



A G E N D A

Meeting of the Scotts Valley City Council

Date: May 6, 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 5-1-15 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 4-15-15

- B. Approve check register – 4-27-15, 4-13-15
- C. Approve site rental agreement between the City of Scotts Valley and Jazzercise for use of the Scotts Valley Community Center from May 1, 2015 to April 30, 2016
- D. Approve the attendance of the Economic Development Subcommittee (Mayor Bustichi and Council Member Johnson) at the 2015 ICSC Conference in Las Vegas, Nevada, May 17-20, 2015
- E. Approve letter of support for SB 16 (Beall) for Transportation Funding
- F. Approve agreement for professional services between the City of Scotts Valley and the Biotic Resources Group for the mitigation and monitoring report plan for the Shugart Park Pathway and Footbridge Project

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. Consideration of loan agreement with the developer of the approved hotel located at 5030 Scotts Valley Drive, APN 022-091-61 (CityManager/Ando)
- 2. Consider approval of non-collection of Community Center rental fees for the Scotts Valley Sports Complex Fundraiser Events (CityManager/Ando)

PUBLIC HEARING (To be heard at 6:30 p.m.)

- 3. Consideration of Planning Commission recommended approval to the City Council for a Planned Unit Development Amendment to relocate a previously designated development envelope for a single-family dwelling and related property improvements on a vacant 5-acre parcel at 11 Ridgecrest Drive, APN 022-471-05 (Planning/Fodge)
 - ➔ Open public hearing
 - ➔ Close public hearing
 - ➔ Approve Resolution No. 1750.1
 - ➔ Approve Resolution No. 1253.3
- 4. Consider approval of fee adjustments for various Police, Administrative, Facility Rental, and Recreation fees (CityManager/Ando)
 - ➔ Open public hearing
 - ➔ Close public hearing
 - ➔ Approve Resolution No. 1198.64
 - ➔ Approve Resolution No. 1593.18

REGULAR AGENDA

(For Regular Agenda items following the public hearing. Regularly scheduled subjects of discussion on the Regular Agenda include:)

5. Discussion and consideration of policy options for outdoor storage uses in the City of Scotts Valley (Planning/Fodge)
6. 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: 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

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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MINUTES

Meeting of the Scotts Valley City Council

Date: April 15, 2015

POSTING:

The agenda was posted on 4-10-15
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 Flag ceremony performed by Boy Scout Troop 614.

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
Recreation Division Manager Ard
City Clerk Ferrara

Arrived at 6:30 pm

COMMITTEE REPORTS

VM Lind reported that April 16th has been named National Health Care Decision Day, and announced that on April 16 the Scotts Valley Senior Center will be hosting Santa Cruz County Hospice, who will be providing assistance in completing advance healthcare directives.

VM Lind reported that the Seniors Council, Area Agency on Aging met, and they will be sending out a senior needs assessment survey to 1,000 seniors who are 60 years or older to update the survey on the needs of seniors.

CM Aguilar reported that the League of California Cities recently endorsed SB 16 (Beall), which will provide transportation funding to local cities and counties, and they are hoping this legislation is successful in order to bring monies to our community for streets.

CM Aguilar reported that California Council of Governments and AMBAG received a presentation from William Kempton regarding VMT (Vehicle Miles Traveled) and the possibility of charging people per mile traveled on our freeways, rather than a gas tax.

CM Johnson reported that the Santa Cruz County Regional Transportation Commission met and announced that the SCCRTC employees received a 3.5% salary increase on top of a 2% increase from one year ago. He stated that he was the lone dissenting vote because.

Mayor Bustichi reported that the Santa Cruz Metropolitan Transit District Board held public meetings on April 10 in Santa Cruz and Watsonville and the decided to increase fairs and reduce hours of service. He stated that the potential savings is a small amount compared tot he \$10 million structural deficit, however, it is the first phase in dealing with the deficit.

CITY MANAGER REPORT

- City staff attended two meetings this week where we introduced prospective Active Transportation Plan projects for grant funding. The proposed projects were presented to the RTC Bicycle Advisory Committee and the RTC Elderly and Disabled Transportation Advisory Committee. Both groups provided feedback that will help the City put together successful grant applications. This is just the information gathering stage. Proposals will be due June 1. The projects included:
 1. ADA improvements on Mt. Hermon in front of K-Mart and CVS .
 2. Complete bicycle/sidewalk route on Kings Village Road to Blue Bonnet and Bean Creek.
 3. Bicycle greenways on road way at problem intersections.
 4. Install bicycle loop actuators at certain intersections throughout town.
 5. Bicycle and pedestrian road and intersection improvements on Glen Canyon from Mt Hermon to Green Hills Road.
- In the Building Department:
 1. Permits were issued for first building at 1440 - Harp & Gerhart dorm building. Other building (spa/restaurant) being submitted next week for plan check.
 2. Permits to be issued soon for 4-lot subdivision (Collado) near golf course.
 3. Lexington is starting to set parking garage pylons for first floor.
- The County is offering free tire recycling for both unincorporated County and city residents from Saturday, April 18 to Saturday, April 25. Scotts Valley residents should use the Ben Lomond Transfer Station. Fees will be waived on residential passenger / light truck tires under 36" in diameter. This program is supported by a CALRecycle grant.
- In case you were wondering, the flag was at half mast today by Presidential order in honor and appreciation of Abraham Lincoln who died this day 150 years ago.
- The Exchange Club Blue and Gold awards dinner is this Friday honoring our own Sergeant Mike Dean and SV Fire's Engineer/Paramedic Dennis Petteys.
- The second "Movie in the Park" sponsored by the Parks & Recreation Advocates will be Friday, May 15, at 8 pm at Skypark. It will be "Despicable Me." The first movie last October was a huge success with over 600 people attending.
- The Police Department completed their Annual Report for 2014. Copies are in the Council Member mailboxes and will be up on the Police Department website shortly.

PUBLIC COMMENT

Ellen Buckingham, spoke regarding the ADA Subcommittee that she served on and expressed her concerns regarding the lack of notification with respect to the restructuring of the ADA Subcommittee and its Bylaws.

Debbie Muth, Planning Commissioner and Member of the ADA Subcommittee, stated that she would like to see the ADA Subcommittee continue.

Wendy Brannan, former Parks & Recreation Commissioner, stated that the City needs to conform to ADA standards when improvements are made to City parks and facilities.

VM Lind spoke regarding the change in the flight path and announced that a meeting will be held on April 16 at 6:30 pm at the Branciforte Fire Station located at 2711 Branciforte Drive in Santa Cruz.

Mayor Bustichi announced that he attended the Rotary dinner on April 14, that was an awards ceremony for students at the Middle School and High School.

ALTERATIONS TO CONSENT AGENDA

M/S: Lind/Aguilar

To approve the Consent Agenda.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 4-1-15
- B. Approve check register – 4-3-15
- C. Accept the notice of completion for the Shugart Park Pathway and Footbridges Project and authorize City staff to issue a Notice of Completion to the contractor, Monterey Peninsula Engineering, and other appropriate parties
- D. Approve the Affordable Housing Agreement with Siri Development, LLC for The Manor, an 8-unit residential land division with 1 low-income affordable housing unit located at 10-17 Siri Lane, APN's 022-081-067 through 022-081-075
- E. Approve the Right of Entry Agreement between the City of Scotts Valley and the Scotts Valley Water District, and authorize the City Manager to execute the agreement
- F. Approve Administrative Procedure No. 47 - Paid Sick Time for Temporary, Part-time Employees, with an effective date of July 1, 2015 in accordance with AB 1522

ALTERATIONS TO REGULAR AGENDA

M/S: Lind/Johnson

To approve the Regular Agenda.

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

REGULAR AGENDA

1. Presentation from the Scotts Valley Historical Society regarding the Octagon Building

Chuck Fetter, President of the Scotts Valley Historical Society, spoke regarding the Octagon Building and requested that the City Council reconsider the location of the Octagon History Museum. He asked that the Council consider locating the Octagon History Museum at the previous Oak Tree site in MacDorsa Park as they feel this is a more accessible site, and responded to questions from Council.

