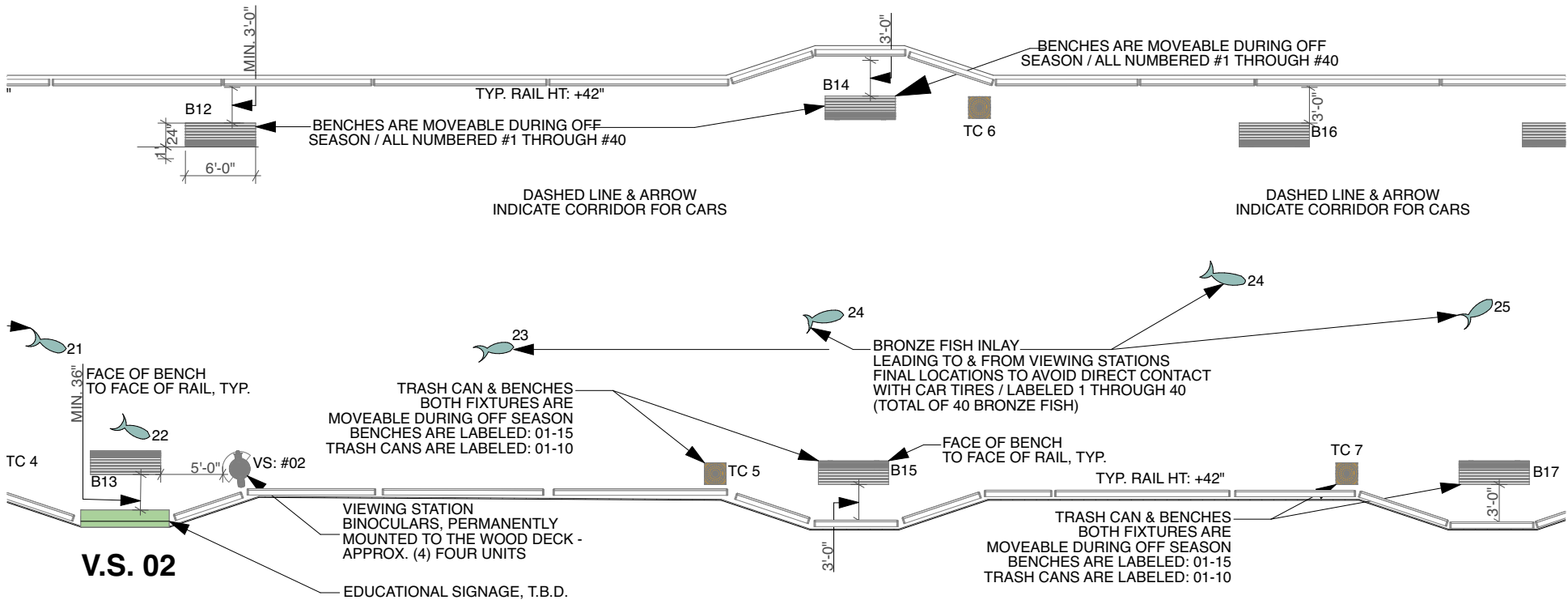
- SITE PLAN**
- TC #00 - (N) MOVEABLE TRASH CAN W/ LOCATION NUMBER
  - LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
  - PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
  - FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.



4 SITE PLAN SECTION 03  
SCALE: 1/32" = 1'-0"

ABBREVIATION LEGEND:

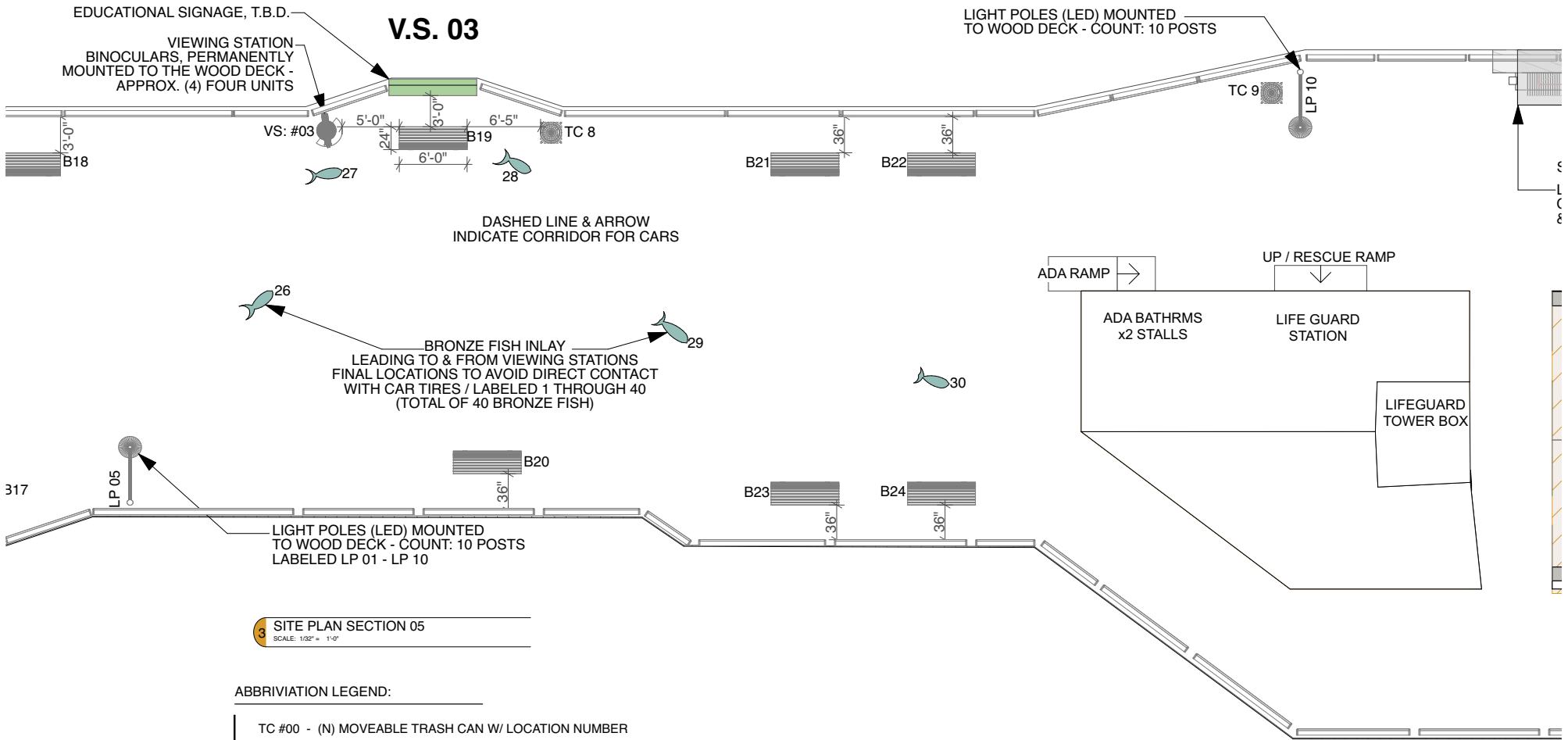
- SITE PLAN**
- TC #00 - (N) MOVEABLE TRASH CAN W/ LOCATION NUMBER
  - LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
  - PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
  - FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.



3 SITE PLAN SECTION 04  
SCALE: 1/32" = 1'-0"

ABBREVIATION LEGEND:

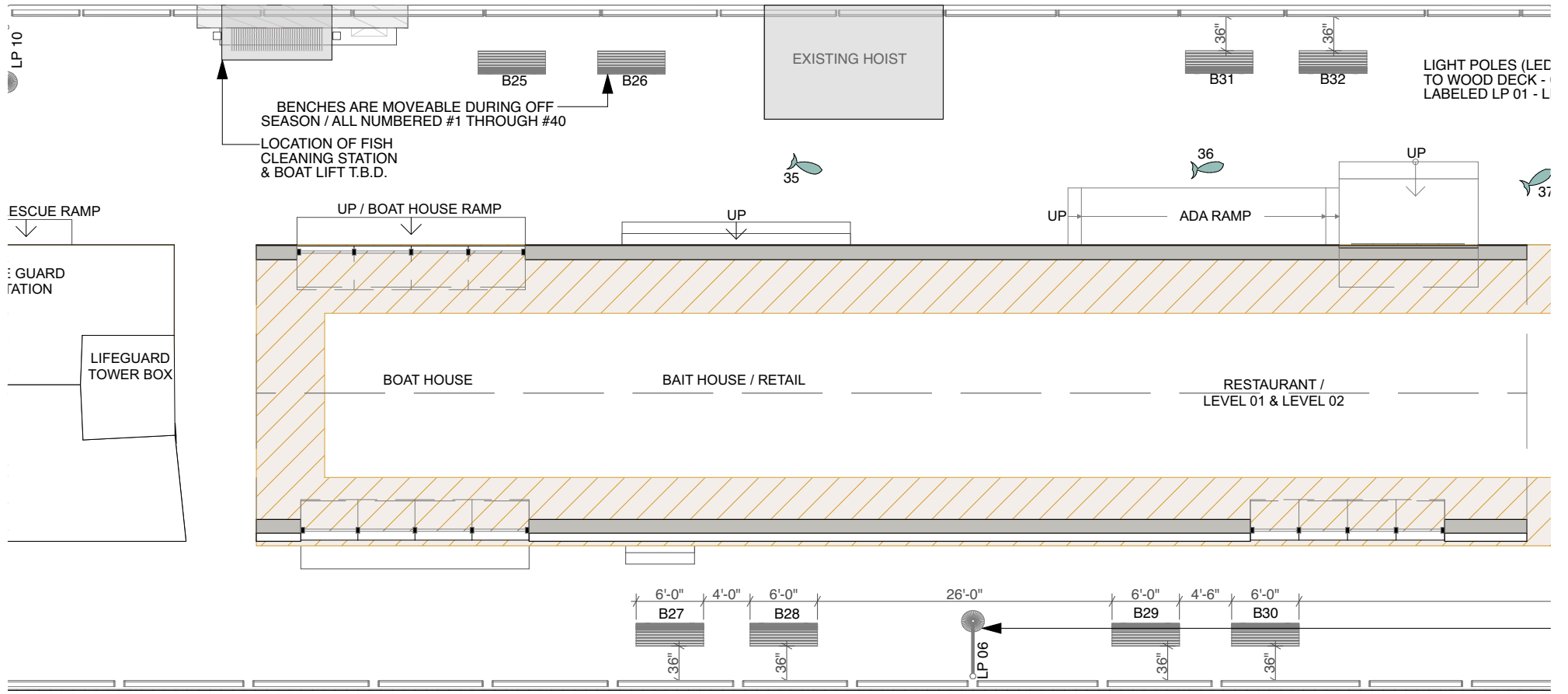
- SITE PLAN
- TC #00 - (N) MOVEABLE TRASH CAN W/ LOCATION NUMBER
  - LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
  - PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
  - FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.



**3** SITE PLAN SECTION 05  
SCALE: 1/32" = 1'-0"

ABBREVIATION LEGEND:

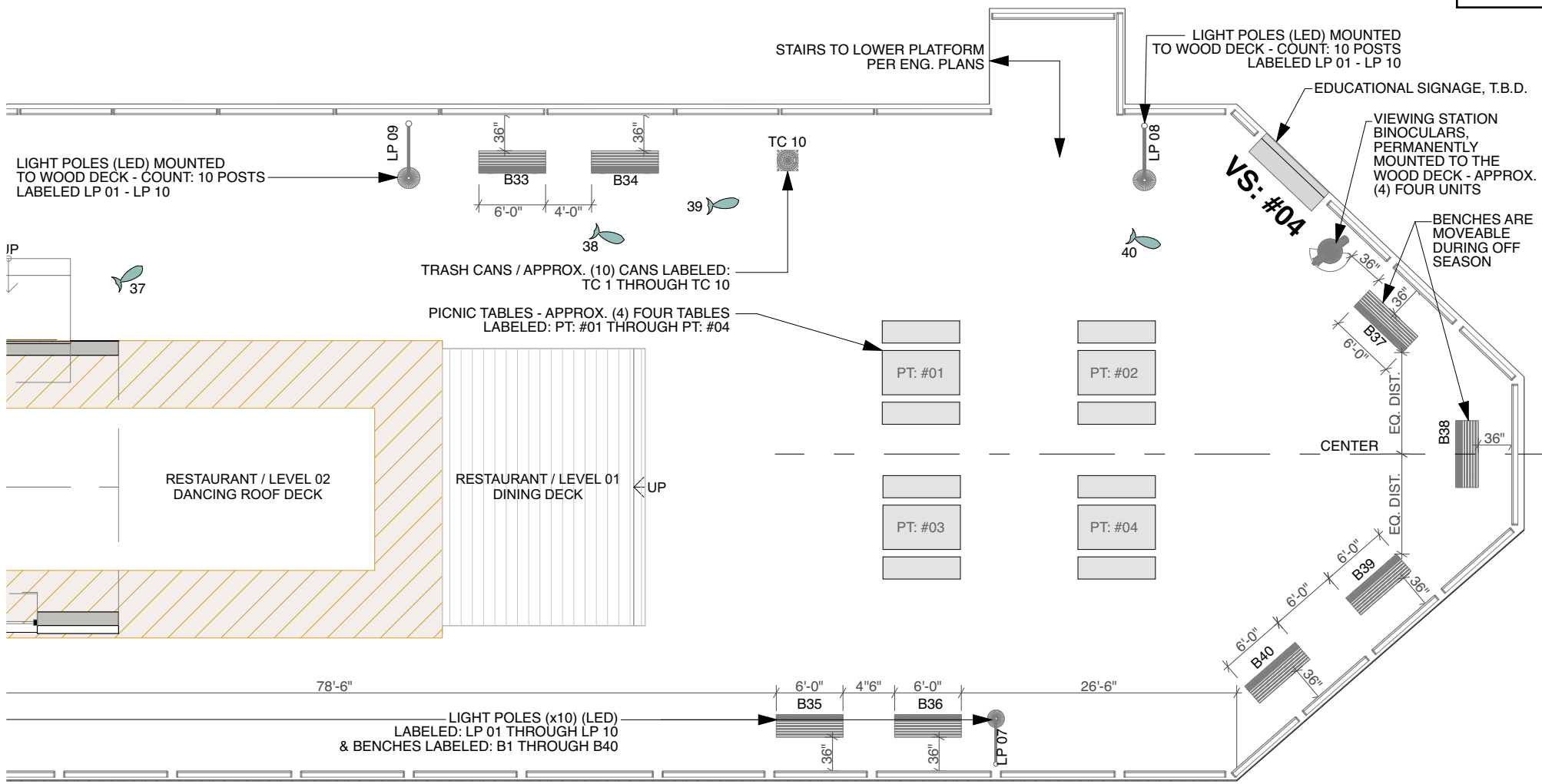
- SITE PLAN**
- TC #00 - (N) MOVEABLE TRASH CAN W/ LOCATION NUMBER
  - LP #00 - (N) LAMP POST MOUNTED TO WOOD DECK W/ LOCATION NUMBER
  - PT #00 - (N) PICNIC TABLE W/ LOCATION NUMBER
  - FISH #01 - (N) FISH CLEANING STATION / DIMENSIONS T.B.D.



3 SITE PLAN SECTION 06  
SCALE: 1/32" = 1'-0"

ABBREVIATION LEGEND:

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

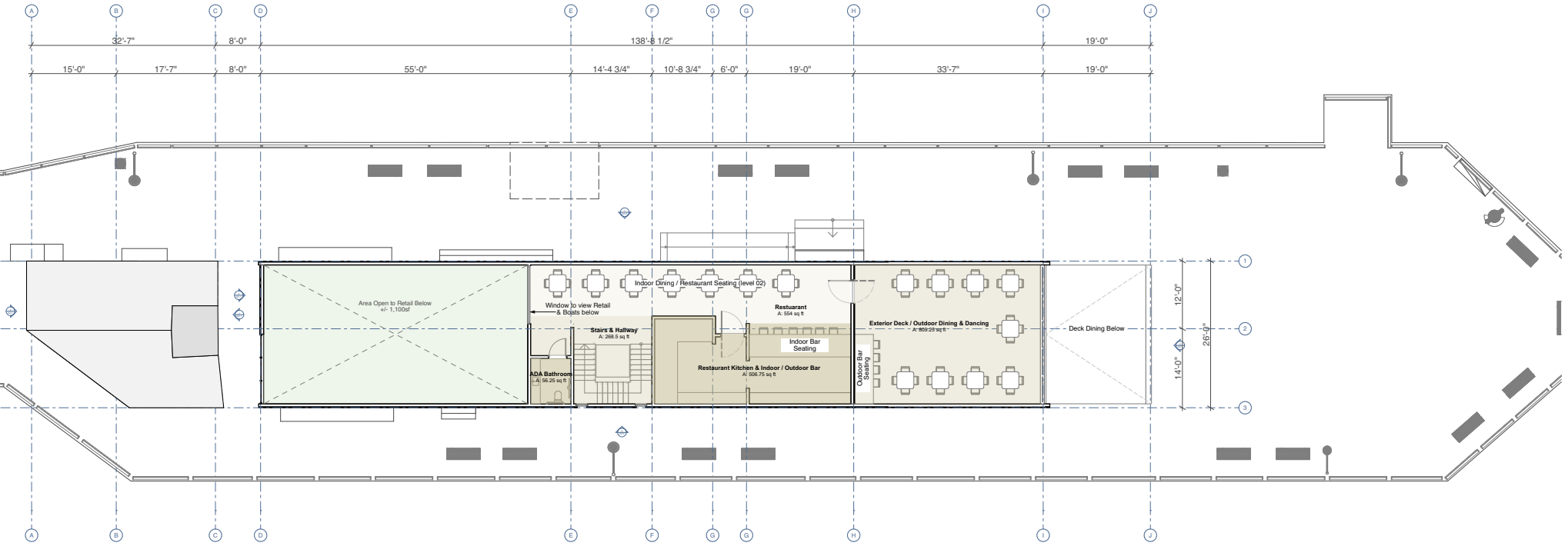


1 SITE PLAN SECTION 07  
SCALE: 1/32" = 1'-0"

ABBREVIATION LEGEND:

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





**1 PROPOSED SECOND FLOOR**  
SCALE: 1/8" = 1'-0"

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
**INCLUDED FEATURES WITHIN SELECTED OPTION(S):**

- 1. FISHING CONCESSION
- 2. RENTAL BOAT STORAGE & BOAT REPAIR
- 3. FLEXIBLE OPEN AIR RESTAURANT / MARKET / BAR (HYBRID OF OPTION 6 & 7)
- 4. WIDE BENCHES & PLANTERS (ENHANCED PUBLIC SPACE)
- 5. LIFEGUARD STATION WITH PERSON RESCUE WATERCRAFT (PRWC / JETSKI)
- 6. ADDITIONAL RESTROOM

