



**CAPITOLA LIBRARY ADVISORY COMMITTEE
REGULAR MEETING AGENDA**

TUESDAY, OCTOBER 10, 2017

3:30 PM

**CITY HALL COMMUNITY ROOM
420 CAPITOLA AVENUE, CAPITOLA, CA 95010**

1. ROLL CALL

2. ADDITIONAL MATERIALS

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

3. CHANGES TO AGENDA

4. ORAL COMMUNICATION

Oral Communications allows time for members of the Public to address the Committee 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 Communication. All speakers must address the entire Committee and will not be permitted to engage in dialogue. A MAXIMUM of 30 MINUTES is set aside for Oral Communications at this time.

5. REPORT FROM FRIENDS OF CAPITOLA LIBRARY CHAPTER – see agenda item 9(B)

6. REPORT FROM LIBRARY COMMISSION

7. REPORT FROM JOINT POWERS BOARD

8. COMMITTEE / STAFF COMMENTS

Library Advisory Members / Staff may comment on matters of a general nature or identify issues for staff response or future committee consideration.

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 Committee votes on the action unless members of the public or the Committee request specific items to be discussed for separate review. Items pulled for separate discussion will be considered following General Government.

- A. Consider the June 13, 2017, Regular Meeting Minutes of the Library Advisory Committee.

RECOMMENDED ACTION: Approve Minutes.

10. GENERAL BUSINESS

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

- A. Library Design and Project Timeline Update
RECOMMENDED ACTION: None, receive update.
- B. Update from Capital Campaign Regarding Fundraising Efforts, Memorandum of Understanding with the City, and Partnership with Community Foundation Santa Cruz
RECOMMENDED ACTION: Receive update.
- C. Update Regarding Regional Funding for Capitola Branch Library Construction
RECOMMENDED ACTION: Receive update
- D. Draft Temporary Library Services Plan
RECOMMENDED ACTION: Receive presentation by SCPL staff and provide feedback

11. ADJOURNMENT

Adjourned to a Regular Meeting of the Library Advisory Committee to be held on Tuesday, December 12, 2017, at 3:30 p.m. at the Community Room located at 420 Capitola Avenue, Capitola.

Note: The Capitola Library Advisory Committee meets on the Tuesday every other month at 3:30 p.m. in the Community Room located at 420 Capitola Avenue, Capitola.

Agenda and Agenda Packet Materials: The Capitola Library Advisory Committee Agenda is available on the City's website: www.cityofcapitola.org on Friday prior to the Tuesday meeting. If you need additional information please contact the City Clerk at (831) 475-7300.

Any person seeking to challenge a Committee 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 Committee, 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 Committee'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 Committee decision in court.

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 Committee 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.

CAPITOLA LIBRARY ADVISORY COMMITTEE REGULAR MEETING ACTION MINUTES

TUESDAY, JUNE 13, 2017-3:30 PM
CITY HALL COMMUNITY ROOM

1. ROLL CALL

Committee Members Barbara Gorson, Ariel Gray, Steve Walsh, Lisa Steingrube, Vice Chair Toni Campbell, Council Member Michael Termini and City Manager Jamie Goldstein (Ex Officio) were present. Chair Gayle Ortiz was absent.

2. ADDITIONAL MATERIALS

3. CHANGES TO AGENDA (None provided.)

4. ORAL COMMUNICATION (None provided.)

5. REPORT FROM FRIENDS OF CAPITOLA LIBRARY CHAPTER (This item was deleted.)

6. REPORT FROM LIBRARY COMMISSION

Committee Member Gorson provided a short update regarding the Library Commission.

7. REPORT FROM JOINT POWERS BOARD

City Manager Goldstein stated that at the last meeting of the Joint Powers Board the FY 17/18 Budget was adopted and the Board agendized a discussion about the JPA fund balance for later this Summer.

8. COMMITTEE / STAFF COMMENTS

9. CONSENT CALENDAR

- A. Consider the February 14, 2017, Regular Meeting Minutes of the Library Advisory Committee.

ACTION: Motion by Council Member Termini, seconded by Committee Member Gray to approve the February 14, 2017 Regular Meeting Minutes of the Library Advisory Committee.

Ayes: Committee Members Vice Chair Campbell, Gorson, Gray, Steingrube, Walsh and Council Member Termini; **Noes:** None; **Absent:** Chair Gayle Ortiz.

10. GENERAL BUSINESS

- A. Library Design Update

RECOMMENDED ACTION: None, receive update.

An update on the library project was given by Public Works Director Steve Jesberg who presented slides at the recent design committee meeting reflecting the current design details.

- B. Review of the Capitola Library Project Timeline Update

RECOMMENDED ACTION: Receive update.

