

# City of Capitola Agenda

Mayor: Sam Storey  
Vice Mayor: Dennis Norton  
Council Members: Ed Bottorff  
Stephanie Harlan  
Michael Termini  
Treasurer: Christine McBroom



**REVISED**

## **CAPITOLA CITY COUNCIL REGULAR MEETING**

**THURSDAY, APRIL 10, 2014**

**CITY HALL COUNCIL CHAMBERS  
420 CAPITOLA AVENUE, CAPITOLA, CA 95010**

**CLOSED SESSION – 6:45 PM**

*An announcement regarding the items to be discussed in Closed Session will be made in the City Hall Council Chambers prior to the Closed Session. Members of the public may, at this time, address the City Council on closed session items only. There will be a report of any final decisions in City Council Chambers during the City Council's Open Session Meeting.*

### **LIABILITY CLAIMS** (Govt. Code §54956.95)

Claimant: Patricia Greenwood

Agency claimed against: City of Capitola

**REGULAR MEETING OF THE CAPITOLA CITY COUNCIL – 7:00 PM**

*All matters listed on the Regular Meeting of the Capitola City Council Agenda shall be considered as Public Hearings.*

**1. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Council Members Stephanie Harlan, Dennis Norton, Ed Bottorff, Michael Termini, and Mayor Sam Storey

**2. PRESENTATIONS**

- A. Certificate of Commendation to Detective Sarah Ryan, Detective Leo Moreno, and Sergeant Mark Gonzalez.
- B. Presentation to Police Officer Pedro Zamora and retired Police Service Canine Katie.
- C. Presentation by Michelle Williams, Arts Council Santa Cruz County Executive Director.

**3. REPORT ON CLOSED SESSION**

**4. ADDITIONAL MATERIALS**

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

- A. 2.C.  
DETAILS:  
Arts & Economic Prosperity IV in Santa Cruz County.
- B. 9.C.  
DETAILS:  
Revised Mutual Indemnity Agreement re: Junior Lifeguard Instructor Training Services.
- C. 10.A.  
DETAILS:  
McGregor Park Detailed Cost Estimate.
- D. 10.B.  
DETAILS:  
Email from Ordning.
- E. 10.C.  
DETAILS:  
Email from Martorella.

**5. ADDITIONS AND DELETIONS TO AGENDA**

**6. PUBLIC COMMENTS**

*Oral Communications allows time for members of the Public to address the City Council on any item not on the Agenda. Presentations will be limited to three minutes per speaker. 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. All speakers are requested to print their name on the sign-in sheet located at the podium so that their name may be accurately recorded in the minutes. A MAXIMUM of 30 MINUTES is set aside for Oral Communications at this time.*

**CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, April 10, 2014**

**7. CITY COUNCIL / CITY TREASURER / STAFF COMMENTS**

*City Council Members/City Treasurer/Staff may comment on matters of a general nature or identify issues for staff response or future council consideration.*

**8. BOARDS, COMMISSIONS AND COMMITTEES APPOINTMENTS**

**9. CONSENT CALENDAR**

*All items listed in the "Consent Calendar" 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 public or 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. Receive Planning Commission Action Minutes for the Regular Meeting of April 3, 2014.  
RECOMMENDED ACTION:  
Receive Minutes.
- B. Consider denying liability claim of Patricia Greenwood in the amount of \$9,500 and forward to the City's liability insurance carrier.  
RECOMMENDED ACTION:  
Deny Liability Claim.
- C. Consider a contract with the City of Santa Cruz in an amount not to exceed \$4,500 to provide Junior Lifeguard instructor training, and authorize a \$15,000 increase in expenditures for wages paid to the Capitola Junior Lifeguard instructors during training.  
RECOMMENDED ACTION:  
Authorize City Manager to execute contract and approve budget adjustment in the amount of \$19,500.
- D. Consider acceptance of Association of Monterey Bay Area Governments (AMBAG) Regional Public Safety Electric Motorcycle Upgrade Program Grant of \$14,250 for the purchase of a Police Department electric motorcycle; and authorize budget adjustment increasing budget revenue and expenditures by \$14,250 for Fiscal Year 2013-2014.  
RECOMMENDED ACTION:  
Approve the acceptance of grant funds for the purchase of a Police Department electric motorcycle; and authorize budget adjustment.

**10. GENERAL GOVERNMENT / PUBLIC HEARINGS**

*General Government items are intended to provide an opportunity for public discussion of each item listed. The following procedure is followed for each General Government item: 1) Staff explanation; 2) Council questions; 3) Public comment; 4) Council deliberation; 5) Decision.*

## CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, April 10, 2014

- A. Consider the approval of plans, specifications, and the engineer's estimate for the construction of the McGregor Park; authorization to advertise for bids and a budget amendment allocating \$130,000 within the Capital Improvement Program from Undetermined Park Improvements to the McGregor Park Project, and modifications to the McGregor Park Donation and Sponsorship Program.  
RECOMMENDED ACTION:  
Approve plans, specification and estimate; authorize advertising for bids, a budget amendment, and modifications to the McGregor Park Donation and Sponsorship Program.
- B. Consider the Lower Pacific Cove Parking Lot Operating Guidelines and the renaming of both the Upper and the Lower Pacific Cove Parking Lots.  
RECOMMENDED ACTION:  
Approve Operating Guidelines and the renaming of both Pacific Cove Parking Lots.
- C. Consider finalizing the design and funding for the Esplanade and Stockton Avenue Intersection Improvements; and authorize advertising the project for construction bids.  
RECOMMENDED ACTION:  
Approve Esplanade and Stockton Avenue Intersection Improvements; and authorize advertising the project for construction bids.
- D. Consider implementing a Village "Personalized Brick" Program.  
RECOMMENDED ACTION:  
Approve Program.
- E. Consider a contract with Community Television of Santa Cruz County, Inc., to provide programming for the City's Public, Education and Government Channels; and authorize the City Manager to execute the contract.  
RECOMMENDED ACTION:  
Approve contract.

### 11. ADJOURNMENT

Adjourn to the next Regular Meeting of the City Council on Thursday, April 24, 2014, at 7:00 PM, in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.

**Note:** Any person seeking to challenge a City Council decision made as a result of a proceeding in which, by law, a hearing is required to be given, evidence is required to be taken, and the discretion in the determination of facts is vested in the City Council, shall be required to commence that court action within ninety (90) days following the date on which the decision becomes final as provided in Code of Civil Procedure §1094.6. Please refer to code of Civil Procedure §1094.6 to determine how to calculate when a decision becomes "final." Please be advised that in most instances the decision become "final" upon the City Council's announcement of its decision at the completion of the public hearing. Failure to comply with this 90-day rule will preclude any person from challenging the City Council decision in court.

**Notice regarding City Council:** The Capitola City Council meets on the 2nd and 4th Thursday of each month at 7:00 p.m. (or in no event earlier than 6:00 p.m.), in the City Hall Council Chambers located at 420 Capitola Avenue, Capitola.

## **CAPITOLA CITY COUNCIL REGULAR MEETING - Thursday, April 10, 2014**

**Agenda and Agenda Packet Materials:** The City Council Agenda and the complete Agenda Packet are available for review on the City's website: [www.cityofcapitola.org](http://www.cityofcapitola.org) and at Capitola City Hall and at the Capitola Branch Library, 2005 Wharf Road, Capitola, on the Monday prior to the Thursday meeting. Agendas are also available at the Capitola Post Office located at 826 Bay Avenue, Capitola. Need more information? Contact the City Clerk's office at 831-475-7300.

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

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

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

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# ARTS &

The Economic Impact of Nonprofit  
Arts and Culture Organizations  
and Their Audiences

# ECONOMIC PROSPERITY IV

in SANTA CRUZ COUNTY, CA



*Arts and Economic Prosperity IV* was conducted by Americans for the Arts, the nation's leading nonprofit organization for advancing the arts in America. Established in 1960, we are dedicated to representing and serving local communities and creating opportunities for every American to participate in and appreciate all forms of the arts.

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"Understanding and acknowledging the incredible economic impact of the nonprofit arts and culture sectors, we must always remember their fundamental value. They foster beauty, creativity, originality, and vitality. The arts inspire us, soothe us, provoke us, involve us, and connect us. But they also create jobs and contribute to the economy."

— Robert L. Lynch  
President and CEO  
Americans for the Arts

“The arts have the power to transform a community. They can connect both likely and unlikely partners to find creative ways to address and help solve broad community issues, from water conservation to downtown revitalization to promoting health and wellness. The arts are the greatest instrument for social change and community building that I know. And when our community is strong, our economy is strong. From start to finish, arts are the answer.”

— Michelle Williams  
President and CEO  
Arts Council Santa Cruz County

Local support for *Arts & Economic Prosperity IV* was provided by:



ARTS  
COUNCIL  
SANTA  
CRUZ  
COUNTY



# The Arts Mean Business

By Robert L. Lynch, President and CEO, Americans for the Arts

America's artists and arts organizations live and work in every community from coast-to-coast—fueling creativity, beautifying our cities, and improving our quality of life. In my travels across the country, business and government leaders often talk to me about the challenges of funding the arts amid shrinking resources and alongside other pressing needs. They worry about jobs and the economy. Is their region a magnet for attracting and retaining a skilled and innovative workforce? How well are they competing in the high-stakes race to attract new businesses? The findings from *Arts & Economic Prosperity IV* send a clear and welcome message: leaders who care about community and economic vitality can feel good about choosing to invest in the arts.

*Arts & Economic Prosperity IV* is our fourth study of the nonprofit arts and culture industry's impact on the economy. The most comprehensive study of its kind ever conducted, it features customized findings on 182 study regions representing all 50 states and the District of Columbia as well as estimates of economic impact nationally. Despite the economic headwinds that our country faced in 2010, the results are impressive. Nationally, the industry generated \$135.2 billion in total economic activity—\$61.1 billion by the nation's nonprofit arts and culture organizations in addition to \$74.1 billion in event-related expenditures by their audiences. This economic activity supports 4.1 million full-time jobs. Our industry also generates \$22.3 billion in revenue to local, state, and federal governments every year—a yield well beyond their collective \$4 billion in arts allocations.

Arts and culture organizations are resilient and entrepreneurial businesses. They employ people locally, purchase goods and services from within the community, and market and promote their regions. Arts organizations are rooted locally; these are jobs that cannot be shipped overseas. Like most industries, the Great Recession left a measurable financial impact on the arts—erasing the gains made during the pre-recession years, and leaving 2010 expenditures three percent behind their 2005 levels. The biggest effect of the recession was on attendance and audience spending. Inevitably, as people lost jobs and worried about losing their houses, arts attendance—like attendance to sports events and leisure travel—waned as well. Yet, even in a down economy, some communities saw an increase in their arts spending and employment. As the economy rebounds, the arts are well poised for growth. They are already producing new and exciting work—performances and exhibitions and festivals that entertain, inspire, and attract audiences.

*Arts & Economic Prosperity IV* shows that arts and culture organizations leverage additional event-related spending by their audiences that pumps revenue into the local economy. When patrons attend an arts event they may pay for parking, eat dinner at a restaurant, shop in local retail stores, and have dessert on the way home. Based on the 151,802 audience-intercept surveys conducted for this study, the typical arts attendee spends \$24.60 per person, per event, beyond the cost of admission.

Communities that draw cultural tourists experience an additional boost of economic activity. Tourism industry research has repeatedly demonstrated that arts tourists stay longer and spend more than the average traveler. *Arts & Economic Prosperity IV* reflects those findings: 32 percent of attendees live outside the county in which the arts event took place, and their event-related spending is more than twice that of their local counterparts (nonlocal: \$39.96 vs. local: \$17.42). The message is clear: a vibrant arts community not only keeps residents and their discretionary spending close to home, it also attracts visitors who spend money and help local businesses thrive.

*Arts & Economic Prosperity IV* demonstrates that America's arts industry is not only resilient in times of economic uncertainty, but also a key component to our nation's economic recovery and future prosperity. Business and elected leaders need not feel that a choice must be made between arts funding and economic prosperity. This study proves that they can choose both. Nationally, as well as locally, **the arts mean business.**

"Santa Cruz County embraces the arts by encouraging visual and performing artists to live and work in our communities. Their enthusiasm and energetic efforts bring an unparalleled vibrancy to our collective life. They increase area tourism, sales and tax revenues, and help stimulate small business growth. The arts community is an important contributor to the growing economic health of our region."

— Hilary Bryant  
Councilmember 2010-present, Mayor 2012-2013  
City of Santa Cruz

# The Economic Impact of the Nonprofit Arts and Culture Industry in Santa Cruz County, CA

*Arts & Economic Prosperity IV* provides compelling new evidence that the nonprofit arts and culture are a significant industry in Santa Cruz County—one that generates \$38.38 million in total economic activity. This spending—\$21.84 million by nonprofit arts and culture organizations and an additional \$16.54 million in event-related spending by their audiences—supports 877 full-time equivalent jobs, generates \$22.36 million in household income to local residents, and delivers \$5.26 million in local and state government revenue. This economic impact study sends a strong signal that when we support the arts, we not only enhance our quality of life, but we also invest in Santa Cruz County’s economic well-being.

In 2012, Americans for the Arts published *Arts & Economic Prosperity IV*, the most comprehensive study of its kind ever conducted. It documented the economic impact of the nonprofit arts and culture sector in 139 cities and counties, 31 multi-city or multi-county regions, 10 states, and two individual arts districts—representing all 50 U.S. states and the District of Columbia. The diverse study regions ranged in population (1,600 to four million) and type (rural to large urban). Project economists customized input-output models to calculate specific and reliable findings for each study region. This study focused solely on the economic impact of nonprofit arts and culture organizations and event-related spending by their audiences. Spending by individual artists and the for-profit arts and culture sector were excluded.

**This report presents the findings of a new study to evaluate the economic impact of the nonprofit arts and culture industry in Santa Cruz County, CA.** The methodology used is identical to the national study methodology, providing the ability to compare the results with those of the national study participants.

## Defining Economic Impact

This proprietary study uses four economic measures to define economic impact: full-time equivalent jobs, resident household income, and local and state government revenues.

**(1) Full-Time Equivalent (FTE) Jobs** describes the total amount of labor employed. Economists measure FTE jobs, not the total number of employees, because it is a more accurate measure that accounts for part-time employment.

**(2) Resident Household Income** (often called Personal Income) includes salaries, wages, and entrepreneurial income paid to local residents. It is the money residents earn and use to pay for food, mortgages, and other living expenses.

**Revenue to (3) Local and (4) State Government** includes revenue from local and state taxes (e.g., income, property, sales, and lodging) as well as funds from license fees, utility fees, filing fees, and other similar sources.

## Economic Impact of the ENTIRE Nonprofit Arts and Culture Industry (Combined Spending by Both Organizations and Their Audiences) in Santa Cruz County

During fiscal year 2012, aggregate nonprofit sector spending by both Santa Cruz County’s nonprofit arts and culture organizations and their audiences totaled \$38.38 million. The table below demonstrates the total economic impact of this spending.

TOTAL Economic Impact of the Nonprofit Arts and Culture Industry in Santa Cruz County (Spending by Nonprofit Arts and Culture Organizations <u>and</u> Their Audiences)			
	Santa Cruz County	Median of Similar Study Regions <i>Pop. = 250,000 to 499,999</i>	National Median
Direct Expenditures	\$38,383,368	\$78,014,569	\$49,081,279
Full-Time Equivalent Jobs	877	2,719	1,533
Resident Household Income	\$22,359,000	\$63,166,000	\$35,124,500
Local Government Revenue	\$1,441,000	\$3,640,500	\$1,946,500
State Government Revenue	\$3,815,000	\$4,143,500	\$2,498,000

### Direct and Indirect Economic Impact: How a Dollar is Re-spent in the Economy

*Arts & Economic Prosperity IV* uses a sophisticated economic analysis called input-output analysis to measure economic impact. It is a system of mathematical equations that combines statistical methods and economic theory. Input-output analysis enables economists to track how many times a dollar is “re-spent” within the local economy, and the economic impact generated by each round of spending. How can a dollar be re-spent? Consider the following example:

A theater company in Santa Cruz County purchases several gallons of paint from a local hardware store for \$200. The hardware store then uses a portion of the \$200 to pay the sales clerk; the sales clerk re-spends some of the money at a grocery store; the grocery store uses some to pay its cashier; the cashier spends some on rent; and so on ...

Thus, the initial expenditure by the theater company was followed by four additional rounds of local spending (by the hardware store, the sales clerk, the grocery store, and the cashier).

- The economic impact of the theater company’s initial \$200 expenditure is the direct economic impact.
- The economic impacts of the subsequent rounds of local spending are the indirect impacts.
- Eventually, the \$200 dollars will “leak out” of the local economy (i.e., be spent non-locally) and cease to have a local economic impact. In this example, if the theater company purchased the paint from a non-local hardware store there would be no local economic impact. Since the hardware store is located in Santa Cruz County, the dollars remain within the local economy and create at least one more round of local spending by the hardware company.
- The total impact is the sum of the direct impact plus all indirect impacts. **This report provides the total impact.**

A dollar “ripples” very different through each community, which is why a customized input-output model was created for Santa Cruz County.

"Annieglass has benefited greatly from being located in a vibrant arts community. Santa Cruz County has attracted many of our collectors from around the country to visit and enjoy the inspiration we all get from living here."

— Annie Morhauser  
CEO, Annieglass

"When my wife and I dine at a local restaurant the night of a symphony concert and note that almost all the people there are going to the concert, it drives home the importance of our symphony to the local economy. This in addition to the many jobs the symphony provides for the musicians, the administration staff, the production staff and others. I believe performing arts events are a significant part of the appeal of Santa Cruz and greatly benefit our tourism industry and our local economy."

— Owen Brown  
Board President, Santa Cruz County Symphony  
Retired, Chief Technology Officer, Plantronics

## Economic Impact of Spending by Nonprofit Arts and Culture ORGANIZATIONS in Santa Cruz County

Nonprofit arts and culture organizations are active contributors to their business community. They are employers, producers, and consumers. They are members of the Chamber of Commerce as well as key partners in the marketing and promotion of their cities, regions, and states. Spending by nonprofit arts and culture organizations totaled \$21.84 million in Santa Cruz County during fiscal year 2012. This spending is far-reaching: organizations pay employees, purchase supplies, contract for services, and acquire assets within their community. These actions, in turn, support jobs, create household income, and generate revenue to the local and state governments.

Santa Cruz County’s nonprofit arts and culture organizations provide rewarding employment for more than just administrators, artists, curators, choreographers, and musicians. They also employ financial staff, facility managers, and salespeople. In addition, the spending by these organizations directly supports a wide array of other occupations spanning many industries (e.g., printing, event planning, legal, construction, and accounting).

Data were collected from 72 eligible nonprofit arts and culture organizations in Santa Cruz County. Each provided detailed budget information about more than 40 expenditure categories for fiscal year 2012 (e.g., labor, payments to local and nonlocal artists, operations, administration, programming, facilities, and capital expenditures/asset acquisition). The following tables demonstrates the total economic impacts of their aggregate spending.

<b>TOTAL Economic Impact of Spending by Nonprofit Arts and Culture ORGANIZATIONS in Santa Cruz County</b>			
	<b>Santa Cruz County</b>	<b>Median of Similar Study Regions <i>Pop. = 250,000 to 499,999</i></b>	<b>National Median</b>
Direct Expenditures	<b>\$21,839,409</b>	\$35,493,513	\$23,141,643
Full-Time Equivalent Jobs	<b>593</b>	1,392	791
Resident Household Income	<b>\$15,311,000</b>	\$32,773,000	\$19,488,000
Local Government Revenue	<b>\$601,000</b>	\$1,425,000	\$867,000
State Government Revenue	<b>\$1,768,000</b>	\$1,565,000	\$1,010,000



## **An Economic Impact Beyond Dollars: Volunteerism**

While arts volunteers may not have an economic impact as defined in this study, they clearly have an enormous impact by helping Santa Cruz County’s nonprofit arts and culture organizations function as a viable industry. *Arts & Economic Prosperity IV* reveals a significant contribution to nonprofit arts and culture organizations as a result of volunteerism. During 2012, a total of 4,588 volunteers donated a total of 94,336 hours to Santa Cruz County’s participating nonprofit arts and culture organizations. This represents a donation of time with an estimated aggregate value of \$2,088,599 (Independent Sector estimates the dollar value of the average 2012 volunteer hour to be \$22.14).

The 72 participating organizations reported an average of 20.6 volunteers who volunteered an average of 63.7 hours, for a total of 1,310 hours per organization.

## **The Value of In-Kind Contributions to Arts Organizations**

The participating organizations were asked about the sources and value of their in-kind support. In-kind contributions are non-cash donations such as materials (e.g., office supplies from a local retailer), facilities (e.g., rent), and services (e.g., printing costs from a local printer). The 72 participating nonprofit arts and culture organizations in Santa Cruz County reported that they received in-kind contributions with an aggregate value of \$354,751 during fiscal year 2012. These contributions were received from a variety of sources including corporations, individuals, local and state arts agencies, and government.

“Artists are entrepreneurs whether they define themselves in that way or not. In immigrant communities artists like small businesses need to be fostered and supported in order to attain their economic potential. I believe there is untapped artistic entrepreneurship here in the Pájaro Valley. It is the responsibility of our community as a whole to nourish the arts and cultivate a vibrant community.”

— Amy Mascareñas

Outreach and Business Development Specialist, El Pajaro  
Community Development Corp.

## Economic Impact of Spending by Nonprofit Arts and Culture AUDIENCES in Santa Cruz County

The nonprofit arts and culture industry, unlike most industries, leverages a significant amount of event-related spending by its audiences. For example, when patrons attend a cultural event, they may pay to park their car, purchase dinner at a restaurant, shop in nearby stores, eat dessert after the show, and pay a babysitter upon their return home. Attendees from out of town may spend the night in a hotel. This spending generates related commerce for local businesses such as restaurants, parking garages, retail stores, and hotels.

To measure the impact of nonprofit arts and culture audiences in Santa Cruz County, data were collected from 671 event attendees during 2013. Researchers used an audience-intercept methodology, a standard technique in which patrons complete a written survey about their event-related spending while attending the event. In Santa Cruz County, arts attendees spend an average of \$29.19 per person, per event as a direct result of their attendance to the event. Local businesses that cater to arts and culture audiences reap the rewards of this economic activity.

The 72 participating nonprofit arts and culture organizations reported that the aggregate attendance to their events was \$16.54 million during 2010. These attendees spent an estimated total of \$16.54 million, excluding the cost of event admission. The following table demonstrate the total impacts of this spending.

<b>TOTAL Economic Impact of Spending by Nonprofit Arts and Culture AUDIENCES in Santa Cruz County (excluding the cost of event admission*)</b>			
	<b>Santa Cruz County</b>	<b>Median of Similar Study Regions Pop. 250,000 to 499,999</b>	<b>National Median</b>
Direct Expenditures	<b>\$16,543,959</b>	\$36,540,347	\$21,573,435
Full-Time Equivalent Jobs	<b>284</b>	923	643
Resident Household Income	<b>\$7,048,000</b>	\$20,520,500	\$12,823,000
Local Government Revenue	<b>\$840,000</b>	\$1,747,000	\$1,084,000
State Government Revenue	<b>\$2,047,000</b>	\$2,055,000	\$1,334,000

\* Why exclude the cost of admission? The admissions paid by attendees are excluded from the analysis because those dollars are captured in the operating budgets of the participating nonprofit arts and culture organizations and, in turn, are spent by the organization. This methodology avoids “double-counting” those dollars in the study analysis.

## Cultural Tourists Spend More

The 671 audience survey respondents were asked to provide the ZIP code of their primary residence, enabling researchers to determine which attendees were local residents (live within Santa Cruz County) and which were non-residents (live outside Santa Cruz County). In Santa Cruz County, researchers estimate that 73.6 percent of the 566,562 nonprofit arts attendees were residents; 26.4 percent were non-residents.

Non-resident attendees spend an average of 289 percent more per person than local attendees (\$64.48 vs. \$16.56) as a result of their attendance to cultural events. As would be expected from a traveler, higher spending was typically found in the categories of lodging, meals, and transportation. When a community attracts cultural tourists, it harnesses significant economic rewards.

<b>Event-Related Spending by Arts and Culture Event Attendees Totaled \$16.54 million in Santa Cruz County (excluding the cost of event admission)</b>			
	<b>Residents</b>	<b>Non-Residents</b>	<b>All Santa Cruz County Event Attendees</b>
Total Attendance	417,111	149,451	566,562
Percent of Attendees	73.6 percent	26.4 percent	100 percent
Average Dollars Spent Per Attendee	\$16.56	\$64.48	\$29.19
<b>Direct Event-Related Expenditures</b>	<b>\$6,907,359</b>	<b>\$9,636,600</b>	<b>\$16,543,959</b>

<b>Nonprofit Arts and Culture Event Attendees Spend an Average of \$29.19 Per Person in Santa Cruz County (excluding the cost of event admission)</b>			
	<b>Residents</b>	<b>Non-Residents</b>	<b>All Santa Cruz County Event Attendees</b>
Refreshments/Snacks During Event	\$3.36	\$5.41	\$3.90
Meals Before/After Event	\$8.99	\$15.10	\$10.60
Souvenirs and Gifts	\$1.52	\$3.80	\$2.12
Clothing and Accessories	\$0.72	\$2.44	\$1.18
Ground Transportation	\$1.48	\$3.20	\$1.93
Event-Related Child Care	\$0.24	\$0.25	\$0.24
Overnight Lodging ( <i>one night only</i> )	\$0.08	\$33.57	\$8.91
Other	\$0.17	\$0.71	\$0.31
<b>Total Per Person Spending</b>	<b>\$16.56</b>	<b>\$64.48</b>	<b>\$29.19</b>

## Cultural Events Attract New Dollars and Retain Local Dollars

Santa Cruz County's nonprofit arts and culture sector provides attractions that draw visitors to the community. In fact, 74.0 percent of all non-resident survey respondents reported that the primary reason for their trip was "specifically to attend this arts/cultural event."

In addition, 20.3 percent of Santa Cruz County's non-resident survey respondents reported that they will spend at least one night away from home in Santa Cruz County as a direct result of attending the cultural event. Non-resident attendees who stay overnight in paid lodging spend an average of \$231.30 per person as a result of their attendance—significantly more than the overall per person average of \$64.48 for all non-resident attendees to events in Santa Cruz County.

Finally, the audience survey respondents were asked, "If this event were not happening, would you have traveled to another community to attend a similar cultural experience?"

- 40.4 percent of Santa Cruz County's resident cultural attendees report that *they would have traveled to a different community in order to attend a similar cultural experience.*
- 61.9 percent of Santa Cruz County's non-resident cultural attendees report *the same.*

These figures demonstrate the economic impact of the nonprofit arts and culture in the purest sense. If a community does not provide a variety of artistic and cultural experiences, it will fail to attract the new dollars of cultural tourists. It will also lose the discretionary spending of its local residents who will travel elsewhere to experience the arts.

"The arts community in Santa Cruz County provides incredible enrichment to our local economy, creating jobs, generating tax revenue and providing access to many facets of entrepreneurship. The arts sector has been vital to our community through enhancing tourism, and in general greatly enhancing our way of life in Santa Cruz County."

— Teresa Thomae  
Director, Small Business Development Center

### Many Cultural Attendees are Artists, Too!

- 62.1 percent of Santa Cruz County's arts attendees report that they actively participate in the creation of the arts (e.g., sing in a choir, play an instrument, act in a community play, paint or draw).

## Conclusion

The nonprofit arts and culture are a \$38.38 million industry in Santa Cruz County—one that supports 877 full-time equivalent jobs and generates \$5.26 million in local and state government revenue. Nonprofit arts and culture organizations, which spend \$21.84 million annually, leverage a remarkable \$16.54 million in additional spending by arts and culture audiences—spending that pumps vital revenue into local restaurants, hotels, retail stores, parking garages, and other businesses. By demonstrating that investing in the arts and culture yields economic benefits, *Arts & Economic Prosperity IV* lays to rest a common misconception: that communities support the arts and culture at the expense of local economic development. In fact, they are investing in an industry that supports jobs, generates government revenue, and is a cornerstone of tourism. This report shows conclusively that **the arts mean business!**

“As a County Supervisor, former Mayor, and long-time supporter of music, art, and theater in our local community, I can attest to the direct, positive economic impact that the arts have on our local economy. When the community supports the arts, we also support our local restaurants, hotels, retail, not to mention the artists themselves and the support staff to make it all possible. A community with a vibrant art scene not only enhances the quality of life for residents and visitors but it also contributes to a healthy and diverse local economy.”

— Neal Coonerty  
Supervisor, Third District, County of Santa Cruz

“The Visual, Applied, and Performing Arts Division at Cabrillo College is proud of the multi-faceted role we play in stimulating economic and creative vitality in Santa Cruz County. In addition to employing approximately 125 full and part-time faculty and staff to accomplish our primary mission of arts education, we are also a major arts presenter, offering concerts, theatre and dance productions, exhibitions, lectures, and workshops to 30,000 patrons per year. In addition to graduating creative designers, artists, performers, recording arts specialists, theatre technicians, arts educators, and more, we serve as a catalyst for increasing patrons’ appetites to invest in other arts experiences. Most importantly, Cabrillo College arts programs expand the creative capital of our community, improving our citizens’ quality of life by increasing their capability to apply creative and innovative solutions to a wide variety of local and regional challenges.”

— John Gaulty  
Dean, Visual, Applied, and Performing Arts, Cabrillo College

# The Arts & Economic Prosperity IV Calculator

To make it easier to compare the economic impacts of different organizations within Santa Cruz County, the project researchers calculated the economic impact per \$100,000 of direct spending by nonprofit arts and culture organizations and their audiences.

## Economic Impact Per \$100,000 of Direct Spending by ORGANIZATIONS

For every \$100,000 in direct spending by a nonprofit arts and culture organization in Santa Cruz County, there was the following total economic impact.

**TABLE 1:**  
Ratios of Economic Impact Per \$100,000 of Direct Spending by Nonprofit Arts and Culture Organizations in Santa Cruz County

	Santa Cruz County	Median of Similar Study Regions <i>Pop. = 250,000 to 499,999</i>	National Median
Full-Time Equivalent Jobs	2.72	3.54	3.46
Resident Household Income	\$70,107	\$86,526	\$82,084
Local Government Revenue	\$2,752	\$3,913	\$3,819
State Government Revenue	\$8,095	\$5,031	\$4,656

### An Example of How to Use the Organizational Spending Calculator Table (above):

An administrator from a nonprofit arts and culture organization that has total expenditures of \$250,000 wants to determine the organization's total economic impact on full-time equivalent (FTE) employment in Santa Cruz County. The administrator would:

1. Determine the amount spent by the nonprofit arts and culture organization;
2. Divide the total expenditure by 100,000; and
3. Multiply that figure by the FTE employment ratio per \$100,000 for Santa Cruz County.

Thus, \$250,000 divided by 100,000 equals 2.5; 2.5 times 2.72 (from the top row of data on Table 1 above) equals a total of 6.8 full-time equivalent jobs supported (both directly and indirectly) within Santa Cruz County by that nonprofit arts and culture organization. Using the same procedure, the estimate can be calculated for resident household income and local and state government revenue.

## Economic Impact Per \$100,000 of Direct Spending by AUDIENCES

The economic impact of event-related spending by arts audiences can also be derived for individual or groups of nonprofit arts and culture organizations and events in Santa Cruz County.

