

City of Capitola

City Council Meeting Agenda

Thursday, February 12, 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

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. Presentations

Presentations are limited to eight minutes.

- A. Acceptance of funds for the Treasure Cove Playground at Jade Street Park from the Friends of Santa Cruz County Parks

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.

5. Oral Communications by Members of the Public

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

6. Staff / City Council Comments

Comments are limited to three minutes.

7. Consent Items

All items listed as "Consent Items" will be enacted by one motion in the form listed below. There will be no separate discussion on these items prior to the time the Council votes on the action unless members of the City Council request specific items to be discussed for separate review. Items pulled

for separate discussion will be considered following General Government. Note that all Ordinances which appear on the public agenda shall be determined to have been read by title and further reading waived.

A. City Council Meeting Minutes

Recommended Action: Approve minutes from the regular meeting on January 22, 2026.

B. Fifth Amendment to Library Joint Powers Agreement

Recommended Action: Authorize the City Manager to execute the fifth amendment to the Joint Powers Agreement for Library Services between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley, extending the term effective January 1, 2026 through June 30, 2032.

C. Capitola Administrative Policies

Recommended Action: Receive report and revoke the following policies: V-2: Government Access Channel 8 and V-3: Use of Display Cases on the Municipal Wharf Entrance Gate.

D. Name Change for City-Owned Parking Lots Located Near City Hall

Recommended Action: Approve renaming the parking facilities currently known as “Beach and Village Parking Lots 1 & 2” to “City Upper Lot” and “City Lower Lot.”

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. 41st Avenue Pavement Rehabilitation and Multimodal Improvements

Recommended Action: Approve the plans, specifications, and construction budget of \$1,700,000 for the 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project; and authorize the Department of Public Works to advertise for construction bids.

B. Update on Measure Y Sales Tax

Recommended Action: Receive a report on Measure Y Sales Tax and provide staff with direction.

C. Measure Q Grant Application

Recommended Action: Authorize staff to submit a Tier 2 Measure Q Community Impact Grant application in an amount not to exceed \$325,000 for invasive species removal, native habitat restoration, and interpretive signage improvements adjacent to the Park at Rispin Mansion along Soquel Creek.

D. Housing for Health Partnership Board Appointment

Recommended Action: Appoint the City of Capitola’s representative on the Santa Cruz County Housing for Health Partnership Policy Board for a two-year term expiring December 2027.

E. Finance Advisory Committee Composition

Recommended Action: Review City Council appointments to the Finance Advisory Committee.

9. Adjournment

The next regularly scheduled City Council meeting is on February 26, 2026, at 6:00 PM.

How to View the Meeting

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

Other ways to Watch:

Spectrum Cable Television channel 8

City of Capitola, California YouTube Channel

To Join Zoom Application or Call in to Zoom:

Meeting

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

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

Meeting ID: **833 2817 3113**

Meeting Passcode: **678550**

How to Provide Comments to the City Council

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

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

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

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

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

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

Televised Meetings: City Council meetings are cablecast "Live" on Charter Communications Cable TV Channel 8 and are recorded to be rebroadcasted at 8:00 a.m. on the Wednesday following the meetings and at 1:00 p.m. on Saturday following the first rebroadcast on Community

Television of Santa Cruz County (Charter Channel 71 and Comcast Channel 25). Meetings are streamed “Live” on the City’s website by clicking on the Home Page link “Meeting Agendas/Videos.” Archived meetings can be viewed from the website at any time.

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: City Manager Department

Subject: City Council Meeting Minutes



Recommended Action: Approve minutes from the regular meeting on January 22, 2026.

Background: Attached for City Council review and approval are the draft minutes from the regular meeting on January 22, 2026.

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government

Attachments:

1. Regular Meeting 1/22/2026

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

City of Capitola

City Council Meeting Agenda

Thursday, January 22, 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 – 5:30 PM

- i. CONFERENCE WITH LEGAL COUNSEL—LIABILITY CLAIMS (Gov. Code § 54956.95)
Claims Against the City of Capitola
1) Celeste Baylor
- ii. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Govt. Code. §54956.9(d)(2).
One Case

Regular Meeting of the Capitola City Council – 6 PM

1. **Roll Call and Pledge of Allegiance** - *The meeting was called to order at 6:02 PM. In attendance: Council Members Clarke, Orbach, Westman, Vice Mayor Jensen, and Mayor Morgan.*
2. **Additions and Deletions to the Agenda** – *None*
3. **Report on Closed Session** – *The City Council met and discussed two items on the Closed Session agenda. No reportable action was taken.*
4. **Additional Materials**
 - A. *Item 7F - Staff memorandum and updated agreement distributed after publication of the agenda packet.*
 - B. *Item 8A – Four pieces of correspondence received after publication of the agenda packet.*
 - C. *Item 8B – Two pieces of correspondence received after publication of the agenda packet.*
 - D. *Item 8A - Staff memorandum with updated Exhibit A distributed after publication of the agenda packet.*
5. **Oral Communications by Members of the Public**
 - Goran Klepic
 - Keith Cahalen
 - Mick Routh
 - Loreal Weitzel
 - Natasha Herzig
 - Linda Smith
 - Tiffany Hsu
 - Lin Hsu
 - Cheryl

6. Staff / City Council Comments

- Council Member Westman provided updates on her attendance at a recent AMBAG meeting; and provided comments on the City's work to update the Zoning Code and create objective standards for the review of development of the Capitola Mall.
- Vice Mayor Jensen thanked the speakers from the Arukah Project for their comments; provided updates on his attendance at a recent SCCRTC meeting; commended El Toro Bravo on their reopening; and provided comments on the recent complaint received by the Department of Housing and Community Development. Council Member Jensen requested his comments be included in the meeting minutes, a copy of which is included below:

I'd like to take a few additional minutes to address an issue that has given me pause, prompting reflection and a careful consideration of its impact on our community's trust. I don't usually prepare my comments or read from the dais, but this situation felt important to speak about directly. First, I want to publicly thank Planning Director Katie Herlihy, her staff, and our consultants for their dedication and the countless hours they've invested in navigating the State's new housing mandates. These mandates are complex, time-sensitive, and critically important to our community's future. Their work has consistently demonstrated a commitment to protecting the community's interests, and that commitment has not gone unnoticed. I especially want to acknowledge the department's outreach. As many of you know, I have consistently advocated for transparency, open communication, and bringing our community together and over the past year, I have seen a major improvement in outreach. This is something I am deeply passionate about. Our community is supportive of providing affordable housing and doing its part to meet broader regional needs. I also believe the Capitola community is committed to meeting State housing requirements while ensuring that the process includes genuine community involvement and transparency. To date, under Katie's leadership, the City has been and continues to be dedicated to delivering on that commitment with respect to the housing element. We have hosted community meetings, discussed the topic at numerous Planning Commission and City Council meetings, and in every setting, the public has been given opportunities to comment, ask questions, and participate. In addition, each councilmember has an appointed Planning Commissioner who serves as another point of input and engagement. Katie has personally responded to community emails, and her professionalism in those exchanges has been and continues to be outstanding. I also want to thank our Planning Commissioners, Chair Christian, Vice Chair Kieu, and Commissioners Welch, Howard, and Estey for their dedication, guidance, and commitment to this issue, with full transparency and without an agenda other than the best interest of the City. And finally, the City has remained in direct communication with HDC, keeping them updated on the status and timelines related to the Capitola Mall project, which further reflects the City's good-faith effort to communicate clearly and consistently. I want to address my concern directly. Despite the City's extensive outreach and transparency, a complaint was filed at the state level, bypassing local opportunities for engagement to advance an agenda. I understand that people can feel frustrated or unheard, but circumventing the local process does a disservice to the community. It misrepresents the status of the process which, as of today, has not received any formal action from either the Planning Department or City Council and places additional legal and administrative burdens on staff already working under significant time pressures. This is not constructive civic engagement; it is disruptive, unnecessary, and adds strain to those who are diligently serving our community. Katie, thank you again. You and your team are operating under intense time constraints, and your professionalism continues to represent our City with integrity. I can only imagine the added workload now facing your department due to this complaint, as well as the potential additional cost to the City at a time when we are already operating under budget constraints. To our community members: if someone has concerns about this process or any other topic the appropriate place to raise them is here in this chamber, at our public meetings, and through direct communication with staff and elected officials. Each council member is available to hear from members of the

community to share their perspective. While frustration or impatience can be understandable, going outside the process to advance an agenda is not how we solve community issues, and it should not become the norm. We can and should disagree. Disagreement is healthy. But it must be honest, transparent, and open and not self-serving. That is how we move forward together as one community, respecting both the process and each other. I would also like to request that my detailed comments are reflected in meeting minutes.

- *Council Member Orbach thanked the speakers from the Arukah Project; requested that the City issue a proclamation recognizing January as Human Trafficking Month; provided comments on the upcoming ceremony celebrating the installation of solar panels at the Capitola Library; provided comments on the complaint submitted by her husband to the Department of Housing and Community Development.*
- *Mayor Morgan thanked the speakers from the Arukah Project and supported the request for a proclamation; provided comments on the complaint received by the Department of Housing and Community Development and clarified that staff will continue to work with the state on implementation of the Housing Element.*

7. Consent Items

A. City Council Meeting Minutes

Recommended Action: Approve minutes from the regular meeting on January 8, 2026.

B. City Check Registers

Recommended Action: Approve check registers dated November 28, 2025, and December 19, 2025.

C. Local Coastal Program Amendments for Cliff Drive Resiliency

Recommended Action: Adopt an ordinance amending Capitola Municipal Code Title 17: Zoning, Chapter 17.32 Parks and Open Space, Chapter 17.64 ESHA, Chapter 17.76 Parking and Loading, and Chapter 17.68 Geological Hazard (collectively, the “Zoning Code Amendments”) and authorizing submittal to the California Coastal Commission for Certification. (**Ordinance No. 1074**)

D. Liability Claim

Recommended Action: Deny liability claim from Celeste Baylor.

E. Fiscal Year 2026-27 Budget Calendar

Recommended Action: Approve the Budget Calendar for Fiscal Year (FY) 2026-27.

F. Use Agreement for Capitola City Hall Council Community Room

Recommended Action: Authorize the City Manager to execute an agreement with the Capitola Village and Wharf Business Improvement Area for use of the City Hall Community Room for the next three years.

Council Member Clarke requested to pull Item 7F.

Motion to approve the Consent Calendar Items 7A - 7E: Council Member Orbach

Second: Council Member Westman

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

8. General Government / Public Hearings

A. Offshore Oil Drilling

Recommended Action: Authorize the Mayor to submit a letter opposing the Bureau of Ocean Energy Management’s proposed 11th National Outer Continental Shelf Oil & Gas Leasing Program.

Public Works Director Kahn presented the staff report.

Public Comment:

- **Speaker**
- **Paula Bradley**
- **Morganna Johnson**
- **Darcie Connell**
- **Alexis, representing Assemblymember Dawn Addis**

The Council requested that this topic return for further discussion once the City and County of Santa Cruz update their ordinances to include reference to seabed mining.

Motion to authorize the Mayor to submit a letter opposing the Bureau of Ocean Energy Management's proposed 11th National Outer Continental Shelf Oil & Gas Leasing Program: Council Member Jensen

Second: Council Member Clarke

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

- B. Support for Santa Cruz County Regional Transportation Commission Direction on Coastal Rail Trail Segments 10–11 and Evaluation of the Capitola Trestle**
Recommended Action: Adopt a resolution expressing support for the Santa Cruz County Regional Transportation Commission's December 4, 2025 action advancing an Interim Trail configuration for Coastal Rail Trail Segments 9–11 and directing evaluation of the historic Capitola trestle for interim bicycle and pedestrian use.

Public Works Director Kahn presented the staff report.

Public Comment:

- **Paula Bradley**
- **Speaker**

The Council thanked the members of the RTC for their efforts on this project.

Motion to adopt Resolution No. 4473: Council Member Westman

Second: Council Member Clarke

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

Voting Nay: Council Member Orbach

- C. Introduction to Discover Capitola, the City's Civic Engagement Program**
Recommended Action: Receive report.

Assistant to the City Manager Woodmansee presented the staff report.

Public Comment: None

- D. Temporary/Hourly Employee Pay Schedule**
Recommended Action: Adopt a resolution amending the temporary/hourly employee pay schedule. (Continued from December 11, 2025, City Council meeting)

Administrative Services Director presented the staff report.

Public Comment: None

Motion to approve the pay adjustment (Resolution No. 4474) and amend the FY 2025-26 Budget to forego the Council travel and training budget: Vice Mayor Jensen

Motion amended to include retroactive pay to the date of January 4th: Council Member Westman

Amendment Accepted: Vice Mayor Jensen

Second: Council Member Westman

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

7. Consent Items Pulled for Discussion

F. Use Agreement for Capitola City Hall Council Community Room

Recommended Action: Authorize the City Manager to execute an agreement with the Capitola Village and Wharf Business Improvement Area for use of the City Hall Community Room for the next three years. ***(Pulled for discussion by Council Member Clarke)***

Assistant to the City Manager Woodmansee presented the staff report.

Public Comment:

- Speaker***

Motion to authorize the City Manager to execute an agreement with the BIA for use of the City Hall Community Room for a period of three years: Council Member Orbach

Second: Council Member Clarke

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

9. Adjournment

The meeting adjourned at 7:51 PM. The next regularly scheduled City Council meeting is on February 12, 2026, at 6:00 PM.

Margaux Morgan, Mayor

ATTEST:

Julia Gautho, City Clerk

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: City Manager Department

Subject: Fifth Amendment to Library Joint Powers Agreement



Recommended Action: Authorize the City Manager to execute the fifth amendment to the Joint Powers Agreement for Library Services between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley, extending the term effective January 1, 2026 through June 30, 2032.

Background: The Santa Cruz Public Libraries (SCPL) Joint Powers Authority (JPA) is a legal agreement between the County of Santa Cruz and the Cities of Santa Cruz, Capitola, and Scotts Valley. The JPA was formed in 1996 and oversees the operations and policies. A separate JPA, the Santa Cruz County Library Financing Authority, provides funding for the library system. The SCPL JPA oversees 10 library branches throughout the County and three cities, and the City of Santa Cruz provides contracted administration services to the library system.

The Fifth Amendment to the JPA between the City of Santa Cruz and the County of Santa Cruz and the Cities of Capitola and Scotts Valley relating to Library Services (Fifth Amendment) extends the term from January 1, 2026 through June 30, 2032, to align with the Santa Cruz County Library Financing Authority. The Library Joint Powers Authority Board of Directors accepted and filed the Fifth Amendment at its December 12, 2025, meeting and forwarded it to member agencies for approval.

Discussion: The Fifth Amendment (Attachment 1) extends the term of the Library Joint Powers Authority (LJPA) to align with the current term of the Library Financing Authority (LFA). The LJPA's new term will be effective January 1, 2026 through June 30, 2032. No other changes are proposed.

Fiscal Impact: None.

Attachments:

1. Proposed Fifth Amendment
2. Fourth Amendment, signed December 2016

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

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

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

**FIFTH AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN
THE CITY OF SANTA CRUZ AND THE COUNTY OF SANTA CRUZ
AND THE CITIES OF CAPITOLA AND SCOTTS VALLEY,
RELATING TO LIBRARY SERVICES**

This Fifth Amendment to the Joint Powers Agreement is effective as of January 1, 2026 once it has been duly approved and executed by all parties hereto by and among the County of Santa Cruz ("County"), the City of Santa Cruz ("Santa Cruz"), the City of Capitola ("Capitola"), and the City of Scotts Valley ("Scotts Valley"), each duly organized and existing under the laws of the State of California.

Recitals

1. Whereas, the above-referenced parties (collectively, "Parties") executed a Joint Powers Agreement relating to the provision of library services within the cities of Santa Cruz, Capitola and Scotts Valley and the unincorporated area of Santa Cruz County through the establishment of a Library Services Joint Powers Authority ("LJPA" or "Services Authority") with an effective date of June 24, 1996 ("the 1996 Agreement"); and
2. Whereas, the Parties entered into amendments to the 1996 Agreement: First Amendment in or about June 1998, a Second Amendment in or about November 1999, Third Amendment in or about June 2007; and
3. Whereas, the Parties entered into a Fourth Amendment to the 1996 Agreement on or about December 16, 2015 ("Fourth Amendment" or "2015 LJPA Agreement"), which replaced and superseded the terms of the original 1996 Agreement and the prior three amendments thereto. The term of the 2015 LJPA Agreement expires on December 31, 2025; and
4. Whereas, the Parties agree to enter into this Fifth Amendment to the 1996 Agreement to extend the term of the 2015 LJPA Agreement, as specified herein.

AGREEMENT

NOW, THEREFORE, it is agreed between the Parties to incorporate the above Recitals hereto, and that the Parties agree to the following:

1. Section "4.Term" of the 2015 LJPA Agreement is hereby amended to extend the term from January 1, 2026 through June 30, 2032.
2. Except as amended by this Fifth Amendment, all other applicable terms and conditions of the 2015 LJPA Agreement shall remain in full force and effect. The terms of this Fifth Amendment shall control if any conflict exists.
3. Each party acknowledges that it has reviewed this Fifth Amendment and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Fifth Amendment.
4. The unenforceability, invalidity or illegality of any provision(s) of this Fifth Amendment shall not render the other provisions unenforceable, invalid or illegal.

5. The Parties may execute this Fifth Amendment in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

6. The signatories to this Fifth Amendment warrant and represent that each is authorized to execute this Fifth Amendment and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Fifth Amendment.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

COUNTY OF SANTA CRUZ

Dated: _____

By: _____
Nicole D. Coburn
County Executive Officer, Santa Cruz County

ATTESTED:

By: _____
Clerk of the Board

Approved as to form:

Signed by:
 1/22/2026
2336E053FF38435...
Office of the Santa Cruz County Counsel

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

CITY OF SANTA CRUZ

Dated: _____

By: _____
Matt Huffaker, City Manager

ATTESTED:

By: _____
City Clerk

Approved as to form:

Office of the Santa Cruz City Attorney

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

CITY OF CAPITOLA

Dated: _____

By: _____
Jamie Goldstein, City Manager

ATTESTED:

By: _____
City Clerk

Approved as to form:

Capitola City Attorney

IN WITNESS WHEREOF, the Parties have caused this Fifth Amendment to be effective as of the first date written above and is executed and attested by their proper officers thereunto duly authorized on the day and year stated below.

CITY OF SCOTTS VALLEY

Dated: _____

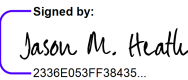
By: _____
Mali LaGoe, City Manager

ATTESTED:

By: _____
City Clerk

Approved as to form:

Scotts Valley City Attorney

Certificate Of Completion		
Envelope Id: E13235CF-BCF2-4657-A6FE-8BA10D7E2C75	Status: Completed	
Subject: Complete with Docusign: LJPA_Fifth_Amendment_Jan26.pdf		
Source Envelope:		
Document Pages: 6	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Nicole Coburn
AutoNav: Enabled		701 Ocean Street
Envelopeld Stamping: Enabled		Santa Cruz, CA 95060
Time Zone: (UTC-08:00) Pacific Time (US & Canada)		Nicole.Coburn@santacruzcountyca.gov
		IP Address: 63.194.190.249
Record Tracking		
Status: Original	Holder: Nicole Coburn	Location: DocuSign
1/22/2026 5:17:35 PM	Nicole.Coburn@santacruzcountyca.gov	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign
Signer Events	Signature	Timestamp
Jason M. Heath	<div> <div>Signed by:</div> <div>  </div> <div>2336E053FF38435...</div> </div>	Sent: 1/22/2026 5:19:17 PM
Jason.Heath@santacruzcountyca.gov		Viewed: 1/22/2026 5:23:27 PM
County Counsel		Signed: 1/22/2026 5:26:39 PM
County of Santa Cruz		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 63.194.190.50	
Electronic Record and Signature Disclosure: Accepted: 1/22/2026 5:23:27 PM ID: 54ed8ddd-2f02-4846-863f-e83f6758e47f		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Juliette Rezzato	<div> <div>COPIED</div> </div>	Sent: 1/22/2026 5:26:40 PM
Juliette.Rezzato@santacruzcountyca.gov		Viewed: 1/22/2026 5:28:08 PM
Chief Deputy Clerk of the Board of Supervisors		
County of Santa Cruz		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 5/11/2022 7:47:21 AM ID: 050883f5-a40c-4427-bdbd-fa282a697a25		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/22/2026 5:19:17 PM

Envelope Summary Events**Status****Timestamps***Item 7 B.*

Certified Delivered

Security Checked

1/22/2026 5:23:27 PM

Signing Complete

Security Checked

1/22/2026 5:26:39 PM

Completed

Security Checked

1/22/2026 5:26:40 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.

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**FOURTH AMENDMENT TO THE JOINT POWERS AGREEMENT BETWEEN
THE CITY OF SANTA CRUZ AND THE COUNTY OF SANTA CRUZ
AND THE CITIES OF CAPITOLA AND SCOTTS VALLEY,
RELATING TO LIBRARY SERVICES**

This Fourth Amendment to the Joint Powers Agreement is entered into on the date by which it has been duly approved and executed by all parties hereto by and among the County of Santa Cruz ("County"), the City of Santa Cruz ("Santa Cruz"), the City of Capitola ("Capitola"), and the City of Scotts Valley ("Scotts Valley"), each duly organized and existing under the laws of the State of California.

Recitals

Whereas, the Parties executed a Joint Powers Agreement relating to library services with an effective date of June 24, 1996 ("the 1996 Agreement"); and

Whereas, the 1996 Agreement was amended for the first time in or about June 1998, amended for the second time in or about November 1999, and amended for the last time in or about June 2007; and

Whereas, the Parties have determined that it would be to their mutual advantage, and in the best interest of their respective citizens, to continue to join together to provide library services under a single comprehensive Santa Cruz City/County Library System ("Library System"); and

Whereas, the Parties desire to modify the terms and conditions under which the Library System is operated and it is intended that this Agreement shall supersede and replace the 1996 Agreement, including all amendments thereto; and

Whereas, in 2008 the County Board of Supervisors and more than two-thirds of voters approved a permanent extension of the ¼ cent sales tax for public library funding purposes; and

Whereas, the County Library Fund is under the jurisdiction of the County and collects property tax funds from the unincorporated areas of the County as well as the cities of Capitola and Scotts Valley, for the provision of library services to the residents in those areas; and

Whereas, the County and the cities of Capitola and Scotts Valley have authority to provide library services within their jurisdictions; and

Whereas, all Parties agree it would be desirable to include all the cities within the County Library Fund in the governance of the Library System; and

Whereas, pursuant to the Joint Exercise of Powers Act (the "Act") set forth in Chapter 5, Division 7 of Title 1 of the Government Code of the State of California (Sections 6500 et seq.), the Parties may contract for the exercise jointly of any power common to all;

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Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties to this Agreement agree as follows:

1. Definitions

Unless the context otherwise requires, the terms defined in this section have the meanings herein specified.

"1996 Agreement" means the original Joint Powers Agreement Between the City of Santa Cruz and the County of Santa Cruz and the cities of Capitola and Scotts Valley, Relating to Library Services, with an effective date of June 24, 1996.

"Act" means the Joint Exercise of Powers Act, constituting Chapter 5 of Division 7 of Title 1 of the California Government Code, commencing with Section 6500 of said Code.

"Agreement" means this Fourth Amendment to the 1996 Agreement, as it may be amended from time to time.

"Branch" or "Branches" means a facility where library services are delivered.

