



A G E N D A

Meeting of the Scotts Valley City Council

Date: March 4, 2015

Time: 6:00 p.m.

CITY OF SCOTTS VALLEY 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	MEETING LOCATION City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING: The agenda was posted 2-27-15 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Dene Bustichi, Mayor Donna Lind, Vice Mayor Stephany E. Aguilar, Council Member Randy Johnson, Council Member Jim Reed, Council Member	City Staff Members Steve Ando, City Manager Kirsten Powell, City Attorney Corrie Kates, Community Dev Dir/Deputy City Mgr Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

The City Council meets regularly on the 1st and 3rd Wednesday of each month at 6:00 pm in the City Hall Council Chambers located at 1 Civic Center Drive, Scotts Valley, CA 95066.

Agenda and Agenda Packet Materials:

The City Council agenda and the complete agenda packet are available for review by 5:00 pm the Friday before the Wednesday meeting on the Internet at the City's website: www.scottsvalley.org and in the lobby of City Hall at 1 Civic Center Drive, Scotts Valley, CA. Pursuant to Government Code §54957.5, materials related to an agenda item, submitted after distribution of the agenda packet, are available for public inspection in the lobby of City Hall during normal business hours, Monday-Friday, 8am-12 pm and 1-5 pm. In accordance with AB 1344, such documents will be posted on the City's website at www.scottsvalley.org.

Televised Meetings:

City Council meetings are cablecast "Live" on Community Television of Santa Cruz County on Comcast Channel 25.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

COMMITTEE REPORTS

(Council members are appointed to committees which are either City committees or committees dealing with other jurisdictions. This portion of the agenda allows the committee member to present oral or written reports to the Council regarding their committee assignments. It also allows the Council to make comments and give the committee member direction, as required.)

Interjurisdictional Committees:

✓	Criminal Justice Council	(Lind/Johnson)
✓	Transportation Commission	(Johnson/Lind)
✓	Metro Transit District Board	(Bustichi)
✓	County Integrated Waste Mgmt Local Task Force	(Lind/Hamby)
✓	City/School District Joint Committee	(Reed/Johnson)
✓	AMBAG	(Aguilar/Lind)
✓	LAFCO	(Lind)
✓	City Selection Committee	(Mayor)
✓	League of California Cities Delegate Program	(Aguilar)
✓	Hazardous Materials Advisory Commission	(Ron Whittle)
✓	Cultural Council	(Lind)
✓	Seniors Advisory Council	(Lind)
✓	Santa Margarita Ground Water Basin Advisory Committee	(Lind /Aguilar)
✓	Library Financing Authority/Joint Powers Boards	(Reed/Johnson)

Standing Local Committees:

✓	Traffic Safety Committee	(Lind/Aguilar)
✓	Economic Development	(Johnson/Bustichi)
✓	Affordable Housing	(Aguilar/Bustichi)
✓	Water Subcommittee	(Bustichi/Lind)
✓	Budget Subcommittee	(Mayor/Vice Mayor)
✓	Sign Subcommittee	(Aguilar/Lind)
✓	Green Building Permit Process Subcommittee	(Lind/Reed)
✓	ADA Accessibility Subcommittee	(Aguilar)

Project Specific Committees:

✓	Skypark Subcommittee	(Johnson/Bustichi)
✓	Gateway South Commercial	(Reed/Johnson)
✓	Library Construction Subcommittee	(Bustichi/Reed)
✓	Glenwood Trails Subcommittee	(Aguilar/Reed)

CITY MANAGER REPORT

PUBLIC COMMENT TIME

(This is the opportunity for individuals to make and/or submit written or oral comments to the Council on any items within the purview of the Council, which are **NOT** part of the Agenda. No action on the item may be taken, but the Council may request the matter be placed on a future agenda.)

ALTERATIONS TO CONSENT AGENDA

(Council can remove or add items to the Consent Agenda.)

CONSENT AGENDA

(The Consent Agenda is comprised of items which appear to be non-controversial. Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.)

- A. Approve City Council meeting minutes of 2-18-15
- B. Approve second reading and final adoption of Ordinance No. 102.13 amending Title 15, Chapter 15.06, Section 15.06.120 of the Scotts Valley Municipal Code relating to design standards for drainage and terraces
- C. Approve Agreement for Professional Services between the City of Scotts Valley and A.S.E. for building inspection, plan check, and civil engineering services related to the 1440 Foundation project
- D. Approve Change Order No. 2 to Monterey Peninsula Engineering for the Shugart Pathway and Foot Bridges Project in the amount of \$72,208.18 and amend and increase the budget in account 150.90.4620.904 by \$72,208.18.

ALTERATIONS TO REGULAR AGENDA

(Council can remove or add items to the Regular Agenda.)

REGULAR AGENDA

(Persons wishing to speak on any item may do so by raising their hand to be recognized by the Mayor.)

- 1. Presentation from the Santa Cruz County Animal Shelter on animal microchipping (Oral)
- 2. Presentation from Maria Tanner on the Healthy School Food Environment Project (Oral)
- 3. Consideration of modifications to Scotts Valley Municipal Code Section 17.44.080, Tree Protection regulations (Planning/Kates)
- 4. Future Council agenda items
(This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION

SUBJECT:

- (1) Conference with labor negotiator re employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association
Legal Authority: Govt Code section 54957.6
Name of Case: N/A
Staff Present: City Manager, City Attorney, Community Development Director/Deputy City Manager, Police Chief
- (2) Conference with legal counsel regarding real property negotiations.
Legal Authority: Govt Code section 54956.8
Location/APN's: The City of Scotts Valley ocean outfall pipeline starting at the City's wastewater facility, APN 021-061-25 and through Hocus

Staff Present:

Pocus Park, APN 021-061-45 which runs along Whispering Pines Drive, to Estrella Drive, to Lockwood Lane to Graham Hill Road with turnouts located off of Sims Road and Deer Path Road onto APN 060-011-02, the Pasatiempo Golf Club.
City Manager, City Attorney, Community Development Director/
Deputy City Manager

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

The City of Scotts Valley does not discriminate against persons with disabilities. The City Council Chambers is an accessible facility. If you wish to attend a City Council meeting and require assistance such as sign language, a translator, or other special assistance or devices in order to attend and participate at the meeting, please call the City Clerk's office at (831) 440-5602 five to seven days in advance of the meeting to make arrangements for assistance. If you require the agenda of a City Council meeting be available in an alternative format consistent with a specific disability, please call the City Clerk's Office. The California State Relay Service (TTY/VCO/HCO to Voice: English 1-800-735-2929, Spanish 1-800-855-3000; or, Voice to TTY/VCO/HCO: English 1-800-735-2922, Spanish 1-800-855-3000), provides Telecommunications Devices for the Deaf and Disabled and will provide a link between the TDD caller and users of telephone equipment.