The first step is to determine the total estimated event-related spending by arts and culture event attendees (excluding the cost of admission). To derive this figure, multiply the average per person event-related expenditure in Santa Cruz County by the total event attendance. The ratios of economic impact per \$100,000 in direct spending can then be used to determine the total economic impact of the total estimated audience spending.

**TABLE 2:**  
Average Per Person Event-Related Spending by All Arts and Culture Event Attendees in Santa Cruz County (excluding the cost of event admission)

	Santa Cruz County	Average of Similar Study Regions <i>Pop. = 250,000 to 499,999</i>	National Average
Refreshments/Snacks During Event	\$3.90	\$2.85	\$3.02
Meals Before/After Event	\$10.60	\$8.97	\$10.12
Souvenirs and Gifts	\$2.12	\$2.00	\$2.74
Clothing and Accessories	\$1.18	\$1.20	\$1.31
Ground Transportation	\$1.93	\$2.37	\$2.65
Event-Related Child Care	\$0.24	\$0.24	\$0.36
Overnight Lodging ( <i>one night only</i> )	\$8.91	\$2.37	\$3.51
Other	\$0.31	\$0.78	\$0.89
<b>Total Per Person Spending</b>	<b>\$29.19</b>	<b>\$21.90</b>	<b>\$24.60</b>

**TABLE 3:**  
Ratios of Economic Impact Per \$100,000 of Direct Spending by Nonprofit Arts and Culture Audiences in Santa Cruz County

	Santa Cruz County	Median of Similar Study Regions <i>Pop. = 250,000 to 499,999</i>	National Median
Full-Time Equivalent Jobs	1.72	2.84	2.69
Resident Household Income	\$42,602	\$62,535	\$57,140
Local Government Revenue	\$5,077	\$5,338	\$5,100
State Government Revenue	\$12,373	\$6,686	\$5,802



**An Example of How to Use the Audience Spending Calculator Tables** (on the preceding page):

An administrator wants to determine the total economic impact of the 25,000 total attendees to his/her organization's nonprofit arts and culture events on full-time equivalent (FTE) employment in Santa Cruz County. The administrator would:

1. Determine the total estimated audience spending by multiplying the average per person expenditure for Santa Cruz County by the total attendance to nonprofit arts and culture events;
2. Divide the resulting total estimated audience spending by 100,000; and
3. Multiply that figure by the FTE employment ratio per \$100,000 for Santa Cruz County.

Thus, 25,000 times \$29.19 (from the bottom row of data on Table 2 on the preceding page) equals \$729,750; \$729,750 divided by 100,000 equals 7.30; 7.30 times 1.72 (from the top row of data on Table 3 on the preceding page) equals a total of 12.6 full-time equivalent jobs supported (both directly and indirectly) within Santa Cruz County by that nonprofit arts and culture organization. Using the same procedure, the estimate can be calculated for resident household income and local and state government revenue.

**Making Comparisons with Similar Study Regions**

For the purpose of this research project, the geographic region being studied is defined as Santa Cruz County. According to the most recent data available from the U.S. Census Bureau, the population of Santa Cruz County was estimated to be 266,776 during 2012. For comparison purposes, more than 300 pages of detailed data tables containing the study results for all 182 study regions that participated in the 2012 *Arts & Economic Prosperity IV* national study can be found in Appendix B of the National Statistical Report. The data tables are stratified by population, making it easy to compare the findings for Santa Cruz County to the findings for similarly populated study regions (as well as any other participating study regions that are considered valid comparison cohorts).

**All of the national study publications are available both by download (free) and hardcopy (for purchase) at [www.AmericansForTheArts.org/EconomicImpact](http://www.AmericansForTheArts.org/EconomicImpact).**

“When we moved to Santa Cruz 35 years ago, we had no idea that we’d stay here so long. One of the key reasons we have stayed is that there are so many arts opportunities right down the street from us. We don’t need to drive to San Francisco to experience high quality art. Santa Cruz County is an arts bouquet and we pick those flowers regularly. We’re proud to be part of a community that both values and invests in the arts.”

— Rowland Rebele

Philanthropist and Retired Newspaper Publisher

"It's so wonderful to have the economic impact study to help fuel local advocacy. The economic facts on the impact of just the nonprofit sector are staggering! I think it's important to make that distinction as there are a lot of arts related businesses and artists who contribute even more to our local economy."

— Linda Levy

Executive Director, Mountains Art Center

# About This Study

The *Arts & Economic Prosperity IV* study was conducted by Americans for the Arts to document the economic impact of the nonprofit arts and culture industry in 182 communities and regions (139 cities and counties, 31 multi-city or multi-county regions, and 10 states, and two individual arts districts)—representing all 50 U.S. states and the District of Columbia.

The diverse communities range in population (1,600 to four million) and type (rural to urban). The study focuses solely on nonprofit arts and culture organizations and their audiences. Public arts councils and public presenting facilities/institutions are included, as are select programs embedded within another organization (that have their own budget and play a substantial role in the cultural life of the community). The study excludes spending by individual artists and the for-profit arts and entertainment sector (e.g., Broadway or the motion picture industry). Detailed expenditure data were collected from 9,721 arts and culture organizations and 151,802 of their attendees. The project economists, from the Georgia Institute of Technology, customized input-output analysis models for each study region to provide specific and reliable economic impact data about their nonprofit arts and culture industry, specifically full-time equivalent jobs, household income, and local and state government revenue.

## The 182 Local, Regional, and Statewide Study Partners

Americans for the Arts published a Call for Participants in 2010 seeking communities interested in participating in the *Arts & Economic Prosperity IV* study. Of the more than 200 potential partners that expressed interest, 182 agreed to participate and complete four participation criteria: (1) identify and code the universe of nonprofit arts and culture organizations in their study region; (2) assist researchers with the collection of detailed financial

and attendance data from those organizations; (3) conduct audience-intercept surveys at cultural events; and (4) pay a modest cost-sharing fee (no community was refused participation for an inability to pay).

**Arts Council Santa Cruz County contracted with Americans for the Arts to conduct a separate economic impact analysis focused solely on the nonprofit arts and culture industry in Santa Cruz County.** The methodology used is identical to the national study methodology, making it possible to compare the results for Santa Cruz County with those of the national study participants.

## Surveys of Nonprofit Arts and Culture ORGANIZATIONS

Each of the 182 study regions attempted to identify its comprehensive universe of nonprofit arts and culture organizations using the Urban Institute’s National Taxonomy of Exempt Entity (NTEE) coding system as a guideline. The NTEE system—developed by the National Center for Charitable Statistics at the Urban Institute—is a definitive classification system for nonprofit organizations recognized as tax exempt by the Internal Revenue Code. This system divides the entire universe of nonprofit organizations into 10 Major categories, including “Arts, Culture, and Humanities.” The Urban Institute reports that 113,000 nonprofit arts and culture organizations were registered with the IRS in 2010, up from 94,450 in 2005.

The following NTEE “Arts, Culture, and Humanities” subcategories were included in this study:

- A01 – Alliances and Advocacy
- A02 – Management and Technical Assistance
- A03 – Professional Societies and Associations
- A05 – Research Institutes and Public Policy Analysis
- A11 – Single Organization Support
- A12 – Fund Raising and Fund Distribution
- A19 – Support (not elsewhere classified)
- A20 – Arts and Culture (general)
- A23 – Cultural and Ethnic Awareness
- A24 – Folk Arts
- A25 – Arts Education
- A26 – Arts and Humanities Councils and Agencies
- A27 – Community Celebrations
- A30 – Media and Communications (general)
- A31 – Film and Video
- A32 – Television
- A33 – Printing and Publishing
- A34 – Radio
- A40 – Visual Arts (general)
- A50 – Museums (general)
- A51 – Art Museums
- A52 – Children’s Museums
- A53 – Folk Arts Museums
- A54 – History Museums
- A56 – Natural History and Natural Science Museums
- A57 – Science and Technology Museums
- A60 – Performing Arts (general)
- A61 – Performing Arts Centers
- A62 – Dance
- A63 – Ballet
- A65 – Theatre
- A68 – Music
- A69 – Symphony Orchestras
- A6A – Opera
- A6B – Singing and Choral Groups
- A6C – Bands and Ensembles
- A6E – Performing Arts Schools
- A70 – Humanities (general)
- A80 – Historical Organizations (general)
- A82 – Historical Societies and Historic Preservation
- A84 – Commemorative Events
- A90 – Arts Services (general)
- A99 – Arts, Culture, and Humanities (miscellaneous)

In addition, the study partners were encouraged to include other types of eligible organizations if they play a substantial role in the cultural life of the community or if their primary purpose is to promote participation in, appreciation for, and understanding of the visual, performing, folk, and media arts. These include government-owned or government-operated cultural facilities and institutions, municipal arts agencies and councils, private community arts organizations, unincorporated arts groups, living collections (such as zoos, aquariums, and botanical gardens), university presenters, and arts programs that are embedded under the umbrella of a non-arts organization or facility (such as a community center or church). In short, if it displays the characteristics of a nonprofit arts and culture organization, it is included. For-profit businesses and individual artists were excluded from this study.

Nationally, detailed information was collected from 9,721 eligible organizations about their fiscal year 2010 expenditures in more than 40 expenditure categories (e.g., labor, local and non-local artists, operations, materials, facilities, and asset acquisition) as well as about their event attendance, in-kind contributions, and volunteerism. Responding organizations had budgets ranging from a low of \$0 to a high of \$239.7 million. Response rates for the 182 communities averaged 43.2 percent and ranged from 5.3 percent to 100 percent. It is important to note that each study region’s results are based solely on the actual survey data collected. No estimates have been made to account for non-respondents. Therefore, the less-than-100 percent response rates suggest an understatement of the economic impact findings in most of the individual study regions.

**In Santa Cruz County, 72 of the approximately 90 total eligible nonprofit arts and culture organizations identified by Arts Council Santa Cruz County participated in this study—an overall participation rate of 80 percent.**

## Surveys of Nonprofit Arts and Culture AUDIENCES

Audience-intercept surveying, a common and accepted research method, was conducted in all 182 of the study regions to measure event-related spending by nonprofit arts and culture audiences. Patrons were asked to complete a short survey while attending an event. Nationally, a total of 151,802 valid and usable attendees completed the survey for an average of 834 surveys per study region. The randomly selected respondents provided itemized expenditure data on attendance-related activities such as meals, souvenirs, transportation, and lodging. Data were collected throughout 2011 (to guard against seasonal spikes or drop-offs in attendance) as well as at a broad range of both paid and free events (a night at the opera will typically yield more spending than a weekend children's theater production or a free community music festival, for example). The survey respondents provided information about the entire party with whom they were attending the event. With an overall average travel party size of 2.69 people, these data actually represent the spending patterns of more than 408,000 attendees.

**A total of 671 valid and usable audience-intercept surveys were collected from attendees to arts and culture performances, events, and exhibits that took place in Santa Cruz County during 2013.**

### Economic Analysis

A common theory of community growth is that an area must export goods and services if it is to prosper economically. This theory is called economic-base theory, and it depends on dividing the economy into two sectors: the export sector and the local sector. Exporters, such as automobile manufacturers, hotels, and department stores, obtain income from customers outside of the community. This "export income" then enters the local economy in the form of salaries, purchases of materials,

dividends, and so forth, and becomes income to local residents. Much of it is re-spent locally; some, however, is spent for goods imported from outside of the community. The dollars re-spent locally have an economic impact as they continue to circulate through the local economy. This theory applies to arts organizations as well as to other producers.

### Studying Economic Impact Using Input-Output Analysis

To derive the most reliable economic impact data, input-output analysis is used to measure the impact of expenditures by nonprofit arts and culture organizations and their audiences. This is a highly regarded type of economic analysis that has been the basis for two Nobel Prizes. The models are systems of mathematical equations that combine statistical methods and economic theory in an area of study called econometrics. They trace how many times a dollar is re-spent within the local economy before it leaks out, and it quantifies the economic impact of each round of spending. This form of economic analysis is well suited for this study because it can be customized specifically to each study region.

To complete the analysis for Santa Cruz County, project economists customized an input-output model based on the local dollar flow between 533 finely detailed industries within the economy of Santa Cruz County. This was accomplished by using detailed data on employment, incomes, and government revenues provided by the U.S. Department of Commerce (County Business Patterns, the Regional Economic Information System, and the Survey of State and Local Finance) and local tax data (sales taxes, property taxes, and miscellaneous local option taxes), as well as the survey data from the responding nonprofit arts and culture organizations and their audiences.

## The Input-Output Process

The input-output model is based on a table of 533 finely detailed industries showing local sales and purchases. The local and state economy of each community is researched so the table can be customized for each community. The basic purchase patterns for local industries are derived from a similar table for the U.S. economy for 2007 (the latest detailed data available from the U.S. Department of Commerce). The table is first reduced to reflect the unique size and industry mix of the local economy, based on data from County Business Patterns and the Regional Economic Information System of the U.S. Department of Commerce. It is then adjusted so that only transactions with local businesses are recorded in the inter-industry part of the table. This technique compares supply and demand and estimates the additional imports or exports required to make total supply equal total demand. The resulting table shows the detailed sales and purchase patterns of the local industries. The 533-industry table is then aggregated to reflect the general activities of 32 industries plus local households, creating a total of 33 industries. To trace changes in the economy, each column is converted to show the direct requirements per dollar of gross output for each sector. This direct-requirements table represents the “recipe” for producing the output of each industry.

The economic impact figures for *Arts & Economic Prosperity IV* were computed using what is called an “iterative” procedure. This process uses the sum of a power series to approximate the solution to the economic model. This is what the process looks like in matrix algebra:

$$T = IX + AX + A^2X + A^3X + \dots + A^nX.$$

T is the solution, a column vector of changes in each industry’s outputs caused by the changes represented in the column vector X. A is the 33 by 33 direct-requirements matrix. This equation is used

to trace the direct expenditures attributable to nonprofit arts organizations and their audiences. A multiplier effect table is produced that displays the results of this equation. The total column is T. The initial expenditure to be traced is IX (I is the identity matrix, which is operationally equivalent to the number 1 in ordinary algebra). Round 1 is AX, the result of multiplying the matrix A by the vector X (the outputs required of each supplier to produce the goods and services purchased in the initial change under study). Round 2 is A<sup>2</sup>X, which is the result of multiplying the matrix A by Round 1 (it answers the same question applied to Round 1: “What are the outputs required of each supplier to produce the goods and services purchased in Round 1 of this chain of events?”). Each of columns 1 through 12 in the multiplier effects table represents one of the elements in the continuing but diminishing chain of expenditures on the right side of the equation. Their sum, T, represents the total production required in the local economy in response to arts activities.

Calculation of the total impact of the nonprofit arts on the outputs of other industries (T) can now be converted to impacts on the final incomes to local residents by multiplying the outputs produced by the ratios of household income to output and employment to output. Thus, the employment impact of changes in outputs due to arts expenditures is calculated by multiplying elements in the column of total outputs by the ratio of employment to output for the 32 industries in the region. Changes in household incomes, local government revenues, and state government revenues due to nonprofit arts expenditures are similarly transformed. The same process is also used to show the direct impact on incomes and revenues associated with the column of direct local expenditures.

**A comprehensive description of the methodology used to complete the national study is available at [www.AmericansForTheArts.org/EconomicImpact](http://www.AmericansForTheArts.org/EconomicImpact).**

# Frequently Used Terms

This section provides a glossary of economic impact terminology.

## Cultural Tourism

Travel directed toward experiencing the arts, heritage, and special character of a place.

## Direct Economic Impact

A measure of the economic effect of the initial expenditure within a community. For example, when the symphony pays its players, each musician's salary, the associated government taxes, and full-time equivalent employment status represent the direct economic impact.

## Direct Expenditures

The first round of expenditures in the economic cycle. A paycheck from the symphony to the violin player and a ballet company's purchase of dance shoes are examples of direct expenditures.

## Econometrics

The process of using statistical methods and economic theory to develop a system of mathematical equations that measures the flow of dollars between local industries. The input-output model developed for this study is an example of an econometric model.

## Econometrician

An economist who designs, builds, and maintains econometric models.

## Full-Time Equivalent (FTE) Jobs

A term that describes the total amount of labor employed. Economists measure FTE jobs—not the total number of employees—because it is a more accurate measure of total employment. It is a manager's discretion to hire one full-time employee, two half-time employees, four quarter-time employees, etc. Almost always, more people are affected than are reflected in the number of FTE jobs reported due to the abundance of part-time employment, especially in the nonprofit arts and culture industry.

## Indirect Economic Impact

Each time a dollar changes hands, there is a measurable economic impact. When people and businesses receive money, they re-spend much of that money locally. Indirect impact measures the effect of this re-spending on jobs, household income, and revenue to local and state government. It is often referred to as secondary spending or the dollars “rippling” through a community. When funds are eventually spent non-locally, they are considered to have “leaked” out of the community and therefore cease to have a local economic impact. Indirect impact includes the impact of all rounds of spending (except for the initial expenditure) until the dollars have completely “leaked out” of the local economy.

## **Input-Output Analysis**

A system of mathematical equations that combines statistical methods and economic theory in an area of economic study called econometrics. Economists use this model (occasionally called an inter-industry model) to measure how many times a dollar is re-spent in, or “ripples” through, a community before it “leaks out” of the local economy by being spent non-locally (see Leakage below). The model is based on a matrix that tracks the dollar flow between 533 finely detailed industries in each community. It allows researchers to determine the economic impact of local spending by nonprofit arts and culture organizations on jobs, household income, and government revenue.

## **Leakage**

The money that community members spend outside of the local economy. This non-local spending has no economic impact within the community. A ballet company purchasing shoes from a non-local manufacturer is an example of leakage. If the shoe company were local, the expenditure would remain within the community and create another round of spending by the shoe company.

## **Multiplier** (often called Economic Activity Multiplier)

An estimate of the number of times that a dollar changes hands within the community before it leaks out of the community (for example, the theater pays the actor, the actor spends money at the grocery store, the grocery store pays its cashier, and so on). This estimate is quantified as one number by which all expenditures are multiplied. For example, if the arts are a \$10 million industry and a multiplier of three is used, then it is estimated that these arts organizations have a total economic impact of \$30 million. The convenience of a multiplier is that it is one simple number; its shortcoming, however, is its reliability. Users rarely note, however, that the multiplier is developed by making gross estimates of the industries within the local economy with no allowance for differences in the characteristics of those industries, usually resulting in an overestimation of the economic impact. In contrast, the input-output model employed in *Arts & Economic Prosperity IV* is a type of economic analysis tailored specifically to each community and, as such, provides more reliable and specific economic impact results.

## **Resident Household Income** (often called Personal Income)

The salaries, wages, and entrepreneurial income residents earn and use to pay for food, mortgages, and other living expenses. It is important to note that resident household income is not just salary. When a business receives money, for example, the owner usually takes a percentage of the profit, resulting in income for the owner.

## **Revenue to Local and State Government**

Local and state government revenue is not derived exclusively from income, property, sales, and other taxes. It also includes license fees, utility fees, user fees, and filing fees. Local government revenue includes funds to city and county government, schools, and special districts.



# Frequently Asked Questions

This section answers some common questions about this study and the methodology used to complete it.

## **How were the 182 participating communities and regions selected?**

In 2010, Americans for the Arts published a Call for Participants for communities interested in participating in the *Arts & Economic Prosperity IV* study. Of the more than 200 participants that expressed interest, 182 agreed to participate and complete four participation criteria: (1) identify and code the universe of nonprofit arts and culture organizations in their study region; (2) assist researchers with the collection of detailed financial and attendance data from those organizations; (3) conduct audience-intercept surveys at cultural events; and (4) pay a modest cost-sharing fee (no community was refused participation for an inability to pay).

## **How were the eligible nonprofit arts organizations in each community selected?**

Local partners attempted to identify their universe of nonprofit arts and culture organizations using the Urban Institute's National Taxonomy of Exempt Entity (NTEE) codes as a guideline. Eligible organizations included those whose primary purpose is to promote appreciation for and understanding of the visual, performing, folk, and media arts. Public arts councils, public presenting facilities or institutions, and embedded organizations that have their own budget also were included if they play a substantial role in the cultural life of the community. For-profit businesses and individual artists are excluded from this study.

## **What type of economic analysis was done to determine the study results?**

An input-output analysis model was customized for each of the participating communities and regions to determine the local economic impact their nonprofit arts and culture organizations and arts audiences. Americans for the Arts, which conducted the research, worked with highly regarded economists to design the input-output model used for this study.

## **What other information was collected in addition to the arts surveys?**

In addition to detailed expenditure data provided by the surveyed organizations, extensive wage, labor, tax, and commerce data were collected from local, state, and federal governments for use in the input-output model.

## **Why doesn't this study use a multiplier?**

When many people hear about an economic impact study, they expect the result to be quantified in what is often called a multiplier or an economic activity multiplier. The economic activity multiplier is an estimate of the number of times a dollar changes hands within the community (e.g., a theater pays its actor, the actor spends money at the grocery store, the grocery store pays the cashier, and so on). It is quantified as one number by which expenditures are multiplied. The convenience of the multiplier is that it is one simple number. Users rarely note, however, that the multiplier is developed by making gross estimates of the industries within the local economy and does not allow for differences in the characteristics of those industries. Using an economic activity multiplier usually results in an overestimation of the economic impact and therefore lacks reliability.

### **Why are the admissions expenses excluded from the analysis of audience spending?**

Researchers make the assumption that any admissions dollars paid by event attendees are typically collected as revenue for the organization that is presenting the event. The organization then spends those dollars. The admissions paid by audiences are excluded because those dollars are captured in the operating budgets of the participating nonprofit arts and culture organizations. This methodology avoids “double-counting” those dollars in the analysis.

### **How is the economic impact of arts and culture organizations different from other industries?**

Any time money changes hands there is a measurable economic impact. Social service organizations, libraries, and all entities that spend money have an economic impact. What makes the economic impact of arts and culture organizations unique is that, unlike most other industries, they induce large amounts of related spending by their audiences. For example, when patrons attend a performing arts event, they may purchase dinner at a restaurant, eat dessert after the show, and return home and pay the baby-sitter. All of these expenditures have a positive and measurable impact on the economy.

### **Will my local legislators believe these results?**

Yes, this study makes a strong argument to legislators, but you may need to provide them with some extra help. It will be up to the user of this report to educate the public about economic impact studies in general and the results of this study in particular. The user may need to explain (1) the study methodology used; (2) that economists created an input-output model for each community and region in the study; and (3) the difference between input-output analysis and a multiplier. The good news is that as the number of economic impact studies completed by arts organizations and other special interest areas increases, so does the sophistication of community leaders whose influence these studies are meant to affect. Today, most decision makers want to know what methodology is being used and how and where the data were gathered.

You can be confident that the input-output analysis used in this study is a highly regarded model in the field of economics (the basis of two Nobel Prizes in economics). However, as in any professional field, there is disagreement about procedures, jargon, and the best way to determine results. Ask 12 artists to define art and you may get 12 answers; expect the same of economists. You may meet an economist who believes that these studies should be done differently (for example, a cost-benefit analysis of the arts).

### **How can a community not participating in the Arts and Economic Prosperity IV study apply these results?**

Because of the variety of communities studied and the rigor with which the *Arts & Economic Prosperity IV* study was conducted, nonprofit arts and culture organizations located in communities that were not part of the study can estimate their local economic impact. Estimates can be derived by using the *Arts & Economic Prosperity IV* Calculator (found at [www.AmericansForTheArts.org/EconomicImpact](http://www.AmericansForTheArts.org/EconomicImpact)). Additionally, users will find sample PowerPoint presentations, press releases, Opinion-Editorials (i.e., Op-Eds), and other strategies for proper application of their estimated economic impact data.

# Acknowledgments

Americans for the Arts expresses its gratitude to the many organizations and people who made *Arts & Economic Prosperity IV: The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in Santa Cruz County* possible and assisted in its coordination and production. Funding for this project was provided by Arts Council Santa Cruz County, which also served as the local project partner and as such was responsible for the study's local implementation and data collection. Additional funding was provided by the County of Santa Cruz, City of Santa Cruz, Community Foundation Santa Cruz County, and the Santa Cruz Conference and Visitors Council. Hotel Paradox was the lodging partner for the study.

Special thanks to the John D. and Catherine T. MacArthur Foundation and The Ruth Lilly Fund of Americans for the Arts for their financial support of the national implementation of *Arts & Economic Prosperity IV*.

Thanks also to the Cultural Data Project (CDP), a collaborative project of the Greater Philadelphia Cultural Alliance, The Greater Pittsburgh Arts Council, Pennsylvania Council on the Arts, The Pew Charitable Trusts, The William Penn Foundation, and The Heinz Endowments (in each participating state, the CDP is also the result of a collaborative partnership of public and private funders and advocacy agencies). The CDP was created to strengthen arts and culture by documenting and disseminating information on the arts and culture sector. CDP data were used in the economic impact analysis for all study regions located in Arizona, California, Illinois, Maryland, Massachusetts, Michigan, New York, Ohio, Pennsylvania, and Rhode Island. For more information about the Cultural Data Project, visit [www.culturaldata.org](http://www.culturaldata.org).

## Santa Cruz County's Participating Nonprofit Arts and Culture Patrons

Additionally, this study could not have been completed without the cooperation of the 671 arts and culture audience members who generously took the time to complete the audience-intercept survey while attending a performance, event, or exhibit within Santa Cruz County.

## Santa Cruz County's Participating Nonprofit Arts and Culture Organizations

This study could not have been completed without the cooperation of the 72 nonprofit arts and culture organizations in Santa Cruz County, listed below, that provided detailed financial and event attendance information about their organization.

Aptos Community Foundation; Aptos History Museum; Cabrillo Festival of Contemporary Music; Cabrillo Stage; Cadenza; California Association of Museums; Camp Tannery Arts; Catamaran Literary Reader; Children's Art Foundation (Stone Soup); Community Music School of Santa Cruz; Arts Council Santa Cruz County; Ensemble Monterey Chamber Orchestra; Friends of Olympia Station/Tandy Beal; Friends of Santa Cruz State Parks; International Musical Saw Association; Japanese Cultural Fair; Jazz Society of Santa Cruz County; Jewel Theatre Company; Juneteenth; KUSP Public Radio; Kuumbwa Jazz Center; Market Street Theatre; Motion Pacific; Mount Madonna School; Mountain Parks Foundation; MoveSpeakSpin; Museo Eduardo Carrillo; Museum of Art and History @ the McPherson Center; New Music Works; Pacific Rim Film Festival; Pacific Voices; Pajaro Valley Arts Council; Pajaro Valley Performing Arts Association; Performance Projects; Poetry Santa Cruz; Regional Artisans Association; San Lorenzo Valley Historical Society; San Lorenzo Valley Mountain Community Theater; Santa Cruz Art League; Santa Cruz Ballet Theatre; Santa Cruz Baroque Festival; Santa Cruz Chamber Players; Santa Cruz Chorale/Musical Arts of Santa Cruz; Santa Cruz City Arts; Santa Cruz Civic Auditorium; Santa Cruz County Actors Theatre; Santa Cruz County Art of Guitar Festival; Santa Cruz County Music Teachers Association; Santa Cruz County Symphony; Santa Cruz County Youth Symphony; Santa Cruz Dance; Santa Cruz Film Festival; Santa Cruz Fringe Festival; Santa Cruz Indian Council; Santa Cruz Jazz Festival; Santa Cruz Jewish Film Festival; Santa Cruz Mountains Art Center; Santa Cruz Museum of Natural History; Santa Cruz Opera Society; Santa Cruz Surfing Club Preservation Society; Scotts Valley Performing Arts; Seymour Marine Discovery Center; Shakespeare Santa Cruz; Stamping Zebra Dance Theatre; Tannery Arts Center; Tannery Arts Lecture Series; Tannery World Dance & Cultural Center; The 418 Project; UCSC ArtsBridge; Waddell Creek Association; Watsonville Taiko Group; and William James Association.

"One of the keys to building and sustaining communities and promoting high quality economic development is support and funding of the arts. We have witnessed, in some states, decreased support of the arts which is counterproductive and a major step backward. We need to emphasize that potential employers look at enrichment of lives as well as schools, hospitals, libraries, and other essential services for the communities in which they want to locate. We need to continue—and increase—our support for the arts. In today's competitive marketplace, it has never been truer that supporting the arts means business."

— Senator Steve Morris  
President, National Conference of State Legislatures

"The Committee Encouraging Corporate Philanthropy (CECP), which is active in measuring trends and best practices in corporate giving to the arts, values the far-reaching research and leadership of Americans for the Arts, demonstrated in the *Arts & Economic Prosperity*<sup>TM</sup> series."

— Charles H. Moore  
Executive Director, Committee Encouraging Corporate Philanthropy



1000 Vermont Avenue, NW, 6<sup>th</sup> Floor  
Washington, DC 20005

T 202.371.2830  
F 202.371.0424  
E [research@artsusa.org](mailto:research@artsusa.org)  
[www.AmericansForTheArts.org](http://www.AmericansForTheArts.org)

PARTNERS

The following national organizations partner with Americans for the Arts to help public and private sector leaders understand the economic and social benefits that the arts bring to their communities, states, and the nation.



NATIONAL CONFERENCE  
of STATE LEGISLATURES  
*The Forum for America's Ideas*



THE CONFERENCE BOARD  
Trusted Insights for Business Worldwide



Americans for the Arts is the nation's leading nonprofit organization for advancing the arts in America. Established in 1960, we are dedicated to representing and serving local communities and creating opportunities for every American to participate in and appreciate all forms of the arts.



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**MUTUAL INDEMNITY AGREEMENT  
RE: JUNIOR LIFEGUARD  
INSTRUCTOR TRAINING SERVICES**

This Mutual Indemnity Agreement (“Agreement”) is made and entered into by and between the CITY OF SANTA CRUZ, a charter city and municipal corporation (“SANTA CRUZ”) and the CITY OF CAPITOLA, a general law city and municipal corporation (“CAPITOLA”), (hereinafter collectively referred to as “Parties” or individually as “Party”), both of which are public entities organized and existing under and by virtue of the laws of the State of California. This Agreement will be effective as of \_\_\_\_\_, 2014.

**RECITALS**

WHEREAS, each Party to this Agreement provides a Junior Lifeguard program;

WHEREAS, Santa Cruz through its Fire Department provides lifeguard services to CAPITOLA at CAPITOLA Main Beach pursuant to the Agreement for Lifeguard Services entered on May 25, 2012, which has been extended and is currently in effect;

WHEREAS, Santa Cruz Fire Department, Marine Safety Division is a certified United States Lifesaving Association (USLA) Chapter and therefore qualified to provide open water lifeguard training;

WHEREAS, CAPITOLA seeks a cost-effective and efficient option to train Junior Lifeguard Instructors pursuant to a USLA certified training program;

WHEREAS, Parties now wish to agree upon the responsibility and liability for the provision of Junior Lifeguard Instructor training services, under the terms and conditions described in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **SERVICES.** Santa Cruz Fire Department, through its lifeguards and lifeguard supervisors, shall provide lifeguard training to CAPITOLA Junior Lifeguard Instructors to complete the requirements for open water beach lifeguards as follows:
  - a) SANTA CRUZ shall annually, for a total of 40 hours, train a maximum of 24 Junior Lifeguard Instructors with the goal that the Junior Lifeguard Instructors will complete the requirements for open water beach lifeguards trained under a certified USLA program.
  - b) At a minimum, said training shall include sixteen hours of recurrent training in lifeguarding, first aid and cardiopulmonary resuscitation (CPR). The Santa Cruz Fire Department Marine Safety Division is a United States Lifesaving Association (USLA) advanced agency member and all training provided pursuant to this Agreement shall adhere to and comply with USLA training standards.

