

Araiza, Fatima

From: Adriana Yazmin Martinez [REDACTED]
Sent: Sunday, May 05, 2024 9:01 PM
To: eComment
Subject: Arts Funding-Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Greetings Mayor and City Council,

I am writing to you today to make a public comment in support of arts funding in our city.

As a grantee from an Investing in the Artist Grants, I feel the need to advocate for the city to fund the 1 million dollars a year. The grant I received helped to bring programming to senior citizens, a community that is under served. I also like to remind ya'll, that you have one library in the city. There are few creative outlets and community spaces for residents of Santa Ana to begin with, there needs to be a more robust arts budget in the city.

As someone who originally came to the city and got involved with the artists community through Artwalk, I find it essential to fund Artwalk. I hope that it continues to bring folx to the city, but in particular artists who are looking for a place of inspiration and opportunity. In working closely within the community, there are a lot of local young artists who need access to creative workshops and other opportunities that can expose them to the arts world. Access to the art can not only come through private schools in the area, artwalk and these cultural driven events need to continue to be funded.

There is already an Arts Culture Master Plan that can be put into action if funding were more available to us. New and private development should help in funding the arts. I am also requesting that the Bowers Museum is reviewed, I was surprised to hear how much funding they have access to. I love the programming they do at the Bowers but with the money they get they should be doing twice as much as they are currently doing.

The Arts and Culture Department is lacking in the ability to really help artists and with the lack of funding we are really struggling out here to continue to do the work that needs to be done. I hope you consider my statement and find a better way to fund and support the artist.

I appreciate your consideration.

--

Adriana Martinez

Araiza, Fatima

From: Owen Ela [REDACTED]
Sent: Monday, May 06, 2024 10:10 AM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Dear Mayor and City Council,

As a Santa Ana resident and business owner, I am reaching out today to express my fervent support for the robust funding of arts initiatives within our city.

It is imperative that we collectively advocate for the preservation and enhancement of our cultural landscape. To this end, I urge all stakeholders to rally around the following key points:

1. **Artists Grants and Event Sponsorships:** We propose that the city allocate a substantial sum of 1 million dollars annually towards artist grants and event sponsorships, ensuring the sustained vitality of our artistic community.
2. **Artwalk:** Direct funding for Artwalk should be prioritized within the city's budget on an annual basis, recognizing its integral role in fostering artistic expression and community engagement.
3. **New and Private Development:** We advocate for a progressive measure whereby 1% of funding from each new private development in the city is allocated to bolster the arts budget, underscoring our commitment to the enrichment of cultural endeavors.
4. **Full Funding of the Arts Culture Master Plan:** It is imperative that the Arts Culture Master Plan receives full financial support from the city, as outlined in our comprehensive strategy for advancing the arts within our community.
5. **Arts and Culture Department:** The importance of adequately funding the Arts and Culture Department cannot be overstated, as it serves as the cornerstone for the promotion and preservation of our rich cultural heritage.

The context surrounding this plea is dire. With the cessation of federal funding that previously sustained crucial grants for artists and organizations, coupled with the city's neglect of the Arts and Culture Master Plan for over six years, the future of arts funding hangs precariously in the balance.

Over the past years, direct arts funding has yielded immensely positive impacts on our city's cultural vibrancy and economic development. However, recent developments, such as the depletion of Covid federal funding earmarked for event sponsorships, underscore the urgent need for sustainable, long-term investment in our arts ecosystem.

It is disheartening to note that Santa Ana, despite its rich cultural tapestry, lags behind other cities in Orange County in terms of arts funding. While grassroots organizations and individual artists receive a mere 400K annually, institutions like the Bowers Museum enjoy subsidies surpassing the million-dollar mark.

In light of these disparities, I urge you to prioritize the allocation of resources towards the arts, ensuring that our city remains a beacon of creativity and cultural vitality for generations to come.

Sincerely,

Owen Ela

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Araiza, Fatima

From: Maggie Baranick [REDACTED]
Sent: Monday, May 06, 2024 10:47 AM
To: eComment
Subject: Arts funding-Item 30 Fiscal Year 2025-25 budget work study session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Dear Mayor and City Council,

As a Santa Ana resident and business owner, I am reaching out today to express my support for the funding of arts initiatives within our city.

It's imperative that we advocate for the preservation of the arts and rally around the following:

1. **Artists Grants and Event Sponsorships:** We propose that the city allocate a substantial sum of 1 million dollars annually towards artist grants and event sponsorships, ensuring the sustained vitality of our artistic community.
2. **Artwalk:** Direct funding for Artwalk should be prioritized within the city's budget on an annual basis, recognizing its integral role in fostering artistic expression and community engagement.
3. **New and Private Development:** We advocate for a progressive measure whereby 1% of funding from each new private development in the city is allocated to bolster the arts budget, underscoring our commitment to the enrichment of cultural endeavors.
4. **Full Funding of the Arts Culture Master Plan:** It is imperative that the Arts Culture Master Plan receives full financial support from the city, as outlined in our comprehensive strategy for advancing the arts within our community.
5. **Arts and Culture Department:** The importance of adequately funding the Arts and Culture Department cannot be overstated, as it serves as the cornerstone for the promotion and preservation of our rich cultural heritage.

The city's neglect of the Arts and Culture Master Plan has placed the future of the arts in a precarious spot. Santa Ana, lags behind other cities in Orange County in terms of arts funding despite its rich cultural heritage. Direct arts funding has yielded immensely positive impacts on our city's cultural vibrancy and economic development. I urge you to prioritize the allocation of resources towards the arts, ensuring that our city remains a beacon of creativity and cultural vitality for generations to come.

Sincerely,
Maggie Baranick

Araiza, Fatima

From: Joy Fire <[REDACTED]>
Sent: Monday, May 06, 2024 12:27 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Greetings City Council Members,

Thank you for listening to and reading public comments from concerned community members like me. I moved to Irvine in 2014 and had somewhat of a difficult time adjusting to this new environment. When I finally found out about the art walk in Santa Ana and started attending I knew this was something special, and Santa Ana quickly became the center of my community and a place where I could feel at home in Orange County. It is the unique artistic and entrepreneurial nature of the city, which has been cultivated by Santa Ana locals, that makes this place such a jewel. And a large part of what has supported that entrepreneurial and creative local community is funding for the arts. I have rented a small studio space in Santa Ana for several years now, this city is one of the few places in Orange County that has these kinds of artistic spaces available. I do everything I can to participate in and support my community, acknowledging the work and struggle of so many others who have been here long before me and have worked so hard to make this city what it is. It is already getting more and more expensive to live and work in Santa Ana for artists and creatives, and if these people are pushed out Santa Ana will lose what makes it special. In order to continue to cultivate the beauty of this community I urge you to consider the following.

1. Sponsor artist grants and events. The work of artists and the unique events that are hosted in Santa Ana draw people here, which grows the economy.
2. Fully fund artwalk. This is so important to me, as it is what brought me to the city and how I was first introduced to the incredible creative community here. If you lose artwalk I am afraid you will lose the soul of Santa Ana.
3. Tax new developments in Santa Ana and give that funding to the arts budget. We all know housing is a huge issue in California in general, so we do need new development. But giving a small percentage of funding from these developments to go towards the arts will help to maintain the artistic beauty of the city that makes people want to live here in the first place.
4. Fund the Arts Culture Master Plan fully. In comparison to other cities in Orange County Santa Ana has a small budget for the arts, and look what the community has been able to do with that! More funding for this master plan will allow artists and artistry to truly flourish.
5. More funding for the Arts and Culture Department. Again, the arts are the beating heart of this community and what draws people here from all over Orange County. Fully funding the Arts and Culture Department will strengthen and support the incredible creative diversity of the Santa Ana community and all of the many grassroots arts organizations and individuals who make it the special place that it is.

Thank you again for your time considering these comments, and for your service to the city of Santa Ana.

Joy Fire

Pronouns: she/her

[REDACTED]
joyfireblacksmith.com

Araiza, Fatima

From: Yvonne Flores [REDACTED]
Sent: Monday, May 06, 2024 1:28 PM
To: eComment
Cc: Jose Flores
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and City Council,

I am writing to you today to make a public comment in support of robust arts funding in our city. Santa Ana is the heart of the County and the City must include Art in the City's 2024-25 Budget or get left behind in the Arts scene by other cities.

1. **ARTWALK** - I advocate for the city to fund Artwalk directly every year and that the Artwalk be redirected and held in the Artists Village instead of the East End as it is now.
2. **NEW AND PRIVATE DEVELOPMENT**
I advocate for the city to require 1% funding to be given to the arts budget from every new private development in the city.
3. **ARTISTS GRANTS AND EVENT SPONSORSHIPS** - I advocate for the city to fund this at 1 million dollars a year.
4. **ARTS CULTURE MASTER PLAN** - I advocate that the city fully fund an Arts Culture Master Plan. Compared to other cities in Orange County who lack the vibrant and organic arts and culture, Santa Ana has one of the smallest budgets in the county.
5. **ARTS AND CULTURE DEPARTMENT** - I advocate that the city create and fund an Arts and Culture Department that will help lead the city in Arts and Culture.
6. **BOWERS MUSEUM** - For 2023/2024 The Bowers Museum received a subsidy of \$1,674,210. I advocate that you reduce the amount given to Bowers Museum and cap it at \$1M per year, which would allow you to provide \$674,210 to Arts throughout the rest of the city. Stop giving all the money to Bowers Museum and share the wealth throughout the city and to all artists within the city.