PROCEDURAL INFORMATION FOR THE PUBLIC

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN APPROVAL OF A RESOLUTION:

1. Move the Resolution number for approval.
2. Second the motion.
3. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN INTRODUCTION/ADOPTION OF AN ORDINANCE:

1. Move the Ordinance number for introduction (or adoption).
2. Move the Ordinance be introduced by title only and waive the reading of the text.
3. Read the Ordinance title.
4. Second the motion.
5. Vote by body, a roll call vote is not required.

THE FOLLOWING IS THE PROCEDURE COUNCIL SHOULD TAKE IN PUBLIC COMMENT/PUBLIC HEARINGS:

Unless otherwise determined by the presiding officer of the meeting:

1. Three minutes allowed per individual to speak.
2. Five minutes allowed per individual representing a group of three or more.



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DATE: 3-4-2015

MINUTES

Meeting of the Scotts Valley City Council

Date: February 18, 2015

POSTING:

The agenda was posted on 2-13-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

Present:

Mayor Bustichi
Vice Mayor Lind
Council Member Aguilar
Council Member Johnson
Council Member Reed

City Manager Ando
City Attorney Powell
Comm Dev Dir/Deputy City Mgr Kates
Public Wks Director Hamby
Police Chief Weiss
City Clerk Ferrara

COMMITTEE REPORTS

VM Lind reported that the Seniors Council Area Agency on Aging met and one of the projects they discussed is Project Scout, who is working with seniors and the disabled on tax preparation services. She recommended contacting local senior centers to get the schedule and dates of availability. She reported that they are also in the process of completing a needs assessment that will be going out to seniors to help in determining areas where seniors struggling and how they may be able to assist them. She stated that the assessment should be sent out in approximately 45 days and she will report back once results have been received and analyzed.

CITY MANAGER REPORT

- PC Weiss announced that Retired Police Lieutenant John Hohmann, who is now a Reserve Officer, is teaching DARE classes to help the department.
- PC Weiss announced that John Hohmann is also on the Northern California Special Olympics Steering Committee and will be helping with the Polar Plunge, an annual event, being held at the Board on February 8.
- PC Weiss announced that Monteville will be holding a Public Safety Forum on Saturday, February 21. He stated that he will be attending, along with Sheriff Jim Hart, a representative from the District Attorney's Office, and the Fire Chief.
- PWD Hamby announced that the ribbon cutting for the Shugart Pathway and Bridges project and the Vine Hill School Sidewalk and Bicycle Path project was held today, and it was well attended. He stated that this project is extremely beneficial to the community.

- Staff has received comments from the public and Water District regarding using potable water for the grass at the Fishing Park. There is no recycled water available in that area. Staff has extra wood chips and is planning to replace the grass at the fishing park with wood chips. This will conserve potable water and reduce maintenance at the park.
- The Scotts Valley Water District's emergency intertie water pump station project has started. This pump station will connect to other water supplies in the San Lorenzo Valley in case one source becomes unavailable. They are putting the pump station on the southeast corner of the Linear Park in the Skypark development. The City agreed to an easement at that location in June 2013.
- There will be fundraiser auctions at Brook Knoll on March 14 and Vine Hill on March 21. The City's Recreation staff will be providing child care services at the schools for those events making it easier for parents to attend.
- The Art & Wine festival has changed its weekend to one weekend later than normal. It will be August 15 and 16. This will eliminate this festival from being on the same weekend as the Los Gatos Art & Wine Festival and the Beer Festival in Aptos. The Art & Wine is going to be bigger than ever before with more wineries, microbreweries and local artists. There will be something for the kids to make it more family oriented.

PUBLIC COMMENT

VM Lind announced that the Fallen Officer Foundation Ball was held last weekend and was well attended and very successful.

ALTERATIONS TO CONSENT AGENDA

M/S: Reed/Aguilar

To approve the Consent Agenda.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

Consent Agenda:

- A. Approve City Council meeting minutes of 2-4-15, 2-9-15
- B. Approve check register – 2-10-15, 2-6-15, 1-30-15
- C. Approve Resolution No. 1900 approving the amended Joint Powers Agreement with the Monterey Bay Area Self Insurance Authority (MBASIA)

ALTERATIONS TO REGULAR AGENDA

M/S: Aguilar/Reed

To approve the Regular Agenda.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

REGULAR AGENDA

1. **Oral presentation from Alex Clifford, General Manager of the Santa Cruz Metropolitan Transit District (SCMTD)**

Alex Clifford, SCMTD General Manager, Angela Aitken, SCMTD Finance Manager, Eric?, SCMTD, and April Warnock, SCMTD Paratransit Superintendent, gave a Powerpoint presentation regarding their structural deficit, their options, ideas, outreach, and plans to handle the structural deficit, and responded to questions from Council. GM Clifford stated that input and comments can be submitted the following ways: Attend scheduled meetings; email to feedback@scmtd.com, mail to 110 Vernon St, Santa Cruz, CA 95060; or by phone to the SCMTD Admin Office 831-426-6080.

2. **Consideration of renaming Camp Evers Fishing Park**

CM Ando presented the written staff report and responded to questions from Council.

Cathy Herteman, SV resident, spoke in support of the Council approving the renaming of the fishing park.

M/S: Reed/Aguilar

To change the name of the Camp Evers Fishing Park to the Vern Hart Fishing Park, and authorize staff to expend the necessary funds to change the two signs at the park.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

3. **Consideration of Resolution No. 1901 approving the bylaws of the Scotts Valley ADA Subcommittee**

CDD Kates presented the written staff report and responded to questions from Council.

CM Aguilar recommended that the name be changed to the ADA Committee.

Debbie Muth, SV resident, expressed concerns about the change to the format and recommended that people with disabilities be included on the Subcommittee.

Wendy Brannan, SV resident, stated that she did not see the necessity for the ADA Subcommittee.

M/S: Aguilar/Reed

To approve Resolution No. 1901 approving the bylaws of the Scotts Valley ADA Accessibility Committee.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

4. **Consideration of funding options for the Library and Community Center monument signs**

CDD Kates presented the written staff report and responded to questions from Council.

CM Aguilar requested that the letter size be increased.

M/S: Lind/Aguilar

To approve the use of \$21,209 of Library Impact Fees for the Library identification sign, and the use of \$17,788 of Parks & Recreation Impact Fees for the Community Center identification sign.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

5. **Consideration of first reading and introduction of Ordinance No. 102.13 amending City Municipal Code 15.06.120 - Design Standards for Drainage and Terraces and approval of Resolution No. 1183.2 updating the City's Standard Details, Part 3 for Storm Drainage**

PWD Hamby presented the written staff report and responded to questions from Council.

M/S: Aguilar/Johnson

To approve the first reading and introduction of Ordinance No. 102.13 amending Title 15, Chapter 15.06, Section 15.06.120 of the Scotts Valley Municipal Code relating to design standards for drainage and terraces, and waive the reading thereof.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

M/S: Aguilar/Lind

To Resolution No. 1183.2 updating the City's Standard Details, Part 3 for Storm Drainage.

Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

6. **Future Council agenda items**

CM Johnson requested a future agenda item regarding temporary signs.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:30 p.m. to discuss the following items:

- (1) Pursuant to Government Code Section 54957.6, the City Council met in closed session to confer with their labor negotiation regarding employee negotiations with SEIU, Mid Management Group, Management Group, Scotts Valley Police Bargaining Unit, Scotts Valley Police Supervisors Association.
- (2) Pursuant to Government Code Section 54956.9a, the City Council met in closed session to confer with their legal counsel regarding existing litigation. Name of Case: City of Scotts Valley vs. County of Santa Cruz, et al, Case No. CIV467230 San Mateo County Superior Court and Case No. A126357 Court of Appeal, First District.

- (3) Pursuant to Government Code Section 54956.9a, the City Council met in closed session to confer with their legal counsel regarding existing litigation. Name of Case: Name of Case: City of Scotts Valley vs. County of Santa Cruz, et al, Case No. CV177221.
- (4) Pursuant to Government Code Section 54956.8, the City Council met in closed session to confer with their legal counsel regarding real property negotiations. APN's: 022-211-36, 022-601-01, 022-721-06.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:53 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 7:53 p.m.

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

ORDINANCE NO. 102.13

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
AMENDING TITLE 15, CHAPTER 15.06, SECTION 15.06.120 OF THE
SCOTTS VALLEY MUNICIPAL CODE RELATING TO DESIGN STANDARDS
FOR DRAINAGE AND TERRACES**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SCOTTS
VALLEY AS FOLLOWS:**

SECTION 1. Title 15, Chapter 15.06, is hereby amended by amending Section 15.06.120 to read as follows:

“15.06.120- Design standards for drainage and terraces.

- A. General. Drainage facilities and terraces shall conform to the provisions of this section unless otherwise indicated on the approved permit and plans. Drainage facilities shall be designed in accordance with “Part 3: Storm Drainage” of the City’s Standard Details.
- B. Runoff Calculations. A drainage report prepared in conformance with “Part 3: Storm Drainage” shall be provided along with the approved plans to show the project’s stormwater management before and after development. To reduce runoff and sediment, a combination of storage and controlled release of stormwater runoff may be required.”

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct and independent provision of such Ordinance and shall not affect the validity of the remaining portions thereof.

SECTION 3. REPEALS CONFLICTING ORDINANCES. All other ordinances of the City of Scotts Valley or provisions of the Scotts Valley Municipal Code which are in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. NO CONFLICT WITH FEDERAL OR STATE LAW. Nothing in this ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any Federal or State law.

SECTION 5. PREEMPTION. The provisions of this ordinance shall be null and void if State or Federal legislation, or administrative regulation, takes effect with the same or substantially similar provisions as contained in this ordinance. The City Council shall determine whether or not identical or substantially similar Statewide legislation has been enacted or regulations issued.

SECTION 6. CEQA COMPLIANCE. The City Council finds and determines that the enactment of this Ordinance is not a “project” as that term is used in the California Environmental Quality Act (“CEQA;” Cal. Pub. Resources Code Section 21000 et seq.) or the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.). Therefore, no environmental assessment is required or necessary.

SECTION 7. EFFECTIVE DATE. This Ordinance shall take effect thirty days after the date of its adoption. Prior to the expiration of fifteen days from the date of adoption, this Ordinance shall be published in at least three (3) public places.

This ordinance was introduced on the 18th day of February, 2015, and was passed and adopted by the City Council of the City of Scotts Valley on the 4th day of March, 2015, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Dene Bustichi, Mayor

ATTEST:

Tracy A. Ferrara, City Clerk

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: March 4, 2015

TO: Honorable Mayor and City Council

FROM: Corrie Kates, Community Development Director/Deputy City Manager

SUBJECT: Professional Services Agreement for Building Inspection, and Plan Check and Civil Engineering Services

SUMMARY OF ISSUE

On December 17, 2014, the City Council entered into an agreement with the 1440 Foundation, in which the City agreed to hire an outside firm to assist with the processing of the 1440 project. 1440 agreed to pay for these services upfront, but will be reimbursed by the City once the City begins receiving TOT from the 1440 project. Due to the size of the project and the current demands on the City's Building and Planning departments, hiring an outside firm will help expedite the 1440 project. Staff has interviewed numerous firms to assist with the project and has selected A.S.E. A.S.E. is a licensed plan check and inspection firm that also assists with project management, combining public and private sector agencies. The City's standard professional services agreement with A.S.E. is attached to this report.

FISCAL IMPACT

It is estimated that the services of A.S.E. will be \$250,000.

STAFF RECOMMENDATION

The City Council authorize the City Manager to execute the agreement between the City of Scotts Valley and A.S.E. for building inspection, plan check, and civil engineering services related to the 1440 Project.

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Agreement for Professional Services with A.S.E2

CITY OF SCOTTS VALLEY AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of February 18, 2015, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and A.S.E. hereinafter referred to as "CONSULTANT".

RECITALS

- A. CITY desires to retain Consultant for certain professional services as set forth in this Agreement.
- B. CONSULTANT is specially trained, experienced and competent to perform the special services which will be required by this Agreement.
- C. CONSULTANT possesses the skill, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

NOW, THEREFORE, in consideration of the recitals and the mutual promises contained herein, CITY and CONSULTANT agree as follows:

AGREEMENT

1. **Employment of CONSULTANT:** CITY agrees to, and hereby does, retain and employ CONSULTANT to perform the professional services as outlined in the Scope of Work attached hereto and incorporated herein as Exhibit "A". CONSULTANT'S work product shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.
2. **Responsible Personnel:** CITY has relied upon the professional training and ability of CONSULTANT to perform the services hereunder as a material inducement to enter into this Agreement. Primary personnel responsible for the completion of the work described in this Agreement shall be Massoud Modjtchedi, whose address is 111 W. Saint John Street, Suite 950, San Jose, CA 95113; telephone: (408) 499-1551.
3. **Scope of Work:** CONSULTANT shall perform the services as specified in Exhibit A in a professional manner.
4. **Time of Performance:** The services of CONSULTANT are to commence upon execution of this Agreement and shall continue until all authorized work is approved by the CITY. All such work shall be completed as directed. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision, or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.
5. **Compensation:** CONSULTANT shall accept compensation for services performed at the rates outlined in Exhibit B. Such compensation shall be paid upon the completion of the services set forth in Section 3.



Payments to CONSULTANT shall be made upon invoices submitted by CONSULTANT to CITY for review and approval. Invoices will be paid by CITY within a reasonable time after said approved invoices are received.