"Cities" means, collectively, the Cities of Santa Cruz, Capitola and Scotts Valley.

"Commission" means the Library Advisory Commission established in Section 5 (B).

"Commissioner" means an individual member of the Library Advisory Commission, as set forth in Section 5 (B).

"Commissioners" means, collectively, all the members of the Library Advisory Commission, as set forth in Section 5 (B).

"County" means the County of Santa Cruz.

"Director" means an individual member of the Governing Board, as set forth in Section 5 (A).

"Directors" means, collectively, all the members of the Governing Board, as set forth in Section 5 (A).

"Governing Board" means the Library Joint Powers Board established in Section 5 (A).

"Jurisdiction" or "Jurisdictions" means the County, Cities or any combination thereof.

"Library System" means the Santa Cruz City/County Library System.

"Party" means an individual party to the Agreement.

"Parties" means, collectively, all the parties to the Agreement, being the Cities and the County.

"Proposed Budget" means the proposed operating and capital budget for the Library System.

"Services Authority" means the Joint Powers Authority created by the 1996 Agreement, and continued by this Agreement, to provide library services.

2. Purpose of Agreement and Parties

The Parties to this Agreement, with the approval of their respective legislative bodies, hereby join together for the purpose of providing extended library services within their communities by the Services Authority to exercise the powers described herein.

3. Powers and Duties

A. Powers of Services Authority.

The Services Authority shall have all powers which a joint powers authority may exercise under the Joint Powers Act (including powers which are common to the Parties in accordance with Section 6502 of the Joint Powers Act), and all powers granted to it as a public agency under the laws of the State of California (including but not limited to the powers set forth in Chapter 12, Division 6, Title 1 of the California Government Code, commencing with Section 5920 of said Code), solely for the purpose of carrying out the purposes for which the Services Authority has been established. The Services Authority is hereby authorized, in its own name, to do all acts necessary to accomplish the following purposes:

- (1) To exercise jointly the common powers of its Parties to provide public library services.
- (2) With the approval of each Party, to participate in financing or refinancing library facilities or services in accordance with State law.
- (3) To make and enter into contracts necessary to the full exercise of its powers.
- (4) To employ agents and employees including attorneys and other professionals.
- (5) To contract for the services of attorneys, administrative support, planners, financial consultants, and other persons as it deems necessary.
- (6) To manage, maintain, operate, lease and use any library facilities.
- (7) To acquire, hold, lease, receive by grant, gift, devise or bequest and dispose of property, equipment and supplies.
- (8) To incur debts, liabilities or obligations subject to limitations herein set forth.
- (9) With the approval of each Party, to levy and collect taxes or assessments and issue debt as may be statutorily authorized.
- (10) With the approval of each Party, to levy and collect special capital assessments as may be statutorily authorized.
- (11) To sue and be sued in its own name.
- (12) To adopt, modify and collect fees and fines.

- (13) To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid necessary for the Services Authority's full exercise of its powers from any agency of the United States of America, the State of California, or any other public or private entity.
- (14) To accept and receive gifts, contributions, donations and bequests of property, funds, services and other forms of assistance as necessary for the Services Authority's full exercise of its powers.
- (15) To administer, to the fullest extent not prohibited by law, any trust declared or created for the Services Authority.
- (16) To receive by grant, gift, devise or bequest and hold in trust or otherwise, property situated in this State or elsewhere and, where not otherwise provided, dispose of the property for the benefit of the Services Authority.
- (17) To perform all acts necessary and properly to carry out fully the purpose of this Agreement and not inconsistent with any other provision of law.
- (18) To join a Joint Powers Authority to pool library services, financing, risk and/or liabilities with other public entities.

B. Limitation on Imposition of Taxes or Assessments.

The provisions of Section 3.A notwithstanding, the Services Authority shall have no power to impose taxes or assessments within any Party's jurisdiction unless the Party's legislative body first passes a resolution consenting to the tax or assessment.

C. Limitation on Issuance of Debt.

The provisions of Section 3.A notwithstanding, the Services Authority shall have no power to issue debt unless the legislative body of each Party first passes a resolution consenting to the issuance of the debt.

D. Additional Powers to be Exercised.

In addition to those powers common to each of the Parties, the Services Authority shall have those powers that may be conferred upon it by subsequently enacted legislation.

E. Restrictions on Exercise of Powers.

The powers of the Services Authority shall be exercised in the manner provided in the Act and as needed to implement the purposes of this Agreement. Only those powers explicitly authorized pursuant to this Agreement may be exercised under this Agreement.

F. Obligations of Services Authority.

Any obligations of the Services Authority shall not be obligations of the Parties.

4. Term

A. Effective Date.

This Agreement shall commence upon the execution of this Agreement by the parties hereto, and shall be operative upon receipt by the Services Authority of funds from the Santa Cruz County Library Financing Authority. The Agreement shall continue and remain in effect through December 31, 2025.

B. Termination/Withdrawal.

An individual Party may withdraw from this Agreement by the giving of one year written notice no later than July 1 of any given year of its intent to withdraw from the Services Authority effective on July 1 of the next year. Upon withdrawal, such Party shall take on the obligation to provide all library services within its jurisdiction. Withdrawal by the County or the City of Santa Cruz shall terminate the Agreement.

C. Effect of Termination/Withdrawal.

Each Party shall, upon termination or withdrawal, remain liable for the branches within its jurisdiction and its share of any outstanding debt service based on the percentage of the proceeds from the debt which was allocated to each jurisdiction. Taxes or assessments that have been imposed within any Party's jurisdiction will continue and be paid to that Party. In addition, each Party shall remain liable for its proportionate share of legal fees and costs, including payment of open claims made after the termination of the Agreement based upon incidents which occurred when the Agreement was in effect. Each Party's proportionate share of legal fees and costs will be based on the then current population ratios of the Parties.

5. Board and Commission

A. Governing Board.

There is hereby created the Library Joint Powers Board, which shall be responsible for administering this Agreement and overseeing the day-to-day operations of the Library System. The Governing Board shall consist of the following Directors:

- (1) The County Administrative Officer, or his/her designee, from the County of Santa Cruz.
- (2) The City Manager, or his/her designee, from the City of Santa Cruz.
- (3) The City Manager, or his/her designee, from the City of Capitola.
- (4) The City Manager, or his/her designee, from the City of Scotts Valley.

Actions of the Governing Board shall be effective upon approval of three Directors with the exception of the following actions which require the unanimous approval of all four Directors:

- (1) Financial transactions as set forth in Section 3 (A) (8), Section 3 (A) (9) and Section 3 (A) (10).
- (2) Appointment of the Director of Libraries as set forth in Section 6 (A).

- (3) Contracts with Parties for library personnel as set forth in Section 6 (B).
- (4) Contracts for support and financial services as set forth in Section 7 and Section 10 (C).
- (5) Approval of the Final Budget as set forth in Section 8.
- (6) Changes in Board adopted service levels as set forth in Section 9.

The Governing Board shall select a chairperson and a vice-chairperson in January of each year, and shall meet quarterly or more frequently as determined by the Governing Board.

A quorum of the Governing Board shall consist of three Directors, or their designee, and shall be necessary to conduct business, except that less than a quorum may adjourn from time to time. The Governing Board may adopt, from time to time, such bylaws, meeting schedules, rules and regulations for the conduct of its meetings as are necessary. The Governing Board shall be governed by the requirements of the Ralph M. Brown Act.

A Director shall cease to participate in the Governing Board if she/he ceases to be an employee in the designated capacity of the Party she/he represents, or if the entity ceases to be a Party to this Agreement.

B. Library Advisory Commission.

The Governing Board shall be advised by a Library Advisory Commission. The Commission shall consist of the following Commissioners who must be registered voters:

- (1) Three residents of unincorporated Santa Cruz County appointed by and serving at the pleasure of the County Board of Supervisors, with one each from Supervisorial Districts 1, 2 and 5.
- (2) Two Santa Cruz city residents appointed by and serving at the pleasure of the Santa Cruz City Council.
- (3) One Capitola resident appointed by and serving at the pleasure of the Capitola City Council.
- (4) One Scotts Valley resident appointed by and serving at the pleasure of the Scotts Valley City Council.

Commissioners should reflect the diverse interests of the Library System including a wide cross-section of ages, ethnicities and backgrounds as well as representation in the areas of technology, education and business, or other areas identified by the Governing Board. Elected members of each jurisdiction are not eligible for appointment to the Commission.

Each Commissioner shall serve a four-year term, except that the terms of the initial Commissioners shall be staggered to end at 36 months and 48 months, respectively, so as to ensure continuity among the Commissioners. The initial Commissioners shall draw lots to establish the lengths of their respective terms. Each Commissioner shall be limited to two terms. Commissioners replacing a Commissioner mid-term shall be limited to serving one additional term after completion of the remainder of the original term.

The Commission is advisory only and is intended to be a voice of the community to provide advice and feedback to the Governing Board and the Director of Libraries. The Commission will review programs and services and make necessary recommendations as they pertain to the provision of these programs and services. The Commission will prepare an annual report for consideration by the Governing Board.

The Commission shall select a chairperson and a vice-chairperson in January of each year, and shall meet at least quarterly to develop recommendations to the Governing Board on Library System hours, organization and services.

A quorum of the Commission shall consist of a majority of Commissioners and shall be necessary to conduct business, except that less than a quorum may adjourn from time to time. The Commission may adopt, from time to time, such bylaws, meeting schedules, rules and regulations for the conduct of its meetings as are necessary. The Commission shall be governed by the requirements of the Ralph M. Brown Act.

6. Employees

A. Director of Libraries.

The Director of Libraries shall be hired by the Services Authority and serve pursuant to the terms of an employment contract. The unanimous approval of the Directors of the Governing Board is required to hire the Director of Libraries. The contract between the Director of Libraries and the Services Authority shall outline details of compensation and benefits. The contract may be administered by a Party under contract with the Services Authority.

The Director of Libraries shall be responsible for the efficient administration and supervision of the Library System. The Director of Libraries shall serve as staff to the Governing Board and Commission, and shall cooperate to assist the Directors and Commissioners in performing their responsibilities. The Director of Libraries shall cause a notice of this Agreement to be filed with the Secretary of State pursuant to the Act.

The Governing Board shall be responsible for the day to day supervision of the Director of Libraries. The performance of the Director of Libraries shall be appraised annually by the Governing Board, which shall solicit written comments from each Director and Commissioner.

The Director of Libraries shall upon request make presentations to the Board of Supervisors and City Councils of each jurisdiction to present matters relative to the Library System. In addition, upon request of a Party, the Director of Libraries shall make written and oral reports to the elected body of each Party on the status of public library services.

In addition to the other powers and duties specified in this Agreement, the Director of Libraries shall have the power:

- (1) Under the policy direction of the Governing Board, to plan, organize and direct all Services Authority activities.
- (2) To develop a proposed operating and capital budget.

- (3) To authorize expenditures within the amounts authorized by the Governing Board and subject to the appropriations and limitations of the approved budget.
- (4) To make recommendations to and requests of the Governing Board concerning all matters that are to be performed, done or carried out by the Governing Board.
- (5) To make recommendations to and requests of the Commission concerning all matters that are to be performed, done or carried out by the Commission.
- (6) To have charge of, handle or have access to any property of the Services Authority.
- (7) To apply and negotiate for and administer grants and subventions from the State or federal governments or other funding sources. All applications requiring matching or contributory funds must be approved by the Governing Board.
- (8) To determine what books and other library materials and equipment shall be purchased, as provided by California Education Code Section 19146, subject to budgetary limitations.
- (9) To serve as the purchasing agent for the Services Authority.
- (10) To hire, supervise, discipline and dismiss as necessary any employees of the Services Authority.
- (11) To work cooperatively with the applicable Parties to hire, supervise, discipline and dismiss as necessary any employees of the Parties contracted to provide staff to the Library System in accordance with the rules and regulations of the contracting Parties.

B. Other Library Staff

The Services Authority may directly employ library personnel or contract with one or more of the Parties to meet the staffing requirements of the Library System. Any contract with a Party or Parties for library staffing shall require the unanimous approval of the Directors of the Governing Board. In the event that the Services Authority begins employing library personnel upon termination of any contract with a Party or Parties previously providing library staffing, the Services Authority will be recognized as a Successor Employer to the Party or Parties in accordance with the National Labor Relations Board (NLRB) successor doctrine.

7. Support Services

The Services Authority may obtain support services including legal counsel, accounting, purchasing, treasury, human resources, payroll and other services from the Parties or private entities at cost by the most cost effective and service efficient method available, as determined by the Governing Board. Any such arrangement shall require a written agreement as to the terms and shall require review annually unless a longer term is agreed to by the unanimous approval of the Directors of the Governing Board.

8. Annual Budget Process

Each year, the Services Authority shall adopt an annual budget no later than June 30 for the upcoming July 1 to June 30 fiscal year that delineates the planned revenues and expenditures of the Library System.

A. Consideration of Library Service and Budget Priorities.

The annual budget process for the Library System shall commence no later than March 31 for each year with a Governing Board meeting for the purpose of considering the service and budget priorities for the upcoming fiscal year.

B. Development of Proposed Library Budget.

The Director of Libraries shall prepare the proposed operating and capital budget for the upcoming fiscal year.

C. Public Hearing on Proposed Budget.

The Services Authority shall hold a public hearing on the Proposed Budget which shall be held no later than May 31. Copies of the Proposed Budget shall be available for public inspection at least ten days prior to the public hearing.

At the conclusion of the public hearing, the Governing Board shall request such supplemental reports as it deems appropriate and schedule final action on the Proposed Budget for a public meeting to be held no later than June 30.

D. Approval of Final Budget.

Notwithstanding any other provision of this Agreement, the unanimous approval of the Directors of the Governing Board shall be required to approve and adopt the Final Library Budget for the upcoming fiscal year. If the Governing Board has not reached agreement by July 1 of the new fiscal year, the previous year's Final Budget will remain in effect until a new budget is approved. However, if the Governing Board has not reached agreement and revenues decline, then the previous year's Final Budget will be in effect with proportionate cuts based on Board adopted service levels.

9. Library Policies

All policies relating to the provision of library services, including hours, organization, staffing levels and type, and other services, shall be determined by the Governing Board with a goal of maintaining a ten (10) branch system, in addition to the bookmobile, virtual services or other service delivery methods as deemed appropriate, that strives to provide equitable service based upon agreed upon metrics. Current policies with respect to the library shall continue in full force and effect until changed by the Governing Board.

10. Finances

A. Revenues.

The library services provided through this Agreement shall be funded through funds made available to the Services Authority by the Santa Cruz County Library Financing Authority. The Parties agree that any resident of Santa Cruz County, regardless of residence location, shall have free access to the library facilities, materials and services of the Library System.

B. Supplemental Revenues.

Each participating City and the County may supplement revenues to provide for enhanced services at individual library facilities.

C. Treasurer-Controller.

Pursuant to Section 6505.5 and 6505.6 of the Joint Powers Act, the Governing Board will select and contract with an individual (hereinafter "the Treasurer-Controller") to perform the functions of the treasurer and the functions of the auditor of the Services Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Act, the Treasurer-Controller shall have custody of, handle and have access to all accounts, funds and money of the Services Authority from whatever source and all records of the Services Authority relating thereto.

The Treasurer-Controller of the Services Authority is hereby designated as the public officer or person who has charge of, handles, or has access to any property of the Services Authority. The Treasurer-Controller shall file an official bond in the amount of \$25,000 as required by Section 6505.1 of the Joint Powers Act; provided, that such bond shall not be required if the Services Authority does not possess or own property or funds with an aggregate value of greater than \$500 (excluding amounts held by a trustee or other fiduciary in connection with any Bonds). So long as required by Section 6505 and Section 6505.5 of the Joint Powers Act, every year during the term of this Agreement the Treasurer-Controller of the Services Authority shall prepare or cause to be prepared an independent audit to be made by a certified public accountant, or a public accountant, as required under Sections 6505, 6505.5, and 6505.6 of the Joint Powers Act.

11. Mutual Indemnification and Insurance**A. Mutual Defense and Indemnification of Parties and Employees.**

Except as otherwise specified in this Section, each Party and the Services Authority, respectively, shall defend, indemnify, and hold harmless one another against any and all claims, actions, losses, liability or expense (including attorney's fees) arising out of, or based upon, the acts or omissions of the Services Authority or any Party in executing the powers of the Services Authority. Notwithstanding the foregoing, to the full extent permitted by law, the Services Authority shall defend, indemnify and hold harmless any Party, including but not limited to a party whose employees serve as staff to the Library System, and any person who is or was a Director of the Governing Board, or an officer, employee or other agent of the Services Authority or a Party, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any legal proceeding related to the work of the Services Authority, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Services Authority may, but is not required to, provide for indemnification and defense of a Director of the Governing Board, or an officer, employee or other agent of the Services Authority to the extent permitted by law.

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B. Liability Insurance.

The Services Authority shall purchase a General Liability Insurance policy with coverage in the minimum amount of \$2,500,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability. The named insured shall be the Services Authority and, accordingly, the Services Authority shall have responsibility for exercising all rights conferred by the insurance policy upon the insured.

C. Casualty Insurance.

Each Party shall insure the Library System buildings situated within their respective jurisdictions against casualty losses. The cost for insuring such buildings shall be considered direct costs, and shall be borne by the Party within whose jurisdiction the building is located, provided, however, that the cost of insurance coverage on the Downtown Branch building shall be shared as a system-wide cost.

D. Uninsured Claims

Any uninsured costs of providing liability defense, including payments for legal fees and costs and including payment of adjusted and settled claims and judgments must be approved by the Parties. Where it is necessary to employ special legal counsel given the nature of the claim, the Services Authority shall select said special legal counsel. Legal counsel shall report to the Services Authority with respect to said claims in recognition of the Services Authority's status as defendant and client. Legal counsel shall therefore enjoy an attorney-client privilege with the Services Authority and the Services Authority shall have the authority to make all decisions for which a client is customarily responsible in an attorney-client relationship, including final decisions with respect to the adjustment and settlement of uninsured claims and the rejection of settlement offers.

E. Closed Sessions

All information received by the Governing Board in a closed session related to the information presented to the Governing Board shall remain confidential. In accordance with California Government Code Section 54956.96, however, a Director may disclose information obtained in a closed session that has direct financial or liability implications for a Party to the following individuals:

- (1) Legal counsel to that Party for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Party; and
- (2) Other members of the legislative body of that Party present in a closed session of that Party.

12. Distribution of Assets upon Termination/Withdrawal**A. Services Authority Assets.**

The Services Authority's assets shall be distributed to the Parties upon the termination of this Agreement or withdrawal by a Party as herein provided. Within one hundred and twenty days (120) after notice of termination of this Agreement, or withdrawal

from this Agreement, the Parties shall agree on a method of inventory and valuation of all assets of the Library System to be apportioned to the Parties, and shall cause the completion of such inventory and valuation within six (6) months after notice of termination or withdrawal. The costs of such inventory and valuation shall be a Library System cost under this Agreement. In determining specific assets to be distributed to the Parties, the Parties agree that every effort shall be made to first distribute to each Party those assets then located within that Party's jurisdiction, and ensure the assets are evenly divided based on the then current population ratios of the Parties. The remaining assets shall then be apportioned and distributed as deemed most convenient to the Parties. The Services Authority shall freely share its catalogue and other information regarding library materials with all Parties.

B. Special Collections.

It is understood and agreed that the apportionment and allocation of assets pursuant to this paragraph shall not result in the separation or breaking up of the Downtown Branch reference collection, periodical backfiles, local history collection, or Californiana collection. All of these collections and materials shall remain the property of the City of Santa Cruz. Further, the Parties (or, if necessary, the arbitrator referenced in Section 14) shall honor all special conditions and agreements imposed by donors of special collections to the Library System.

13. Construction of Library Facilities

Whenever a Party remodels, renovates or constructs a facility to be operated by the Services Authority, the Director of Libraries shall advise the Party in all matters regarding the site, design and construction of the facility. The Party and the architects retained by the Party shall consult with the Director of Libraries or his/her designee as often as the latter deems necessary to the proper exercise of his/her responsibilities. The Party shall obtain advance written approval from the Director of Libraries of all plans and specifications, including furnishings, for the inside of the facility.

The Party which selects or approves the architect and oversees the construction of a branch library shall be financially responsible for any and all construction defects and shall have an obligation to correct the defects within a reasonable period following the discovery of the defect.

14. Arbitration

The Parties agree to submit to arbitration in accordance with this paragraph any impasse or other inability to agree upon any of the following matters:

- (A) Division and distribution of assets pursuant to Section 12 of this Agreement;
- (B) Any other matters which the Parties mutually agree to submit to arbitration.

Upon request in writing by any Party that any of the above-listed matters be submitted to arbitration, the Governing Board shall meet to attempt to resolve the dispute and to agree upon an arbitrator if the dispute is not otherwise resolved. In the event the dispute is not resolved and no agreement is reached on the selection of an arbitrator within thirty days of the request for arbitration, then the Parties shall request the Presiding Judge

of the Superior Court of Santa Cruz County appoint an independent arbitrator. Each of the Parties shall pay an equal share of the fees and expenses of the arbitrator.

Except as provided in this Agreement, any arbitration arising hereunder shall be conducted in accordance with the California Arbitration Act (Section 1280, et seq., of the California Code of Civil Procedure.)

15. Amendments

This Agreement may only be amended with the unanimous consent of the Parties. Any Party proposing to amend this Agreement shall give notice of its intent to propose an amendment at any meeting of the Governing Board at least 60 days prior to the date upon which the proposed amendment, if adopted by the Governing Board, would take effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

COUNTY OF SANTA CRUZ



County Administrative Officer

Dated: 12/15/15, 2015

ATTESTED



Clerk of the Board

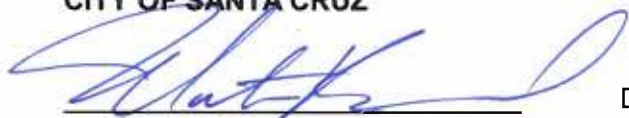
Approved as to Form:



County Counsel

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF SANTA CRUZ



City Manager

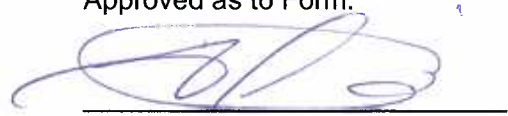
Dated: Dec. 16, 2015

ATTESTED



City Clerk

Approved as to Form:




City Attorney

238

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

CITY OF CAPITOLA



City Manager
Benjamin Goldstein

Dated: 12-16, 2015

ATTESTED



City Clerk

Susan Sneddon


Approved as to Form:



City Attorney

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year stated below. This Agreement may be signed in counter parts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement.

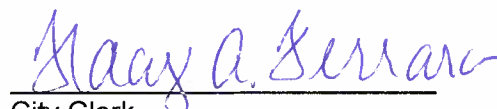
CITY OF SCOTTS VALLEY



City Manager


Dated: December 16, 2015

ATTESTED



City Clerk

Approved as to Form:



City Attorney

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: City Manager Department

Subject: Capitola Administrative Policies



Recommended Action: Receive report and revoke the following policies: V-2: Government Access Channel 8 and V-3: Use of Display Cases on the Municipal Wharf Entrance Gate.

Background: The City of Capitola has more than 100 Administrative Policies, all of which are approved by either the City Manager or the City Council. The purposes of Administrative Policies are to establish new City programs or policies, set internal procedures for implementing those programs, set expectations of employee behavior and interaction, and confirm personnel procedures.