Respectfully,

Yvonne Flores
Resident and Business Owner
Artists Village, Santa Ana

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Araiza, Fatima

From: Jeff Jensen <[REDACTED]>
Sent: Monday, May 06, 2024 5:24 PM
To: eComment
Subject: Arts Funding- Item 30 FY 24-25 Budget work study session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Good Evening City Council and Staff,

Fully fund Artwalk. Downtown Santa Ana & the Artist village will not be what it is without the Artwalk. Not sure why this monthly event is not already a fully funded item from the city since it has big potential to draw huge crowds and generate tax revenue. Also, we need to make sure we are not ticketing everyone visiting Downtown for events like Artwalk, Tamale Fest and City De Mayo. These events bring people in that may have never been down here before and WE WANT THEM TO COME BACK.

Bowers funding. Relook at the money going to the Bowers. Take a look into the vendors that they are using that are not from Santa Ana and paying with the money they are getting from Santa Ana.

Fund the arts culture master plan. 2015-2025.

Fund the Artist grants and event sponsorships with at least 1 million. This will put a spotlight on the upcoming artists from the local area and start economic development with different events that can be curated here in our own city before other cities pick up what we stop doing.

Thank you,

JJ

Jeffrey Jensen

Chapter One: the modern local
227 N. Broadway
Downtown Santa Ana, CA 92701
(714) 352-2225 MAIN
www.chapteronetml.com

Araiza, Fatima

From: Harley B [REDACTED]
Sent: Monday, May 06, 2024 6:11 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-2025 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and City Council,

I am writing a public comment in support of robust arts funding in the city of Santa Ana

There should be a minimum of 1 million dollars for artists grants and event sponsorships

The city should directly fund the artwalk, it's a huge cultural necessity and brings lots of business.

A minimum of 1% funding from every new private development should be given to the arts.

Please fully fund the arts culture master plan as it has not been for 6 years.

Please hire a grant writer for the arts and culture department so they can find more funding for the arts in addition to the funding stated above.

Please request a review of Bowers Museum funding; they receive 1 million dollars every year that should be centralized and equitably shared through the Santa Ana arts community.

Thank you

- Harley

Sent from my iPhone

Araiza, Fatima

From: Tim Johnson <tjohnson@jlkrlp.com>
Sent: Monday, May 06, 2024 6:36 PM
To: eComment; Amezcua, Valerie; Lopez, Jessie; Bacerra, Phil; Penaloza, David; Hernandez, Johnathan; Phan, Thai; Vazquez, Benjamin
Cc: Downs, Kathryn
Subject: Item 30- Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor Amezcua, Mayor Pro Tem Phan, my Ward 3 Councilmember Lopez and all of our City Council (cc Dir Downs)...Whenever I see a budget item and I have time to review it, I will do my best to do so. Director Downs has been putting together some good information for the council including a pretty snazzy looking presentation! You have listened and given feedback.

The Council appears to be concerned about the impending sunset of Measure X- I am hearing discussion from the dais about it. That is encouraging. I feel like I have been making some of these same comments over the past years about getting ready for the sunset of Measure X. In fact, I just did an email search, and my recollection is correct...almost since the beginning of the increased sales tax generated by Meas X, I have been saying that "now is the time" to get ready for the sunset. Pretty much every year, multiple times a year. Well, if yesterday was the best time to get ready for it, the next best time is today.

It is easy to say that we need to get ready. It also feels good to fund expanding programs in our city. No one want to cut services. Services is what our city provides to our residents. Residents want nice parks, streets, sidewalks, and other activities- this all costs money. I get it...truly I do.

No one wants to say...but, wait, can we afford it? Should we consider dialing it back or at least not expanding this particular program. Should we put aside money for the future when we know that revenue will drop?

We need to start having those difficult discussions. So urge you to try to think about what our city will look like and the services that our residents expect from the city, when Measure X revenue drops by over \$30M per year. Think how much easier it will be to have a gradual ramp down instead of a drastic cliff. When we save funding by increasing the general fund in something like a Measure X Sunset Stabilization Fund to where we are putting aside some revenue today in order to prepare for the future revenue drop but provide gradually reduced services, the impact will not be felt so drastically.

I would have preferred to have done this in years that we were seeing Meas X revenue increase but we had our chance at that in the past and chose not to do it. Now, Meas X is constricting a bit but we can still do this if we make it a priority.

Now, I know that many will say something like...just bring in more revenue. As Director Downs will tell, you bringing in the type of revenue that the drop Meas X will have, is likely near impossible right now. Sure, we can do some things that will marginally move the needle but it will not be the solution many think it is. The drop in revenue is quite simply too large.

I know the City is doing its best to try to focus its spending on one-time expenditures. I appreciate how the presentations, including the one you have in hand now, highlights the one time nature of certain items. However, when we are spending one time money year after year, then it starts to feel like a recurring expenditure. If you really think it is one time spending, then try to do a rolling rotation of expenditure blackouts from Meas X to see how one time

expenditures feel in our community. Or, at a minimum, do a mock budget of what a post sunset budget may look like. I think it will be eye-opening for us all.

We will need to do what we can do now to increase revenue in the future, but we also should really consider setting aside funds for the known revenue drop that will be coming. If we don't take those steps now, then we will either have drastic service cuts or the future council will be forced to go to the voters to choose to increase taxes on themselves. Either way though, we should be fiscally sound and doing things today that will positively impact the future.

I know that we will hear thoughts on spending money on some great programs while discussing the budget, but I implore you to balance that with the knowledge that we will have a huge drop in revenue in the future.

I look forward to hearing your thoughts on this.



Tim Johnson, CPA
Partner

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✉ tjohnson@jlkrlp.com

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Araiza, Fatima

From: Matt Williams [REDACTED]
Sent: Monday, May 06, 2024 8:13 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and city council,

I am writing to you today to make a public comment in support of robust arts funding in our city.

Notes and talking points:

1. Artists Grants and Event Sponsorships

We advocate for the city to fund this at 1 million dollars a year.

2. Artwalk

We advocate for the city to fund artwalk directly every year.

3. New and private development

1% funding to be given to the arts budget from every new private development in the city.

4. Fund the Arts Culture Master Plan fully

5. Arts and Culture Department

To act proactively and request sponsorships and funding from outside the city like every other department in the city does. Why doesn't our Arts and Culture Department do this already?
Lack of leadership? Infrastructure?

6. Bowers Museum

Request to review current processes and data. Redirect funding to be allocated directly and centralized within the Arts and Culture Department that will fund artist grants and event sponsorships directly.

Best Regards,
Matt Williams
Santa Ana Resident

Araiza, Fatima

From: Becky Black [REDACTED]
Sent: Monday, May 06, 2024 10:52 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and City Council,

I am writing to you today to make a public comment in support of robust arts funding in our city.

Putting the Bowers Museum over a 1 million dollar subsidy in contrast to local artists and grassroots efforts who receive between 2K to 20K in funding a year doesn't make sense in light of efforts made by the following local organizations:

Investing in the Artist Grants grantees and Projects:

Artesia Pilar Neighborhood Association - La Raza mural restoration project
Peggy Iguarte Public Art DTSA
Showtime Ballet - Dance shows for families and kids
VALA - Viet Film Fest
OCCCA - Orange County Center for Contemporary Art - Free Exhibits
OCSA - Orange County School of the Arts - Community Arts Festival
OCEAA - Orange County Educational Arts Academy - Storytelling Project

Event Sponsorship Grants:

Women's Day Fest
Noche de Altares
Day of the Dead
TamalFest
LibroMobil

Artwalk:

Direct economic development for DTSA business and artists
Promotes culture and community
Highlights local vendors and artists
Funds local bands and musicians
Showcases SAUSD Arts students with Boca de Era
Exhibitions that speak to our history, culture and people

I support the following expenses:

- 1) Artists Grants and Event Sponsorships - I advocate for the city to fund this at 1 million dollars a year.
- 2) Artwalk - I advocate for the city to fund artwork directly every year.
- 3) New and private development - 1% funding to be given to the arts budget from every new private development in the city.
- 4) Fund the Arts Culture Master Plan - fully
- 5) Arts and Culture Department - to act proactively and request sponsorships and funding from outside the city like every other department in the city does.

6) Bowers Museum - Request to review current processes and data. Redirect funding to be allocated directly and centralized within the Arts and Culture Department that will fund artist grants and event sponsorships directly.

Thank you,
Becky Black
OCCCA Member

Araiza, Fatima

From: Quyen Dinh <[REDACTED]>
Sent: Tuesday, May 07, 2024 7:46 AM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and city council,

I am writing to you today to make a public comment in support of robust arts funding in our city.