- c) Junior Lifeguard Instructors may become open water lifeguards by participating and successfully completing either: 1) SANTA CRUZ Fire Department's Marine Division Rookie School, or 2) an equivalent training session as determined by the Marine Safety Division of the Santa Cruz Fire Department.
- d) SANTA CRUZ makes no guarantee, warrantee, or other assurances that the Junior Lifeguard Instructor trainees will successfully complete the training requirements to becoming open water beach lifeguards. Any person who fails to successfully complete the training requirements will not be endorsed as an open water lifeguard.
2. SERVICES MANAGER. CAPITOLA agrees to assign a CAPITOLA employee as the project manager to administer the contract and provide administrative services relating to this program.
3. TERM. The term of this Agreement will commence on \_\_\_\_\_ and terminate one year from the same date. The term of this Agreement may be extended annually by mutual agreement of the Parties evidenced in writing as an amendment to this Agreement.
4. COMPENSATION. For all Junior Lifeguard Instructor training services provided by SANTA CRUZ pursuant to this Agreement, including all equipment used by Santa Cruz in connection therewith and all expenses incurred by SANTA CRUZ in connection therewith, CAPITOLA shall pay SANTA CRUZ a total of \$4,500. Said \$4,500 shall be remitted by CAPITOLA to SANTA CRUZ in a single lump sum payment due and payable on or about May 15<sup>th</sup>.
5. MUTUAL INDEMNIFICATION. Each Party agrees to defend, indemnify, and hold the other Party, its officers, employees, agents harmless from any and all claims, liability, losses, expenses, attorneys, fees or costs arising out of said Party's respective employees', officers' or agents' negligent acts, errors, omissions or willful misconduct while performing their obligations pursuant to this Agreement, but only in proportion to and to the extent such liability, losses, expenses, attorneys' fees, costs or claims for injury or damages are caused by the negligent or intentional acts or omissions of said Party, its respective officers, employees, or agents. For purposes of this provision none of the ~~Santa Cruz~~SANTA CRUZ personnel who provide services pursuant to this Agreement shall be construed to be, or considered, ~~Capitola~~CAPITOLA officers, employees or agents.
6. INSURANCE. Each Party shall insure its activities in connection with this Agreement and obtain, keep in force and maintain as follows:  
A. Commercial General Liability Insurance of at least \$1 Million;  
B. Worker's Compensation Insurance as required by California law.
7. TERMINATION WITHOUT CAUSE. Each Party may terminate this Agreement, without cause, by giving written notice to the other Party. Such termination shall be effective thirty (30) days following receipt of written notice.



ADDITIONAL MATERIAL – ITEM 9.C.  
4-10-14 CITY COUNCIL MEETING

8. TERMINATION FOR CAUSE. Should any Party be in default of any covenant or condition hereof, the other Party may immediately terminate this Agreement for cause if the defaulting Party fails to cure the default within ten (10) calendar days of receiving a written notice of the default.
9. NON-ASSIGNABILITY. This Agreement shall not be assigned by either Party without first obtaining the express written consent of the other Party.
10. NOTICES. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to the Parties shall be in writing and shall be deemed duly served and given when personally or electronically delivered to the Party to whom directed or in lieu of such personal or electronic service when deposited in the United States mail, postage paid to:
- City of Capitola  
420 Capitola Ave  
Capitola CA 95010  
Attn: City Manager  
Telephone: (831) 475-7300
- City of Santa Cruz  
809 Center Street, Room 10  
Santa Cruz CA 95060  
Attn: City Manager  
Telephone: (831) 420-5010
11. ENTIRE AGREEMENT. The Parties agree that this Agreement constitutes the sole and only Agreement between them concerning lifeguard training for Junior Lifeguard Training services Instructors and correctly sets forth their obligations and duties with respect to each other.
12. AMENDMENT. This Agreement may be amended only by written consent of the Parties.
13. SUBJECT HEADINGS. The subject headings of the paragraphs in this Agreement are included solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provision of this Agreement.
14. NO INTERPRETATION AGAINST DRAFTING. This Agreement has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law (including California Civil Code §1635 et seq.) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted the applicable provision, is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose and intent of the Parties.
15. EXECUTE IN COUNTERPARTS. The Parties agree that there shall be two originals of this Agreement, which shall be identical in all respects, including form and substance. The Parties may execute this Agreement 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 copy of this executed Agreement shall be deemed as valid as the original.

- 16. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of California.
- 17. WAIVER OF CONFLICT OF INTEREST. Each Party has considered the conflict of interest and fully understands the possible adverse consequences of the simultaneous representation by the same legal counsel in the preparation of this Agreement. Each Party understands that it has the right to seek the advice of independent legal counsel on its own behalf on the conflict of interest issue and also relating to this Agreement. Each Party hereby agrees to waive the conflict of interest in the continued representation by the same legal counsel relating to this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF CAPITOLA, a Municipal Corporation

By: \_\_\_\_\_  
Name: Jamie Goldstein  
Its: City Manager  
Date: \_\_\_\_\_

CITY OF SANTA CRUZ, a Municipal Corporation

By: \_\_\_\_\_  
Name: Martin Bernal  
Its: City Manager  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
John G. Barisone, City Attorney  
For City of Santa Cruz and City of Capitola

*Detailed Cost Estimate*

**Preliminary Cost Estimate for McGregor Park  
4/4/2014**

Material	Unit	Quantity	Unit Cost	Cost	
clearing and demo	each	1	\$1,500.00	\$1,500.00	
tree removal and stump grinding	each	1	\$2,200.00	\$2,200.00	
grading	each	1	\$3,500.00	\$3,500.00	
Asphalt parking for ADA	sq. ft.	468	\$4.00	\$1,872.00	2" thick
Asphalt (skate park)	sq. ft.	4000	\$4.00	\$16,000.00	2" thick
Base for ADA parking and skate park	cu. yd.	170	\$90.00	\$15,300.00	4" thick
DG walkways and access	cu. yd.	15	\$300.00	\$4,500.00	2" thick
DG seating area	cu. yd.	4	\$300.00	\$1,200.00	2" thick
Base for DG walkways and access	cu. yd.	23	\$90.00	\$2,070.00	3" thick
Base for DG seating area	cu. yd.	5	\$90.00	\$450.00	3" thick
Gravel parking	cu. yd.	170	\$90.00	\$15,300.00	6" thick
Concrete wheel stops	each	30	\$50.00	\$1,500.00	
Bioswale	sq. ft.	513	\$12.00	\$6,156.00	
3' split rail fence (perimeter)	lin. ft.	665	\$12.00	\$7,980.00	18,000
3' split rail fence (kid's play area)	lin. ft.	120	\$12.00	\$1,440.00	
3' wood and wire fence (dog park)	lin. ft.	625	\$10.00	\$6,250.00	
3'h x 3'w wood and wire gate (dog park)	each	2	\$500.00	\$1,000.00	
3'h x 14'w wood and wire gate (dog park)	each	2	\$1,000.00	\$2,000.00	
4' chain link fence (skate park)	lin. ft.	420	\$12.00	\$5,040.00	
4'h x 8'w chain link gate (skate park)	each	1	\$1,000.00	\$1,000.00	
metal vehicle gate at parking lot entry	each	1	\$1,200.00	\$1,200.00	
LED Solar light	each	3	\$1,200.00	\$3,600.00	
bench	each	2	\$900.00	\$1,800.00	
dog cleanup station	each	2	\$325.00	\$650.00	
trash receptacle	each	2	\$800.00	\$1,600.00	
recycling receptacle	each	2	\$800.00	\$1,600.00	
bike rack	each	2	\$400.00	\$800.00	
Drinking Fountain	each	2	\$3,000.00	\$6,000.00	
Game Table	each	1	\$850.00	\$850.00	
Irrigation system	each	1	\$2,500.00	\$2,500.00	
Planting					
24 in. box trees	each	7	\$350.00	\$2,450.00	
5 gallons shrubs	each	68	\$30.00	\$2,040.00	
1 gallon shrubs	each	193	\$18.00	\$3,474.00	
Bioswale plant plugs	each	82	\$1.50	\$123.00	
Subtotal				\$123,445.00	
10% Contingency				\$12,344.50	
Total				\$135,789.50	

This preliminary estimate is based on the Landscape drawing date April 2014. It is intended as a rough cost estimating tool for the project. It is not a bid to perform the work specified on the plan or to purchase any of the items noted above.

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Sneddon, Su

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**From:** Molly Ording [molly.ording@icloud.com]  
**Sent:** Thursday, April 10, 2014 12:09 PM  
**To:** City Council  
**Subject:** Renaming of Pacific Cove Parking Lots!

Hello Much-Appreciated City Council Members!

I had been planning to attend tonight's meeting and speak about the renaming of Pacific Cove. As we have just returned in the past few days from a month in New Zealand & Tasmania and I have come down with some awful bug, I have decided to write you instead of possibly exposing you and others to this awful illness..whatever it may be! So sorry not to be there!

I have served on the Traffic and Parking Commission for as long as it has been in existence! As such, we have been intimately involved with the evolution of Lower Pac Cove into this huge parking area that it is becoming!

It occurred to me, many, many months ago, when I was up in the Bay Area and searching for parking adjacent to an East Bay planetarium, that we in Capitola needed to have names for the Pac Cove Lots that were RELEVANT, APPEALING, SHORT & INFORMATIVE! In other words, place-names for our old and new parking lots that would pop up when one checks on any of our information-providing devices, that would quickly and succinctly tell us *HOW to get there and if "THERE" was where we wanted to be!!!* As we all know, the names, "Pacific Cove," though so familiar to us, provides visitors with no information as to *where or what it is* near!

I came up with the names "CAPITOLA BEACH PARK 1" and "CAPITOLA BEACH PARK 2," thinking the names as they were used would probably evolve into "BEACH 1" and "BEACH 2!" I have brought these suggestions to your attention in the past and also brought them to the attention of the Traffic and Parking Commission as well. We (the T & PC) also discussed "North and South" and "Upper and Lower" "BEACH PARK!" For the sake of simplicity and clarity we decided on "1 and 2," although, again, for me that 1 & 2 designation is neither very clear or at all appealing!

Although the T & PC decided unanimously on the suggestion of "VILLAGE AND BEACH PARK 1 & 2," I would just suggest that you take some time to further consider shortening the names. For me, the shorter and clearer the better! Obviously, from all the Capitola information I have *ever* seen, be it in print or on-line, there is ALWAYS the association of a village with Capitola .i.e. Capitola *IS* a village, but our goal is to get **beach parkers and village visitors to use our BEACH LOTS!** It sounds so much more appealing to me already!!!

I am very sorry not to be able to be there tonight to pitch this to you a little further! Think it over...as we know, these names will be around forever and, nowadays, names need to impart information quickly and be cool and appealing! Also, it is all of our mission to enable this investment of precious Capitola space and dollars to be utilized to the max - let's give these spaces and some fun and appealing names from the get-go! And..if in 5 years, it is decided to actually convert this space into larger & better uses for the community, we will have "CAPITOLA BEACH PARK" already named! Think it over!

Cheers & thanks! Hope to see each of you soon!

Molly Ording

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**Sneddon, Su**

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**From:** John Martorella [captainmartorella@gmail.com]  
**Sent:** Wednesday, April 09, 2014 11:33 AM  
**To:** City Council  
**Cc:** Jesberg, Steve  
**Subject:** Stockton / Esplanade & Parking lot renaming

Hello all,

I have a few observations and comments about the redesign project on Stockton ave.

1. Closing the wrong crosswalk.
  - A. Pedestrians from the Riverview Terrace and David Lyng office area cross in front of the Village Creamery ( Polar Bear ) as this is the most direct and intuitive route.
  - B. Parents with strollers, wagons, kids walking bikes bound for the beach typically walk on the Mercantile side of the sidewalk to avoid crowds and congestion in front of Pizza My Heart and the other establishments. This new design would necessitate crossing THREE streets instead of ONE to take the same route.
  - C. If there is only one Stockton crosswalk, keep it as far away from the bridge and it's distractions as possible. The current crosswalk in front of Stockton Bridge Grill is the most dangerous.
2. Planned island is a problem.
  - A. Narrowed traffic lanes will exacerbate cars trying to turn right onto the Esplanade blocking all through traffic on Stockton ave and creating more of a gridlock. Currently it is possible for thru traffic to squeeze by on the left of stopped cars.
  - B. Emergency vehicles will have more of a challenge getting over the bridge if vehicles are stopped on either side. Currently vehicles can pull over to the right and allow Police and Fire to proceed thru, the island will delay that response.
  - C. The Island may restrict delivery trucks making right turns onto the Esplanade especially when there are cars parked in front of the Village Creamery.

I realize that traffic and pedestrian safety is the top priority here, but I don't agree with squeezing down an already narrow corridor, this planned improvement should be modified. My recommendation would be to enhance 2 out of 3 existing crosswalks and eliminate the current one in front of Stockton Bridge Grill and Armida Winery. The sidewalk project looks good but not sure if it's in the budget to complete it at this time.

One final thing, I recommend and support the renaming of the parking lots as outlined in the staff report.

Thanks,  
John Martorella  
831-359-9685

Sent from my iPad

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**ACTION SUMMARY MINUTES  
CAPITOLA PLANNING COMMISSION  
THURSDAY, APRIL 3, 2014  
7 P.M. CITY COUNCIL CHAMBERS**

**1. ROLL CALL AND PLEDGE OF ALLEGIANCE**

Commissioners: Ron Graves, Gayle Ortiz, Mick Routh, Linda Smith and TJ Welch

**2. ORAL COMMUNICATIONS**

- A. Additions and Deletions to Agenda-NONE
- B. Public Comments-NONE
- C. Commission Comments-NONE
- D. Staff Comments-NONE

**3. APPROVAL OF MINUTES**

- A. March 6, 2014, Draft Planning Commission Minutes

**ACTION: Approved 5-0**

**4. CONSENT CALENDAR**

- A. **207 California Avenue #13-170 APN: 035-181-10**  
Design Permit to remodel an existing single-family home in the CV (Central Village) Zoning District.  
This project does not require a Coastal Development Permit due to the addition being less than 10% of the internal floor area of the existing structure.  
Environmental Determination: Categorical Exemption  
Owner/Representative: Alfred Silva Jr., Filed 12.12.2013

**ACTION: Approved 5-0**

- B. **3120 Capitola Rd #14-027 APN: 034-281-27**  
Fence Permit application with request for a height exception up to 6 feet within the front yard of a residence located in the R-1(single family) Zoning District.  
This project is not located in the Coastal Zone.  
Environmental Determination: Categorical Exemption  
Owner: Lenny Farrell  
Representative: Leland Cadwallader, filed: 02/14/2014

**ACTION: Approved 5-0**

**5. PUBLIC HEARINGS**

- A. **1955 41<sup>st</sup> Avenue #14-029 APN: 034-261-53**  
Amendment to the Master Sign Program at 1955 41<sup>st</sup> Avenue to allow Logo Signs up to 4 square feet in the CC (Community Commercial) Zoning District.

This project is not located within the Coastal Zone.  
Environmental Determination: Categorical Exemption  
Property Owner: JFG Capitola- Winfield Partners, L.P.  
Representative: AKC Services, Kasey Clark, filed 02/18/2014

**ACTION: Approved 4-0; Commissioner Graves recused.**

**B. 1601 41<sup>st</sup> Ave #14-023 APN: 034-151-20**

Conditional Use Permit, Design Permit, Variance, and Sign Permit to allow an expansion of the existing Cinelux Theatre located in the Community Commercial (CC) zoning district. This project is not in the Coastal Zone and does not require a Coastal Development Permit.

Environmental Determination: Categorical Exemption  
Property Owner: George Ow Jr.  
Representative: Paul Gunsky, filed 2-26-14

**ACTION: Approved 5-0**

**C. GENERAL PLAN UPDATE**

Planning Commission recommendation on the proposed General Plan Update  
Environmental Determination: Environmental Impact Report  
Applicant: City of Capitola

**ACTION: Adopted a resolution certifying the Final Environmental Impact Report and adopting the Mitigation Monitoring Reporting Program and Statement of Overriding Considerations; Adopted a resolution to adopt the City's General Plan Update.**

**6. DIRECTOR'S REPORT**

**7. COMMISSION COMMUNICATIONS**

**8. ADJOURNMENT**

Adjourned the meeting at 10:00 p.m. to the regular meeting of the Planning Commission to be held on Thursday, May 1, 2014, at 7 p.m. in the City Hall Council Chambers, 420 Capitola Avenue, Capitola, California.



## CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: LIABILITY CLAIM

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**RECOMMENDED ACTION:** Deny liability claim and forward to the City's liability insurance carrier.

**DISCUSSION:**

The following claimant has filed a liability claim against the City of Capitola:

1. Patricia Greenwood: \$9,500.00

**ATTACHMENTS:** None

Report Prepared By: Liz Nichols  
Executive Assistant to the City Manager

Reviewed and Forwarded  
by City Manager: 

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## CITY COUNCIL AGENDA REPORT

### MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: CONSIDER A CONTRACT WITH CITY OF SANTA CRUZ FOR JUNIOR LIFEGUARD INSTRUCTOR TRAINING

**RECOMMENDED ACTION:**

1. Authorize the City Manager to execute a contract with the City of Santa Cruz to provide Junior Lifeguard Instructor Training in an amount not to exceed \$4,500 for a term of one year; and
2. Authorize a budget adjustment amending the Fiscal Year 2013-2014 General Fund Budget by transferring \$19,500 from Fund Balance to the Recreation Department to fund the Junior Lifeguard Instructor Training Program.

**BACKGROUND:** The Capitola Junior Lifeguard instructors are currently the only instructors in the County and beyond who do not attend a United States Lifesaving Association (USLA) certified lifeguard training program. This has created several issues; most importantly it is a safety issue, but also creates a liability problem for the City. In addition, other junior lifeguard programs have informed the City they do not want the Capitola Junior Lifeguard students attending their competitions because of their liability exposure due to the lack of training and certification of our instructors.

**DISCUSSION:** The City had the option to either contract with the City of Santa Cruz to train our Instructors, join the City of Santa Cruz's Junior Lifeguard program, or not attend the competitions. Staff is recommending contracting with City of Santa Cruz to train our instructors.

The City of Santa Cruz Fire Department, Marine Safety Division is a certified USLA Chapter and therefore qualified to provide the necessary training to the Capitola Junior Lifeguard instructors. The training is composed of a one-time requirement of 40 hours of initial training and 16 hours annually thereafter to maintain certification. The City of Santa Cruz will provide the required training with their staff at their facilities, as well as on Capitola Beach in May 2014, or instructors can attend training in June 2014. All of the Capitola Junior Lifeguard instructors will be required to attend and pass the training in order to become a Junior Lifeguard instructor.

**FISCAL IMPACT:** The amount of the contract is \$4,500 for the first year of training, and \$15,000 for wages paid to the Capitola Junior Lifeguard instructors for their attendance. The amount will decrease slightly over time as Capitola instructors complete the initial 40 hour training requirement and are then required to attend 16 hours of training annually thereafter.

**ATTACHMENTS:** 1) Contract, 2) Budget Adjustment Form

**Report Prepared By:** Lisa G. Murphy  
Administrative Services Director

Reviewed and Forwarded  
by City Manager: 

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**MUTUAL INDEMNITY AGREEMENT  
RE: JUNIOR LIFEGUARD  
INSTRUCTOR TRAINING SERVICES**

This Mutual Indemnity Agreement (“Agreement”) is made and entered into by and between the CITY OF SANTA CRUZ, a charter city and municipal corporation (“SANTA CRUZ”) and the CITY OF CAPITOLA, a general law city and municipal corporation (“CAPITOLA”), (hereinafter collectively referred to as “Parties” or individually as “Party”), both of which are public entities organized and existing under and by virtue of the laws of the State of California. This Agreement will be effective as of \_\_\_\_\_, 2014.

**RECITALS**

WHEREAS, each Party to this Agreement provides a Junior Lifeguard program;

WHEREAS, Santa Cruz through its Fire Department provides lifeguard services to CAPITOLA at CAPITOLA Main Beach pursuant to the Agreement for Lifeguard Services entered on May 25, 2012, which has been extended and is currently in effect;

WHEREAS, Santa Cruz Fire Department, Marine Safety Division is a certified United States Lifesaving Association (USLA) Chapter and therefore qualified to provide open water lifeguard training;

WHEREAS, CAPITOLA seeks a cost-effective and efficient option to train Junior Lifeguard Instructors pursuant to a USLA certified training program;

WHEREAS, Parties now wish to agree upon the responsibility and liability for the provision of Junior Lifeguard Instructor training services, under the terms and conditions described in this Agreement.

NOW THEREFORE, the Parties agree as follows:

1. **SERVICES.** Santa Cruz Fire Department, through its lifeguards and lifeguard supervisors, shall provide lifeguard training to CAPITOLA Junior Lifeguard Instructors to complete the requirements for open water beach lifeguards as follows:
  - a) SANTA CRUZ shall annually, for a total of 40 hours, train a maximum of 24 Junior Lifeguard Instructors with the goal that the Junior Lifeguard Instructors will complete the requirements for open water beach lifeguards trained under a certified USLA program.
  - b) At a minimum, said training shall include sixteen hours of recurrent training in lifeguarding, first aid and cardiopulmonary resuscitation (CPR). The Santa Cruz Fire Department Marine Safety Division is a United States Lifesaving Association (USLA) advanced agency member and all training provided pursuant to this Agreement shall adhere to and comply with USLA training standards.
  - c) Junior Lifeguard Instructors may become open water lifeguards by participating and successfully completing either: 1) SANTA CRUZ Fire Department’s Marine

**Item #: 9.C. Attach 1.pdf**

DIVISION Rookie School, or 2) an equivalent training session as determined by the Marine Safety Division of the Santa Cruz Fire Department.

- d) SANTA CRUZ makes no guarantee, warrantee, or other assurances that the Junior Lifeguard Instructor trainees will successfully complete the training requirements to becoming open water beach lifeguards. Any person who fails to successfully complete the training requirements will not be endorsed as an open water lifeguard.
2. SERVICES MANAGER. CAPITOLA agrees to assign a CAPITOLA employee as the project manager to administer the contract and provide administrative services relating to this program.
3. TERM. The term of this Agreement will commence on \_\_\_\_\_ and terminate one year from the same date. The term of this Agreement may be extended annually by mutual agreement of the Parties evidenced in writing as an amendment to this Agreement.
4. COMPENSATION. For all Junior Lifeguard Instructor training services provided by SANTA CRUZ pursuant to this Agreement, including all equipment used by Santa Cruz in connection therewith and all expenses incurred by SANTA CRUZ in connection therewith, CAPITOLA shall pay SANTA CRUZ a total of \$4,500. Said \$4,500 shall be remitted by CAPITOLA to SANTA CRUZ in a single lump sum payment due and payable on or about May 15<sup>th</sup>.
5. MUTUAL INDEMNIFICATION. Each Party agrees to defend, indemnify, and hold the other Party, its officers, employees, agents harmless from any and all claims, liability, losses, expenses, attorneys, fees or costs arising out of said Party's respective employees', officers' or agents' negligent acts, errors, omissions or willful misconduct while performing their obligations pursuant to this Agreement, but only in proportion to and to the extent such liability, losses, expenses, attorneys' fees, costs or claims for injury or damages are caused by the negligent or intentional acts or omissions of said Party, its respective officers, employees, or agents. For purposes of this provision none of the Santa Cruz personnel who provide services pursuant to this Agreement shall be construed to be, or considered, Capitola officers, employees or agents.
6. INSURANCE. Each Party shall insure its activities in connection with this Agreement and obtain, keep in force and maintain as follows:
  - A. Commercial General Liability Insurance of at least \$1 Million;
  - B. Worker's Compensation Insurance as required by California law.
7. TERMINATION WITHOUT CAUSE. Each Party may terminate this Agreement, without cause, by giving written notice to the other Party. Such termination shall be effective thirty (30) days following receipt of written notice.
8. TERMINATION FOR CAUSE. Should any Party be in default of any covenant or condition hereof, the other Party may immediately terminate this Agreement for cause if the defaulting Party fails to cure the default within ten (10) calendar days of receiving a written notice of the default.



9. NON-ASSIGNABILITY. This Agreement shall not be assigned by either Party without first obtaining the express written consent of the other Party.
10. NOTICES. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to the Parties shall be in writing and shall be deemed duly served and given when personally or electronically delivered to the Party to whom directed or in lieu of such personal or electronic service when deposited in the United States mail, postage paid to:

City of Capitola  
420 Capitola Ave  
Capitola CA 95010  
Attn: City Manager  
Telephone: (831) 475-7300

City of Santa Cruz  
809 Center Street, Room 10  
Santa Cruz CA 95060  
Attn: City Manager  
Telephone: (831) 420-5010

11. ENTIRE AGREEMENT. The Parties agree that this Agreement constitutes the sole and only Agreement between them concerning Junior Lifeguard Training services and correctly sets forth their obligations and duties with respect to each other.
12. AMENDMENT. This Agreement may be amended only by written consent of the Parties.
13. SUBJECT HEADINGS. The subject headings of the paragraphs in this Agreement are included solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify or aid in the meaning, construction or interpretation of any provision of this Agreement.
14. NO INTERPRETATION AGAINST DRAFTING. This Agreement has been negotiated at arm's length between the Parties hereto. Accordingly, any rule or law (including California Civil Code §1635 et seq.) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted the applicable provision, is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose and intent of the Parties.
15. EXECUTE IN COUNTERPARTS. The Parties agree that there shall be two originals of this Agreement, which shall be identical in all respects, including form and substance. The Parties may execute this Agreement 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 copy of this executed Agreement shall be deemed as valid as the original.

**Item #: 9.C. Attach 1.pdf**

16. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

17. WAIVER OF CONFLICT OF INTEREST. Each Party has considered the conflict of interest and fully understands the possible adverse consequences of the simultaneous representation by the same legal counsel in the preparation of this Agreement. Each Party understands that it has the right to seek the advice of independent legal counsel on its own behalf on the conflict of interest issue and also relating to this Agreement. Each Party hereby agrees to waive the conflict of interest in the continued representation by the same legal counsel relating to this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF CAPITOLA, a Municipal Corporation

By: \_\_\_\_\_  
Name: Jamie Goldstein  
Its: City Manager  
Date: \_\_\_\_\_

CITY OF SANTA CRUZ, a Municipal Corporation

By: \_\_\_\_\_  
Name: Martin Bernal  
Its: City Manager  
Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
John G. Barisone, City Attorney  
For City of Santa Cruz and City of Capitola

City of Capitola Budget Adjustment Form



Date 4/3/2014

Requesting Department Recreation

Administrative Council

Item # \_\_\_\_\_  
 Council Date 9.C. 4/10/2014  
 Council Approval \_\_\_\_\_

Revenues		
Account #	Account Description	Increase/Decrease
Total		-

Expenditures		
Account #	Account Description	Increase/Decrease
1000-50-50-520-4120.100	Wages Temporary Seasonal	15,000
1000-50-50-520-4305.900	Contract Services	4,500
Total		19,500

Net Impact (19,500)

Purpose: To fund Junior Lifeguard Instructor Training Program  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Department Head Approva \_\_\_\_\_

Finance Department Approval \_\_\_\_\_

City Manager Approval \_\_\_\_\_

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## CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: POLICE DEPARTMENT

SUBJECT: CONSIDER ASSOCIATION OF MONTEREY BAY AREA GOVERNMENTS (AMBAG)  
REGIONAL PUBLIC SAFETY ELECTRIC MOTORCYCLE UPGRADE PROGRAM  
GRANT OF \$14,250

**RECOMMENDED ACTION:** Approve the acceptance of the AMBAG Regional Public Safety Electric Motorcycle Upgrade Program Grant funds of \$14,250 toward the purchase of a Police Department electric motorcycle.

**BACKGROUND:** The AMBAG Regional Public Safety Electric Motorcycle Upgrade Program is a grant program offered by the Monterey Bay Unified Pollution Control District using funds allocated by AB2766 secured DMV fees. The purpose of the program is to replace polluting fleet vehicles in the Monterey Bay region with true zero emissions electric motorcycles. Funding was made available for the purchase of four motorcycles in Santa Cruz County in Fiscal Year 2013-2014.

**DISCUSSION:** The Police Department currently has five motorcycles, including a 1999 Kawasaki KZ1000 which is scheduled for replacement in the near term. The Department was awarded \$14,250 toward the purchase of an electric motorcycle to replace the Kawasaki. The remaining \$3,929 will be paid from money received for unclaimed property that has been sold at auction. Funds from this account are to be exclusively used for supporting front line law enforcement.

Zero Motorcycles is offering incentive pricing on 2013 DS Police motorcycles to local agencies to maximize the leverage of the grant. The electric motorcycle will not only be less polluting, but have much lower fuel and maintenance costs than a gas model.

**FISCAL IMPACT:** The total purchase of the motorcycle is \$18,179. The \$3,929 difference between the grant and the purchase price will be paid from the Evidence Held - Adjudicated account, which is money received from the auction of unclaimed property. AMBAG will provide the grant funds directly to the vendor.

**ATTACHMENTS:** None.

Prepared by: Denice Pearson  
Administrative/Records Analyst

Reviewed and Forwarded  
by City Manager: 

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## CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: MCGREGOR PARK APPROVAL OF PLANS, AUTHORIZATION TO ADVERTISE FOR BIDS, BUDGET AMENDMENT ALLOCATING \$130,000 WITHIN THE CAPITAL IMPROVEMENT PROGRAM FROM UNDETERMINED PARK IMPROVEMENTS TO THE MCGREGOR PARK PROJECT AND MODIFICATIONS TO THE MCGREGOR PARK DONATION AND SPONSORSHIP PROGRAM

### **RECOMMENDED ACTION:**

1. Approve plans, specifications, and engineer's estimate for construction of the McGregor Park and authorize advertising the Project to receive bids setting the bid opening date for May 14, 2014, at 11:00 a.m.; and
2. Approve a budget adjustment reallocating \$130,000 within the Capital Improvement Program from Undetermined Park Improvements to the McGregor Park Project; and
3. Approve modifications to the McGregor Park Donation and Sponsorship Program.

**BACKGROUND:** This Project will complete the grading, fencing, landscaping, parking lot improvements, and related features of the park on the McGregor property. This Project does not include construction of the elements.

**DISCUSSION:** The estimated cost of construction is \$150,000 based on preliminary designs. A detailed estimate is being prepared and will be provided to the Council upon completion. The construction plans are included as Attachment 1. A full size set of plans and the specifications are available at the Public Works Department for review.

The proposed construction schedule is as follows:

Authorization to advertise:	April 10, 2014
Bids open:	May 14, 2014
Contract awarded:	May 21, 2014
Begin work:	June 2014
Construction complete:	August 2014

Separately, staff is working on finding sponsors for the completion of the skate park, dog park, and bike park. It is anticipated the elements will be completed independently of each other following construction. Staff received a refined cost estimate for the bike park which maximizes the use of the area for an amount less than what was identified in the sponsorship program. The bike park was originally estimated at \$25,000 to install, the revised cost estimate is for \$15,000. Staff is proposing to adjust the sponsorship program proportionate to the new amount which is a 40% reduction. Tentative sponsorships for the entire amount have been identified. The dog park sponsorship program is also recommended to be adjusted similarly by a decrease of 20%, as the cost to install is less than the originally identified amount of \$10,000. A donor has tentatively committed to the full amount of the dog park. At this time, the cost for the installation for the skate park has not changed and no sponsorships or donations have been identified for the skate park, therefore no changes are recommended at this time.