Debbie Muth, Scotts Valley Historical Society, spoke in favor to the City Council approving the Oak Tree site location for the Octagon Building.

Corky Roberson, spoke in opposition to the City Council approving the Oak Tree site location for the Octagon Building.

Jay Topping, Scotts Valley Historical Society, spoke in favor to the City Council approving the Oak Tree site location for the Octagon Building.

CM Aguilar spoke in favor of the Oak Tree site location.

CM Reed spoke in opposition to the Oak Tree site location as this is an active park that is used on a regular basis by children and families.

VM Lind spoke in opposition to the Oak Tree site location as this is an active park that is used on a regular basis by children and families and because of the dense housing around the park.

Mayor Bustichi spoke in opposition to the Oak Tree site location as this is an active park that is used on a regular basis by children and families and he feels this is a better use of maximizing use park land.

2. Discussion and consideration of lights at the Majors Field at Siltanen Park

RDM Ard presented the written staff report and responded to questions from Council.

Mayor Bustichi asked if Council could also request that the Girls Softball field lights be included in the study. CA Powell responded that Council could provide that direction.

Corky Roberson, representing the Scotts Valley Little League Board of Directors (SVLL), spoke in favor of the City Council approving this project and stated that this would allow the Scotts Valley Little League to apply for State tournaments to be held in Scotts Valley, which require night games and lighting for those games. He stated that the SVLL Board supports the project and will be able to contribute to the costs.

Mayor Bustichi asked if the SVLL would consider sharing in the \$15,000 cost, possibly half, for the initial study and CEQA review.

Mr. Roberson stated that the SVLL would share in the costs, however, he was not sure of the exact amount at this time.

Wendy Brannan, SV resident, requested that the City Council make sure they do their due diligence in this process.

CA Powell responded to questions from Council and stated that Council would initially authorize City staff to research and file an application for a use permit, which would then trigger the environmental review consisting of an initial study to determine CEQA impacts.

M/S: Johnson/Aguilar

To authorize City staff to research and file an application for a use permit.

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

M/S: Johnson/Reed

To fund the study with Park Impact Fees.

Carried 4/1 (AYES: Bustichi, Johnson, Lind, Reed; NOES: Aguilar)

3. Future Council agenda items

None.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:18 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 negotiator re 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 54956.9b, the City Council met in closed session to confer with their legal counsel regarding potential litigation - 1 case.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:30 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 7:30 p.m.

Approved: _____
Dene Bustichi, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

MINUTES

Special Closed Session Meeting of the Scotts Valley City Council

Date: April 15, 2015

POSTING:

The agenda was posted on 4-10-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 7:31 p.m.

ROLL CALL

Present:

Dene Bustichi, Mayor
Donna Lind, Vice Mayor
Stephany E. Aguilar, City Council Member
Randy Johnson, City Council Member
Jim Reed, City Council Member
Steve Ando, City Manager
Kirsten Powell, City Attorney

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:31 p.m. to discuss the following item:

- (1) 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 021-027-04.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:39 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 7:39 p.m.

Approved: _____

Dene Bustichi, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
001097	ACORN COURT APARTMENTS	104093	04/27/15	3,523.52
001405	AFLAC-FLEX ONE	104094	04/27/15	2,771.78
001626	AGUILAR/STEPHANY	104095	04/27/15	12.65
003408	ALANIZ/LUPITA	104096	04/27/15	603.75
000881	ALVAREZ INDUSTRIES INC.	104097	04/27/15	2,544.00
001278	AVERA DDS MS/JOHN B	104098	04/27/15	195.00
001373	BAY TREE, LLC	104099	04/27/15	3,620.38
003281	BEYMER/AUSTIN	104100	04/27/15	420.00
003419	BIKE DOJO, LLC	104101	04/27/15	297.50
001566	BUSINESS WITH PLEASURE	104102	04/27/15	111.01
001385	CALIFORNIA PUBLIC EMPLOY	104103	04/27/15	118,883.38
003174	CAPITAL ONE COMMERCIAL	104104	04/27/15	798.27
001051	COASTAL EVERGREEN CORP	104105	04/27/15	1,700.00
002091	COMCAST	104106	04/27/15	445.78
000389	DASSEL'S PETROLEUM INC	104107	04/27/15	5,034.55
001362	DUNCAN AUTO TECH	104108	04/27/15	1,300.24
001257	EBRAHIMIAN DDS/MARK	104109	04/27/15	144.00
003354	ELITE MARTIAL ARTS, INC	104110	04/27/15	35.00
001376	GRAFF DDS/STEVEN J	104111	04/27/15	1,000.00
001239	HAYASHI DDS/ARTHUR K	104112	04/27/15	356.00
001308	JOHNSON DDS/BRETT	104113	04/27/15	136.80
001372	KURATOMI DDS/REED K	104114	04/27/15	154.00
001673	LINCOLN FINANCIAL GROUP	104115	04/27/15	1,041.71
000284	LOGAN & POWELL, LLP	104116	04/27/15	13,108.00
003321	LOPEZ/RENE	104117	04/27/15	115.22
001591	MARKELL/ROD	104118	04/27/15	1,974.00
003171	MICHALAK/GENE	104119	04/27/15	110.00
003285	MONTEREY COUNTY	104120	04/27/15	384.12
000463	NOB HILL FOODS	104121	04/27/15	375.43
000463	NOB HILL FOODS	104122	04/27/15	278.73
001233	PORTER DDS MS/BRENT J	104123	04/27/15	170.00
.14877	RAMIREZ/MARTHA	104124	04/27/15	200.00
003418	ROSS/HEATHER	104125	04/27/15	710.50
001533	SANTA CRUZ COUNTY BANK	104126	04/27/15	2,818.58
001533	SANTA CRUZ COUNTY BANK	104127	04/27/15	1,777.77
000122	SANTA CRUZ/CITY OF	104128	04/27/15	412.34
001431	SCHWARZ/JERRY	104129	04/27/15	280.80
000129	SCOTTS VALLEY BANNER	104130	04/27/15	455.60
001586	SCOTTS VALLEY CLEANERS	104131	04/27/15	587.00
000405	SILVERSTEIN/THOMAS	104132	04/27/15	4,497.45
.14876	SUPER PRODUCTS LLC	104133	04/27/15	1,642.50
001589	TELECOMMUNICATIONS	104134	04/27/15	424.13
001933	THURINGER/JOE	104135	04/27/15	104.96
001249	TORRES, MARCELA A	104136	04/27/15	293.60
000146	U.S. POSTMASTER	104137	04/27/15	220.00
001803	VARGAS ACADEMY OF	104138	04/27/15	784.00
001106	VERIZON WIRELESS	104139	04/27/15	2,069.10
003420	VERIZON WIRELESS LERT B	104140	04/27/15	100.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000151 VISION SERVICE PLAN	104141	04/27/15	1,222.00	
	003145 WAGE WORKS	104142	04/27/15	110.00	
	000443 WALPOLE/STEVE	104143	04/27/15	10.50	
	003364 WILEY/RONDA	104144	04/27/15	224.00	
	000952 WILSON/JOHN	104145	04/27/15	10.50	
	003166 WISDOM/ANGIE	104146	04/27/15	755.00	
	001625 YOSHIDA DDS/NOREEN	104147	04/27/15	540.00	
	GENERAL CHECKING ACCOUNT			181,895.15	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
04/27/2015 15:48:37
GL540R-V07.27 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				181,895.15

RECORDS PRINTED - 000148

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
04/27/2015 15:48:38
GL060S-V07.27 RECAPPAGE

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	131,391.86
004	RECREATION	17,395.14
010	WASTEWATER OPERATIONS	11,732.23
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	12,449.90
025	GENERAL TRUST	111.01
028	SENIOR CENTER	2,037.25
112	DENTAL INS INTERNAL SERV	3,270.20
123	COMMUNITY FACILITY CENTER	1,533.56
TOTAL ALL FUNDS		181,895.15

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	181,895.15
TOTAL ALL BANKS		181,895.15