Arts funding in our city is in jeopardy. Despite having one of the best creative communities, we are lowest in arts funding compared to other cities in Orange County.

As an artist, I can see how our city has become a vibrantly creative community through previous artist grants and event sponsorships, especially for monthly artwalks.

I urged the city to resume arts funding so that our downtown culture can continue to flourish and thrive artistically, which in turns, brings in economic value and profit.

I, myself, am proud to be a part of this community and contribute to its creative environment by being a fulltime artist with open studio events here in downtown. I want to see this arts community continually supported so that we can make a good thing even better. Please resume and continue our funding as it will help the city in innumerable ways.

Thank you for your attention and consideration.

Sincerely,

Quyen Dinh
You can find my work on IG @the_parlor_workshop

Araiza, Fatima

From: Mire Molnar [REDACTED]
Sent: Tuesday, May 07, 2024 8:44 AM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and city council,

I am writing to you today to make a public comment in support of robust arts funding in our city.

I've lived and worked in Santa Ana off and on since I was born, 47 years ago. I am a daughter of an art professor who worked for 30 years at Santa Ana College and I am also an artist and musician. I worked at *Memphis at the Santora* when it was still on 2nd street and have enjoyed the art, LatinX culture, food and community that the unique downtown area provides. I currently reside in Ward 4, 92704 Santa Ana.

When the Santora building was sold and Memphis lost their discounted lease agreement and all of the artists, who had seeded the culture of DTSA for the past 10 years, were all kicked out, I witnessed a rich culture and community vortex be dismantled in front of my eyes. It was very heartbreaking.

Remarkably since then DTSA has managed to continue to be a hub for artists and a space for community. Some of my favorite events to go to with my family are Dia Day Los Muertos, PRIDE, Artwalk, Witchwalk (which doesn't happen anymore but was great) and to go see live music on the streets and eat yum street food.

I understand that from the City's perspective you are looking to bring in money. And even though some developers may think that all they have to do is rely on city or state subsidies for around 10 years, till the area is up and running with the buzz of gentrification so that then they can move in with fancy restaurants, apartments, hotels etc. But I would argue that once the support for local artists and community is gone, so is the heart and soul of the area and that without that piece, DTSA will turn back into the ghost town that it once was.

It's the arts and local community that bring the people who buy the food/drinks/events/rent in the area.

So I am asking you today to support the arts in Santa Ana. It is important to locals and it is important to business. Here is a list of requests I'd like the City Council to support:

1. **Artists Grants and Event Sponsorships**
We advocate for the city to fund this at 1 million dollars a year.
2. **Artwalk**
We advocate for the city to fund artwalk directly every year.
3. **New and private development**
1% funding to be given to the arts budget from every new private development in the city.

4. Fund the Arts Culture Master Plan fully

5. Arts and Culture Department

To act proactively and request sponsorships and funding from outside the city like every other department in the city does. Why doesn't our Arts and Culture Department do this already? Lack of leadership? Infrastructure?

6. Bowers Museum

Request to review current processes and data. Redirect funding to be allocated directly and centralized within the Arts and Culture Department that will fund artist grants and event sponsorships directly.

Please support the arts to keep our Santa Ana alive.

With much gratitude,
Miré Molnar

Graphic Designer
UC Irvine

Araiza, Fatima

From: Allen Moon <[REDACTED]>
Sent: Tuesday, May 07, 2024 4:44 AM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and city council,

I am writing to you today to make a public comment in support of robust arts funding in our city.

I moved to Santa Ana almost twenty years ago because of a robust arts and culture environment. Sadly, I have witnessed the rich environment slowly over these past years.

It's clear to me that the downtown environment has suffered in attendance and it is in direct correlation the the deteriorating amount of cultural activity.

Arts and culture *needs* funding to thrive. And, the downtown businesses need the artistic environment for them to thrive - it is hand in hand.

The responsible thing to do would be to ensure a rich cultural environment through the funding of cultural programs.

-Artwalk must be funded properly. It is the engine that drives the excitement of the city.

-Artists Grants and Event Sponsorship funding must return to previous levels to ensure that artists stay and work here.

-New development comes in large part because of the unique cultural environment Santa Ana has - they should invest in this with percentage funding in all new development projects.

-The Cultural Master Plan was created and was never funded. It's time to fund it.

Please do what needs to be done to ensure a vibrant cultural community.

Allen
[REDACTED]

Araiza, Fatima

From: Margo Alleman [REDACTED]
Sent: Tuesday, May 07, 2024 10:13 AM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

I have been really impressed in recent years with the flourishing artistic community in Santa Ana, from the monthly art walks, to the colorful murals, to the rich cultural experiences I happen upon regularly in public spaces. I have recently moved my artistic practice to Santa Ana for this very reason, and it would be a shame to see this lively community diminished. I know for a fact that many of my peers are drawn to Santa Ana for this very reason and visit regularly to partake in the arts and culture that the city offers.

A lot of the arts have benefited from federal Covid funding in recent years, and the evidence of that is clear. People want to live, work, and shop in beautiful vibrant communities. Funding the Santa Ana Art and Culture Department ensures that we can continue to make Santa Ana a destination for people all over Orange County to visit. As more people come, so does money and development. Therefore, it only makes sense that the funding for Artist Grants and Event Sponsorships come from new developments in the city. Artists are often looked over in society, but Santa Ana has the opportunity to pick up where the covid funding left off, and make sure that as development grows, so does our rich artistic community.

Cheers,
Margo Scout
(they/them)

Araiza, Fatima

From: katty torres [REDACTED]
Sent: Tuesday, May 07, 2024 11:23 AM
To: eComment
Subject: Arts Funding- Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

I'm writing to advocate for stronger financial support for the arts within our city. In my capacity, as a local business artist, I'm reaching out to emphasize the urgent need for substantial investment in our city's arts community. I strongly advocate for the city to allocate \$1 million annually toward funding Artist Grants and Event Sponsorships. Our Arts and Culture Master Plan has gone unfunded by the city for over six years. It's discouraging to observe that Santa Ana's budget for arts and culture remains the smallest among comparable cities in Orange County.

On the other hand, the Bowser Museum receives over one million dollars a year. Even with this, they've applied to receive artist grants for their projects and events. The question comes to mind; "Why do they still need public money?"

Contrasting the over one million dollar subsidy allocated to the Bowers Museum with the modest funding received by local artists and grassroots efforts, ranging from 2k to 20k in funding a year like;

-
-
- La Raza mural restoration project
-
-
-
- OCCCA- exhibitions and free workshops
-
-
-
- OCSA- Community Arts Festival
-
-
-
- Woman's Day Fest
-
-
-
- Day of the Dead
-
-
-
- Monthly Artwalk- promotes culture and community and highlights local vendors and artist
-

And these are only a few.

Best,
Katty Torres

Araiza, Fatima

From: Funday Collective [REDACTED]
Sent: Tuesday, May 07, 2024 11:36 AM
To: eComment
Subject: Arts Funding- Item 30 fiscal year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

I'm reaching out to champion increased financial backing for the arts in our city. As a local business artist, I'm highlighting the pressing necessity for significant investment in our city's artistic endeavors. I firmly advocate for the city to commit \$1 million annually towards supporting Artist Grants and Event Sponsorships. It's disheartening to note that our **Arts and Culture Master Plan has gone without city funding for over six years**. It's concerning that Santa Ana's budget for arts and culture remains the smallest among neighboring cities in Orange County.

In stark contrast, the Bowers Museum receives an annual subsidy exceeding one million dollars. Despite this substantial funding, they still seek artist grants for their projects and events. This raises the question: "Why is there still a need for public funding?" Comparing the substantial subsidy provided to the Bowers Museum with the modest funding received by local artists and grassroots efforts, ranging from 2k to 20k per year, prompts reflection.

Instead, invest in Artist grants and projects, event sponsorships, and Artwalk like:

- Peggy Iguarte Public Art DTSA
- VALA- Viet Film Fest
- TamalFest
- LibroMobil- Loteria at Bristol Mall
- DTSA ArtWalk - promotes culture and community, it highlights local vendors and artists, and directs economic development for DTSA businesses and artists.

And many, many more.

Thank you,
FundayCo.

Araiza, Fatima

From: Mike Limón <mlimon@oceaa.org>
Sent: Tuesday, May 07, 2024 12:31 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session
Attachments: Screenshot 2024-05-07 at 12.19.17 PM.png; Screenshot 2024-05-07 at 12.28.26 PM.png; Screenshot 2024-05-07 at 12.28.04 PM.png

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and city council,

I am writing to you today to make a public comment in support of robust arts funding in our city.

OCEAA received the SANTA ANA INVESTING IN THE ARTIST GRANT for the 2023-24 school year, which gave the OCEAA such a great opportunity to showcase something we've never done before to the greater Orange County community.