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
**SQUARE FOOTAGES & OVERALL COST ESTIMATES**

**TOTAL ESTIMATED COSTS: \$5.8m - \$6.2m**

ENHANCED PUBLIC SPACE / Estimated Area & Cost: (+/-)10,000sf / \$150k

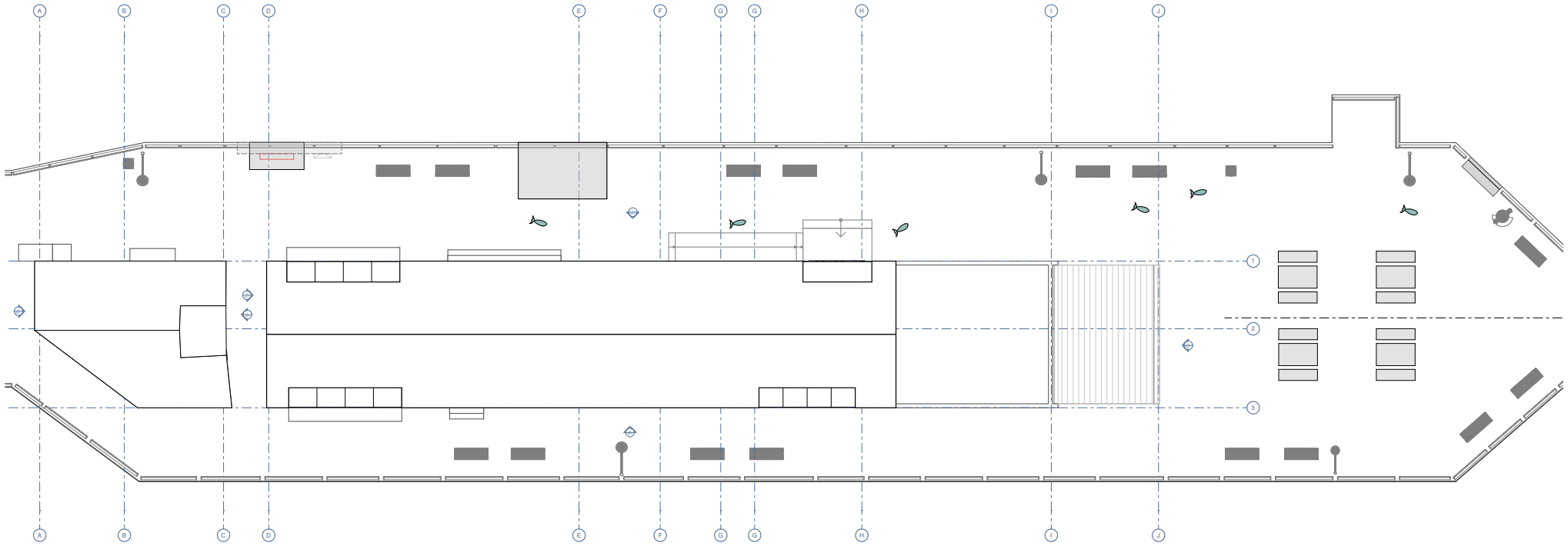
PUBLIC RESTROOM (TWO STALL) / Estimated Area & Cost: (+/-)230sf / \$600k

LIFEGUARD STATION / LOOKOUT / Estimated Area & Cost: (+/-)500sf / \$200k

PERMANENT BOAT STORAGE & FISHING CONCESSION / Estimated Area & Cost: (+/-)1,200sf / \$1.2m

FLEXIBLE OPEN AIR FULL RESTAURANT / MARKET / BAR & ROOFTOP DANCING  
(HYBRID OF OPTION 6 & 7 / LEV01+LEV02) / Estimated Area & Cost: (+/-)4,800sf / \$3.3m

[ Please note: Any Necessary Wharf Engineering & Further Design Costs: TBD. ]



**1** PROPOSED ROOF PLAN  
 SCALE: 1/8" = 1'-0"

KEYNOTES	FINISH LEGEND	LEGEND	SHEET NOTES
----------	---------------	--------	-------------

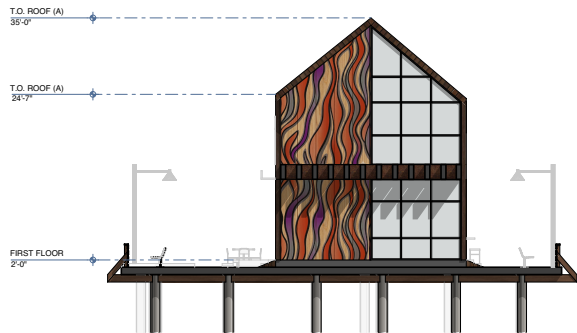


2 PROPOSED SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"

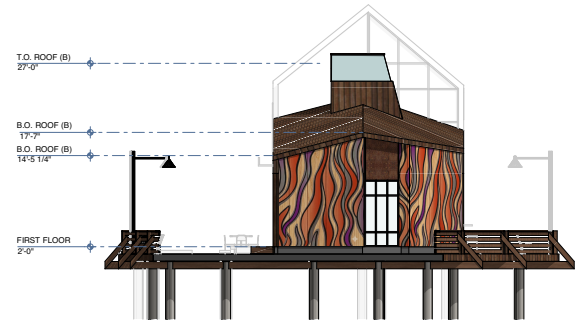


1 PROPOSED NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

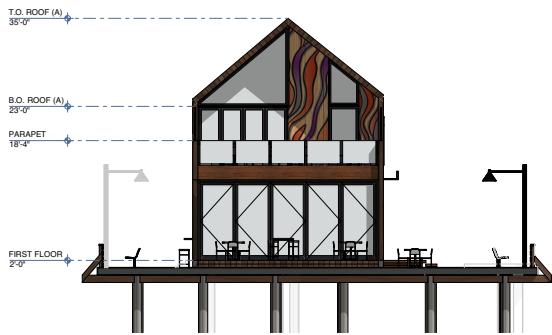
KEYNOTES	FINISH LEGEND	LEGEND	SHEET NOTES
----------	---------------	--------	-------------



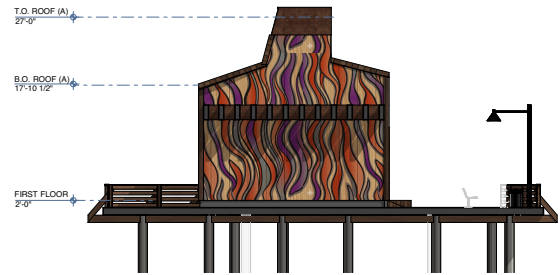
4 PROPOSED WEST ELEVATION - A  
SCALE: 1/8" = 1'-0"



2 PROPOSED WEST ELEVATION - B  
SCALE: 1/8" = 1'-0"

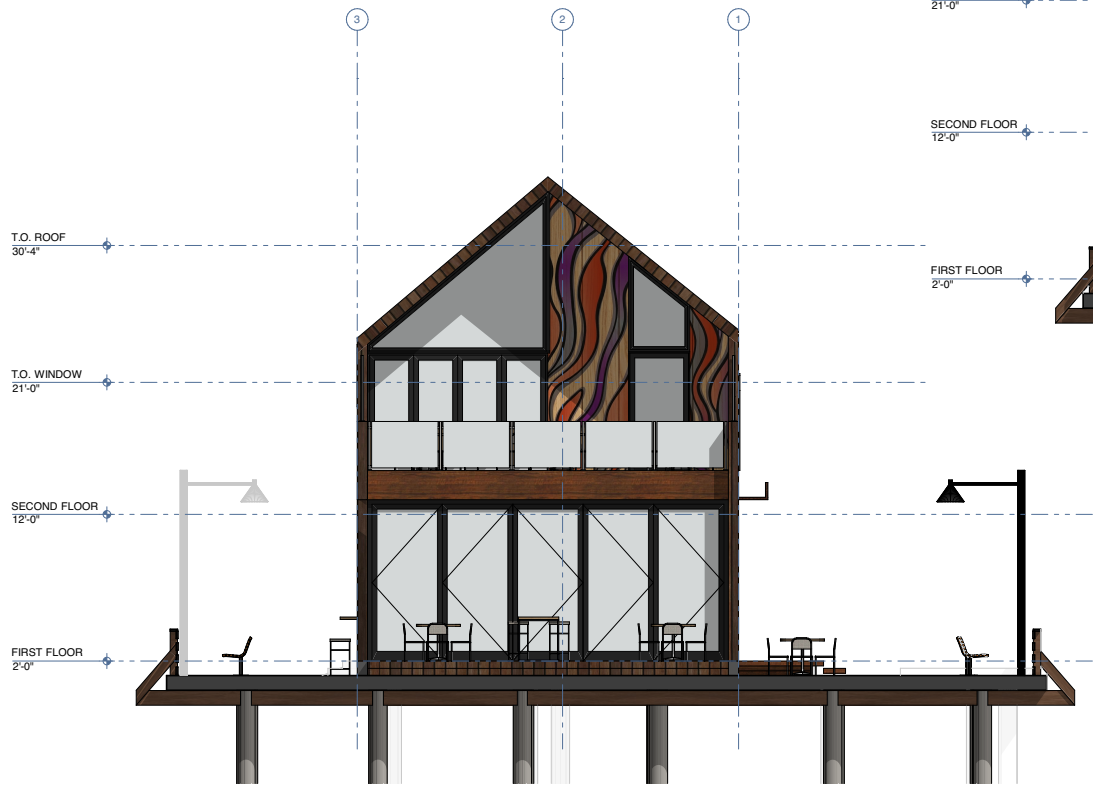


3 PROPOSED EAST ELEVATION - A  
SCALE: 1/8" = 1'-0"



1 PROPOSED EAST ELEVATION - B  
SCALE: 1/8" = 1'-0"

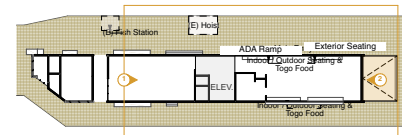
KEYNOTES	FINISH LEGEND	LEGEND	SHEET NOTES
----------	---------------	--------	-------------



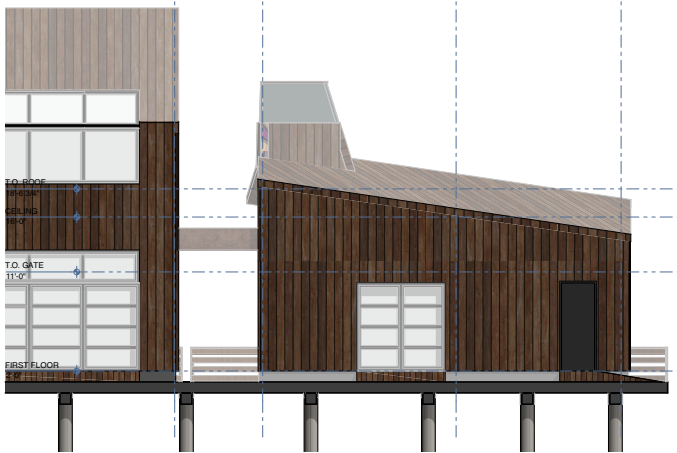
2 PROPOSED EAST ELEVATION - A  
SCALE: 3/16" = 1'-0"



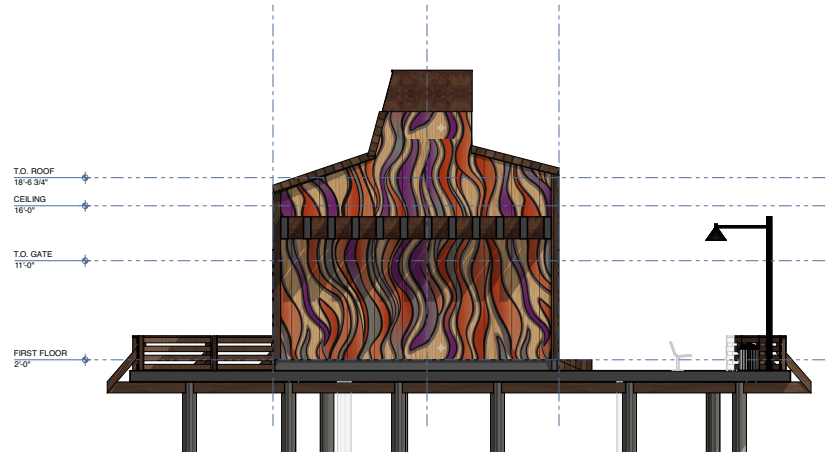
1 PROPOSED WEST ELEVATION - A  
SCALE: 3/16" = 1'-0"



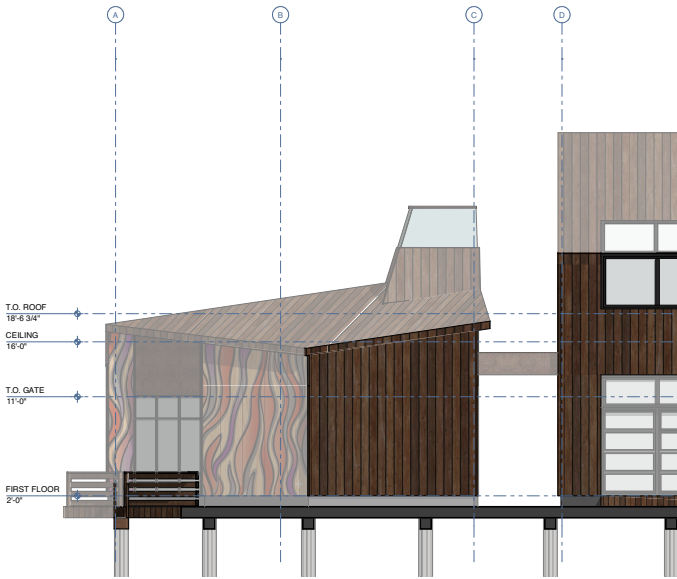
3 KEY PLAN FIRST FLOOR  
SCALE: 1/32" = 1'-0"



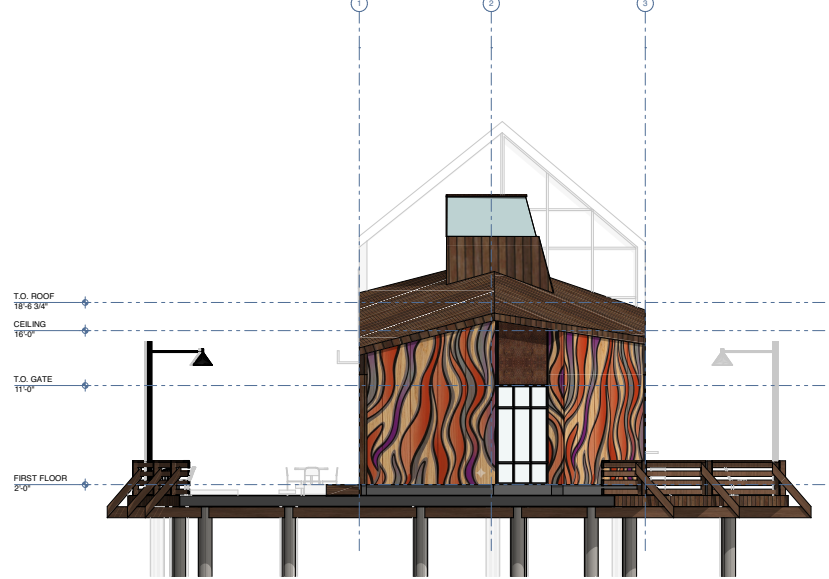
4 PROPOSED NORTH ELEVATION - B  
SCALE: 3/16" = 1'-0"



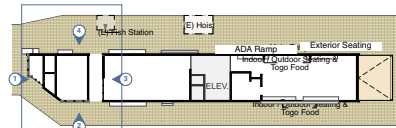
3 PROPOSED EAST ELEVATION - B  
SCALE: 3/16" = 1'-0"



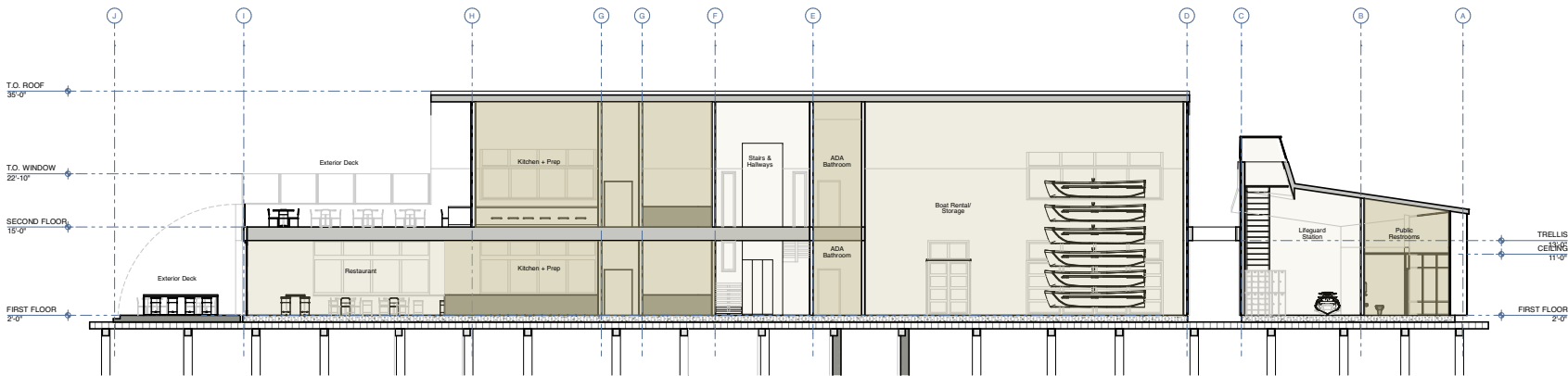
2 PROPOSED SOUTH ELEVATION - B  
SCALE: 3/16" = 1'-0"