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
	000182 A SIGN ASAP	104003	04/13/15	78.30
	003123 A T & T	104004	04/13/15	371.72
	001055 ADAMSON POLICE SUPPLY	104005	04/13/15	152.44
	003307 ALEXIS PARTY RENTAL	104006	04/13/15	30.00
	000881 ALVAREZ INDUSTRIES INC.	104007	04/13/15	1,319.00
	000563 APPI	104008	04/13/15	140.00
	003319 ARMSTRONG/KILEY	104009	04/13/15	200.00
	000097 AT&T	104010	04/13/15	9.25
	.14873 AYERS HOTEL	104011	04/13/15	283.38
	003416 BALBOA CAPITAL	104012	04/13/15	225.12
	001066 BEHAVIORAL HEALTH CARE I	104013	04/13/15	258.00
	000021 BOWMAN & WILLIAMS	104014	04/13/15	15,545.75
	000437 BRASS KEY LOCKSMITH	104015	04/13/15	43.39
	003417 CA SURVEYING & DRAFTING	104016	04/13/15	1,238.44
	001956 CENTRAL COAST CISM TEAM	104017	04/13/15	187.50
	000773 CENTRAL COAST LANDSCAPE	104018	04/13/15	766.00
	000756 CENTRAL HOME SUPPLY	104019	04/13/15	2,522.75
	000037 CRYSTAL SPRINGS WATER CO	104020	04/13/15	75.55
	003247 DANFOSS, LLC	104021	04/13/15	17,628.99
	001362 DUNCAN AUTO TECH	104022	04/13/15	3,375.66
	001257 EBRAHIMIAN DDS/MARK	104023	04/13/15	245.60
	001997 EPIC SPORTS	104024	04/13/15	1,020.43
	003415 EZ LINER	104025	04/13/15	2,622.08
	000375 FIRST ALARM SECURITY & P	104026	04/13/15	275.00
	001597 FLEMING/JOSEPHINE	104027	04/13/15	7,500.00
	003041 FRONTIER ANALYTICAL LABO	104028	04/13/15	900.00
	003412 GOLDBERG DDS/STUART P	104029	04/13/15	121.60
	001657 GOLDEN GATE TRUCK CENTER	104030	04/13/15	80.35
	000057 HACH COMPANY	104031	04/13/15	1,724.84
	001856 HUB INTERNATIONAL	104032	04/13/15	256.08
	003277 IMPERIAL SPRINKLER SUPPL	104033	04/13/15	1,353.24
	001895 IMSA	104034	04/13/15	265.00
	000835 INTERSTATE SALES	104035	04/13/15	1,754.44
	003402 KELINDA'S CUSTOMS	104036	04/13/15	170.00
	003142 KELLY-MOORE PAINT CO INC	104037	04/13/15	257.15
	003414 KEYSER MARSTON ASSOCIATE	104038	04/13/15	10,387.17
	001884 KIEFER & ASSOCIATIES/ADO	104039	04/13/15	70.00
	000066 KING'S PAINT & PAPER	104040	04/13/15	3.46
	001992 KOSMONT COMPANIES, INC	104041	04/13/15	13,714.95
	001333 LARA/ JESUS D	104042	04/13/15	276.03
	000698 LAS ANIMAS CONCRETE & BU	104043	04/13/15	254.72
	003403 MAR-KEN INTERNATIONAL PO	104044	04/13/15	26.00
	003413 MATRIX CONSULTING GROUP	104045	04/13/15	4,097.00
	001981 MEDTOX DIAGNOSTICS, INC	104046	04/13/15	251.89
	000195 MESITI-MILLER ENGINEERIN	104047	04/13/15	756.00
	000218 MID VALLEY SUPPLY	104048	04/13/15	1,987.98
	000083 MISSION UNIFORM SERVICE	104049	04/13/15	1,828.14
	000967 MONTEREY BAY SYSTEMS	104050	04/13/15	72.83

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	000888 MONTEREY PENINSULA ENGIN	104051	04/13/15	44,543.41	
	001418 MONTEREY REGIONAL	104052	04/13/15	12,155.70	
	000086 MOTION INDUSTRIES INC.	104053	04/13/15	173.89	
	000939 NATIONAL COMTEL NETWORK	104054	04/13/15	54.80	
	000088 NORTH BAY FORD-LINCOLN-	104055	04/13/15	130.00	
	001872 NORTH CENTRAL LABORATORI	104056	04/13/15	467.12	
	001988 O'REILLY AUTOMOTIVE, INC	104057	04/13/15	88.78	
	001802 ONTRAC	104058	04/13/15	141.90	
	000101 PACIFIC GAS & ELECTRIC C	104059	04/13/15	139.76	
	000101 PACIFIC GAS & ELECTRIC C	104060	04/13/15	44.11	
	000098 PALACE ART & OFFICE	104061	04/13/15	1,303.75	
	001890 PARKSON CORPORATION	104062	04/13/15	1,811.26	
	000382 PETE'S OUTFLOW TECHNICA	104063	04/13/15	480.00	
	003328 PETERSON TRUCKS, INC	104064	04/13/15	2,627.78	
	000100 PETTY CASH - R. LIEB	104065	04/13/15	60.00	
	003165 PHENOVA	104066	04/13/15	621.10	
	000102 PITNEY BOWES	104067	04/13/15	294.88	
	002015 PROFORCE LAW ENFORCEMENT	104068	04/13/15	440.22	
	001917 PURE VALLEY WATER, INC	104069	04/13/15	179.01	
	002043 ROYAL WHOLESALE ELECTRIC	104070	04/13/15	59.85	
	001894 S.V. WATER DISTRICT - BU	104071	04/13/15	212.93	
	000201 SAFETY-KLEEN CORP	104072	04/13/15	874.87	
	003346 SAN LORENZO	104073	04/13/15	161.45	
	000135 SAN LORENZO VALLEY WATER	104074	04/13/15	61.28	
	000126 SANTA CRUZ FIRE EQUIPMEN	104075	04/13/15	80.00	
	000127 SANTA CRUZ SENTINEL	104076	04/13/15	310.42	
	000915 SANTA CRUZ/COUNTY OF	104077	04/13/15	260.00	
	003397 SCOTTS VALLEY LAND LLC	104078	04/13/15	80,000.00	
	000131 SCOTTS VALLEY MEDICAL	104079	04/13/15	262.00	
	003287 SLV ELECTRIC, INC	104080	04/13/15	3,257.28	
	000138 SPORT ABOUT	104081	04/13/15	317.17	
	000143 SUMMIT UNIFORMS	104082	04/13/15	814.54	
	003347 TOWNE FORD	104083	04/13/15	29,694.24	
	001366 U.S. BANCORP OFFICE	104084	04/13/15	1,248.28	
	003008 WILLIAMS/JESSE	104085	04/13/15	168.00	
	001625 YOSHIDA DDS/NOREEN	104086	04/13/15	1,013.00	
	002021 ZOOM	104087	04/13/15	19.30	
	001880 ZUMAR INDUSTRIES INC	104088	04/13/15	509.69	
	GENERAL CHECKING ACCOUNT			281,804.99	***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				281,804.99

RECORDS PRINTED - 000178

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	53,985.95
004	RECREATION	2,697.80
010	WASTEWATER OPERATIONS	28,138.68
011	TERTIARY TREATMENT PLANT	3,729.02
014	WASTEWATER EQMT REPLACE RES	17,628.99
019	AFFORDABLE HOUSING	80,000.00
023	SVRDA SUCCESSOR AGENCY	13,714.95
025	GENERAL TRUST	2,340.00
028	SENIOR CENTER	849.36
050	PINEWOOD EST LNDSCP MAINT DT	827.28
112	DENTAL INS INTERNAL SERV	1,380.20
123	COMMUNITY FACILITY CENTER	1,159.11
150	GENERAL CAPITAL IMPROVEMENTS	45,659.41
306	SUPPL LAW ENFORCEMENT SRVS	29,694.24
TOTAL ALL FUNDS		281,804.99

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	281,804.99
TOTAL ALL BANKS		281,804.99

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: May 6, 2015
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
SUBJECT: Jazzercise Site Rental Agreement

SUMMARY OF ISSUE

Jazzercise has requested the use of the Community Center from 6-11am, Monday through Saturday, 5:00 to 7:00 pm Monday, Tuesday and Thursday. The proposed rental agreement would be for a period of one year, May 1st to April 30th. The rental fee is 25% of the gross receipts for all classes offered, averaging a minimum monthly fee of \$630.00. The use of the Community Center will accommodate growth of Jazzercise classes.