6. **Indemnity:** CONSULTANT shall hold harmless, indemnify and defend CITY, its elective and appointive boards, commissions, officers, agents, servants, volunteers, and employees from and against any and all claims, costs, damages, liability, losses, or suits (including court costs and attorney fees) for personal injury (including death), property damage and any other damages of any sort whatsoever, arising out of, or alleged to have arisen out of, the willful or negligent acts, errors, or omissions of CONSULTANT or CONSULTANT'S contractors, subcontractors, agents, or employees in the performance of this Agreement. This indemnity shall not apply to a) claims brought by CONSULTANT for default of this Agreement, or (b) claims brought by CITY or any third party where the underlying injury or damage is finally determined by a court of competent jurisdiction to arise solely from the negligent or willful misconduct of CITY.

CITY shall hold harmless and indemnify CONSULTANT from any damage which may be caused to the CITY's computer network system.

7. **Termination:** This Agreement may be terminated by the CITY immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, CONSULTANT shall be entitled to compensation for services performed up to the effective date of termination.

CONSULTANT shall accept, for itself, as full payment for services rendered and all work to be done and performed hereunder and in complete satisfaction of all claims against CITY by reason of voluntary abandonment or suspension of work or termination of the Agreement, the sum determined on an hourly basis in accordance with the provisions of this Agreement, or any modification or amendment thereto, plus all direct expenses incurred, including those expenses incurred which are directly attributable to the incomplete portion of the work which could not be canceled.

In the event of termination, CONSULTANT shall deliver as a condition to the payment of the compensation provided for above, or otherwise make available to CITY, all research data, reports, estimates, summaries, and other such information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process in accordance with Section 8 of this Agreement.

8. **Documents:** Notes, studies, charts, computations, electronic files, and other data and information obtained by CONSULTANT for this project shall, upon receipt of payment for services rendered, be made available to CITY by CONSULTANT at CITY'S request and shall become the property of CITY. In the event CITY alters the document, CITY agrees CONSULTANT shall have no responsibility whatsoever for any claim arising out of, or alleged to have arisen out of, use of the altered document.

All plans, studies, documents, charts, computations, and electronic files prepared by and for CONSULTANT, its officers, employees and agents and subcontractors in the course of



implementing this Agreement, except working notes and internal documents, shall become the property of the CITY upon payment to CONSULTANT for such work, and the CITY shall have the sole right to use such materials in its discretion without further compensation to CONSULTANT or to any other party. CONSULTANT shall, at CONSULTANT'S expense, provide such reports, plans, studies, documents and other writings to CITY upon written request.

9. **Independent Contractor:** CONTRACTOR is an independent contractor retained by CITY to perform the work described herein. ALL personnel employed by CONSULTANT are not and shall not be deemed to be employees of CITY. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY'S employees, and CONSULTANT hereby expressly waives any claim it may have to such rights. CONSULTANT shall comply with all state and federal laws pertaining to employment and compensation of its employees and its agents, including the provision of Workers' Compensation.

10. **Licenses:** CONSULTANT represents and warrants to CITY that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of CONSULTANT to practice its profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of CONSULTANT to practice its profession. Consultant shall maintain a City of Scotts Valley business license.

11. **Assignment:** The parties recognize that a substantial inducement to CITY for entering into this Agreement is the professional reputation, experience and competence of CONSULTANT. Assignments of any or all rights, duties or obligations of the CONSULTANT under this Agreement will be permitted only with the express consent of the CITY. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, CONSULTANT shall be fully responsible to CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such contractor other than as otherwise required by law.

12. **Binding on Successors:** This Agreement is binding on the heirs, successors and assigns of the parties hereto.

13. **Amendment:** This Agreement may be amended, modified or changed by the parties, provided that said Agreement, modification or change is in writing and approved by the authorized representative of the parties.

14. **Applicable Law and Attorney's Fees:** This Agreement shall be construed and enforced in accordance with the laws of the State of California, and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Santa Cruz. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of the Agreement, the prevailing party of such action shall be entitled to recover its reasonable litigation expenses, including attorney fees.



15. **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings, whether oral or written, between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein. The drafting and negotiation of this Agreement have been participated in by each of the parties and/or their counsel, and for all purposes this Agreement shall be deemed to have been drafted jointly by all parties.

16. **Waiver:** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement.

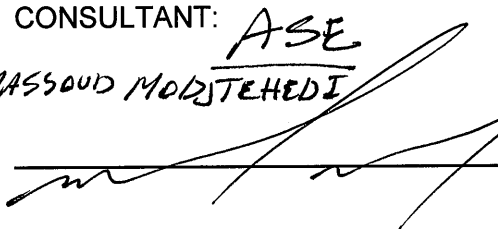
17. **Severability:** If any term or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.

WITNESS WHEREOF this Agreement is executed by CITY and by CONSULTANT on this 18th day of FEBRUARY, 2015, at Scotts Valley, California.

CONSULTANT:

ASE

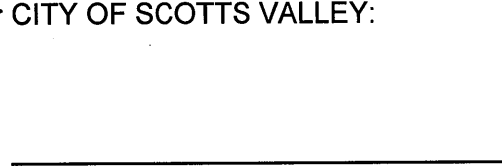
By: MASSOUD MODJTEHEDI



APPROVED AS TO FORM:

Kirsten M. Powell, City Attorney

CITY OF SCOTTS VALLEY:



ATTEST:

Tracy Ferrara, City Clerk

**Scope of Work
Exhibit "A"**

A.S.E. will provide full Plan Check Services and Inspection services for a Project known as the 1440 Foundation. This Agreement made and entered into is between the City of Scotts Valley and A.S.E. to perform on site Technical Support, Plan Review services and Inspection Services for the 1440 Foundation Project.

A.S.E. will provide technical support on an as-needed basis. These Services may consist of pre-design, post plan review, pre-construction or site meetings with City staff and/or the permit holder or other interested parties necessary to complete this project.

A.S.E. is currently available to provide such services daily between 8:00 A.M and 4:00 P.M. and will be available on Saturdays and evenings as needed for plan check and or inspections services to complete the project.

A.S.E. will coordinate with the City all plan check submittals and permitting that will facilitate expedited distribution and with plan check agencies including CSG Consultants, Inc. a private firm for Civil Engineering Services as needed.

All firms will meet with the city and coordinate with staff to assure expediency on the project.