Policies that relate to employment relations and benefits often require a meet and confer process with Capitola's represented groups: the Association of Capitola Employees (ACE) and the Capitola Police Officers Association (CPOA). Most policies are under the City Manager's authority to approve and/or modify, but some require City Council approval.

On December 11, 2025, Council Member Westman requested that staff review and determine how to make policies more accessible to the public.

Discussion: Staff has reviewed the City's Administrative Policies and revoked four due to their age and irrelevance. Staff also identified five policies to update as time allows, one of which (I-20: Board, Commission, and Committee Guide) will require City Council review and approval. Staff will return with a red-lined I-20 that includes recommended edits before the end of the year.

Staff recommends that the City Council revoke two policies listed below:

- V-2: Government Access Channel 8 (Attachment 1)
- V-3: Use of Display Cases on the Municipal Wharf Entrance Gate (Attachment 2)

Public Access:

On December 11, the Council asked that policies that affect the public be accessible on the City website. A portal of all adopted policies is currently available on the website under "City Services -> City Clerk's Office -> Public Records," however the location may not be particularly intuitive to members of the public.

Therefore, as part of the Citywide Website Update Project, staff is identifying ways to more clearly organize and present administrative policies. For example, when the new website launches, a dedicated webpage will be available for policies related to City Council members. Some policies that establish procedures affecting the public (such as how to participate in the Capitola Village Outdoor Dining Program) are already available on the City website and located on pages associated with the relevant program. Staff is currently assessing how to better organize and centralize this information to improve ease of access and public use.

The new website should launch before summer 2026. Prior to launch, staff will present Council with an overview of the new website, including how the administrative policies are accessed.

Fiscal Impact: None.

Attachments:

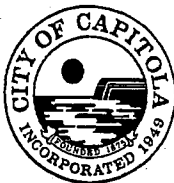
1. V-2: Government Access Channel 8
2. V-3: Use of Display Cases on the Municipal Wharf Entrance Gate

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



ADMINISTRATIVE POLICY

Item 7 C.

Number: V-2

Issued: 9/26/02

Jurisdiction: City Council

PROGRAMMING POLICY AND OPERATIONAL PROCEDURES FOR GOVERNMENT CHANNEL 8

I. PURPOSE:

The Government Access Channel (GAC) is a Public, Educational, Governmental (P.E.G.) Access Channel as provided for under the Cable Communications Act of 1984, Section 531, and the cable franchise agreement with the licensed franchisee serving the City of Capitola. The purpose of the GAC is for cablecasting government related television programs and **is not intended for general public use.**

II. GOALS & OBJECTIVES:

The following goals & objectives of the City of Capitola Government Access Channel are:

- A. Provide greater accessibility to and understanding of, City government by producing and distributing information about policies, procedures, resources, events, activities and services authorized by the City.
- B. To widen the dissemination of policies and activities of the legislative and advisory bodies and boards of the City of Capitola and City-supported agencies.
- C. To offer public information to the citizens about the various functions, services and programs performed by the various City Departments, boards and commissions.
- D. Post information about various City departments and services using the City Scroll.

III. PROGRAMMING POLICY

It is the policy of the City of Capitola to provide direct, non-editorial information to the citizens of Capitola concerning the operations and deliberations of the City government. Announcements for authorized municipal events or events directly or otherwise determined to be of significant municipal interest shall be allowed. Announcements for outside agencies shall generally not be permitted. Public Service Announcements for community spirited not-for-profit organizations may be considered and are subject to review by the City Manager. The City Council shall serve as the final approval body for resolving disputes for policy matters.

IV. ELIGIBLE USERS

Eligible municipal access users who may submit video service requests, pre-produced programming or requests for City scroll time include:

- A. City of Capitola elected officials
- B. City of Capitola boards and commissions upon approval of the board or commission
- C. City of Capitola special committees and task forces upon approval of the committee or task force.
- D. City of Capitola department heads or their designee
- E. Outside individuals or groups are not eligible unless sponsored by an eligible user listed above. All programming requests must come from the eligible users listed above, that is consistent with the City of Capitola's goals and objectives, and are subject to the rules and regulations of this policy.

V. CONTENT GUIDELINES

- A. Programming on the GAC shall be non-commercial and shall meet all applicable Federal, State and local laws.
- B. The City of Capitola permits live cablecast coverage only of City Council and Planning Commission meetings, tape delayed cablecast of the aforementioned, pre-produced programming and the City scroll.
- C. Eligible programming includes promotion of City events and services, emergency information, election programming, public safety information, public service announcements and programming produced by outside sources that is consistent with the City of Capitola's goals and objectives.
- D. Fund-raising or solicitations for donations, including the selling of promotional items is only allowed for City controlled and authorized activities.
- E. The names of sponsors of a video program or City event may only be shown at the end credits of a program. All sponsorships involving outside individuals or groups must be approved by the City Council.
- F. No obscene, indecent, libelous, slanderous, or illegal material are allowed on the Government Access Channel.
- G. City sponsored events may be promoted on the channel.
- H. NON-SECTARIAN PROGRAMMING: The channel will not cablecast any programming that promotes any particular religious group or belief.
- I. No materials designed to promote the sale of commercial products or services including advertising by and / or on behalf of candidates for public office.

- J. The person submitting a program for cablecast is responsible for securing all rights and clearances from all persons as may be necessary to transmit its program material over the cable television system.
- K. The City reserves the right to edit programs, if necessary, and to add disclaimers to programming, if appropriate.
- L. The City Council may at its discretion, review all denials for programming.

VI. Requests for City Scroll Time

- A. The City Scroll is a graphic video bulletin board publicizing only City services, events, employment opportunities and announcements pertaining to the public. All City Scroll messages must meet channel content goals and objectives and all other applicable rules and policies of the City. Qualified municipal access users may submit a request.
- B. Requests for scroll time (attachment 1) will be reviewed by the City Clerk for eligibility. Requests that clearly meet the City of Capitola requirements will be scheduled for airing on the channel.
- C. Users who have a request rejected may appeal to the City Manager.

VII. Requests for Air Time

- A. Qualified municipal access users may submit pre-produced programming for consideration for airing on the GAC. All requests for air time must be submitted to the City Manager on a "Request for Airtime" form (attachment 1) and a minimum of 30 days prior to requested air date.
- B. Requests for air time will be reviewed by the City Manager or his/her designee for eligibility. Requests that clearly meet the City of Capitola requirements will be scheduled for airing on the GAC.
- C. Users who have a request rejected may appeal to the City Council.
- D. Public meetings held in the Council Chambers by other governmental jurisdictions will not be covered live, or videotaped and aired unless authorized by the City Council in advance of the event, and if compensation is made to the City of Capitola for all expenses incurred for services provided.
- E. The City may at anytime cancel a scheduled program or change the airtime. When this happens, the City will make a reasonable effort to provide notice; however, the City reserves the right to cancel or reschedule programming without notice.

- VIII. **Election Programming:** The election programming policy of the City of Capitola shall be to provide direct non-editorial information to the citizens of Capitola concerning the operation and deliberation of local government. Information presented will be related to voter registration, deadlines for absentee ballots, reminders to vote on election day and actual texts of ballot measures.

Declared candidates for any elective office and persons advocating any cause, viewpoint, or proposed policy of a partisan nature will not be eligible to appear on the GAC 90 days prior to an election or unless they appear incidentally as part of a public meeting, or acting as part of their regular duties when such actions do not involve partisan policies.

All candidates for City Council may place a one (1) time meeting announcement during the 90 days prior to the election on the City Scroll.

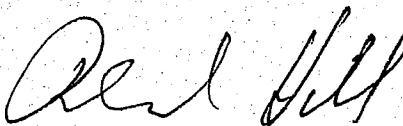
IX. **Hours of Operation:**

- A. **City Scroll:** The City Scroll runs 7 days a week, 24 hours a day except when other programming material is airing.
- B. **Pre-produced Programming:** Monday thru Friday, 8am to 8pm. Subject to the cable technicians availability, and Council & Planning commission meetings or as determined by the City Manager.
- C. **Live Programming:** All City Council & Planning Commission Meetings at their regularly scheduled time.

- X. **Use of Government Cable Channel Equipment:** The use of the GAC video equipment is restricted to City of Capitola authorized employees and other authorized cable technicians as approved by the City of Capitola.

- XI. **Fee for Service:** Outside individuals or groups who are sponsored are subject to fees. Cablecasting of pre-produced programs and the City Scroll will be on a direct cost reimbursable basis, including reasonable charges for administrative costs and equipment maintenance. For a current list of fees, see attachment 3.

This policy is approved and authorized by:



Richard Hill
City Manager

- Attachments: 1. City Scroll Request Form
2. Air Time Request Form
3. Current Fees
4. Waiver Form

RH:lgm

Request for Air Time: Government Access Television – City of Capitola

Your Name _____
Your Dept./ Sponsor (if required) _____
Address _____
City, State, Zip _____
Contact Phone Number _____
Email Address _____
Preferred Start Date _____
Preferred End Date _____
Preferred Start Time _____

Program Title: _____

Program Summary

Program Length: _____ hrs. _____ min.

Time-Sensitive: (circle one)

No Yes

Complete this section if the program must be aired within a specific time frame to maintain its relevance. Describe time-sensitive nature and date restrictions.

Waiver Release Form: I have read and understand the waiver release form, which I have signed and is attached to this application.

Your Signature: _____ Date: _____

Sponsor Signature: _____ Date: _____

FOR OFFICIAL USE ONLY

☐ Approved ☐ Not Approved Reason for Denial _____

City Manager Signature: _____

Request for City Scroll**Government Access Television – City of Capitola**

The Government Access Channel runs the City Scroll, which is a video bulleting board publicizing City services only, events, employment opportunities and announcements pertaining to the public. The Scroll runs twenty-four hours a day, seven days a week when other programming is not scheduled.

To submit your event, service, or announcement, you must fill in the application below. Be sure to include your contact phone number and extension. We cannot guarantee that your announcement will air. We reserve the right to edit your announcement.

Your Name _____
Your Dept./Organization _____
Address _____
City, State, Zip _____
Contact Phone Number _____
Email Address _____
Sponsor (if required) _____
Preferred Start Date _____
Preferred End Date _____

Note: If no stop date is indicated, the announcement will stop running 30 days from the date it is posted. Enter your announcement. Include a headline, lines of information, and contact info.

Headline _____
Line 1 _____
Line 2 _____
Line 3 _____
Line 4 _____
Contact Info _____

Your Signature: _____ Date: _____

Sponsor Signature: _____ Date: _____

FOR OFFICAL USE ONLY

☐ Approved ☐ Not Approved Reason for Denial _____

City Clerk Signature: _____

CURRENT FEES (9/26/02)

Outside individuals or groups who are sponsored are subject to fees.

Preprogramming: \$32.50 per hour, minimum of 3 hours.

City Scroll: \$26.43 per hour, minimum of 1 hour.

APPLICANT WAIVER FORM

1. I am thoroughly familiar with the content of the program material submitted for cablecast and agree that it complies with applicable federal and state statutes and regulations with regard to cable programming. The Program does not contain any material which is obscene; is intended to mislead or obtain money by false or fraudulent pretense; is related to any lottery or similar scheme offering prizes dependent upon chance; improperly invades the privacy of a citizen or puts someone in a false light; is libelous or slanderous; violates any copyright or trademark of any third party; contains any direct appeal for funds, support or property of value; promotes, endorses or refers to any business, service or product for which economic consideration was received; and/or designed or intended to promote the sale of commercial products, trade or services.
2. I have obtained all approvals, clearances, licenses, etc. which are needed for the Program. This includes, but is not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in or referred to in the Program material, and any other approvals that may be necessary to cablecast the Program.
3. I have paid, or will timely pay, all financial obligations (including residuals, union fees, license fees, etc.), owed to third parties in connection with the creation and cablecast of this Program.
4. I understand that I am responsible for the content of the Program and ensuring that the Program can be legally distributed. If any legal liability of any kind is caused by distributing the Program, I understand that it is my liability, not the City of Capitola's, or anyone else associated with the distribution. I agree to indemnify and hold harmless The City of Capitola and their agents, employees and representatives from any and all liability and injury (including reasonable attorneys fees and costs incurred in defending claims and potential claims, civil or criminal) arising from, or in connection with the Program, including but not limited to: alleged violations of laws, rules, regulations or other requirements of local, state and federal authorities; claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; claims for unauthorized use of any trademark, trade name or service mark or the like; alleged breaches of contractual or other obligations owing to third parties and criminal charges or threatened criminal charges against Indemnitees or any of them. This provision is limited by City of Capitola's policy concerning liability for attorneys fees in connection with obscene or defamatory material.
5. I understand that false or misleading statements made on this application are grounds for forfeiture of the privilege to use access channel(s).
6. I have read and am thoroughly familiar with the rules and procedures for the use of the City of Capitola's GAC and agree to abide by them. I hereby grant the City of Capitola permission to reproduce and transmit the Program at the City's discretion:

7. I agree that any damage or loss to the program matter submitted by me even though due to negligence or other fault of the City of Capitola, its agents, employees, representatives and affiliates will only entitle me to a like amount of blank videotape. Except for such replacement, the acceptance of videotape is without other warranty or liability and recovery for any incidental or consequential damages is excluded. **I understand that tapes left longer than 3 months will be recycled.**
8. I understand that my contact information below will be made available to the public in connection with the Program.

I have read, understand and will abide by the above policies. I am over 18 years of age.

Signature: _____

Date: _____



ADMINISTRATIVE POLICY

Number: V-3
Issued: 11/14/02
Jurisdiction: City Council

**Use of Display Cases on the
Municipal Wharf Entrance Gate**

I. PURPOSE

To establish a policy and procedure for the use of the two display cases on the entrance gate to the Capitola Municipal Wharf.

II. POLICY

The display cases on the both columns of the gate are primarily for the use of any and all business establishments leasing space from the City, on the Wharf, for the purpose of advertising their businesses, with the exception noted below. In case of any dispute on the use of space the City Manager shall be the final authority. All advertising must relate directly to the businesses on the Wharf and shall be in conformance with the Capitola City Municipal Codes and shall be approved by the City Manager's office. The business establishments shall be responsible for the development, maintenance, and updating of the material in this case, including all associated costs. No other signage will be allowed around the gate area, and all other signage on the Wharf must comply with City ordinances.

From time to time, the City Manager may notify the businesses of the need to use 33% of either or both display cases. The City Managers office must provide notice 10 working days in advance. The effected businesses will responsible for clearing the required portion of the case as needed by the City. Once the City's needs are complete the business may resume utilizing the entire display case.

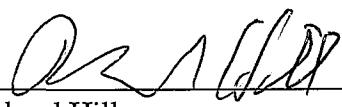
Any use of the either display case other than designated above must first be approved by the City Council.

To receive approval for display, a written request must be submitted at least 30 prior to display and all items recommended in the request for display must be identified and specifically described.

III. RESPONSIBILITY

The City Mangers office shall be responsible for implementation of this policy.

This Policy is Approved and Authorized by:



Richard Hill
City Manager

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: City Manager Department

Subject: Name Change for City-Owned Parking Lots Located Near City Hall



Recommended Action: Approve renaming the parking facilities currently known as “Beach and Village Parking Lots 1 & 2” to “City Upper Lot” and “City Lower Lot.”

Background: On March 28, 2013, the City Council approved the project scope, construction plans, and financing for the Lower Pacific Cove Parking Lot Project. As the project neared completion, the City Council considered operating guidelines for the new facility, and the Traffic and Parking Commission (which has since disbanded at City Council recommendation), evaluated naming options for both the upper and lower Pacific Cove parking lots.

At its January 18, 2014, meeting, the Traffic and Parking Commission unanimously recommended renaming the Upper and Lower Pacific Cove Parking Lots to “Beach and Village Parking Lots 1 & 2,” with the upper lot designated as Lot 1 and the lower lot as Lot 2. The recommendation was intended to better identify the lots as serving beach and Village visitors and to support operational needs such as permit issuance and parking management. The City Council subsequently approved this naming convention.

Since that time, the lots have continued to function as important public parking facilities supporting access to City amenities, including the beach and Village area.

Discussion: While the original naming recommendation was intended to assist visitors by identifying the lots with their intended purpose, experience over time has demonstrated that the names “Beach” and “Village” create unintended confusion. The parking lots are not located directly adjacent to either the beach or the Village and visitors unfamiliar with the area frequently interpret the names as indicating immediate proximity.

Each summer since 2014, Junior Guard participants have been provided with parking permits for the Beach and Village Parking Lot 2. The change was intended to reduce mid-day pick-up and drop-off traffic in the Village. While the change improved traffic conditions, the confusing naming of the lots has now led to unintended consequences: permit holders are parking in higher-cost Village spaces, believing they are complying with the rules when they are not.

Confusion between the names of the City-owned lots behind City Hall and the location of public parking spaces in Capitola Village has resulted in recurring wayfinding challenges, visitor inquiries, incorrect assumptions regarding walking distance and accessibility, and “free” use of higher-priced Village parking spots by some permit holders. The current naming convention can lead to frustration for visitors and increased staff time spent providing clarification, especially during the summer months when the Junior Guards program is in session.

Renaming the lots to “City Upper Lot” and “City Lower Lot” would provide clear, neutral, and geographically accurate identifiers. The proposed names maintain the existing distinction between the two facilities while removing references that imply a specific destination. The use of “Upper” and “Lower” reflects the physical relationship between the lots and is consistent with commonly used internal and operational terminology. Staff does not propose utilizing the term “City Hall Parking Lot” as most people identify City Hall parking as the smaller lot adjacent to Capitola Ave.

The proposed change would not alter the operational purpose of the lots, their role in supporting beach and Village access, or existing parking management practices. Rather, the change would improve clarity and reduce confusion while maintaining continuity in parking operations.

Staff recommends that the City Council approve renaming Beach and Village Parking Lot 1 to City Upper Lot, and Beach and Village Parking Lot 2 to City Lower Lot, for the following reasons:

- Improves wayfinding and reduces visitor confusion.
- Aligns lot names with their actual geographic location.
- Reduces staff time spent clarifying directions and parking locations.
- Provides clear, neutral naming that remains applicable over time regardless of surrounding land use changes.

Staff has discussed this recommendation with leadership from Capitola Village and Wharf Business Improvement Area nonprofit, and they support the change.

Implementation would include updating signage, City maps, website references, permit materials, and coordination with digital mapping platforms. Approximately five existing signs would need to be replaced to reflect the new lot names. Sign replacement is anticipated to cost approximately \$300 total and will be covered within the existing facilities budget. A brief public information effort is recommended to ensure a smooth transition and maintain public awareness of the change.

Fiscal Impact: None. Seasonal parking permits have not yet been printed (thus, we are not required to re-print at extra cost), and the cost to purchase updated parking lot signs is incorporated in the facilities budget.

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

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

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: Public Works Department

Subject: 41st Avenue Pavement Rehabilitation and Multimodal Improvements



Recommended Action: Approve the plans, specifications, and construction budget of \$1,700,000 for the 41st Avenue Pavement Rehabilitation and Multimodal Improvements Project; and authorize the Department of Public Works to advertise for construction bids.

Background: 41st Avenue is a key regional corridor serving local neighborhoods, commercial areas, and access to State Route 1. The corridor is included in the City's Pavement Management Program and has also been the focus of multimodal safety planning to improve conditions for people walking, biking, and driving.

In December 2023, the City was awarded \$1 million through the Santa Cruz County Regional Transportation Commission's Consolidated Regional Transportation Grant Program to support pavement rehabilitation and safety improvements along this corridor. In September 2024, the City Council approved a budget amendment allocating grant funds for design and permitting.

Because much of the project lies within the Caltrans right-of-way, the City was required to complete a Design Engineering Evaluation Report (DEER) and obtain a Caltrans Encroachment Permit. Design is now complete, Caltrans permits have been secured, and the project is ready to bid.

Discussion: Staff is requesting authorization to advertise the project for construction bids. The project will be bid using two scopes:

1. Base Bid – Construction work located entirely within Caltrans right-of-way.
2. Additive Alternate – The base bid scope plus pavement rehabilitation and minor striping improvements extending from Gross Road to Clares Street.

This bid structure allows the City to evaluate contractor pricing across the corridor in a single procurement and preserves flexibility at award without obligating the City to include the additive scope.

Construction is anticipated to occur primarily during nighttime hours to minimize impacts to traffic, businesses, and regional circulation along the corridor. Prior to construction, staff will conduct advance outreach to adjacent property owners and businesses to communicate the construction schedule, anticipated night work, and access considerations.

The broader 41st Avenue corridor planning effort is continuing as a separate, longer-term process being advanced outside of this construction project. The work proposed outside of Caltrans' right-of-way under this bid is limited to pavement rehabilitation and minor striping adjustments and is intentionally designed so as not to preclude or conflict with potential future corridor improvements. These improvements would not require removal or rework if future changes are implemented as part of the corridor planning effort.

CEQA: The project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 (Class 1 – Existing Facilities), 15302 (Class 2 – Replacement or Reconstruction), and 15304 (Class 4 – Minor Alterations to Land). The project involves pavement rehabilitation, restriping, bicycle and pedestrian improvements, curb ramp reconstruction, and signage upgrades within existing public right-of-way and does not result in an expansion of roadway capacity or changes to existing land use. No healthy, mature, or scenic trees would be removed. The project does not meet any of the exceptions to categorical exemptions listed in CEQA Guidelines Section 15300.2. A Notice of Exemption has been prepared and filed for the project.

Fiscal Impact: The construction budget for the project is \$1,700,000, which reflects the amount currently available for construction following completion of design, environmental clearance, and Caltrans permitting. The engineer's estimate indicates that total construction costs could range from approximately \$1.6 million to \$2.1 million, depending on bid pricing and whether the additive alternate is included.

A total of \$2,043,000 is budgeted for the project in FY 2025–26, which includes \$1,000,000 in Santa Cruz County Regional Transportation Commission grant funding and \$1,043,000 in local funds (State Route 1 funds and Measure D). Approximately \$350,000 has been budgeted and expended to date for design, environmental clearance, Caltrans permitting, and pre-construction activities, leaving approximately \$1.7 million available for construction.

If available funds are sufficient to construct the full project, staff will award the construction contract and proceed with outreach to affected businesses. If bid pricing exceeds available funding or other constraints arise, the project will be returned to the City Council for further direction.