Below are a few bullet points about the tremendous impact this grant had:

1. This grant gave our 6th and 7th grade students the opportunity to showcase self-expression in a way they've never done before. This provided these young students with an opportunity to develop their confidence in front of a live audience, several times.
2. "I Contain Multitudes" was the show that was born out of this grant, the show made its debut on April 9th at UCI's Barclay Theater and it had an encore performance at the Santa Ana High School Theater on April 13th for OCEAA's Annual Ritmos Del Mundo show, which was received with rave reviews!
3. This program had newly created music, choreographed dance, vocals and very artistic touches, all which were created from the ground up. The OCEAA Librarian, through this grant, was also giving the opportunity to develop his professional capacity to grow these skills to be able to support these students, the Santa Ana community and the OCEAA community.
4. The origin of this inspiration came from the Covid-19 pandemic, and how students felt during that time, so this opportunity gave students a moment to reflect and grow past those challenging life events we all lived together.

We hope the City of Santa Ana continues to invest in our youth, which we are educating and developing to become our future leaders of tomorrow, today.

Attached are a few pictures of this program.

Best regards,

Mike Limón

Executive Director

Orange County Educational Arts Academy

825 N. Broadway Street

Santa Ana, CA 92701

O: 714-619-2966

C: 562-713-3544







Alcala, Abigail

From: Bryan Chang <bchang@dancemusicinitiative.org>
Sent: Tuesday, May 7, 2024 12:49 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Greetings mayor and city council,

My name is Bryan Chang and I am the Executive Director for an arts education nonprofit. We host free DJing lessons that are open to the public in Santa Ana on a weekly basis. We started in 2010 and have been hosting them in Santa Ana for the last 2.5 years.

We were recently awarded a modest grant from the Arts & Culture Department of Santa Ana. The funds have enabled us to offer our teaching volunteers a small stipend for their time/expertise, support the small business Santa Ana restaurant that hosts our classes by purchasing food and drink for teachers and performers, vinyl records for teaching, as well as infrastructural expenses. We've previously offered our programming in Irvine, Costa Mesa, Tustin, Garden Grove, and Newport Beach. Santa Ana has been the first city to offer support. For that we are immensely appreciative.

I am writing to you today to make a public comment in support of continuing this type of robust arts funding in our community. I hope the Arts & Culture Department of Santa Ana can continue making these grants available to arts organizations like ours.

I'd also like to call to attention the disparity of how Santa Ana allocates its arts funding by quantifying the amount of benefit each grant dollar confers.

As David Byrne poignantly wrote in his publication *How Music Works*, "Opera halls, ballets, and large art museums receive more funding... than do popular art and what might be considered popular music venues. This is because of the edifying value ascribed to such institutions by people of a privileged economic and social class..."

Case in point is that Santa Ana has the budget to offer a subsidy to the Bowers Museum of over \$1.6M for 2023/2024 (as it rightfully should), however disproportionately 4x the amount allocated to all grassroots arts organizations combined. An avid art seeker will most likely only attend Bowers once a year. That same person will likely participate in their local art resources monthly or even weekly. Conservatively estimating, small organizations are getting 12x the participation rates for a quarter of the funding support.

Museums are undoubtedly an important hub for art and Santa Ana clearly values their contributions. However, locally run arts organizations are vital to a city's culture and have the potential of reaching more people on a regular basis. Especially organizations that empower residents of the city to participate directly in the arts, versus just being a spectator. I'm asking for Santa Ana to value impact over prestige.

Sincerely,

Bryan Chang

--

Bryan Chang :: Founder & Executive Director :: Dance Music Initiative, a 501(c)(3) nonprofit :: EIN 81-1315116 :: 909-210-3464 :: www.dancemusicinitiative.org

--

Bryan Chang :: Founder & Executive Director :: Dance Music Initiative, a 501(c)(3) nonprofit :: EIN 81-1315116 :: 909-210-3464 :: www.dancemusicinitiative.org

Ibarra, Evelyn

From: Alicia Rojas <[REDACTED]>
Sent: Tuesday, May 7, 2024 1:31 PM
To: eComment; Amezcua, Valerie; Bacerra, Phil; Penaloza, David; Phan, Thai; Lopez, Jessie; Hernandez, Johnathan; Vazquez, Benjamin
Cc: Debra Russell; Indigo Vu; MacNair, Robyn; Joese Gloria; drsusiellopezguerra@gmail.com
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session
Attachments: BOWERS MUSEUM - 2001 AMENDED _ OPERATING AGMT.pdf

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor, City council and arts commission,

My name is Alicia Rojas, I am a local community artist residing in ward 6 with a small business and studio in ward 5. I am writing to you today to make a public comment in support of robust arts funding in our city. **Arts funding in our city is in jeopardy.** Federal funding that has sustained grants that go directly to artists and organizations has come to an end. **The city has not funded our Arts and Culture Master Plan for over 6 years.** The arts funding that goes directly to local artists and local organizations has made a great and positive impact on our city and our economic development in the last years.

For the last 3 years, the arts and culture department has been able to award event sponsorships through Covid federal money (Revive Santa Ana) in the amount of 300k a year and that funding has now run out. **How can we make sure that the city now adopts these small event sponsorships in our permanent city budget?**

For the last 9 years, the arts and culture department has been able to award individual artist grants in the amount of 100k a year.

Compared to other cities in Orange County that lack vibrant and organic arts and culture, Santa Ana has one of the smallest budgets in the county. In comparison the City of Irvine arts budget is around 2.5 million dollars a year.

The total funding for the arts that goes directly to artists and grassroots organizations is 400K a year. Compared to a staggering subsidy of over one million dollars that the Bowers Museum receives yearly since 1987. For 2023/2024 The Bowers Museum received a subsidy of \$1,674,210

Why does our city prioritize funding and subsidizing the Bowers Museum for 37 years and not equally fund our arts infrastructure, artists' grants, or master plan?

The Bowers Museum has been subsidized by taxpayers since 1987 (see attached LA Times article and Contract amendment of 2001) amounting to over 34 million dollars over the years. Even with this subsidy, the Bowers Museum has also applied to get a piece of the art grants for their projects and events receiving an extra 5K from our events sponsorships for their Lunar Festival. The Bowers also occupies various city-owned buildings without paying a lease, as we also give them yearly funding to subsidize their operation budgets and we have also allotted them extra funding for building maintenance.

Isn't 37 years of subsidies enough? Can we please end these inequities and focus on our master plan that included vast community engagement about what the arts and culture in our city should look like?

Does the Bowers Museum hold more power than over [400 residents and arts leaders that participated in the creation of the master plan?](#)

The Bowers Museum is supposed to meet with the City Manager's office every year during February to request a budget from the city. Has this taken place in 2024? How much are they requesting? Can you please make this public and invite feedback from the community?

Also, why would they request more funding from the city by submitting proposals to obtain event sponsorship grants after receiving most of our arts budget? Triple dipping into tax payers money?

How is access to this funding equitable to local artists and grassroots organizations and events that serve the residents directly?

Why do they still need this public money when they have a huge million-dollar endowment?

How is this funding allotted?

What is the process Bowers Museum has in order to receive this public funding?

What is the money used for?

How does it benefit the community?

What opportunities have they created to mentor and showcase local artists?

How many tours, and workshops have they given per year to SAUSD students?

How many residents attend the Bowers on free resident Sundays?

Besides their free Sundays for Santa Ana residents, some of this funding has actually come from corporate sponsors like Target and Museum Day from the state of California.

Putting the Bowers Museum over 1 million dollar subsidy In contrast with local artists and grassroots efforts that receive between 2k to 20k in funding a year like:

Investing in the Artists Grants grantees and Projects: (Few samples)

Artesia Pilar Neighborhood Association - LA RAZA mural restoration project

Peggy Iguarte Public Art DTSA

Showtime Ballet - Dance shows for families and kids free of charge

VALA - Viet Film Fest

OCCCA - Orange County Center For Contemporary Art - Exhibitions and free workshop for kids

OCSA - Orange County School of the Arts - Community Arts Festival

OCEAA - Orange County Educational Arts Academy - Storytelling Project

Event Sponsorships Grants:

Woman's Day Fest - Organized by local women

Noche de Altares - El Centro

Day of the Dead - Calacas

TamalFest - FeelGood Events
Among many, many others.

Artwalk: (Event grant awardee)

Direct economic development for DTSA business and artists
Promotes culture and community
Highlights local vendors and artists
Funds local bands and musicians
Showcases SAUSD Arts students with Boca de Oro
Exhibitions that speak to our history, culture and people

I would like to request and advocate for the following.

- **Artists Grants and Event Sponsorships**
We advocate for the city to fund this at 1 million dollars a year.
- **Artwalk**
We advocate for the city to fund art walk directly every year.
- **New and private development**
We advocate 1% funding to be given to the arts and culture budget from every new private development in the city.
- **Fund the Arts Culture Master Plan fully**
The city Arts Master plan has not been funded for over 6 years.
- **Arts and Culture Department**
To act proactively and request sponsorships and funding from outside the city like every other department in the city does. Hire a grant writer for the city arts and culture department.
- **Bowers Museum**
Request to cancel the 37 year old subsidy the city has given the Bowers Museum immediately.
Request to redirect this arts funding to be allocated directly and centralized within the Arts and Culture Department that will fund artist grants and event sponsorships directly and our Arts and Culture Master Plan.