CERTIFICATE OF LIABILITY INSURANCE

OP ID: JL

DATE (MM/DD/YYYY)

02/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InsPro- Jim Lohmann x105-(A&E) Insurance Services 4020 Moorpark Avenue, #104 San Jose, CA 95117 Inspro Agents&Brokers Ins Serv	CONTACT NAME:	FAX (A/C, No):
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:
INSURED Advanced Structural Engineering dba ASE 111 W. St. John St., Suite 950 San Jose, CA 95113	PRODUCER CUSTOMER ID #: ASECO-1	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Wesco Insurance Company	
	INSURER B :	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			ARA 1120527-00	02/18/2015	02/18/2016	PER CLAIM 1,000,000
							AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

SCOTT-4

City of Scotts Valley
1 Civic Center Circle
Scotts Valley, CA 94066

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF SCOTTS VALLEY
STAFF REPORT**

DATE: March 4, 2015
TO: Honorable Mayor and City Council
FROM: Scott Hamby, Public Works Director
**SUBJECT: Shugart Pathway and Foot Bridges Project
Change Order No. 2**

SUMMARY OF ISSUE

On June 18, 2014, Council awarded the contract for the construction of the Shugart Pathway and Foot Bridges Project to Monterey Peninsula Engineering, Inc. (MPE). On December 17, 2014 Council approved Change Order No. 1 in the amount of \$24,714.17. As the project is complete, with the exception of a small punch list item, this will be the last change order. Once the punch list is finished the project will be complete.

Change Order No. 2 will increase the contract amount to MPE by \$72,208. This change order is made up of the following items and corresponding values:

1. At the City's request, the new chain link fence in Siltanen Park was changed from galvanized to black.	\$15,690.00
2. Raise electrical boxes on path to finish grade.	\$ 292.18
3. Additional aggregate base was needed for the asphalt path as the path was widened in some areas and, in general, more aggregate was needed than originally planned.	\$14,320.00
4. 46 additional cubic yards of concrete was needed for the bridge abutments, footings and for the bridges themselves. This was required as the bridges were changed to meet vehicular standards. The need for this change was to gain access to construct the pathway between the bridges and for future maintenance & emergency vehicle traffic. The bridges as originally designed were for pedestrian/bicycle traffic only.	\$76,130.00
5. Relocate existing chain link fence posts.	\$ 1,050.00
6. Replace broken concrete fence posts along Glenwood Drive.	\$ 1,426.00
7. Credit for galvanized chain link fencing (not used).	\$(12,300.00)
8. Credit for fencing concrete (not used).	\$ (4,320.00)
9. Credit for supplemental work budget (not used).	\$(20,000.00)
Total	\$72,208.18

FISCAL IMPACT

\$72,208.18 of park development impact fees. The Park DIF fund has an approximate balance of \$400,000.

STAFF RECOMMENDATION

1. Approve Change Order No. 2 for the Shugart Pathway and Foot Bridges Project, increasing the contract amount to Monterey Peninsula Engineering, Inc. by \$72,208.18. This increases the total contract amount from \$502,094.17 to 574,302.35.
2. Amend and increase the budget in account 150.90.4620.904 by \$72,208.18.

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: March 4, 2015

TO: Honorable Mayor and City Council

FROM: Corrie Kates, Community Development Dir/Deputy City Manager

SUBJECT: Request to review the Municipal Code Section 17.44.080 – Tree Protection regulations

SUMMARY OF ISSUE

Mayor Bustichi requested that staff review the municipal code regarding tree preservation to determine if modifications to the City's process are appropriate.

Overview: The Municipal Code provides a detailed and somewhat complicated process for tree removals. Concerns have been raised mostly in the context of tree removals associated with development applications. Staff has attempted to streamline that process and provide more discretion to the Community Development Director or Planning Commission to impose appropriate conditions. The proposed changes also eliminate the mandatory use of a "City arborist", but rather, enable the City to use an arborist when staff deems it appropriate.

Municipal Code Amendment Process: If staff were to proceed with modifying this section of the Municipal Code, it would require environmental review, Planning Commission review of an ordinance, and a public hearing since this section of the Municipal Code is within the City Zoning Code of the City Municipal Code.

FISCAL IMPACT

Amendments to the ordinance will involve staff time to prepare the ordinance and associated environmental review.

STAFF RECOMMENDATION

Consider the modifications to the tree preservation ordinance and provide direction to staff.

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Draft strikeout/underline version of the tree preservation ordinance

2

17.44.080 Tree protection regulations.

- A. Purpose and Intent. The city is forested with several varieties of native and significant trees which contribute greatly to the value of the land in the city and the preservation of which is necessary for the health, safety and welfare of the citizens of the city. It is the intent of this section to: (1) regulate the removal of protected trees within the city in order to preserve scenic beauty, and a diverse ecosystem, prevent erosion of topsoil, protect against flood hazard and risks of land slides, counteract pollutants in the area, maintain the climatic balance, decrease wind velocities; (2) retain as many trees as possible consistent with the reasonable enjoyment of private property; (3) preserve significant, healthy trees when development of property is proposed; and, (4) protect trees designated for preservation during the construction of new development projects.
- B. Definitions. The terms used herein have the following meanings:
1. "Certified arborist" means an arborist who has experience in the Santa Cruz County area in preparing tree reports and has valid certification credentials. A list of certified arborists who meet these criteria shall be maintained by the planning department.
 2. ~~"City arborist" means a certified arborist retained by the City on an as need basis city of Scotts Valley to provide professional arboricultural services to the city.~~
 3. "Damage" means any action undertaken which may cause the death or significant injury, or which places a protected tree in a hazardous condition or in an irreversible state of decline. This includes but is not limited to tree cutting, excessive foliar crown removal, topping, girdling, or poisoning, or trenching, compacting or excavating within a tree's root zone.
 4. "Drip line" means a line which may be drawn on the ground around a tree directly under its outermost branch tips and which identifies that location where rainwater tends to drop from the tree.
 5. "Foliar crown" means the leaves and branches of a tree; the upper portion of a tree from the lowest branch on the trunk to the top of the tree.
 6. "Heritage trees" means trees which have been identified because of unique quality and/or size as the most significant and noteworthy in the city and which have been listed in an adopted resolution of the city council as to common name, location and the reason for listing.
 7. "Protected tree" means a standing or upright tree meeting any one of the following:
 - a. Any tree having a main stem or trunk which measures twenty-five inches or greater in circumference (eight 8 inches in diameter, approximately) measured fifty-four inches above natural grade, located in a hillside residential zone where the slope of the area within twenty feet of where the tree is located exceeds twenty percent;
 - b. All trees which have a forty-inch or greater circumference of any trunk measured fifty-four inches above the natural grade or, in the case of multi-trunk trees, a total of above the natural grade. This

provision shall not apply to the following trees: eucalyptus (blue gum), fruit trees and acacias. It also shall not apply to any bay laurel below and located within the drip line of any established oak tree;

- c. Any oak tree having a main stem or trunk which measures twenty-five inches or greater in circumference (eight inches diameter, approximately) measure fifty-four inches above natural grade. Any multi-trunk oak with an individual trunk of over twelve inches in circumference (four inches diameter, approximately) measured fifty-four inches above the natural grade;

e.