Project Manager Dave Tanza gave a report on the schedule of the project.

- C. Capitola Branch Library Naming Policy
RECOMMENDED ACTION: None, update only.

City Manager Goldstein discussed the library naming policy. This will go before the Capitola City Council on June, 22, 2017, for their recommendations regarding building name, room name and naming of key exterior spaces.

- D. Review of the Capitola Library Project Fundraising Strategy Update
RECOMMENDED ACTION: Receive update.

Vice Chair Campbell discussed the fundraising process.

10. ADJOURNMENT

Vice Chair Campbell adjourned the meeting at 4:27 p.m. to a Regular Meeting of the Library Advisory Committee to be held on Tuesday, August 8, 2017.



NOLL & TAM ARCHITECTS

Chris Noll

Principal in Charge

Phan Dung

Project Architect

Elaine Kross

Job Captain

Joni Janecki

JONI L. JANECKI & ASSOCIATES, INC.,
Principal, Landscape Architect

Trina Goodwin

Library Planner & Interiors Architect

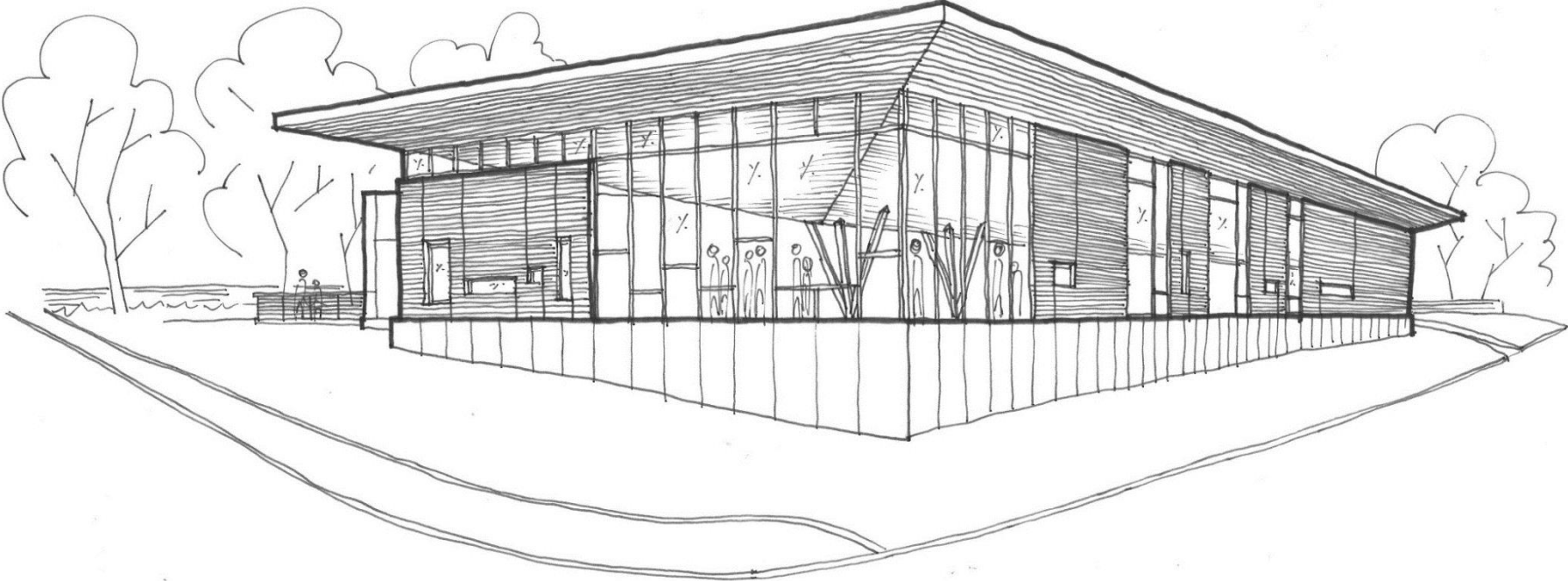
Mati Teiblum