## Item #: 10.A. Staff Report.pdf

APRIL 10, 2014 AGENDA STAFF REPORT  
MCGREGOR PARK APPROVAL OF PLANS, SPECIFICATIONS AND ENGINEER'S ESTIMATE,  
AUTHORIZATION TO ADVERTISE FOR BIDS AND APPROVAL OF A BUDGET ADJUSTMENT

**FISCAL IMPACT:** The current Capital Improvement Program Budget includes an allocation of \$130,000, for undetermined park improvements, and \$35,000 for the McGregor Park Project. A budget adjustment is recommended to reallocate the \$130,000 to the McGregor Park Project bringing the Project budget to \$165,000. Design costs to date are \$15,000, leaving \$150,000 for construction.

### **ATTACHMENTS**

1. Construction Plans
2. Budget Adjustment

**Report Prepared By:** Steven Jesberg  
Public Works Director

**Reviewed and Forwarded  
By City Manager:** 



planning commission review plans for:

# McGREGOR PARK

CITY OF CAPITOLA

McGREGOR DRIVE, CAPITOLA

March 31, 2014

## Sheet Index

cs	Cover sheet
1	Survey
L - 1.0	West Grading + Drainage, Erosion Control, Tree Protection Plan
L - 1.1	East Grading + Drainage, Erosion Control, Tree Protection Plan
L - 1.2	Grading + Drainage, Erosion Control, Tree Protection Notes and Details
L - 2.0	Layout + Materials Plan
L - 2.1	Site furnishings and Lighting Cut Sheets
L - 3.0	West Planting Plan
L - 3.1	East Planting Plan
L - 4.0	West Irrigation Plan
L - 4.1	East Irrigation Plan
L - 5.0	Planting + Irrigation Details

## Vicinity Map



Park Location



**Michael Arnone + Associates**  
LANDSCAPE ARCHITECTURE

831.462.4988 mike@amonelandscape.com www.amonelandscape.com

**MCGREGOR PARK**  
 CITY OF CAPITOLA  
 MCGREGOR DRIVE, CAPITOLA

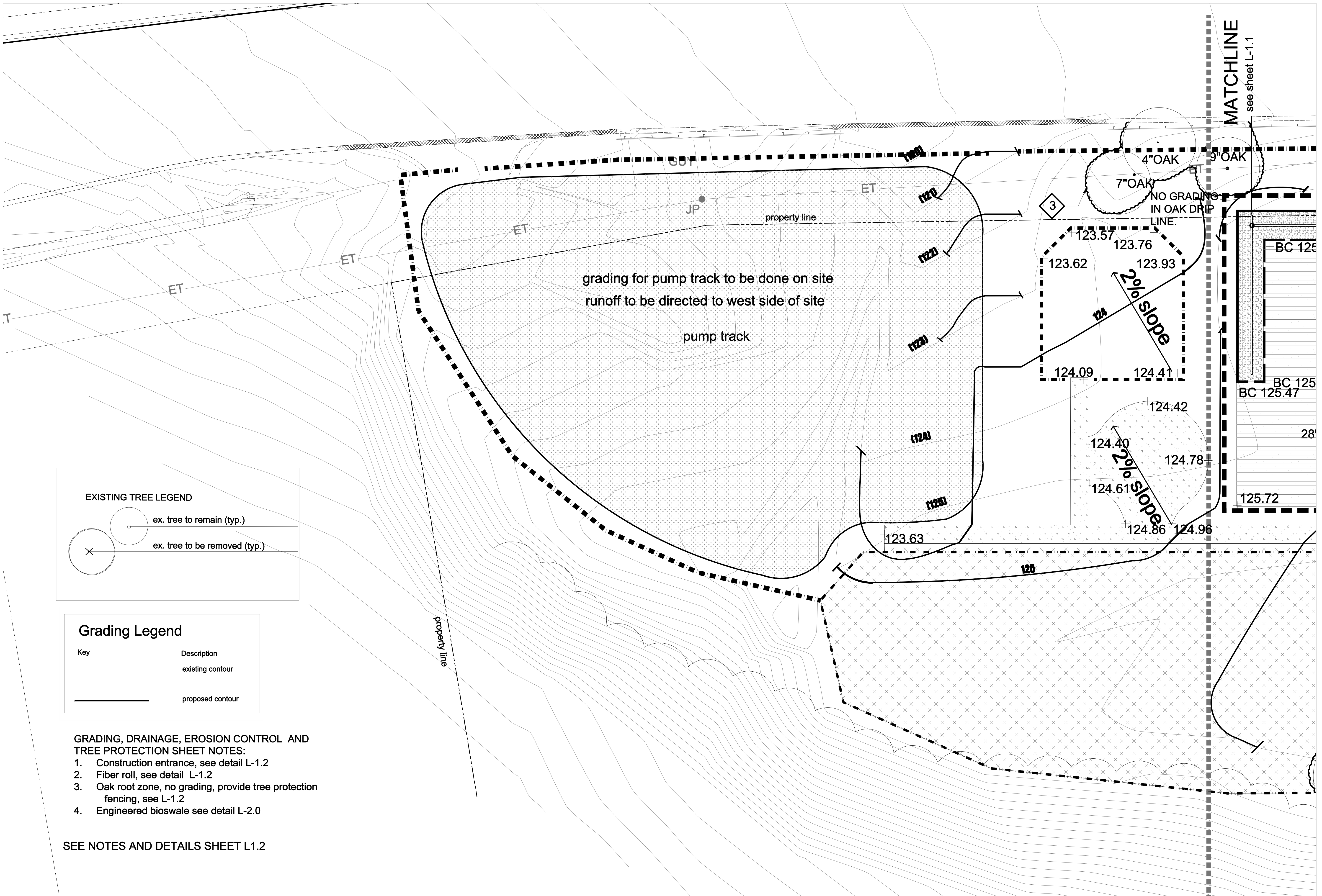


DATE	PURPOSE	BY
1.6.14	planning commission submittal	MAA
2.25.14	pod placement	MAA
3.31.14	bid set	MAA

scale:  
 1" = 10' - 0"

sheet title:  
 West Grading +  
 Drainage, Erosion  
 Control, Tree  
 Protection Plan

sheet number:  
**L-1.0**  
 of eleven



**EXISTING TREE LEGEND**

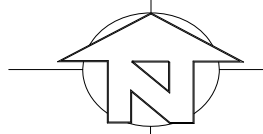
○ ex. tree to remain (typ.)  
 ⊗ ex. tree to be removed (typ.)

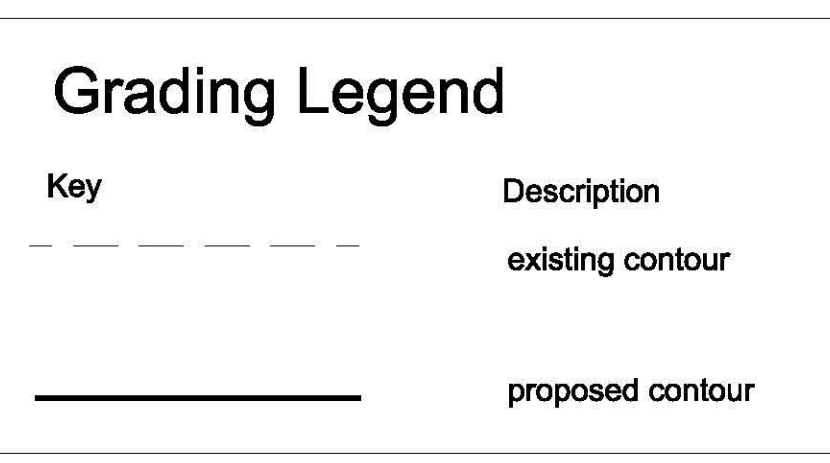
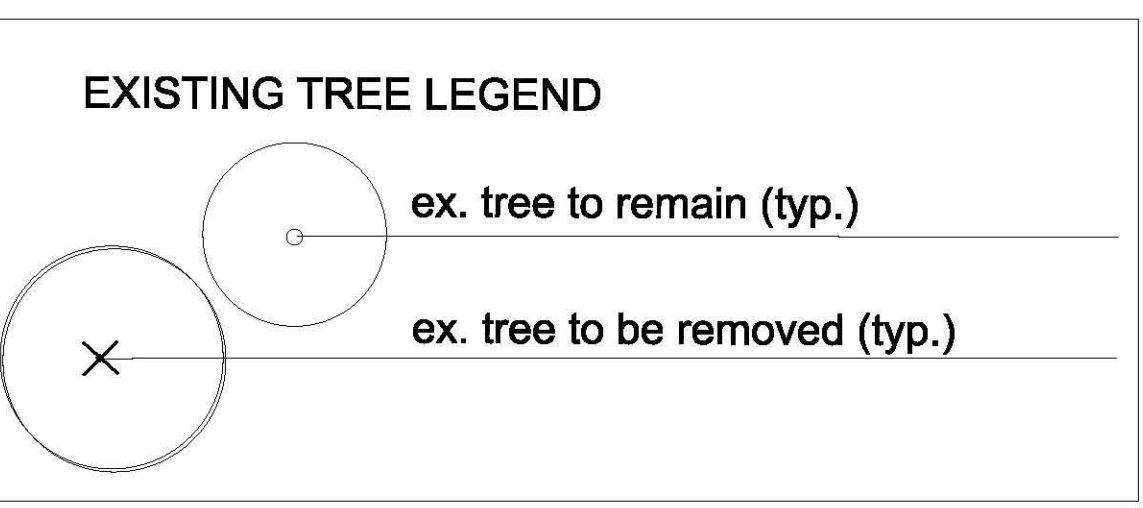
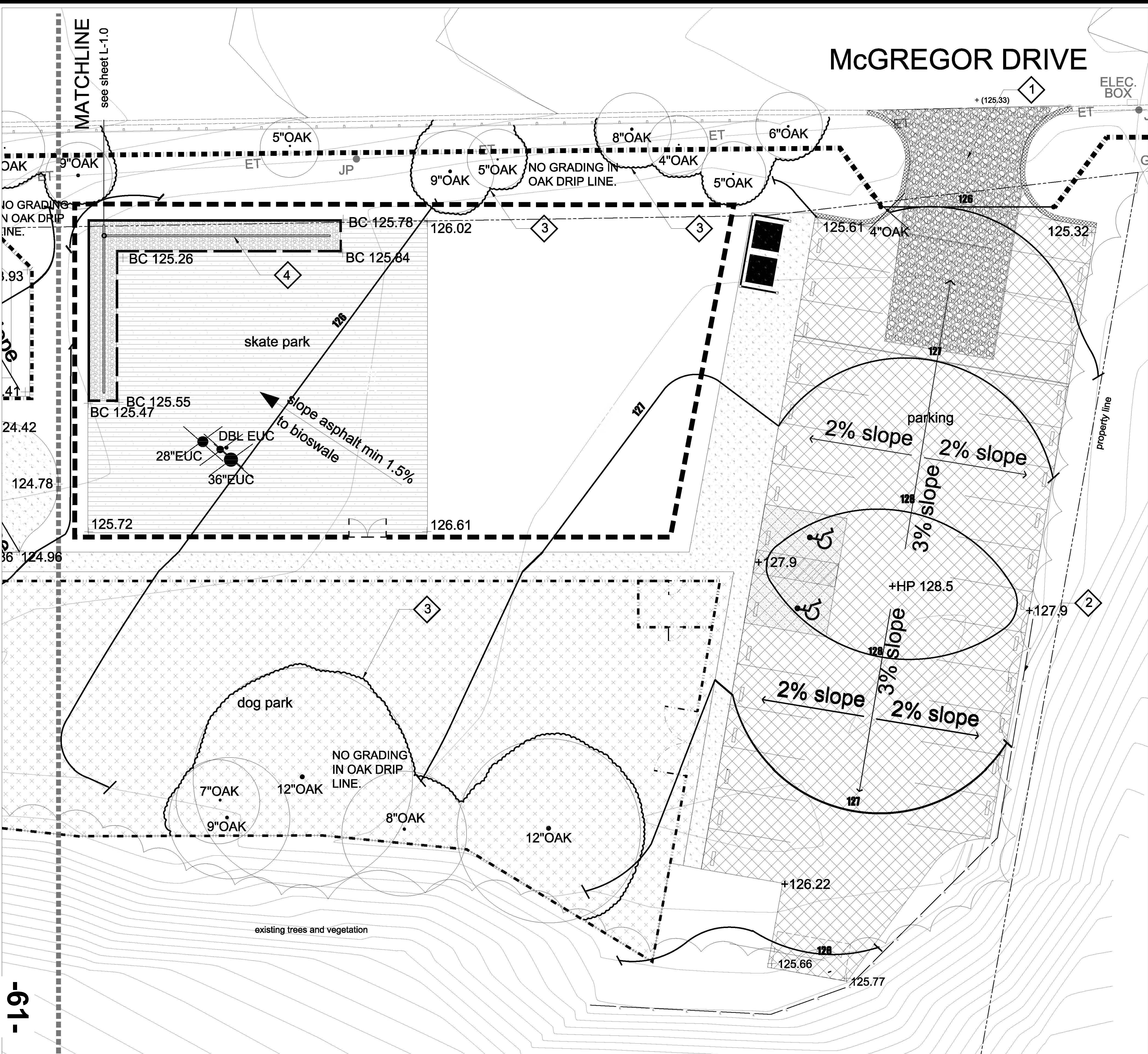
**Grading Legend**

Key	Description
---	existing contour
—	proposed contour

- GRADING, DRAINAGE, EROSION CONTROL AND TREE PROTECTION SHEET NOTES:**
1. Construction entrance, see detail L-1.2
  2. Fiber roll, see detail L-1.2
  3. Oak root zone, no grading, provide tree protection fencing, see L-1.2
  4. Engineered bioswale see detail L-2.0

SEE NOTES AND DETAILS SHEET L1.2





**GRADING, DRAINAGE, EROSION CONTROL AND TREE PROTECTION SHEET NOTES:**

1. Construction entrance, see detail L-1.2
2. Fiber roll, see detail L-1.2
3. Oak root zone, no grading, provide tree protection fencing, see L-1.2
4. Engineered bioswale see detail L-2.0

SEE NOTES AND DETAILS SHEET L1.2

**Michael Arnone + Associates**  
 LANDSCAPE ARCHITECTURE  
 3370 Samuel Place Santa Cruz, CA 95062  
 831.462.4988 m.arnone@arnonelandscapes.com www.arnonelandscapes.com

**McGREGOR PARK**  
 CITY OF CAPITOLA  
 McGREGOR DRIVE, CAPITOLA



DATE	PURPOSE	BY
1.6.14	planning commission submittal	M.A.
2.25.14	pod placement	M.A.
3.31.14	bid set	M.A.

scale:  
 1" = 10' - 0"

sheet title:  
 East Grading +  
 Drainage, Erosion  
 Control, Tree  
 Protection Plan

sheet number:  
**L - 1.1**  
 of eleven

Item #: 10.A. Attach 1.pdf

DATE	PURPOSE	BY
1.6.14	planning commission submittal	MAA
2.25.14	pod placement	MAA
3.31.14	bid set	MAA

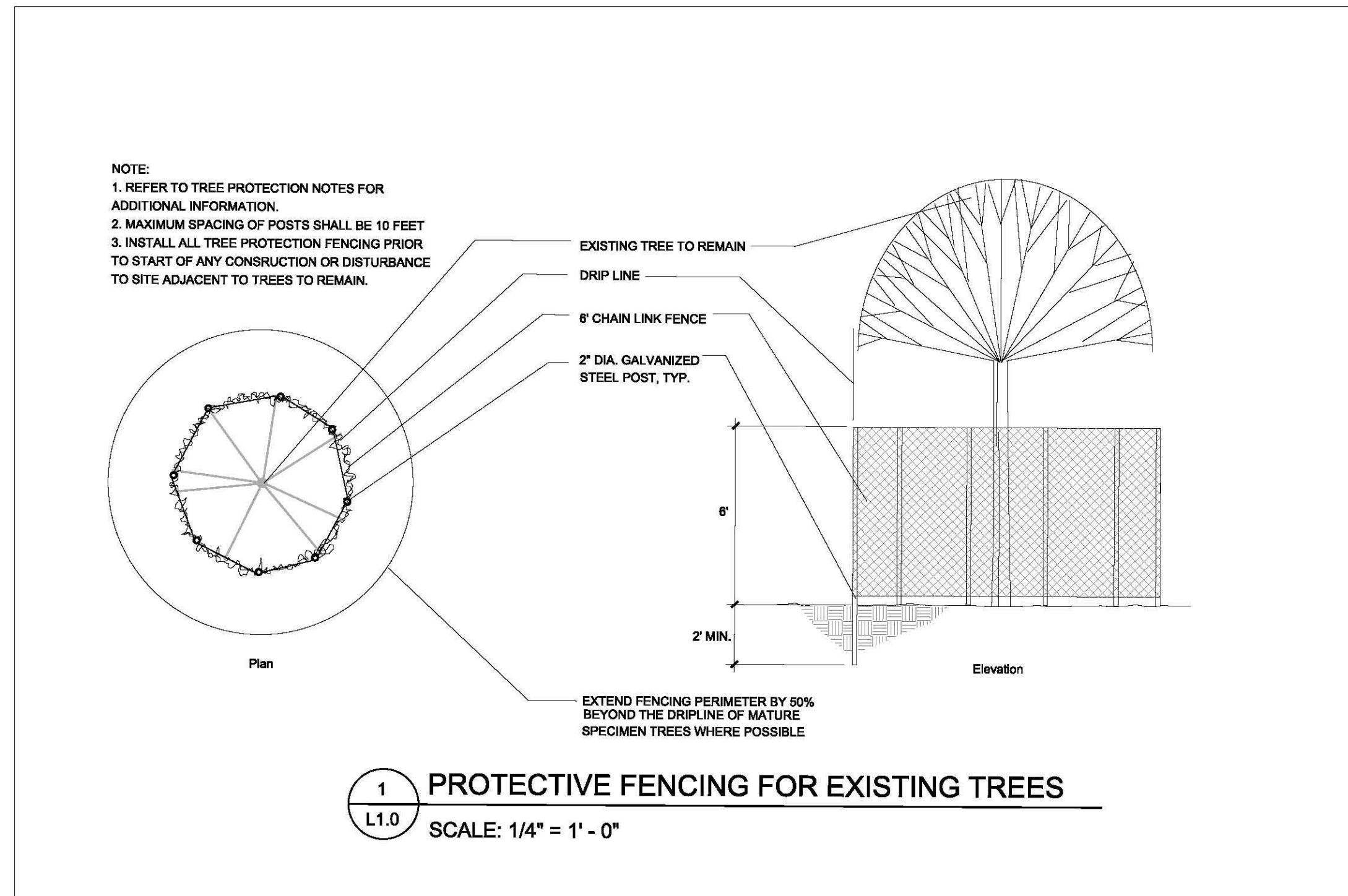
scale:  
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sheet title:  
Grading + Drainage,  
Erosion Control, Tree  
Protection Notes and  
Details

sheet number:  
**L - 1.2**  
of eleven

**GRADING and DRAINAGE NOTES:**

- All grading shall be done in conformance with Capitola Municipal Code Chapter 13.16, Storm Water Pollution Prevention and Protection.
- Vegetation, roots and deleterious materials shall be removed from area to be graded prior to grading.
- Cut and fill slopes shall be 3:1 maximum or flatter - no exceptions.
- Dirt, strippings or structural fill will not be allowed to move on or off-site, through public rights-of-way or streets by non-licensed or off-road vehicles.
- Fill shall be compacted to 90% relative compaction unless otherwise noted.
- After grading, spread topsoil from strippings and landscaped areas 3" to 6" deep.



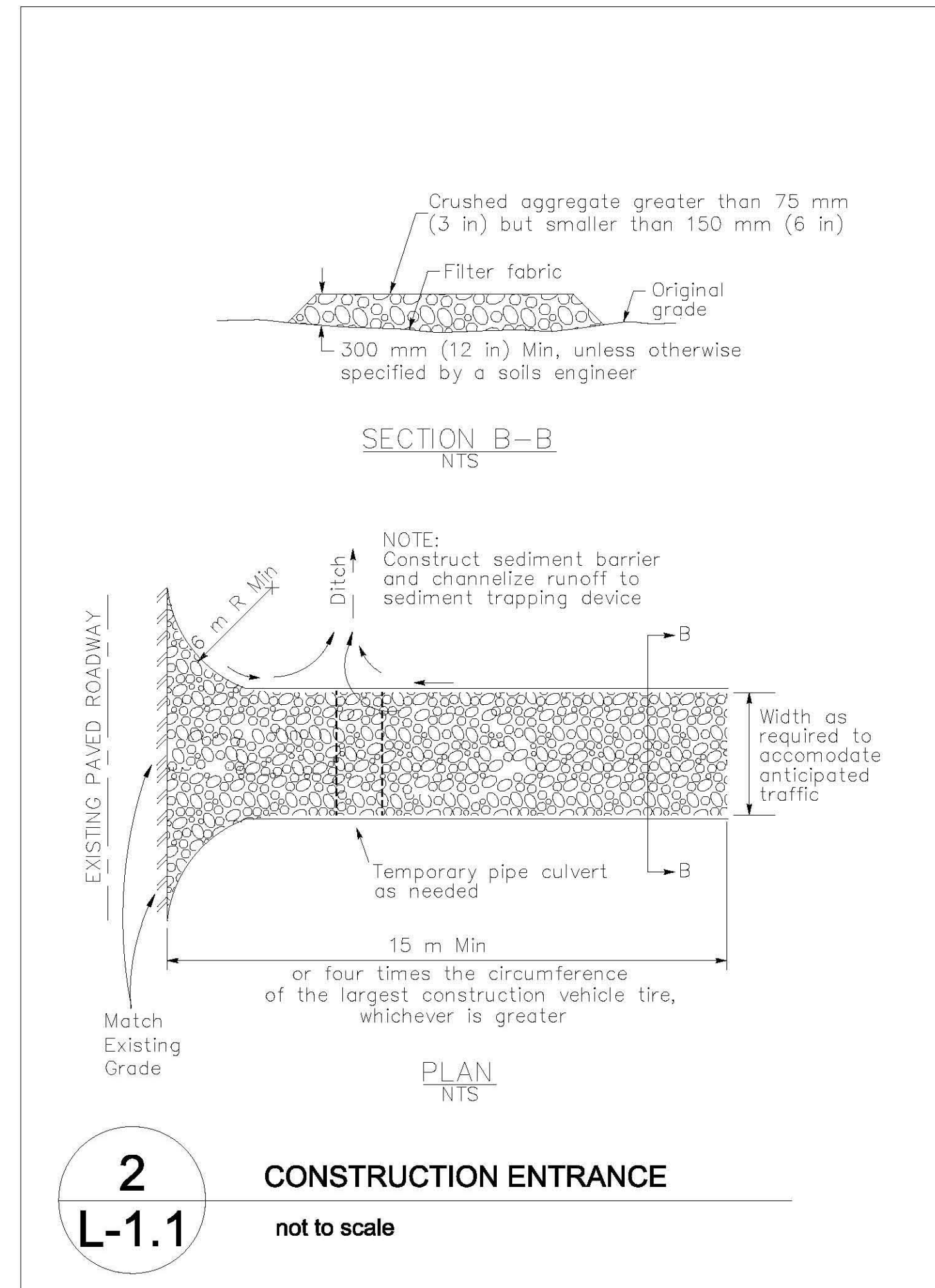
**1**  
**L1.0** PROTECTIVE FENCING FOR EXISTING TREES  
SCALE: 1/4" = 1' - 0"

**EROSION CONTROL NOTES:**

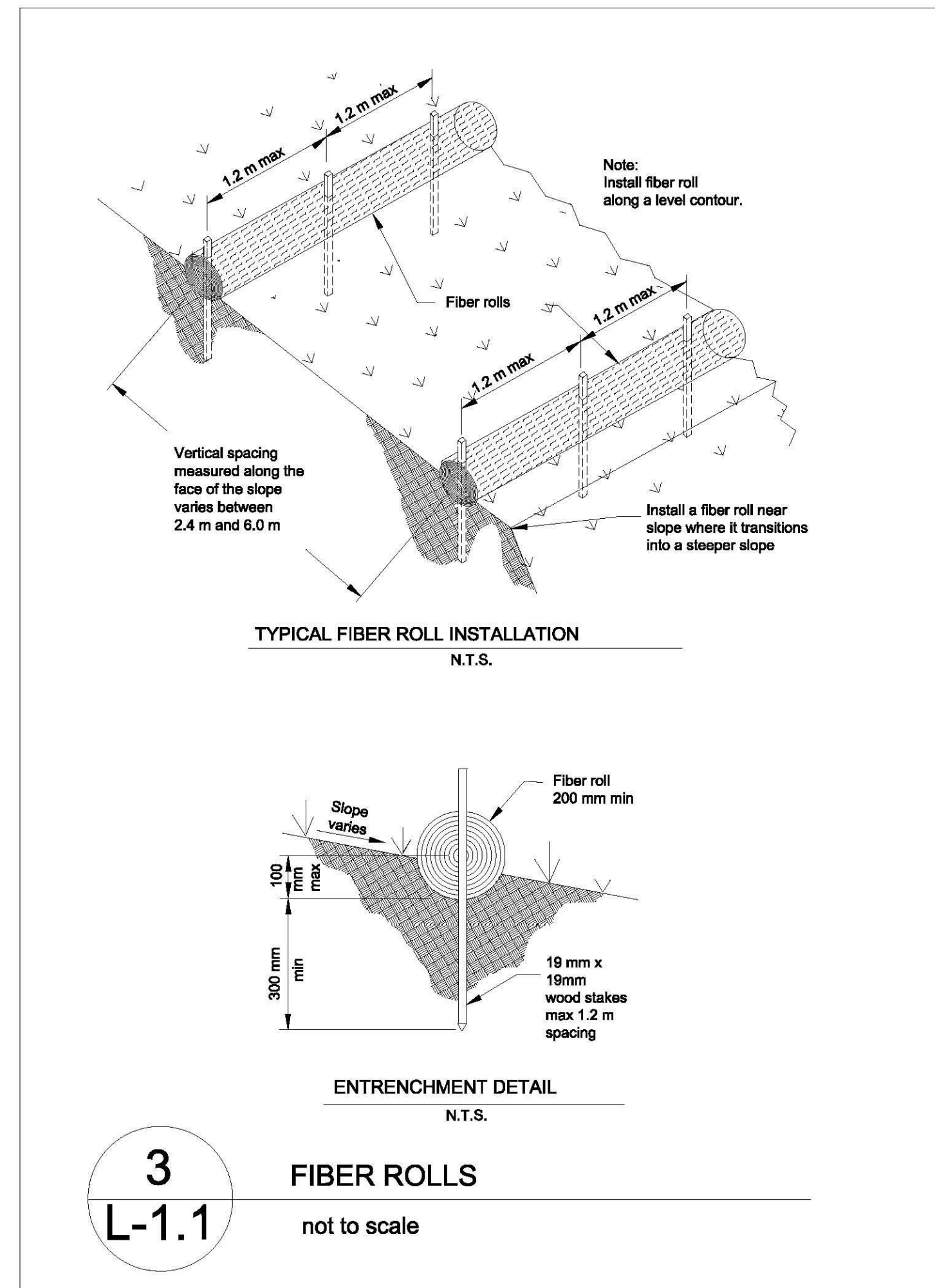
- The intention of the erosion control measures shown on this plan are for interim erosion and sediment control only. All erosion control measures shall conform to California Regional Water Quality Control's Field Manual for Erosion and Sedimentation Control, The California Storm Water Quality Association Best Management Practices Handbook for Construction and the local governing agency for the project.
- No land clearing, grading, or excavation shall be done between October 15th and April 15th.
- The City of Capitola, Department of Public Works shall be responsible for implementing and maintaining site erosion control at all times.
- The City of Capitola, Department of Public Works shall be responsible for checking and repairing erosion control systems after storm events and in the event of damage from construction processes.
- Measures shall be taken to collect and clean any accumulation of dirt, mud, sand, gravel or rocks on the surface of any street. Removal shall be done with street sweepers or hand sweeping. Water shall not be used to wash sediments into public or private drainage systems.
- Unnecessary grading and disturbing of soil shall be avoided.
- Between October 15th and April 15th exposed soil shall be protected from erosion at all times. Hay bales, fiber berms, silt fences or other means shall be employed to prevent sediment from leaving the site and entering any watercourse.
- During construction, no turbid water shall be permitted to enter the channel or storm drain system. Use of silt or grease traps, filter berms, hay bales or silt fences shall be used to prevent such discharge.
- Construction entrances shall be installed prior to commencement of grading. All construction traffic entering on to the paved roads must cross the stabilized construction entrances. Contractor shall maintain a stabilized entrance at each entrance to a paved street. Any mud or debris tracked onto the public streets shall be removed daily.
- All areas on- and off-site exposed during construction activities, if not permanently landscaped per plan, shall be protected by mulching and/or planting of the following SCS approved erosion control mix at a rate of 35lbs. per acre.  
Blando Bromo 50%  
Rose Clover (pellet inoculated) 35%  
Creeping Red Fescue 15%  
Zorro Annual Fescue Trace
- All excavated material shall be removed to an approved disposal site or disposed of on-site in a manner that will not cause erosion.
- Any material stockpiled on-site shall be covered with plastic during the winter months or during periods of rain.
- Exposed soil on slopes greater than 20% shall be seeded, covered with 2" of straw, and an erosion control blanket. The erosion control blanket shall be staked in place.
- Fiber rolls shall be placed along the top of the down slope perimeter as shown by symbol on plan. Placement shall run with contours and rolls shall be tightly end butted. Contractor shall refer to manufacturers specifications for placement and installation instructions.
- The City of Capitola, Department of Public Works shall be responsible for seeing that additional measures, necessary to control site erosion and prevent sediment transport off-site are implemented.