FISCAL IMPACT

Minimum \$7,560 annual revenue.

STAFF RECOMMENDATION

Approve the Site Rental Agreement between the City of Scotts Valley and Jazzercise.

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Site Rental Agreement

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SITE RENTAL AGREEMENT

THIS SITE RENTAL AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the CITY OF SCOTTS VALLEY, a California municipal corporation, hereinafter referred to as "Landlord," and JAZZERCISE _____, hereinafter referred to as "Tenant."

RECITALS

1. Landlord is the owner of that certain parcel of real property located at 360 Kings Village Rd., Scotts Valley on which the Scotts Valley Community Center is located (the "Site").

2. Tenant desires to use the Site for exercises classes on a regular basis.

NOW, THEREFORE, as full and complete consideration of the covenants and agreements hereinafter set forth, Landlord and Tenant agree as follows:

AGREEMENT

A. **PREMISES:** Landlord hereby rents to Tenant and Tenant hereby rents from Landlord from 6am to 11am, Monday through Friday, 5pm to 7pm Monday, Tuesday and Thursday at the Community Center main room (referred to as the "Premises"). However, in the event Landlord receives a paid reservation for the Premises during one of the times listed above, the Landlord may notify Tenant of such reservation no later than one week prior to the class, and Tenant shall have no rights to use the Premises during that time. Tenant shall have the right to use the Premises at other times, provided it requests such right to use the Premises no later than one week prior to the requested time and the Premises are not already committed to another party by Landlord.

B. USE OF PREMISES:

1. **Permitted Uses.** Landlord hereby grants permission to Tenant to occupy the Premises for exercise classes.

2. **Site Facilities.** Tenant shall not make any improvements to the Premises without the prior written consent of the Recreation Division Manager. Any equipment necessary for Tenant's operations shall be provided by Tenant and removed at the end of each class.

3. **Compliance with Governmental Regulations.** Tenant shall, at Tenant's expense, faithfully observe and comply with all Municipal, State and Federal statutes, rules, regulations, ordinances, requirements, and orders (collectively referred to as "Rules"), now in force or which may hereafter be in force pertaining to the Premises or Tenant's use thereof. The judgment of any court of competent jurisdiction, or the admission of Tenant in any action or proceeding against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any Rules shall be conclusive proof of that fact as between Landlord and Tenant.

C. **TERM:** The Term ("Term") of this Agreement shall be for one year, and shall commence on May 1, 2015, and shall terminate on April 30, 2016, unless sooner terminated as provided herein.

D. **RENT:** Tenant agrees to pay Landlord, as Rent for the Premises, 25% of the gross receipts for all classes offered at the Premises. Such payment shall be made in arrears on the fifth of each and every calendar month during the Term to the party and at the address designated in Section G. Such payment shall be accompanied by an income report documenting the income earned by Tenant during that previous month. Landlord shall have the right to audit the books of Tenant to confirm the accuracy of the monthly payment.

E. **UTILITIES:** Landlord shall pay for gas, electricity, water, trash and sewer to the Premises.

F. **HOLDING OVER:** Should Tenant, with Landlord's written consent, remain on the Premises, or any portion thereof, after the date upon which the Premises is to be surrendered, Tenant shall become a tenant on a month-to-month basis upon all the terms, covenants and conditions of this Agreement. During any such month-to-month tenancy, Tenant shall pay monthly rent in the amount which was payable by Tenant during the immediately preceding month, subject to any rent adjustments as provided in the Agreement. Nothing in this Section is to be construed as a consent by Landlord to the occupancy or possession of the Premises by Tenant after the expiration of the term.

G. **NOTICE:** Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Landlord and Tenant at their respective addresses set forth below. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses for the purpose of this section may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated shall be considered in effect for all purposes hereunder.

Landlord:

CITY OF SCOTTS VALLEY
One Civic Center Drive
Scotts Valley, CA 95066
Attn: City Manager
Tel: (831) 440-5600
Fax: (831) 438-2793

Tenant:

Melanie Mulder
DBA Jazzercise
P.O. Box 245
Mt. Hermon Rd. #M134
Scotts Valley, CA 95066
Tel: (805) 801-9620

H. **LIABILITY AND INDEMNITY:**

1. **Of Landlord.** Tenant shall indemnify and hold harmless Landlord, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "Agents") of Landlord against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Tenant's use of the Premises or from any activity done, permitted or suffered by Tenant in or about the Premises. If any action or proceeding is brought against Landlord by reason of any such claim, upon notice from Landlord, Tenant shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord.

2. **Of Tenant.** Landlord shall indemnify and hold harmless Tenant, and its agents, employees, partners, shareholders, officers, directors, invitees, and independent contractors (collectively "Agents") of Tenant against and from any and all claims, liabilities, judgments, costs, demands, causes of action and expenses (including, without limitation, reasonable attorneys' fees) arising from Landlord's use of the Premises or from any activity done, permitted or suffered by Landlord in or about the Premises. If any action or proceeding is brought against Tenant by reason of any such claim, upon notice from Tenant, Landlord shall defend the same at Landlord's expense by counsel reasonably satisfactory to both Tenant and Landlord. The obligations of Tenant and Landlord under this Section H. shall survive any termination of this Agreement.

I. **SURRENDER:** Tenant agrees that on the last day of the Term, or Extended Term, Tenant shall surrender and vacate the Premises in good condition and repair (damage by Acts of God, fire, and normal wear and tear excepted). All property of Tenant not so removed in thirty (30) days, unless such non-removal is consented to by Landlord in writing, shall be deemed abandoned by Tenant, provided that in such event Tenant shall remain liable to Landlord for all reasonable costs incurred in storing and disposing of such abandoned property of Tenant. The obligations herein shall survive the termination of the Agreement.

J. **MAINTENANCE OF PREMISES:** Tenant shall not do anything to cause any damage to the Site. In the event damage is caused by Tenant or any of its customers, Tenant shall promptly repair the damage at its sole cost and expense.

K. **TERMINATION:** Either party has the right to terminate this Agreement at any time upon providing the other party thirty (30) days' written notice for any reason or no reason. Should either party terminate pursuant to this provision, the termination shall be subject to the surrender provisions set out above, as if it were the last day of the Term.

L. **TENANT'S DEFAULT:** The occurrence of any one of the following events shall constitute an event of Default on the part of Tenant ("Default"):

1. The complete abandonment of the Premises by Tenant;
2. Failure to pay two (2) continuous installments of Rent or any other monies due and payable hereunder, said failure continuing for a period of ten (10) days after written notice thereof from Landlord to Tenant;
3. A general assignment by Tenant for the benefit of creditors, without the prior written approval of Landlord, which approval shall not be unreasonably withheld;

4. The filing of a voluntary petition in bankruptcy by Tenant, the filing of a voluntary petition for an arrangement, the filing of a petition, voluntary or involuntary, for reorganization, or the filing of an involuntary petition by Tenant's creditors, said involuntary petition remaining undischarged for a period of sixty (60) days; notwithstanding the foregoing, this paragraph shall not apply if Tenant continues to make timely rental payments to Landlord;

5. Failure in the performance of any of Tenant's covenants, agreements or obligations hereunder which failure continues for ten (10) days after written notice thereof from Landlord to Tenant, provided that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such ten (10) business day period despite reasonable diligence, Tenant shall not be in Default under this subsection unless Tenant fails thereafter diligently and continuously to cure such failures; or

6. Chronic delinquency by Tenant in the payment of Rent, or any other periodic payments required to be paid by Tenant under this Agreement. "Chronic Delinquency" shall mean failure by Tenant to pay Rent, or any other payments required to be paid by Tenant under this Agreement within ten (10) days after written notice thereof for any three (3) months (consecutive or nonconsecutive) during any twelve (12) month period. In the event of a Chronic Delinquency, in addition to Landlord's other remedies for Default provided in this Agreement, at Landlord's option, Landlord shall have the right to require that Rent be paid by Tenant quarterly, in advance.