Attachments:

1. Council Reference Plan Set (Selected Sheets)

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

SHEET No.	DESCRIPTION
1	TITLE SHEET AND LOCATION MAP
2-3	TYPICAL CROSS SECTIONS
4-5	LAYOUTS
6-7	CONSTRUCTION DETAILS
8-9	UTILITY PLANS
10	CONSTRUCTION AREA SIGNS
11-16	STAGE CONSTRUCTION AND TRAFFIC HANDLING PLANS
17-20	MOTORIST INFORMATION PLANS
21-23	MOTORIST INFORMATION QUANTITIES
24-25	PAVEMENT DELINEATION PLANS
26-27	PAVEMENT DELINEATION DETAILS
28-29	SIGN PLANS
30	SIGN DETAILS
31-42	SUMMARY OF QUANTITIES
43-46	ELECTRICAL PLANS

AN ENCROACHMENT PERMIT FROM THE COUNTY OF SANTA CRUZ MUST BE OBTAINED PRIOR TO BEGINNING OF WORK. AN ENCROACHMENT PERMIT MAY BE APPLIED FOR ON THE COUNTY'S WEBSITE AT:
<https://cdi.santacruzcountyca.gov/PublicWorks/TransportationRoads/Encroachments.aspx>

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON

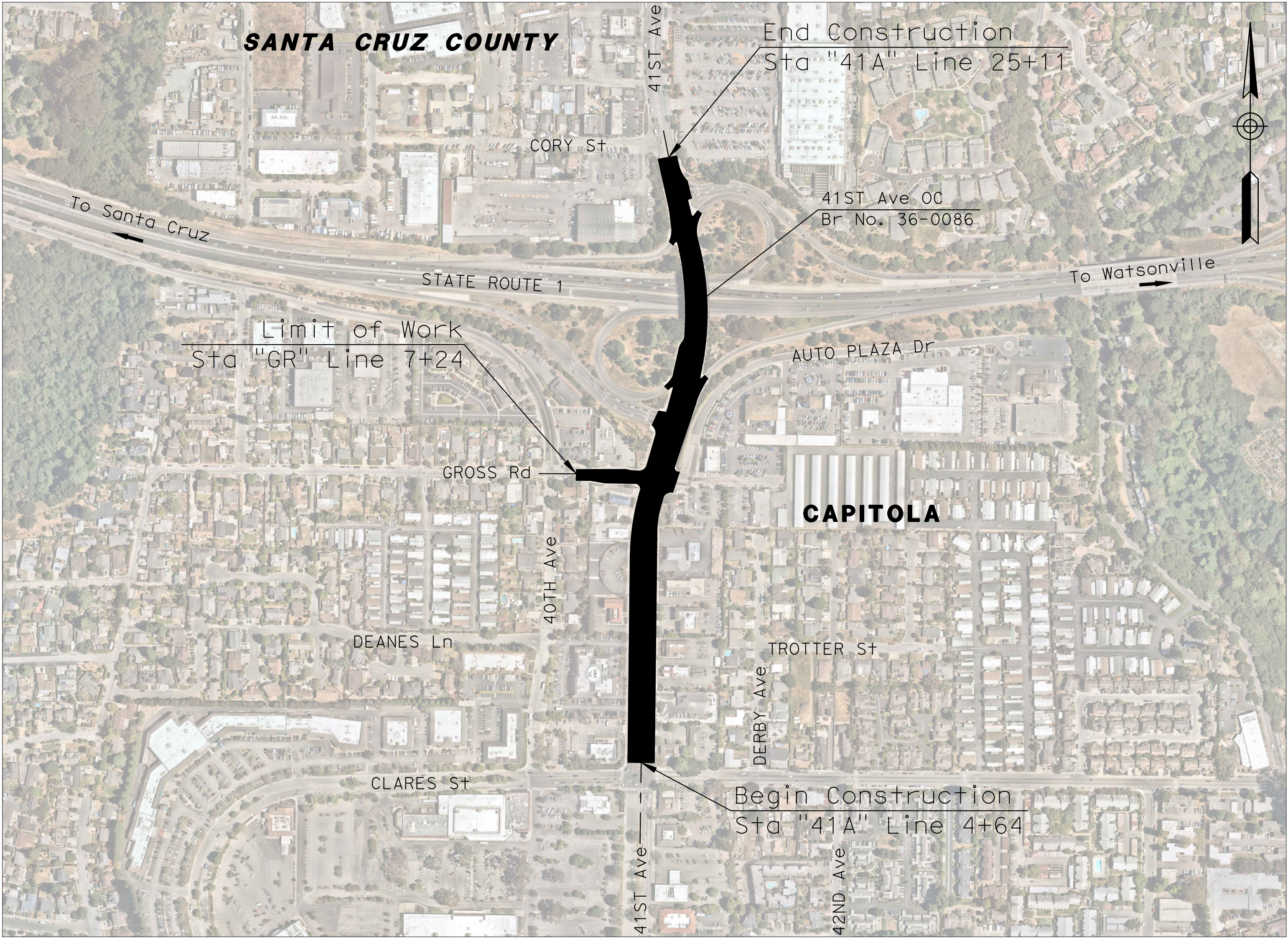
STATE HIGHWAY

IN SANTA CRUZ COUNTY

IN CAPITOLA

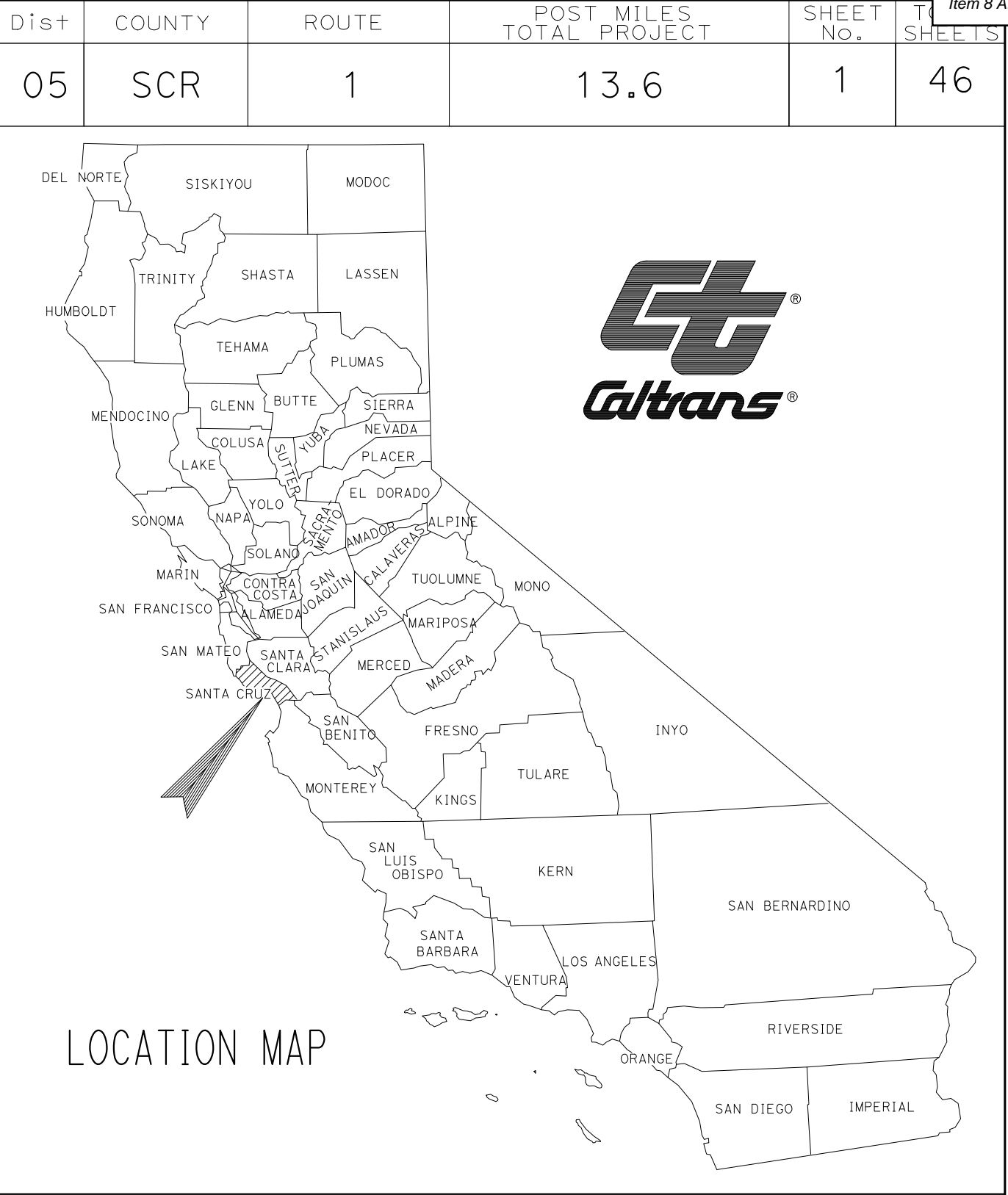
AT 41ST AVENUE

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2025



NO SCALE

THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."



DocuSigned by:
Matt Machado
50EBAC64454C48C

COUNTY OF SANTA CRUZ
PUBLIC WORKS DIRECTOR

11/19/2025
DATE

Jessica Kahn

CITY OF CAPITOLA
PUBLIC WORKS DIRECTOR

11/6/2025
DATE

Chris Brecheisen

PROJECT ENGINEER
REGISTERED CIVIL ENGINEER

10/24/25
DATE

January 22, 2026

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

KIMLEY-HORN AND ASSOCIATES, Inc.
4637 CHABOT DRIVE, SUITE 300
PLEASANTON CA, 94588

CITY OF CAPITOLA
420 CAPITOLA AVENUE
CAPITOLA, CA 95010

CONTRACT No. **05-1S390**

EFIS ID **0524000243**

LEGEND:

- CITY OR COUNTY R/W

|||||

CALTRANS R/W

CITY BOUNDARY

(XX')

EXISTING LANE WIDTH

XX'

PROPOSED LANE WIDTH

+XX

STRIPING GEOMETRY POINTS

s=

DELINEATOR SPACING

-

FG 300 INTERSTATE GRADE CURB SYSTEM NOSE

-

BEGIN/END OF TRAFFIC STRIPE DETAIL

+

CHANGE OF TRAFFIC STRIPE DETAIL

No.

TRAFFIC STRIPE DETAIL NUMBER

↑

TYPE I (10') ARROW

↑

TYPE I (18') ARROW

↗

TYPE II (R) ARROW

↗

TYPE III (L) ARROW

↗

TYPE III (R) ARROW

↗

TYPE IV (L) ARROW

↗

TYPE IV (R) ARROW

↗

BIKE LANE ARROW

↗

BIKE LANE SYMBOL WITH PERSON

↗

SHARED ROADWAY BICYCLE MARKING

↗

TYPE VII (R) ARROW

↗

TYPE VIII ARROW

↗

BICYCLE LOOP DETECTOR SYMBOL

↗

BIKE LANE SYMBOL WITHOUT PERSON

KEEP

"KEEP" PAVEMENT MARKING

CLEAR

"CLEAR" PAVEMENT MARKING
- "PED" PAVEMENT MARKING

"XING" PAVEMENT MARKING

"DO" PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)

"NOT" PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)

"BLOCK" PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)

"NORTH" PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)

"SOUTH" PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)

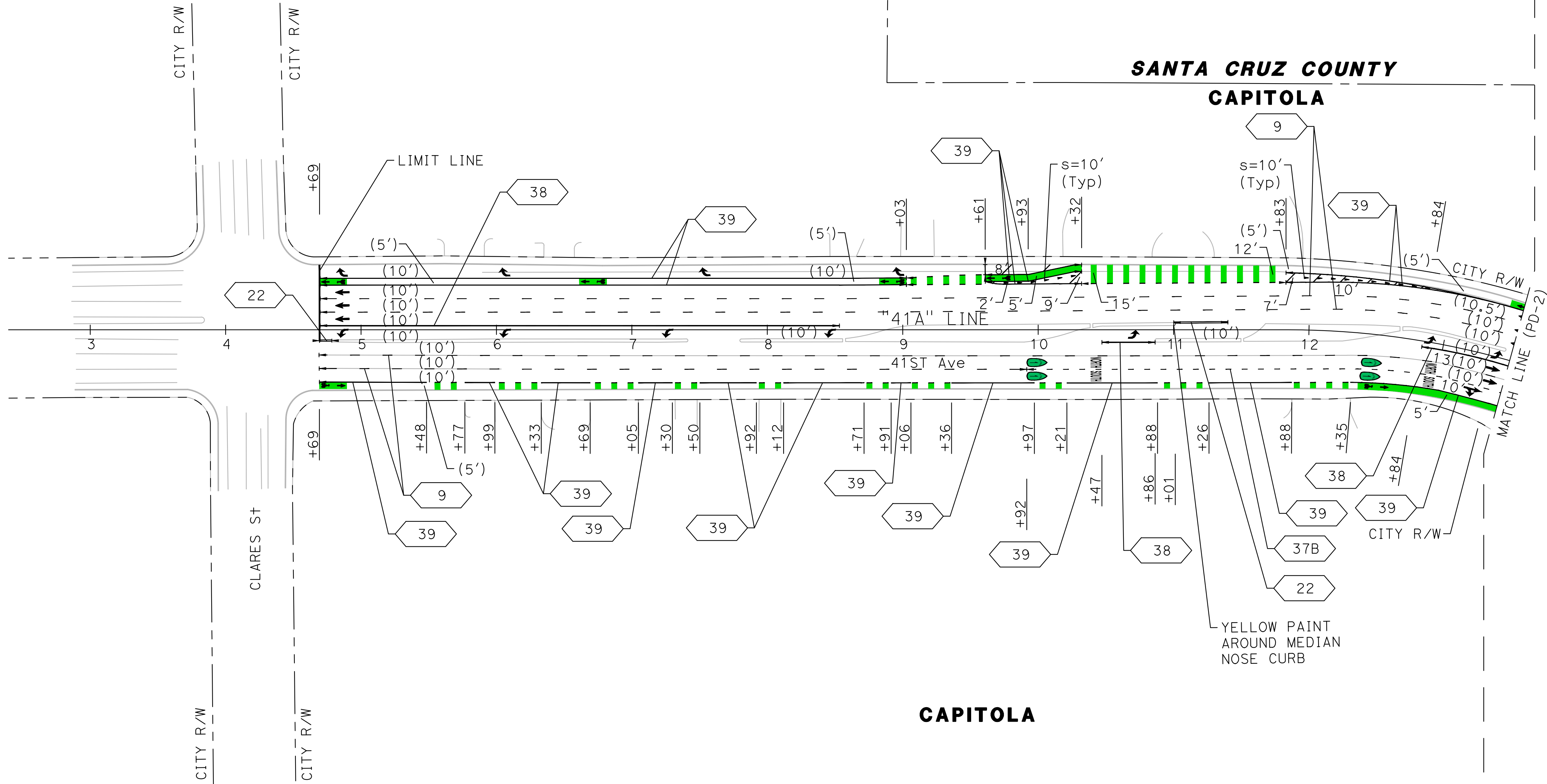
STATE ROUTE 1 PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)

YIELD LINE PAVEMENT MARKING

BIKE CONFLICT PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)
- |||||

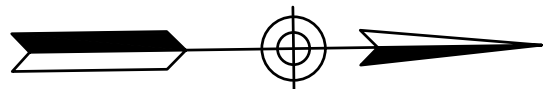
CONTINENTAL CROSSWALK PAVEMENT MARKING (SEE SHEET PDD-1 FOR DETAIL)

BUFFERED BIKE LANE PAVEMENT MARKING AND FG 300 INTERSTATE GRADE CURB SYSTEM (SEE SHEETS PDD-1 AND PDD-2 FOR DETAILS)



NOTES:

- FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.
- THE CONTRACTOR SHALL REMOVE ANY EXISTING CONFLICTING DELINEATION, PAVEMENT MARKINGS, OBJECT MARKERS, AND DELINEATORS.
- ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC, WITH ENHANCED WET-NIGHT VISIBILITY EXCEPT BLACK PAINT CONTRAST STRIPE UNLESS OTHERWISE NOTED.
- AT THE 41ST AVENUE AND AUTO PLAZA DRIVE INTERSECTION, THE SHARED ROADWAY BICYCLE MARKINGS SHALL NOT OVERLAY THE BIKE CONFLICT PAVEMENT MARKINGS, ACCORDING TO THE CA MUTCD.



PAVEMENT DELINEATION PLAN

SCALE: 1" = 50'

PD-1

DATE PLOTTED =>November 24, 2025	
TIME PLOTTED =>4:22:13 PM	



PD-2

RELATIVE BORDER SCALE
IS IN INCHES



EFIS ID:

58 ACT DEVISION

```

USERNAME => lin, matthew
DGN FILE => 14 pd-01

```

STATE OF CALIFORNIA

CDOT

DEPARTMENT OF TRANSPORTATION

CONSULTANT FUNCTIONAL SUPERVISOR

CALCULATED-DESIGNED BY

CHECKED BY

MATTHEW LIN

VIGNESH SWAMINATHAN

REVISOR

DATE

DO PAVEMENT MARKING

A=13 ft²

NOT PAVEMENT MARKING

A=17 ft²

NORTH PAVEMENT MARKING

A=29.5 ft²

SOUTH PAVEMENT MARKING

A=29 ft²

UPSTREAM OF INTERSECTION

THROUGH INTERSECTION

BIKE CONFLICT PAVEMENT MARKING

BLOCK PAVEMENT MARKING

A=29.5 ft²

STATE ROUTE 1 PAVEMENT MARKING

A=71.5 ft²

Dist

COUNTY

ROUTE

POST MILES
TOTAL PROJECT

SHEET
No.

Item 8 A
SHEETS

05

SCR

1

13.6

26

46

Chris Brecheisen

REGISTERED CIVIL ENGINEER

10/24/25

DATE

PLANS APPROVAL DATE

CHRIS BRECHEISEN

No. C92153

Exp. 3/31/27

CIVIL

STATE OF CALIFORNIA

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OR AGENTS SHALL NOT BE RESPONSIBLE FOR
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COPIES OF THIS PLAN SHEET.

KIMLEY-HORN

4637 CHABOT DRIVE

SUITE 300

PLEASANTON, CA 94588

CITY OF CAPITOLA

420 CAPITOLA AVENUE

CAPITOLA, CA 95010

CONTINENTAL CROSSWALK PAVEMENT MARKING

12' 5' 2'

45° DIAGONAL PAVEMENT MARKING
TO PATH OF TRAVEL

FG 300 INTERSTATE GRADE CURB SYSTEM
(SEE SHEET PDD-2 FOR DETAIL)

FG 300 INTERSTATE GRADE CURB
SYSTEM NOSE
(SEE SHEET PDD-2 FOR DETAIL)

BUFFERED BIKE LANE PAVEMENT
MARKING AND DELINEATORS

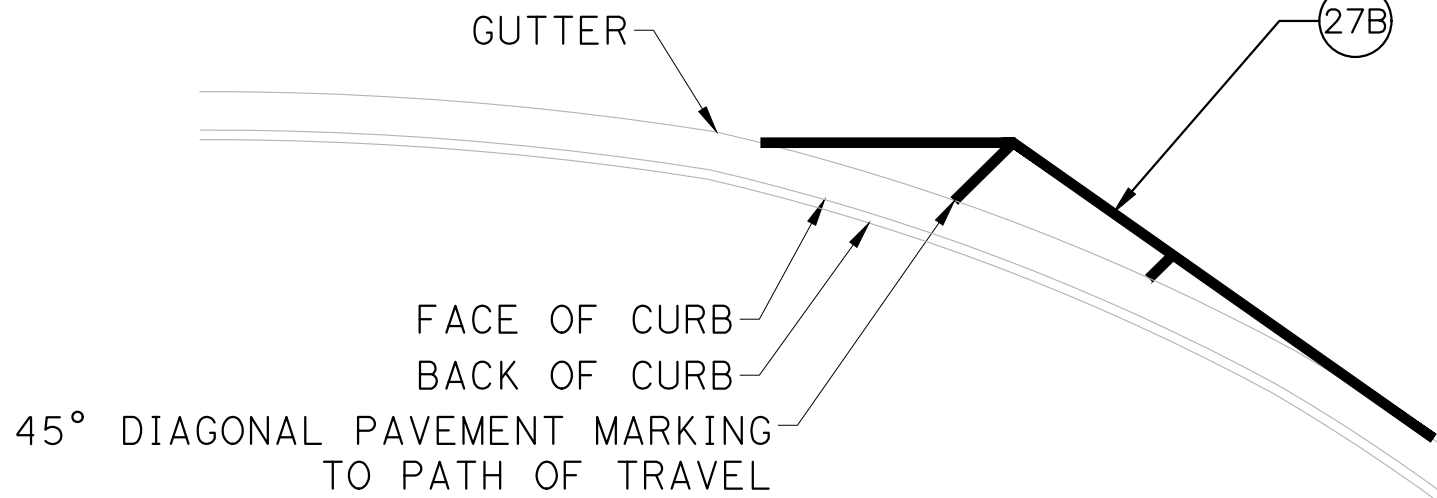
10' 7' 3' 7'

FG 300 INTERSTATE GRADE CURB SYSTEM
(SEE SHEET PDD-2 FOR DETAIL)