**TREE PROTECTION NOTES:**

- Prior to initiating any construction activity in the area, including grading, temporary fencing shall be installed at each site tree. Fencing shall be located at or beyond the canopy drip line so that 100% of the drip line will be protected by fencing. To reduce soil compaction from equipment, a mulch of 1-2 inch sized wood chips shall be placed at a depth of 4 inches where no excavation is to occur in the vicinity of the trees to be protected.
- The tree protection fence shall be 6' high chain link with immovable posts. The fencing shall form a continuous barrier without entry points around each tree. Any encroachment into the drip line for fencing or construction purposes shall not be permitted.
- Low hanging limbs of saved trees shall be pruned prior to grading, or any equipment mobilization on site. The purpose of this requirement is to avoid tearing limbs by heavy equipment. All limbs to be pruned shall be supervised by the arborist of record for the job.
- This fencing shall serve as a barrier to prevent drip line encroachment of any type of construction activities and equipment. No oils, gas, chemicals, liquid waste, solid waste, construction machinery or construction materials shall be stored or allowed to stand for any period of time within the drip line of the tree. Further, no one shall enter the fence perimeter for any reason except for the purpose of monitoring the health of the tree. Accidental damage to bark, root crown, or limbs may increase the potential for future decline in the health of the tree.
- Contractors and subcontractors shall direct all equipment and personnel to remain outside the fenced area and at all times until the project is complete, and shall instruct employees as to the purpose and importance of fencing.
- A warning sign shall be posted at each tree indicating the purpose of the fencing.
- The arborist of record for the job and or the city arborist shall be responsible for inspection and approval of the fencing prior to any grading operations.
- Fencing must remain in place and shall not be removed until all construction activities are completed. This shall include grading and compaction activities, installation of underground utilities, all construction activities, and any other construction or activity that is scheduled prior to landscape installation.
- Roots of single standing trees often extend up to three times the distance of the actual drip line and function primarily in the uptake of nutrients and water. The drip line is arbitrarily established as the minimum root area generally required to preserve tree health. As much area around the circumference of the tree should have minimum intrusion to further insure tree survival and health.
- Unauthorized tree removal is subject to in-kind replacement equal to the mature resource lost as determined by the city.
- The contractor is required to water, fertilize and attend to other maintenance needs of existing trees as needed per arborist's recommendations to maintain healthy growth throughout the construction period. Six foot diameter minimum by six inch tall earth berms shall be constructed at the base of each tree to function as temporary watering basins during the construction period. Trees shall be watered according to weather and tree requirements.
- Relocation of existing trees (if desired) shall occur under the observation and direction of a certified arborist approved by the City of Capitola. Contact City for additional notes regarding tree location.
- Please consult specifications concerning tree protection and maintenance prepared by project arborist or more information.
- No trenching shall occur within the tree protection zone.
- All digging within the drip line of trees shall be done by hand.
- Exposed soil after demolition must be covered immediately with a six inch layer of wood chip mulch.



**2**  
**L-1.1** CONSTRUCTION ENTRANCE  
not to scale



**3**  
**L-1.1** FIBER ROLLS  
not to scale

**LAYOUT AND MATERIALS SHEET NOTES:**

- Form and pour new asphalt curbs for new entry.
- Vehicle gate
- Portable restroom
- 6" High wooden screen
- Solar powered LED light: see schedule sheet L-2.0
- Bike racks: see schedule sheet L-2.0
- Trash recycling receptacles: see schedule sheet L-2.0
- Drinking fountain: see schedule sheet L-2.0, install as per manufact. instructions
- Dog clean-up station: see schedule sheet L-2.0
- Decomposed granite path: see detail A sheet L-2.0
- Service access gates
- Benches: see schedule sheet L-2.0
- Kids play area: see detail G sheet L-2.0
- Two seat game table: see schedule sheet L-2.0
- sleeve under paving (typical)
- Form and pour new asphalt curb to close off existing entry
- Engineered bioswale, overflow to daylight at Mc Gregor Dr. See detail B sheet L-2.0.
- Planned location of recycling pod.
- Opening in fence, 6'-0" wide
- Donor Sign: see detail H sheet L-2.0
- Drinking fountain percolation pit: 16" diameter, 3' deep filled with 3/4" drain rock. Connect drain line from fountain to pit.

**CONSTRUCTION NOTES:**

- Contractor shall notify Underground Service Alert (USA) at 800.842.2444 to verify the location and depth of all existing utilities prior to any demolition, trenching or excavation.
- All spoils and debris from the demolition work shall be hauled off site and disposed of in a lawful manner as part of the Contractor's site and demolition work.
- Contractors shall review all related work required on all other landscape architectural sheets and specifications prior to start of construction.
- Contractor shall take care not to damage in any way, any existing elements to remain. Such damage is the responsibility of the contractor and shall be replaced or repaired to match the original at no additional cost to the owner.
- All dimensions and elevations shall be verified in the field and checked, flagged or string lined prior to any construction. If any discrepancies occur, notify Landscape Architect immediately before proceeding.
- At interface of new landscape and existing, grades shall be uniform and provide a smooth transition.
- No top soil shall be installed within 10' of trunks of existing trees to remain.
- All imported top soil and fill soil for landscape areas shall be tested by a soils lab and approved by Landscape Architect before delivery to site. Landscape Contractor shall pay for all testing.

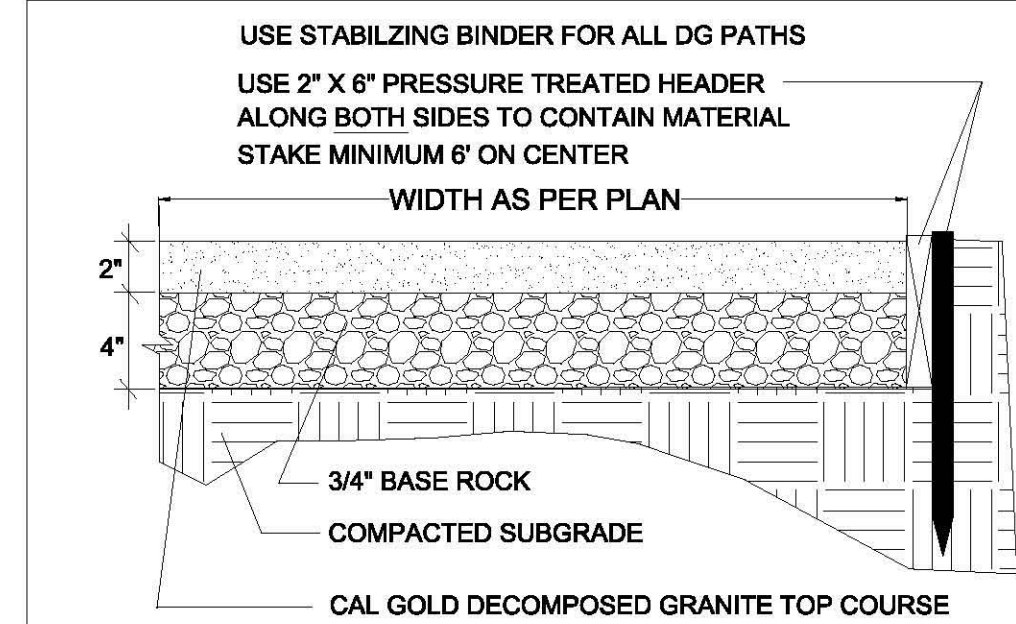
**SITE FURNISHING LEGEND\***

KEY	DESCRIPTION	MANUFACTURER	MODEL #	COLOR/FINISH/MOUNT	QUANTITY	CONTACT
⊖	BIKE RACK	DuMor	81-10	BLACK BOLT TO CONCRETE FOOTING	3	dumor.com
⊖	SINGLE SIDE ENTRY, 9 OPENINGS	DuMor	11RE-00056	GRAY RECEPTACLE & LID	3	perfpool.com
⊖	TRASH RECEPTACLE 32 GALLON w/ LINER & DOME LID	DuMor	11RE-00056	GRAY RECEPTACLE & LID	3	perfpool.com
⊖	RECYCLING RECEPTACLE 32 GALLON w/ LINER & DOME LID	DuMor	11RE-00056	MYSTIC BLUE RECEPTACLE & LID	3	perfpool.com
⊖	BENCH RECYCLED PLASTIC w/ BACK	DuMor	BENCH 185	HUNTER GREEN AND REDWOOD ANCHOR TO CONCRETE FOOTING	8	dumor.com
⊖	GAME TABLE 2 SEAT RECYCLED PLASTIC	DuMor	TABLE 78 w/ 2 seats	HUNTER GREEN AND REDWOOD ANCHOR TO CONCRETE FOOTING	1	dumor.com
⊖	DRINKING FOUNTAIN ADA COMPLIANT w/ DOG BASIN	HAWS	3500 D	CUSTOM BLUE BOLT TO CONCRETE FOOTING	2	hawes.com
⊖	DOG STATION	DOOGY CALLS DIRECT	THE GLADIATOR	BLACK ANCHOR TO CONCRETE FOOTING	2	doogydirect.com
⊖	SOLAR LED LIGHT FIXTURE ON 10 FOOT POLE	FIRST LIGHT TECHNOLOGIES	FLS SERIES TYPE 5 5MS	BLACK SEE MANUFACTURERS DETAIL	3	firstlighttechnologies.com
⊖	SOLAR LED LIGHT FIXTURE ON 10 FOOT POLE	FIRST LIGHT TECHNOLOGIES	FLS SERIES TYPE 5 5MS	BLACK SEE MANUFACTURERS DETAIL	2	firstlighttechnologies.com

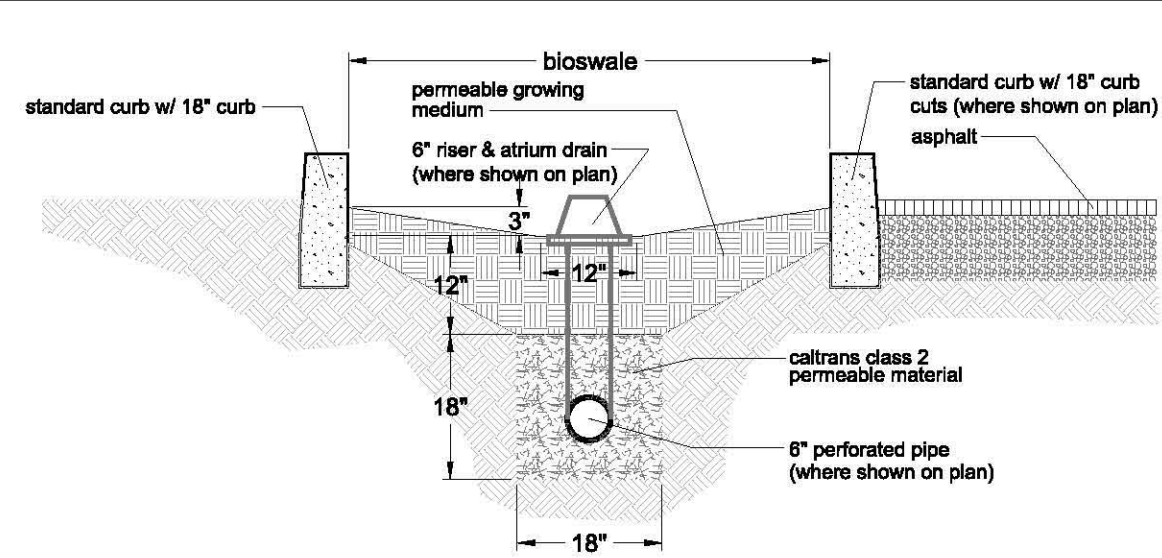
\* SEE PRODUCT CUT SHEETS ON L-2.1

**PAVING LEGEND**

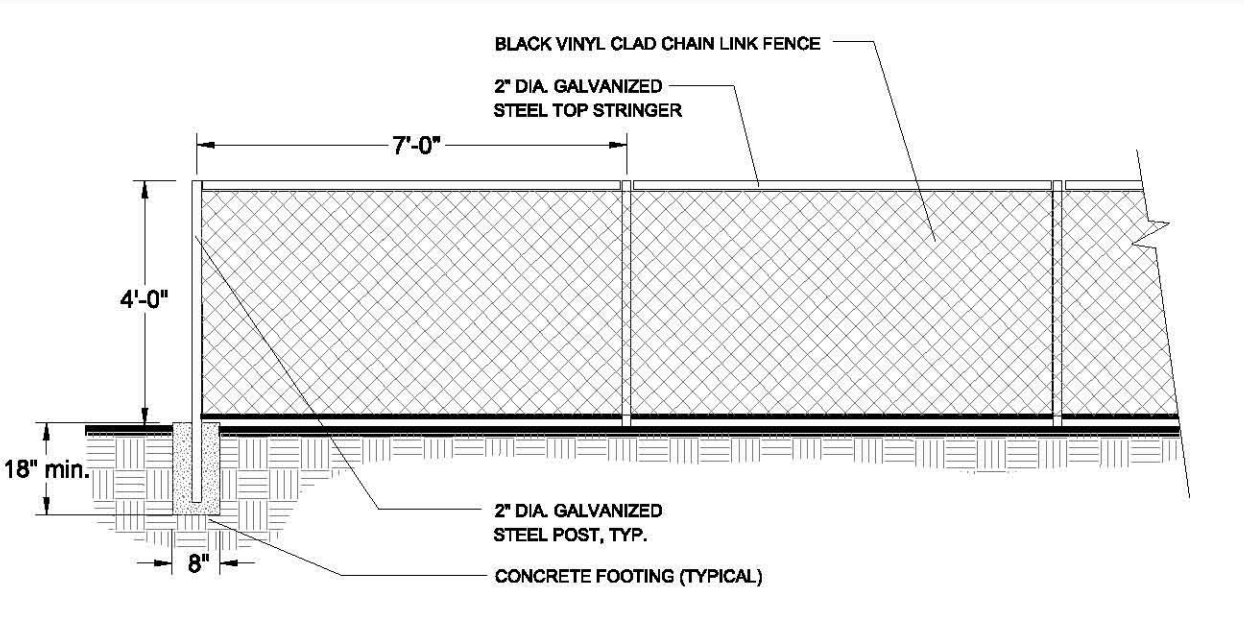
KEY	DESCRIPTION	LOCATION	COLOR/FINISH/METHOD	SQUARE FOOTAGE (APPROXIMATE)
ASPHALT	SKATE PARK	2" THICK ASPHALTIC CONCRETE OVER 4" COMPACTED BASEROCK SUB BASE SLOPE TO BIOSWALE	4,400 SQ FT	
CONCRETE	ADA PARKING	6" THICK NATURAL COLOR CONCRETE OVER 6" COMPACTED BASEROCK SUB BASE WITH #4 STEEL REBAR GRID 24" ON CENTER	468 SQ FT	
DECOMPOSED GRANITE w/ STABILIZER	PATHWAYS AND SEATING AREA	2" THICK CAL GOLD COLOR DECOMPOSED GRANITE OVER 4" COMPACTED DRAIN ROCK SEE DETAIL AL-1.0	2,394 SQ FT	
COBBLE	TOP OF BIOSWALE	2" THICK BED OF SMALL WATER WASHED COBBLE OVER TOP OF BIOSWALE - SEE DETAIL BL-1.0	512 SQ FT	
BARK MULCH	KIDS PLAY AREA	6" THICK BED OF ENGINEERED FIBAR (OR EQUAL)	1,021 SQ FT	
BARE SOIL	DOG PARK PUMP TRACK PHASE I SKATE PARK	CLEAR OF ROOTS AND LARGE ROCKS ROUGH GRADE TO DRAIN TOWARD SOUTH SLOPE ROUGH GRADE TO DRAIN TOWARD BIOSWALE	27,088 SQ FT	
GRAVEL	MAIN PARKING LOT	6" COMPACTED BASEROCK OVER COMPACTED BASE	9,157 SQ FT	



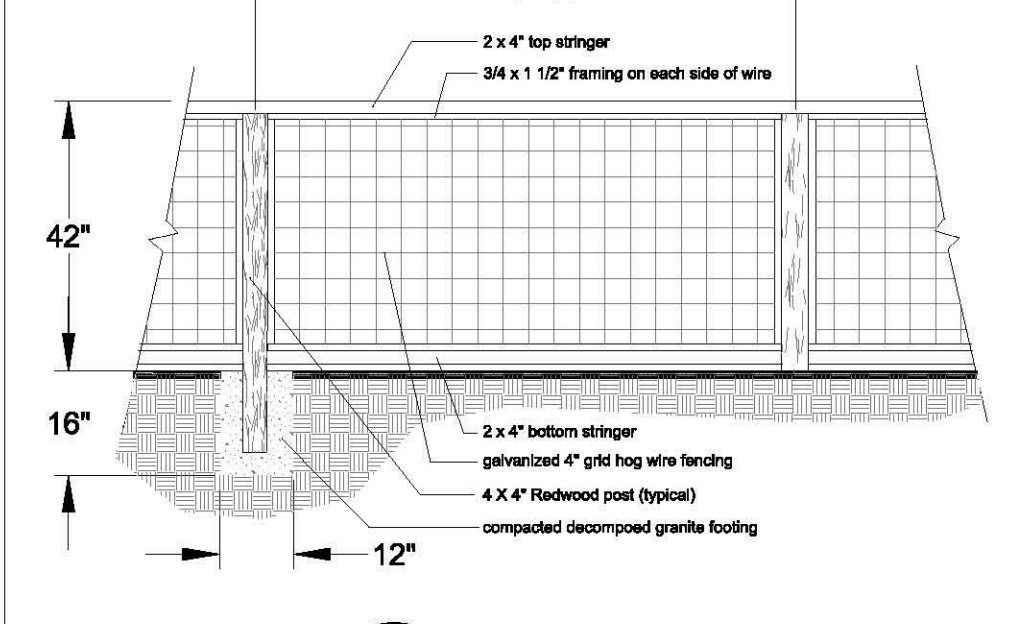
**A** DECOMPOSED GRANITE PATH SECTION  
L-2.0 SCALE: NOT TO SCALE



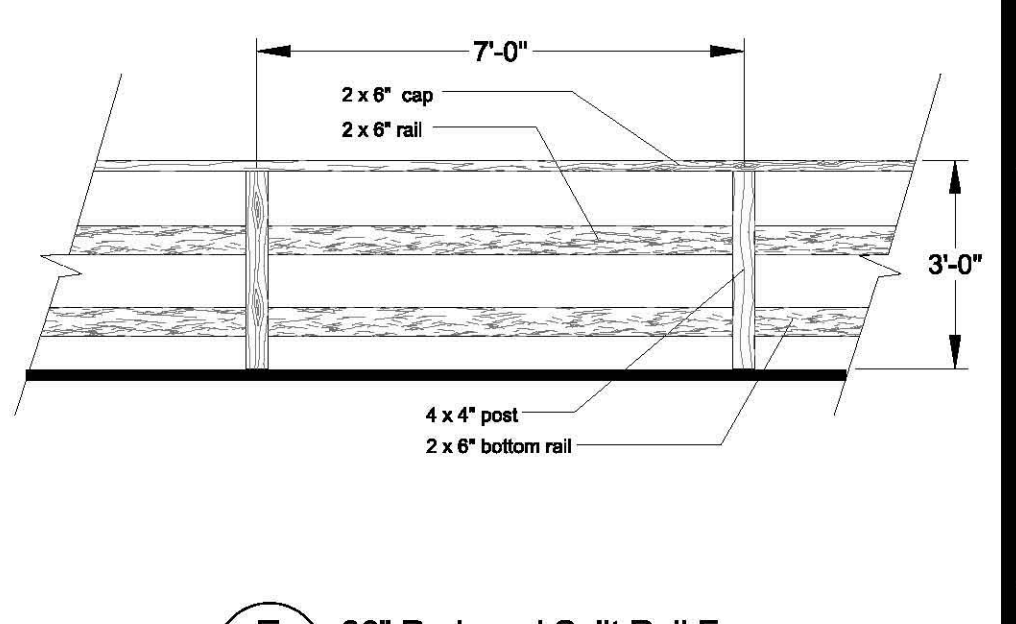
**B** bioswale detail  
L-2.0 not to scale



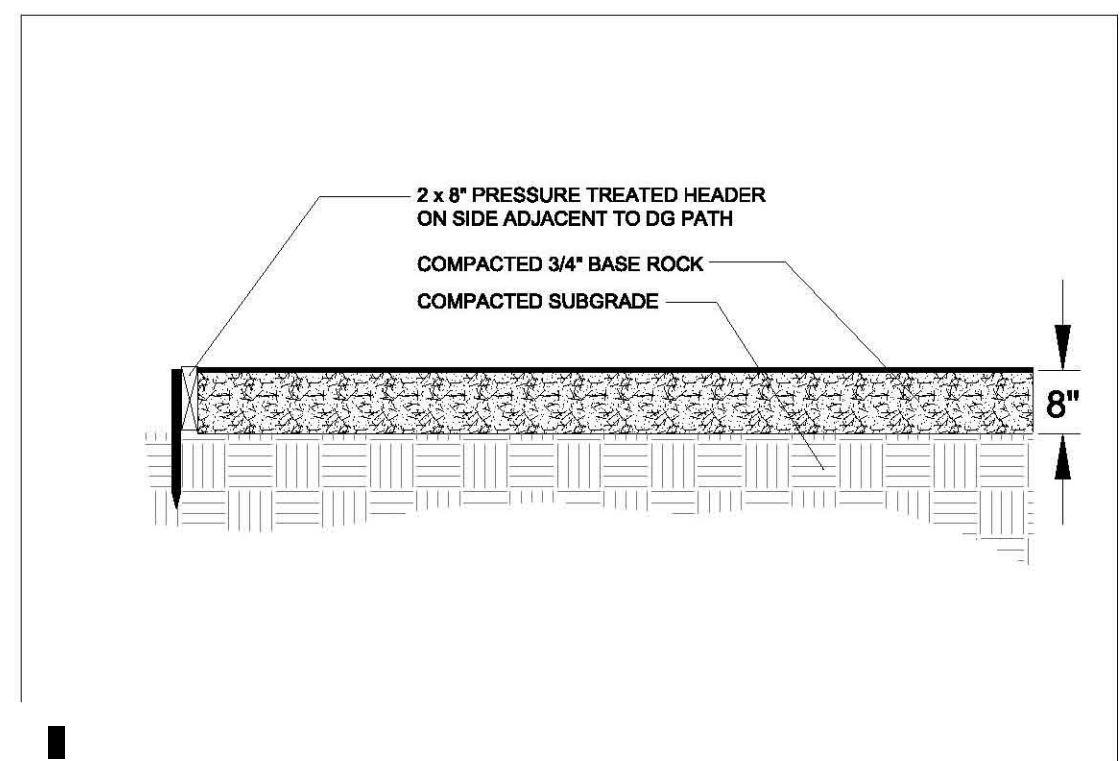
**C** 4' Chain Link Fence Elevation  
L-2.0 not to scale



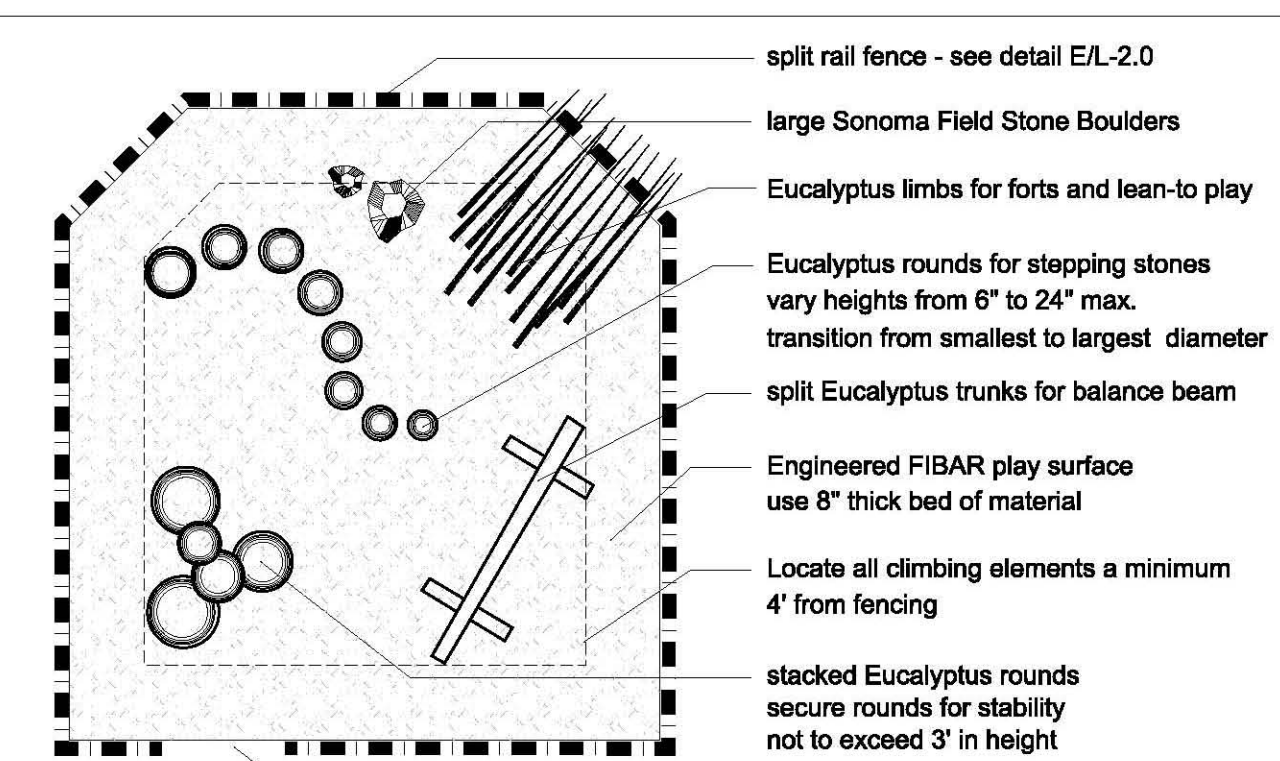
**D** 42" Wire Fence  
L-2.0 not to scale



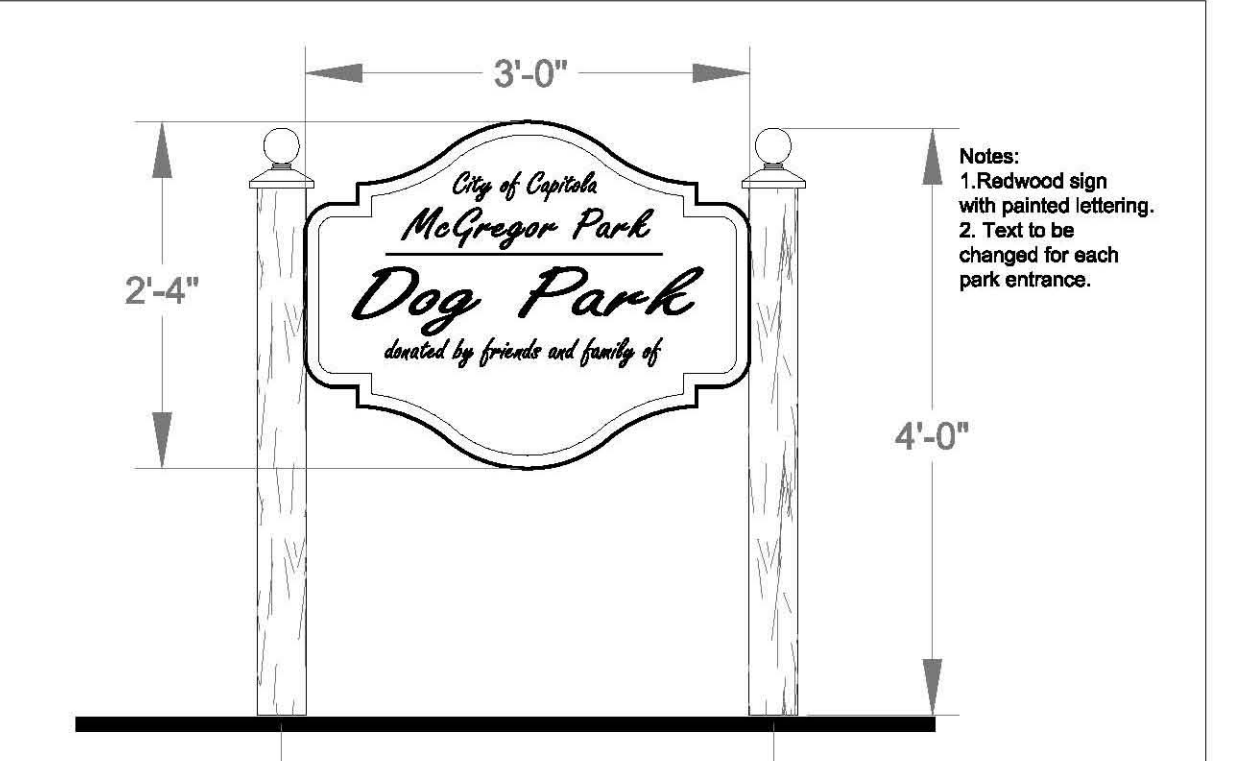
**E** 36" Redwood Split Rail Fence  
L-2.0 not to scale



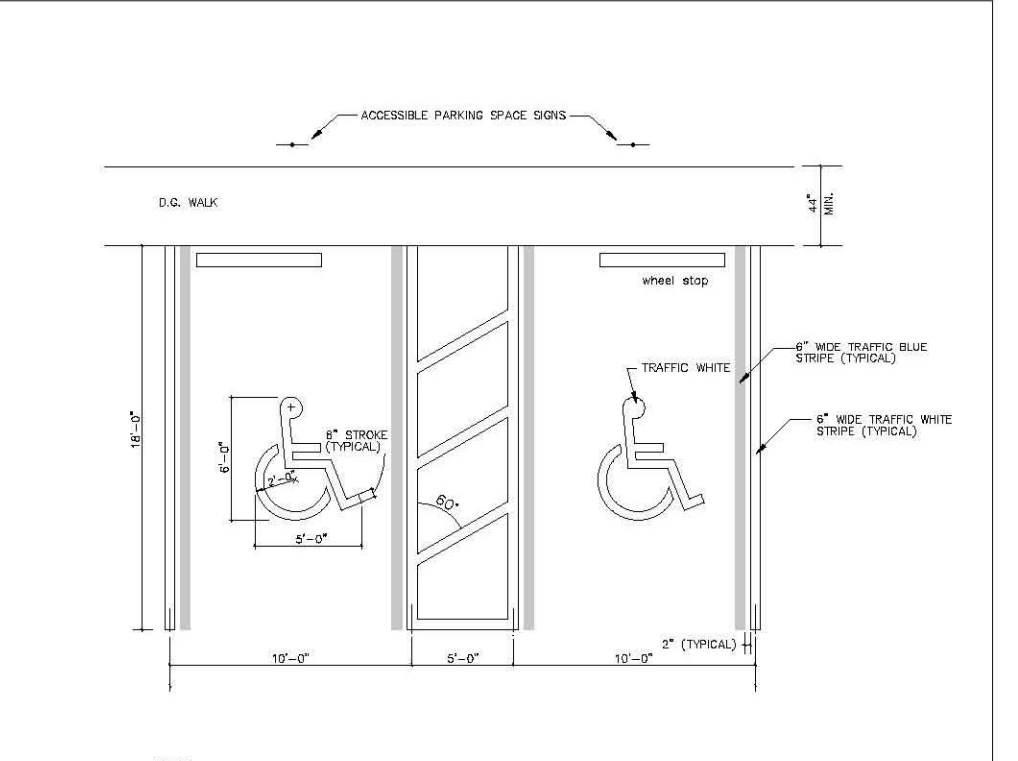
**F** Gravel Parking Section  
L-2.0 not to scale