Tenant agrees that any notice given by Landlord pursuant to the above shall satisfy the requirements for notice under California Code of Civil Procedure section 1161, and Landlord shall not be required to give any additional notice in order to be entitled to commence an unlawful detainer proceeding.

M. LANDLORD'S REMEDIES:

1. **Termination for Breach.** In the event of any Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity and under this Agreement, Landlord shall have the immediate option to terminate this Agreement and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Agreement then Landlord may recover from Tenant:

a. the worth at the time of award of any unpaid Rent and any other sums due and payable which have been earned at the time of such termination; and

b. such reasonable attorneys' fees incurred by Landlord as a result of a Default, and costs in the event suit is filed by Landlord to enforce such remedy; and

2. **Re-entry.** In the event of any Default by Tenant, Landlord shall also have the right, and if Landlord terminates this Agreement in compliance with applicable law, to re-enter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

3. **Re-letting.** In the event of the abandonment of the Premises by Tenant or in the event that Landlord shall elect to re-enter as provided above or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, Landlord may re-let the Premises.

4. **Cumulative Remedies.** The remedies herein provided are not exclusive and Landlord shall have any and all other remedies provided herein or by law or in equity.

5. **No Surrender.** No act or conduct of Landlord shall be deemed to be or constitute an acceptance of the surrender of the Premises by Tenant prior to the expiration of the Term, or as specifically provided for above, and such acceptance by Landlord of surrender by Tenant shall only flow from and must be evidenced by a written acknowledgment of acceptance of surrender signed by Landlord.

N. **LANDLORD'S DEFAULT:** Landlord shall not be considered to be in Default under this Agreement unless: (a) Landlord is given notice specifying the Default, and (b) Landlord has failed for thirty (30) days to cure the Default, if it is curable, or to institute and diligently pursue reasonable corrective acts for Defaults that cannot be reasonably cured within thirty (30) days.

O. **LIABILITY INSURANCE:** During the term of this Agreement, Tenant shall, at Tenant's expense, obtain and keep in force a policy of comprehensive public liability insurance with policy limits in the amount required by the Monterey Bay Area Insurance Fund for the Landlord to maintain for general liability and property damage. The limit of said insurance shall not limit the liability of the Tenant hereunder. Tenant may carry such insurance under a blanket policy provided such insurance adds Landlord as an additional insured. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain said insurance, at the expense of Tenant. Upon request, Tenant shall deliver to Landlord certificates evidencing the existence and amounts of such insurance and naming Landlord as additional insured. No policy shall be cancelable or subject to reduction of coverage except after thirty (30) days prior written notice to Landlord.

P. **ASSIGNMENT BY TENANT:** Tenant shall not voluntarily or by operation of law assign all or any part of Tenant's interest in the Agreement or in the Premises, without Landlord's prior written consent, which consent may be withheld in the sole and absolute discretion of Landlord or conditioned.

Q. **ATTORNEY'S FEES:** In the event any legal action or proceeding, including arbitration and declaratory relief, is commenced for the purpose of enforcing any rights or remedies pursuant to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, as well as costs of suit, in said action or proceeding, whether or not such action is prosecuted to judgment.

R. **WAIVER:** The waiver of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent by Landlord shall not be deemed to be

a waiver of any preceding breach by Tenant, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent. No delay or omission in the exercise of any right or remedy of Landlord on any Default by Tenant or in the exercise of any right or remedy of Tenant shall impair such a right or remedy or be construed as a waiver. Any waiver by Landlord of any Default must be in writing and shall not be a waiver of any other Default concerning the same or any other provisions of this Agreement.

S. INTEREST: Any installment of Rent and any other sum due from Tenant under this Agreement which is not received by Landlord within ten (10) days from when the same is due shall bear interest from such tenth (10th) day until paid at an annual rate equal to the maximum rate of interest permitted by law. Payment of such interest shall not excuse or cure any Default by Tenant.

T. SUBORDINATION: Landlord shall have the right to cause this Agreement to be and remain subject and subordinate to any and all mortgages and deeds of trust, if any ("Encumbrances") that are now or may hereafter be executed covering the Premises, or any renewals, modifications, consolidations, replacements or extensions thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advances, together with interest thereon and subject to all the terms and provisions thereof; provided only, that upon the foreclosure of any such mortgage or deed of trust, so long as Tenant is not in Default, the holder thereof ("Holder") shall agree in writing to recognize Tenant's rights under this Agreement as long as Tenant shall pay the Rent and observe and perform all the provisions of this Agreement to be observed and performed by Tenant. Within twenty (20) days after Landlord's written request, Tenant shall execute, acknowledge and deliver any and all reasonable documents required by Landlord or the Holder to effectuate such subordination. If Tenant fails to do so, such failure shall constitute a Default by Tenant under this Agreement. Pursuant to the terms of this paragraph, Tenant hereby attorns and agrees to attorn to any person or entity purchasing or otherwise acquiring the Premises at any sale or other proceeding or pursuant to the exercise of any other rights, powers or remedies under such Encumbrance.

U. CONSTRUCTION: This Agreement shall be construed and interpreted in accordance with the laws of the State of California. If any provision of this Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect.

V. MISCELLANEOUS: This Agreement and any attached exhibits and addenda, as signed by the parties hereto, constitute the entire agreement between Landlord and Tenant; no prior written promises, nor prior, contemporaneous, or subsequent oral promises or representations, shall be binding. This Agreement shall not be amended or changed except by written instrument signed by the parties hereto. Section captions herein are for convenience only and neither limit or amplify the provisions of this instrument. The provisions of this instrument shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of said Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement

as of 04/20 2015

LANDLORD:
CITY OF SCOTTS VALLEY

By: _____
Steve Ando
City Manager

TENANT:

Nebbie Shriver Mulder
dba Jazzercise

By: Nebbie Shriver Mulder
Its: Franchised Owner
dba Jazzercise

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: May 6, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: ATTENDING THE ANNUAL ICSC

SUMMARY OF ISSUE

The annual ICSC conference will be held in Las Vegas, May 17-20, 2015. ICSC is the International Council of Shopping Centers, which is the global trade association of the shopping center industry. This annual conference brings together shopping center owners, developers, managers, marketing specialists, investors, retailers, and other professionals, as well as public officials.

Mayor Bustichi and Council Member Johnson have attended this conference in years past and are recommending that they attend this year's conference. This is an opportunity to meet with the new Terramar representatives. Terramar purchased Property Development Centers and is now the developer for the Town Center project. This will also give Mayor Bustichi and Council Member Johnson the ability to partner with Terramar to meet with other retailers and communicate the City's support for this project.

FISCAL IMPACT

The registration fees of \$570, round trip airfare and hotel of \$678 each will be paid out of the monies deposited by the developer for staff time. Meal costs will come from the General Fund.

STAFF RECOMMENDATION

It is recommended that the City Council approve the attendance of the Economic Development Subcommittee to the 2015 ICSC conference in Las Vegas, May 17-20, 2015.

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: May 6, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: **Approval of Letter of Support for SB 16 (Beall) Transportation Funding**

SUMMARY OF ISSUE

Council Member Aguilar has requested a letter of support for SB 16, authored by Senator Jim Beall who is also the chair of the Senate Transportation Committee. SB 16 would provide a five-year temporary funding source for California's transportation system and our local streets and roads. It is supported by the League of California Cities.

The funds raised by this bill would be used for maintenance and preservation of local streets and roads and the state highway system. The bill is estimated to generate between \$2.8 and \$3.6 billion annually. The City of Scotts Valley's share of those revenues are estimated to be \$242,000 to \$312,000 annually for five years.