- bd. Any tree which existed at the time of any approval granted under any zoning ordinance in effect prior to the adoption of the ordinance codified in this title and which was required to be preserved as part of such approval;

- ee. Any tree required to be planted as condition of any approval under this _____ title;

- fd. Any tree that was or is required to be planted as a replacement for any unlawfully removed tree;

- e. — Any oak tree having a main stem or trunk which measures twenty-five inches or greater in circumference (eight inches diameter, approximately) measure fifty-four inches above natural grade. Any multi-trunk oak with an individual trunk of over twelve inches in circumference (four inches diameter, approximately) measured fifty-four inches above the natural grade;

- fg. Any street tree, as defined in subsection B.9, regardless of size;

- gh. Heritage tree, as adopted in a resolution approved by the city council and shown on the map on file in the planning department;

- h. ~~All trees which have a forty inch or greater circumference of any trunk measured fifty four inches above the natural grade or, in the case of multi-trunk trees, a total of above the natural grade. This provision shall not apply to the following trees: eucalyptus (blue gum), fruit trees and acacias. It also shall not apply to any bay laurel below and located within the drip line of any established oak tree.~~

8. "Pruning or trimming" means the removal of superfluous parts, branches or shoots from a plant or tree for better shaped or more fruitful growth.
9. "Street tree" means any tree within five feet of public or private street or right-of-way.
10. "Tree" means a woody perennial plant characterized by having a main stem or trunk or a multi-stemmed trunk system with more or less definitely formed crown, usually over ten feet high at maturity. This definition shall not include trees planted, grown and held for sale by licensed nurseries or the first removal or transplanting of such trees pursuant to and as part of the operation of a licensed nursery business.
11. "Tree removal" means the killing of a tree by any means.

- line.
12. "Tree root zone" means an area extending five feet beyond the tree's drip line.
- C. Protection of Trees. No person shall willfully cause or permit any condition which may damage a protected tree, including but not limited to the following:
1. Maintenance of a tree irretrievably infested or infected with insects or disease that could be detrimental to the health of any adjacent protected tree.
 2. Alteration of natural grade around any protected tree that impacts the flow of air, moisture or nutrients, or degrades the function of feeding or structural roots of a protected tree. This regulation does not include landscaping improvements which were approved by the city with an original development approval. Landscaping projects which are not subject to city review for existing development are not subject to this requirement unless a project was approved with conditions regarding location of landscaping or protection of trees.
 3. Storage of building materials or parking of vehicles or equipment within the root zone of a protected tree during development, unless specifically authorized by the city and under the direction of a certified arborist.
 4. Application of any substance which might be detrimental to the health of any protected tree.
 5. Driving metal stakes into tree trunks or stems or the root zone for any purpose other than to support a protected tree.
 6. Open flames within fifteen feet of the foliar canopy or trunk of a protected tree.
- D. Tree Removals Subject to Obtaining a Permit. Except as otherwise provided in subsection E, it is unlawful for any person to ~~damage, destroy or~~ remove, or cause to be ~~damaged, destroyed or~~ removed, any ~~P~~protected ~~T~~tree defined in subsection B.7, upon any private or public property in the city without first having obtained a permit to do so issued pursuant to this chapter. Exceptions to obtaining a permit provided in subsection E.
- E. Exceptions. The permit requirement set forth in subsection D shall not apply to any of the following:
1. Emergencies. If the condition of a Protected ttree presents an immediate hazard to life or property, or if the city has determined that a Protected ttree is a hazard to other ~~P~~protected ~~t~~trees via an infestation or disease which presents an imminent hazard to other ~~P~~protected trees in the vicinity, it may be removed without a permit on order of the city manager, the city engineer, building inspector, community development director, a peace officer employed by the Scotts Valley police department, or an employee of the Scotts Valley Fire Protection District acting in the course and within the scope of employment. The community development director may~~shall~~ require a written determination from a certified arborist to confirm the immediate or imminent hazard of the Protected ttree when the situation warrants such confirmation.
 2. City Employees. Employees of the city may without a permit take such

action with regard to [Protected](#) trees on city-owned property as may be necessary to maintain safety unless such [Protected](#) trees are designated as Heritage trees. If a Heritage tree is to be removed, a tree removal permit is required pursuant to subsection D and G unless an emergency exists pursuant to subsection E.1.

3. Public Utilities. Public utilities subject to the jurisdiction of the state public utilities commission may without a permit take such action as may be necessary to comply with the safety regulations of the public utilities commission and as may be necessary to maintain a safe operation of their facilities.
4. Project Approval. Where removal of a [Protected](#) tree has been specifically authorized as part of any development application approved by the planning commission or city council under any other provision of this title, no additional permit shall be required for removal of such [Protected](#) tree. Tree removal requests shall be included as part of the development application, including an arborist's report, and shall be approved by the planning commission or city council. The development review process shall include a review of the information and requirements set forth below for the purpose of preserving healthy trees, trees that contribute to the overall aesthetic quality of an area, and to preserve significantly sized trees that are important to the overall landscape of an area. The development application shall include the following information, and prior to deeming an application complete, shall be subject to the following process for review:
 - a. All development plans, and landscaping and irrigation plans shall show all [Protected](#) trees and indicate size and species with locations, drip lines and tree root zones properly surveyed.
 - b. ~~The city arborist will review and may hire an arborist to assist in evaluating any submitted~~ shall perform a resource evaluation, tree survey, and/or impact report using the plans provided by the applicant ~~shall be submitted which shall indicate the Protected trees that are proposed to remain and the Protected trees that are proposed for removal. The city arborist report shall make recommendations for trees requiring removal or appropriate for preservation. The report shall include procedures for pre-construction treatment and alternative construction methods. In addition, requirements for Preservation and Maintenance, contained in sub-section I shall be considered and appropriate conditions for long term maintenance of preserved trees shall be evaluated. The report shall explain the reasons for removal and the measures that will be taken to protect the Protected trees that are intended to remain. The City may hire a certified arborist, at the applicant's expense, to review the report submitted by the applicant.~~
 - c. Tree preservation measures shall be incorporated as conditions of permit ~~approval~~ which may include, but are not limited to a surety bond for the value of the trees, tree protection measures and periodic inspections.