I thank you for taking the time to have a proactive and healthy discussion on the state of the arts budget in our city and adopt a more robust budget that is equitable and supports the vibrant arts and culture community in our city.

We can not continue to give 80% of our arts budget to just one entity, the Bowers Museum.

Sections

Los Angeles Times

Focus mode

ENTERTAINMENT & ARTS

Who Owns the Bowers Museum?

By CATHY CURTIS 

Feb. 4, 1990 12 AM PT



The city of Santa Ana ran the Bowers Museum for 51 years until 1987, when it appointed the nonprofit Charles W. Bowers Museum Corp. to manage the institution's day-to-day affairs. The city still owns the museum and gives it an annual \$1-million stipend, but the eventual goal is to make the corporation support itself.

Meanwhile--"inadvertently," according to Bowers board President Arthur V. Strock--"there were some clauses in the agreement between the board and the city that puts long-term grants at peril. (In 2008), all the assets of the museum, present and future, revert to city ownership. . . .

"It's hard to go to an individual or institution and say, 'Gee, we'd like you to give us \$1 million to build a gallery or to buy a painting, with the knowledge that we can't assure control of it for the indefinite future. It was a mistake on everybody's part."

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May 2, 2024

City Atty. Edward J. Cooper, however, said the agreement between the city and the Bowers Corp. "protects the continuing operation of the museum" by providing "an incentive for the corporation to prove itself."

The 20-year agreement works like this, Cooper said:

For the first 10 years, the Bowers receives the same operating budget from the city (basically, the amount it received in 1987, plus a cost-of-living adjustment). For the succeeding 10 years, the city handout will be reduced by 10% yearly, until the museum is running completely on money from other sources.

If the corporation is unable to run the museum, control will revert to the city.

Cooper said the city "would probably know by the 15th year whether or not the Bowers was able to stand on its own two feet. I think it's reasonable to say that the Bowers Corp. would then receive a very long-term lease" from the city.

But in the meantime, Cooper added, donors should have no qualms about the long-term future of their gifts. A donor may specify that any gift be used only by the Bowers Corp. and that it be returned if the museum reverts to city control.

"We would encourage donors to become actively involved," he said, "and simply make that a term or condition of the donation."

Respectfully,

Alicia Rojas
Community Artist

www.alicia-rojas.com

we are fertile land-- somos tierra fértil

INSURANCE ON FILE
WORKSHEET
UNTIL 6-30-2003
CLERK OF COURTH
DATE: 6-30-01

AMENDED AND RESTATED OPERATING AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of June, 2001, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California, hereinafter referred to as "City," and the Charles W. Bowers Museum Corporation, a California nonprofit public benefit corporation, hereinafter referred to as "Corporation."

RECITALS

- A. The Charles W. Bowers Memorial Museum (the "Museum") is owned by the City and operated by the Corporation in accordance with the terms of this Agreement and a conveyance in trust by the late Charles W. Bowers and his wife Ada Bowers (the "Bowers Trust"). The Museum is composed of several buildings and other improvements located at 2002 North Main Street (the "Premises"). Under separate agreements, the Corporation leases a parking lot from the Santa Ana Community Redevelopment Agency immediately south of the Premises as well as a childrens' museum adjacent thereto.
- B. The Corporation is a non-profit public benefit corporation organized and existing under the laws of the State of California for the purpose of managing and operating the Museum.
- C. The City and the Corporation entered into that certain Agreement dated April 20, 1987 for the purpose of establishing a program whereby the Corporation would undertake full operation and maintenance of the Museum on behalf of the City for a period of twenty years. The Agreement was amended in 1993, among other things, to grant the Corporation the option to extend the term of Operating Agreement. The Agreement was also amended in 1999 to extend the term five years and to modify the terms of the City operating assistance. The Agreement as amended in 1993 and 1999 shall hereafter be referred to as the 1987 Operating Agreement.
- D. Under the terms of the 1987 Operating Agreement, the Corporation agreed to be fully responsible for the cost of both operating the Museum and maintaining the Premises. In exchange for the license to operate and maintain the Museum, the City agreed to provide operating assistance, which would increase in accordance with the cost of living for the first ten years, and then decline to zero over the second ten years. The 1999 amendment caused the operating assistance to be stabilized for a period of five additional years before beginning to decline.
- E. The City and the Corporation have now determined that it is not economically feasible for the Corporation to operate the Museum at a mutually acceptable level of programming and maintain the Premises appropriately without permanent economic participation by the City.
- F. The Corporation also leases or licenses three other facilities from the Community Redevelopment Agency of the City of Santa Ana which are part of the overall operations of the

Museum. They are the Bowers Kidseum located at 1802 N. Main Street, the Bowers Museum Parking Lot located at 1900 N. Main Street and a storage facility located at 430 E. Third Street. While these facilities, hereafter collectively referred to as the "Associated Properties", are not part of this Agreement, the City and the Corporation desire to reflect the costs of operation of those facilities within the overall costs of the Museum.

G. Under this Amended and Restated Operating Agreement the parties propose to restate the Agreement to (1) extend the Term of the Agreement, (2) to provide that the City's operating assistance will be fixed annually at the cost for repair and maintenance of the Premises, (3) to provide for City funding of Capital Repair and Replacement, as necessary; and (4) make certain other technical modifications to the Agreement.

WHEREFORE, for and in consideration of their mutual and respective covenants and promises hereinafter set forth, and subject to the terms and conditions of this Agreement, the parties hereto do hereby agree as follows:

ARTICLE 1 PRELIMINARY MATTERS

§ 1.01 Definitions

As used in this Agreement, the following terms shall have the following meanings:

- (a) "City" means the City of Santa Ana, California.
- (b) "City Council" means the City Council of the City.
- (c) "City Manager" means the City Manager of the City.
- (d) "City Attorney" means the City Attorney of the City.
- (e) "Clerk of the Council" means the Clerk of the Council of the City.
- (f) "Corporation" means the Charles W. Bowers Museum Corporation, a California nonprofit public benefit corporation.
- (g) "Board" means the Board of Governors of the Corporation.
- (h) "Museum President" means the chief executive officer retained by the Corporation to manage and operate the Bowers Museum.
- (i) "Premises" means the land shown on the map attached to this Agreement as Exhibit

A, and incorporated herein by reference, together with all improvements thereon.

- (j) "License" means the license specified in Section 2 of this Agreement.
- (k) "Commencement Date" means May 1, 1987.
- (l) "Term" means a period of thirty-nine (39) years from and after the Commencement Date, and any extended term occurring by reason of the Corporation's exercise of the option herein granted in Section 2.02.
- (m) "Capital Repair and Replacement" shall mean periodic upgrade and/or replacement of items or systems maintained and repaired by the Corporation pursuant to Section 1.01(n) exemplified by such things as replacement of roofs, repainting of exterior walls and replacement of floor coverings, replacement of worn climate control components such as compressors, fans, motors, etc.; repaving of parking lots; replacement/upgrades of doors, stairs, ramps, etc due to changes in access or other legal requirements; and replacement of elevator motors, controls and components.
- (n) "Regular Maintenance and Repair" shall mean costs for labor [including Allocable Internal Administrative Costs] and materials for:
 - (1) all cleaning, janitorial and landscape maintenance services for the Premises [which shall include waste management, trash removal and vermin control];
 - (2) maintenance and repair of climate control systems and equipment [such as replacement of filters, coolants, repair of minor leaks, cleaning of ducts, replacement of registers and adjustment of balancers];
 - (3) maintenance and repair of electrical and lighting systems and circuits [such as replacements of bulbs, ballasts, and fluorescent tubes, repair/replacement of circuit breakers, electrical outlets, lighting fixtures and diffusers];
 - (4) maintenance and repair of plumbing systems [such as repair/replacement of bathroom fixtures, drinking fountains, landscape irrigation, fire sprinkler heads];
 - (5) maintenance and repair of roofs and drainage systems [such as regular inspection and repair of minor or periodic roof leaks, cleaning of all gutters, downspouts and surface drainage systems];

- (6) maintenance and repair of signs, windows and doors [such as replacement of broken or cracked windows, and repair of broken or worn interior and exterior doors and hardware including locks];
 - (7) maintenance and repair of elevators [such as all routine inspection and upkeep, minor repairs and payment of maintenance contracts];
 - (8) maintenance and repair of telecommunications and security systems [such as maintenance/repair/replacement of telephone instruments, wiring, and switches, and maintenance/repair/replacement of all elements of any electronic/automatic security system];
 - (9) maintenance and repair of parking lots and patios and courtyards including landscaping [such as cleaning, inspecting and repairing of minor cracks in asphalt and sidewalks (other than public rights of way), restriping parking spaces and posting of all parking signs and controls, gates etc., repair/replacement of handrails and safety and directional lighting, and replacement of dead or diseased plants and trees (other than mature trees)];
 - (10) maintenance and repair of interior and exterior walls and floor surfaces [such as painting and repainting of interior walls, doors and trim, removal of graffiti and minor repainting of exterior walls due to repair of minor damage, and cleaning and repairing of carpeting and other floor coverings]; and,
 - (11) payment of all utility costs for water, gas and electricity, but excluding telecommunication;
 - (12) premiums for third party personal injury and property damage insurance for losses arising from the operation of the Museum and/or conditions of the Premises.
- (o) "Allocable Internal Administrative Costs" shall mean Six Hundred Seventy Two Thousand Dollars (\$672,000) of the Corporation's total payroll and benefit costs for labor, adjusted annually according to the Consumer Price Index for All Urban Consumers (CPI) during the prior twelve (12) month period for the Los Angeles-Long Beach-Anaheim area.)