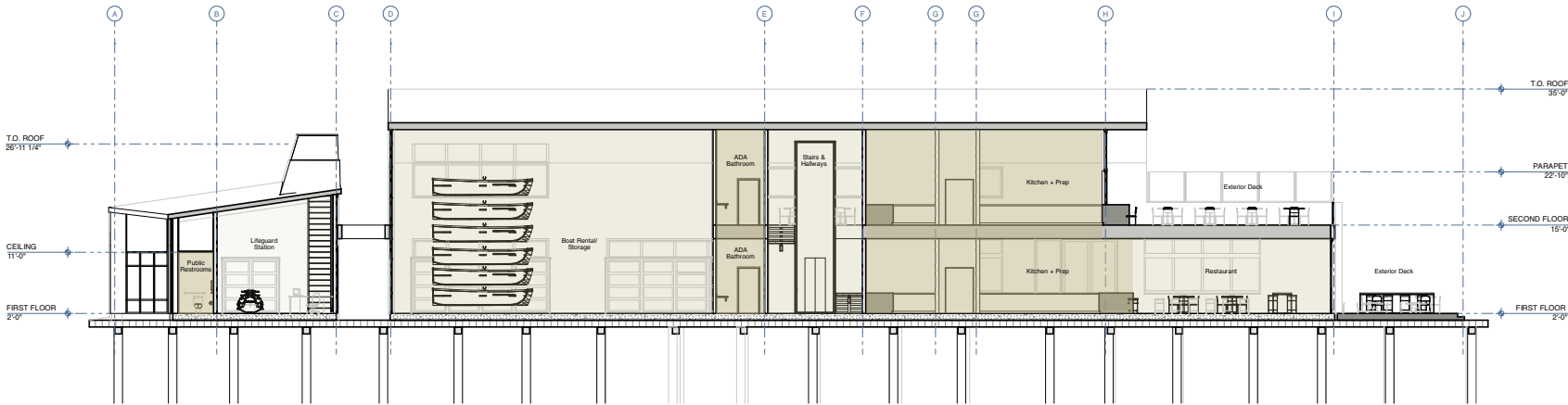
1 PROPOSED WEST ELEVATION - B  
SCALE: 3/16" = 1'-0"



5 KEY PLAN FIRST FLOOR  
SCALE: 1/32" = 1'-0"

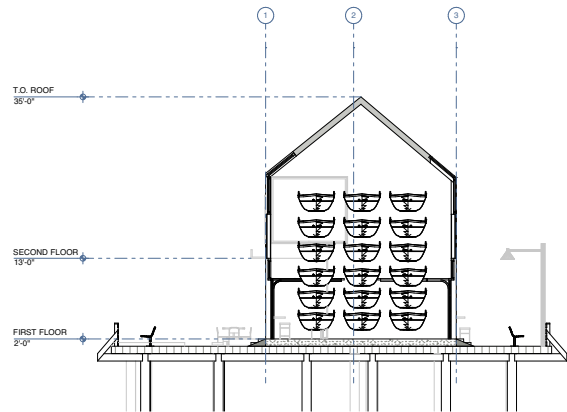


**2** BUILDING SECTION - LONGITUDINAL  
SCALE: 1/8" = 1'-0"

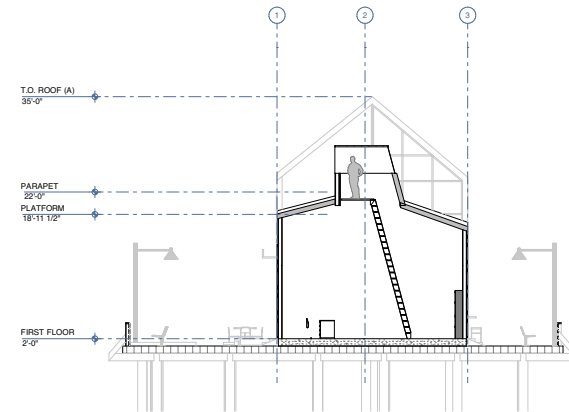


**1** BUILDING SECTION - LONGITUDINAL  
SCALE: 1/8" = 1'-0"

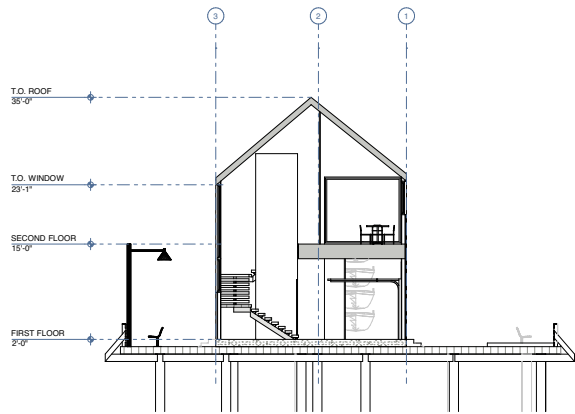
KEYNOTES	FINISH LEGEND	LEGEND	SHEET NOTES
----------	---------------	--------	-------------



3 BUILDING SECTION - TRANSVERSE  
SCALE: 1/8" = 1'-0"



2 BUILDING SECTION - TRANSVERSE  
SCALE: 1/8" = 1'-0"



1 BUILDING SECTION - TRANSVERSE  
SCALE: 1/8" = 1'-0"



4 BUILDING SECTION - TRANSVERSE  
SCALE: 1/8" = 1'-0"

**CITY OF CAPITOLA CITY COUNCIL****RESOLUTION NO. XXXX****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPITOLA ADOPTING THE CAPITOLA WHARF MASTER PLAN**

**WHEREAS**, the Capitola Wharf is a vital public asset that supports coastal access, recreation, commercial activity, and community identity; and

**WHEREAS**, in 2024, the City completed the Wharf Resiliency and Public Access Project, which addressed critical infrastructure needs including structural improvements and public amenities; and

**WHEREAS**, severe storm events in December 2023 caused significant damage to Wharf structures, necessitating their removal and prompting the need for a long-term vision for the Wharf; and

**WHEREAS**, in February 2024, the City Council directed staff to initiate preparation of a Wharf Master Plan to guide future improvements, uses, and investment; and

**WHEREAS**, the City retained Fuse Architecture to assist with community outreach, planning, and conceptual design services; and

**WHEREAS**, the City conducted extensive public outreach, including a community survey with over 1,000 participants, stakeholder meetings, and a public workshop, to inform development of Wharf concepts; and

**WHEREAS**, on June 26, 2024, the City Council reviewed public input and directed staff to proceed with a hybrid concept combining elements of a restaurant and fishing concession within one structure and creating a separate structure for public bathrooms and lifeguard rescue equipment storage; and

**WHEREAS**, the resulting Wharf Master Plan reflects this direction and establishes a cohesive vision that balances public access, recreation, economic vitality, public safety, and long-term resilience; and

**WHEREAS**, the Wharf Master Plan concept includes a single marketplace structure integrating a restaurant use and a fishing concession; new public amenities including public restrooms and a lifeguard station with marine rescue watercraft (jet ski) storage; and retention of existing Wharf features, including approximately 40 benches, 4 picnic tables, 4 viewing stations, 1 fish cleaning station, 3-stall restroom near the Wharf entrance, 10 bike racks, 1 boat hoist, and buoys; and

**WHEREAS**, the Wharf Master Plan is intended to guide future implementation, including potential public/private partnerships and issuance of a Request for Proposals (RFP) for development and operation of Wharf commercial uses; and

**WHEREAS**, adoption of the Wharf Master Plan does not constitute project approval but provides policy direction for future actions, which will be subject to environmental review

pursuant to the California Environmental Quality Act (CEQA) and applicable coastal permitting requirements.

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

The Capitola Wharf Master Plan is hereby adopted as a guiding policy document for the future development, use, and improvement of the Capitola Wharf.

The Wharf Master Plan shall serve as the basis for:

- Preparation and issuance of a Request for Proposals (RFP) for a private entity to design, construct, and operate the marketplace;
- Evaluation of potential public/private partnership opportunities; and
- Future design development, permitting, and environmental review.

The City Council directs staff to proceed with implementation actions consistent with the Wharf Master Plan, including development of an RFP for consideration by the City Council.

Adoption of this Resolution does not approve any specific development project and does not commit the City to any funding or contractual obligations. All future actions shall be subject to separate City Council review and approval.

**I HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the City Council of the City of Capitola on the 23<sup>rd</sup> day of April, 2026, by the following vote:

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

---

Margaux Morgan, Mayor

ATTEST:

---

Julia Gautho, City Clerk

# City of Capitola



## **Request for Proposal Capitola Wharf Marketplace Project**

Issue Date: April 27, 2026  
Proposal Deadline: June 30, 2026

City of Capitola  
Community and Economic Development Department  
420 Capitola Ave.  
Capitola, CA 95010

# Table of Contents

INTRODUCTION AND INVITATION .....3

BACKGROUND .....3

SCOPE OF PROJECT .....5

PROPOSAL REQUIREMENTS.....6

EVALUATION OF PROPOSALS AND NEGOTIATIONS .....7

CONDITIONS AND STIPULATIONS.....7

CONTACTS .....8

SUBMISSION INFORMATION .....8

## INTRODUCTION AND INVITATION

The City of Capitola (“City”) invites qualified development teams (“Proposers”) to submit proposals to design, finance, construct, operate, and maintain a marketplace development on the Capitola Wharf consistent with the adopted Capitola Wharf Master Plan.

This project will be delivered through a public/private partnership, under which the selected Proposer will enter into a long-term lease with the City and assume primary responsibility for project implementation.

All proposals must be submitted to the Community and Economic Development Department at 420 Capitola Ave, Capitola, CA 95010 by 5:00 P.M. on Tuesday, June 30, 2026.

Questions concerning this RFP must be made via email per the schedule outlined below.

Responses to all submitted questions will be posted at <https://www.cityofcapitola.org/rfps>.

Issue date: Monday, April 27, 2026  
Questions due: Monday, June 15, 2026  
Submittals due: Tuesday, June 30, 2026 at 5 pm

Inquiries/submissions to: Katie Herlihy  
Community and Economic Development Director  
City of Capitola  
420 Capitola Avenue, Capitola, CA 95010  
kherlihy@ci.capitola.ca.us  
(831) 475-7300

All proposals must be delivered to the address provided above on or before the submission deadline. Proposals submitted late, or via oral, telephonic, telegraphic, or facsimile methods will not be considered or accepted.

The City will administer the proposal process in accordance with the terms and dates outlined in this RFP; however, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing firms in association with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff and City Council approvals.

## BACKGROUND

The City of Capitola is a small coastal community located in Santa Cruz County that occupies approximately two square miles and serves a population of about 10,000. Located on the northern edge of Monterey Bay, approximately 35 miles north of Monterey and 75 miles south of San Francisco, Capitola enjoys a rich history and offers residents diverse recreational opportunities. Capitola Village is located along a sandy beach with expansive views of Monterey Bay and is home to numerous craft

galleries, boutiques, and restaurants.

Stretching into the Monterey Bay, the Capitola Wharf serves as a vibrant destination that draws both residents and visitors with its unique blend of coastal charm and activity. The Wharf offers opportunities for fishing, boating, and strolling, all set against panoramic ocean views and the colorful backdrop of Capitola Village. For locals, it functions as a familiar gathering place and everyday amenity, while for tourists, it provides an iconic seaside experience that captures the character of the Central Coast. Its accessibility, scenic setting, and mix of uses make the Wharf a central hub of community life and a key contributor to Capitola's identity as a welcoming coastal destination.

Capitola's Coastal Land Use Plan Policy II-8 calls for the Wharf to remain as a free access public fishing pier with low intensity facilities that provide complementing public services including food service facilities, fishing and boating accessory shop, maintenance and repair operations, water taxi service, and public restrooms.

Prior to 2023 storms, the Wharf was home to the Wharf House restaurant situated at the end of the Wharf and had long been a staple dining destination for the community and visitors. Known for its casual, family-friendly atmosphere, the restaurant offered classic seafood dishes alongside sweeping ocean views from nearly every table and entertainment and dancing throughout the summer.

Severe storms in December 2023 caused substantial damage to Wharf structures, resulting in their removal. In February 2024, the City Council authorized demolition of the damaged buildings and directed staff to initiate a long-term planning effort for the Wharf (Wharf Master Plan).

In 2024, the Wharf Resiliency and Public Access Project was completed. The Project addressed critical infrastructure needs, including widening the Wharf, replacing failing pilings and decking, and constructing new restroom facilities. Thanks to the generous community contributions, visitors can also enjoy new seating areas, picnic tables, ADA-compliant viewing stations, bike racks, fish-cleaning station, water fountain, and public art installations. The upgraded gate and entryway greet guests with an inviting atmosphere, while the new lighting down the wharf provides opportunities for evening strolls.

The City retained Fuse Architecture to assist with outreach, planning, and conceptual design. In spring 2024, seven concepts for the Wharf were developed and presented to the public, stakeholders, and City Council. Public outreach included a survey with over 1,000 participants, a community meeting, and engagement with local boards, commissions, and stakeholder groups.

At its meeting on June 26, 2024, the City Council reviewed public input and directed staff to proceed with a hybrid approach, combining elements of Option 6 (Fishing Concession and Flexible Market Space) and Option 7 (Permanent Structures including a Restaurant and Fishing Concession).

On April 23, 2026, the City Council adopted the Wharf Master Plan, which is a conceptual design intended to balance public access, economic vitality, and long-term resilience of the Wharf, while remaining responsive to the strong community preference for permanent, year-round uses (Attachment 1).

The Wharf Masterplan concept includes:

- A single two-story marketplace design that allows for the integration of restaurant, market, bar,

and fishing concession within a single structure.

- New public amenities include a detached building with two public bathrooms and a lifeguard station with a marine rescue watercraft storage area and lookout area.
- Retains existing benches (40), picnic tables (4), viewing stations (4), fish cleaning station (1), bathrooms near entrance (3 stall), bike racks (10), boat hoist (1), and buoys.

The Wharf Masterplan is a conceptual design intended to:

- Illustrate the scale, layout, and mix of uses within the marketplace
- Establish a baseline program for potential operators and investors

## SCOPE OF PROJECT

Implementation of this single marketplace concept will require a public/private partnership. The City is seeking a private entity who would be responsible for financing, constructing, and operating the Capitola Wharf Marketplace, while leasing the area on the Wharf from the City.

The core project is development of a single integrated marketplace on the Capitola Wharf which includes a restaurant use as the anchor tenant and a fishing concession.

**Restaurant.** The wharf masterplan envisions a 4,800 sf full-service restaurant with dining area, commercial kitchen, bar, and entertainment area. The restaurant will operate year-round. Required hours of operation shall be negotiated with the City at time lease. The City anticipates minimum summer hours (Memorial Day through Labor Day) of 10:00 am – 8:00 pm daily. Winter hours may be reduced.

**Fishing concession.** The Wharf Master Plan envisions a 1,200 sf fishing concession within the marketplace which includes a bait and tackle shop, boat rentals, sales and repairs, boat hoist operations, water taxi service to and from moored boats. Up to 50 moorings will be managed by the fishing concession located within the 1,000 foot by 1,000 foot area adjacent to the wharf from May 1 through September 30 of each calendar year. This project will follow a Design–Finance–Build–Operate–Maintain–Lease (DFBOM-L) structure. The selected Proposer will:

1. Design: Advance project design beyond conceptual level
2. Finance: Fully fund all commercial improvements
3. Build: Construct improvements at Proposer’s sole cost
4. Operate: Manage all commercial uses
5. Maintain: Maintain leased premises and improvements
6. Lease: Enter into long-term lease with the City

The Capitola Wharf Master Plan establishes a conceptual framework only. The Master Plan does not approve a final architectural design. All proposed development is subject to:

- City Council approval
- Planning Commission review and approval of Design Permit, Coastal Development Permit, and Conditional Use Permit

As part of the implementation of the Capitola Wharf Master Plan, the City plans to develop a new lifeguard station and two public bathrooms at the head of the wharf. Proposals to integrate these facilities into the marketplace structure will be considered.

## PROPOSAL REQUIREMENTS

In your proposal please provide the following:

- A. Coverletter. Shall be signed by an official authorized to bind the proposer and shall contain a statement indicating that the proposal is valid for ninety days.
- B. Project Understanding. Present your understanding of the project and the general approach to be used. Proposers shall provide description of a comprehensive development concept that clearly articulates the overall vision for the project. Proposers shall describe all proposed uses, which at a minimum include a restaurant, fishing concession, and any ancillary retail or visitor-serving components. Submittals must also demonstrate how the required program elements are fully integrated into a cohesive and functional design that supports public access, coastal conditions, and operational efficiency. Proposer is encouraged to include examples of other projects representative of their vision.
- C. Financial Proposal. Proposers shall submit a detailed financial proposal outlining the feasibility of the project. This shall include a complete development budget identifying all hard and soft costs, as well as a sources and uses table identifying all anticipated funding sources. Proposers must clearly state the proposed Minimum Annual Guarantee (MAG) and percentage rent structure, including any tiered rent approach. A 10-year pro forma shall be provided, detailing projected revenues, operating expenses, and net operating income, along with key assumptions.
- D. Team Qualifications. Proposers shall identify all key members of the development team and describe their relevant experience. This shall include the developer, operator, and design team, with an emphasis on prior experience with similar commercial, waterfront, or complex projects. Submittals should highlight qualifications in restaurant and retail operations, fishing concessions, coastal development, and public/private partnership delivery. Roles and responsibilities of each team member shall be clearly defined.
- E. Operations Plan. Proposers shall provide a detailed operations plan describing how the project will function on a day-to-day basis. This shall include proposed hours of operation, staffing approach, and management structure. Proposers must describe how public access will be maintained and enhanced, including coordination with public amenities on the wharf. A maintenance plan shall be included that addresses ongoing upkeep of the facility, cleanliness, safety, and responsiveness to coastal conditions.
- F. Project Schedule. Proposers shall include a realistic project schedule identifying key milestones from project initiation through completion. This shall include an entitlement timeline outlining anticipated permitting and approval processes, including Coastal Development Permit and CEQA review. The schedule shall also include a construction timeline with major phases, duration estimates, and anticipated project completion.
- G. Coastal and Community Compatibility. Proposals shall demonstrate consistency with Coastal Act visitor-serving policies by prioritizing public access and coastal-dependent or coastal-related uses. Proposers shall also describe how the project design and operations are compatible with the character of Capitola Village, including scale, aesthetics, and integration with the surrounding

waterfront environment. Consideration of views, public use, and the overall visitor experience should be clearly addressed.

## EVALUATION OF PROPOSALS AND NEGOTIATIONS

A selection panel will be convened of City staff, which will include Community and Economic Development, Public Works, and possibly other departments. The evaluation will consider the submitted proposal requirements. At the completion of the proposal review, the panel may elect to invite the top scoring proposers to make a presentation at no cost to the City. Based on the presentation and proposal, the panel will select the proposal that best aligns with the City’s vision for the long-term success of the Wharf.

Minimum Qualifications. Proposers must demonstrate:

1. Development Experience. At least one comparable project involving:
  - a. Commercial development
  - b. Coastal, waterfront, or structurally complex site (preferred)
  - c. Operational Experience
2. Minimum 5 years experience operating:
  - a. Restaurant and/or food service
  - b. Retail or marketplace environments
  - c. Marine fishing concessions
3. Financial Capacity
  - a. Demonstrated ability to finance the project
  - b. Access to equity and/or committed financing

## CONDITIONS AND STIPULATIONS

The City reserves the right to reject any and all proposals, cancel all or part of this RFP, and waive any non-material irregularities or informalities and to request additional information and clarification.