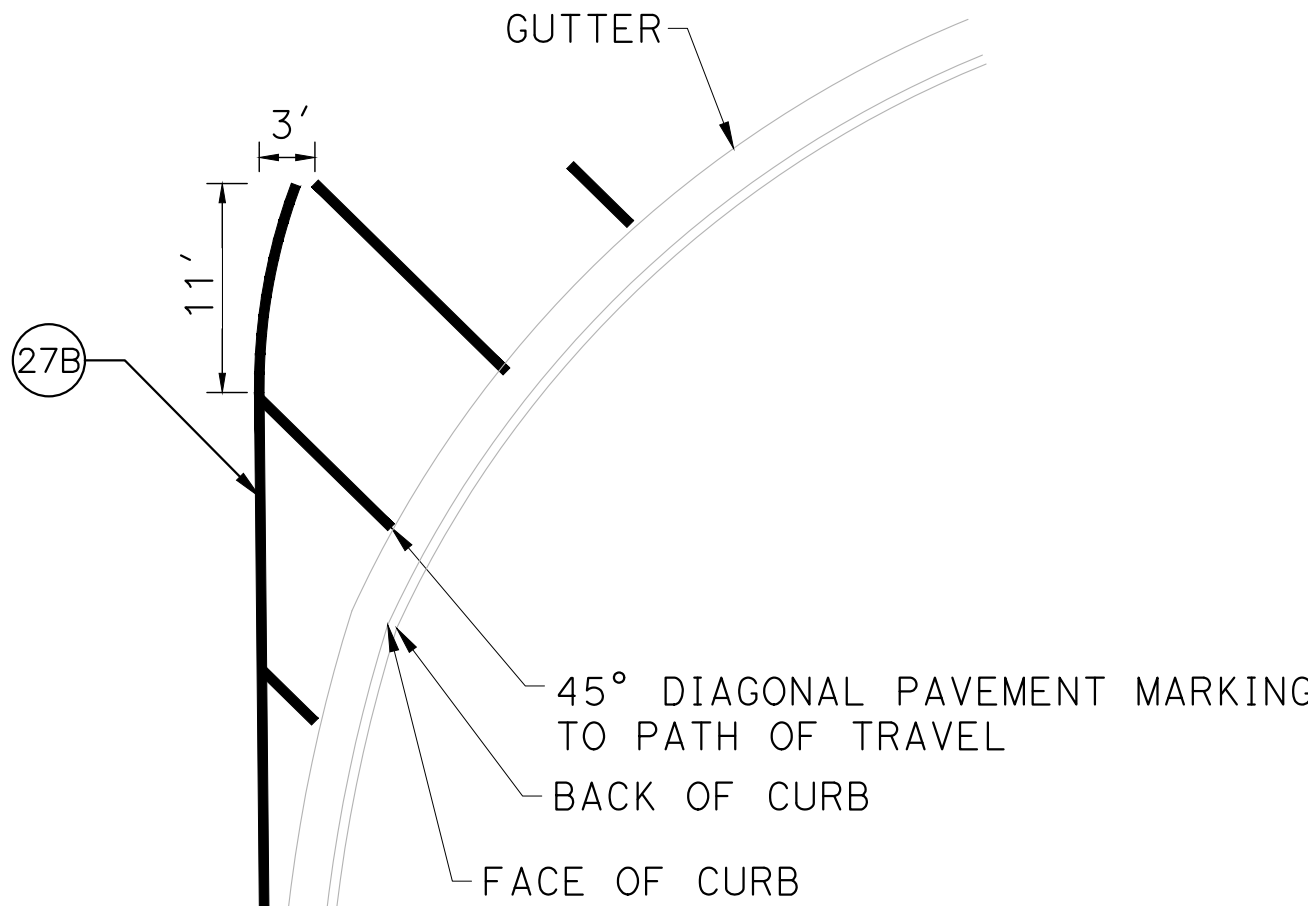
PAVEMENT DELINEATION DETAILS

NO SCALE

PDD-1

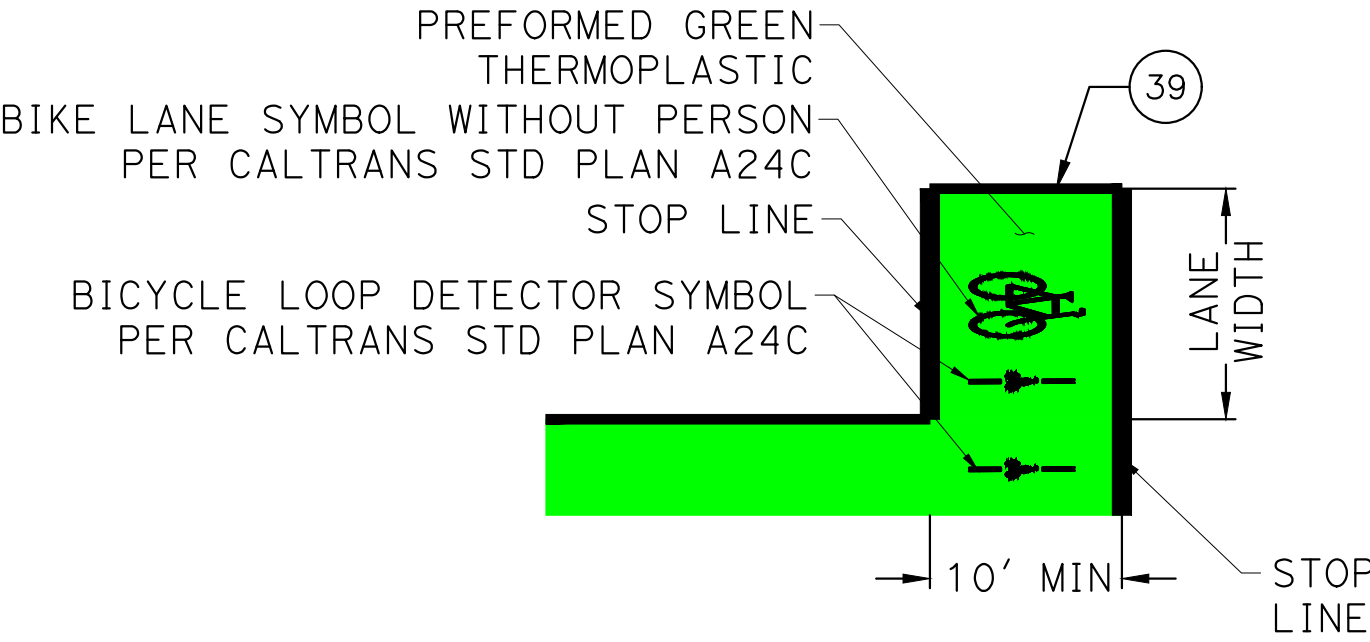


ANGLED BUFFER PAVEMENT MARKING

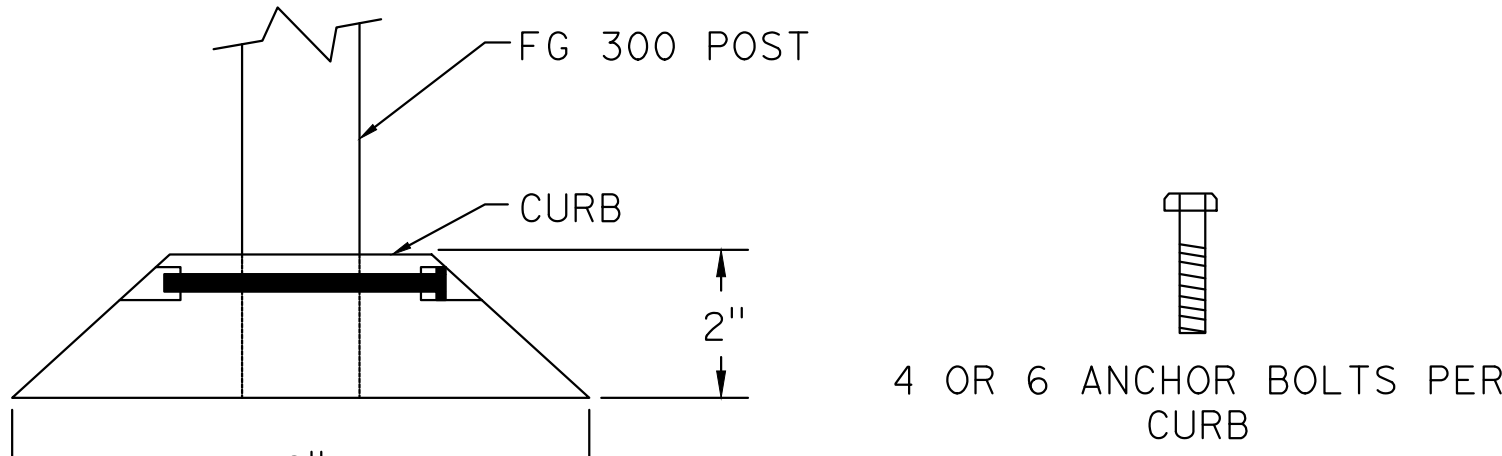
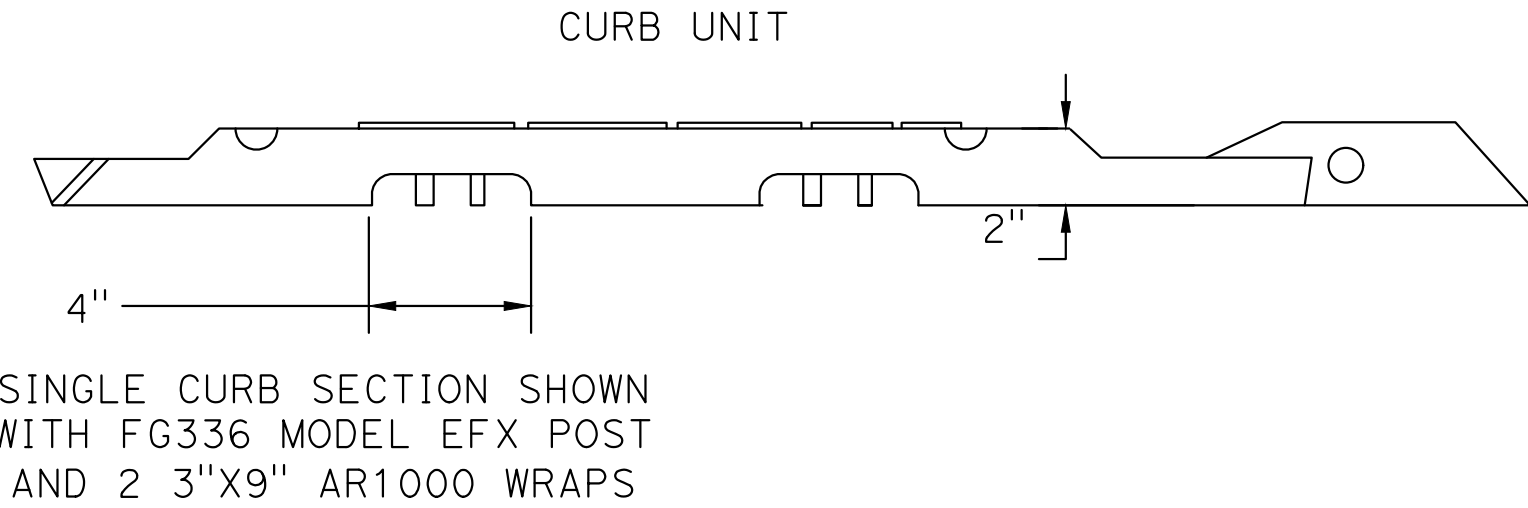
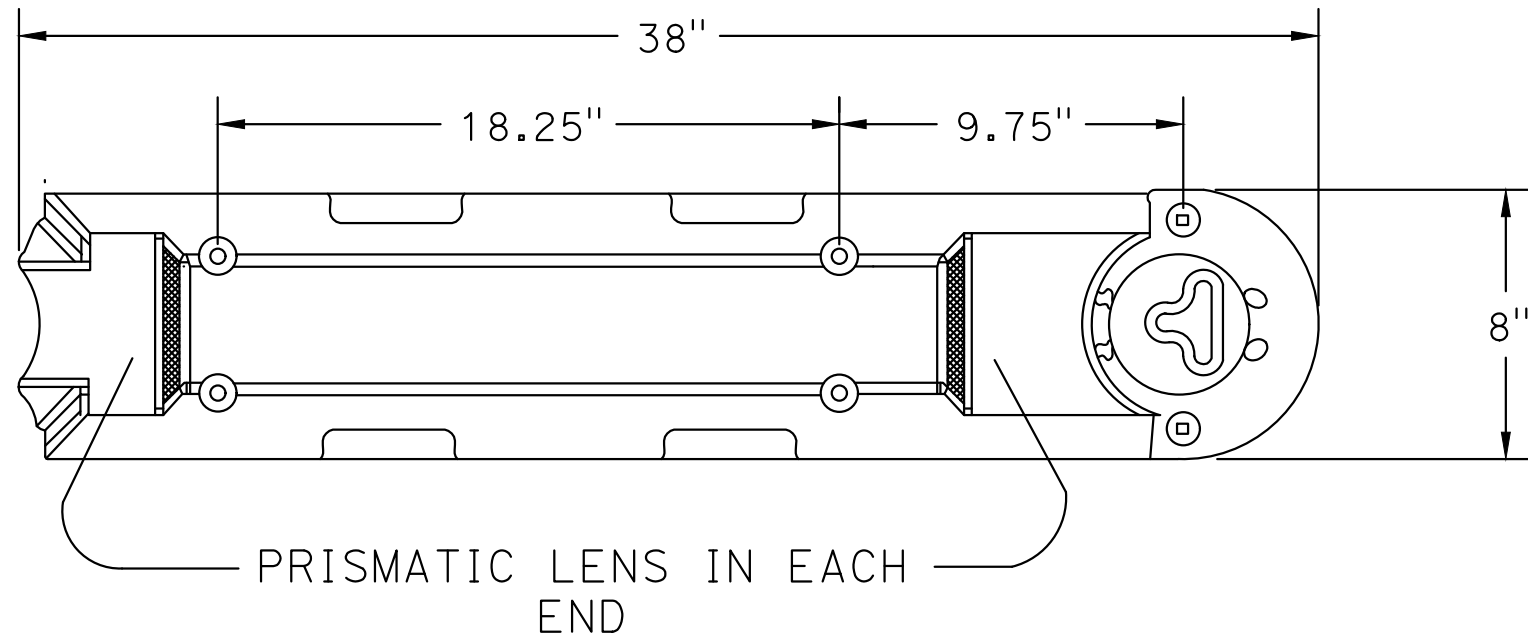


ROUNDED BUFFER PAVEMENT MARKING

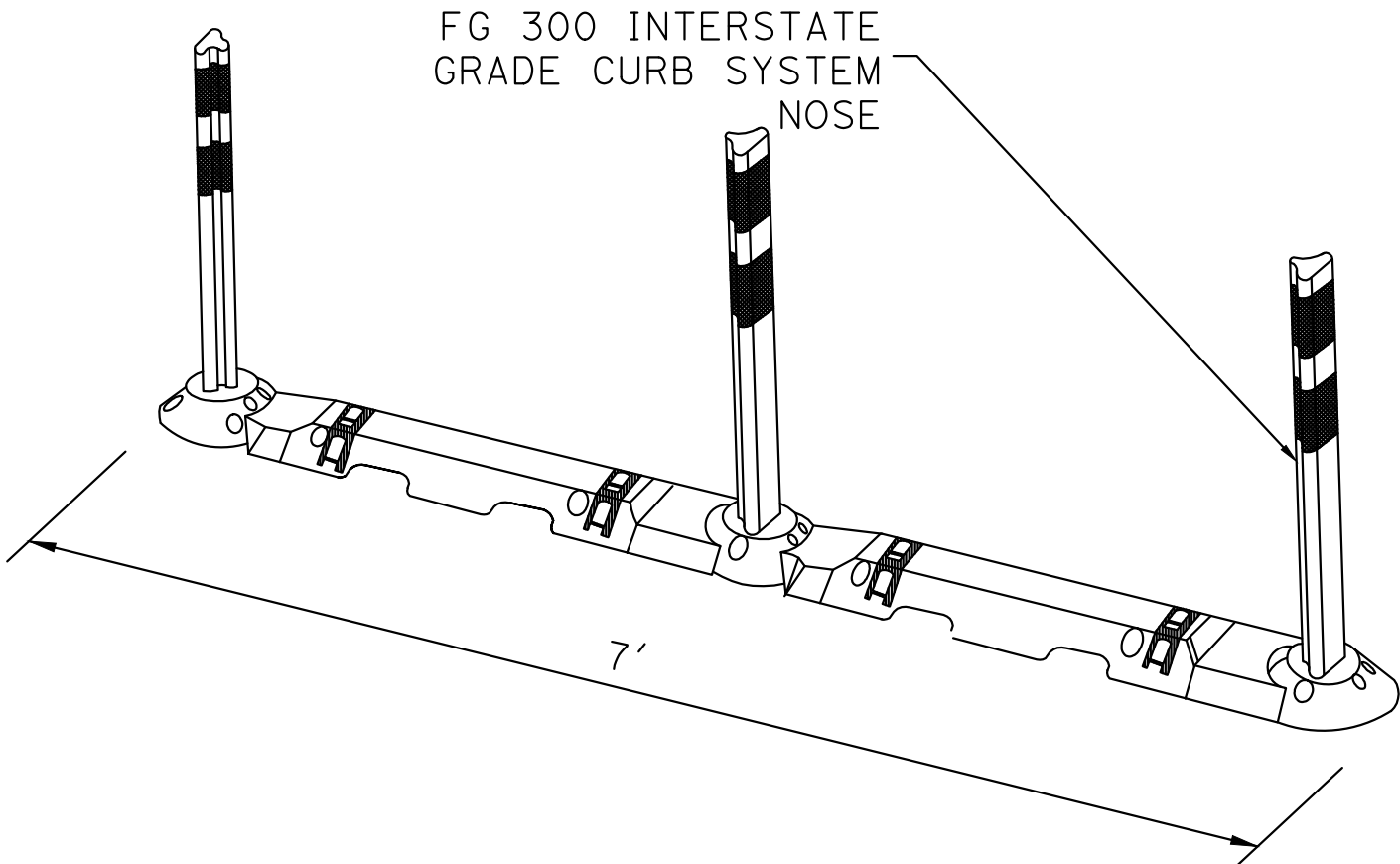
CORNER BUFFER PAVEMENT MARKING



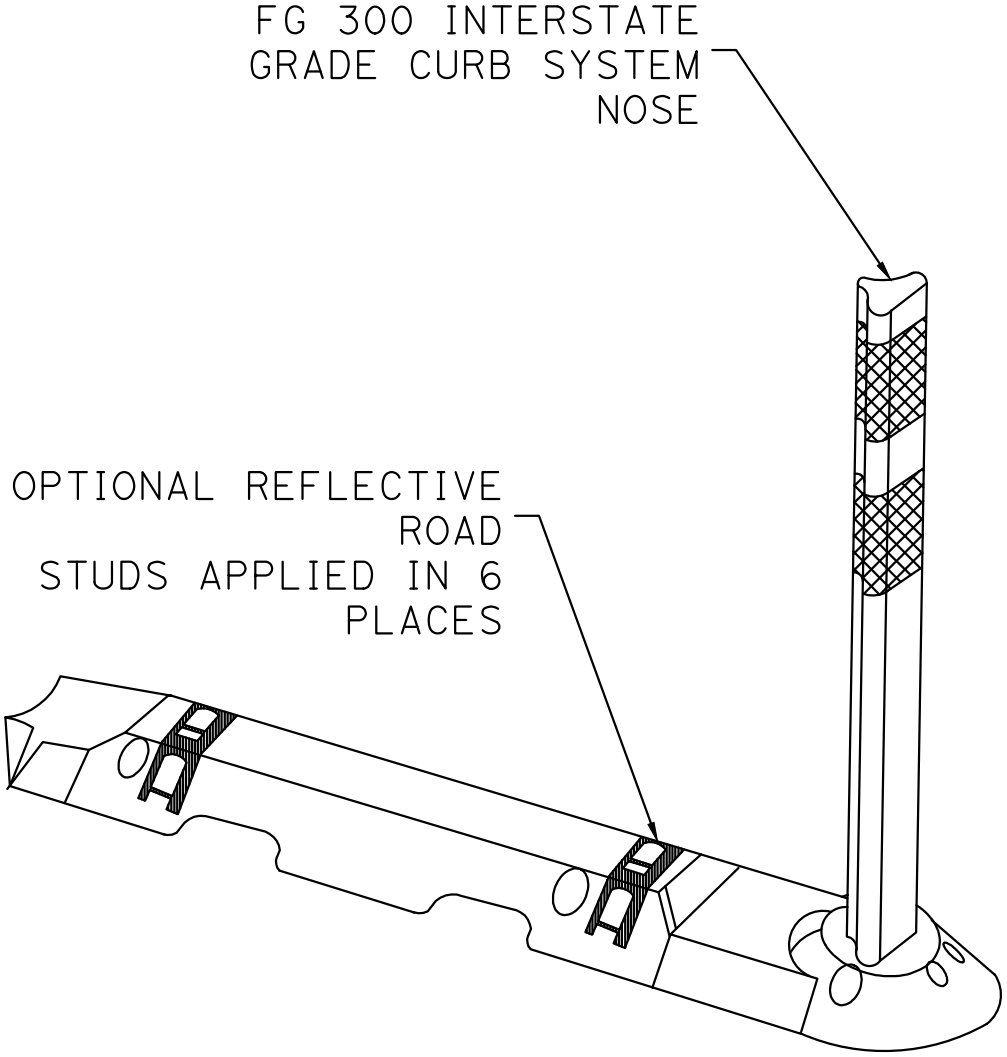
BIKE BOX PAVEMENT MARKING



SECTION



PERSPECTIVE AS INSTALLED



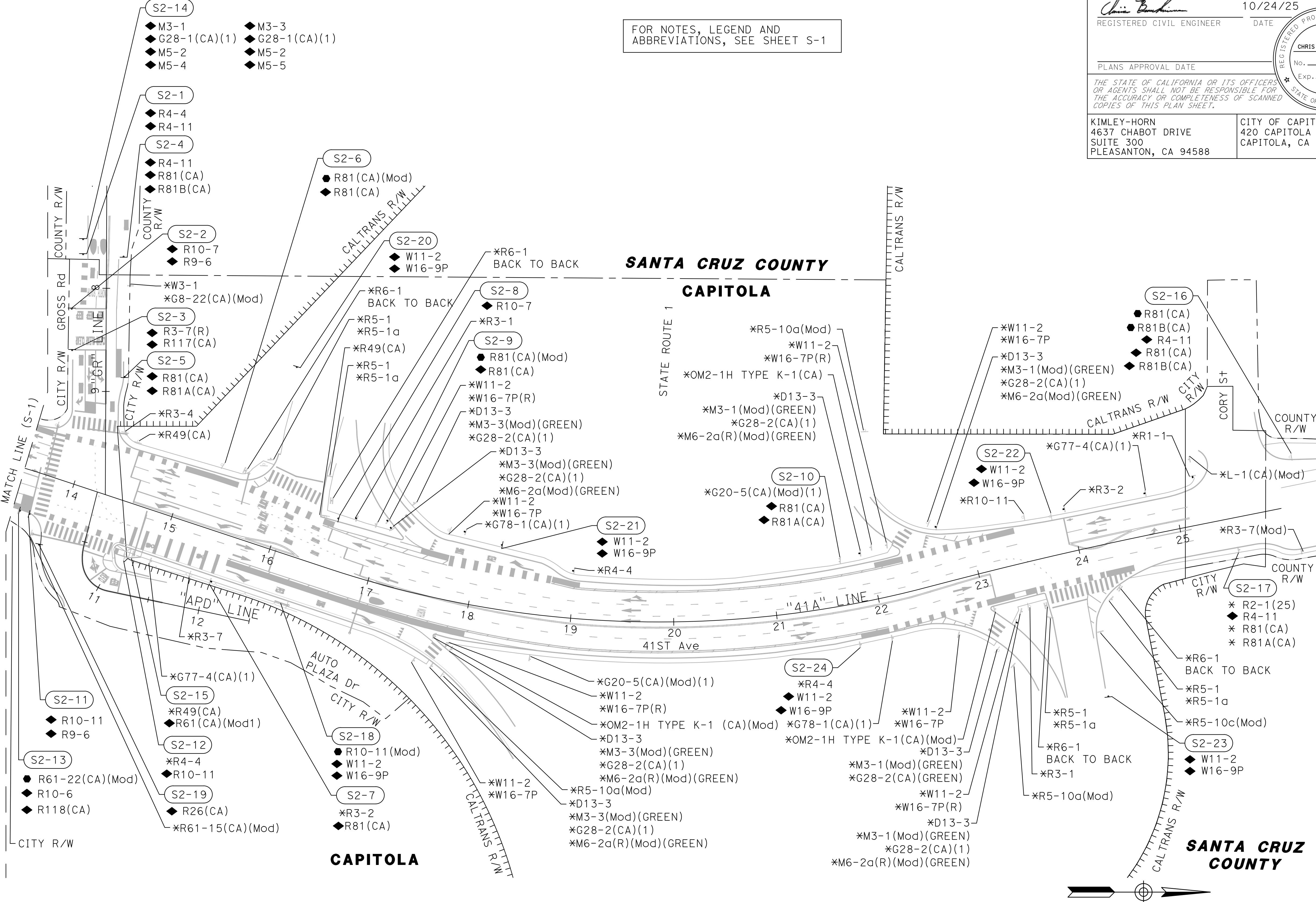
PERSPECTIVE

FG 300 INTERSTATE GRADE CURB SYSTEM

PAVEMENT DELINEATION DETAILS

NO SCALE

PDD-2



FOR NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET S-1

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	Item 8 A. SHEETS
05	SCR	1	13.6	29	46

Chris Brecheisen

REGISTERED CIVIL ENGINEER

DATE 10/24/25

PLANS APPROVAL DATE

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KIMLEY-HORN
4637 CHABOT DRIVE
SUITE 300
PLEASANTON, CA 94588

CITY OF CAPITOLA
420 CAPITOLA AVENUE
CAPITOLA, CA 95010

CHRIS BRECHEISEN

No. C92153

Exp. 3/31/27

CIVIL

STATE OF CALIFORNIA

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

Caltrans

CONSULTANT FUNCTIONAL SUPERVISOR

CHRIS BRECHEISEN

CALCULATED-DESIGNED BY

CHECKED BY

MATTHEW LIN

VIGNESH SWAMINATHAN

REVISED BY

DATE REVISED

Item 8 A.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	SHEETS
05	SCR	1	13.6	30	46

Chris Brecheisen

REGISTERED CIVIL ENGINEER

10/24/25

DATE

PLANS APPROVAL DATE

REGISTERED PROFESSIONAL ENGINEER

CHRIS BRECHEISEN

No. C92153

Exp. 3/31/27

CIVIL

STATE OF CALIFORNIA

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COPIES OF THIS PLAN SHEET.