§ 1.02 Status of Corporation

(a) By its execution of this Agreement, Corporation warrants that it is duly incorporated under the laws of the State of California and that true and correct copies of its Articles of

Incorporation and Bylaws and a true and correct listing of Corporation's governors and officers and their terms of office, certified as such by Corporation's Secretary, have been filed with the Clerk of the Council.

(b) By its execution of this Agreement, City accepts and agrees to the organization of the Corporation as set forth in the above said Articles of Incorporation and Bylaws.

§ 1.03 Compensation of Board Members and Meetings

(a) The members of the Board shall serve without compensation other than reimbursement for expenses incurred by them in the course of the performance of services for the Corporation when authorized by the Board.

(b) The Corporation shall conduct its board meetings in accordance with applicable law.

§ 1.04 Changes in Governors and Officers, Articles and Bylaws

The Corporation shall notify the Clerk of the Council of any change in the membership of Board and any change in the officers of the Corporation. Any amendment of the Corporation's Articles or Bylaws shall be filed with the Clerk of the Council.

§1.05 City Representation on the Board

The City Manager or his/her designated representative shall be entitled to attend all meetings of the Board and to participate in the discussions of the Board to the same extent as the members of the Board, and Corporation shall assure that the City Manager or his/her designated representative is provided with reasonable advance notice of all meetings of the Board. Nothing herein shall be construed to provide the City Manager or his designated representative with any authority to make, second, or vote on motions, or to cause him to be counted for purposes of determining whether a quorum exists, at meetings of the Board.

§1.06 City Residents on the Board

At least two members of the Board shall be City residents. If the number of members who are City residents become less than two due to the death, resignation, or change of residence of a member, The Corporation shall not be in default under this section, provided, however, that the next member appointed to the Board shall be a City resident.

ARTICLE 2
LICENSE FOR USE AND OCCUPANCY
OF THE PREMISES

§ 2.01 Grant of License

City hereby grants to the Corporation, and the Corporation hereby accepts, a license for the occupancy and use of the Premises during the Term for the uses and purposes set forth, in this Agreement and subject to the terms and conditions of this Agreement.

§2.02 Option to Extend Term

The Corporation is hereby granted the option to extend the Term for two (2) ten (10) year periods following expiration of the initial term or any prior extended term, by giving notice to the City not less than one (1) year or more than two (2) years before expiration of the term to be extended, as applicable; provided however, that such notice shall be of no force or effect if at the time of notice the Corporation is in material default of this Agreement and such default is continuing.

§ 2.03 Additions and Alterations

Throughout the Term, Corporation shall make no substantial additions or alterations to the buildings and grounds except after providing the City Manager with an opportunity to review and comment upon the plans for such additions or alterations. The retention and enhancement of the current physical character and appearance of the buildings and grounds shall be a primary objective in determining the propriety of any proposed addition or alteration.

§ 2.04 Personal Property

The City and the Corporation agree that all personal property including, but not limited to, furnishings, equipment, exhibit materials and collection materials shall become the property of the Corporation for its use for purposes of this Agreement. The Corporation shall not sell or otherwise dispose of any such items other than in the ordinary course of business and consistent with good museum practices and procedures regarding de-accession. The Corporation shall maintain such property in good condition, reasonable wear and tear excepted.

Upon termination of this Agreement for whatever reason whatsoever, all right title and interest of the Corporation in all property referenced in this Section, including all items of personal property donated or loaned to the Corporation for museum purposes shall be turned over and become the property of the City, subject to such loan or trust agreements and/or conditions affecting the Corporation's ownership or use of such property. The terms and conditions of any such donation or loan shall prevail over any inconsistent term or condition of this Agreement.

ARTICLE 3
MUSEUM OPERATIONS

§ 3.01 Corporation's Undertaking to Operate Museum

Corporation hereby agrees to operate the Museum open to the public on the Premises during the Term, subject to the terms and conditions herein set forth.

§ 3.02 Operation and Maintenance-Standards

Corporation agrees that its operation of the said Museum shall be in accordance with the following standards:

(a) The Premises and the museum operations carried on thereon shall be known formally as the "Charles W. Bowers Memorial Museum" and referred to less formally as the "Bowers Museum." All operations shall likewise conform in all respects to all other requirements of that certain Trust No. 58, created the 26th of May, 1924, by C. W. Bowers and Ada A. Bowers, his wife, as Trustors, and the First National Bank of Santa Ana as Trustee.

(b) The Corporation shall display exhibits and conduct programs having artistic, scientific, cultural, or historic interest on the Premises. Such exhibits and programs shall be held open to the general public on a regular basis without regard to race, color, creed, religion, sex, marital status, national origin, or ancestry.

(c) The Corporation shall be responsible for all Regular Maintenance and Repair of the Premises and the Associated Properties..

(d) The Corporation shall be responsible for carrying out all Capital Repair and Replacement of the Premises and the Associated Facilities subject to funding approved by the City pursuant to Section 4.07 (e), unless otherwise agreed by the City and the Corporation.

(e) Corporation shall not permit any use of the Premises, except those authorized by this Agreement or by written authorization of the City Manager.

(f) Corporation will operate and manage the Museum in a competent and efficient manner at least comparable to other well-managed operations of the same type.

(g) The name "Bowers Museum" or "Charles W. Bowers Memorial Museum" and similar usages of the name Bowers in conjunction with a museum shall at all times remain the sole property of the City of Santa Ana, and right of the Corporation to use the name in connection with a museum, art gallery, exhibition or show shall be limited to the license for such use granted hereby.

Such right of use shall expire upon termination, for whatever cause, of this Agreement.

(h) The Corporation shall be responsible for retaining security personnel and systems to adequately protect the facility and collections.

§ 3.03 Permitted Activities

In addition to normal museum operations, under the license herein granted, Corporation may conduct or permit the following activities on the Premises:

(a) Events designed to raise funds for the benefit of the Museum or promote Museum interests.

(b) Meetings of persons involved in Museum activities.

(c) Events sponsored by the City of Santa Ana or by community organizations, subject to Corporation's normal scheduling procedures.

(d) The operation of a shop for the sale of books, artifacts or pictorial reproductions and similar items pertaining to Museum exhibits and programs or otherwise having artistic, scientific, cultural or historical interest.

(e) The operation of a restaurant provided that any agreement for such restaurant operation shall grant no rights any greater than those enjoyed by the Corporation under this Agreement, or operate as an assignment of any duties or rights of the Corporation under this Agreement. .

(f) The licensing or renting out of Museum facilities on an occasional basis for such activities as weddings, corporate parties and other events for which the public may want to rent all or part of the Museum.

§ 3.04 Museum Staffing Levels

(a) Corporation shall at all times retain sufficient active, qualified, competent staff to conduct the Museum operations. Corporation shall maintain supervision over such personnel to insure the maintenance of a high standard of service to the public. Corporation shall take appropriate action against any employee whose conduct is detrimental to the maintenance of such standard.

(b) Except as otherwise provided herein, all personnel retained by Corporation to perform services pertaining to Museum operations shall be employees or independent contractors of Corporation which shall be solely responsible for the terms and conditions of employment thereof

and for any and all wages, salaries, benefits and expenses due or owing thereto, and for any claims or liability arising out of the employment thereof.

(c) City and Corporation, by one or more separate agreements, may arrange for City officers and employees to perform services pertaining to Museum operations upon such terms and conditions as may be mutually agreeable to the parties. The City Manager and the Museum President are authorized to execute such agreements on behalf of City and Corporation.

§ 3.05 Exhibits and Materials and Collections

Corporation shall have full control over the custody, display, and storage and disposition of exhibit items, collections, and research materials on the Premises or stored elsewhere for future use on the Premises and shall bear sole responsibility for the protection of the same from damage, destruction, theft or loss. Corporation shall likewise have control and responsibility for the interior design and decoration of the buildings on the Premises as appropriate for the accommodation of exhibits.

ARTICLE 4
REPORTS AND RECORDS
AND COMPENSATION

§ 4.01 The Fiscal Year

Corporation's fiscal year shall be July 1 of each calendar year through June 30 of the following calendar year.

§ 4.02 Annual Budget and Program Report

At the time called for in §4.07(a), Corporation shall provide the City Manager with a copy of a detailed operating budget showing expected sources of revenue and the nature of all expected or proposed expenditures for the forthcoming fiscal year and a report on the proposed programs to be undertaken by the Corporation in the said forthcoming fiscal year. Included therein shall be the proposed maintenance and repair budget described in Section 4.07 for the purpose of allowing City to determine the compensation to be paid to Corporation pursuant to said Section.