The City reserves the right to reject any proposal for any reason. The proposal should be the best effort possible, since the City reserves the right to award the contract with no further negotiations. Conversely, the City reserves the right to negotiate with the successful proposer any additional terms and conditions not contained in their proposal, which are in the best interest of the City or to otherwise revise the scope of this RFP. All proposals, whether accepted or rejected, shall become the property of the City of Capitola. All proposals received become public records. The City’s decision to award a contract will be based on many factors including, but not limited, to service, cost, experience, and ability to deliver, or for any other reason deemed by the selection committee to be in the best interest of the City. No single factor, such as cost, will determine the final decision to award a contract.

## ESTIMATED TIMELINE (Dates are subject to change)

- |   |                                |
|---|--------------------------------|
| • Distribution of RFP:                    | Monday, April 27, 2026         |
| • Questions due:                          | Monday, June 15, 2026          |
| • Submittals due:                         | Tuesday, June 30, 2026 at 5 pm |
| • Initial Selection                       | Week of July 13, 2026          |
| • Follow up interviews                    | Week of July 20, 2026          |
| • Present Recommendations to City Council | Thursday, August 27, 2026      |

**CONTACTS**

For questions regarding the scope of proposal or the proposal process, please submit questions through email only to:

Katie Herlihy  
 Community and Economic Development Director  
 City of Capitola  
 420 Capitola Avenue, Capitola, CA 95010  
 kherlihy@ci.capitola.ca.us  
 (831) 475-7300

**SUBMISSION INFORMATION**

Proposals must be submitted to:

**City of Capitola**  
**Community and Economic Development**  
**Attention: Katie Herlihy**  
**420 Capitola Ave**  
**Capitola, CA 95010**

All proposals must be delivered no later than **5:00 p.m. on June 30, 2026.**

## ATTACHMENTS

Attachment A: Capitola Wharf Masterplan

Attachment B: Standard City Professional Services Agreement – Insurance and Indemnifications

Thank you for your interest in working with the City of Capitola for this service. We look forward to receiving your proposal.



# Capitola Wharf Masterplan





# Project Background

**February 2024** Initiate short- and long-term plans for Wharf

**Summer 2024** Implemented short-term plan, funded long-term plan

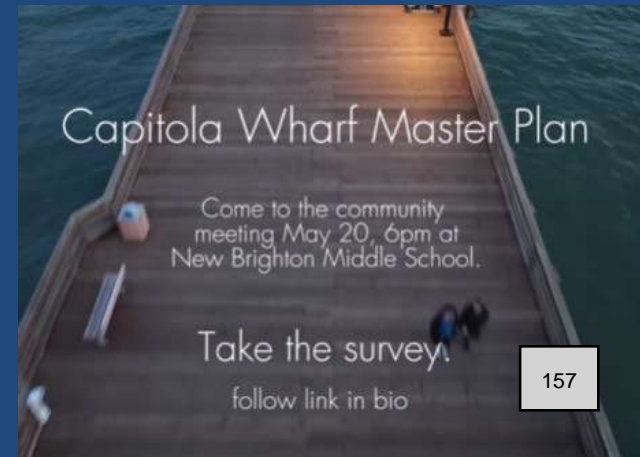
**Fall 2024** Contract with Fuse for long-term plan

**March 13, 2025** City Council review concepts for long-term plan  
Direction to proceed with 7 concepts.

**May 2025** Month of Public Outreach

- Stakeholder Groups
- Survey
- Community Meeting

**June 2025** Proceed with Hybrid Options 6 & 7





# Project Background

1. Community Meeting and Survey findings in alignment
2. Options 6 and Option 7 – Greatest support
3. Attendees Emphasized:
  - Balance function, character, and public benefit
  - Improve public access
  - Resilient infrastructure
  - Support local vendors
  - Preservation of Wharf's historic identity and fishing.
4. More in-depth design suggestions regarding tables, benches, murals, public art, history, architecture, etc.
5. Support for bathroom, fishing, and lifeguard station.

# OPTION 06 | FISHING CONCESSION & FLEXIBLE MARKETSPACE

- A.** Fishing Concession & Enclosed Rental Boat Storage & Boat Repair
- B.** Flexible Open Air Market (1e: Fish Market, Food & Beverage)
- C.** New Stage (1) & New Wide Benches (2) & Planters (2)
- D.** Lifeguard Station With Marine Rescue Water Craft Storage (Jetski)
- E.** Additional Public Restroom
- F.** Keep Existing Benches (40), Picnic Tables (4), Viewing Stations (4), Fish Cleaning Station (1), Bathrooms Near Entrance (3 Stall), Bike rack (10), Boat Hoist & Bouys

**TOTAL ESTIMATE: 2.5M - 3.2M**

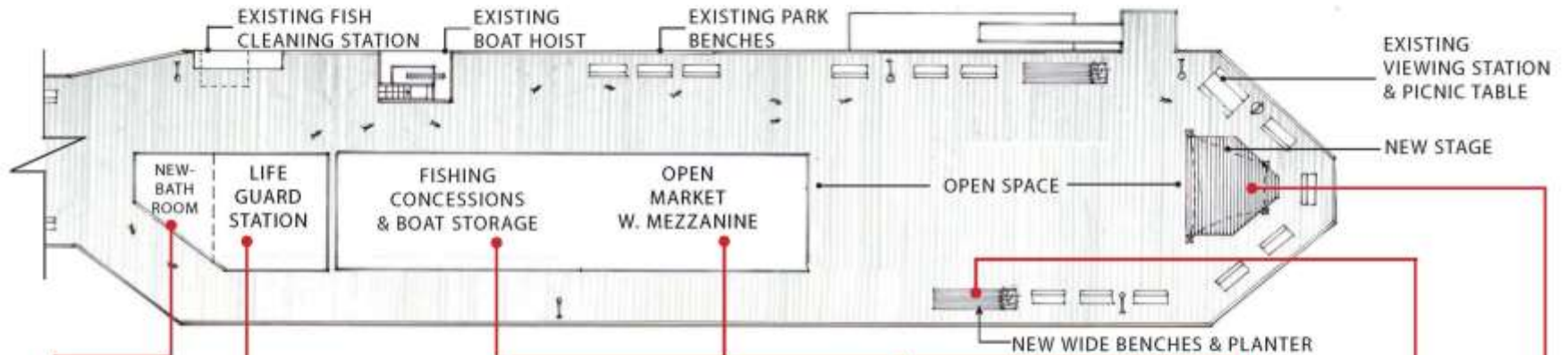
Enhanced Public Space / Park: (+/-) \$150k

Public Restroom: (+/-) \$600k

Marine Rescue Watercraft Storage (Jetski): (+/-) \$200k

Indoor Market Space / Food + Fish Concession: (+/-) 1.2m

Any Necessary Engineering: T.b.d.



PUBLIC BATHROOM



LIFEGUARD STATION



FLEXIBLE MARKET SPACE: FISHING CONCESSION / FOOD & BEVERAGE SERVICES



WIDE BENCHES



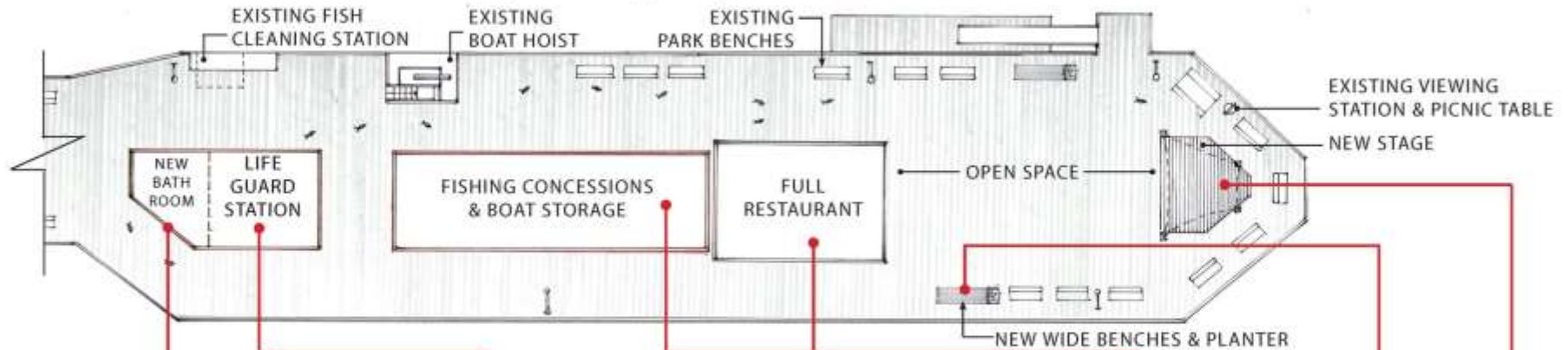
STAGE

# OPTION 07 | PERMANENT STRUCTURE

- A.** Fishing Concession & Enlosed Rental Boat Storage & Boat Repair, Mooring Buoys, Dingy Service & Boat Hoist
- B.** Full Restaurant
- C.** Lifeguard Station With Marine Rescue Water Craft Storage (Jetski)
- D.** New Stage (1)
- E.** Additional Public Restroom
- F.** Keep Existing Benches (40), Picnic Tables (4), Viewing Stations (4) , Fish Cleaning Station (1), Bathrooms Near Entrance (3 Stall) & Bike rack (10), Boat Hoist (1) & Bouys

**TOTAL ESTIMATE: 5.5M - 6.2M**

- Enhanced Public Space / Park: (+/-) \$250k
- Public Restroom: (+/-) \$600k
- Marine Rescue Watercraft Storage (Jetski): (+/-) \$200k
- Permanent Boat Storage & Fishing Concession: (+/-) \$1.2k
- Permanent Restaurant: (+/-) \$3.3m
- Any Necessary Engineering: T.b.d.



PUBLIC BATHROOM



LIFEGUARD STATION



ENCLOSED RENTAL BOAT STORAGE



FULL RESTAURANT



PLANTERS & BENCHES



STAGE



# Core Project

Single integrated marketplace on the Wharf

- Restaurant
  - Full Service, Year-Round Operations
  - Entertainment
  - ~ 4,800sf
- Fishing concession
  - Bait & tackle
  - Boat rental, hoist, & water taxi
  - Manage up to 50 moorings (seasonal)
  - ~1,200 sq ft
- New Public Restrooms
- Lifeguard Station / Marine Rescue Watercraft Storage



# Request for Proposals

1. Public/private partnership to design, build, finance, operate, and lease
2. Long-term ground lease
3. Marketplace with restaurant and fishing concessions
4. Master Plan is conceptual only. Project subject to City approvals and permits.
5. Developer Responsibilities:
  - a. Full project funding, construction, operations, and maintenance.
  - b. Secure all permits and approvals.
  - c. Assume all development and entitlement risk.
6. Financial Terms:
  - a. Base rent + percentage rent required.
  - b. Preference for tiered lease structure.
7. Qualifications:
  - a. a. Experience in commercial/waterfront development and operations.
  - b. Ability to finance project.

# Entitlements & Approvals

Potential future project subject to:

- City Council approval
- Planning Commission permits
- Coastal Development Permit
- CEQA review



# Timeline

- RFP Release: April 27, 2026
- Proposals Due: June 30, 2026
- Council Award Exclusive Negotiating Agreement (ENA), with fixed term: August/Sept, 2026
  - Establishes timelines and approval process for: designs, permits, and lease negotiations
- Council Issue Lease: Date TBD



## Staff Recommendation:

Adopt a resolution adopting Wharf Master Plan and direct staff to release a Request for Proposals (RFP) for a qualified private entity to construct and operate marketplace through a lease agreement with City.





## Staff Recommendation:

Adopt a resolution adopting Wharf Master Plan and direct staff to release a Request for Proposals (RFP) for a qualified private entity to construct and operate marketplace through a lease agreement with City.



