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CITY OF SANTA CRUZ, MARTIN BERNAL, TONY ELLIOT, and ANDREW MILLS

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

Case No. 5:20-cv-09425-SVK

SANTA CRUZ HOMELESS UNION, on behalf of itself and those it represents; SANTA CRUZ FOOD NOT BOMBS; ALICIA AVALOS, HANNAH HEGEL, CHRIS INGERSOLL and RANDOLPH TOLLEY, on behalf of themselves and similarly situated homeless persons,

Plaintiffs,

vs.

CITY OF SANTA CRUZ; MARTIN BERNAL, individually and in his official capacity as City Manager for the City of Santa Cruz; TONY ELLIOT, individually and in his capacity as Director of Parks & Recreation for the City of Santa Cruz; ANDREW MILLS, individually and in his capacity as Chief of Police for the City of Santa Cruz,

Defendants.

**DECLARATION OF CITY OF SANTA CRUZ PARKS AND RECREATION DIRECTOR TONY ELLIOT PROVIDING FURTHER INFORMATION TO THE COURT RELEVANT TO THE COURT'S INJUNCTION AT SAN LORENZO PARK**

Honorable Magistrate Judge Susan van Keulen

1 I, TONY ELLIOT, hereby declare as follows:

2 1. I am the Parks and Recreation Director for the City of Santa Cruz, and I have held this  
3 position since 2018. I have personal knowledge of the facts recited herein, and, if so called, I would  
4 competently testify to the same.

5 2. I am familiar with the real property at issue, San Lorenzo Park along with “the  
6 Benchlands” greenbelt. I have personal knowledge of the conditions of recent encampment conditions at  
7 San Lorenzo Park, as I have personally made numerous visits and conducted numerous walk-throughs of  
8 the location after the Court granted the injunction in this case.

9 3. The encampment continues to grow and tent structures have increased in size and  
10 location since the injunction in this case was granted on January 20, 2021. Exhibits B-1, B-2 and B-3 are  
11 true and accurate copies of photographs, depicting tents occupying a significant portion of San Lorenzo  
12 Park, taken by the Parks and Recreation department on January 27, 2021 (Exhibit B-1) and March 3,  
13 2021 (Exhibit B-2 and B-3). Areas that were clear in early January have been occupied with new camps.  
14 There are now roughly 20-30 new encampments located on the Benchlands, which had previously been  
15 cleared in November 2020 before the flood season. Previously occupied sites have been abandoned  
16 leaving behind large quantities of debris for Parks staff to remove. Exhibits B-4, B-5 and B-6 are true  
17 and accurate copies of photographs, depicting large amount of trash and debris from abandoned camps  
18 in San Lorenzo Park, taken by the Parks and Recreation department on February 1, 2021. The existence  
19 of new encampments along with the abandoned sites demonstrate these encampments are very transient  
20 in nature, with individuals constantly coming and going, not sheltering in place.

21 4. Since the injunction went into effect, the City made an effort to, in a detailed way, count  
22 the number of tents and occupants in San Lorenzo Park and at the Benchlands. On January 21, 2021, 88  
23 tents and 104 occupants were counted. On February 10, 2021, 109 tents and 113 occupants were  
24 counted. On February 26, 2021, 115 tents and 129 occupants were counted. On March 12, 2021, 118  
25 tents and 137 occupants were counted.



- 1 • On February 25, 2021, an unknown person vandalized the newly installed drinking
- 2 fountain, causing the fountain to leak. This new water fountain was installed at the
- 3 request of Plaintiffs' attorney in this case.
- 4 • On March 2, 2021, an unknown person tapped into a hose bib in the Park, running a
- 5 hose to their camp.
- 6 • On March 4, 2021, a bucket of yellow paint was dumped across the pedestrian bridge.
- 7

8 6. From approximately November 1, 2020 until today, the City has spent a total of  
9 \$12,372.00 on outside services to assist with cleaning the Park. This amount does not include the  
10 significant services provided directly by the City such as dumpsters, water fees, and labor costs.

11 7. Finally, the presence of the encampments and activities in the Park continue to negatively  
12 impact neighbors and park users. The City and Parks staff continue to receive numerous complaints  
13 about conditions in the Park from surrounding neighbors, hotels, community members, and park users.  
14 Factors that continue to negatively impact neighbors and Park users are listed below.

15 8. Urination and defecation in the Park: Though there are numerous portable restrooms  
16 provided throughout the Park, Parks staff frequently observes individual urinating and defecating  
17 throughout the park.

18 9. Lack of access: The various tents and other structures impact access to the Park and Park  
19 amenities such as the Lawn Bowling Green. Members of the Santa Cruz Lawn Bowls Club report that  
20 some members will not use the facility because they are afraid. One individual has overtaken the entire  
21 Duck Island Stage, including a boat that has been observed in the pond. Exhibit B-10 is a true and  
22 accurate copy of a photograph depicting the encampment on Duck Island Stage, taken by the Parks and  
23 Recreation department on February 11, 2021.

24 10. Animals in the Park: A City construction fence was stolen to create a chicken coop. Parks  
25 staff has observed a goat near an encampment adjacent to the Lawn Bowling Green. On March 4, 2021,  
26  
27

1 two large dogs were observed chasing the goat around the Park and Riverwalk. Dogs are frequently  
2 observed off leash in the Park.

3 11. Noise: Loud music and noise in the Park continues to be a significant issue for  
4 neighboring communities, especially for the elderly who live at the San Lorenzo Park Apartments. Park  
5 occupants play loud music in the Park during the early morning hours and late into the night. Parks staff  
6 have observed individuals pulling wagons with large speaker systems blaring loud music, and heard  
7 loud, amplified guitars during early morning hours.