§ 4.03 Annual Financial Statement and Audit

Within one hundred twenty (120) days following the end of each fiscal year, Corporation shall submit to the City Manager a complete statement of Corporation's revenues and expenditures and a financial audit for the preceding fiscal year prepared by an independent certified public accountant.

§ 4.04 Financial Records

Corporation shall keep, or cause to be kept, true, accurate and complete records, including double-entry books, a profit and loss statement, and a balance sheet, such that if possible at all times to determine the amount and nature of all revenues and expenditures. All expenditures and transactions shall be supported by documents of original entry such as sales slips, cash register tapes, and purchase invoice and receipts. All such account books, statements, balance sheets and supporting documents shall be retained by Corporation for a period of three (3) years after the end of the accounting year to which they pertain.

§ 4.05 Accounting Procedures

Corporation shall maintain a system of accounting according to Generally Accepted Accounting Practices.

§ 4.06 Inspection and Audit

(a) City shall be entitled, during the term of the License granted in this Agreement and for a period of one year following the termination of said License, to inspect and examine all of Corporation's books, statements, records, and supporting documents to ascertain the correctness of Corporation's financial statements. Any such inspection shall be conducted during normal business hours with prior notice to Corporation.

(b) City shall also be entitled during the Term and for a period of one year thereafter, but not more frequently than once in any one-year period, to an independent audit of Corporation's books, statements, records and supporting documents. Any such audit shall be at City's expense and shall be conducted during normal business hours at the location where Corporation's records are maintained.

§4.07 Management Compensation-Calculation

As compensation for the Corporation's services in operating the museum on the Premises pursuant to this Agreement, City agrees to pay annually to Corporation an amount equal to the estimated cost of maintaining the Premises pursuant to Sections 3.02 (c), above. For the Fiscal Year 2001-2002, the parties agree that the compensation shall be \$1,180,800.00. The amount of such compensation thereafter shall be determined each fiscal year by the City Council in accordance with the procedures set forth as follows.

(a) No later than February 15 of each year, the Museum President shall submit to the City Manager an estimated budget for the succeeding fiscal year intended to reflect the projected cost of Regular Maintenance and Repair as defined in Section 1.01 (o), above.

(b) Within 30 days of receipt of the proposed budget, the City Manager shall respond in writing to the Museum President with acceptance or rejection of the budget, or elements thereof. If the proposed budget is accepted by the City Manager, it shall be submitted to the City Council for approval, in whole or in part. If the proposed budget is rejected by the City Manager, the City Manager and the Museum President shall meet in good faith in an attempt to reach agreement on a budget. If they are unable to do so, the City Manager shall submit the Corporation's proposed budget to the City Council for approval, in whole or in part.

(c) In each fiscal year, once the amount of the annual compensation has been determined by the City Council, it shall be paid to Corporation in equal monthly installments, or in such other manner as is mutually agreed upon by the City Manager and the Museum President from time to time.

(d) In any event, the amount approved annually by the City pursuant to this Section shall be sufficient to reasonably permit the Corporation to meet its obligations set forth in Section 3.02 (c) and (d).

(e) The City and the Corporation hereby agree to promptly negotiate in good faith to reach agreement, separate and apart from this Agreement, on a schedule and funding program which will identify existing deferred Capital Repair and Replacement matters which will provide for them to be implemented within five (5) years. The City and the Corporation will devise similar continuing five (5) year plans for Capital Repair and Replacement to be paid from set aside funds for such purposes annually.

§4.08 Capital Expansion

Additions to, or upgrades of, the Premises beyond the levels existing at the time of this Agreement shall be subject to mutual agreement between the City Council and the Museum Board of Governors.

ARTICLE 5 INDEMNITY AND INSURANCE

§ 5.01 Indemnification

Corporation shall indemnify and save harmless City and its officers, agents and employees from and against any and all claims, demands, loss or liability of any kind or nature which City or its officers, agents, or employees may sustain or incur, or which may be imposed upon them or any of them for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with the occupancy and use of the Premises by Corporation, its officers,

agents, and employees, volunteers and visitors.

§ 5.02 Insurance Requirement Generally

Prior to the Commencement Date (except as hereinafter otherwise provided), Corporation shall obtain at its sole cost and file with the Clerk of the Council, and maintain throughout the Term, policies of insurance as required by this section and sections 5.03 through 5.06, or a certificate of such insurance, satisfactory in form to the City Attorney. Each such policy (except policies of Workers' Compensation Insurance) shall name City as an insured or additional insured and each liability insurance policy shall also name the officers, agents and employees of City as insureds or additional insureds. Each such policy shall also contain a provision that no termination, cancellation or change of coverage or (where applicable) of insured or additional insured shall be effective until after thirty (30) days notice thereof has been given in writing to City.

§ 5.03 Liability Insurance

Corporation shall provide a policy or policies of insurance which provides coverage not less than that provided in the form of a comprehensive general liability insurance policy against liability for any and all claims and suits for damages or injuries to persons or property resulting from or arising out of the operations of Corporation, its officers, employees, agents or assigns. Said policy or policies of insurance shall provide coverage for both bodily injury and property damage in not less than One Million Dollars (\$1,000,000.00) combined single limit, or its equivalent.

§ 5.04 Fine Arts Insurance

Corporation shall provide insurance protection against loss of or damage to all fine arts property in the custody and control of Corporation. Such insurance shall be at least equivalent in coverage to policy number IMC 435 117 issued by Continental Insurance Company to City and Corporation for a term beginning November 1, 1985, in a maximum payable amount of not less than \$5,000,000.00. The City Manager and the Museum President may agree upon any method whereby such insurance is maintained by City at the cost of Corporation for any mutually agreeable period of time. Corporation's obligation under this section shall not begin until the first premium date on the aforesaid policy occurring after the Commencement Date, or the termination of said policy, whichever first occurs.

§ 5.05 Fidelity Bonding

Corporation shall provide a policy or policies of insurance insuring Corporation against loss due to dishonesty of Corporation's officers, agents and employees. Said policy or policies shall provide coverage in not less than \$1,000,000.

§ 5.06 Workers' Compensation Insurance

Corporation shall provide a policy or policies of workers' compensation insurance as required by law.

§ 5.07 Other Insurance

(a) City shall maintain such insurance protection against loss of or damage to the buildings and personal property located on the Premises (exclusive of fine arts property covered pursuant to section 5.04 and of the Bowers Museum Shop stock-in-trade) as City shall deem appropriate. Corporation shall have no responsibility for such insurance.

(b) Corporation shall maintain such insurance protection against loss of or damage to the Bowers Museum Shop stock-in-trade as Corporation shall deem appropriate. City shall have no responsibility for such insurance.

§ 5.08 Modification of Insurance Requirements

The City Manager may modify or suspend the requirements imposed on Corporation by this Article if in his reasonable determination, strict compliance is impossible or excessively costly due to insurance market conditions.

ARTICLE 6
RESERVED

ARTICLE 7
DEFAULTS, REMEDIES AND TERMINATION

§ 7.01 Defaults

(a) Failure or delay by either party to perform any term or provision of this Agreement shall constitute a default under this Agreement. The injured party shall not initiate the remedies hereinafter provided until the defaulting party has been given written notice of the default, specifying the nature thereof, and a period of sixty (60) days to cure or correct such default.

(b) Any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

§ 7.02 Remedies of City

In the event of any default and failure to cure, correct or remedy the same by Corporation, City may, at City's sole discretion, in addition to or in lieu of any other remedies, exercise either of the following remedies:

(a) Delay of any or all compensation to Corporation pursuant to § 4.07 of this Agreement until such default is cured, corrected or remedied; provided such delay is approved by the City Council.

(b) Terminate this Agreement, provided such termination is approved by the City Council.

§ 7.03 Legal Actions

In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal action must be instituted in the Superior court of the County of Orange, State of California, or in any other appropriate court in that county.

§ 7.04 Cumulative Rights and Remedies

The rights and remedies of the parties are cumulative and the exercise by either party of one or more such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

§ 7.05 Termination

Upon the expiration of the Term or upon the earlier termination of this Agreement:

(a) City shall have no further obligation to provide funding or other assistance to Corporation pursuant to this Agreement for any period following such expiration or early termination.

(b) Corporation shall vacate the Premises and deliver possession thereof to City.

(c) Corporation shall return to City possession of all personal property loaned to Corporation pursuant to Section 2.04.

(d) All cash donated to Corporation for museum purposes and all items of personal property donated or loaned to Corporation for museum purposes shall be delivered over to the City to be held in trust for the donor or lender and used solely for the purpose for which the donation or loan was made.

ARTICLE 8
GENERAL PROVISIONS

§ 8.01 Representatives

(a) All actions authorized to be taken by City pursuant to this Agreement, without specification in this Agreement as to the body or office so authorized, shall be deemed exercisable on behalf of City by the City Manager, unless otherwise stated. The City Manager may, by written notice to Corporation, designate any officer of the City as his representative with respect to any specified authority given to the City Manager by this Agreement, and in such event the actions of such officer within the scope of such authority shall have the same effect as if taken by the City Manager.