- ~~d. The city Community Development Director may request arborist shall place a monetary value on trees preserved on development sites and a surety bond in an amount equal to the value of the preserved trees shall be deposited with the city. If damaged occurs to the preserved trees during development and/or construction, funds will be drawn from the deposited amount. Funds remaining in the account will be returned to the applicant upon final inspection of the project.~~
 - ~~e. During the pre-construction~~constriction~~ phase of development the city Community Development Director may require an arborist shall to inspect tree protection fencing and the completion of pre-construction treatments. This inspection shall be completed prior to the issuance of any grading or building permits.~~
 - ~~f. The city arborist Community Development Director shall routinely inspect the development site through the term of the project.~~
 - ~~g. If the City needs to hire an arborist, (The cost of such an the city arborist review and implementation of conditions, site inspection and related work shall be borne by the applicant.~~
- F. City-Required Removal of Trees. On order of the city manager, city engineer, building inspector, community development director, peace officer employed by the city of Scotts Valley police department or an employee of the fire district, a dead or diseased non-heritage tree may be required to be removed if it is determined to be a potential threat or if its removal is determined to be beneficial to the health and safety of surrounding vegetation or property.
- G. Applications. Application for a tree removal permit for any tree protected in this section shall be filed with the city planning department on forms prescribed by the community development director, and shall be accompanied by a fee as set forth by resolution of the city council. The application shall contain the number and location of each tree to be removed, the type and approximate size of the tree, the reason for removal, and such additional information as the community development director may require. The city shall mail notices to all properties within 100 feet of the property on which the tree is located at least the five closest neighboring property owners, the Scotts Valley planning commissioners and others deemed necessary by the community development director. The planning staff will determine who will receive the notice.
- H. Processing of and Determinations on Tree Removal Permits.
 - 1. Permit. Applications for removal of all Pprotected trees except Heritage trees shall be reviewed and determined by the community development planning director. Permit application for removal of Heritage trees shall be reviewed and determined by the planning commission.
 - 2. Criteria. Each application for a tree removal permit shall be reviewed and a decision rendered on approval or denial (in whole or in part) on the basis of following criteria:
 - a. The condition of the tree with respect to disease, danger of falling, proximity to existing or proposed structures, and interference with existing utility services;
 - b. The topography of the land and the effect of the tree removal upon

erosion, soil retention and the diversion or increased flow of surface waters;

- c. The number, species, size and location of existing trees in the area and the effect the removal would have upon shade, sunlight, privacy, scenic beauty, wildlife, noise, air quality, wind, health, safety, prosperity, historic values and general welfare of the area and the city as a whole.

3. Additional Recommendations. The community development director or planning commission may refer the application to another department, commission or person for a report and recommendation. They may also require the applicant to furnish a written report from a certified arborist ~~as identified on the list maintained by the planning department, such report to be obtained~~ at the expense of the applicant.

4. Dead or Diseased Tree(s). If a Protected tree is proposed for removal because it is either dead or dying, the community development director may require the submittal of a report from a certified arborist identifying the tree as dead or dying and recommending removal of the tree. There shall be no fee required for a permit for the removal of a dead or dying tree.

~~a. If a property owner is required to present a written report from a certified arborist, which identifies a tree(s) as dead or diseased and recommends removal, no fee shall be charged if such disease is considered terminal or can be spread to other trees causing further damage, disease or death.~~

~~b. If a property owner has been directed by city staff to remove a potentially destructive, dead or diseased tree, no tree removal permit shall be required.~~

~~c. If a request is filed to remove a dead tree, such tree shall be inspected by the community development director, and if determined to be dead, no fee for a permit to remove such tree shall be required nor shall any of the procedures for notification be required by subsection G and H.5.~~

Tree removal permits processed for dead trees shall be processed within three (3) business days. Failure to process the permit within three (3) days results in approval of the permit and the tree can be removed.

5. Decision by Community Development Director of Planning Commission on Permits and Replacement Tree(s) Requirements.

- a. The community development director shall render a decision on the permit in accordance with the adopted processing schedule maintained by the planning department. The director may grant or deny the application or grant the same with conditions, including, but not limited to, the condition that one or more replacement trees be planted of a species and size, at on or off site location(s) as designated by the community development director. Any such replacement trees shall be planted and maintained on the same site at the expense of the applicant. When a site is not of a sufficient size or other factors determined by the community development director warrant placement of trees off-site, such replacement tree(s) shall be substituted by payment of a fee to the city's tree replacement fund. When a permit is granted, denied or conditions attached, the community development director shall provide the applicant with a

- written statement of the reasons for said grant, denial or conditions based on the criteria of this subsection.
- b. Notice of the community development director's or planning commission's decision on any application for a tree removal permit shall be made by first class mail to the owners of the ~~five closest~~ neighboring properties within 100 feet, all members of the planning commission or others as required in subsection G and to any other person who has filed with community development director a written request for such notice.
 - c. The planning commission may request a tree removal permit to be reviewed by the planning commission during the initial notice period^[kp1] or by an appeal of the community development director's decision on a tree removal permit. If such request is made during the initial notice period, the community development director shall place such permit on the next available planning commission agenda. No action on the permit can be taken until the permit is reviewed and an action is taken by the planning commission. Action by the planning commission shall be in accordance with the criteria for approval of a tree removal permit as contained subsection H.2. Notwithstanding any other provision of this code, the decision of the planning commission on any tree removal permit shall be final.
 - d. An application to remove any Heritage tree shall be considered by the planning commission at a public hearing schedule for the next available planning commission meeting from the date the permit is filed. Notice of the public hearing shall be given pursuant to Section 17.50.090 of this title. The planning commission may grant or deny the application or grant the same with conditions, including, but not limited to, the condition that one or more replacement trees be planted of a species and size and at locations as designated by the planning commission. Any such replacement trees shall be obtained and planted at the expense of the applicant. When a permit is granted, denied or conditions attached, the planning commission shall provide the applicant with a written statement of the reasons for said grant, denial or conditions based on the criteria of this subsection. Notwithstanding any other provision of this code, the decision of the planning commission shall be final.
 - e. ~~Notice of the community development director's or planning commission's decision on any application for a tree removal permit shall be made by first class mail, postage prepaid, to the owners of the five closest neighboring properties, or others as required in subsection G and to any other person who has filed with the community development director a written request for such notice.~~
6. Denial of Tree Removal Permits. If a tree removal permit is denied by the community development director or planning commission, a re-application for removal of the tree(s) may be made at any time if conditions change or significant new information becomes available._

~~I. Preservation and Maintenance.~~

- ~~1. The existing ground surface in the tree zone of any protected trees shall not be cut, filled, compacted or paved as a part of any new development project unless specifically recommended by a certified arborist. Specific attention to paving or covering soil within the tree root zone of any protected trees shall be evaluated to ensure the long term health of the tree(s). All cut fill, compaction and paving within the tree root zone of any protected tree shall be reviewed by a certified arborist and appropriate recommendations made based upon the conditions relative to the particular site and the condition and type of tree being affected. When conditions are applied to new development projects for preservation of specific tree(s), such conditions shall be applied to the future preservation and maintenance of the tree(s) after construction is complete.~~
- ~~2. When a proposed development complies with subsection E.4 and still encroaches into the tree root zone of any protected tree, special construction techniques shall be employed to permit the roots to remain undisturbed. The special construction techniques, as recommended by a certified arborist, may be required to be submitted with the application for building permits.~~
- ~~3. Excavation adjacent to any protected tree shall not be permitted where material damage to the root system will result. In questionable situations, the applicant shall provide substantiated documentation acceptable and satisfactory to the certified arborist and the community development director showing that the trees will be properly protected. Posting of a bond to insure tree protection may be required at the discretion of the community development director.~~
- ~~4. Chain link fencing with posts sunk in the ground or other fencing method approved by an the city arborist shall be installed in locations surrounding tree(s) to be preserved during all construction activities on site. The location of the fencing shall be as determined by the certified arborist and community development director. Such fencing shall be installed by the applicant and inspected prior to issuance of a grading and building permit.~~
- ~~5. Landscaping and irrigation plans within the tree root zone of any protected tree(s) shall be reviewed and recommended by a certified arborist.~~