Project Manager

Nicole Steel

Landscape Architect

ORIGINAL DESIGN CONCEPT



CURRENT DESIGN



Site

SITE PLAN



SITE PLAN



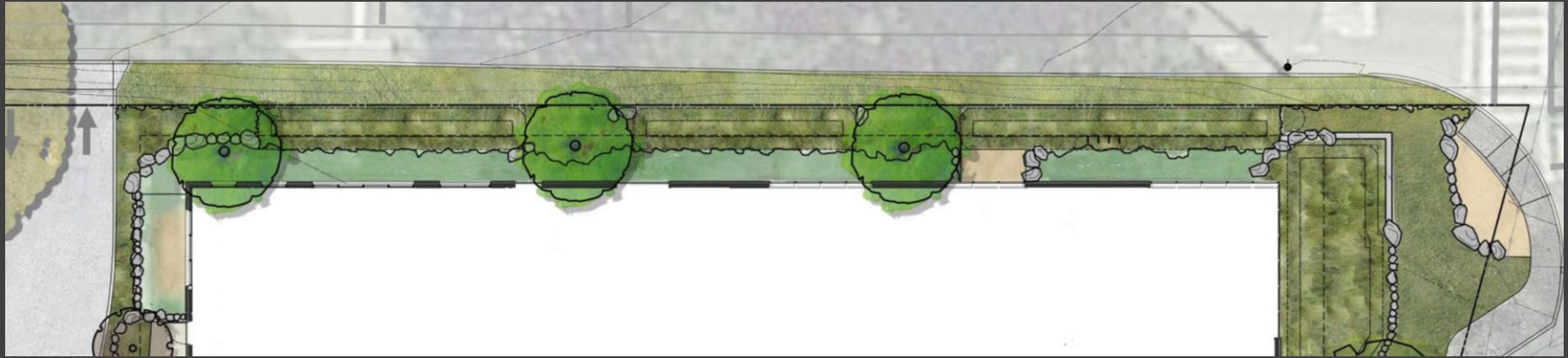
PROPOSED LIBRARY
FFE 46.5

CLARES STREET

ALONG CLARES STREET



ALONG WHARF ROAD



ENTRY AND PARKING



OAK UNDERSTORY



LANDSCAPE / MATERIALS

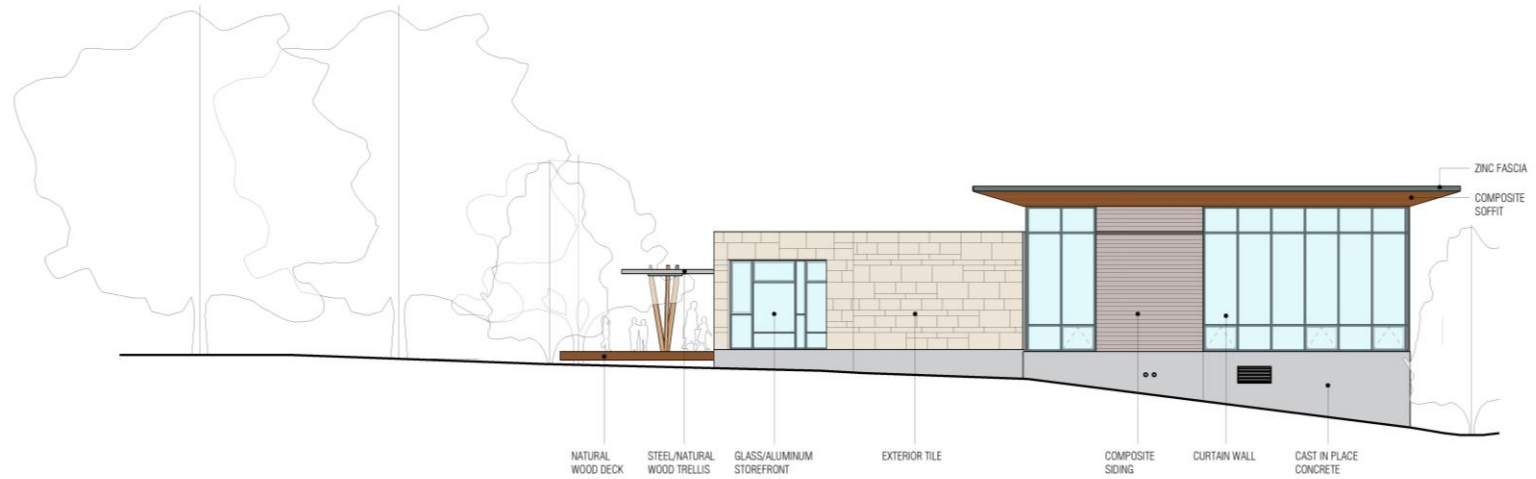


Building Exterior

EXTERIOR ELEVATIONS



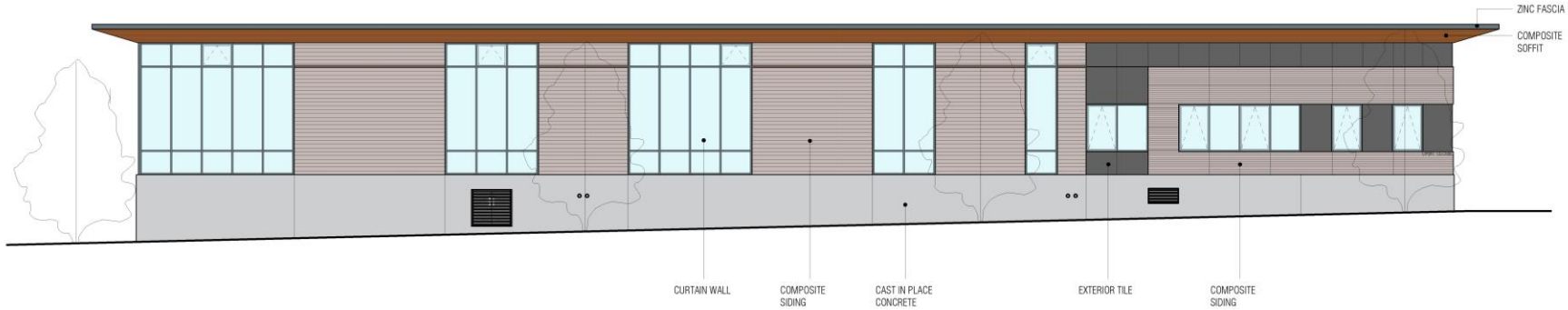
WEST ELEVATION



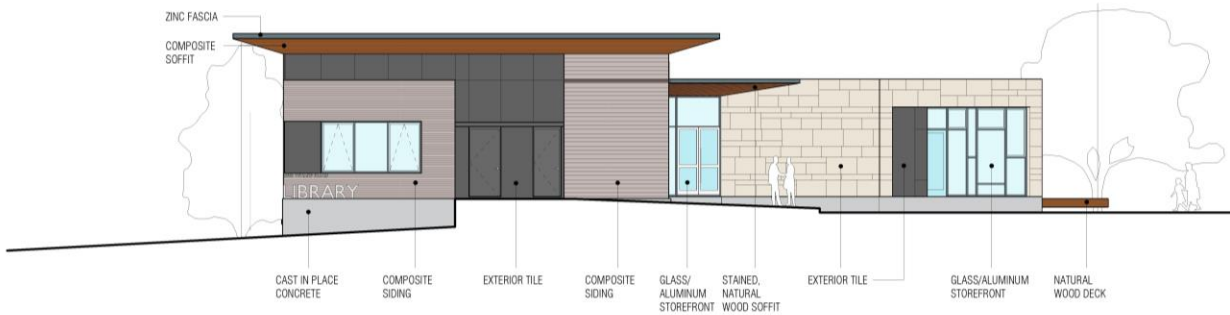
SOUTH ELEVATION