SB 16 would raise these funds through the following:

- A 10 cent increase in the excise tax on gasoline and diesel;
- \$35 Vehicle Registration Fee increase for all vehicles;
- A \$100 Vehicle Registration Fee increase for zero-emission vehicles;
- Payback of outstanding transportation loans over a three-year period; and
- Truck Weight Fees would be returned to the transportation fund over a five-year period (20 percent annually). The general fund would be backfilled by a 0.35% increase in the Vehicle License Fee over the five-year period (raised in 0.07% increments over the five-year period).

FISCAL IMPACT

As the bill is currently written, the City of Scotts Valley would receive an estimated \$242,000 to \$312,000 annually over a five-year period for street and road maintenance and preservation.

STAFF RECOMMENDATION

The Council authorized the Mayor to sign the letter of support for SB 16.

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CITY OF SCOTTS VALLEY

OFFICE OF THE CITY MANAGER

One Civic Center Drive · Scotts Valley · California · 95066
Phone (831) 440-5600 · Facsimile (831) 438-2793 · www.scottsvally.org

May 6, 2015

Honorable Jim Beall
Member, California State Senate
State Capitol, Room 2209
Sacramento, CA 95814
Via FAX: (916) 651-4915

RE: **SB 16 (Beall). Transportation Funding.** *(as amended April 15, 2015)*
Notice of Support

Dear Senator Beall:

The City of Scotts Valley supports SB 16, which would provide much needed funding to the state and local roadway system over a period of five years to address the overwhelming backlog of preservation and maintenance.

The condition of streets and roads in the state is getting so bad that if California doesn't commit to prioritizing funding to fix them, we could be facing a catastrophe. Without this additional funding, 25% of local streets and roads will be in failed condition in a very short 10 years.

If regular maintenance is neglected, the costs of repairs increase exponentially. Senate Bill 16 would expressly address the backlog of maintenance needs, and is estimated to generate between \$2.8 and \$3.6 billion annually. In addition, five percent of the revenues would be set aside to incentivize counties currently without a local transportation funding measure to approve such a measure.

The City of Scotts Valley has enough projects that would use the projected funding over the next five years. Some of these projects would restore streets before more expensive repairs would be needed. Other projects would repair streets that are at the point of substantial repair work. SB 16 would help make these projects a reality.

We cannot stress enough the importance of acting on the transportation funding shortfall. Thank you for your leadership on this critical issue. For these reasons, the City of Scotts Valley supports SB 16 (Beall).

Sincerely,

Dene Bustichi
Mayor
City of Scotts Valley

cc: Senator Bill Monning (FAX: 916.651.4917)
Assembly Member Mark Stone (FAX: 916.319.2129)
Deanna Sessums, dsessums@cacities.org
Meg Desmond, League of California Cities, mdesmond@cacities.org

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: May 6, 2015
TO: Honorable Mayor and City Council
FROM: Scott Hamby, Public Works Director
SUBJECT: **Shugart Park Pathway and Footbridge Project
Mitigation Monitoring and Reporting Plan - Agreement**

SUMMARY OF ISSUE

Pursuant to the City's Streambed Alteration Agreement with the California Department of Fish and Wildlife for the Shugart Park Pathway and Footbridge Project the City must implement a Riparian Mitigation Monitoring and Reporting Plan.

Attached is a proposal from Biotic Resources Group to provide the necessary services to meet the requirements of the Plan. The vegetation monitoring is to occur for five years after the original mitigation and restoration work has been completed. Among other requirements, the Plan will insure the City meets the success criteria of an 80% survival of all plantings and at least 60% groundcover of native plant species at the completion of five years.

FISCAL IMPACT

\$6,600 to be paid from Park Development Impact Fees.

STAFF RECOMMENDATION

Authorize City Manager to execute the attached agreement with Biotic Resources Group for the Shugart Park Pathway and Footbridge Project Riparian Revegetation Program.

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Agreement for Professional Services with Biotic Resources Group

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CITY OF SCOTTS VALLEY AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services ("Agreement") is made and entered into as of **May 6, 2015**, by and between the City of Scotts Valley, a municipal corporation, hereinafter referred to as "CITY", and **Biotic Resources Group** 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 **Kathleen Lyons, whose address is 2551 South Rodeo Gulch Road #12, Soquel, CA 95073; telephone: (831) 476-4803; Email: brg@cruzio.com.**
- 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 no later than **January 1, 2020**. 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 as set forth in Section 3 in an amount not to exceed **\$6,600**. 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 **6th day of May, 2015**, at Scotts Valley, California.

CONSULTANT:

CITY OF SCOTTS VALLEY:

Kathleen Lyons, Biotic Resources Group

Stephen H. Ando, City Manager

APPROVED AS TO FORM:

ATTEST:

Kirsten M. Powell, City Attorney

Tracy Ferrara, City Clerk

Biotic Resources Group

Biotic Assessments ♦ Resource Management ♦ Permitting

SHUGART PARK PATHWAY AND FOOTBRIDGE PROJECT RIPARIAN REVEGETATION PROGRAM

PROPOSED SCOPE OF SERVICES FOR MITIGATION MONITORING FOR YEARS 1-5

The Biotic Resources Group will provide the City of Scotts Valley the necessary services to conduct monitoring of the riparian mitigation area at Shugart Park for Years 1 through 5. Kathleen Lyons, plant ecologist, will conduct the riparian monitoring. The monitoring program follows the requirements outlined in the project's Mitigation, Monitoring and Reporting Plan (WRA, dated October 13, 2014).

TASK 1. MONITORING OF PLANT SURVIVAL - YEARS 1-5

Biotic Resources Group will implement monitoring in Years 1 through 5. As per the MMRP monitoring will occur twice annually, once in the spring to early summer and once in mid to late summer. The scope assumes monitoring will commence in spring 2015 (Year 1).

In each monitoring year, general site conditions will be monitored. Features, such as erosion, browse damage, trash, and irrigation system will be field documented. Problem areas will be demarcated on the project base map. Photos will be used to document the progress of the revegetation. A minimum of four photo points will be established wherein photos of the riparian mitigation site and plantings will be taken from each year.

Vegetation monitoring will occur at each monitoring visit. At the summer site visit each riparian planting will be assessed for plant survival, health, and vigor, and height. The survivorship of plantings will be determined by field counts of all installed plants within the mitigation site. The survival rate will be documented and compared to performance standards. Data on plant survival, health and vigor, and height will be compared to previous year data, such that trends in plant growth can be detected. The plant survival data will be used to determine if the project is meeting the required survival rates and to determine if remedial planting is required (i.e., requirement of 80% survival at the end of Year 5).

Plant cover, including the cover of invasive species, will be documented concurrently with the tree and shrub survivorship monitoring. Permanent circular plots with a 10-foot radius will be established; 4 plots will be established in the eastern area and 2 plots in the western areas. Percent cover of all species will be recorded to determine the cover of native and non-native species, as well as cover of invasive species. Results from the 6 plots will be averages to determine overall coverage for the site.

Surveys will document invasive plant species, focusing on those ranked high or moderate by Cal-IPC. Recommendations for weed control will be made for implementation by the City or their designated landscape contractor.

Remedial Plantings and Other Measures. If plant survival is below 80% replacement plants will be required. Ms. Lyons will meet with City personnel to discuss replanting options, including location and planting methods to maximize survival and habitat development. If plants are being trampled or otherwise

affected by recreational users, invasive plants (greater than 10%) or erosion is noted, Ms. Lyons will discuss measures to protect the plantings and control erosion such that the Year 5 success criteria are met. A field meeting with City staff is included in this task.

TASK 2. ANNUAL LETTER REPORT

For each monitoring year, an annual letter report will be prepared describing the monitoring results and data analysis. Ms. Lyons will confer with the City on the yearly findings and any remedial actions needed for the project to meet the success criteria (i.e., re-plantings, erosion control). A draft letter report (as an electronic pdf file) will be submitted to the City by November 1 of each monitoring year. Following receipt of comments by the City and any revisions, the final letter report (electronic pdf file) will be prepared and submitted to the City by December 1. The final report will be suitable for the City's submittal to CDFW by December 31 of each monitoring year. The final Year 5 letter report will document whether the project has met performance requirements and all project monitoring is complete, such that the mitigation can be approved as complete by regulatory agencies. A final field meeting with agency staff is included in the Year 5 budget.