J. Appeal.

- ~~1. The applicant or any other interested person may appeal the decision of the community development director to the planning commission whose decision shall be final. Such appeal shall be in accordance with Chapter 17.50 of this codeNotice of the hearing shall be provided in the same manner as notice in subsection G. Notice of the planning commission's decision shall be forwarded to applicant within twenty one days of the date of the decision.~~
- ~~2. Where an application for a tree removal permit has been granted and the community development director determines that the tree in question presents a clear and immediate threat of causing injury to persons or property, the community development director may issue the tree removal permit prior to expiration of the appeal period.~~

- K. Designation of Heritage Trees. Any member of the public may petition the city council in writing to designate a tree or group of trees for the heritage tree inventory and the city council shall consider the request. A tree or group of trees may be designated as heritage tree(s) by resolution of the city council upon their finding that the tree(s) is/are of outstanding value because of any of the following reasons: age, size, aesthetics, history, uniqueness, tradition, or location. Trees designated as heritage trees shall be included in the heritage tree inventory.
- L. Removal from Heritage Tree Inventory. A tree or trees shall be removed from the heritage tree inventory upon adoption of a resolution by the city council based on findings of ~~the city~~ a certified arborist that:
1. The tree(s) is/are dead, or
 2. The tree(s) is/are irreparably damaged so that they will not survive, or
 3. The tree(s) is/are damaged, diseased, infested or infected so that they are a hazard to public health and safety or to other trees, or
 4. The tree(s) has/have been removed with the required tree removal permit for one of the above reasons, or
 5. The tree(s) no longer retain or hold the value for which they were placed upon the heritage tree list.
- M. No Liability Upon City. Nothing in this section shall be deemed to impose any liability upon the city or upon any of its officers or employees, nor to relieve the owner or occupant of any private property from the duty to keep in safe condition any trees and shrubs upon his/her property or upon a public right-of-way over his/her property.
- N. Enforcement. The community development director of the city, and his/her duly authorized representatives, are authorized and directed to enforce all the provisions of this chapter. Whenever activity is being done in violation of this chapter, the community development director may order the work stopped by notice in writing served on any persons engaged in such activity and such persons shall stop immediately until authorized by the community development director to proceed with such activity.
- O. Violations - Penalties. The violation of any provision contained in this chapter is declared to be unlawful and shall constitute a misdemeanor and a public nuisance, subject to the penalties as prescribed in Title 4~~Chapter 1.08~~ of this code. Such penalties may be waged also against a certified arborist or contractor who performed work in violation of this section. In addition thereto, any person unlawfully removing, destroying or damaging any protected tree shall be penalized as follows:
1. Replacing the unlawfully removed tree with one or more new trees which, in the opinion of the community development director or planning commission, will provide equivalent aesthetic quality in terms of size, height, location, appearance, age and other characteristics of the unlawfully removed tree. Such trees may be required to be located either on or off of the site where the tree was removed.

2. Where similar replacement trees will not provide reasonably equivalent aesthetic quality because of the size, height, location, appearance, age and other characteristics of the unlawfully removed or damaged tree, the community development director shall calculate the value of the removed tree in accordance with the latest edition of the Guide for Establishing Values of Trees and Other Plants, as prepared by the council of tree and landscape appraisers. Upon the determination of such value, the community development director may require either a cash payment to the city, and/or the planting of replacement trees as designated by the community development director, or any combination thereof, in accordance with the following:
 - a. To the extent that a cash payment is required for any portion or all of the value of the removed tree, and
 - b. To the extent that the planting of replacement trees is required, the retail costs of such trees, as shown by documentary evidence satisfactory to the community development director, shall be offset against the value of the removed or damaged tree, but no credit shall be given for transportation, installation, maintenance and other costs incidental to the planting and care of the replacement trees.
3. Where a violation(s) of this section has previously occurred with the same property owner, agent, certified arborist or contractor or advance knowledge of the requirements of this section have been provided to the property owner, agent or certified arborist or contractor, the community development director or planning commission, at their discretion, shall require payment of a penalty fee pursuant to subsection O.2.
4. In the event a violation is performed under the direction of a certified arborist, the certified arborist shall be removed from the city's list for a minimum of one year. If the certified arborist wishes to be placed back on the list after one year, a written confirmation of agreement to abide by the these regulations shall be submitted and approved by the community development director. Repeat violations of these regulations by a certified arborist is basis to permanently remove the certified arborist from the City's list.
5. All applications and permit fees paid to the city shall be forfeited. (Ord. 16-114 § 4, 2002: Ord. 16.104 § 2, 1998: Ord. 16.94 § 1)

~~The City's list of Heritage Trees is on the following page-~~

EXHIBIT A*

CITY OF SCOTTS VALLEY HERITAGE TREE INVENTORY

1. ~~Scott House Oak – Historic: One Civic Center Drive. Location of Scott House; Large oak tree and complex of post 1936 landscaping and trees.~~

2. ~~Creekside Development Black Walnut – Aesthetic: 920 Disc Drive.~~

3. ~~Granite Creek Road Cypress Row – Historic: Approximately 20 Cypress trees in median strip on Granite Creek Road, along Granite Creek Estates. Former Bussi Ranch – late 19th century farm and hotel site; other possible significant trees located in Granite Creek Estates residential subdivision.~~

4. ~~Santos Pond Oaks – Aesthetic: East of Glenwood Drive.~~

5. ~~G.E. Scott Milk House Locusts – Historic: 701 Glenwood Drive. Dates to 1850-1870; kept milk house cool during the summer.~~

6. ~~Redwood/Oak Grove – Aesthetic: East of Glenwood Drive/Canham Road intersection.~~

7. ~~Santa's Village Redwoods, Bays (laurel) and Oak – Aesthetic: Santa's Village significant groves.~~

8. ~~Hoover Redwood – Aesthetic: 312 Southwood Drive.~~

9. ~~Quien Sabe Bay (laurel) Trees – Aesthetic: North of Quien Sabe Road, rear of residence at 103 Kelsey Court.~~

10. ~~Scotts Valley Motel – Aesthetic: 4203 Scotts Valley Drive. Five large Ponderosa Pines.~~

11. ~~All large Oaks – Aesthetic: Old Office Building and vicinity of former Skypark Airport.~~

* ~~Locator Map on file in the Planning Department at City Hall~~