EXTERIOR ELEVATIONS

EAST ELEVATION



NORTH ELEVATION



VIEW AT CORNER



VIEW AT FROM CLARES STREET



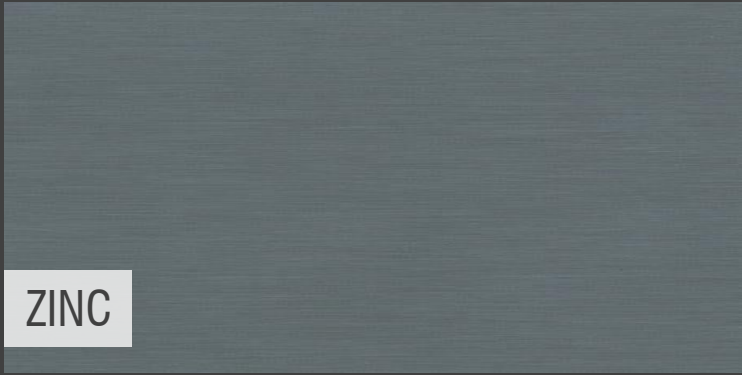
VIEW OF ENTRY



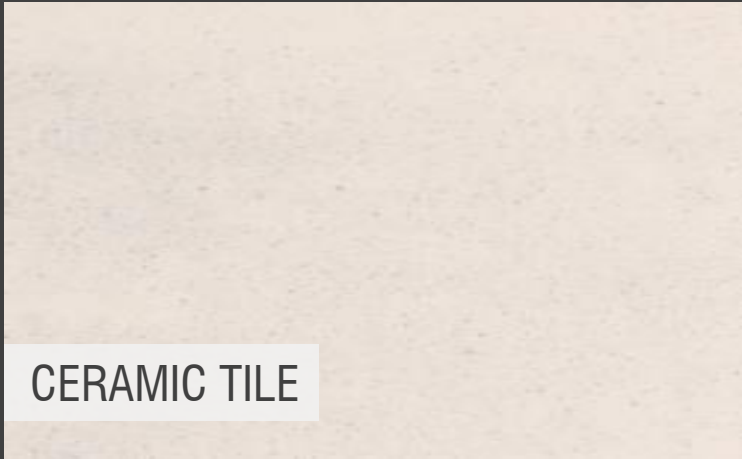
VIEW OF PORCH



EXTERIOR MATERIALS



ZINC



CERAMIC TILE



COMPOSITE SIDING

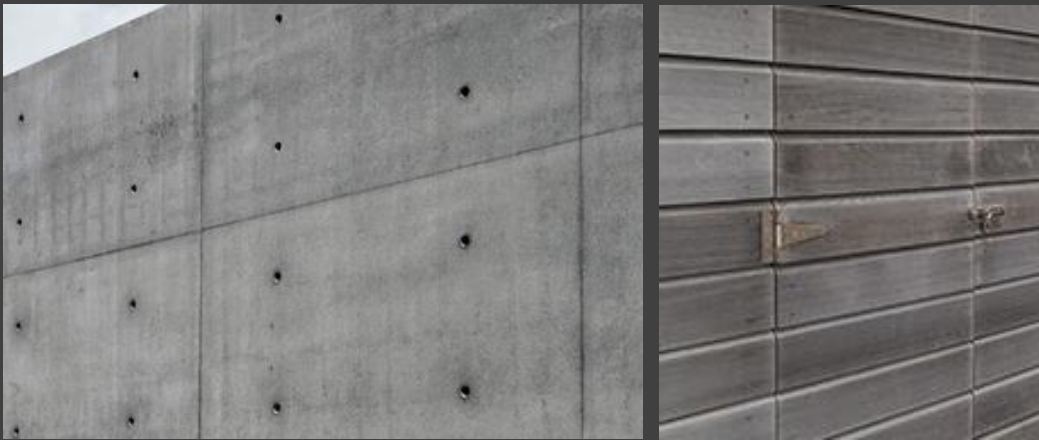


WOOD



CONCRETE

EXTERIOR MATERIALS

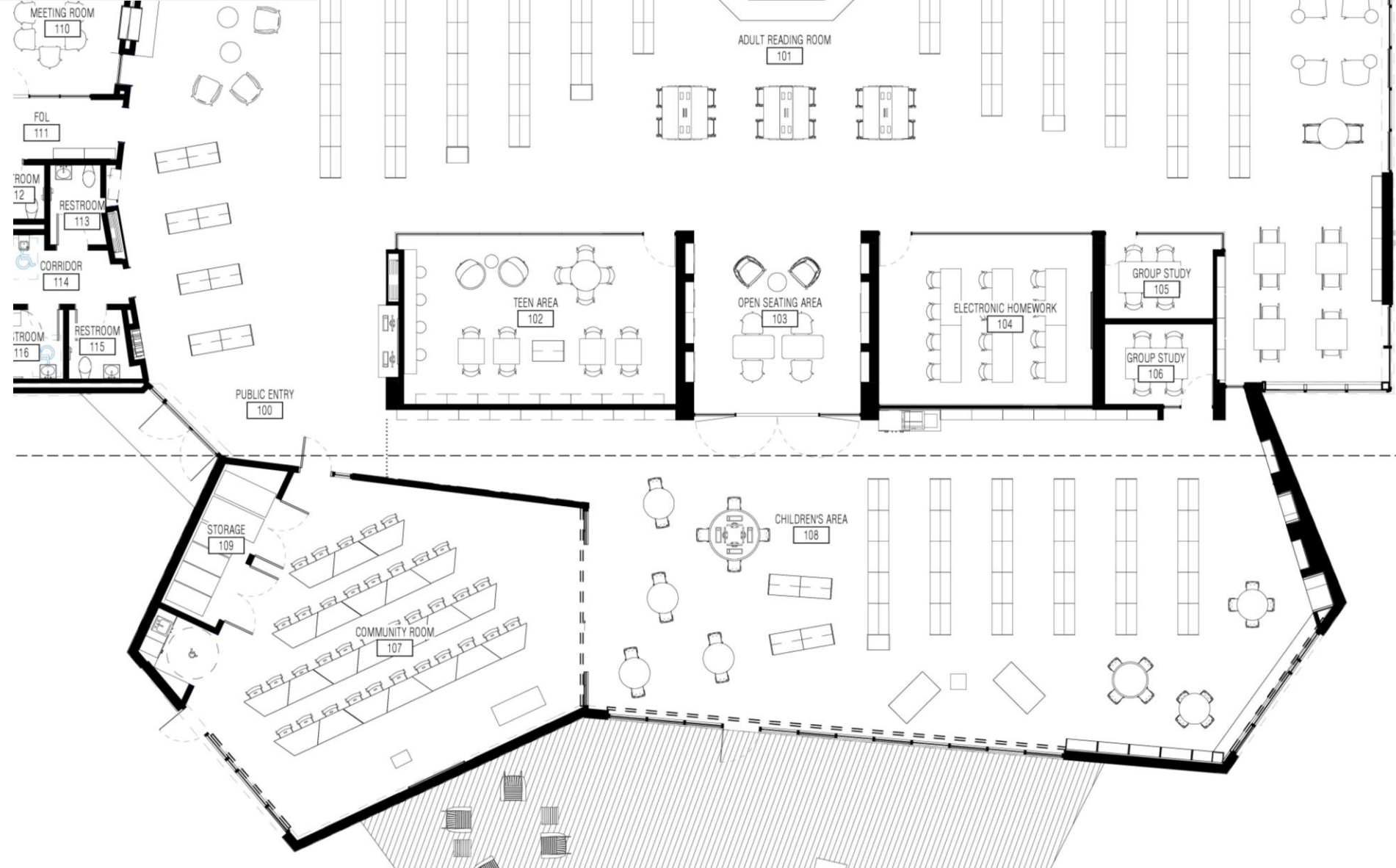


Library Interior

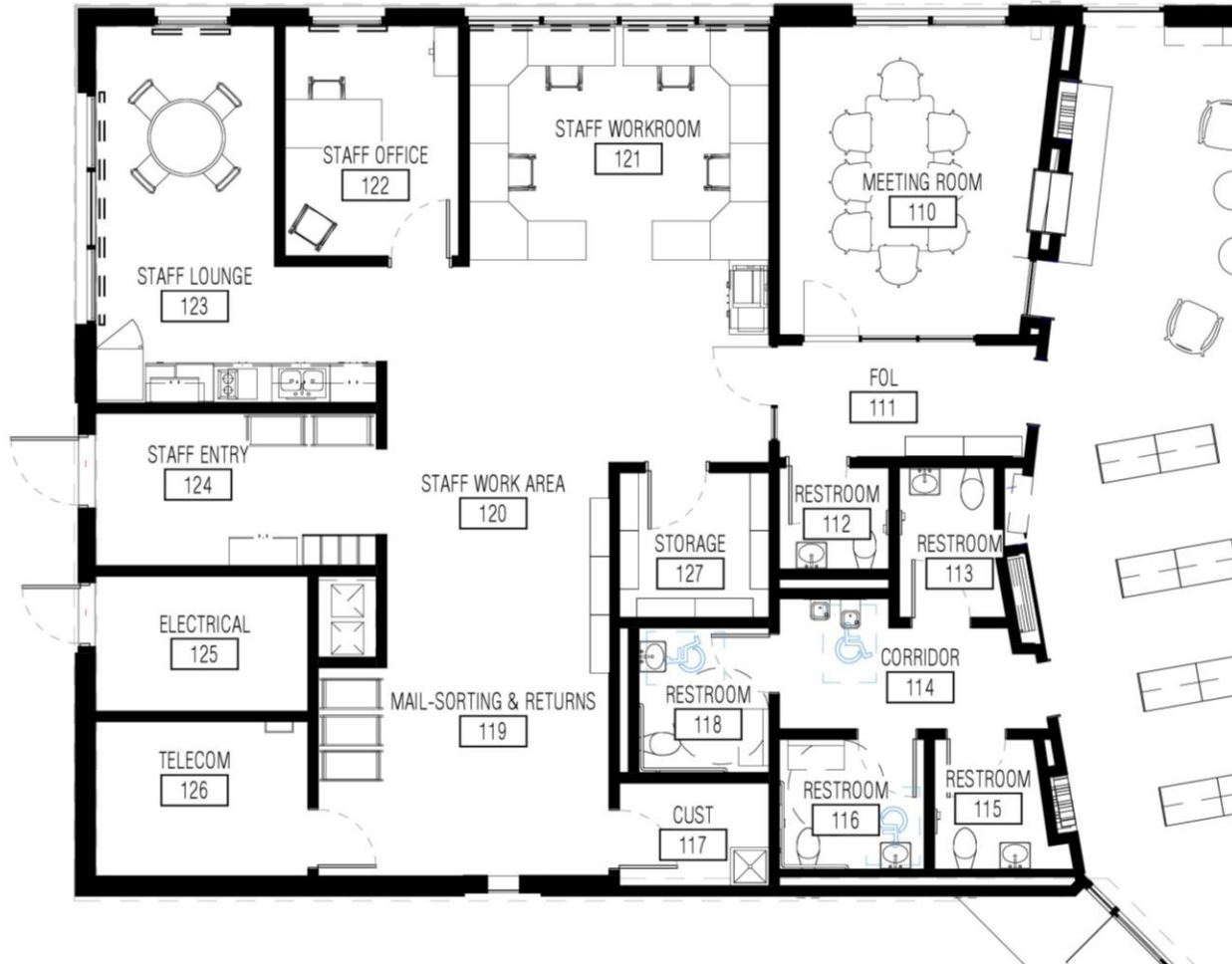
FLOOR PLAN



PUBLIC AREAS



STAFF AREA