BUDGET

Task	Kathleen Lyons	Direct Expenses	Subtotal	Yearly Total
Year 1- 2015				
Task 1. Field Monitoring	6	\$20	\$770	
Task 2. Reporting	4	-	\$500	\$1,270
Year 2- 2016				
Task 1. Field Monitoring	6	\$20	\$770	
Task 2. Reporting	4	-	\$500	\$1,270
Year 3- 2017				
Task 1. Field Monitoring	6	\$20	\$770	
Task 2. Reporting	4	-	\$500	\$1,270
Year 4- 2018				
Task 1. Field Monitoring	6	\$20	\$770	
Task 2. Reporting	4	-	\$500	\$1,270
Year 5- 2019				
Task 1. Field Monitoring	6	\$20	\$770	
Task 2. Reporting	6	-	\$750	\$1,520
Hourly Rate	\$125	-	-	
Project Total				\$6,600

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: May 6, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: **Consideration of Loan Agreement with the Developer of the
Approved Hotel Located at 5030 Scotts Valley Drive, APN 022-091-61**

SUMMARY OF ISSUE

The hotel developer contemplated using a CDBG loan for purchase of furniture and fixtures. In communications with California Department of Housing and Community Development (HCD), City staff was told to wait until the developer received his construction financing before starting the CDBG loan process because much of the CDBG process relied on information contained in the construction financing process. However, when it came time to start the CDBG process, HCD brought up the requirement of NEPA before the CDBG process could be completed. Once the construction financing was authorized, the developer had to start construction right away or lose his funding. Therefore there was no time to complete the NEPA process, and the CDBG loan did not materialize.

The City already has \$550,000 of CDBG revolving loan funds on hand that can be loaned out ("CDBG Funds"). An additional \$1,239,000 was going to be requested from HCD from a new CDBG grant to supplement these funds for a total of \$1,789,000. The amount of the shortfall in funding that the developer now has is \$1,239,000. The developer has asked the City for assistance to cover this shortfall.

Construction financing is very restrictive by the lending institutions. The \$1,239,000 shortfall places the project at risk because the lending institution will pull its loan if it is not corrected. The lending institution restricts what type of funding the developer can secure so that it does not impair the lending institution's loan. Many cities in southern California have been entering into transient occupancy tax (TOT) sharing agreements in order to have projects in their city come to fruition. This is because the TOT revenues are so important to cities. A TOT sharing agreement would work for the lending institution to correct this shortfall.

Ken Hira of Kosmont Companies has extensive experience in financing mechanisms for hotels and has prepared an analysis for the City to consider. The financing of the furniture and fixtures could be over time by the developer. The City would provide half of the TOT back to the developer for financing the furniture and fixtures up to the \$1,239,000 needed. As shown on the attached spreadsheet from Kosmont Companies, if the City loaned the developer one-half of the TOT estimated to be generated from the hotel, the developer would receive the \$1,239,000 in seven years. This loan and the CDBG Funds would be repaid by the developer through a combination of TOT and personal funds. Interest would be earned on this loaned amount at the rate of 1%. Once the annual TOT goes above \$500,000, the amount above \$500,000 would go towards repayment of the loan. In year 21, the City would again receive 100% of the TOT generated by the hotel and the repayment of the outstanding loan balance would be made over five years out of the hotel's own funds. All amounts would be repaid by year 25. This loan would be unsecured.

The TOT estimates come from the documents submitted to the lending institution. These estimates were reviewed by them prior to approving their loan to the developer.

The developer also owes approximately \$786,200 in various developer impact fees. The City Council previously agreed to have a portion of these fees repaid with TOT. Because of the new proposed loan agreement, the developer is asking to return to his earlier proposal of a 10-year deferral of the developer impact fees and repaying the amount in years 11 through 15. As before, interest would begin accruing in year 10 at the Local Agency Investment Fund rate. This debt would also be unsecured.

If approved, the loan and the fee deferral would be documented in an agreement between the City and the developer. These agreements would be binding on any successors of the developer.

FISCAL IMPACT

The developer would receive one-half of the TOT earned until that amount reaches a loaned amount of \$1,239,000. City would then receive 100% of the TOT until annual TOT goes above \$500,000. Excess over \$500,000 would go towards repayment of loan. In year 21, City receives 100% of TOT and remaining balance of loan is paid from developer's own funds. The loan would be repaid by year 25.

Development impact fees of approximately \$786,200 would be repaid in years 11 – 15 with interest at the Local Agency Investment Fund rate.

STAFF RECOMMENDATION

That Council consider loan terms as discussed above and provide direction to staff.

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City of Scotts Valley
Lexington Hotel Financial Participation Scenario
Use of City and TOT Funds to Support Developer FF&E and Cashflow

4/30/2015

ASSUMPTIONS					
Participation Years:	25	Total Principal:	\$ 1,789,000	Rooms:	129
Max Fixed TOT \$:	n/a	City Funds:	\$ 550,000	Avg Room Rate (ADR):	\$ 120.00
Max TOT Share %:	50.0%	TOT Funding:	\$ 1,239,000	Avg Occupancy:	70.0%
TOT % Reduction/Year:	0.0%	Repayment Threshold:	\$ 500,000	RevPAR:	\$ 84.00
Discount Rate:	6.0%	Repayment thru Yr 20:	\$ (423,020)	Days:	365
City Interest Rate:	1.0%	Balance Yr 21:	\$ 1,693,382	Annual Room Rev.	\$ 3,955,140
Accrual Years (8-20):	12	Repayment Years:	5	TOT Rate:	10.0%
				Stabilized TOT (Yr 3:)	\$ 395,514

Year	Est. TOT	Yr/Yr %	Max TOT% Share	Max Developer Allocation	Developer Allocation	Outstanding Loan	Developer TOT Share	Est. City TOT	City TOT Share
0					-	\$ 550,000	-		
1	\$ 300,000		50.0%	\$ 150,000	\$ 150,000	705,500	50%	\$ 150,000	50%
2	365,000	21.7%	50.0%	182,500	182,500	895,055	50%	182,500	50%
3	395,514	8.4%	50.0%	197,757	197,757	1,101,763	50%	197,757	50%
4	405,402	2.5%	50.0%	202,701	202,701	1,315,481	50%	202,701	50%
5	415,537	2.5%	50.0%	207,768	207,768	1,536,404	50%	207,768	50%
6	425,925	2.5%	50.0%	212,963	212,963	1,764,731	50%	212,963	50%
7	436,573	2.5%	50.0%	218,287	85,311	1,867,689	20%	351,262	80%
8	447,488	2.5%	50.0%	223,744	-	1,886,366	-	447,488	100%
9	458,675	2.5%	50.0%	229,337	-	1,905,230	-	458,675	100%
10	470,142	2.5%	50.0%	235,071	-	1,924,282	-	470,142	100%
11	481,895	2.5%	50.0%	240,948	-	1,943,525	-	481,895	100%
12	493,943	2.5%	50.0%	246,971	-	1,962,960	-	493,943	100%
13	506,291	2.5%	50.0%	253,146	(6,291)	1,976,299	-1%	500,000	99%
14	518,949	2.5%	50.0%	259,474	(18,949)	1,977,113	-4%	500,000	96%
15	531,922	2.5%	50.0%	265,961	(31,922)	1,964,962	-6%	500,000	94%
16	545,220	2.5%	50.0%	272,610	(45,220)	1,939,391	-8%	500,000	92%
17	558,851	2.5%	50.0%	279,425	(58,851)	1,899,934	-11%	500,000	89%
18	572,822	2.5%	50.0%	286,411	(72,822)	1,846,111	-13%	500,000	87%
19	587,143	2.5%	50.0%	293,571	(87,143)	1,777,429	-15%	500,000	85%
20	601,821	2.5%	50.0%	300,911	(101,821)	1,693,382	-17%	500,000	83%
21	616,867	2.5%		-	(338,676)	1,354,706	-55%	616,867	100%
22	632,289	2.5%		-	(338,676)	1,016,029	-54%	632,289	100%
23	648,096	2.5%		-	(338,676)	677,353	-52%	648,096	100%
24	664,298	2.5%		-	(338,676)	338,676	-51%	664,298	100%
25	680,906	2.5%		-	(338,676)	-	-50%	680,906	100%
City FV \$ 12,761,569						-		\$ 11,099,549	87%
City PV \$ 6,019,003						-		\$ 4,875,977	81%