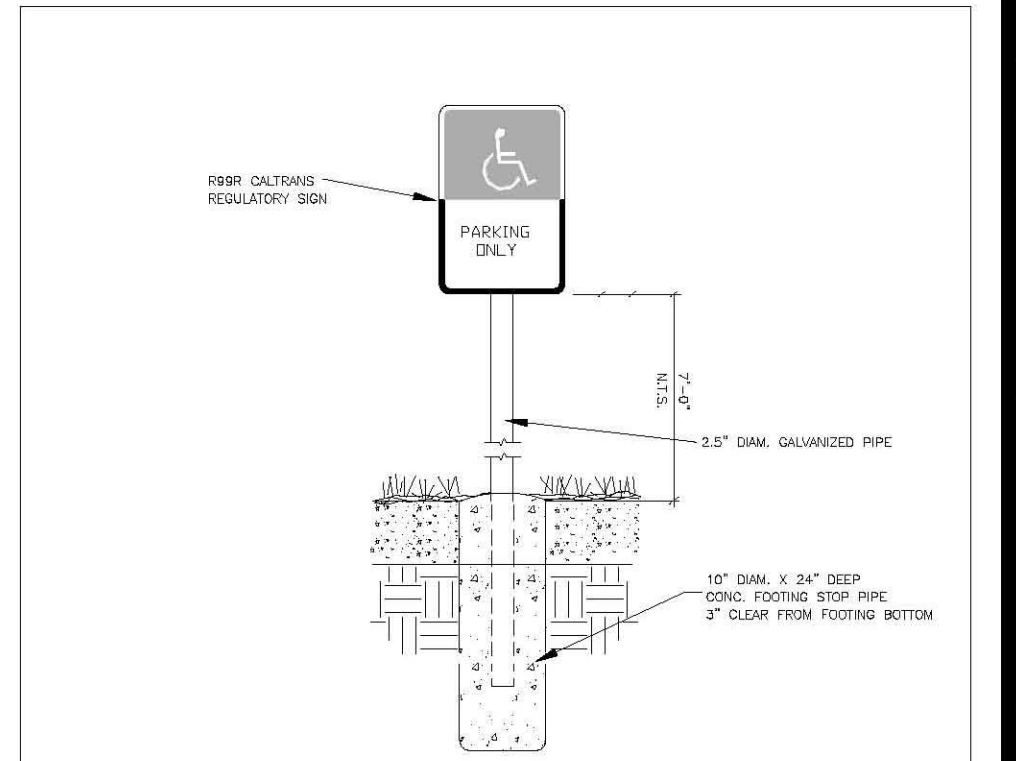
**G** Kids play area plan view  
L-2.0 not to scale



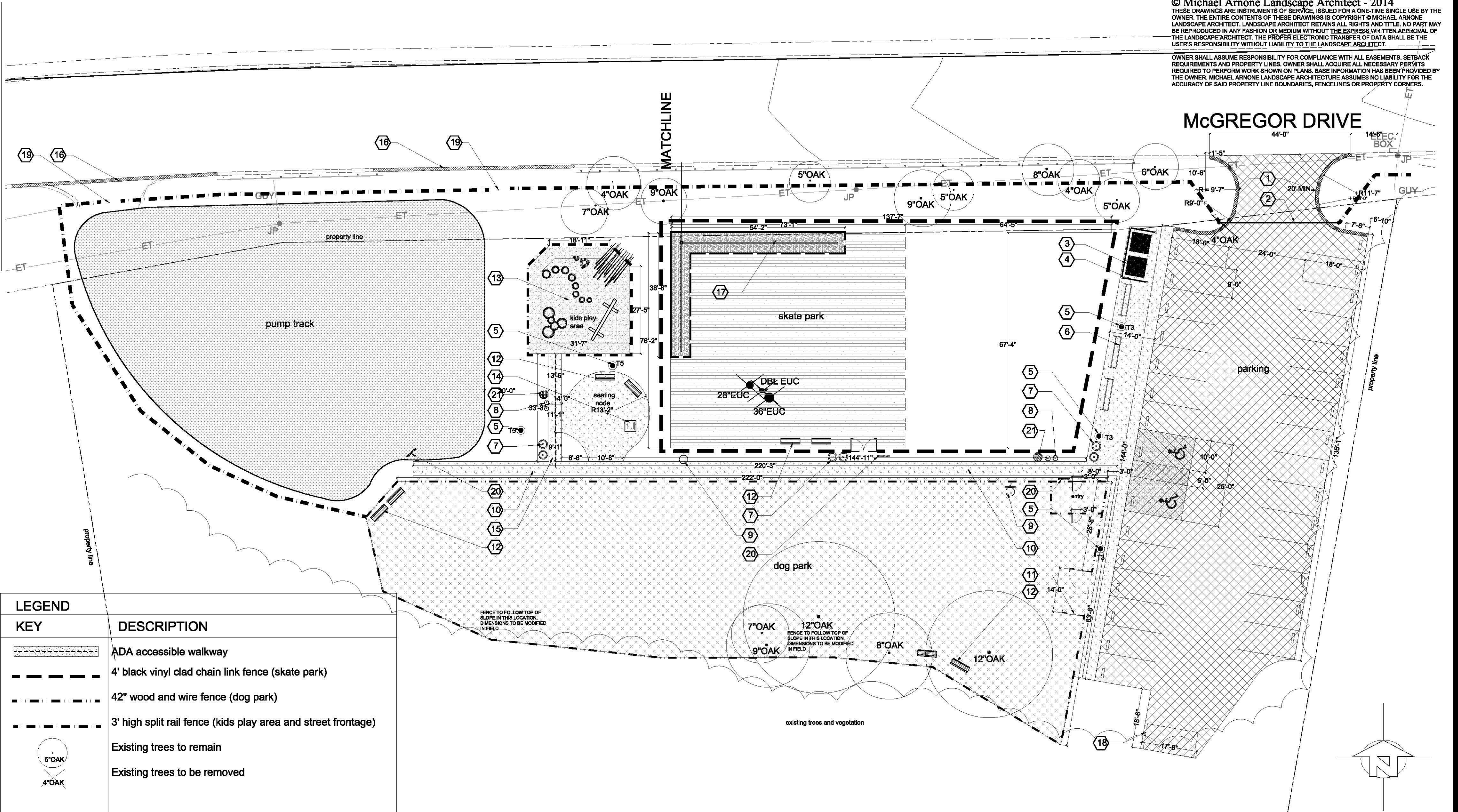
**H** Donor Sign  
L-2.0 not to scale



**I** Accessible stall  
L-2.0 not to scale



**J** Accessible Parking Signage  
L-2.0 not to scale



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**Michael Arnone + Associates**  
LANDSCAPE ARCHITECTURE  
3370 Samuel Place Santa Cruz, CA 95062  
831.462.8888 mika@arnonelandscape.com www.arnonelandscape.com

**MCGREGOR PARK**  
CITY OF CAPITOLA  
MCGREGOR DRIVE, CAPITOLA

LICENSED LANDSCAPE ARCHITECT  
MICHAEL A. ARNONE  
No. 3347  
(Exp. 7/31/14)  
STATE OF CALIFORNIA

DATE	PURPOSE	BY
1.6.14	planning commission submittal	MA/
2.25.14	pod placement	MA/
3.31.14	bid set	MA/

scale:  
1" = 20' - 0"

sheet title:  
Layout and Materials Plan

sheet number:  
L - 2.0  
of eleven

Item #: 10.A. Attach 1.pdf



Trash and recycling receptacle  
by Park n Pool  
gray color for trash/mystic blue color for recycling

**NOTES:**  
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.  
2.) 1/2" X 3/4" EXPANSION ANCHOR BOLTS PROVIDED.

**SLAT OPTIONS:**  
 "CEDAR" RECYCLED PLASTIC  
 "GREY" RECYCLED PLASTIC  
 "REDWOOD" RECYCLED PLASTIC  
 "WALNUT" RECYCLED PLASTIC  
 OTHER

**LENGTH OPTIONS:**  
 6' BENCH  
 8' BENCH

**SCALE:** NONE  
**DATE DRAWN:** 3/29/14  
**DESIGNED BY:** J. J. JONES  
**DATE REV.:** 12/28/11  
**REV. BY:** RSH

**DuMor, inc.**  
P.O. Box 142 Milltown, PA 17059-0142

**BENCH**  
165 SERIES-PL  
SHEET 1 OF 2

**NOTES:**  
1.) ALL STL. MEMBERS GALVANIZED. WELDS COATED WITH ZINC-RICH FINISH.  
2.) 1/2" X 5 1/2" EXPANSION ANCHOR BOLTS PROVIDED.

**SLAT OPTIONS:**  
 "CEDAR" RECYCLED PLASTIC  
 "GREY" RECYCLED PLASTIC  
 "REDWOOD" RECYCLED PLASTIC  
 "WALNUT" RECYCLED PLASTIC  
 OTHER

**LENGTH OPTIONS:**  
 5' RACK  
 10' RACK

**SCALE:** NONE  
**DATE DRAWN:** 3/29/14  
**DESIGNED BY:** J. J. JONES  
**DATE REV.:** 11/26/10  
**REV. BY:** J. JONES

**DuMor, inc.**  
P.O. Box 142 Milltown, PA 17059-0142

**SINGLE-SIDE ENTRY BIKE RACK**  
81 SERIES  
SHEET 1 OF 2

**NOTES:**  
1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.  
2.) 1/2" X 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR OPTIONS 5-2 AND 5-4.  
\* UPCHARGE APPLIES TO SUPPORT OPTION - CONSULT YOUR LOCAL REPRESENTATIVE.

**SLAT OPTIONS:**  
 "CEDAR" RECYCLED PLASTIC  
 "GREY" RECYCLED PLASTIC  
 "REDWOOD" RECYCLED PLASTIC  
 "WALNUT" RECYCLED PLASTIC  
 OTHER

**SCALE:** NONE  
**DATE DRAWN:** 3/29/14  
**DESIGNED BY:** J. J. JONES  
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**DuMor, inc.**  
P.O. Box 142 Milltown, PA 17059-0142

**GAME TABLE**  
7B-32PL  
SHEET 1 OF 2

**NOTES: (UNLESS OTHERWISE SPECIFIED)**  
1. PET FOUNTAIN IS STANDARD FOR MODEL 3500D ONLY. SEE SHEET 2 FOR INSTALLATION DETAILS.  
2. OPTIONAL SAND TRAP MODEL 665 W/ MOUNTING PLATE AND 1-1/2\"/>

**MODEL 3500 BHOWN (SEE SHEET 2 FOR MODEL 3000D)**

**Haws**  
1485 Maple Lane - Sparks, MD 21151 - (301) 773-3377 - www.hawsco.com

**Haws** model 3500D Pedestal-Mounted Drinking Fountain

**FEATURES & BENEFITS**  
**RUBBER HEAD** Polished chrome-plated brass bubble head features an integral basin tank for added strength, and is equipped with a shielded, anti-siphon valve that provides a steady sanitary source of water.  
**BARRIER-FREE** Barrier-free capabilities combined with its ease of use allows for a number of installation location possibilities.  
**DRAIN CLEAN-OUT** Top-down access to the drain allows the fountain to be cleaned without taking the unit apart, which is ideal for outdoor settings that are high in drain-clogging sediment like leaves, garbage, and other debris.  
**CONSTRUCTION** Superior strength and durability are achieved with the use of 1/2 gauge Type 304 Stainless Steel, along with integral 3/8\"/>

**SPECIFICATIONS**  
Model 3500D 74\"/>

**APPLICATIONS**  
Taking performance and protection to a whole new level is this superior-duty drinking fountain. The unique drinking fountain is the perfect addition to parks, rest areas, and recreational facilities where vandalism may be more prone to take place. By welding the bowls directly to the uprights, they become one with the unit, preventing removal. That, in addition to many other features for vandalism resistance, makes this fountain virtually indestructible. This series fountain may also be applicable in a wide assortment of other places, specifically dog parks due to the ground level animal accessibility.

**OPTIONS**  
□ Sand Trap: Model 661, sand trap for installing adjacent to pedestal drinking fountains to help prevent debris and contaminants from clogging waste line.  
□ Sand Trap: Model 663, in-pedestal sand trap for models 3500 and 3511.  
□ Mounting: Model MITG-3500 mounting plate gives in-ground support for the 3500 series pedestal fountains and includes the mounting hardware.  
□ Mounting: Model MITG-3501, galvanized steel anchors.

**SCALE:** NONE  
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**DuMor, inc.**  
P.O. Box 142 Milltown, PA 17059-0142

**Product Assembly Instructions** 1.800.DooDyCalls (366-3922) www.DooDyCalls.com

**Gladiator Pet Waste Station**

**Parts List**  
• Can (C)  
• Post (P)  
• Dispenser (D)  
• Can Bracket (C)  
• Sign/Sign Bracket (S)  
• Dispenser Keys (K)  
• 400 Free Bags  
• Hardware Pack

**Nuts & Bolts List**  
• 3\"/>

**The Gladiator Pet Waste Station Assembly Instructions**  
1. Always check for buried services (cables, water, gas, phone, cable) before digging.  
2. Dig a post hole 18\"/>

**SCALE:** NONE  
**DATE DRAWN:** 3/29/14  
**DESIGNED BY:** J. J. JONES  
**DATE REV.:** 11/26/10  
**REV. BY:** J. JONES

**DuMor, inc.**  
P.O. Box 142 Milltown, PA 17059-0142

**FIRSTLIGHT TECHNOLOGIES** Making Solar Lighting Simple™

**IPL Series Solar LED Integrated Pathway Light**

**Project:** \_\_\_\_\_ **Quantity:** \_\_\_\_\_

The IPL series is a fully-integrated solar LED pathway light that is an ideal choice for architectural, commercial, and recreational bikeway/pathway lighting applications. Visually appealing, robust construction, and unequalled performance - the IPL series is an excellent fit wherever high-quality lighting is required.

Utilizing solar power and LEDs, the IPL is fully self-contained and offers significant benefits over grid-based pathway lights including:  
• Low installed cost and minimal site impact with no trenching, cabling or wiring  
• Minimal ongoing costs with no electrical bills or bulbs to change  
• Not affected by power outages  
• Provide a visibly green statement without recurring carbon emissions

The performance of the IPL is maximized through the use of a proprietary Energy Management System (EMS) that enables the luminaire to function in harmony with its environment.  
So what does this mean? The EMS ensures that, regardless of low-solar weather patterns that can produce intermittently poor charging conditions, the IPL will continue to provide light levels that enhance the appeal and safety of the night time environment.

**TECHNICAL SPECIFICATIONS**

**Solar Module:**  
• High-efficiency mono-crystalline cells  
• Inexpensively mounted on top of luminaire  
• Used for daylight detection (no photocell required)

**Energy Management System (EMS):**  
• High-efficiency, temperature compensated Maximum Power Point Tracking (MPPT)  
• Micro-controller based technology  
• Includes high-efficiency LED driver  
• Integrated into luminaire housing  
• Designed to automatically manage lighting performance based on environmental conditions and lighting requirements  
• Patent Pending

**Battery:**  
• Sealed lead acid, absorbed glass mat (AGM)  
• Superior cyclic performance  
• High temperature tolerance  
• 10 year design life  
• Combined with luminaire housing  
• Designed for easy battery changes when required

**LEDs and Optics:**  
• 100,000 hour L70 lifetime  
• Warm (3000K) and neutral (4000K) color temperatures available  
• High efficiency Type 2, 3, and 5, full cut-off optics  
• Typical lumen output from 700 to 1200 lumens

**Mechanical Construction:**  
• Cast, low copper aluminum top, housing, and arms  
• Stainless fasteners with security fastener option  
• Architectural grade, super durable, TIG powder coat with Rivtec end-coat  
• Four standard colors with custom colors available

**Factory Set Lighting Profiles:**  
• On at dusk, off at dawn  
• On at dusk, off after 6 hours  
• On at dusk, dim to 30% after 6 hours off dawn  
• On at dusk, off after 5 hours, on 1 hour before dawn  
• On at dusk, dim to 30% after 5 hours, on 1 hour before dawn

**SCALE:** NONE  
**DATE DRAWN:** 3/29/14  
**DESIGNED BY:** J. J. JONES  
**DATE REV.:** 11/26/10  
**REV. BY:** J. JONES

**DuMor, inc.**  
P.O. Box 142 Milltown, PA 17059-0142

**Michael Arnone + Associates**  
LANDSCAPE ARCHITECTURE  
307N Glenwood Drive, Suite 100, PA 17059

**Item #: 10.A. Attach 1.pdf**

**McGREGOR PARK**  
CITY OF CAPITOLA  
McGREGOR DRIVE, C

**LICENSED LANDSCAPE ARCHITECT**  
MICHAEL A. ARNONE  
No. 3347  
(Exp 7/8/14)  
STATE OF CALIFORNIA

DATE	PURPOSE	BY
1.6.14	working on bid set	MAA
3.31.14	bid set	MAA

scale:  
**not to scale**

sheet title:  
**Site Furnishings and Lighting Cut Sheets**

sheet number:  
**L - 2.1 of eleven**

FirstLight Technologies Ltd. | www.firstlighttechnologies.com | info@firstlighttechnologies.com | 252.590.5274

**Planting Notes**

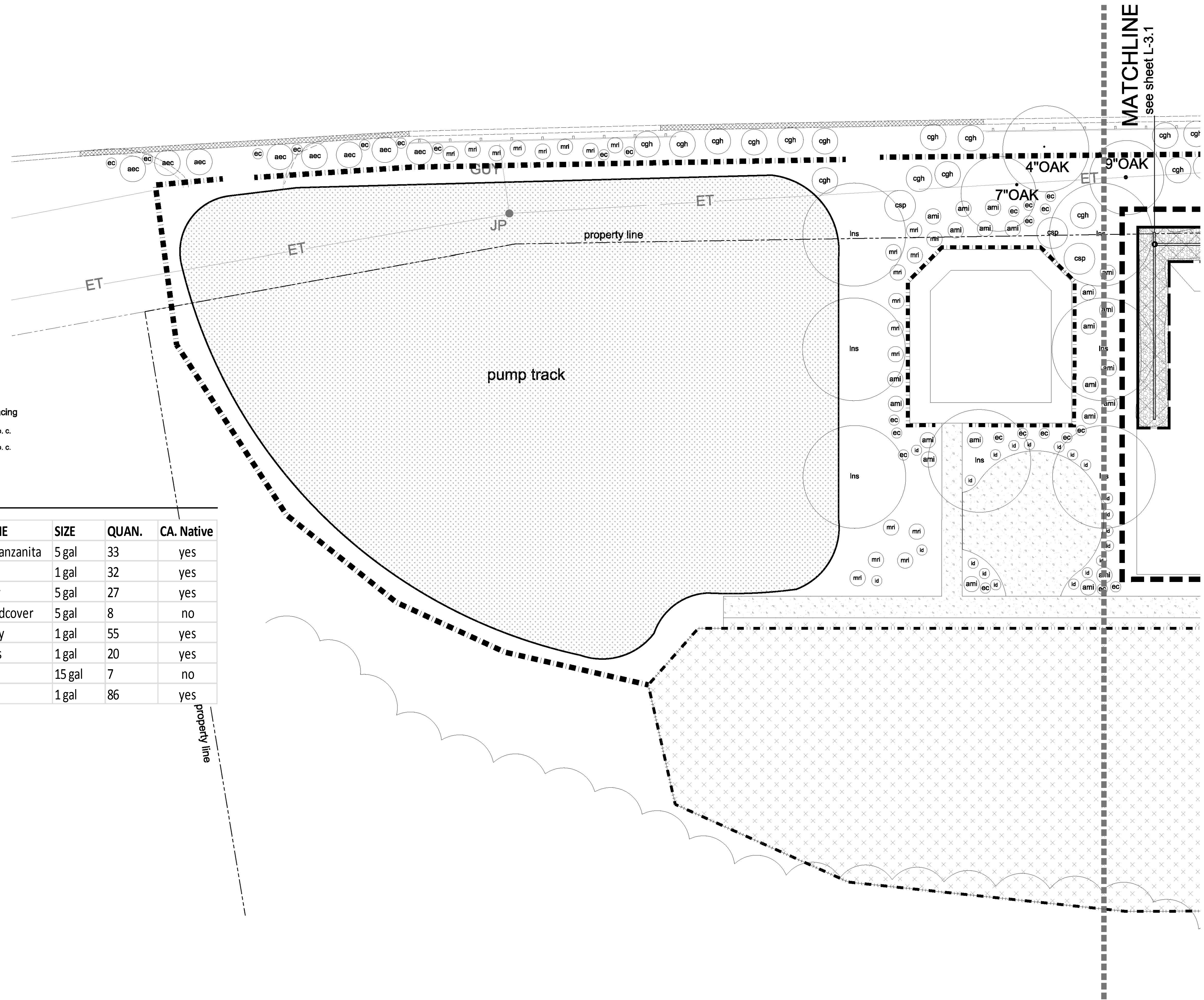
1. All existing trees, shrubs and ground covers to remain shall be protected. Any damage caused by Contractor's work shall be repaired or replaced at the Contractor's expense and be approved by the Landscape Architect.
2. All planting areas shall receive 50 lbs "Sustane 5-2-4 + Fe" (or equal organic slow release fertilizer) soil fertilizer per 2500 square feet to be thoroughly incorporated into the top 6 inches of soil.  
Call Sustane - Natural Fertilizer of America, Inc. 1-800-325-9245 for Distribution/Product Information. Or visit www.sustane.com
3. After amending soil, grade all areas smooth with no localized depressions exceeding .5 inch. All areas shall surface drain with 1.5 percent minimum slope away from all buildings, paving or other structures.
4. Quantities are for aiding in bidding only. Contractor shall verify all quantities.
5. Contractor shall lay out plant material as per plan and receive approval from Landscape Architect prior to installation.
6. No plants shall be planted with root balls or new pits in a dry condition.
7. Plant all plants as per planting details in square pits with sides and bottoms thoroughly scarified. Do not amend backfill mix beyond initial topsoil amending unless noted.
8. All newly planted material shall be watered by deep soaking within 3 hours of planting.
9. All planting areas shall receive 3 inches of mini- bark top dressing (mulch).
10. Contractor shall be responsible for irrigating all new plant material until the entire project as been approved and accepted by Owner.
11. Thirty days after planting Contractor shall restake and straighten all trees as necessary to be approved by Landscape Architect.

**BIOSWALE PLANT LEGEND**

Symbol	Scientific Name	Common Name	Size	Spacing
	Carex barberae	Santa Barbara Sedge	plugs	30" o. c.
	Juncus patens	California Gray Rush	plugs	30" o. c.

**PLANT LIST**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUAN.	CA. Native
aec	Arctostaphylos 'Emerald Carpet'	Groundcover Manzanita	5 gal	33	yes
ami	Achillea millefolium	Yarrow	1 gal	32	yes
cgh	Ceanothus griseus horizontalis 'Yankee Point'	Carmel Creeper	5 gal	27	yes
csp	Cistus salviifolius 'Prostratus'	Rockrose groundcover	5 gal	8	no
ec	Eschscholzia californica	California Poppy	1 gal	55	yes
id	Iris douglasiana	Pacific Coast Iris	1 gal	20	yes
Ins	Laurus nobilis 'Saratoga'	Bay Laurel	15 gal	7	no
mri	Muhlenbergia rigens	Deer Grass	1 gal	86	yes



**Michael Arnone + Associates**  
LANDSCAPE ARCHITECTURE  
3370 Samuel Place Santa Cruz, CA 95062  
831.462.4888 mite@arnonelandscapes.com www.arnonelandscapes.com

**McGREGOR PARK**  
CITY OF CAPITOLA  
McGREGOR DRIVE, CAPITOLA



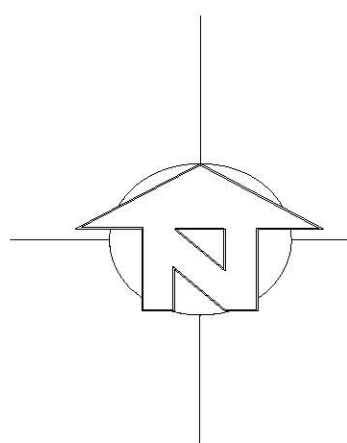
DATE	PURPOSE	B
1.6.14	planting commission technical	M
3.31.14	bid set	M

scale:  
1" = 10' - 0"

sheet title:  
West  
Planting  
Plan

sheet number:  
L - 3.0  
of elevat.

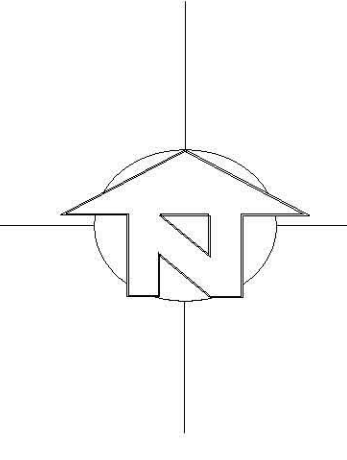
SEE PLANTING DETAILS SHEET L- 5.0



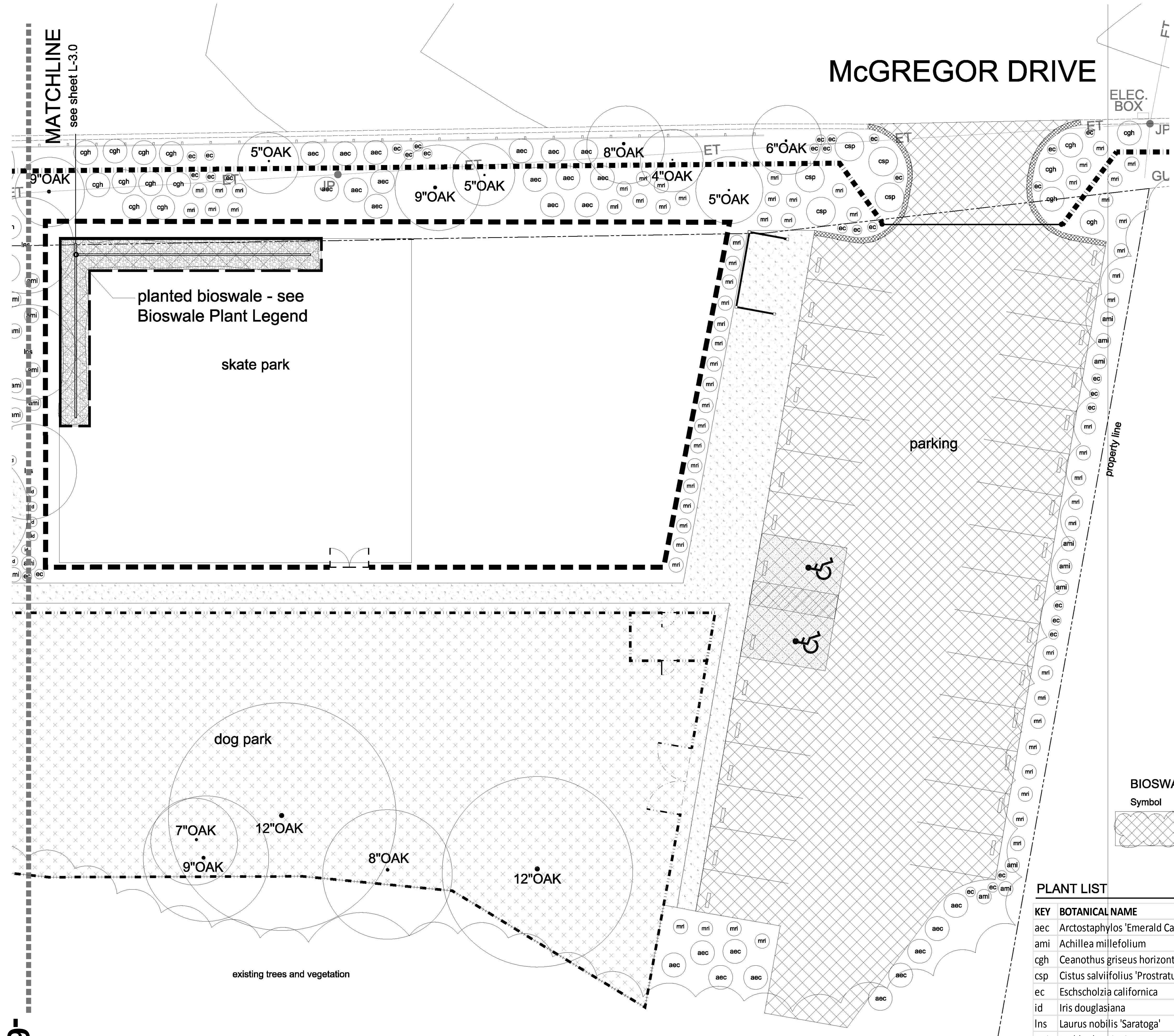
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McGREGOR DRIVE



Planting Notes

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mri	Muhlenbergia rigens	Deer Grass	1 gal	86	yes

SEE PLANTING DETAILS SHEET L-5.0

DATE	PURPOSE	BY
1.6.14	planning commission submital	MAA
2.25.14	pod placement	MAA
3.31.14	bid set	MAA