REFLECTED CEILING PLAN





INTERIOR VIEW – SEATING AREA



INTERIOR VIEW – READING ROOM



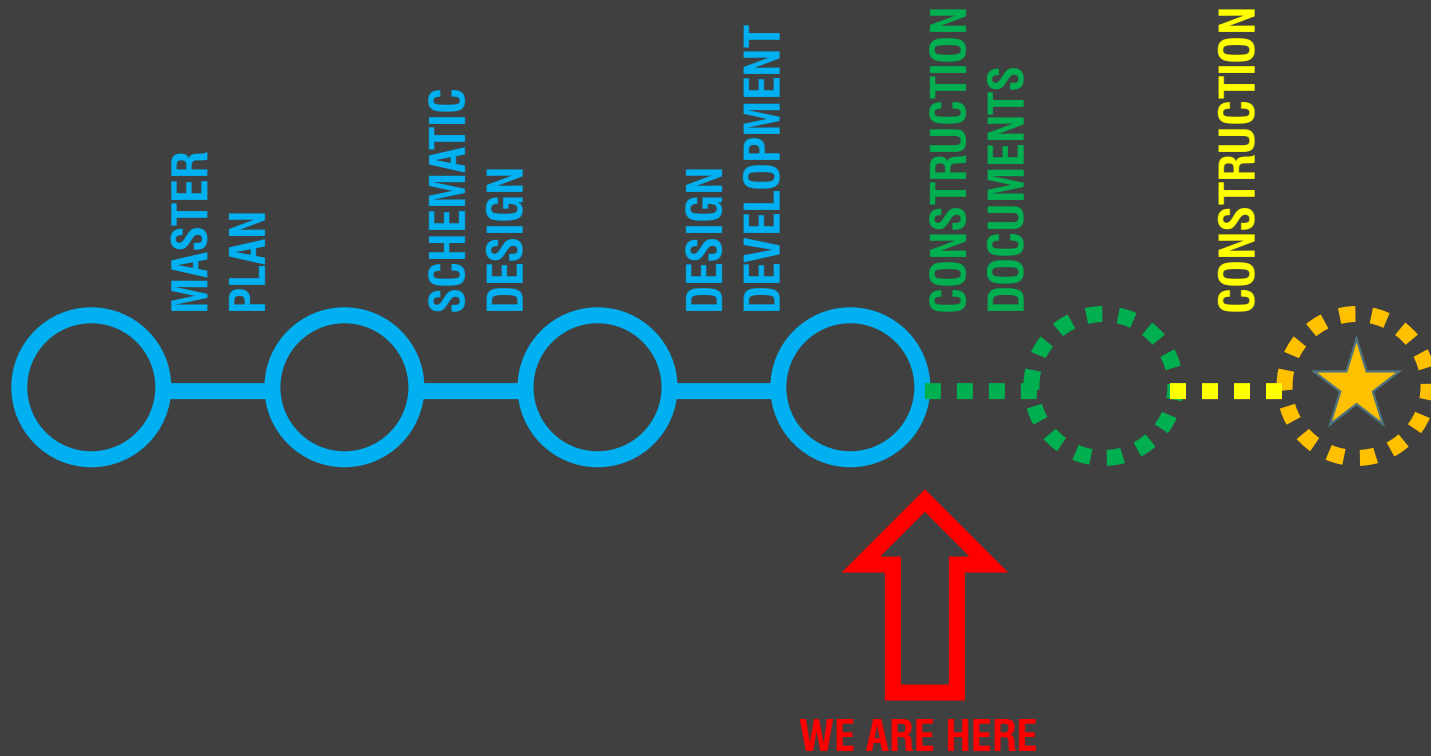
INTERIOR VIEW



CHILDREN'S NOOK



NEXT STEPS



Q&A

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CAPITOLA

AND

THE CAPITAL CAMPAIGN FOR THE CAPITOLA BRANCH LIBRARY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into effective _____, 2017 ("Effective Date"), by and between the CITY OF CAPITOLA, a municipal corporation, ("City") and The Organizers of the Capitola Branch Library Capital Fundraising Campaign ("Campaign"), an unincorporated association. The City and Campaign are sometimes hereinafter referred to collectively as the "Parties" or each individually as a "Party."

The purpose of this MOU is to promote and provide harmonious relations, cooperation, and understanding between City and Campaign, and to memorialize the understanding between the Parties reached as a result of meeting and conferring in good faith regarding matters within the scope of the MOU.