Bathroom / Lifeguard





SIDE OF WHARF HOUSE & BOAT HOUSE - VIEWED FROM CLIFF / SUNSET





FRONT SIDE OF WHARF HOUSE / SUNSET



AERIAL FRONT SIDE OF WHARF HOUSE - VIEW OF LOWER DINING DECK & UPPER DANCING DECK





'FLIP-UP DECK' FOR BAD WEATHER, WIND & PROJECTILE DEFENSE





REAR SIDE OF WHARF HOUSE & BOAT/BAIT HOUSE / LIFEGUARD STATION & PUBLIC RESTROOMS





REAR OF WHARF BUILDINGS / PUBLIC RESTROOMS & LIFEGUARD STATION





SIDE OF WHARF HOUSE & BOAT/BAIT HOUSE - VIEWED FROM CLIFF / MID-DAY





FRONT SIDE OF WHARF HOUSE / MID-DAY



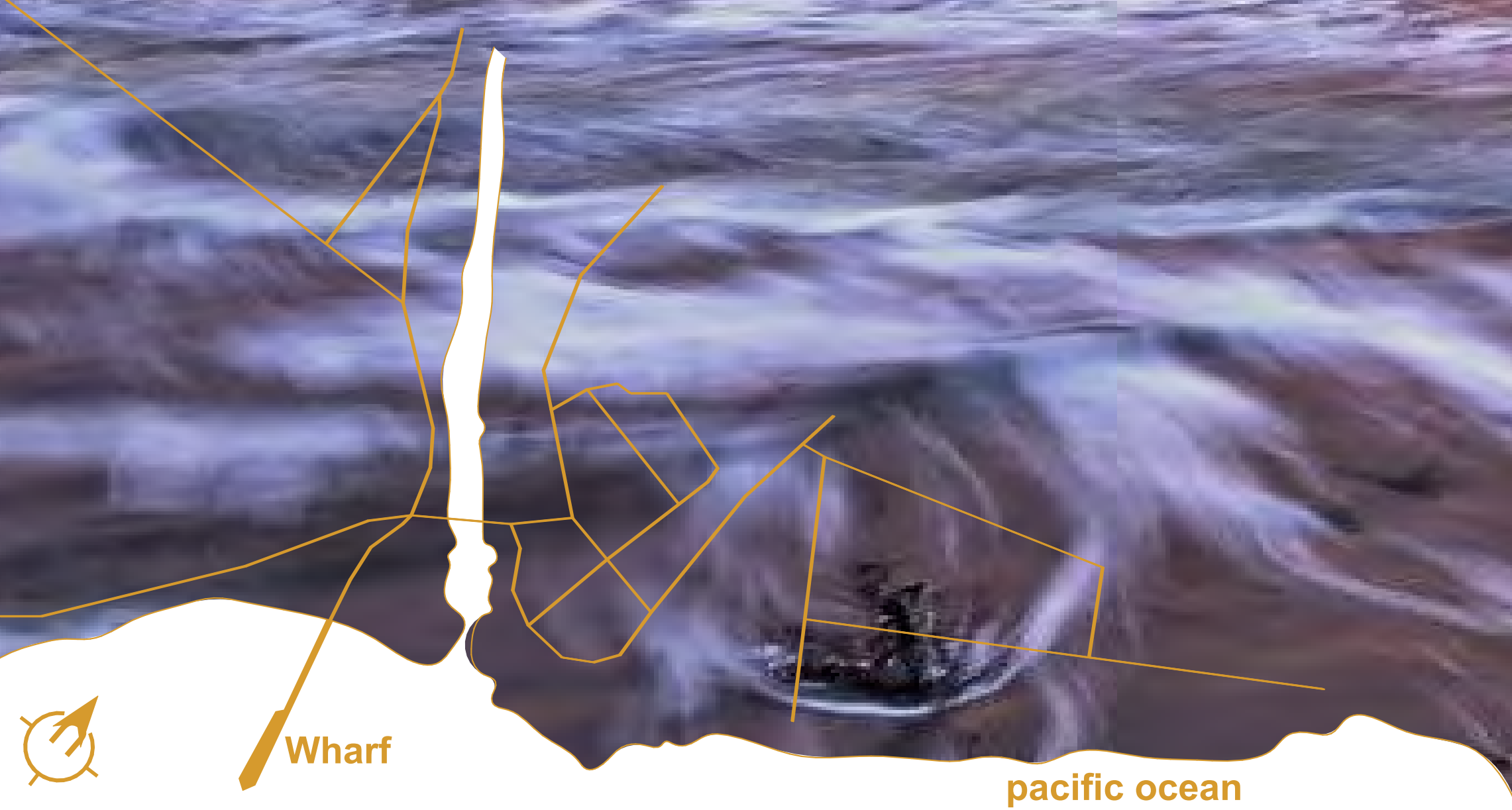


INTERIOR AT THE LEVEL 01 WHARF HOUSE RESTAURANT & EXTERIOR (FLIP UP) DINING DECK



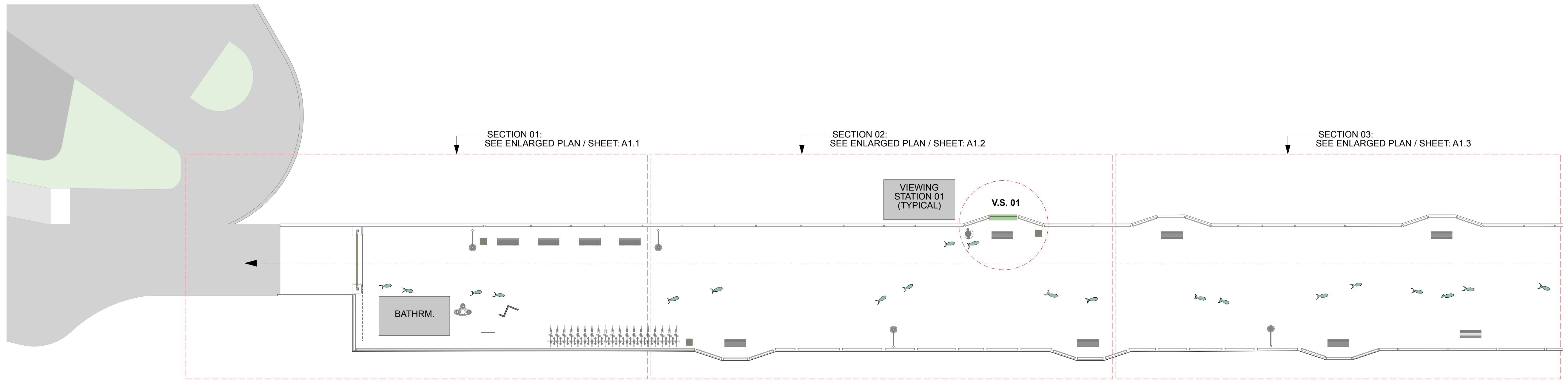
INTERIOR AT THE LEVEL 02 WHARF HOUSE RESTAURANT & EXTERIOR DANCING DECK





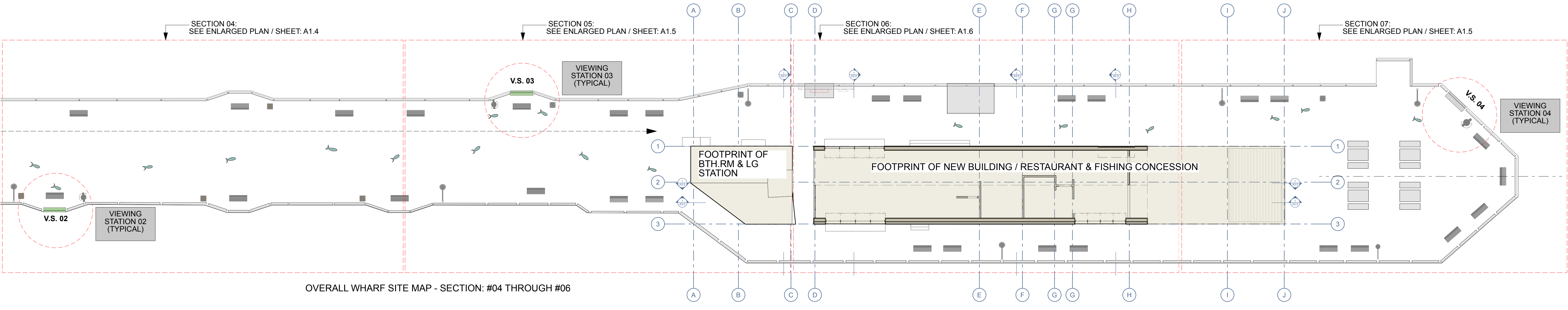
# CAPITOLA WHARF MASTER PLAN

CITY OF CAPITOLA CAPITOLA CALIFORNIA  
CONCEPTUAL MASTER PLAN  
APRIL 15, 2026



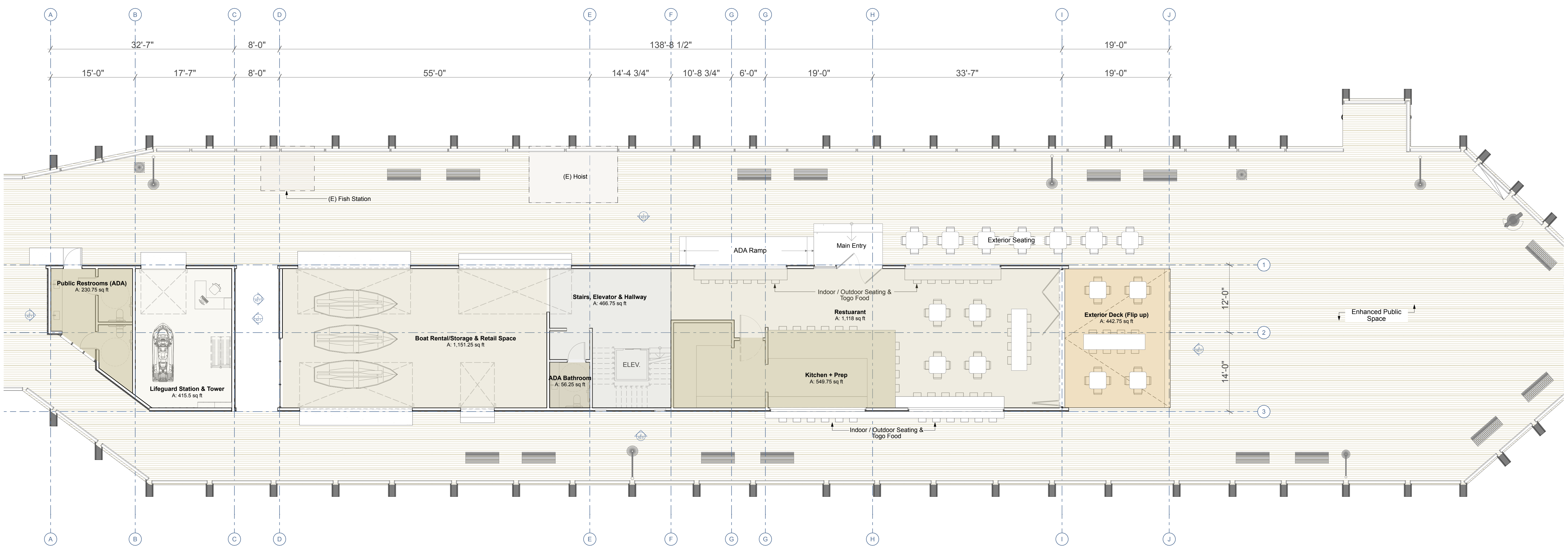
OVERALL WHARF SITE MAP / SECTION #01 THROUGH #03

**2 OVERALL SITE PLAN WHARF**  
SCALE: 1/16" = 1'-0"



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

**3 OVERALL SITE PLAN WHARF**  
SCALE: 1/16" = 1'-0"



**1 PROPOSED FIRST FLOOR**  
SCALE: 1/8" = 1'-0"

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
**INCLUDED FEATURES WITHIN SELECTED OPTION(S):**

1. FISHING CONCESSION
2. RENTAL BOAT STORAGE & BOAT REPAIR
3. FLEXIBLE OPEN AIR RESTAURANT / MARKET / BAR (HYBRID OF OPTION 6 & 7)
4. WIDE BENCHES & PLANTERS (ENHANCED PUBLIC SPACE)
5. LIFEGUARD STATION WITH PERSON RESCUE WATERCRAFT (PRWC / JETSKI)
6. ADDITIONAL RESTROOM

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
**SQUARE FOOTAGES & OVERALL COST ESTIMATES**

**TOTAL ESTIMATED COSTS: \$5.8m - \$6.2m**

ENHANCED PUBLIC SPACE / Estimated Area & Cost: (+/-)10,000sf / \$150k

PUBLIC RESTROOM (TWO STALL) / Estimated Area & Cost: (+/-)230sf / \$600k

LIFEGUARD STATION / LOOKOUT / Estimated Area & Cost: (+/-)500sf / \$200k

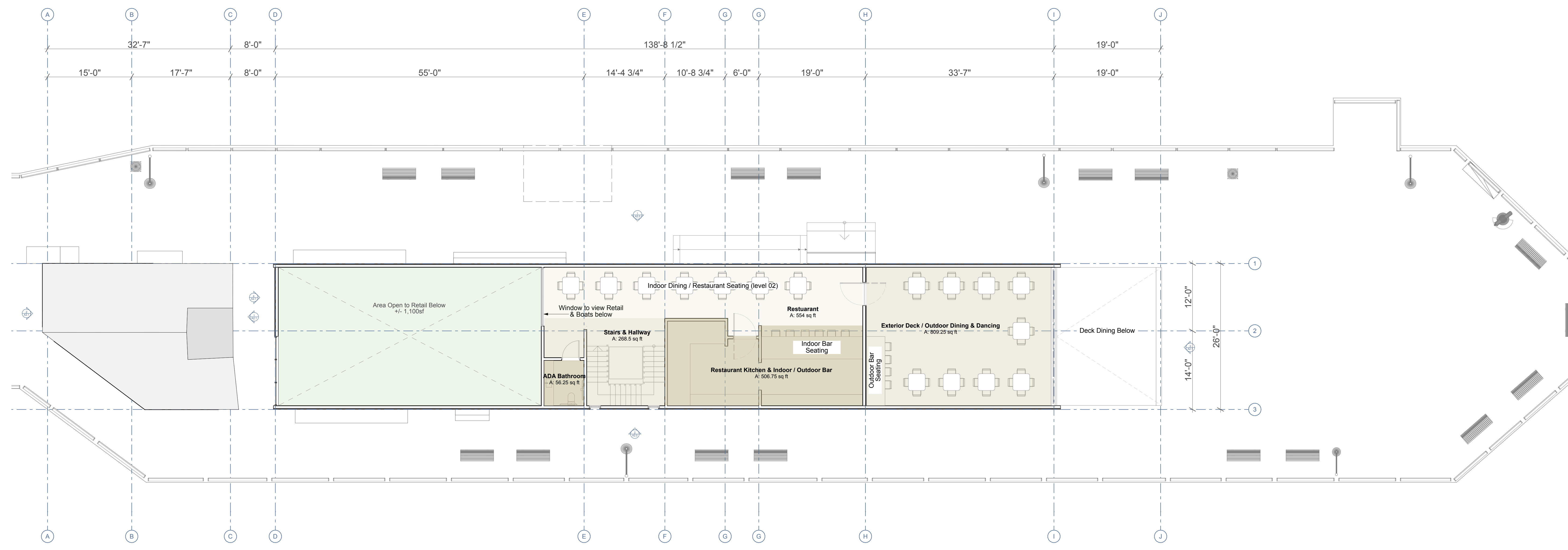
PERMANENT BOAT STORAGE & FISHING CONCESSION / Estimated Area & Cost: (+/-)1,200sf / \$1.2m

FLEXIBLE OPEN AIR FULL RESTAURANT / MARKET / BAR & ROOFTOP DANCING  
(HYBRID OF OPTION 6 & 7 / LEV01+LEV02) / Estimated Area & Cost: (+/-)4,800sf / \$3.3m

The costs above do not include Wharf engineering & fortification for proposed structures.  
Costs above do not reflect 'soft costs' (professional fees prior to construction).

1400 Wharf Rd Capitola CA 95010  
Thursday, April 16, 2026

**CAPITOLA WHARF MASTER PLAN**



**1 PROPOSED SECOND FLOOR**  
 SCALE: 1/8" = 1'-0"

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
**INCLUDED FEATURES WITHIN SELECTED OPTION(S):**

1. FISHING CONCESSION
2. RENTAL BOAT STORAGE & BOAT REPAIR
3. FLEXIBLE OPEN AIR RESTAURANT / MARKET / BAR (HYBRID OF OPTION 6 & 7)
4. WIDE BENCHES & PLANTERS (ENHANCED PUBLIC SPACE)
5. LIFEGUARD STATION WITH PERSON RESCUE WATERCRAFT (PRWC / JETSKI)
6. ADDITIONAL RESTROOM

**HYBRID OF OPTIONS 6 & 7 / FISHING CONCESSION, MARKET SPACE, RESTAURANT & BAR**  
**SQUARE FOOTAGES & OVERALL COST ESTIMATES**

- TOTAL ESTIMATED COSTS: \$5.8m - \$6.2m**
- ENHANCED PUBLIC SPACE / Estimated Area & Cost: (+/-)10,000sf / \$150k
  - PUBLIC RESTROOM (TWO STALL) / Estimated Area & Cost: (+/-)230sf / \$600k
  - LIFEGUARD STATION / LOOKOUT / Estimated Area & Cost: (+/-)500sf / \$200k
  - PERMANENT BOAT STORAGE & FISHING CONCESSION / Estimated Area & Cost: (+/-)1,200sf / \$1.2m
  - FLEXIBLE OPEN AIR FULL RESTAURANT / MARKET / BAR & ROOFTOP DANCING (HYBRID OF OPTION 6 & 7 / LEV01+LEV02) / Estimated Area & Cost: (+/-)4,800sf / \$3.3m

[ Please note: Any Necessary Wharf Engineering & Further Design Costs: TBD. ]



**2** PROPOSED SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



**1** PROPOSED NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

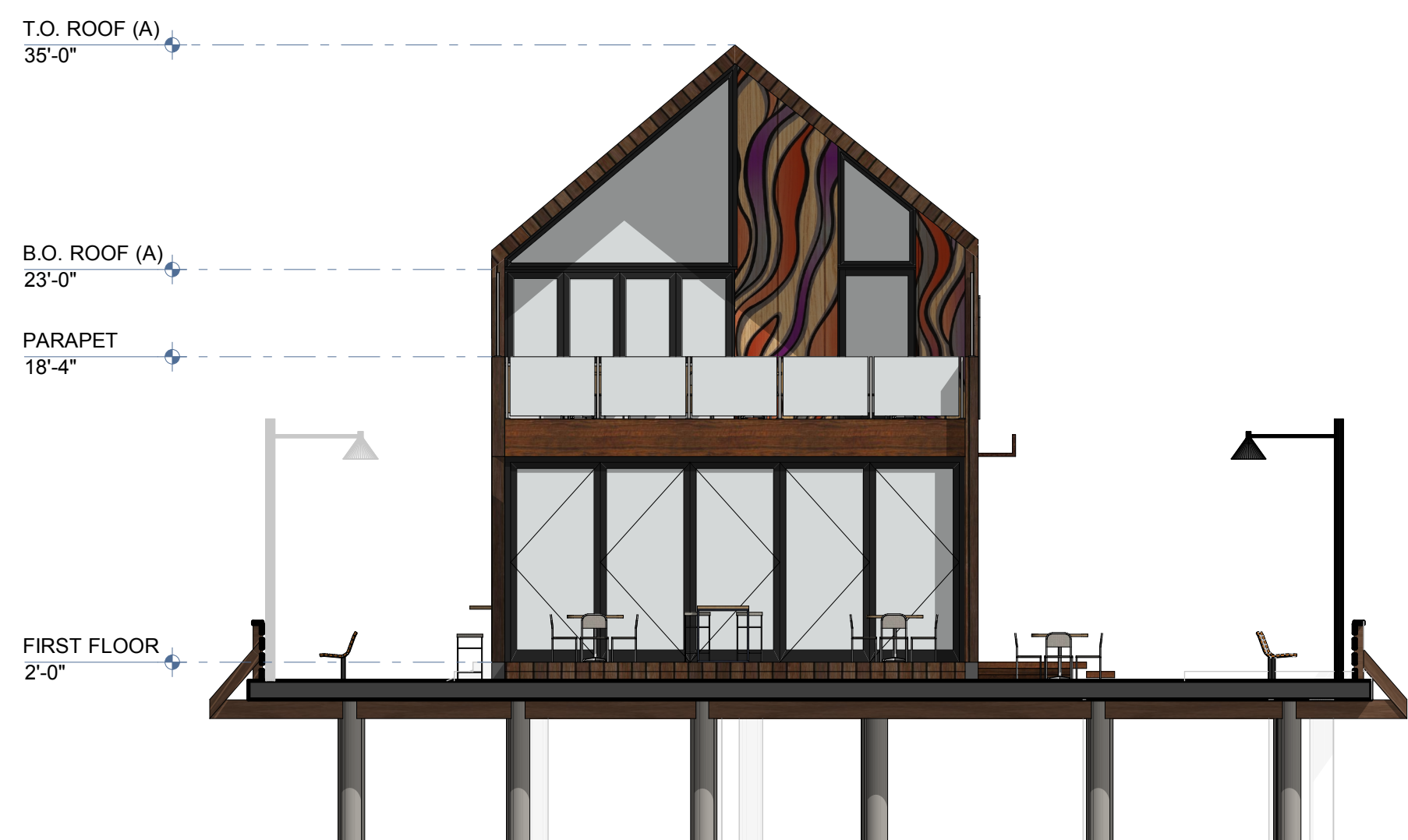
KEYNOTES	FINISH LEGEND	LEGEND	SHEET NOTES
----------	---------------	--------	-------------



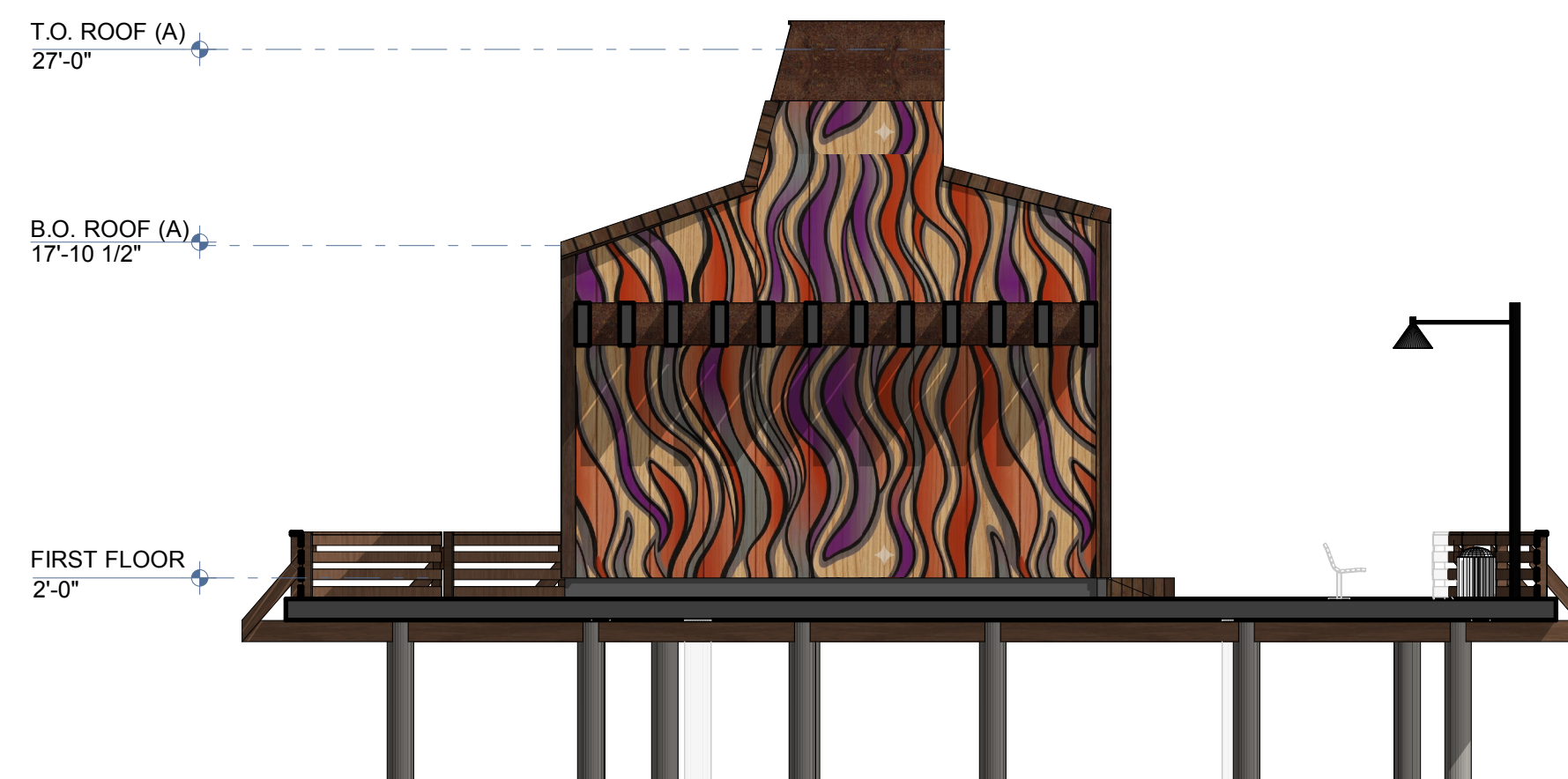
**4** PROPOSED WEST ELEVATION - A  
SCALE: 1/8" = 1'-0"