8 12. It is worth noting that the incidents documented in this declaration represent only a  
9 fraction of the nuisance conditions and illegal activity that occurs in San Lorenzo Park. Parks staff  
10 witnesses these conditions and incidents on a daily basis and are unable report or document every  
11 incident. This declaration is by no means exhaustive, but a representative sample of the issues  
12 encountered by Parks staff every day.

13 13. In sum, the encampment at San Lorenzo Park continues to grow. The encampment does  
14 not appear to be a stable group with individuals sheltering in place, but rather individuals coming and  
15 going. Park occupants abandon sites, leaving trash and other debris for Parks staff to remove. The  
16 presence of tents and other structures has destroyed many areas within the Park, leaving once grassy  
17 areas with only dirt. The environmental degradation continues with Park occupants digging out areas  
18 and affixing structures to trees within the Park. The Park is nearly unusable to the general public, while  
19 Parks neighbors continue to be negatively impacted by the presence of the encampment.

20  
21 I declare under penalty of perjury that the foregoing is true and correct. Executed on March 12,  
22 2021.

23 */s/ Tony Elliot*

24 \_\_\_\_\_  
TONY ELLIOT

# **EXHIBIT B**



B1



**B2**



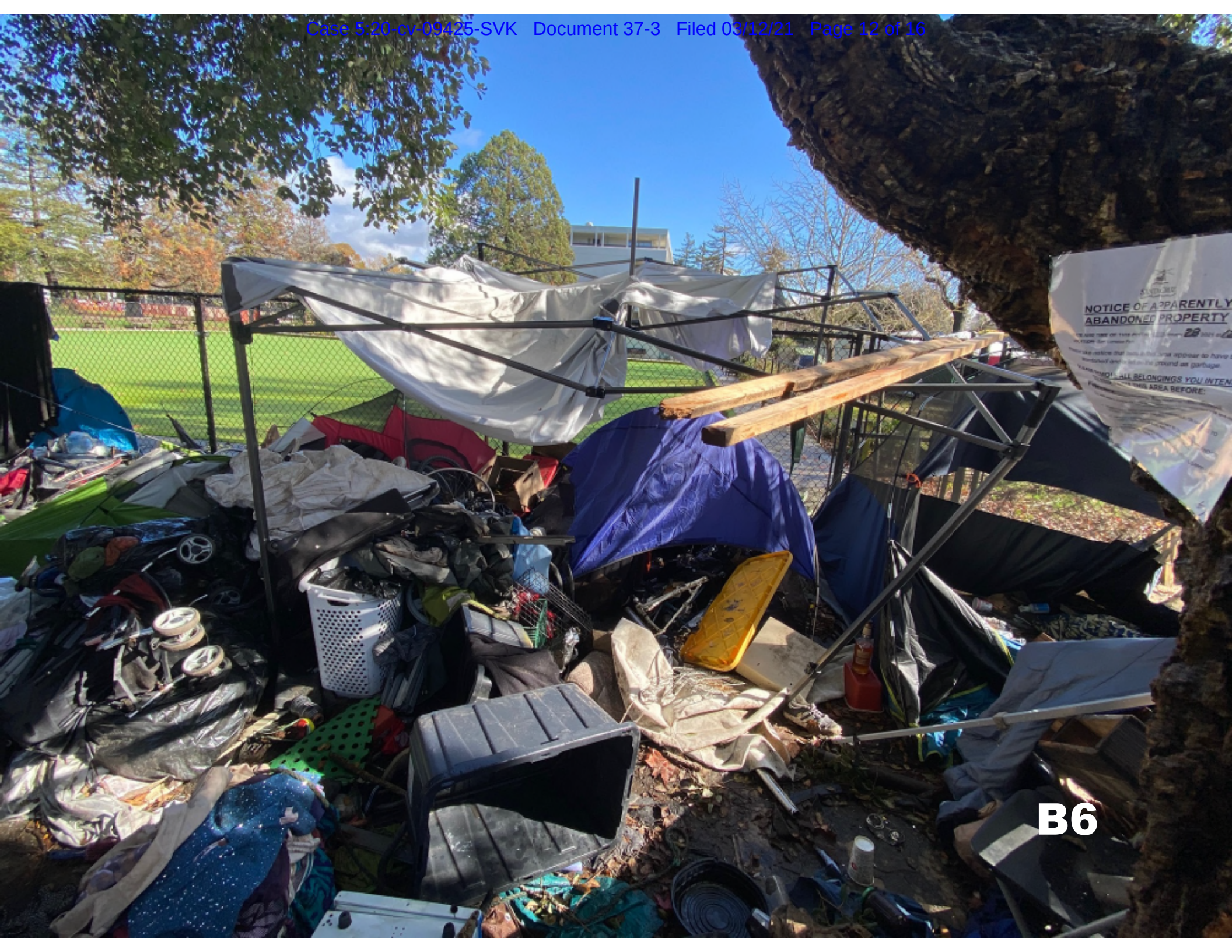


**B3**



**B4**





**NOTICE OF APPARENTLY  
ABANDONED PROPERTY**

THE LAST TIME OF THIS PROPERTY WAS SEEN BY THE  
OWNER WAS ON OR ABOUT 28 days ago.  
IF YOU ARE THE OWNER OF THIS PROPERTY AND  
WISH TO REMOVE IT FROM THIS AREA, PLEASE  
CONTACT THE CITY OF CHARLOTTE AT (704) 359-2200.  
IF YOU DO NOT REMOVE THE PROPERTY WITHIN  
30 DAYS, THE CITY OF CHARLOTTE WILL REMOVE  
IT AT YOUR OWN RISK AND WITHOUT NOTICE.  
IF YOU DO NOT REMOVE THE PROPERTY WITHIN  
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**B6**



**B7**



**B8**



**B9**



**B10**