RECITALS

WHEREAS, the City has committed to building an approximately 12,000 SF Capitola Branch Library at 2005 Wharf Road (Library), with construction planned to commence in 2018; and

WHEREAS, the City has adopted a naming rights policy intended to recognize donors at the planned Library; and

WHEREAS, the Parties have agreed that the Campaign shall administer the fundraising process for the Library; and

WHEREAS, the Campaign has established a fundraising target of \$409,900, of which \$350,000 would be donated to the City to help offset construction costs, and

WHEREAS, Total campaign costs are not to exceed \$59,900, or 15% of the total amount raised if the fundraising target is exceeded, and

WHEREAS, to date approximately \$20,000 in contract fees have been expended by the Campaign to support the initial fundraising efforts; the City has not been involved in these contracts to date, and

NOW, THEREFORE, in consideration of the mutual promises set forth below, City and Campaign acknowledge the following:

The City agrees to enter into contracts necessary to support the Campaign fundraising effort, in an amount not to exceed the remaining \$39,900 in budgeted campaign costs, or 15% of the total amount of funds raised if the fund-raising effort generates more than \$409,900. The City agrees to confer with the Campaign prior to entering any such contracts, and seek the Campaign's consent on the identity of consultants and scope of work.

The Campaign agrees to reimburse the City for the actual direct costs of the fundraising contracts.

Base Enhancements: If the Campaign is able to contribute \$350,000 toward the construction of the Library, City agrees the Library will include:

- A fireplace and fireplace furniture,
- Community Room: large screen, comfortable stackable chairs, tables, kitchenette with standard features
- Children’s Area upgrades like interactive literacy materials, and comfortable seating for parents
- Teen Area audio/visual upgrades, screens and comfortable seating like beanbag chairs
- Café type tables and seating in The Gallery
- Media Room screen
- Outdoor Porch adjacent to Children’s room and high quality deck furniture.
- Large Meeting Room screen

Added Enhancements: If the Campaign contributes more than \$350,000, but less than \$500,000, the Parties agree that 50% of the funds above the \$350,000¹ level will go toward library construction and 50% will go to library enhancements including:

- Computer upgrades in Children’s Area and Teen Room
- A trellis over the Outdoor Porch
- 3D printer
- Enhanced furnishings, both interior and exterior spaces
- Enhanced opening day collection

Additional Fundraising: If the Campaign contributes more than \$500,000, the Parties agree that 50% of the funds above the \$500,000² level will go toward library construction and 50% will go to future Capitola Branch Library programing and library needs

Library Naming Rights: The Parties agree that the numbers above do not include the possible \$2 million for the building name, which the City has already indicated would be allocated 50% toward construction costs and 50% toward an endowment for the Library.

Relationship of Parties; No Agency: City and Campaign are each independent entities, and this MOU does not create a separate, distinct legal entity. Each Party shall, at all times, remain an independent entity solely responsible for all the acts and omissions of its employees or agents, including any negligent acts or omissions. Campaign shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of the Campaign. The Campaign shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

No Third-Party Beneficiaries; Nothing in the MOU is intended to create a right in the public, or to any member thereof, as a third-party beneficiary hereunder, nor is any term and condition or other provision of the MOU intended to establish a standard of care owed to the public or any member thereof.

¹ For example, if the Campaign raises \$400,000 in net funding, the first \$350,000 will go to the Base Enhancements, and \$25,000 will go toward the Added Enhancements and \$25,000 will go toward library construction.

² For example, if the Campaign raises \$600,000 in net funding, the first \$350,000 will go to the Base Enhancements, \$125,000 will go toward the Added Enhancements, \$50,000 will go to future Capitola Branch Library programing and library needs, and \$175,000 will go toward library construction.

Mutual Indemnification: Notwithstanding the foregoing to the fullest extent permitted by law, the parties to this MOU agree to exonerate, indemnify, defend, and hold harmless one another (including, without limitation, their officers, agents, employees, and volunteers) from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which the parties may sustain or incur or which may be imposed upon them as a result of honoring their respective intentions set forth in this MOU, excepting any liability arising out of the sole negligence of one of the parties. The Parties agree that the Campaign shall be liable for no more than the amount of funding raised. The Campaign agrees to purchase insurance for any event that is sponsored by the Campaign where alcohol is served. Such insurance shall have a \$1 million limit per occurrence and \$2 million aggregate.

Dated: _____, 2017 CITY OF CAPITOLA

By: _____

Its: City Manager

Dated: _____, 2017 CAPITAL CAMPAIGN FOR THE CAPITOLA BRANCH LIBRARY

By: _____

Its: Chairperson