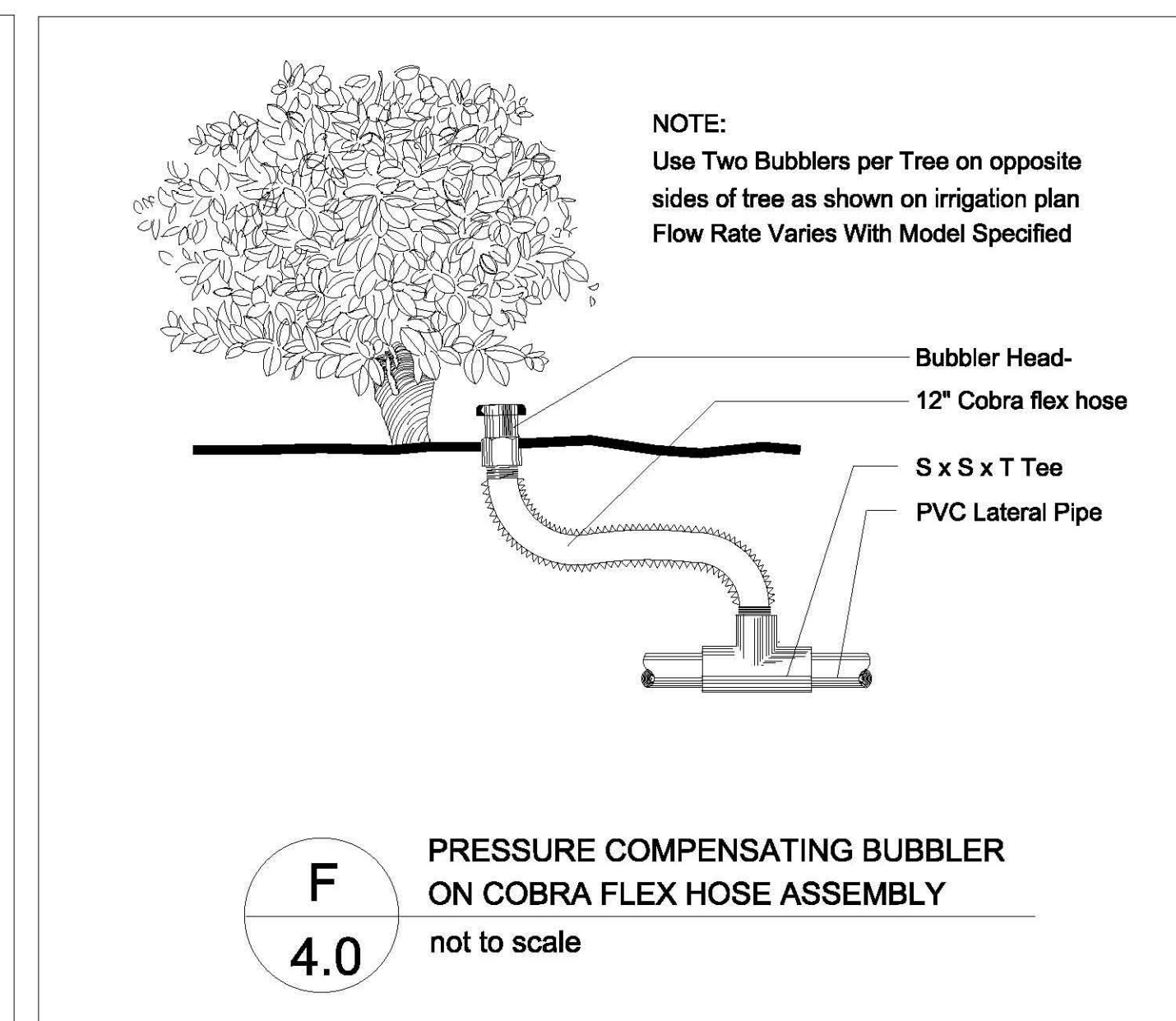
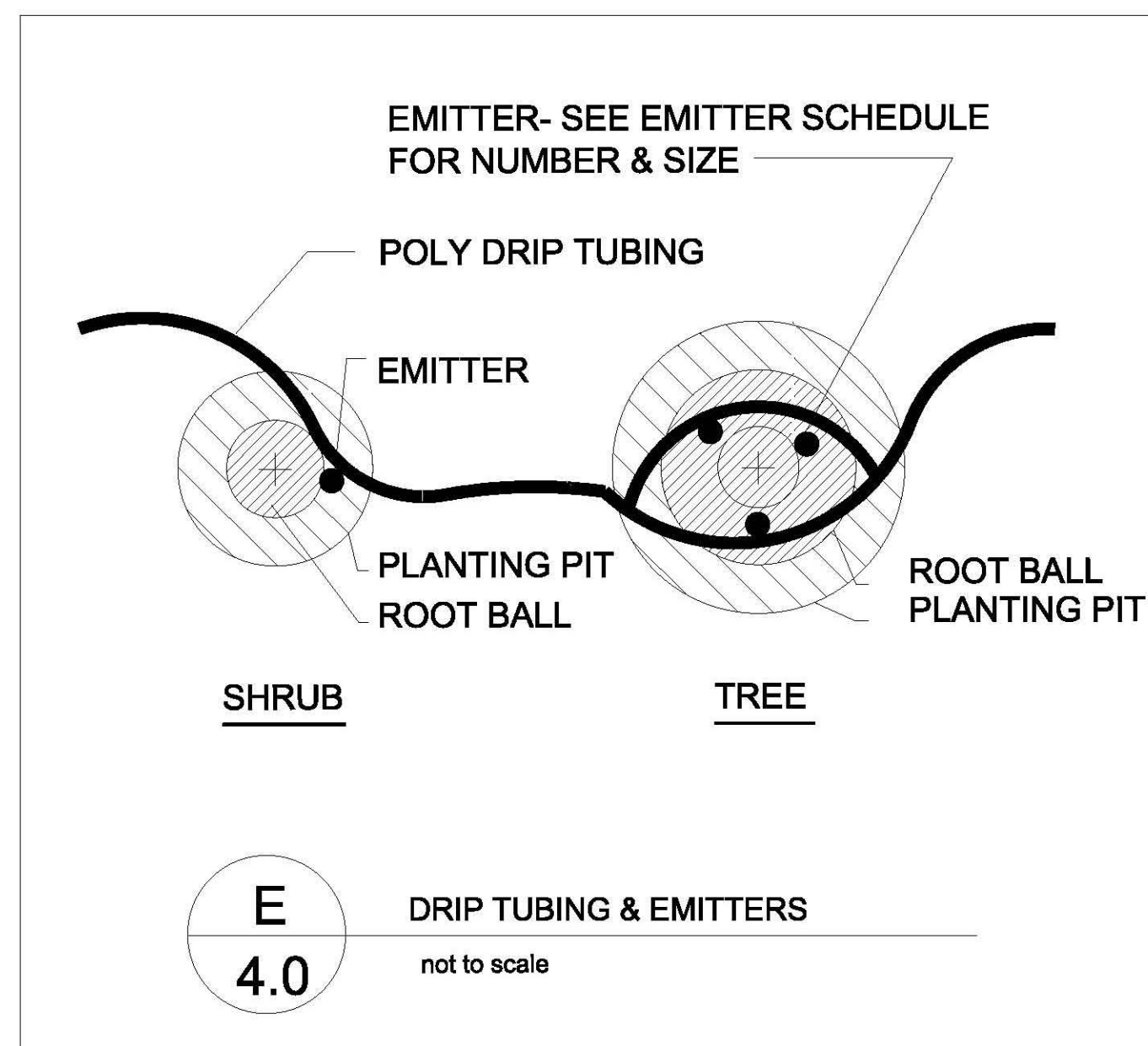
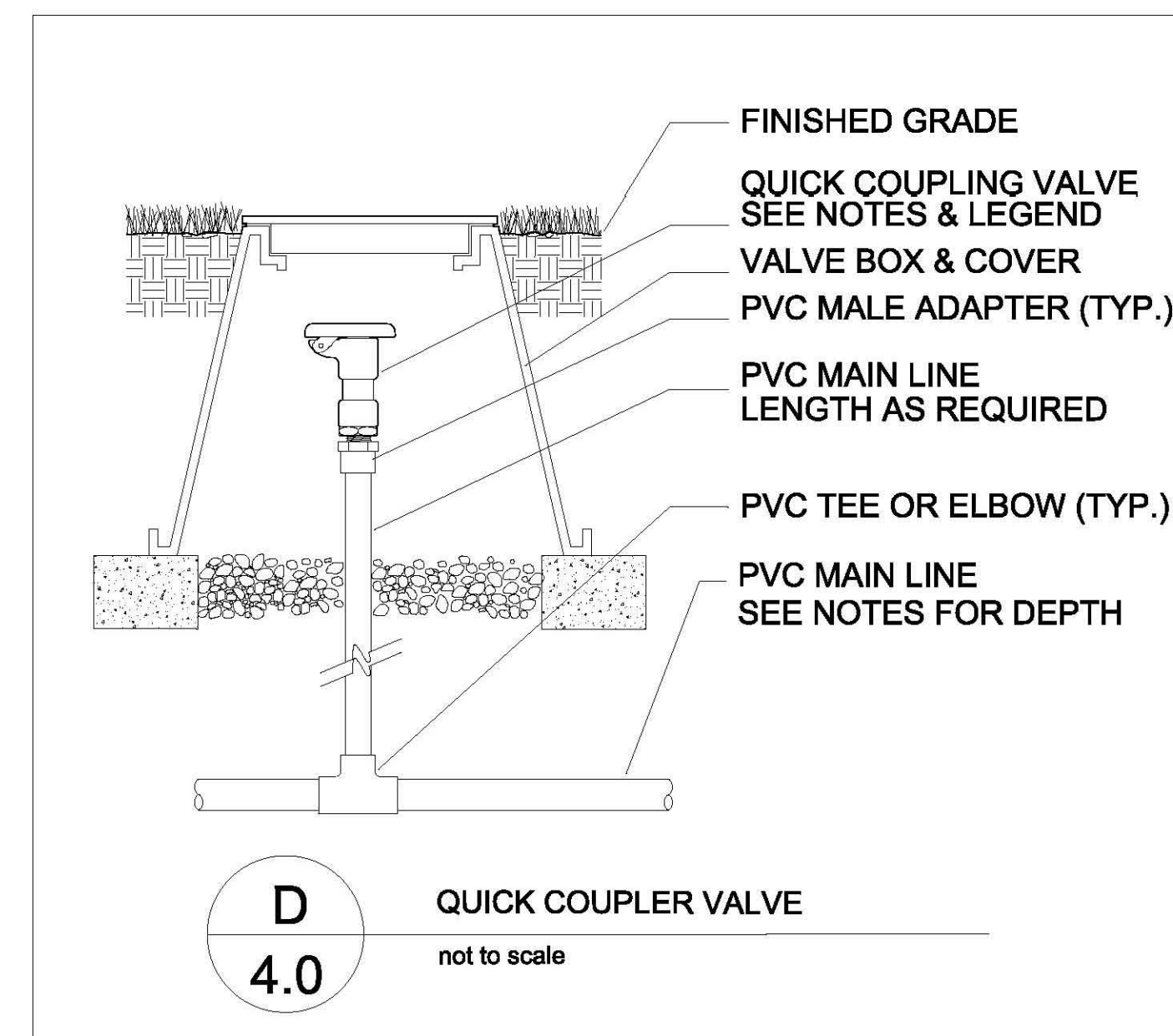
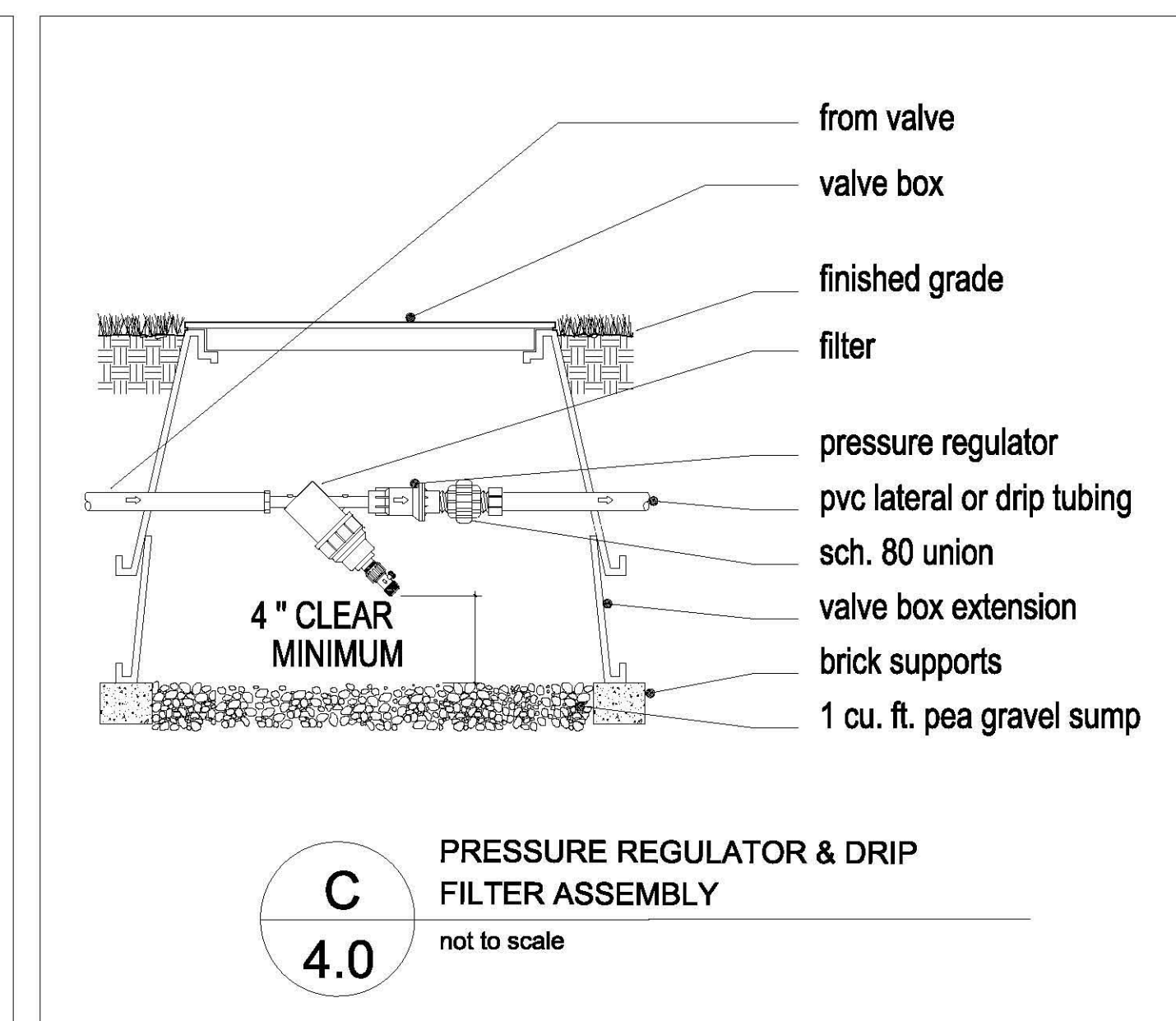
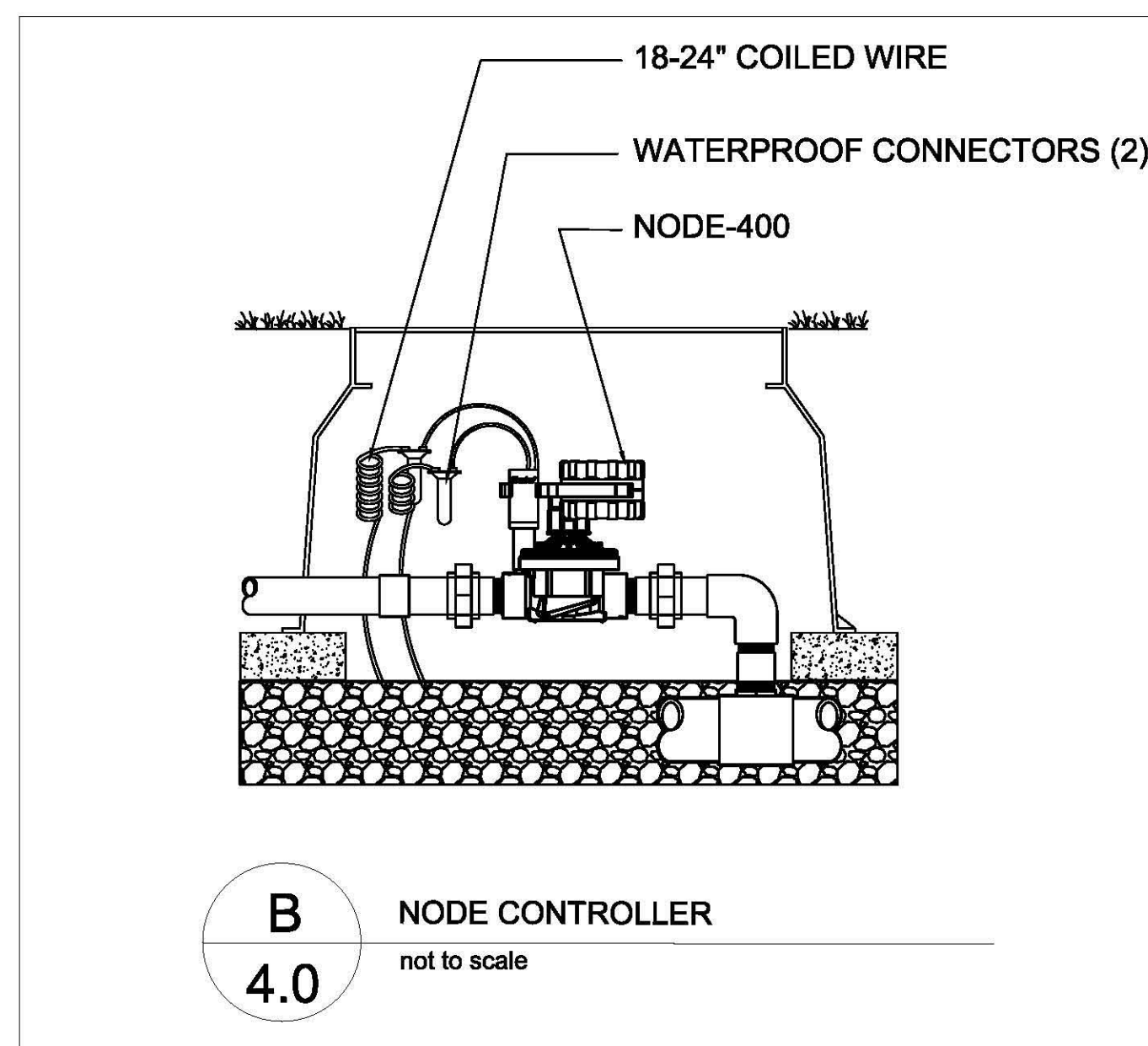
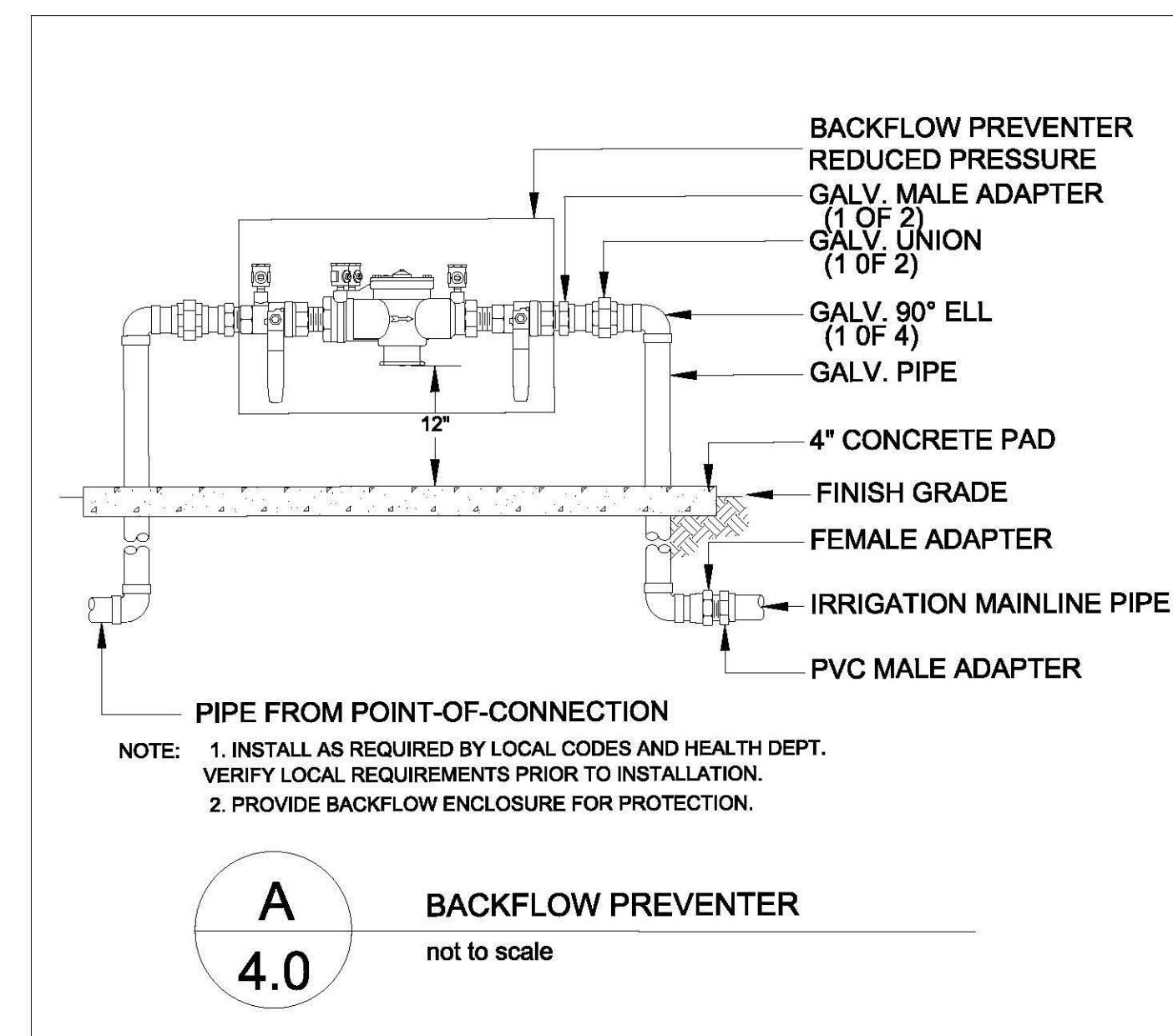
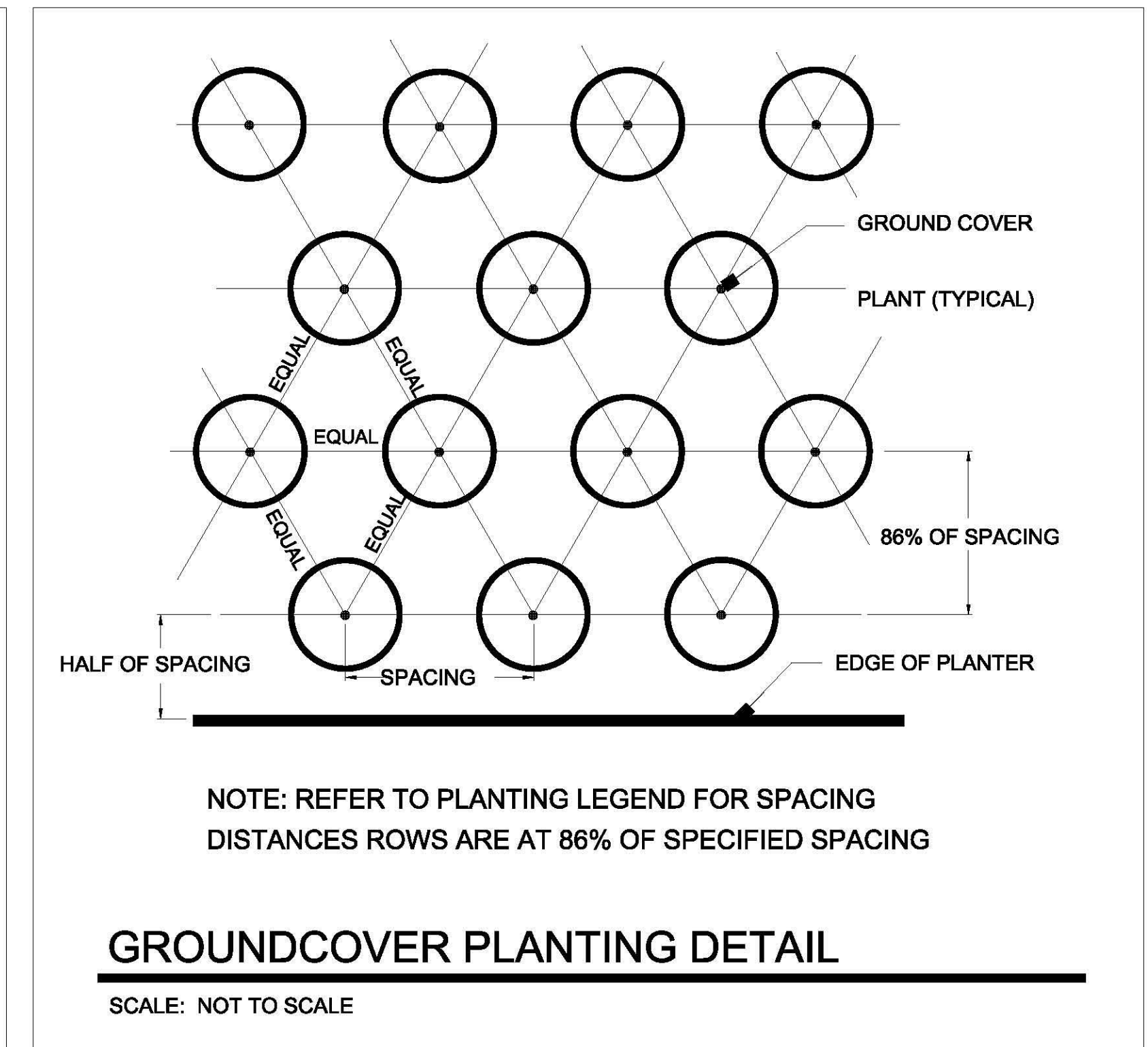
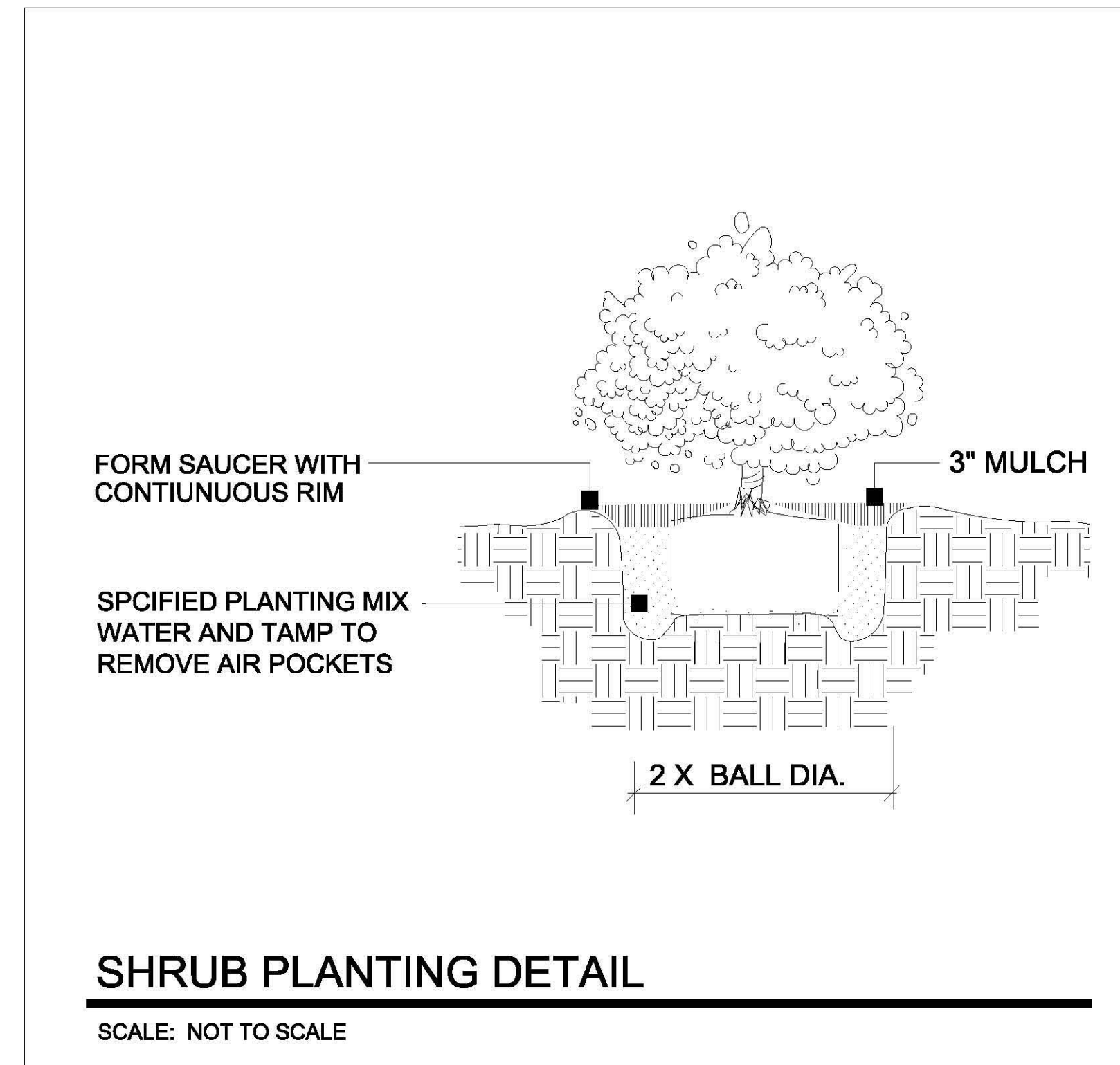
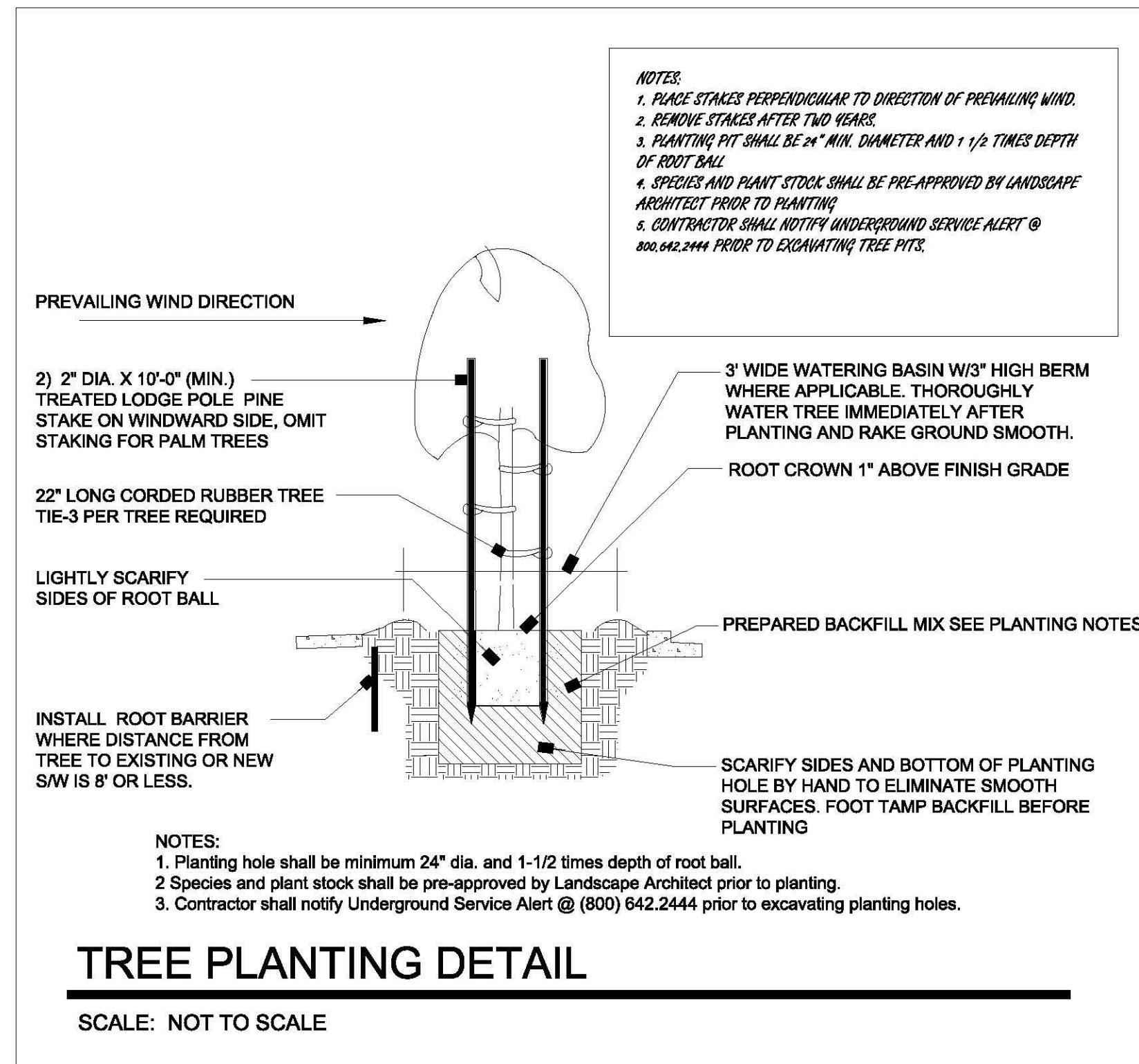
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sheet title:  
East  
Planting  
Plan

sheet number:  
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of eleven



© Michael Arnone Landscape Architect - 2014  
 THESE DRAWINGS ARE INSTRUMENTS OF SERVICE, ISSUED FOR A ONE-TIME SINGLE USE BY THE OWNER. THE ENTIRE CONTENTS OF THESE DRAWINGS IS COPYRIGHT © MICHAEL ARNONE LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT RETAINS ALL RIGHTS AND TITLE. NO PART MAY BE REPRODUCED IN ANY FASHION OR MEDIUM WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE LANDSCAPE ARCHITECT.  
 OWNER SHALL ASSUME RESPONSIBILITY FOR COMPLIANCE WITH ALL EASEMENTS, SETBACK REQUIREMENTS AND PROPERTY LINES. OWNER SHALL ACQUIRE ALL NECESSARY PERMITS REQUIRED TO PERFORM WORK SHOWN ON PLANS. BASE INFORMATION HAS BEEN PROVIDED BY THE OWNER. MICHAEL ARNONE LANDSCAPE ARCHITECTURE ASSUMES NO LIABILITY FOR THE ACCURACY OF SAID PROPERTY LINE BOUNDARIES, FENCE LINES OR PROPERTY CORNERS.