KIMLEY-HORN

4637 CHABOT DRIVE

SUITE 300

PLEASANTON, CA 94588

CITY OF CAPITOLA

420 CAPITOLA AVENUE

CAPITOLA, CA 95010

APPROVED FOR SIGN WORK ONLY

SIGN DETAILS

NO SCALE

SD-1

R61(CA)(Mod1)

1.13" RADIUS, 0.63" BORDER, BLACK ON WHITE;
180 DEG CURVED ARROW CUSTOM 12.4" X 16.6"; 180 DEG CURVED ARROW CUSTOM 5" X 9.7";
STRAIGHT ARROW CUSTOM 5.6" X 16.7";
STRAIGHT ARROW CUSTOM 5.6" X 16.7";
25 DEG THRU-TURN ARROW CUSTOM 9.8" X 16.9";

BORDER LAST REVISED 7/2/2010

USERNAME => lin, matthew
DGN FILE => 18_sd-01

RELATIVE BORDER SCALE
IS IN INCHES

0

1

2

3

UNIT -

EFIS ID: 0524000243

DATE PLOTTED =>November, 24, 2025

TIME PLOTTED =>4:22:52 PM

DATE PLOTTED =>November, 24, 2025

TIME PLOTTED =>4:22:52 PM

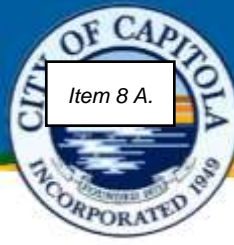
63

41st Avenue Pavement Rehabilitation and Multimodal Improvements

City Council
February 12, 2026

41st Avenue Improvements

Background



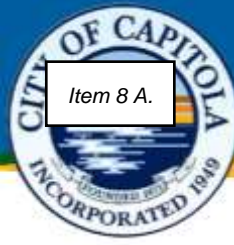
41st Avenue

- Key regional corridor serving neighborhoods, businesses, and SR-1 access
- Identified in the PMP for heavy rehabilitation
- Targeted for multimodal safety improvements

Funding & Status

- December 2023 - \$1M RTC Grant awarded
- September 2024 - Design & permitting budget approved
- Project reviewed with RTC TACs and City Council (April 2025)
- Caltrans DEER completed, Encroachment Permit secured
- Design complete: ready to bid

41st Avenue Improvements Project Limits



Majority of work
within Caltrans
right-of-way

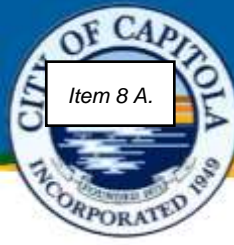
Includes segment
from Gross Road
to Clares Street
(add-alternate)

Critical
connection to SR-
1 southbound on-
ramp

Primarily
pavement
rehabilitation
with targeted
safety upgrades



41st Avenue Improvements Conditions & Approach



Existing Conditions

- Failing pavement and trench repairs
- Faded striping and unclear wayfinding
- Bicycle conflicts near SR-1 access

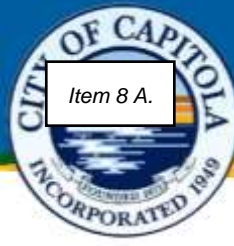
Project Objectives

- Restore pavement integrity
- Improve pedestrian and bicycle safety
- Clarify SR-1 lane guidance
- Minimize construction disruption
- Remain compatible with future corridor plans

Treatment Strategy

- Partial Depth Recycling (PDR)
- ADA curb ramp upgrades
- Striping refresh

41st Avenue Improvements Bicycle & Pedestrian Safety Enhancements



Intersection Safety Improvements

- Green conflict striping through transition areas
- Striping reflects Caltrans permitting limits

Leading Pedestrian Interval (LPI)

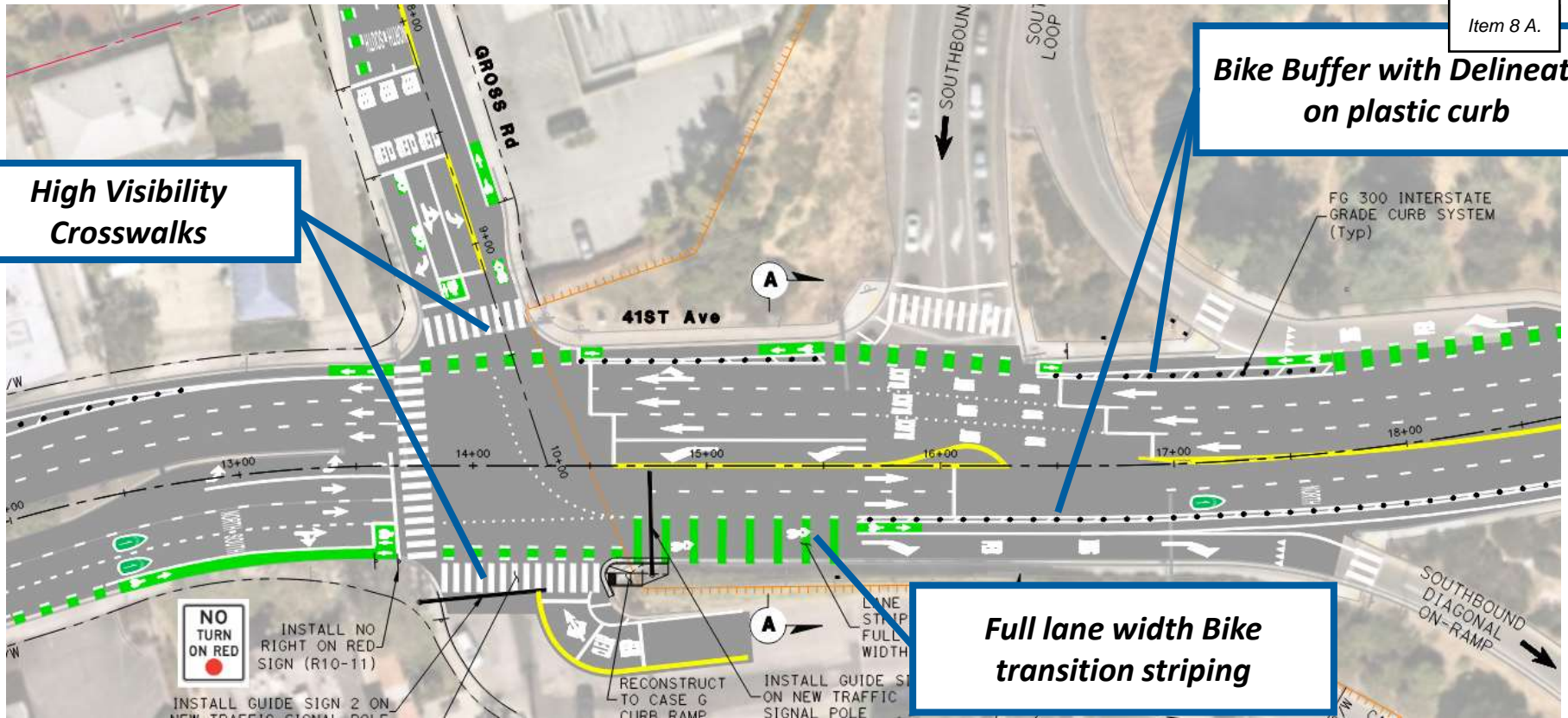
- ~3-second head start for pedestrians and cyclists
- Reduces initial turning conflict

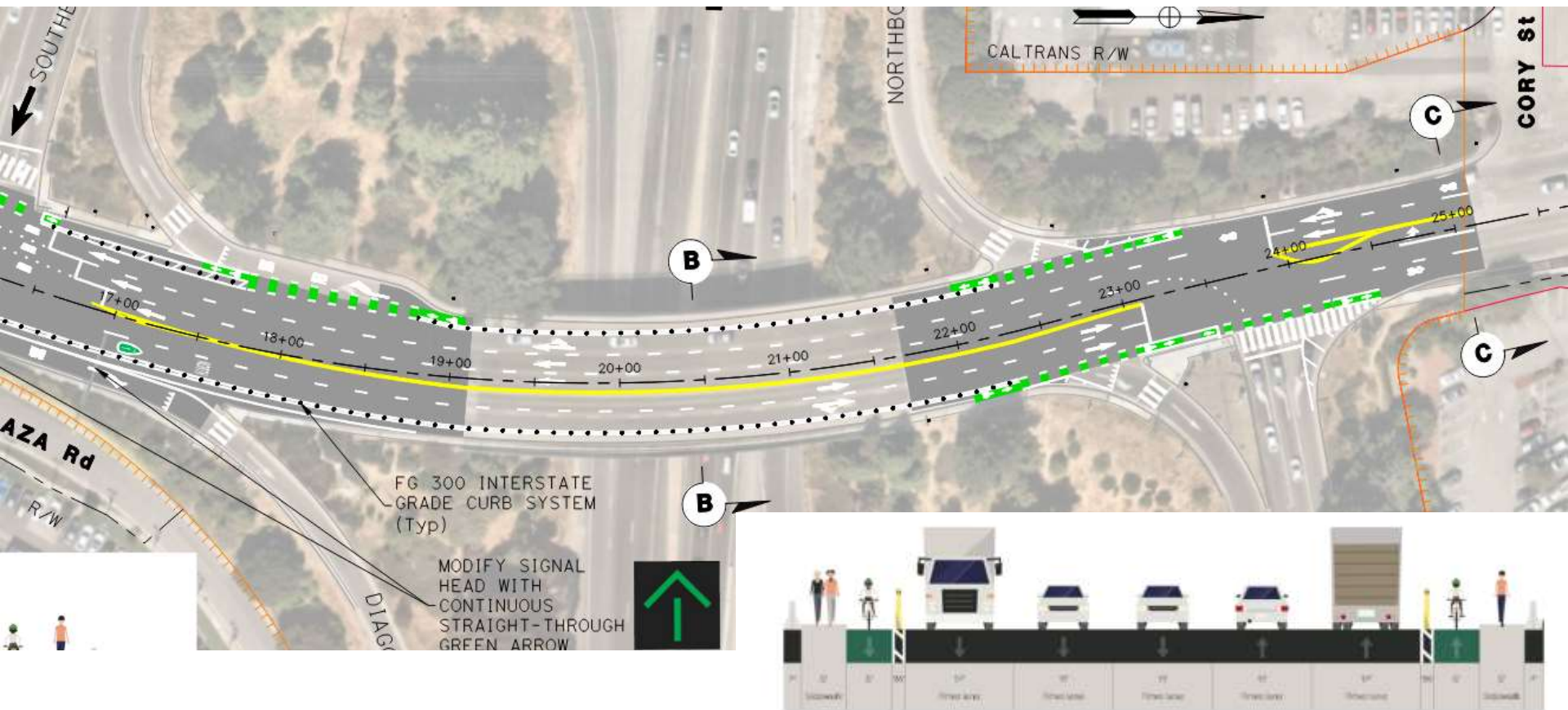
Separated Bikeway Protection

- FG 300 Interstate Grade Curb System
- Colored bases for visibility
- Delineators set at 30-inch height
- Placement maintains turning movements while protecting cyclists

Bike Buffer with Delineator on plastic curb

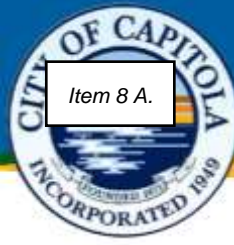
High Visibility Crosswalks





41st Avenue Improvements

Wayfinding Improvements



Pavement markings

- Advance pavement markings for SR-1 access
- Directional pavement arrows

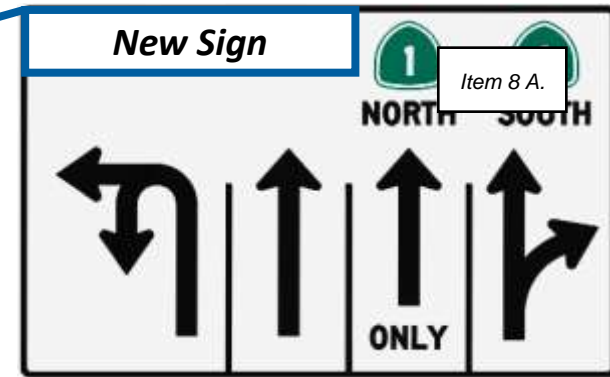
Overhead signage

- Reinforces lane selection when pavement markings are obscured
- All signage coordinated with Caltrans

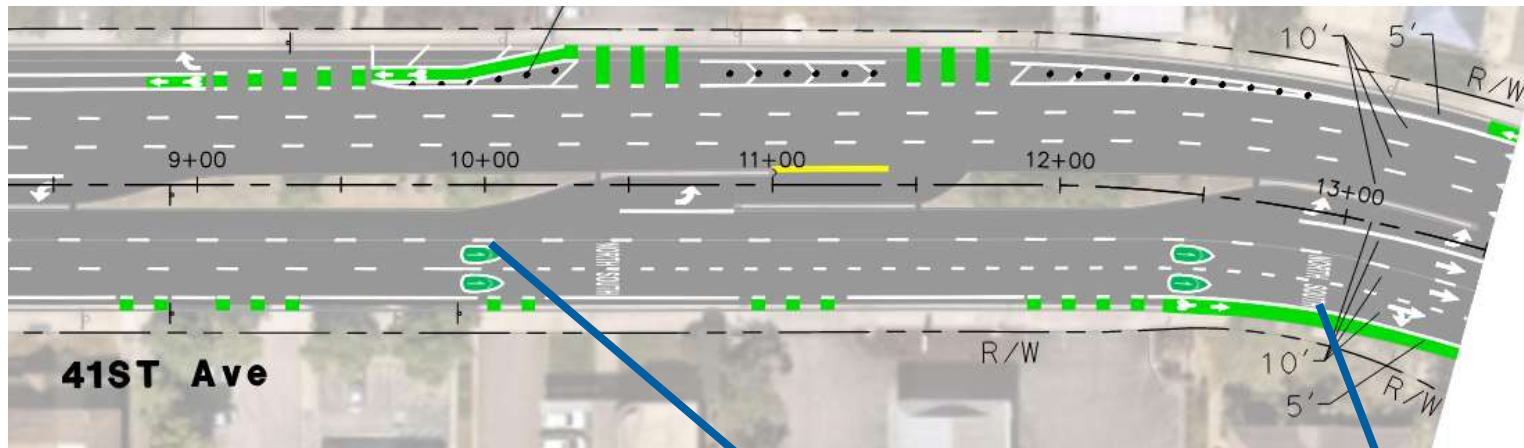


*Wayfinding Pavement
Marking*



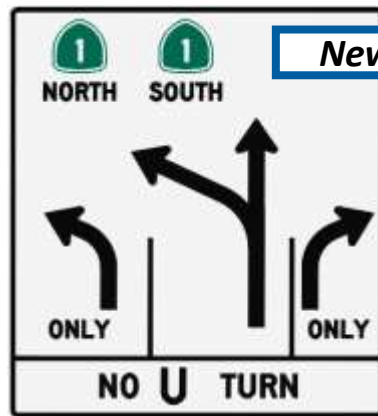


Wayfinding Sign on 41st Ave



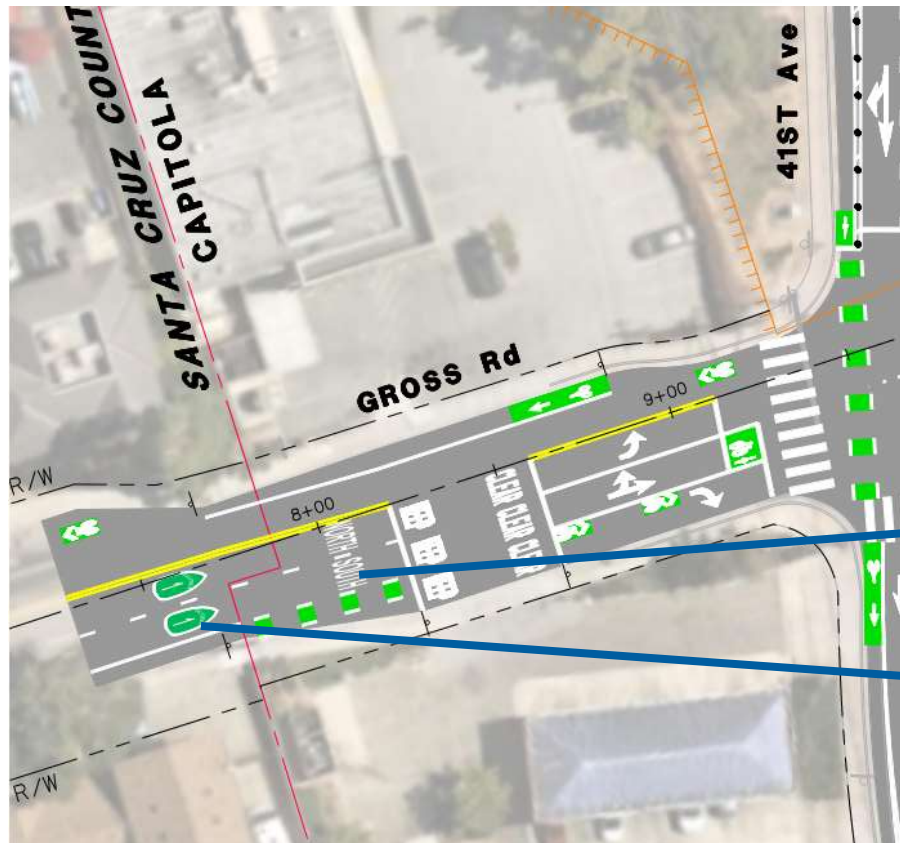
Advance Pavement Marking "SR-1"

Advance Pavement Marking "Direction"



New Sign

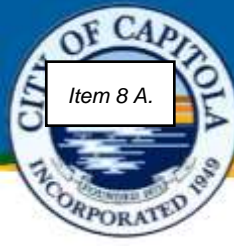
*Wayfinding Sign
on Gross Rd*



**Advance Pavement
Marking "Direction"**

**Advance Pavement
Marking "SR-1"**

41st Avenue Improvements Construction Approach



Primarily nighttime work

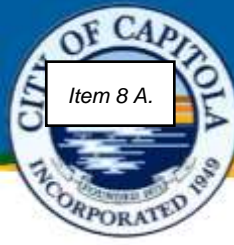
Maintain business access

Advance outreach to adjacent
property owners

Coordination with Caltrans
for regional traffic impacts

41st Avenue Improvements

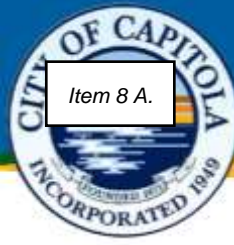
Fiscal Impact



Total Project Budget (FY 25-26)	\$2,043,000
RTC Grant	\$1,000,000
Local Funds (SB 1 + Measure D)	\$1,043,000
Design & Pre-Construction (expended)	~\$350,000
Available for Construction	~\$1,700,000
Engineer's Estimate (Construction)	~\$1.6M - \$2.1M

41st Avenue Improvements

Bid Structure

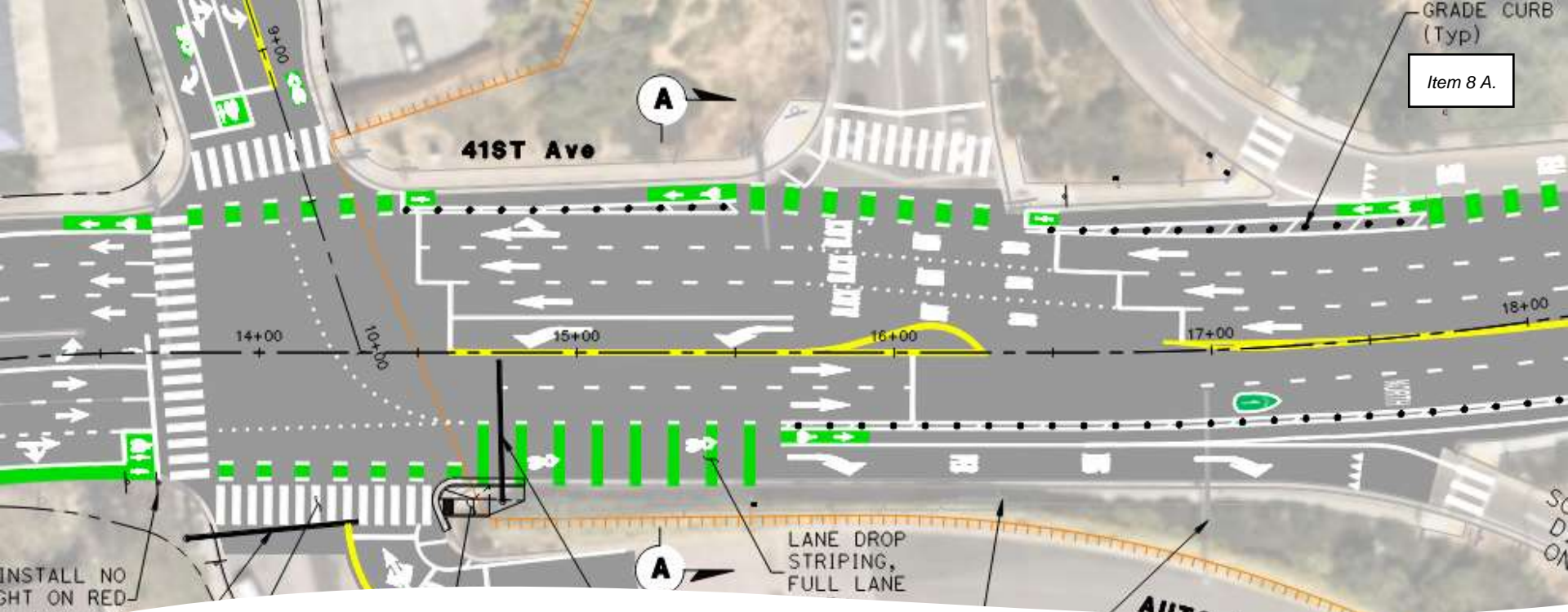


Bid with two components

- **Base Bid** Work entirely within Caltrans right-of-way
- **Additive Alternate** Extends pavement rehabilitation and striping from

Why This Structure?

- Single procurement
- Allows full corridor pricing comparison
- Preserves flexibility at award
- Does not obligate inclusion of additive scope



Recommended Action

Staff recommends Council:

- Approve plans and specifications
- Approve construction budget of \$1,700,000
- Authorize Department of Public Works to advertise for construction bids

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: Administrative Services Department

Subject: Update on Measure Y Sales Tax



Recommended Action: Receive a report on Measure Y Sales Tax and provide staff with direction.

Background: Measure Y is a one-half percent sales tax that was passed by Capitola voters in November 2024, replacing Measure F, a one-quarter percent sales tax that was set to expire in December 2027. Per California Department of Tax and Fee Administration (CDTFA) procedures, Measure Y became effective on April 1, 2025, the 1st of the month at least 110 days following the certification of ballot results in December 2024, and sunsets in December 2035.

Measure Y receipts for the 4th quarter of Fiscal Year (FY) 2024-25 (April–June) totaled \$574,709; of which, approximately \$287,000 was new revenue and \$287,000 replaced Measure F budgeted revenue.

During the mid-year budget review in February 2025, staff advised Council that Measure Y revenues for FY 2024-2025 were estimated at \$277,000, with approximately \$227,000 utilized for market adjustments to employee salaries that were contingent upon the passage of Measure Y. As mentioned above, actual Measure Y revenue totaled \$287,000 for FY 2024-2025, leaving \$60,000 in new revenue in FY 2024-2025.