(b) All actions authorized to be taken by Corporation pursuant to this Agreement, without specification in this Agreement as to the body or office so authorized, shall be deemed exercisable on behalf of Corporation by corporation's governing board or by such officer of Corporation as may be designated by resolution of said governing board.

(c) The officers designated as representatives of City and Corporation pursuant to this section may, on behalf of the parties hereto, enter into such subordinate arrangements and agreements as are consistent with the terms and conditions of this Agreement.

§ 8.02 Notices

Notices and written communications sent by one party to the other shall be either personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

(a) If sent by Corporation to City:

Clerk of the Council
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702

With Copies to:

City Manager
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702

And:

City Attorney
City of Santa Ana
20 Civic Center Plaza
P.O. Box 1988
Santa Ana, CA 92702

(b) If sent by City to Corporation:

Bowers Museum Corporation
2002 N. Main Street
Santa Ana, CA 92707
Attention: President

With a Copy to:

Chair, Board of Governors
Bowers Museum Corporation
2002 N. Main Street
Santa Ana, CA 92707

§ 8.03 Non-assignability

The rights and obligations of Corporation under this Agreement may not be assigned or delegated without the prior approval of the City Council.

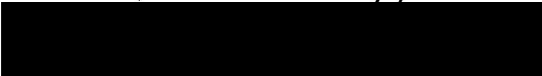
§ 8.04 Partial Invalidity

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.


§8.05 Exclusivity

This Amended and Restated Agreement supersedes any and all other agreements including the 1987 Agreement and any other amendments made prior hereto, either oral or in writing, between the parties hereto and contains all covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both City and Corporation.


ATTEST:


Patricia E. Healy
Clerk of the Council

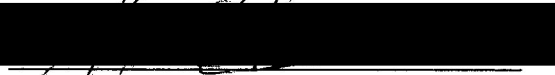
CITY OF SANTA ANA


Miguel A. Pulido
Mayor


APPROVED AS TO CONTENT:

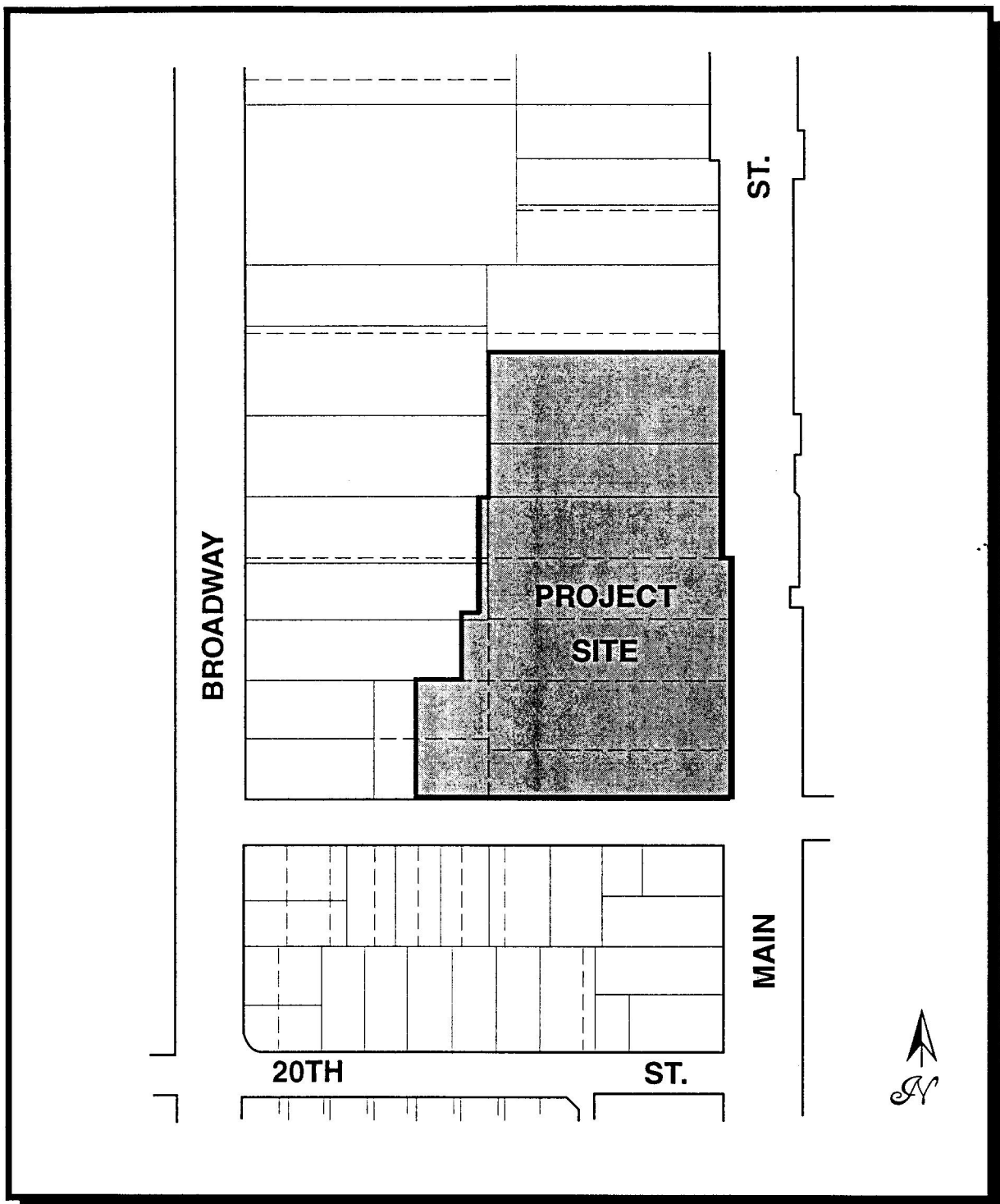

for David N. Ream
City Manager

APPROVED AS TO FORM:


Joseph W. Fletcher
City Attorney

CHARLES W. BOWERS MUSEUM
CORPORATION

By 
Donald Kennedy
Chairman of the Board



BOWERS MUSEUM

EXHIBIT A

Ibarra, Evelyn

From: Ali Coyle <[REDACTED]>
Sent: Tuesday, May 7, 2024 1:36 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year 2024-25 Budget Work Study Session

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Mayor and City Council,

I am writing today to make a public comment in support of robust arts funding in our city.

I am a proud Santa Ana resident and lifelong artist and musician. One of the reasons that the soul of Santa Ana shines so bright is our community's dedication to The Arts.

I was surprised to learn that we have one of the smaller art budgets in the county, and that the Arts and Culture Master Plan has not been funded in over 6 years, despite being featured on the city website.

Now that Federal Covid sponsorships are coming to an end, it is crucial that The City of Santa Ana step up into a role of major support for its Artists, and iconic Art Culture.

I am here to advocate for substantial funding of artist grants, event sponsorships, and the Santa Ana Artwalk.

With so many new and private developments entering the city, I feel like there must be a way that they can participate in funding the art budget as well. It is important that these inevitable changes support existing communities.

It is my understanding that while The Bowers Museum receives substantial funding through taxpayer subsidies, they have also applied for further sponsorship through city artist grant funding. I request that this subject is assessed to ensure fairness to other Art outlets that would greatly benefit from the city's support. It is a realistic hope that an anchor like The Bowers Museum will help feed support back into the community and we can all grow together.

I know that you love this city, and that there is no place quite like it. Santa Ana and Art have become synonymous in many ways. I truly believe that your support of programs such as the Arts and Culture Master Plan will enrich our city, its residents, and all who visit us.

Thank you for your time and consideration,

Ali Coyle

Ibarra, Evelyn

From: RxEyes <[REDACTED]>
Sent: Tuesday, May 7, 2024 1:40 PM
To: eComment
Subject: Arts Funding - Item 30 Fiscal Year2024-25 Budget Work Study Session
Attachments: PastedGraphic-2.tiff; SACAC log.webp

Attention: This email originated from outside of City of Santa Ana. Use caution when opening attachments or links.

Opportunities from our city are not the only name in the game but having my hometown back my art projects has made all the difference in the world. Options to create art projects for and with Santa Ana communities has made a huge impact in my art and my surroundings. Growing collaborations with my fellow contemporaries and community leaders/members has enriched my artistic career in so many vital ways; building friendships and bridges has enriched our communities in much larger ways. I couldn't fathom these opportunities disappearing for our future generations of talent we've cultivated.

Our city has long invested in it's artists, and it's easy for me to see it's not done collecting on it's returns and futures. Don't make the mistake of pulling out so soon by putting an end to the artistic development for our communities and the success future generations.

FUND THE ARTS city of Santa Ana

We advocate for the city to fund artwalk directly every year.

We advocate 1% funding to be given to the arts and culture budget from every new private development from the city.

We advice fro the Arts and Culture Master plan to be funded Fully.

We ask the city act proactively and request sponsorships and funding from outside the city like every other department does.

And

Request to review the current processes the Bowers Museum has.

Sincerely,

Rogelio Reyes bka Roger Eyes R
multidisciplinary artist in residency at CSFU's Grand Central Art Center
Art Director Santa Ana Community Artista Coalition