**Michael Arnone + Associates**  
 LANDSCAPE ARCHITECTURE  
 3370 Samuel Place Santa Cruz, CA 95062  
 831-482-4988 mha@arnonelandscapes.com www.arnonelandscapes.com

**McGREGOR PARK**  
**CITY OF CAPITOLA**  
**McGREGOR DRIVE, CAPITOLA**

LICENSED LANDSCAPE ARCHITECT  
 MICHAEL A. ARNONE  
 No. 3347  
 (Exp 7/31/14)  
 STATE OF CALIFORNIA

DATE	PURPOSE
1.6.14	planting commission submitted
3.31.14	bid set

scale:  
**as note**

sheet title:  
**Planting + Irrigation Details**

sheet number:  
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**Item #: 10.A. Attach 1.pdf**

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City of Capitola Budget Adjustment Form



Date 4/2/2014

Requesting Department Public Works

Administrative Council

Item # 10.A  
 Council Date 4/10/14  
 Council Approval \_\_\_\_\_

Revenues		
Account #	Account Description	Increase/Decrease
Total		-

Expenditures		
Account #	Account Description	Increase/Decrease
1200-00-00-000-4390.400 CS0018	Assign 2013-14 CIP Budget of \$130,000 "undetermined park" to Project CS0018-McGregor Park.	\$ 130,000
1200-00-00-4390.400	Undetermined Park Budget	\$ (130,000)
Total		\$ -

Net Impact	\$ -
------------	------

Purpose:

Allocate \$130,000 "undetermined park" funding from 2013-14 Budget to Project CS0018-McGregor Park.

Department Head Approval *[Signature]*

Finance Department Approval *[Signature]*

City Manager Approval \_\_\_\_\_

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# CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: CONSIDER THE LOWER PACIFIC COVE PARKING LOT OPERATING GUIDELINES AND THE RENAMING OF THE PACIFIC COVE PARKING LOTS

## RECOMMENDED ACTION:

1. Approve operating guidelines for the Lower Pacific Cove Parking Lot for the remainder of 2014, with a scheduled review in January 2015; and
2. Approve a name change for both the Upper and Lower Pacific Cove Parking Lots to "Beach and Village Parking 1 & 2," as recommended by the Traffic and Parking Commission.

**BACKGROUND:** On March 28, 2013, the City Council approved the project scope, construction plans, and financing for the Lower Pacific Cove Parking Lot Project. With the project nearing completion, Council Member Norton has requested the City consider developing operating guidelines for the parking lot.

Also, at the January 18, 2014, Traffic and Parking Commission meeting, the Commission unanimously recommended renaming both the Pacific Cove Parking Lots to "Beach and Village Parking Lots 1 & 2," with the upper lot being Lot 1 and the lower lot being Lot 2. This recommendation was based on the need to better identify the parking lot with its intended purpose of providing parking for beach and village visitors.

**DISCUSSION:** As part of the Lower Pacific Cove project development process a project description was developed and approved. This description is included as Attachment 2. Also, along these lines, on January 14, 2014, the City Council approved an Ordinance amendment to facilitate charging for parking in the new lot at the same rate that is charged in the upper parking lot. Staff has prepared a set of operating guidelines for the lower lot based on the regulations currently used for the upper lot which are included as Attachment 1. Staff recommends utilizing these regulations for the lower lot for the remainder of 2014, so that the staff can monitor the usage patterns and impacts of this lot on parking in the Village, traffic congestion, parking revenue, and safety. Staff will return in January 2015, with a review and recommendations, if any, for changes to these regulations.

The idea of changing the name of the Pacific Cove Parking Lots was raised by Commissioners of the Traffic and Parking Commission when the project was first approved by the City Council. The Commission's recommendation of "Beach and Village Parking Lots 1 & 2" was selected to clearly identify the parking lots for visitors. Further it was the recommendation of the Commission to add the 1 & 2 designation to the names, so that it would be possible to issue permits for one lot or the other. For example, a pilot project is being tried this summer where Junior Guard parents are being issued weekday permits for the lower lot (Beach and Village Parking Lot 2) to encourage them to not park in the Village or on Depot Hill. Staff concurs with the recommendations of the Traffic and Parking Commission.

**FISCAL IMPACT:** None

## ATTACHMENTS:

1. Draft Regulations & Guidelines
2. Approved Project Description

**Report Prepared By:** Steven Jesberg  
Public Works Director

**Reviewed and Forwarded  
By City Manager:** 

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Lower Pacific Cove Parking Lot  
(Beach and Village Parking Lot 2)

Regulations and Guidelines

- Paid Parking from 8 a.m. to 8 p.m.
- \$0.50 per hour
- No overnight camping
- Vehicles must park between white lines
- No vehicles over 20 feet in length
- No loitering or skating
- 72 hour parking limit
- Use of lot at own risk. City of Capitola will not be responsible for any damages occurring from the use of this lot

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Lower Pacific Cove Parking Lot  
Project Description

The project will develop an approximate 220 space surface public parking lot on approximately 4 acres of land formerly used for the Pacific Cove Mobile Home Park located at 426 Capitola Avenue. The new parking lot shall be designed with the following features:

- Maximum number of parking stalls, estimated at between 220 – 250 spaces
- Efficient pedestrian and vehicle circulation
- Two entrances/exits (Capitola Avenue and Bay Avenue)
- Low impact development standards to address
  - Water quality
  - Stormwater flow control
- Landscaping
- Downcast lighting of parking and pedestrian facilities
- Pay by Space parking fee collection
- Shuttle stops for Village Beach Shuttle operations during the summer
- Other optional project components include:
  - Renovation of the existing restroom facilities
  - Placement of a new, or relocation of an existing, coach in the vicinity of Capitola Ave. for City storage/office space.
  - New landscaping/fencing on Monterey/Bay Ave.
  - New pedestrian access to Bay Ave. from upper Pacific Cove parking lot
  - Parking pay stations on upper Pacific Cove parking lot

It is the goal of the project to construct a parking lot that will be in use for a period of up to five years at which time it is anticipated that other uses, which are not currently defined, will be developed for the site and all or portions of the parking lot removed.

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## CITY COUNCIL AGENDA REPORT

MEETING OF APRIL 10, 2014

FROM: DEPARTMENT OF PUBLIC WORKS

SUBJECT: ESPLANADE AND STOCKTON AVENUE INTERSECTION IMPROVEMENTS  
CONSIDERATION OF DESIGN CHANGES AND DISCUSSION OF CREATING A  
VILLAGE SIDEWALK REPLACEMENT COOPERATIVE PROJECT

---

**RECOMMENDED ACTION:** Approve design modifications to the Esplanade and Stockton Avenue Intersection Improvements and provide direction to staff on the creation of a Village Sidewalk Replacement Cooperative Project.

**BACKGROUND:** On February 27, 2014 the City Council approved plans for improvements to the Esplanade and Stockton Avenue intersection. These improvements combine two crosswalks across Stockton Avenue into a single crosswalk, construct a median island, construct a raised bulb-out, and add street lighting to the intersection. Since this action some changes have been made to the plan to separate the ADA ramps at the curbs as recommended by current guidelines, add an in-ground planter along the bulb-out on the southwest corner.

In addition to these modifications, staff is recommending reducing the scope of the project to defer the sidewalk replacement portion of the project in order to determine if cooperative public/private partnerships can be formed to split the cost of this element of the project. Since the start of the current cooperative sidewalk replacement project fronting the Esplanade restaurants, the city has received inquiries from other property owners in the Village expressing interest in sidewalk replacement.

**DISCUSSION:** The proposed design changes are all consistent with scope of the project, which is to improve the safety of the intersection for pedestrians. Although some community concerns have been raised recently about eliminating one of the crosswalks, staff believes this element of the design is important to creating a safe crossing. Details of the design can be seen on Attachment 1.

Regarding the sidewalk replacement aspect of this project, staff is recommending that it be removed from the project at this time. Removing the sidewalk work at this time would better facilitate construction of the project this spring and summer by limiting the work to the pedestrian crossing improvements. The resulting cost reduction in the project will result in a fund balance which then could be used as initial funding for cooperative sidewalk replacement project. Projects eligible for this funding would have to be located in the Central Village (CV) zoning district and provide a 50% private sector match. Staff would recommend that future sidewalk replacement work be deferred until the fall to avoid major sidewalk work during the busy season.

## Item #: 10.C. Staff Report.pdf

APRIL 10, 2014 AGENDA STAFF REPORT  
ESPLANADE AND STOCKTON AVENUE INTERSECTION IMPROVEMENTS

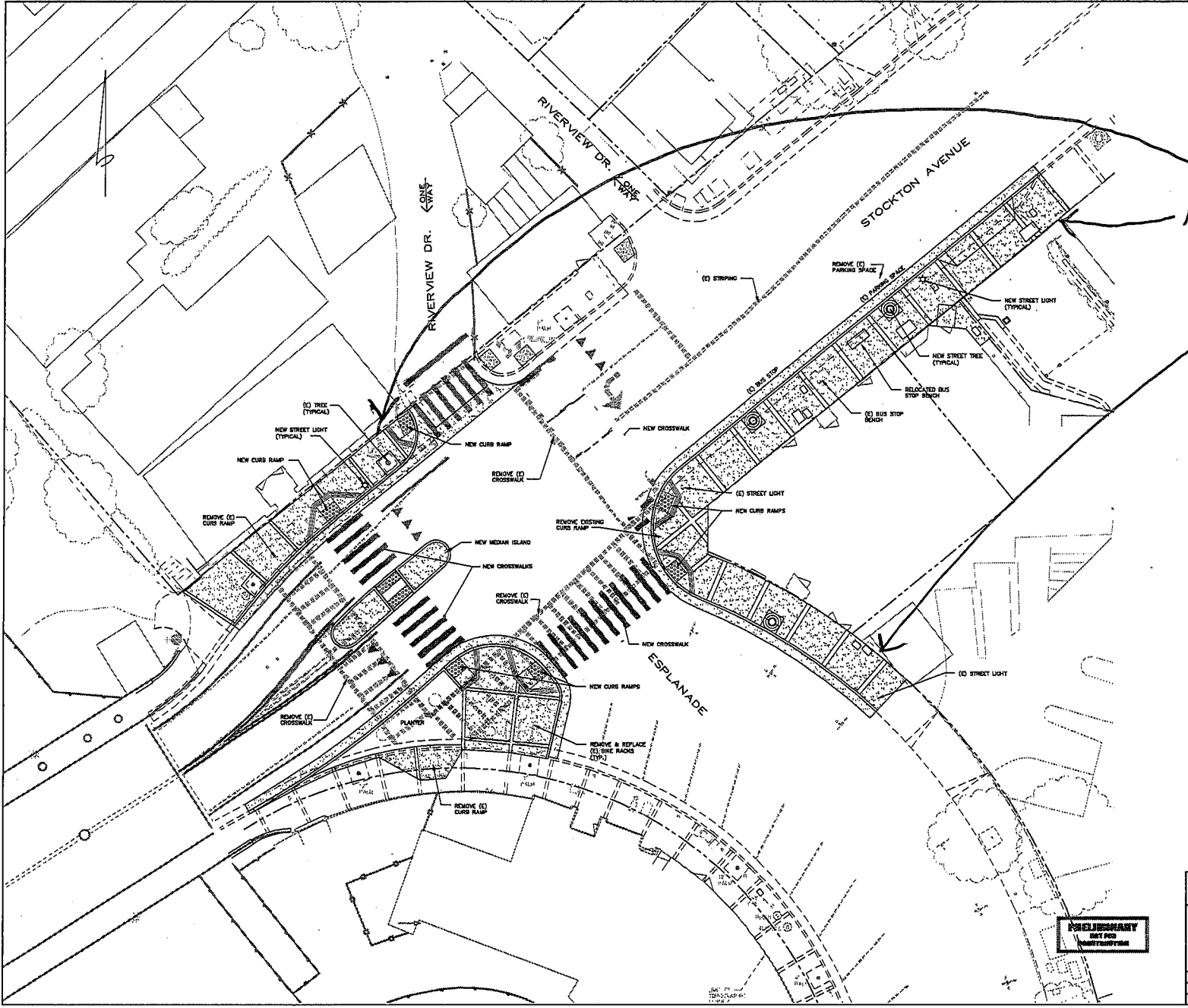
**FISCAL IMPACT:** The construction estimate for the full project, including sidewalk replacement is unchanged at \$141,000. The revised estimate, without the sidewalks, is \$100,000. Once the final construction price is known, staff will return with a budget amendment moving the remaining funds to the new sidewalk replacement project.

**ATTACHMENTS:** Revised plan sheet

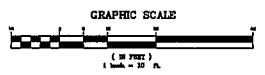
**Report Prepared By:** Steven Jesberg  
Public Works Director

**Reviewed and Forwarded  
By City Manager:**





*New sidewalk  
Not Part of  
Project  
(Typ)*



**DISCLAIMER**  
THE DATA SET FORTH ON THIS SHEET IS THE PROPERTY OF BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS. IT IS AN INSTRUMENT OF SERVICE AND MAY NOT BE REPRODUCED, ALTERED, OR USED WITHOUT THE CONSENT OF THE ENGINEER. THE PROPER ELECTRONIC TRANSFER OF DATA SHALL BE THE USER'S RESPONSIBILITY WITHOUT LIABILITY TO THE ENGINEER. UNAUTHORIZED USE IS PROHIBITED.

APN 635-231-14			
REVISIONS			
BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS 1811 SOGAN STREET SANTA CRUZ, CA 95060 (831) 426-2080		PRELIMINARY STREET IMPROVEMENT PLAN STOCKTON AVENUE AND THE ESPLANADE  SQUARE IN THE CITY OF CARTEIRA SANTA CRUZ COUNTY, CALIFORNIA	
SCALE 1" = 10'	DRAWN JFR	JOB NO. 23741-2	SHEET
DATE APRIL 3, 2014	CHECKED	INDEX R000 3A	1
DESIGN JFR	DWG NAME 23741-2DWG	FILE NO. 23741-2	OF 2

**PRELIMINARY**  
DATE PLOTTED  
BY

Item #: 10.C. Attach 1.pdf

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## CITY COUNCIL AGENDA REPORT

### MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: CONSIDER VILLAGE PERSONALIZED BRICK PROGRAM

**RECOMMENDED ACTION:** Authorize the Capitola Soquel Chamber of Commerce to commence the Village Personalized Brick Program and share 50% of the proceeds with the City to be placed in the Village Sidewalk Fund.

**BACKGROUND:** During the construction of Phase 1 of the Capitola Village Streetscape Enhancement Project (Project) in September of 2001, the Capitola Soquel Chamber of Commerce (Chamber), on the City's behalf, began the "Personalized Brick" fund raising campaign. The money raised was used to help fund the Project. A total of 1,700 bricks of the 5,000 which were available were sold, raising over \$60,000 for the Project. The fundraising campaign concluded in 2002.

**DISCUSSION:** Recently, new sidewalks have been installed along the Esplanade with the same brick motif as in Phase 1 of the Village Streetscape Enhancement Project. There has been interest expressed by the community to begin the "Personalized Brick" program again. The Chamber has offered to administer the program in exchange for a 50% share of the proceeds. With the new sidewalk construction on the esplanade, there are between 4,000 and 5,000 potential bricks which will be available to purchase throughout the Village.

Staff is working with the Chamber of Commerce to identify a company who will engrave the bricks on-site. The charge for a personalized brick has yet to be determined. It is anticipated that the program will begin within two to three weeks of the City Council's approval.

**FISCAL IMPACT:** There is a potential to raise significant funds if the Chamber sold the same amount as they did previously with 50% of the profits going to the Chamber. The City's share will be placed in a Village Sidewalk Fund.

**ATTACHMENTS:** None

Report Prepared By: Lisa G. Murphy  
Administrative Services Director

Reviewed and Forwarded  
by City Manager: \_\_\_\_\_

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## CITY COUNCIL AGENDA REPORT

### MEETING OF APRIL 10, 2014

FROM: CITY MANAGER'S DEPARTMENT

SUBJECT: CONSIDER A CONTRACT WITH COMMUNITY TELEVISION OF SANTA CRUZ COUNTY, INC.

**RECOMMENDED ACTION:** Authorize the City Manager to execute a contract with Community Television of Santa Cruz County, Inc. (CTV) to broadcast City Council and Planning Commission meetings, provide technical support and programming for the City's Public, Education and Government Channels.

**BACKGROUND:** The City of Capitola has had a contract with CTV since 2005 to broadcast its City Council and Planning Commission meetings live, provide technical support and programming for the City's Public, Education and Government (PEG) channels. The contract terms were based on the funding the City received quarterly from PEG fees collected by Charter TV and AT&T. Every cable subscriber in Capitola pays \$0.64 a month to support PEG programming in accordance with the Capitola Municipal Code, which amounts to \$17,000 to \$19,000 per year. This entire amount would then be passed onto CTV.

In 2006, The Digital Infrastructure & Video Competition Act (DIVCA) was passed by the State which changed the franchising ability of cities and counties, and new Federal law prohibited PEG funding from being utilized to pay for personnel costs or other operational purposes. PEG funding may only be used for capital purchases. The City received formal notice from Charter TV in January of this year regarding this restriction of funds.

**DISCUSSION:** The proposed contract with CTV will continue the existing services the City receives today; broadcast of meetings, technical support and programming for the City's PEG channels. The fee for service will be based on actual time spent by the technician broadcasting the meetings at \$50/per hour. There are 10 hours of technical support included for no charge, and thereafter at \$30/per hour. In addition, CTV will provide training workshops to residents, create two public service announcements, and provide coverage of two community events at no additional charge.

The funds received through PEG fees will be retained by the City and utilized for capital equipment purchases in support of PEG access only. PEG channels are set aside for the following purposes; Public: Available for use by the public; Education: for use by educational institutions for educational programming; Governmental: used for programming by local governments.

**FISCAL IMPACT:** The estimated fiscal impact will be between \$8,000 to \$10,000 a year, depending on the length and number of the meetings. Funding will be from the General Fund as opposed to PEG funding. Funding for the remainder of this fiscal year will be paid from PEG.

**ATTACHMENT:** 1. Contract, 2) Letter from Charter

**Report Prepared By:** Lisa G. Murphy, Administrative Services Director

**Reviewed and Forwarded  
by City Manager:** 

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**AGREEMENT FOR CTV SERVICES BETWEEN  
THE CITY OF CAPITOLA AND  
COMMUNITY TELEVISION OF SANTA CRUZ COUNTY, INC.**

**THIS AGREEMENT** is made and entered into this, by and between the **City of Capitola**, a municipal corporation, hereinafter called "City," and Community Television of Santa Cruz County, Inc. (CTV), hereinafter called "CTV."

**WITNESSETH**

**WHEREAS**, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

**WHEREAS**, CTV has the requisite skill, training, qualifications and experience to render such services called for under this Agreement to the City.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. SCOPE OF SERVICES.** CTV shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

**SECTION 2. TERM OF AGREEMENT.** The term of this Agreement shall be from April 1, 2014 to December 31, 2014, inclusive, with options to renew for an additional one-year period until December 31, 2015.

**SECTION 3. SCHEDULE OF PERFORMANCE.** The services of CTV are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. CTV will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

**SECTION 4. COMPENSATION.** The compensation to be paid to CTV including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

**SECTION 5. METHOD OF PAYMENT.** Except as otherwise provided in Exhibit "C," each month, CTV shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

**SECTION 6. INDEPENDENT CTV.** It is understood and agreed that CTV, in the performance of the work and services agreed to be performed by CTV, shall act as and be an independent contractor and not an agent or employee of the City, and as an independent CTV, shall obtain no rights to retirement benefits or other benefits which accrue to the City's employees, and CTV hereby expressly waives any claim it may have to any such rights.

**SECTION 7. ASSIGNABILITY.** CTV shall not assign or transfer any interest in this Agreement nor the performance of any of CTV's obligations hereunder, without the prior written consent of City, and any attempt by CTV to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

**SECTION 8. INDEMNIFICATION.** CTV has the expertise and experience necessary to perform the services and duties agreed to be performed by CTV under this Agreement, and City is relying upon the skill and knowledge of CTV to perform said services and duties. CTV shall defend, indemnify and hold harmless City, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed under this Agreement due to the willful or negligent acts (active or passive) or errors or omissions by CTV or CTV's officers, employees or agents.

**SECTION 9. INSURANCE.**

A. Errors and Omissions Insurance. CTV shall obtain and maintain in full force throughout the term of this Agreement a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Agreement.

B. Auto and Commercial General Liability Insurance. CTV shall also maintain in full force and effect for the term of this Agreement, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Agreement. The amounts of insurance shall not be less than the following:

- (1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project CTV performs for the City. Such insurance shall (a) name the City, its appointed and elected officials, and its employees as insured's; and (b) be primary with respect to insurance or self-insurance programs maintained by the City and (c) contain standard separation of insured's provisions.

- (2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$500,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, CTV shall be insured against liability for Workers' Compensation or undertake self-insurance. CTV agrees to comply with such provisions before commencing performance of any work under this Agreement.
- D. Proof of Insurance to the City before Notice to Proceed to Work. CTV shall satisfactorily provide certificates of insurance to the City Clerk before Notice to Proceed to Work of this Agreement will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to the City. Approval of insurance by the City shall not relieve or decrease the extent to which CTV may be held responsible for payment of damages resulting from services or operations performed pursuant to this Agreement. CTV shall not perform any work under this Agreement until CTV has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If CTV fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that insurance has been procured and is in force and paid for, the City shall have the right at the City's election to forthwith terminate this Agreement immediately without any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another CTV to complete the project.

**SECTION 10. NON-DISCRIMINATION.** CTV shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin or disability in connection with or related to the performance of this Agreement.

**SECTION 11. TERMINATION.**

- A. The City and CTV shall have the right to terminate this Agreement, without cause, by giving not less than ten (10) days written notice of termination.
- B. If CTV fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City may terminate this Agreement immediately upon written notice.
- C. The City Manager is empowered to terminate this Agreement on behalf of the City.
- D. In the event of termination, CTV shall deliver to City copies of all work papers, schedules, reports and other work performed by CTV and upon receipt thereof, CTV shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

**SECTION 12. COMPLIANCE WITH LAWS.** CTV shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. CTV shall obtain and maintain a City of Capitola business license during the term of this Agreement.

**SECTION 13. GOVERNING LAW.** City and the CTV agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

**SECTION 14. PRIOR AGREEMENTS AND AMENDMENTS.** This Agreement represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may only be modified by a written amendment.

**SECTION 15. CONFIDENTIAL INFORMATION.** All data, documents, discussions or other information developed or received by or for CTV in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

**SECTION 16. OWNERSHIP OF MATERIALS.** All reports, documents or other materials developed or received by CTV or any other person engaged directly by CTV to perform the services required hereunder shall be and remain the property of the City without restriction or limitation upon their use.

**SECTION 17. COVENANT AGAINST CONTINGENT FEES.** The CTV covenants that CTV has not employed or retained any company or person, other than a bona fide employee working solely for CTV, to solicit or secure the Agreement, and that CTV has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CTV, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement, for breach or violation of this covenant, the City shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

**SECTION 18. WAIVER.** CTV agrees that waiver by the City or any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement.

**SECTION 19. CONFLICT OF INTEREST.**

- A. A CTV shall avoid all conflict of interest or appearance of conflict of interest in performance of this Agreement. CTV shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Agreement or such Resolution, as applicable.
- B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof and CTV agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

**SECTION 20. AUDIT BOOKS AND RECORDS.** CTV shall make available to the City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to the City, its authorized agents and employees, such other evidence or information as the City may require with respect to any such expense or disbursement charged by CTV.

**SECTION 21. NOTICES.** All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

**CITY**

Jamie Goldstein,  
City Manager  
420 Capitola Avenue  
Capitola, CA 95010  
(831) 475-7300

**CTV**

Ann K. Bisbee - Executive Director  
Community Television of  
Santa Cruz County, Inc.  
816 Pacific Avenue  
Santa Cruz, CA 95060  
(831) 425-8848 x28

**SECTION 22. EXHIBITS:**

Exhibit A: Scope of Services  
Exhibit B: Schedule of Performance  
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CTV

CITY OF CAPITOLA

COMMUNITY TELEVISION OF  
SANTA CRUZ COUNTY, INC.

BY \_\_\_\_\_  
City Manager

BY \_\_\_\_\_  
Ann K. Bisbee, Executive Director

APPROVED AS TO FORM:

BY \_\_\_\_\_  
City Attorney



**EXHIBIT "A"****SCOPE OF SERVICES**

1. Capitola City Council Meetings Broadcast in North County – CTV will rebroadcast the Capitola City Council meetings on the government access channel in the North County cable franchise area. Such programming shall be scheduled to commence on a weeknight beginning at 7:00 pm. Should a weeknight primetime slot not be immediately available, City Council meetings shall be broadcast on a weekend evening commencing at 7:00 pm. In the event the City Council meetings can be broadcast on a “live” simultaneous basis in North County, the City reserves the right to substitute other programming in a 3-hour block.
2. Broadcast Technicians
  - a. Provide technicians to record and/or broadcast all regular and special City Council and Planning Commission meetings.
  - b. Provide technicians to record and/or broadcast other City meetings and programs.
  - c. Technician rates are \$50.00 per hour per technician for all professional services on-site including all time in chambers and closed sessions.
3. Training Workshops – CTV shall continue to offer Capitola residents workshops that instruct them on video camera operation, electronic video editing and other techniques that will allow production of programming that may in turn be submitted to CTV for broadcast on the public access channel.
4. Community Event and Public Service Announcement Coverage – At the request of the City, CTV will produce and playback up to 2 community events and 2 public service announcements.
5. Technical Assistance – CTV will provide up to 10 hours of on-site technical facility assistance per year. The CTV Information Technology Director or a staff member of equal technical knowledge shall provide such services. Should additional technical assistance be necessary, it shall be purchased at the rate of \$30.00 per hour.
6. Employment – CTV agrees to use its best efforts to employ Capitola area residents to assist in all control room technician work for this item and all other services provided to the City. Such best efforts shall include at a minimum advertising technician position job openings with the Soquel High School Video Academy and a local newspaper and/or other local publications.
7. PEG Access Cable Channels Programming – CTV shall air their programming on three (3) PEG Channels provided by the City.

## EXHIBIT "B"

### SCHEDULE OF PERFORMANCE

1. Service Review - Services shall commence immediately upon execution of this Agreement. Unless otherwise requested or indicated, the City and CTV may review service levels, output, and performance of duties every six months.
2. Annual Reports – Within ninety (90) days after the end of the fiscal year (June 30th), CTV shall submit a written annual report to the City with respect to the preceding year and including the following:
  - a. A summary of the previous year's activities in development and/or support of Public, Educational, and Governmental Access programming in Capitola. The report should summarize the number of public service announcements, efforts to hire locally, number of Capitola members, classes offered to Capitola residents, and a description of field productions from or about Capitola.
  - b. A copy of CTV's annual Activities Plan and Budget report and other periodic reports shall be submitted to the City within forty-five (45) days of issuance.
  - c. A list identifying CTV's officers, members of its board of directors, and other principals of CTV.

**EXHIBIT "C"**  
**COMPENSATION**

**A. Total Compensation.**

In consideration of the compensation within this contract, the parties agree to continue control room services associated with Capitola City Council and Planning Commission meetings at the following rates. Technician rates are \$50.00 per hour per technician for all professional services on-site including all time in chambers and closed sessions.

**B. Payment Request.**

CTV shall submit a request for payment for **technician services** on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to CTV for appropriate compensation.

The CTV shall submit payment request for **television programming services** on a quarterly basis by letter to Director, or said Director's designated representative. Said request for payment shall be submitted in accordance with the schedule outlined in Section B.

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January 8, 2014

Mr. Jamie Goldstein  
City Manager  
City of Capitola  
420 Capitola Avenue  
Capitola, CA 95010

Via Electronic and U. S. Mail

RE: Notification of Termination of City of Capitola's ("City") Complimentary Video Services Provided by Charter Communications ("Charter"); Information Regarding Future Use of Public, Educational and Government Programming ("PEG") Fees

Dear Mr. Goldstein:

I am writing to notify you of changes that will occur on March 9, 2014, which is the date when the City's prior local franchise would have expired; namely changes to complimentary cable services and PEG programming fees.

**Complimentary Accounts.**

Effective April 18, 2012, Charter began operating in the City under a new state-issued franchise authorized by the California Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"). The state franchise replaced Charter's locally-issued franchise agreement with the City. Pursuant to California Public Utilities Code Section 5870(k), a state franchise holder's obligation to provide complimentary cable service to public buildings free of charge contained in a locally-issued franchise that has expired by its own terms, shall continue until the natural expiration of the franchise which in this case is March 9, 2014. As a result, Charter's obligation to provide the City with complimentary video services will cease effective on that date.

Attached is a list of sites where the City is currently receiving complimentary services, according to our records. Should the City choose to maintain any Charter services that are currently complimentary, a service contract must be negotiated by March 10, 2014. Please let me know as soon as possible how the City would like to proceed in this matter. If Charter does not hear from the City by January 17, 2014, Charter will schedule the disconnection of any complimentary services on March 10, 2014.

If the City would like to move forward with a service contract, a Charter Business representative will contact you to begin discussions. We will make every effort to provide the City a reasonable and attractive offer for continued use of the network.

Mr. Jamie Goldstein  
January 8, 2014

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PEG Fees.

Federal law only permits PEG fees to be used for capital "costs incurred in or associated with the construction of PEG access facilities" and contains an explicit prohibition on using PEG fees for operational support. This prohibition would constrain the City's use of PEG fees for anything other than legitimate capital costs incurred in or associated with the construction of PEG access facilities. DIVCA expressly requires that the use of the PEG fee must be consistent with federal law. To the extent that the City has used any PEG fees for operational expense, please be advised that federal and state law prohibit such use and strictly constrain how these funds are to be used.

Please feel free to contact me if you have any questions or concerns.

Best regards,



Lisa Ludovici  
Senior Manager, Government Affairs  
(o) 805-783-4945  
(m) 805-550-1627  
l.ludovici@charter.com

cc: Lisa Murphy, Administrative Services Director, City of Capitola

**City of Capitola**  
**Complimentary Services**

NAME	ADDRESS	CITY	STATE	ZIP	ACCOUNT_NUMBER	SERVICES
CAPITOLA POLICE DEPT,*	422 CAPITOLA AVE.	CAPITOLA	CA	95010-3318	8203110080038594	BASIC TV
CITY HALL,*	420 CAPITOLA AVE.	CAPITOLA	CA	95010-3318	8203110080038586	BASIC TV

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