FY 2024-25 Bradley Burns 1% sales tax was approximately \$151,000 below budget projections, and the \$60,000 of additional Measure Y revenue partially offset this revenue shortfall.

Discussion: The adopted FY 2025-26 Budget included approximately \$1.6 million increases to both revenues and expenditures above the prior year. Measure Y accounts for \$1.1 million of the revenue increase, and personnel costs account for approximately \$1.1 million of the increase in expenditures. The personnel cost increases are a result of a combination of negotiated salary adjustments (which were contingent on the passage of Measure Y), a higher than anticipated increase to the CalPERS UAL annual payment, negotiated cost-of-living adjustments (COLA's), and regular salary step increases.

The table below is the Measure Y summary that was presented to the City Council during the public hearing at the May 29, 2025, budget workshop. A copy of the relevant presentation slides from that hearing is attached.

Item	Amount	Notes
Measure Y Estimated Revenue	\$1,122,140	\$17,079 remaining
Increase in Personnel Costs	\$1,105,061	
One-time Equity Adjustment	\$347,720	Negotiated with labor groups

Benefit Increase	\$ 101,489	Negotiated with labor groups
Cal PERS Unfunded UAL	\$ 343,262	\$756,000 increase of last 2 FY's
Cost of Living Adjustment	\$312,590	Negotiated with labor groups

To date, the City has received one full quarter of Measure Y revenues in FY 2025-26. First quarter (July-September) Measure Y revenues totaled \$556,597, which was slightly below budget, while second quarter receipts to date total \$353,369, slightly above prior year receipts. The City will receive the “true-up” payment for the second quarter (October-December) in late February. Expenditures associated with the increased personnel costs are tracking on budget.

As a reminder, sales tax receipts are received from the CDTFA two months in arrears, meaning that the January receipt is for November sales tax revenue, and we will receive the December payment in late February. The first two payments each quarter are estimates based on prior year receipts and current year economic data. The third and largest payment each quarter is the true-up payment that provides actual revenue based on actual sales activity. Since this is the first full year of Measure Y being effective and there is no historical data, the Measure Y estimated payments are based on Measure F's prior year activity.

In the past few fiscal years, the first quarter sales tax receipts have fluctuated more than has been seen in previous years. Staff recommends waiting until the second quarter receipts are in before making any budget amendments. Staff will provide the final second quarter Measure Y receipt data and recommendations, if any, during the mid-year budget review on February 26th.

Fiscal Impact: None

Attachments:

1. May 29, 2025, Budget Workshop Measure Y Slides

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government

Report Prepared By: Jim Malberg, Administrative Services Director

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

Approved By: Jamie Goldstein, City Manager

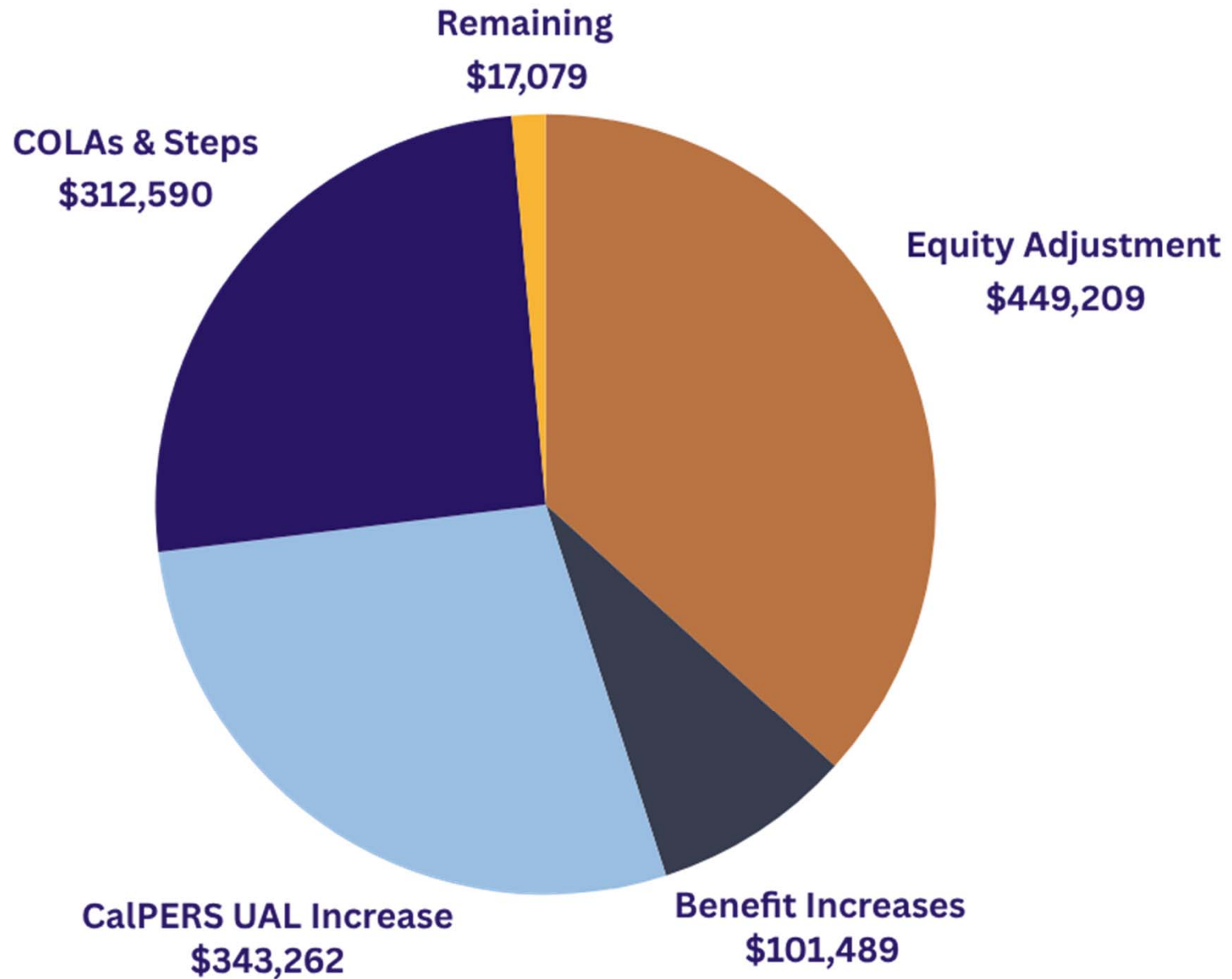
Measure Y Summary

Measure Y Estimated Revenue: \$1,122,140

Increase in Personnel Costs: \$1,105,061

- Personnel Costs: \$449,209
 - One-time Equity Adjustment: \$347,720
 - Benefit increase: \$101,489
- CalPERS Unfunded Actuarial Liability (UAL) Increase: \$343,262
 - Increase of \$756,000 over last two fiscal years
- Cost of Living Adjustment (negotiated), step increases: \$312,590

FY 2025-26 Measure Y



Measure Y Sales Tax Update

City Council
Feb. 12, 2026

Background

Approved Nov 2024

- 67.5% approval

Replaced Measure F (one-quarter percent sales tax)

- \$1.1 million annually
- Sunset Dec. 31, 2027

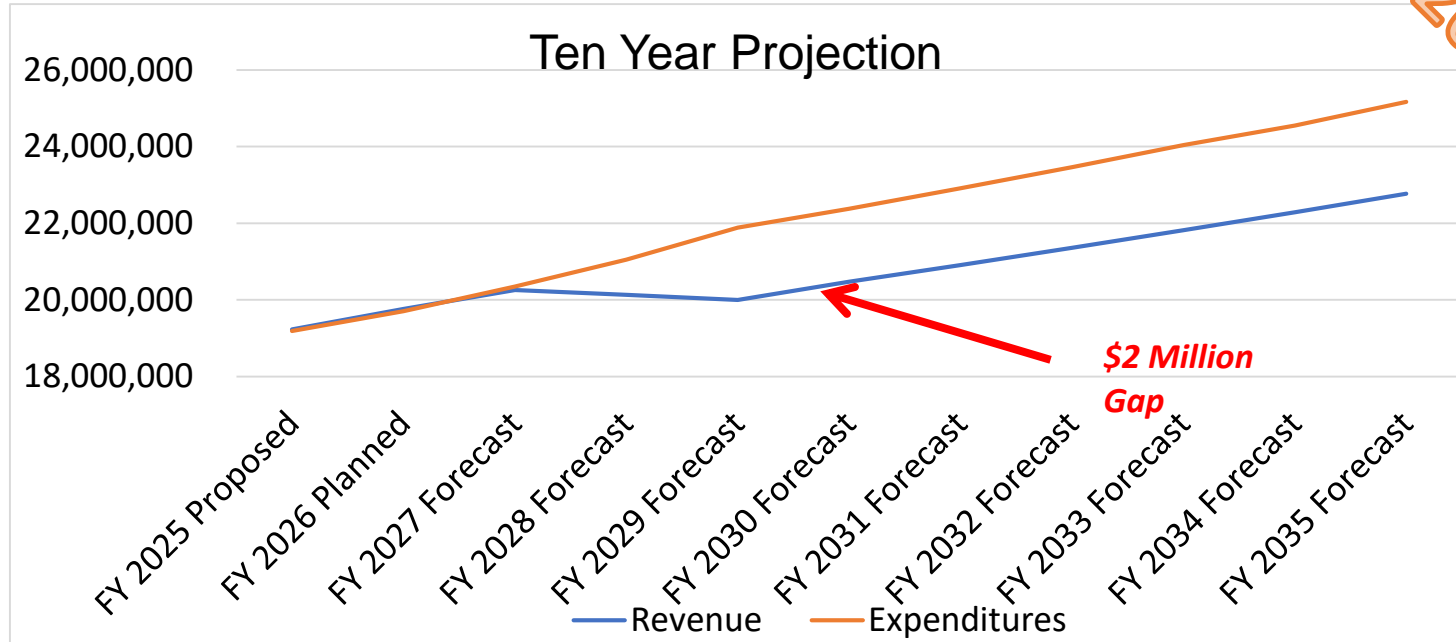
Effective Apr 1, 2025 (one-half percent sales tax)

- Additional \$1.1 million annually
- Sunset Dec. 31, 2035

Budget Forecast

Item 8 B.

Presented
Aug 2024



	FY 2025 Proposed	FY 2026 Planned	FY 2027 Forecast	FY 2028 Forecast	FY 2029 Forecast	FY 2030 Forecast
Revenue	19,229,066	19,761,838	20,257,304	20,134,596	19,997,928	20,477,768
Expenditures	19,185,566	19,708,435	20,353,218	21,051,107	21,889,456	22,376,566
Net Impact Fund Balance	43,500	53,403	(95,914)	(916,512)	(1,891,528)	(1,898,798)

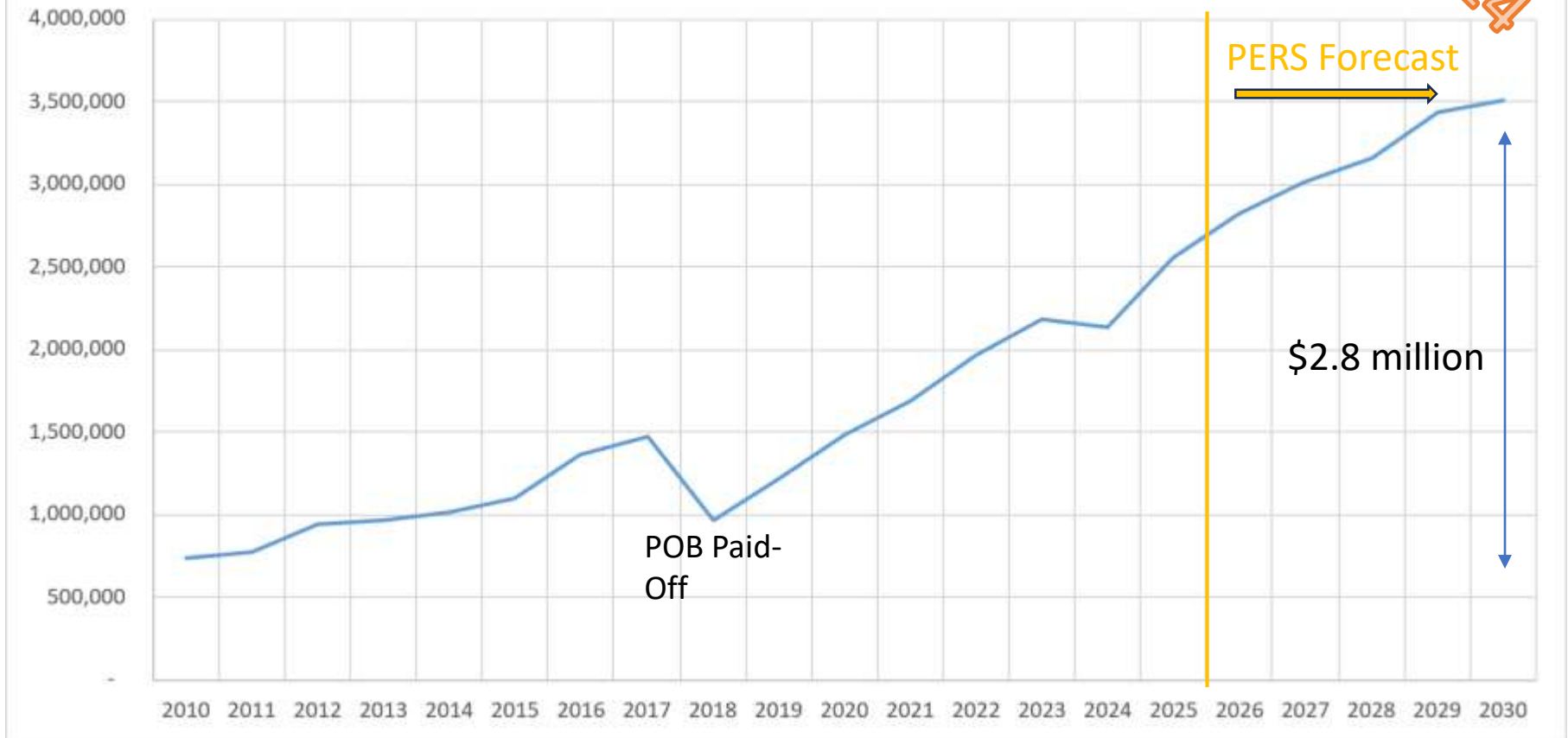
What was Driving Budget Shortfalls?

- Measure F expiring 2027
- Rising pension costs
- Sales tax not keeping up with inflation



Presented
Aug 2024

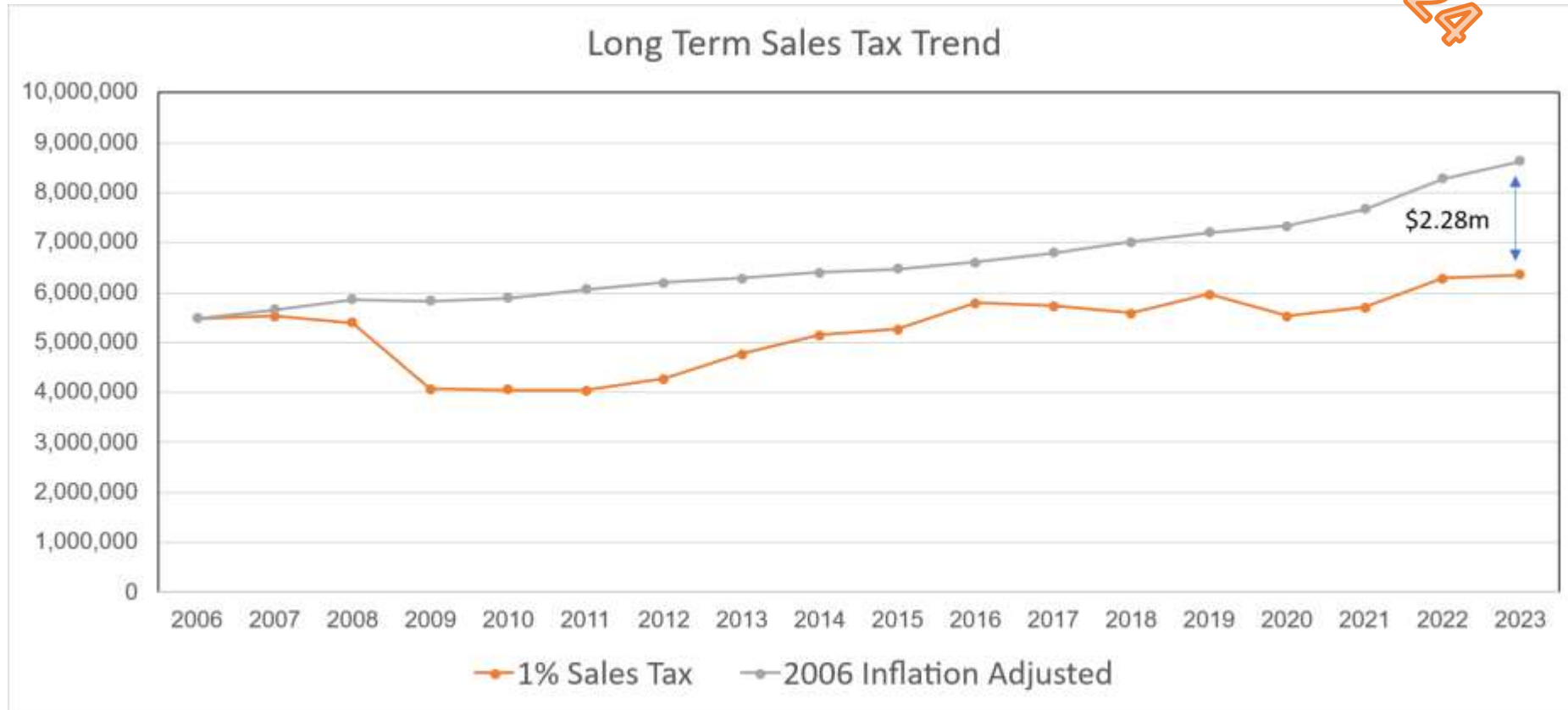
PERS Retirement Costs



Today 2030 PERS UAL payment is forecasted to be \$3.6 million

Presented
Aug 2024

Item 8 B.



Today Sales Tax gap is \$3.1 million

Based on Polling, New Measure to Support

Majority of voters recognize the City's need for additional funding → willing to maintain services through taxes

Top priorities for voters:

- Public safety response
- Roads, sidewalks, and bike lanes
- Beach and new Wharf
- Youth recreation programs
- Support for small businesses

Why a Sales Tax?



Projected fiscal challenges



Measure F will expire in 2027



Previous support for tax measures **high**



Less than **1/3** of **all sales tax paid** by City residents



Sales tax is a way to balance tax between **visitors and residents**

Why a Sales Tax?

Beginning July 1, 2024, sales tax rates in the County were:

- Capitola: 9.00%
- Santa Cruz: 9.75%
- Watsonville: 9.75%
- Scotts Valley: 9.75%
- Unincorporated Santa Cruz County: 9.50%

General fund tax to pay for essential City services and infrastructure needs

Presented
Aug 2024

General Revenue = Services for the Community

- Public Safety & Community Policing
- Capitola Beach, Roads & Parks
- Newly Rebuilt Capitola Wharf
- Recreation & Youth Programming



Voter Information

“The proposed 0.5% sales tax will help Capitola sustain vital services. Services such as providing for our police and workforce, enhancing public safety and maintaining our beautiful parks, beaches and wharf, and improving our streets, infrastructure, and recreation programs. This measure is also crucial for securing nearly \$8 million in federal funding to stabilize Cliff Drive against coastal erosion”

Argument for Measure Y	Argument against Measure Y
<p>In 2016, Capitola voters overwhelmingly approved Measure F, a 10-year 0.25% sales tax to revitalize our ocean-front infrastructure, including the flume, jetty, and iconic Capitola wharf. We're pleased to report that though careful planning, these projects, including the impressive \$11 million renovation of the wharf, have been completed ahead of schedule.</p> <p>Now, the City proposes an early repeal of Measure Y, to be replaced by a new 0.5% sales tax initiative to secure Capitola's financial future. This new measure addresses financial challenges due to inflation and the expiration of Measure F in 2027. With this step, the City can avoid a likely deficit in the next few years.</p> <p>The proposed 0.5% sales tax will help Capitola sustain vital services. Services such as providing for our police and workforce, enhancing public safety and maintaining our beautiful parks, beaches and wharf, and improving our streets, infrastructure, and recreation programs. This measure is also crucial for securing nearly \$8 million in federal funding to stabilize Cliff Drive against coastal erosion.</p> <p>After careful consideration, the City Council determined that a sales tax is the fairest way to address our budget challenges. Both visitors and residents contribute to our local economy, sharing the responsibility of maintaining our community's well-being. Importantly, City Staff estimates that less than one-third of Capitola's sales tax revenue is paid by residents; the vast majority is paid by visitors.</p> <p>Even with this new measure, Capitola will maintain the lowest tax rate in the County, staying 0.5% below other cities' rates. Capitola is a special community that we cherish. Let's ensure it remains vibrant and sustainable for future generations.</p> <p>Vote YES on Measure Y to Protect Capitola's Future.</p> <p>To learn more visit votemeasureY.com</p> <p>Yvette Brooks*, Capitola Vice Mayor</p> <p>Joe Clarke*, Capitola City Council Member</p> <p>Kristen Brown*, Capitola Mayor</p> <p>Margaux Morgan*, Capitola City Council Member</p> <p>Alexander Pedersen*, Capitola City Council Member</p>	<p>No Argument against Measure Y</p>

Item 8 B.

Voter Information

Ballot question

To protect essential city services including public safety and emergency services; repair potholes, maintain streets, sidewalks, bike lanes, beaches, the new wharf, and recreation programs for youth; improve traffic safety; and support local businesses, shall City-of-Capitola replace its quarter-percent sales tax, approved by voters in 2016, with a one-half percent sales tax, generating an estimated \$2.2 million annually for general government use, for ten years, with independent audits, and all funds staying local?

If Measure Y Failed

Compensation adjustments negotiated in MOUs approved by City Council in June 2024 would not have taken effect

- Police Officer pay 6% and PW Crew 2% lower
- Monthly health care costs for all employees would rise \$50 for employee only, \$75 for employee plus one, and \$100 for employee plus family, each year compounding
- Other positions pay would decrease between 0 - 16.95%
- No longer have parity in longevity pay between groups
- Probable impacts to recruitment and retention

If Measure Y Failed

- **City revenue and expenditures would be different**
 - City costs in 2025-26 would be \$500,000 lower due to MOU negotiated changes not taking effect
 - City Revenue in 2025-26 would be \$1.1 million lower
 - City would need to identify an additional \$600,000 in service level reductions this FY
 - Measure F expiring in FY 2027-28 would reduce revenue an additional \$1.1 million
 - Additional \$1.1 million in service level reductions would have been needed

Measure Y Summary

Presented
May 2025

Item 8 B.