**2** PROPOSED WEST ELEVATION - B  
SCALE: 1/8" = 1'-0"



**3** PROPOSED EAST ELEVATION - A  
SCALE: 1/8" = 1'-0"



**1** PROPOSED EAST ELEVATION - B  
SCALE: 1/8" = 1'-0"

KEYNOTES

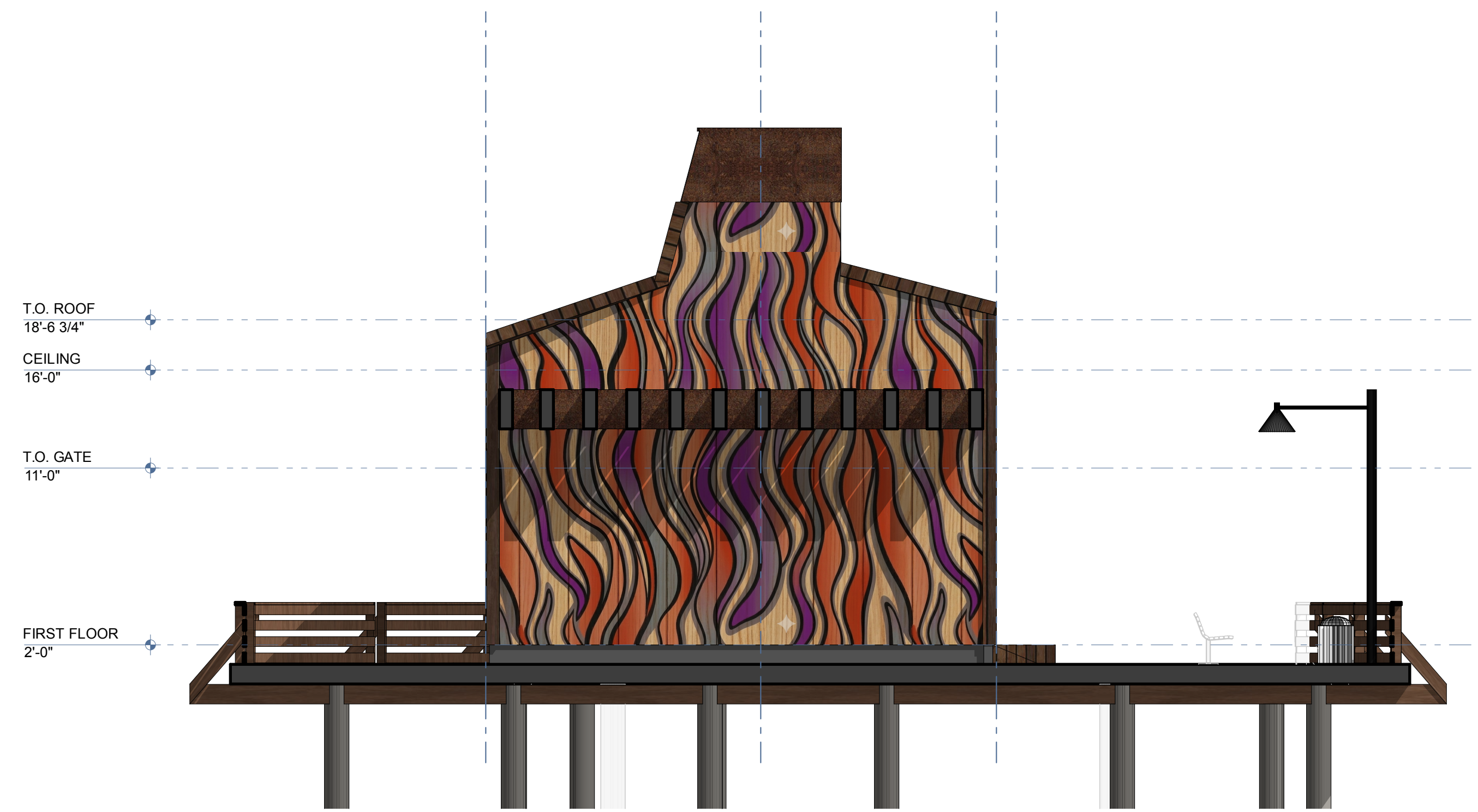
FINISH LEGEND

LEGEND

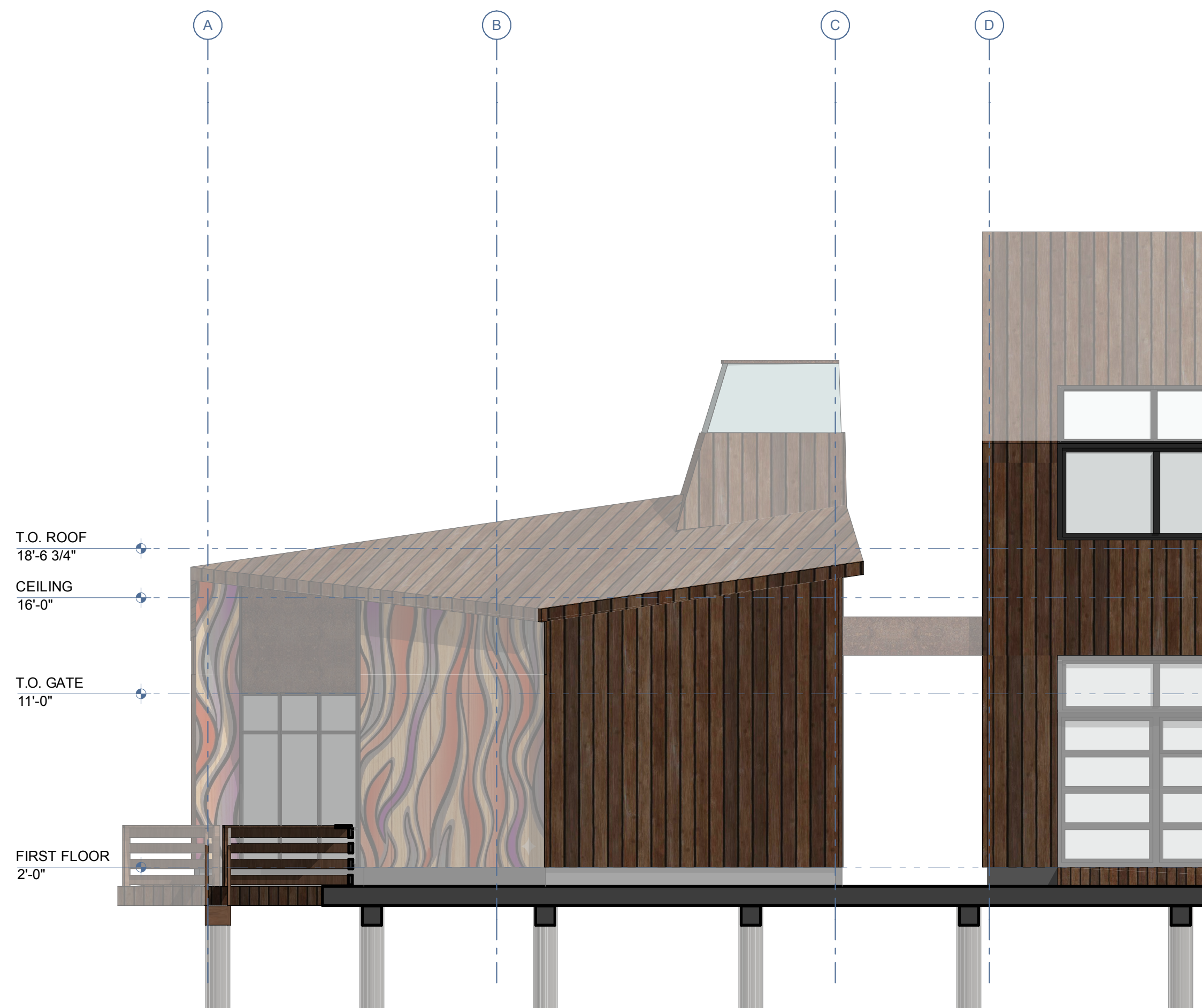
SHEET NOTES



**4** PROPOSED NORTH ELEVATION - B  
SCALE: 3/16" = 1'-0"



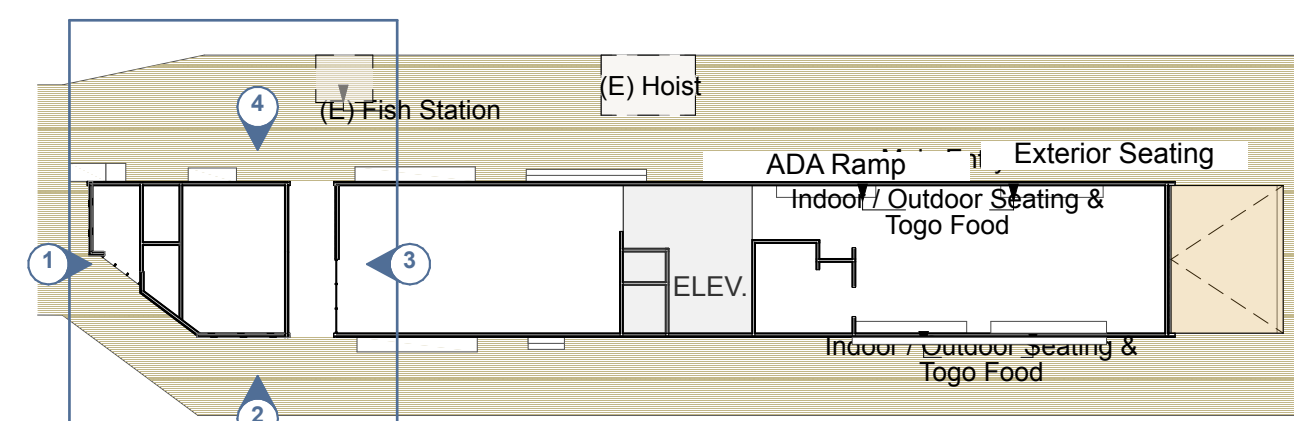
**3** PROPOSED EAST ELEVATION - B  
SCALE: 3/16" = 1'-0"



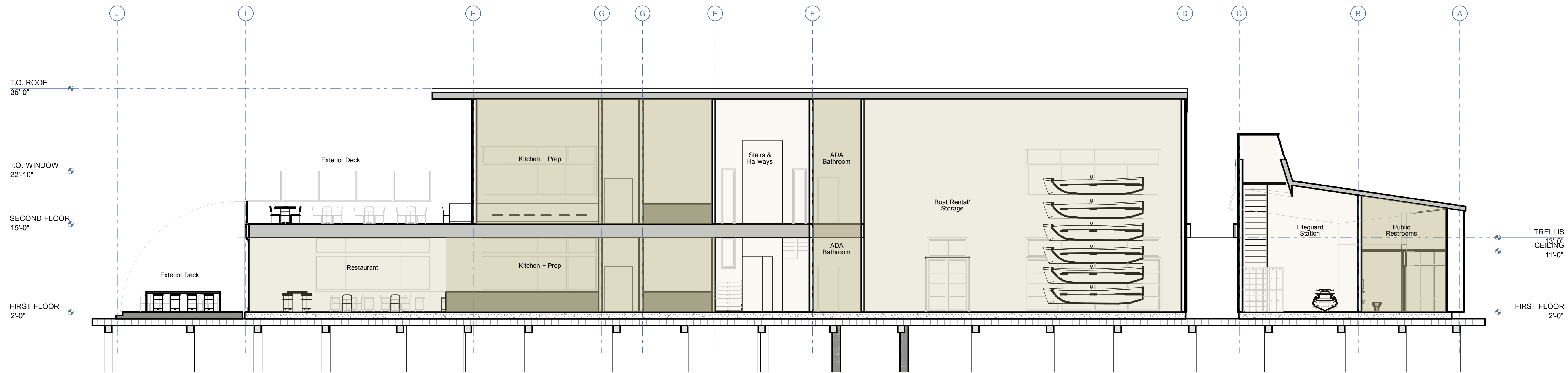
**2** PROPOSED SOUTH ELEVATION - B  
SCALE: 3/16" = 1'-0"



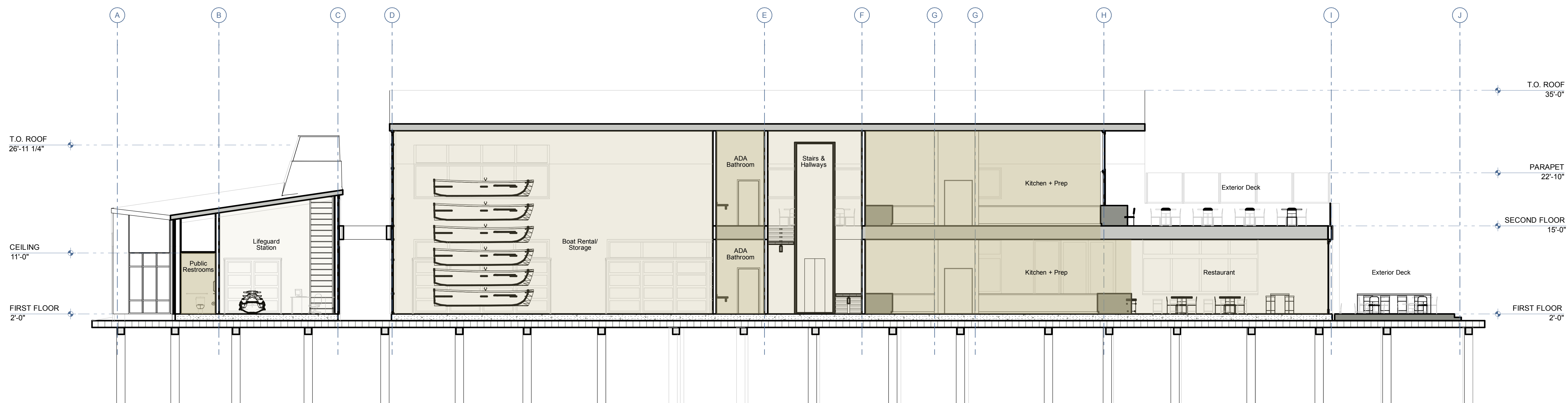
**1** PROPOSED WEST ELEVATION - B  
SCALE: 3/16" = 1'-0"



**5** KEY PLAN FIRST FLOOR  
SCALE: 1/32" = 1'-0"



**2** 2 BUILDING SECTION - LONGITUDINAL  
SCALE: 1/8" = 1'-0"



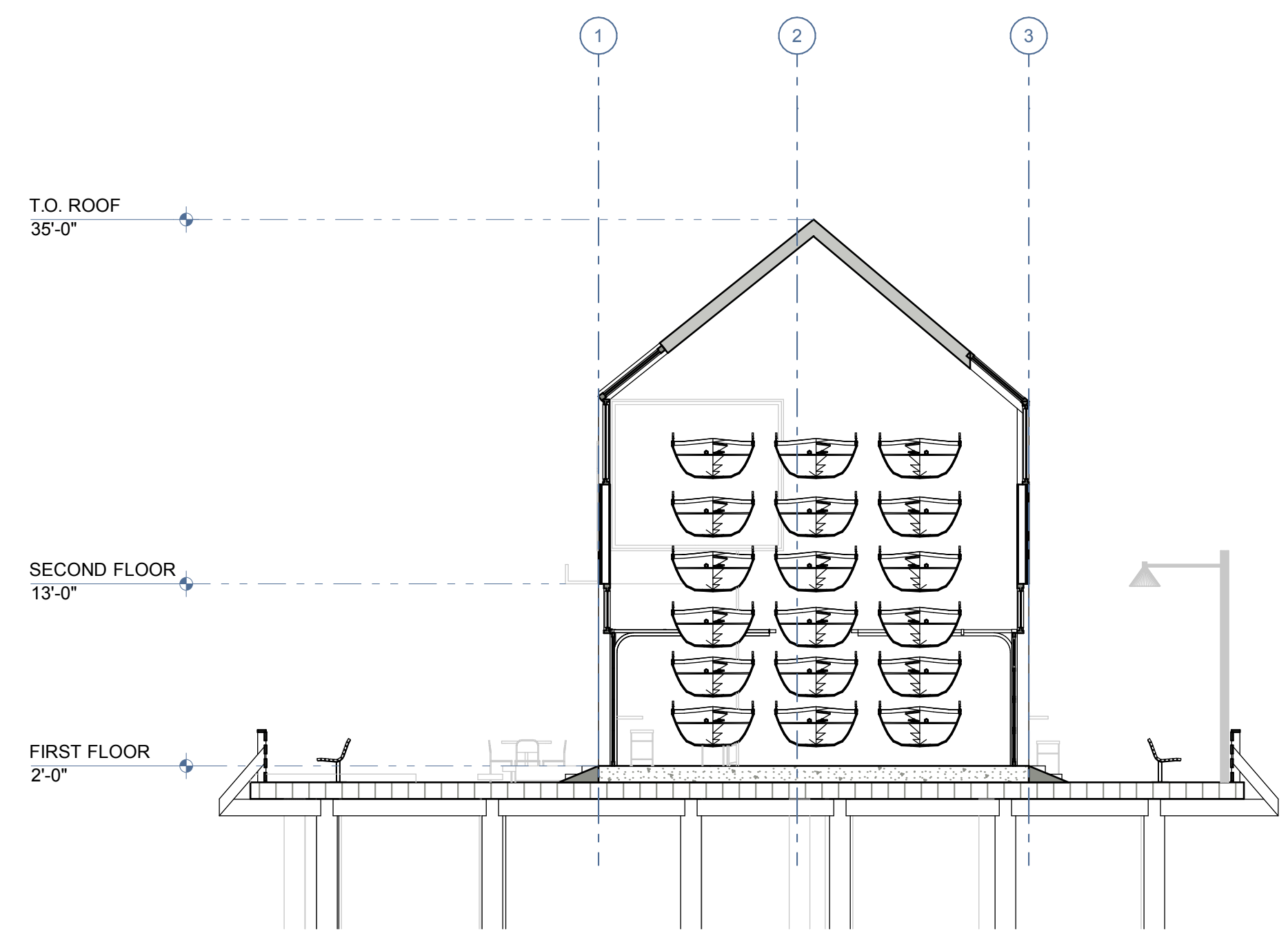
**1** 1 BUILDING SECTION - LONGITUDINAL  
SCALE: 1/8" = 1'-0"