Measure Y Estimated Revenue: \$1,122,140

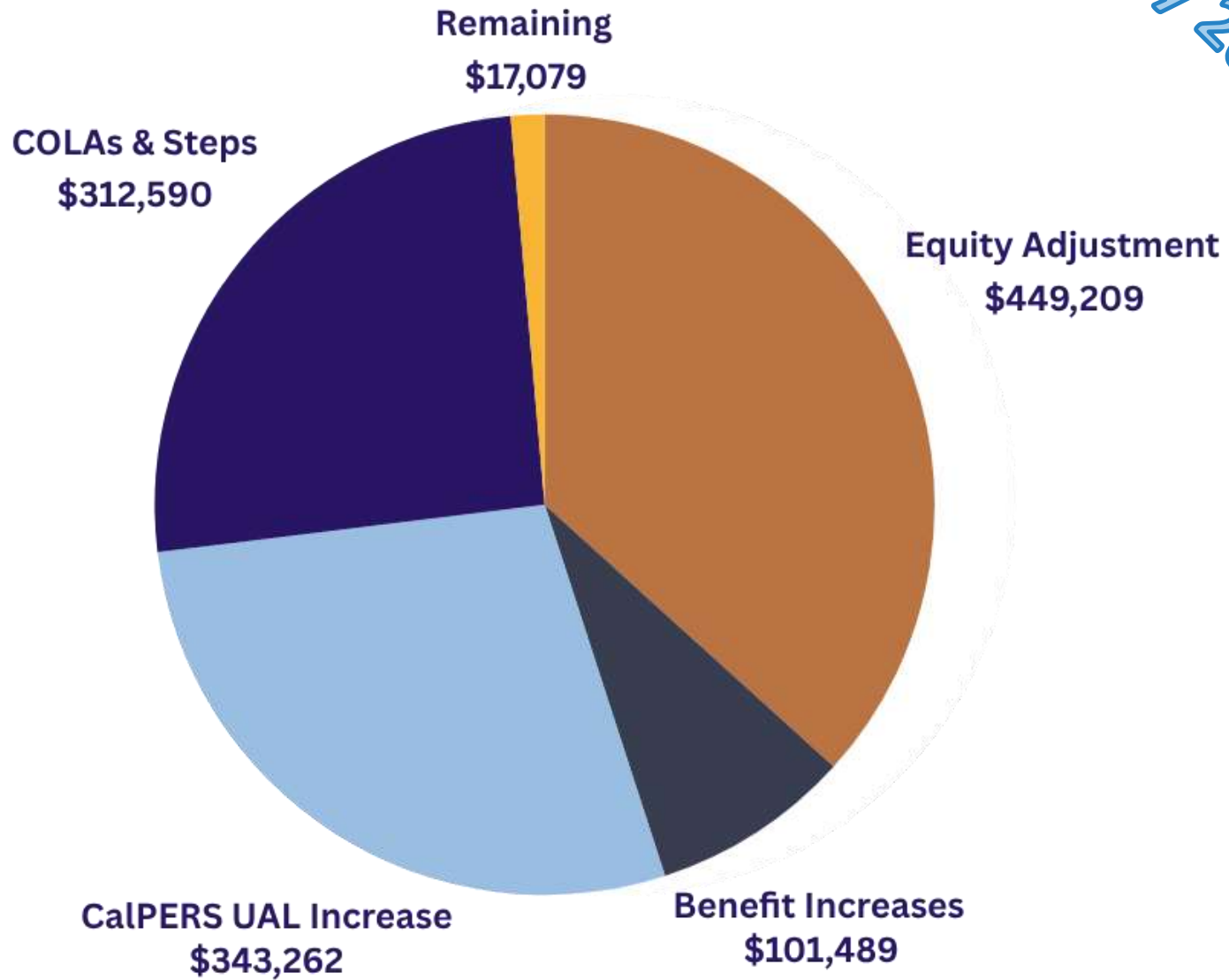
Increase in Personnel Costs: \$1,105,061

- Personnel Costs: \$449,209
 - One-time Equity Adjustment: \$347,720
 - Benefit increase: \$101,489
- CalPERS Unfunded Actuarial Liability (UAL) Increase: \$343,262
 - Increase of \$756,000 over last two fiscal years
- Cost of Living Adjustment (negotiated), step increases: \$312,590

FY 2025-26 Measure Y

Presented
May 2025

Item 8 B.



FY 2024-25 Receipts

Q4 receipts: \$574,709

- \$287k new revenue
- \$287k replaced Measure F

FY 2024-25 mid-year budget review

- Est. \$277k Measure Y (Apr. 1, 2025 – June 30, 2025)
 - Effective Apr. 1, 2025, per CDTFA policy
- \$227k salary market adjustments (Dec. 22, 2024 – June 30, 2025)
 - Negotiated effective 1st full pay period following certification of election

Bradley-Burns 1% tax

- FY 24-25 \$151k below budget
- Measure Y offset \$60k

FY 2025-26 Year-to-Date Measure Y Receipts

Item 8 B.

First Quarter (July – Sept.)

- \$556,597 slightly below budget

Second Quarter (Oct. – Dec.)

- \$353,369 – estimates for Oct. & Nov.
- Tracking slightly above budget

CDTFA Payment Timing

- Two months in arrears
- True-up quarterly
- 1st two quarters have been volatile last few FY's

Conclusion

Measure Y performing as expected

- Monitoring continues

2nd quarter true-up

- Statement released Feb. 19, 2026
- Electronic payment Feb. 24, 2026

Mid-year budget review

- Feb. 26, 2026
- Budget amendment, if any, during mid-year review

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: Public Works Department

Subject: Measure Q Grant Application



Recommended Action: Authorize staff to submit a Tier 2 Measure Q Community Impact Grant application in an amount not to exceed \$325,000 for invasive species removal, native habitat restoration, and interpretive signage improvements adjacent to the Park at Rispin Mansion along Soquel Creek.

Background: In November 2024, Santa Cruz County voters approved Measure Q to fund projects that improve water quality, reduce wildfire risk, protect wildlife habitat, and expand equitable access to parks and open space throughout Santa Cruz County. Grant awards are guided by the Measure Q Grant Guidelines and a Five-Year Vision Plan that identify priority actions, geographies, and outcomes for investment.

The Measure Q Grant Program includes two funding tiers. Tier 1 Community Catalyst Grants support smaller-scale stewardship, education, and pilot projects, while Tier 2 Community Impact Grants support more complex, multi-benefit projects that provide broader community or regional benefit.

The current Measure Q grant application period is open from January 26, 2026, through March 6, 2026, with awards anticipated in May 2026.

Discussion: The recently opened Park at Rispin Mansion is a publicly accessible park that includes landscaped areas, natural open space, and riparian habitat adjacent to Soquel Creek. The proposed improvements would benefit the Soquel Creek watershed, which flows directly adjacent to the park and supports riparian habitat and downstream water quality. Portions of the natural and riparian areas adjacent to the park are designated as an Environmentally Sensitive Habitat Area (ESHA) and are impacted by invasive plant species that degrade habitat quality and ecological function.

The City has previously invested in the Park at Rispin Mansion to establish public access and improve site conditions. In addition, the City has supported stewardship efforts at the site, including a volunteer invasive species removal event conducted in 2025. Building on this prior work, staff has identified invasive species management and habitat restoration adjacent to the park as a priority opportunity to protect sensitive resources and preserve prior public investment.

The proposed Measure Q grant application would fund:

- Removal of priority invasive plant species in natural and riparian areas adjacent to the Park at Rispin Mansion;
- Native habitat restoration and enhancement following invasive species removal; and
- Installation of interpretive signage focused on habitat protection, watershed health, and stewardship.

All work would be designed and implemented consistent with applicable environmental regulations and ESHA requirements. As the project is scalable, the final scope would be refined based on the grant award amount and site conditions.

Given the ecological sensitivity of the site, the scale of work needed to achieve meaningful environmental benefit, and the opportunity to implement a coordinated restoration effort, staff recommends pursuing a Tier 2 Community Impact Grant.

Alternative Projects Considered

Other Council-priority park projects were evaluated for Measure Q eligibility and competitiveness. Esplanade Park is scheduled to receive funding through a State Coastal Conservancy grant for planning and conceptual design work on Feb. 19, and staff is currently advancing that scope. Additional Measure Q funding would be more appropriate for a future implementation phase following completion of the planning effort.

The Monterey Park Playground Project is primarily recreational in nature and has not yet completed public outreach or project definition; therefore, not currently positioned to compete effectively under Measure Q's environmental and habitat-focused evaluation criteria.

Staff recommends the Park at Rispin Mansion Project as the most grant-ready and competitive Measure Q application at this time.

Fiscal Impact: There is no fiscal impact associated with submitting the grant application. No match is required for Measure Q funding. If the grant is awarded, staff would return to Council with any required grant agreements, environmental compliance actions, or budget adjustments.

Attachments:

1. ESHA and Riparian Areas Map – Park at Rispin Mansion

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

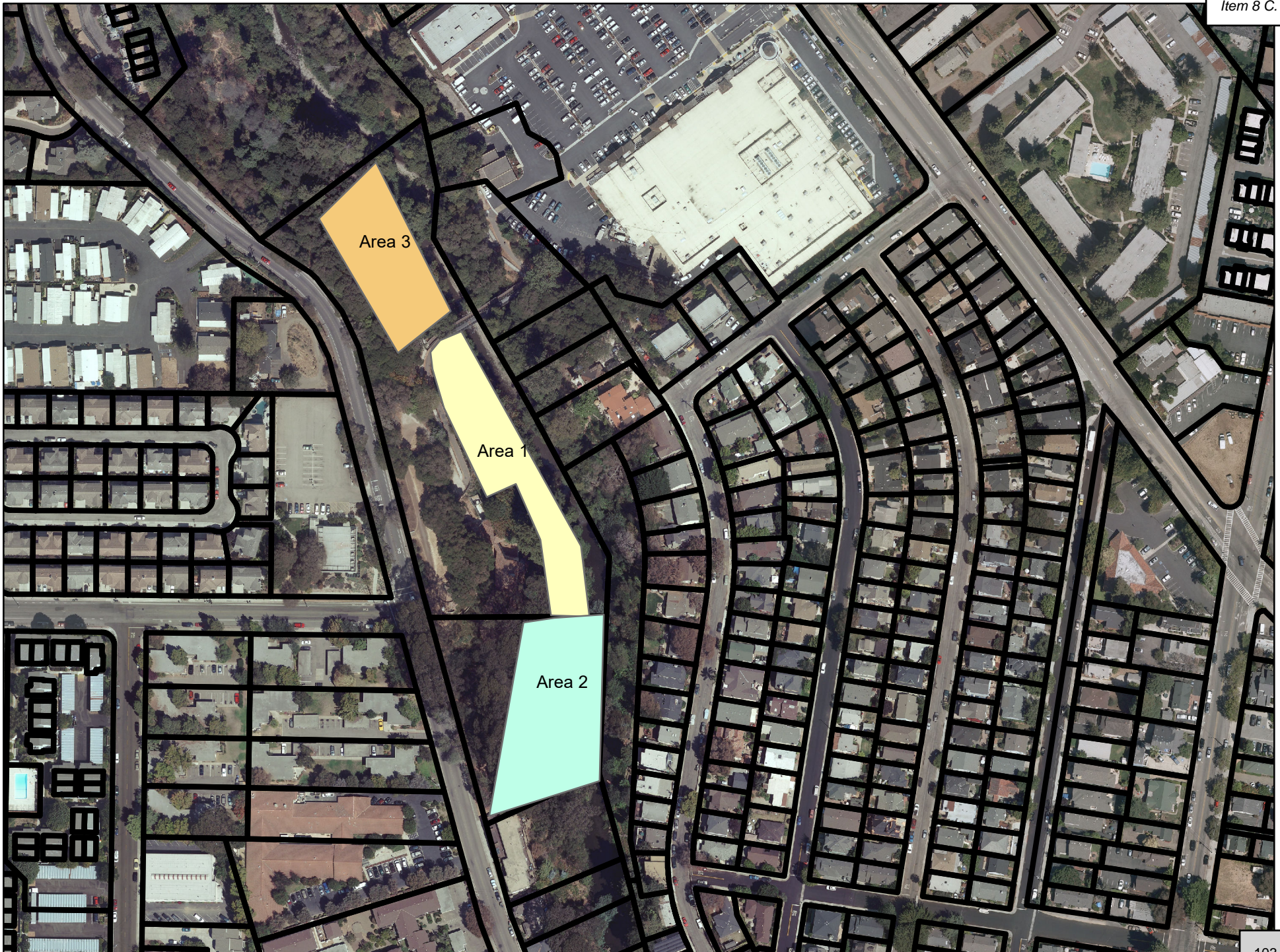
Report Prepared By: Jessica Kahn, Public Works Director

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager

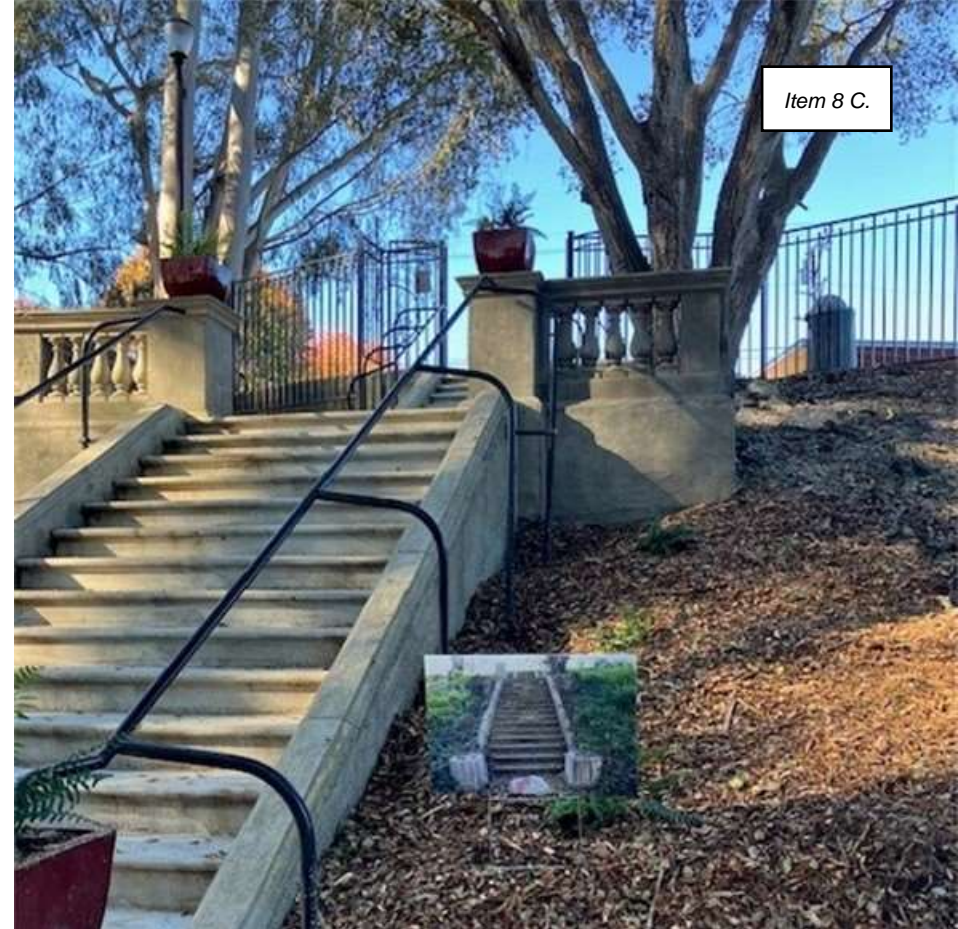
Rispin Property - Riparian Areas

Item 8 C.



CITY OF CAPITOLA





Item 8 C.

Measure Q Grant Application

City Council

February 12, 2026

Measure Q Grant Application

Grant Overview



- Measure Q funds projects that:
 - Improve water quality
 - Reduce wildfire risk
 - Protect wildlife habitat
 - Expand equitable access to parks and open space
- Tier 2 Community Impact Grants (>\$50k) support larger-scale, multi-benefit environmental projects



SANTA CRUZ COUNTY
MEASURE Q

Measure Q Grant Application

Project Location



Located along
Soquel Creek at
the Park at
Rispin Mansion
Riparian

habitat
supports
wildlife and
watershed
health

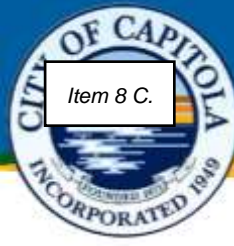
Invasive plant
species impact
habitat quality

Project is
scalable based
on grant award



Measure Q Grant Application

Proposed Scope



Proposed Grant Scope

- Removal of priority invasive plant species
- Native habitat restoration and enhancement

All work will

- Comply with ESHA and environmental regulations
- Be reviewed by a qualified biologist
- Include monitoring as needed

Measure Q Grant Application Alternative Projects Considered



Esplanade Park

- Advancing through State Coastal Conservancy funding
- Potential Measure Q for future implementation

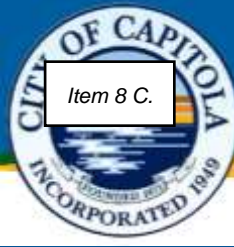
Monterey Park Playground

- Primarily recreational in nature
- Not yet defined to be competitive

Rispin Project is the most grant-ready and competitive Measure Q opportunity at this time

Measure Q Grant Application

Fiscal Impact



No match required

No fiscal impact associated with submitting application

If awarded, staff will return with grant agreements and any necessary budget adjustments

Recommended Action

Authorize staff to submit a Tier 2 Measure Q Community Impact Grant application in an amount not to exceed \$325,000 for invasive species removal, native habitat restoration, and interpretive signage improvements adjacent to the Park at Rispin



Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: City Manager Department

Subject: Housing for Health Partnership Board Appointment



Recommended Action: Appoint the City of Capitola's representative on the Santa Cruz County Housing for Health Partnership Policy Board for a two-year term expiring December 2027.

Background: Formerly known as the Homeless Action Partnership (HAP), the Housing for Health Partnership (H4HP) was formed in 2021 and serves as the federally-designated Continuum of Care (CoC) for Santa Cruz County and coordinates resources, programs and services focused on preventing and ending homelessness. Employees from the County of Santa Cruz Human Services Department Housing for Health Division provide staffing support for the H4HP.

The H4HP is a collaboration of five public jurisdictions in Santa Cruz County (the County and the cities of Santa Cruz, Watsonville, Capitola and Scotts Valley) along with housing and service providers, people with lived experience of homelessness and other stakeholders. HUD provides over \$4 million per year to the Santa Cruz County community through the work of the H4HP. The H4HP also plays a role in receiving and coordinating other resources from federal and state government agencies.

The Housing for Health Partnership Policy Board (H4HP Board) acts as the governing board for the Santa Cruz County HUD-designated Continuum of Care, known as the Housing for Health Partnership. The Board is responsible for high-level planning and decision-making. It sets overall policy direction, provides system oversight, and delegates implementation, operational, and planning responsibilities to specific Operational Committees and Working Groups. The H4HP Board is responsible for aligning and developing resources, stakeholders, and collective wisdom across the greater Santa Cruz community to promote public health and make significant impacts on the crisis of homelessness, benefitting all residents, particularly those without homes.

Discussion: Pursuant to the Santa Cruz County Housing for Health partnership Governance Charter, Board membership consists of 15 community leaders and stakeholders who represent different entities and constituencies. Capitola and Scotts Valley share a board seat on a rotating basis for two-year terms. This seat was filled by Scotts Valley for the last two years and it is now Capitola's turn to appoint a representative for a two-year term (2026-2027). This seat may be filled by an elected official, government staff, or other citizen. The Board is mostly comprised of elected officials, city staff members, public health staff, and those with lived experience. The H4HP Board meets every two months, with the next meeting scheduled for February 9, 2026.

Staff recommends the Council either: 1) appoint a City Council Member to represent Capitola on the Policy Board; or 2) appoint a staff member to represent Capitola on the Policy Board.

Fiscal Impact: None

Alignment with 2025-2029 Strategic Plan Priority: Collaborative Engagement, Dynamic Innovations, Fiscal Sustainability, Resilient Community, Respectful Service

Report Prepared By: Rosie Wyatt, Deputy City Clerk

Reviewed By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager



CAPITOLA REPRESENTATIVE ON THE HOUSING FOR HEALTH PARTNERSHIP POLICY BOARD

February 12, 2026

Background

- Formed in 2021 and serves as federally-designated Continuum of Care (CoC) for Santa Cruz County
- Collaboration of 5 public agencies
 - ▣ County of Santa Cruz
 - ▣ Cities of Capitola, Scotts Valley, Watsonville, and Santa Cruz
- Policy Board acts as the governing board
 - ▣ 15 community leaders and stakeholders who represent different entities and constituencies
 - ▣ Scotts Valley and Capitola share seat



Meeting Schedule

- Meetings in Capitola Community Room
- Meetings every other month
 - ▣ Next meeting April 20 at 11 AM



Recommended Action

Staff recommends the Council either: 1) appoint a City Council Member to represent Capitola on the Policy Board; or 2) appoint a staff member to represent Capitola on the Policy Board.

Capitola City Council

Agenda Report

Meeting: February 12, 2026

From: City Manager Department

Subject: Finance Advisory Committee Composition



Recommended Action: Review City Council appointments to the Finance Advisory Committee.

Background: The Finance Advisory Committee (FAC) was originally established in 2000 and advises the City Council on financial matters pertaining to the governing of the City, as well as on the use of fiscal resources.

FAC Bylaws (Resolution No. 4365) state that the FAC is composed of seven or eight members: the Mayor, the Vice Mayor, three at-large members appointed by the City Council, and one or two business representatives recommended by the Chamber of Commerce and appointed by the City Council. If the Mayor or Vice Mayor do not wish to serve, another Council Member can take their place.

On December 11, 2025, the City Council conducted its annual reorganization, naming Margaux Morgan as Mayor and Gerry Jensen as Vice Mayor.

Discussion: The current composition of the FAC is below. Due to the City Council reorganization, staff recommends reviewing the FAC composition to either: 1) affirm that the current composition can continue, or 2) make a motion to change the composition to include the current Mayor/Vice Mayor.

Name	Date Appointed	Term Expires
Mayor Margaux Morgan	2/13/2025	12/31/2026
Council Member Susan Westman	6/12/2025	12/31/2026
Emeline Nguyen	1/30/2025	12/31/2026
Keith Cahalen	1/30/2025	12/31/2026
Anthony Rovai	1/30/2025	12/31/2026
Leslie Nielsen	1/30/2025	12/31/2026
Matt Arthur	1/30/2025	12/31/2026

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

Alignment with 2025-2029 Strategic Plan Priority: Accountable Government

Report Prepared By: Julia Gautho, City Clerk

Approved By: Jamie Goldstein, City Manager



FINANCE ADVISORY COMMITTEE COMPOSITION

February 12, 2026

Background

- FAC composed of 7 or 8 members:
 - Mayor,
 - Vice Mayor,
 - 3 at-large members appointed by the City Council,
 - 1 or 2 business representatives recommended by Chamber of Commerce and appointed by City Council.
- If Mayor or Vice Mayor do not wish to serve, another Council Member can take their place.
- Last Council reorganization 12/11/2025



Current Composition

Name	Date Appointed	Term Expires
Mayor Margaux Morgan	2/13/2025	12/31/2026
Council Member Susan Westman	6/12/2025	12/31/2026
Emeline Nguyen	1/30/2025	12/31/2026
Keith Cahalen	1/30/2025	12/31/2026
Anthony Rovai	1/30/2025	12/31/2026
Leslie Nielsen	1/30/2025	12/31/2026
Matt Arthur	1/30/2025	12/31/2026



Recommended Action

Due to City Council reorganization, staff recommends reviewing FAC composition to either:

- 1) affirm the current composition can continue, or
- 2) make a motion to change composition to include current Mayor/Vice Mayor.