KEYNOTES

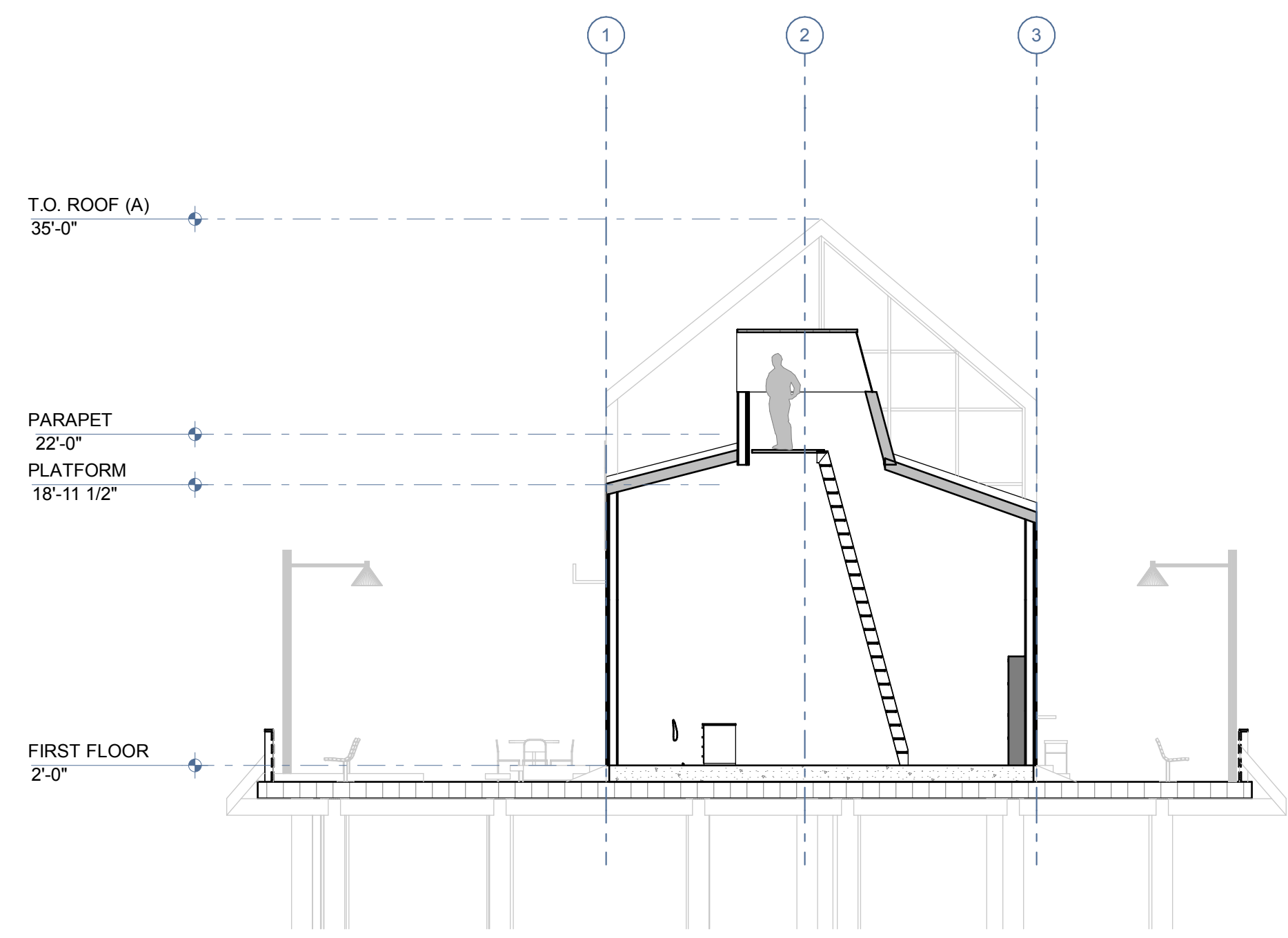
FINISH LEGEND

LEGEND

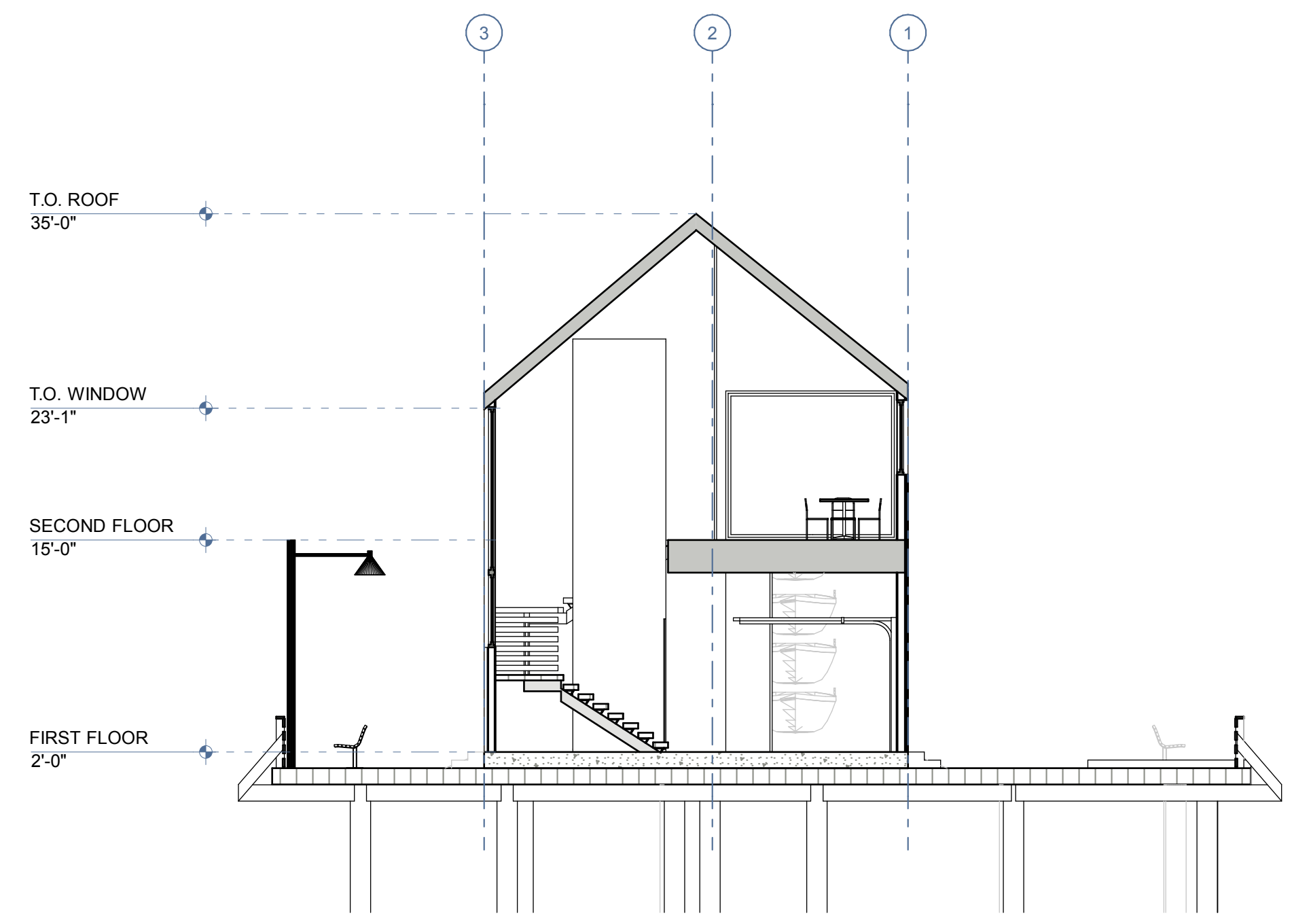
SHEET NOTES



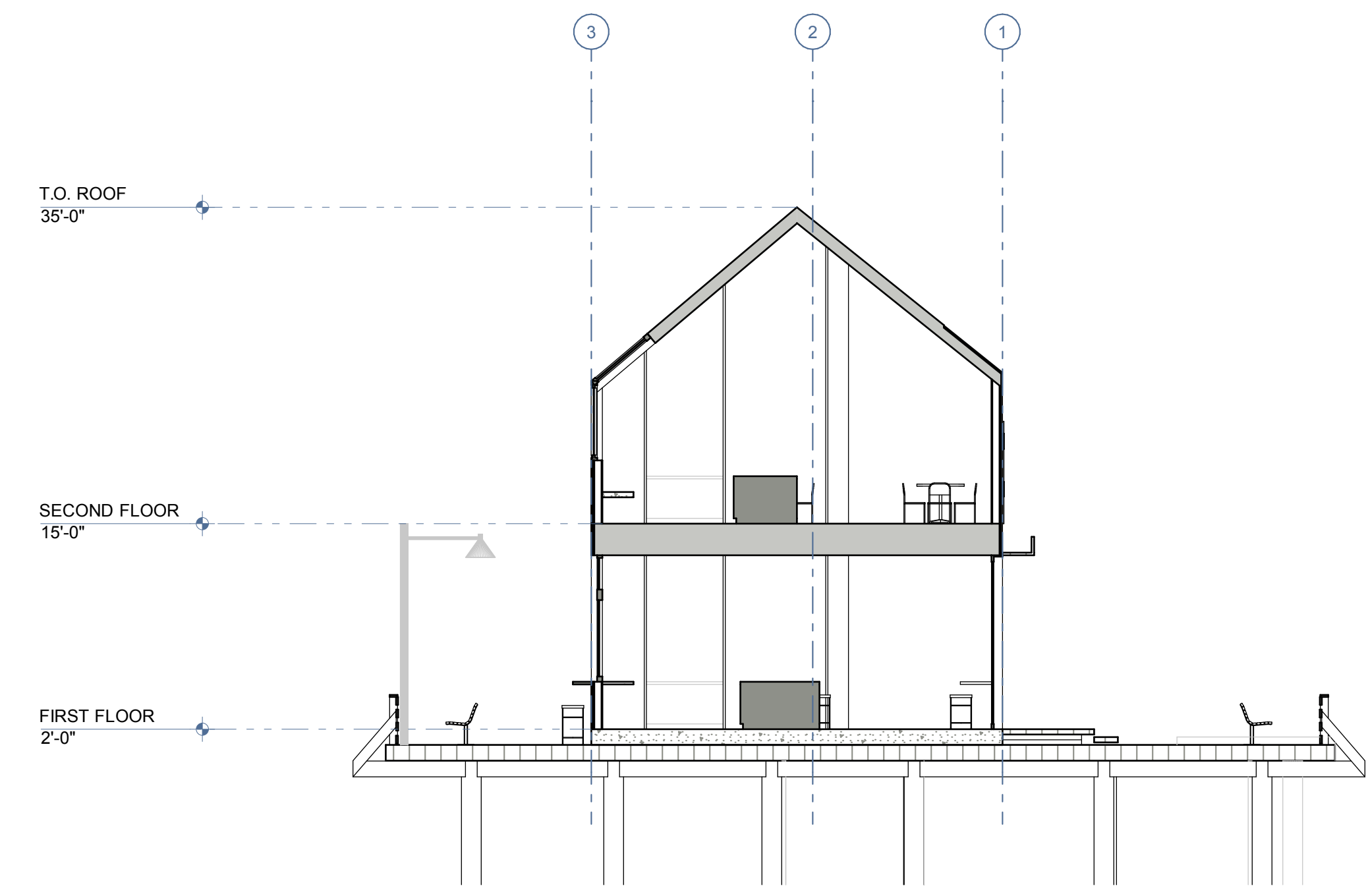
**3 BUILDING SECTION - TRANSVERSE**  
SCALE: 1/8" = 1'-0"



**2 BUILDING SECTION - TRANSVERSE**  
SCALE: 1/8" = 1'-0"



**1 BUILDING SECTION - TRANSVERSE**  
SCALE: 1/8" = 1'-0"



**4 BUILDING SECTION - TRANSVERSE**  
SCALE: 1/8" = 1'-0"



SIDE OF WHARF HOUSE & BOAT HOUSE - VIEWED FROM CLIFF / SUNSET





FRONT SIDE OF WHARF HOUSE / SUNSET





AERIAL FRONT SIDE OF WHARF HOUSE - VIEW OF LOWER DINING DECK & UPPER DANCING DECK





Item 8 A.

'FLIP-UP DECK' FOR BAD WEATHER, WIND & PROJECTILE DEFENSE





REAR SIDE OF WHARF HOUSE & BOAT/BAIT HOUSE / LIFEGUARD STATION & PUBLIC RESTROOMS





REAR OF WHARF BUILDINGS / PUBLIC RESTROOMS & LIFEGUARD STATION



SIDE OF WHARF HOUSE & BOAT/BAIT HOUSE - VIEWED FROM CLIFF / MID-DAY





FRONT SIDE OF WHARF HOUSE / MID-DAY





INTERIOR AT THE LEVEL 01 WHARF HOUSE RESTAURANT & EXTERIOR (FLIP UP) DINING DECK



INTERIOR AT THE LEVEL 02 WHARF HOUSE RESTAURANT & EXTERIOR DANCING DECK

# Capitola City Council

## Agenda Report

**Meeting:** April 23, 2026

**From:** Community and Economic Development Department

**Subject:** 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project - Entryway Enhancement



**Recommended Action:** Authorize staff to modify the project scope of the 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project to include curb, sidewalk, and hardscape improvements at the corner of 41st Avenue and Gross Road Extension to accommodate a future gateway monument.

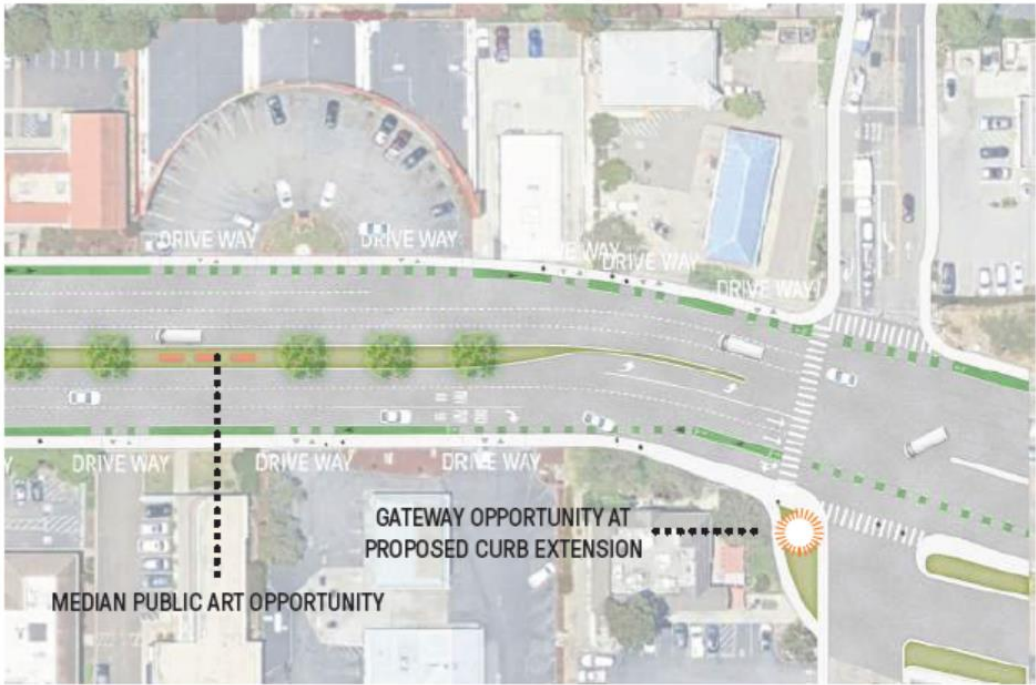
**Background:** On March 26, 2026, the City Council awarded a construction contract to Granite Rock Company for the 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project.

The City is concurrently advancing the 41st Avenue, Clares Street, and Capitola Road Corridor Plan (Corridor Plan), with a draft anticipated for City Council review in May 2026. The Corridor Plan identifies opportunities to enhance placemaking along the corridor, including potential gateway monument locations at key entry points into the City. One such location is at the corner of 41st Avenue and Gross Road Extension, within the limits of the current construction project.

**Discussion:** The Corridor Plan identifies the corner of 41st Avenue and Gross Road Extension, adjacent to the Pizza My Heart site, as a key gateway location into the City. The proposed monument area would occupy approximately two existing on-street parking spaces within the City right-of-way and would require modification of the existing curb alignment and construction of an expanded sidewalk area. The location of the proposed improvement is shown in Attachment 1.

Incorporating this work into the current project allows the City to complete the necessary frontage improvements in coordination with ongoing roadway construction. This approach avoids the need to remove and reconstruct newly completed improvements at a later date and minimizes future disruption to traffic and adjacent uses. The improvement would function as an extension of the sidewalk, maintaining pedestrian accessibility while creating a defined space for a future gateway feature.

The design and installation of the monument itself would be completed separately, potentially through a public art process led by the Capitola Art and Cultural Commission. Constructing the underlying curb and sidewalk improvements at this time prepares the site while maintaining flexibility in the final design of the entry feature.



41ST AVENUE ZONE 01 - GATEWAY MONUMENT OPPORTUNITY SITES



**Fiscal Impact:** The proposed scope modification consists of relatively minor curb, sidewalk, and striping adjustments that can be incorporated into the project during construction. Staff anticipates this work can be accommodated within the existing project budget and contingency without increasing the overall project cost. No additional appropriation is requested at this time.

**Attachments:**

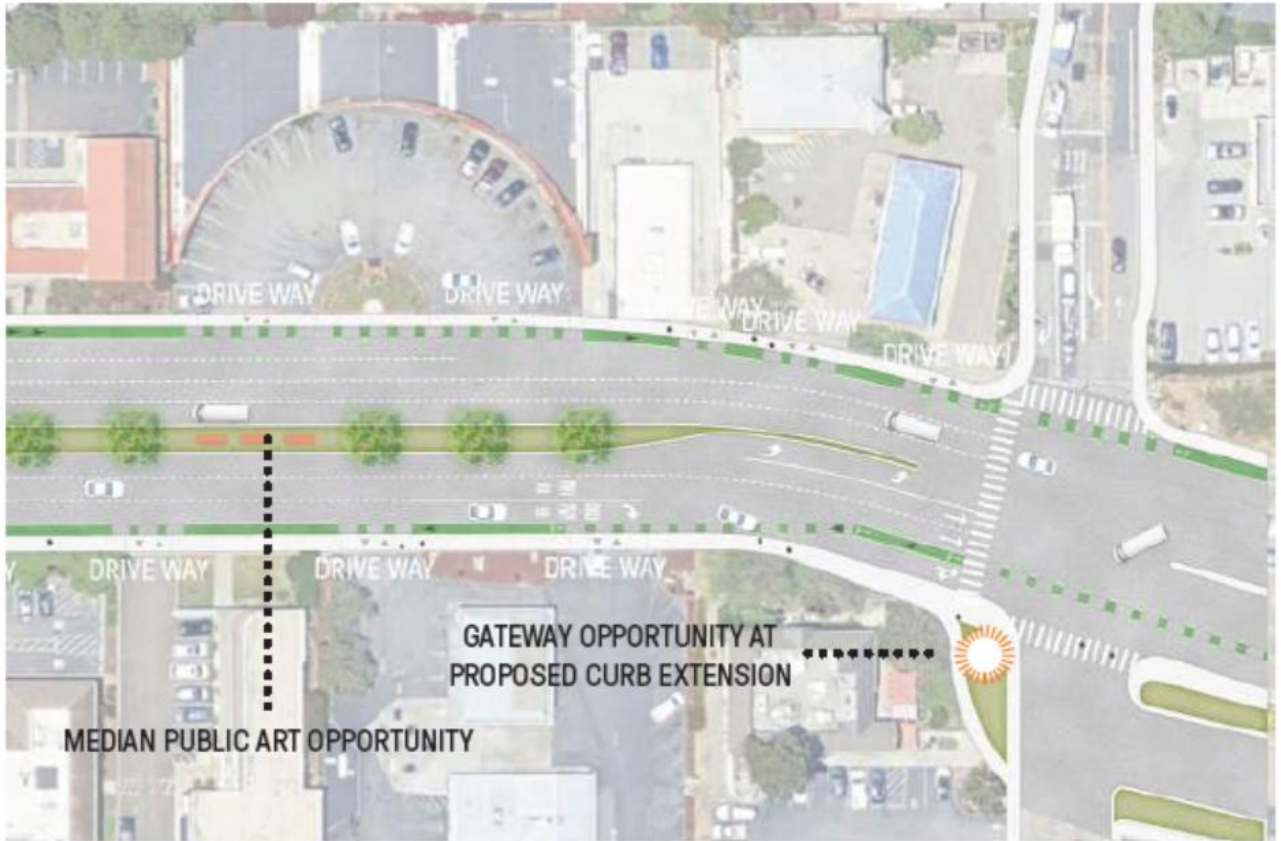
- 1. 41st Avenue Gateway Opportunity Location

**Alignment with 2025-2029 Strategic Plan Priority:** Economic Opportunity

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

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

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



41st Avenue Gateway Opportunity Location (Corridor Plan Exhibit)''



Existing Conditions at 41st Avenue and Gross Road Extension



# 41<sup>st</sup> Avenue Entryway Enhancement



# Project Background

March 26, 2026 – Council awarded construction contract to 41<sup>st</sup> Avenue Pavement Rehabilitation and Multimodal Improvements Project

May 2026 – Draft 41<sup>st</sup> Avenue Corridor Plan to City Council

- Corridor Plan identifies opportunity to enhance placemaking along corridor
- Gateway Monument location at corner of 41<sup>st</sup> and Gross Road Extension



# Gateway Monument Site





# Gateway Monument Site





# Gateway Monument Site





# Gateway Monument Site





## Staff Recommendation:

Authorize staff to modify the project scope of the 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project to include curb, sidewalk, and hardscape improvements at the corner of 41st Avenue and Gross Road Extension to accommodate a future gateway monument.

# Capitola City Council

## Agenda Report

**Meeting:** April 23, 2026

**From:** City Attorney's Office

**Subject:** California Voting Rights Act Challenge and Demand for City to Transition to District-Based Elections



**Recommended Action:** Consider a letter received on March 19, 2026, challenging the City's at-large election system and demanding the City transition to district-based elections; and provide direction to staff regarding next steps.

**Background:** The City currently utilizes an at-large voting system for the election of its City Council Members, under which voters citywide may vote for all open Council seats. Councilmembers are elected to represent the City as a whole, rather than specific geographic districts.

The City received a demand letter from Shenkman & Hughes PC, on behalf of the Southwest Voter Registration Education Project, alleging the City's at-large voting system is in violation of the California Voting Rights Act ("CVRA")<sup>1</sup> and threatening litigation if the City declines to voluntarily change to a district-based election system for electing Councilmembers (Attachment 1).

**Legal Background:** Jurisdictions throughout California have transitioned from at-large electoral systems to district-based systems in response to the CVRA. The CVRA prohibits at-large election systems that impair the ability of a protected class of voters to elect candidates of their choice or influence the outcome of elections.

The CVRA expands on the Federal Voting Rights Act of 1965 ("FVRA")<sup>2</sup> and was enacted, in part, to provide minority groups in California with tools to prevent dilution of votes in "at-large" election systems.<sup>3</sup> An at-large method of election may not be imposed or applied in a manner that impairs the ability of a protected class to elect candidates of its choice or its ability to influence the outcome of an election, as a result of the dilution or the abridgement of the rights of voters who are members of a protected class.<sup>4</sup> A violation of the CVRA is established if it is shown that racially polarized voting occurs in elections for members of the governing body or in elections incorporating other electoral choices by the voters of the political subdivision.<sup>5</sup> Any voter who is a member of a protected class and who resides in a political subdivision where a violation of the CVRA is alleged may file an action in the superior court in which the political subdivision is located.<sup>6</sup>

The CVRA defines "protected class" as a class of voters who are members of a race, color, or language minority group, as referenced and defined in the FVRA<sup>7</sup> and "racially polarized voting" as voting in which there is a difference, as defined in case law under the FVRA, in the choice of candidates or other electoral choices preferred by voters in a protected class, as compared to the rest of the electorate (*i.e.*, the protected class members vote as a politically cohesive unit, while the majority votes sufficiently as a bloc usually to defeat the protected class's preferred candidate).<sup>8</sup>

The CVRA does not require a plaintiff to prove intent on the part of the voters or elected officials to discriminate against a protected class, nor does the fact that members of a protected class are not

<sup>1</sup> Cal. Elec. Code §§ 14025-14032.

<sup>2</sup> 52 U.S.C. § 10301.

<sup>3</sup> Cal. Elec. Code § 14025 et seq.

<sup>4</sup> Cal. Elec. Code § 14027.

<sup>5</sup> Cal. Elec. Code § 14028(a).

<sup>6</sup> Cal. Elec. Code § 14032.

<sup>7</sup> Cal. Elec. Code § 14027(d) citing 52 U.S.C. Sec. 10301 et seq.

<sup>8</sup> Cal. Elec. Code § 14027(e) citing 52 U.S.C. Sec. 10301 et seq.; *Thornburg v. Gingles* (1986) 478 U.S. 30, 56.

geographically compact or concentrated preclude a finding of racially polarized voting.<sup>9</sup> Instead, a violation of the CVRA may be established by showing that both racially polarized voting and dilution occur in elections for members of the governing body.<sup>10</sup>

Discussion: If the City transitions to district-based elections, California Elections Code section 10010 establishes a “safe harbor” process that cities can follow after use after receiving a CVRA demand letter. If the City follows this process, it can reduce the risk of litigation and limit potential attorneys’ fees to a maximum of \$30,000, subject to adjustments based upon CPI.<sup>11</sup>

Under this process, a potential plaintiff must first send a written notice to the City claiming that its at-large election system may violate the CVRA.<sup>12</sup> A 45-day stay is then imposed on a prospective plaintiff’s ability to bring an action. That 45-day stay allows a city to adopt a resolution outlining its intention to transition from at-large to district-based elections.<sup>13</sup> If the City adopts such a resolution, the law provides an additional 90-day period during which a lawsuit cannot be filed, allowing time for the City to complete the transition.<sup>14</sup>

Public input is also required throughout the process. If the Council decides to proceed with transitioning to district elections, the City must hold at least two noticed public hearings over a period of no more than 30 days, at which the public is invited to provide input regarding the composition of the districts.<sup>15</sup> No official maps can be drawn before completion of both hearings. Once the initial two meetings are complete, the demographer and public can begin to officially draw maps that will be considered in the districting process. The City would then hold at least two additional noticed hearings over a period of no more than 45 days, at which the public is invited to provide input regarding the content of the draft maps and the proposed sequence of elections.<sup>16</sup>

In addition to the public hearing requirements set forth in California Elections Code section 10010, any district map must comply with the substantive requirements of the Fair and Inclusive Redistricting for Municipalities and Political Subdivisions Act (“Fair Maps Act”),<sup>17</sup> which provides criteria that the districting body must utilize when establishing election district boundaries or undertaking the redistricting process. This criteria includes, among other things, requirements related to population equality, contiguity, communities of interest, and geographic compactness, and prohibits drawing districts for the purpose of favoring or discriminating against a political party or incumbent.<sup>18</sup>

Many cities, counties and special districts have received CVRA challenge letters. For example, in Santa Cruz County, both Santa Cruz and Watsonville have implemented district-based election systems. While some cities have tried to defend against CVRA challenges and have spent millions of dollars in legal fees, the City Attorney’s office is not aware of any city that has been successful in the courts. The City of Santa Monica, for example, has spent many millions of dollars defending against a CVRA challenge since 2016 and the parties are still litigating the case after it was heard by the California Supreme Court. The City of Palmdale was required to pay \$4.7 million in attorneys’ fees as a result of a CVRA lawsuit. The City of Modesto also challenged a CVRA claim but was unsuccessful and ultimately settled the case for about \$3 million and switched over to by-district elections.

<sup>9</sup> Cal. Elec. Code § 14028(c) and (d).

<sup>10</sup> Cal. Elec. Code §§ 14026(e), 14028(a); *Pico. supra*, 15 Cal.5th at p. 314.

<sup>11</sup> Cal. Elec. Code § 10010(f)(3) [The amount of reimbursement required by this section is capped at thirty thousand dollars (\$30,000), as adjusted annually to the Consumer Price Index for All Urban Consumers, United States city average, as published by the United States Department of Labor.].

<sup>12</sup> Cal. Elec. Code § 10010(e)(1).

<sup>13</sup> Cal. Elec. Code § 10010(e)(2)-(3).

<sup>14</sup> Cal. Elec. Code § 10010(e)(2)-(3).

<sup>15</sup> Cal. Elec. Code § 10010(a)(1).

<sup>16</sup> Cal. Elec. Code § 10010(a)(2).

<sup>17</sup> Cal. Elec. Code § 21100 et seq.

<sup>18</sup> Cal. Elec. Code § 211130.

Due to the uncertainty of litigation and the potentially extraordinary cost of such a lawsuit, many cities, counties and special districts decide to take advantage of the “safe harbor” provisions and transition to district-based elections to limit the attorneys’ fees.

Next Steps: Given that the City has received this CVRA challenge letter, staff is seeking direction from the Council on whether to proceed to agendize for the Council’s consideration a resolution of intent to transition to district-based elections.

Staff recommends scheduling that item for consideration at a special Council meeting on April 30, 2026, because the 45-day stay will lapse prior to the next regular Council meeting (scheduled for May 14, 2026). At the special meeting, the Council would consider whether to adopt the resolution of intent to take advantage of the “safe harbor” provisions. At that meeting, staff would provide a tentative timeline for the transition, which would need to be completed within 90 days of adoption of the resolution.<sup>19</sup>

Furthermore, proceeding with a resolution of intent to transition to districts will also require the hiring of a demographer to assist with the mapping process. Staff has issued an RFP for a demographer to maintain maximal flexibility and, if the desire is to proceed with the resolution of intent, Council will also be asked to approve a contract with a demographer for such services.

Fiscal Impact: If the City Council decides to transition to district-based elections, there will be a fiscal impact due to the costs associated with that transition, including demographer costs, public noticing costs, and payment of the plaintiffs’ attorney costs. Alternatively, if the City Council decides not to transition to district-based elections, the City could incur significant costs relating to litigation.

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government

Report Prepared By: Marc Tran, City Attorney

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

Attachments:

1. Letter from Shenkman & Hughes LLC.

---

<sup>19</sup> 90 days from April 30, 2026 (if Council adopts the resolution of intent on that day) would be July 22, 2026.

**SHENKMAN & HUGHES**

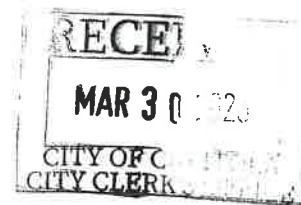
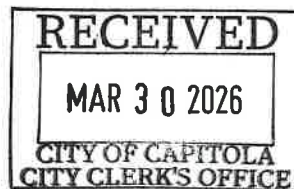
ATTORNEYS

MALIBU, CALIFORNIA

28905 Wight Road  
Malibu, California 90265  
(310) 457-0970[kshenkman@shenkmanhughes.com](mailto:kshenkman@shenkmanhughes.com)

VIA CERTIFIED MAIL

March 13, 2026

Julia Gautho - City Clerk  
City of Capitola  
420 Capitola Ave  
Capitola, CA 95010*Re: Violation of California Voting Rights Act*

I write on behalf of Southwest Voter Registration Education Project and its members residing in the City of Capitola. The City of Capitola (“Capitola” or “City”) relies upon an at-large election system for electing candidates to its governing board. Moreover, voting within the City is racially polarized, resulting in minority vote dilution, and therefore Capitola’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of so-called “at-large” voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4<sup>th</sup> 660, 667 (“*Sanchez*”). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the candidates in the voter's district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a bare majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted “at-large” election schemes for decades, because they often result in “vote dilution,” or the impairment of minority groups’ ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) (“*Gingles*”). The U.S. Supreme Court “has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength” of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S.

613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973). “[T]he majority, by virtue of its numerical superiority, will regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group's ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; see also Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4<sup>th</sup> 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. In *Pico Neighborhood Association v. City of Santa Monica* (August 24, 2023) 15 Cal.5<sup>th</sup> 292, the California Supreme Court recently confirmed this commonsense reading of the CVRA. Also see Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001–2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

Capitola’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of the City’s council elections.

According to the U.S. Census, Latinos comprise approximately 22.4% of the City’s population. Yet, Latino representation on Capitola’s governing board has been sparse to non-existent. The contrast between the significant Latino proportion of the electorate and the absence of Latinos elected to the Capitola City Council is outwardly disturbing and fundamentally hostile towards participation from members of this protected class.

In light of the City’s underrepresentation of Latinos, it is no wonder why Latino residents do not frequently emerge as candidates. Opponents of fair, district-based elections may attempt to attribute the lack of candidates within the protected class to a lack of interest from their respective communities within the City. On the contrary, the near-absence of Latino candidates reveals vote dilution. *See Westwego Citizens for Better Government v. City of Westwego*, 872 F. 2d 1201, 1208-1209, n. 9 (5th Cir. 1989).

Still, elections for Capitola’s city council likewise exhibit racially polarized voting. For example, in the most recent election (2024), Enrique Dolmo Jr. received significant support from Latino voters, but lost due to a lack of support from non-Hispanic white voters. The same was true for Mr. Dolmo in the 2022 election. While one might point to Yvette Lopez Brooks’ success in the 2018 and 2022 elections, she acknowledged the near-complete absence of Latino representation on the Capitola City Council in the election guide – “I really believe that it’s important to have a minority voice, a woman’s voice, a woman of color ... ,” and then she resigned in January 2025, leaving the Capitola City Council once again with no Latino representation.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale City Council, with districts that combine all incumbents into one of the four districts. Since then, we have similarly prevailed in a series of CVRA trials – against the cities of Highland and Santa Monica, and the Ramona Unified School District.

Given the racially polarized voting in elections in Capitola and resulting vote dilution, we urge the City to voluntarily change its at-large system of electing governing board members. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than May 5, 2026 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

Very truly yours,



Kevin I. Shenkman

# Capitola City Council

## Agenda Report

**Meeting:** April 23, 2026  
**From:** City Manager Department  
**Subject:** Citywide Website Update Project



**Recommended Action:** Receive a presentation of the City's new website.

**Background:** The Citywide Website Update Project was established as a City Council goal for Fiscal Year 2025-26. The project included an audit of existing content and a platform migration to Municipal Websites Central, the latest content management system (CMS) provided by the City's web partner, CivicPlus. The update includes maintaining American with Disability Act (ADA) website accessibility requirements, and the adoption of a new .gov domain. This new domain will be used for both the City website and all City email addresses.

**Discussion:** To ensure the new website effectively serves the community, staff issued a public survey through the website and newsletters to receive input and identify both areas of improvement and desired features. In addition, staff met with the Mayor to determine high-level website priorities for functionality and aesthetics. A seven-member staff task force of subject matter experts conducted a SWOT (strengths, weaknesses, opportunities, threats) analysis. This group redesigned the homepage architecture to prioritize customer service and intuitive navigation. Each City department conducted internal reviews of its specific web content to streamline and better organize information.

In addition to site-wide content optimization, the City Manager's Department developed a new suite of pages dedicated to City Council functions. These resources provide the public with clear access to Council responsibilities, the Code of Conduct, and detailed information on the process for seeking public office.

As a part of this project, staff also monitored the website's migration to the newest CivicPlus product: Municipal Websites Central. CivicPlus began migrations from Drupal 7 to Central Starter in February 2025 and notified the City of the possibility of migrating in September 2025. Based on their own timeline informed by other, larger municipalities' demands, CivicPlus began City of Capitola content migration and design in February 2026.

The new website will go live on Monday, April 27. Following that date, the City will publicly use the new URL, [www.cityofcapitola.gov](http://www.cityofcapitola.gov). City email addresses will change at the same time. Prior to the public launch of the website, staff will provide the Council with a "sneak peek" of the new features and interface during the April 23<sup>rd</sup> meeting.

**Fiscal Impact:** None, the project was included in FY 2025-26 and did not exceed the funds appropriated.

**Alignment with 2025-2029 Strategic Plan Priority:** Accountable Government

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

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

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



# Citywide Website Update Project

APRIL 23, 2026



# Background

---

Update = FY 2025-26 Council Goal

Outdated system

Migration based on CivicPlus' timeline

Internal Analysis

- Department representatives as subject matter experts

External feedback survey

# Feedback Summary

Better format for  
phone

Reorganize  
information

Department menus  
hard to navigate

Add general  
community news

More images





## Most Popular Information Sought

---

City Council Meeting Information

Special Events

- Twilight Concerts

Surf Camera

General City News

Capitola Rules and Regulations



# Project Goals

---

Easier access to accurate information

Sensible organization

Visually appealing

# Next Steps & Questions

---

Site goes live Monday, April 27

- City emails switch to @cityofcapitola.gov
- Old email addresses @ci.capitola.ca.us will remain active