Source: Merced Hospitality, Inc. (Developer)



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ materially from those expressed in this analysis.
865 South Figueroa Street, 35th Floor Los Angeles California 90017 ph 213.417.3300 fax 213.417.3311

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: May 6, 2015
TO: Honorable Mayor and City Council
FROM: Steve Ando, City Manager
SUBJECT: **NON-COLLECTION OF FEES FOR SCOTTS VALLEY SPORTS
COMPLEX FUNDRAISER EVENTS**

SUMMARY OF ISSUE

The Scotts Valley Sports Complex (SVSC) is a 501 (c) (3) organization with the purpose of building a state-of-the-art sports stadium and aquatic center at the Scotts Valley High School. They have requested that the City not collect the rental fee for three evening fundraising events at the Community Center. Those dates would be May 29, June 19, and July 17 from 3 pm to 9 pm.

The fundraising would be for the four phase project which includes the following:

Phase 1: Lighting for the main playing fields	\$750,000
Phase 2: Stadium seating	\$1,500,000
Phase 3: Track and field	\$2,500,000
Phase 4: Aquatic Center	\$4,500,000

Further information on these projects can be found on the SVSC website at www.supportsvsc.org.

Assisting the event by non-collection of fees does benefit the City's residents because the improvements would be at the Scotts Valley High School. In addition, the City may be able to enter into an agreement with the School District to provide City programs using these new facilities.

Members of SVSC will be at the meeting to provide additional information and answer any questions from Council.

FISCAL IMPACT

Non-collection of \$1,761.75 of rental fees (plus 10% of any potential admission fees to the event) for the Community Center Fund.

STAFF RECOMMENDATION

That the City Council consider the above request and provide direction to staff.

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Hi City Hall,

We'd (the SVSC team) would like to request an agenda item for the May 6th 2015 city council meeting.

The agenda item would be:

Request from SVSC (Scotts Valley Sports Complex) fund raising team to waive rental fee for the Scotts Valley Community Center.

Current we'd like to plan three Fridays: May 29nd, June 19th, and July 17th.

Will call 440-5600 later today as well.

Thank you,
Brian Davis
831-588-4226

**City of Scotts Valley
City Council
INTEROFFICE MEMORANDUM**

DATE: May 6, 2015

TO: Honorable Mayor and Members of the City Council

FROM: Michelle Fodge, AICP, Senior Planner

APPROVED: Corrie D. Kates, Community Development Director/Deputy CM

SUBJECT: CONSIDERATION OF PLANNING COMMISSION
RECOMMENDATION OF APPROVAL OF AMENDMENTS
TO A PLANNED UNIT DEVELOPMENT AND FINAL MAP
AT 11 RIDGECREST DRIVE / APN 022-471-05 (FILE NOS.
PUD88-002.3 AND LD88-001.1)

SUMMARY OF ISSUE

On April 9, 2015, the Planning Commission held a public hearing to consider a Planned Unit Development Amendment application. On a vacant 5-acre parcel in the Ridgecrest subdivision, the property owner proposes to relocate a previous development envelope for construction of a single-family dwelling and related property improvements. See the project plans for the existing and proposed development envelopes.

In a unanimous 5/0/0 vote, the Planning Commission recommended approval of the application to the City Council, subject to Conditions. Additionally, the Ridgecrest Homeowners Association (HOA) has approved the proposed project. A copy of the Planning Commission staff report and meeting minutes and HOA letter is attached.

At the Planning Commission hearing, the applicant submitted a letter from the project geologist to address a discrepancy with the size and location of a proposed debris flow wall. A copy of the letter is attached. The Planning Commission added Condition #14a which requires the developer to resolve the issue at the building permit stage.

REQUIRED PUBLIC NOTICE

To provide an opportunity for public input in the decision-making process, Amendments to Planned Unit Developments require a public hearing and public notices to be mailed to property owners located within 300 feet of the subject property. Notices were mailed on April 27, 2015. If staff receives any phone calls or correspondence, an update will be provided at the City Council public hearing.

REQUIRED FINDINGS

Amendments to Planned Unit Developments (or Planned Developments) and Final Maps require updates to all of the original findings. Please refer to the attached Resolutions for the complete text of the required findings.

FISCAL IMPACT

Standard development impacts fees will be collected at the building permit stage for the project to pay its share of City resources such as streets, parks, and services.

RECOMMENDATION

The Planning Commission recommends that the City Council conduct a public hearing and approve Planned Unit Development Amendment PUD88-002.3 and Final Map Amendment LD88-001.1, by adopting the attached Resolution No. 1750.1 and 1253.3, respectively, subject to the attached Conditions in Exhibit A.

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5. Project Plans	* Attached

* *Please note that plans are only included with the City Council packets, but a copy of the plans is available for public review in the Community Development Department office at City Hall Monday-Thursday 8AM-12PM or by appointment by calling (831) 440-5632.*

RESOLUTION NO. 1750.1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING PLANNED UNIT DEVELOPMENT AMENDMENT PUD88-002.3 TO ALLOW THE RELOCATION OF A PREVIOUSLY IDENTIFIED DEVELOPMENT ENVELOPE FOR FUTURE CONSTRUCTION OF A SINGLE-FAMILY DWELLING AND RELATED PROPERTY IMPROVEMENTS ON LOT #1 IN THE RIDGECREST SUBDIVISION AT 11 RIDGECREST DRIVE / APN 022-471-05.

WHEREAS, the Planning Department of the City of Scotts Valley has received an application to amend the Ridgecrest Planned Unit Development (PUD) PUD88-002.3 filed by property owner Steve Benedum to relocate a previously designated development envelope to allow construction of a single-family dwelling, driveway, guest parking, debris flow fence, and related property improvements on a vacant 5-acre parcel at 11 Ridgecrest Drive / APN 022-471-05.

WHEREAS, the application was reviewed for completeness and is determined to be a "project" as defined by the California Environmental Quality Act (CEQA); and,

WHEREAS, the project is Categorically Exempt from further review under CEQA, Section 15303, Class 3, New Construction of Small Structures (up to three single-family dwellings); and, on May 17, 1989, the City previously certified the Final Environmental Impact Report for the Ridgecrest PUD;

WHEREAS, the Planning Commission held a duly noticed public hearing on the proposal at a regularly scheduled meeting in accordance with State Law on Thursday, April 9, 2015; and added Condition #14a and recommended approval of the application to the City Council, subject to conditions of approval in Exhibit A;

WHEREAS, the City Council held a duly noticed public hearing on the proposal at a regularly scheduled meeting in accordance with State Law on Wednesday, May 6, 2015;

SECTION 1: The environmental determination represents the independent judgement of the City.

SECTION 2: The CEQA categorical exemption is hereby approved.

SECTION 3: The City Council of the City of Scotts Valley does hereby approve the application based on the following required findings, as further clarified in the staff report dated April 9, 2015:

- A. The proposed development envelope is consistent with the policies of the City's General Plan.** The proposed PUD Amendment meets the requirement of this finding in that the proposed development envelope may be built

geotechnically, will reduce grading and tree removal, which are consistent with General Plan Safety Element Action SA-490. Additionally, Geologic and Geotechnical Investigations were prepared and state that a single-family home could be designed within the proposed development envelope. The proposal will be substantially consistent with General Plan Land Use Action LA-21 in that the future construction in the proposed development envelope will minimize the steepest slopes of the property of 40% and above.

- B. That the location of the proposed development envelope is in accordance with the intent and purpose of the City's Zoning Ordinance and the purpose of the underlying zoning district in which the site is located.** The proposed PUD Amendment meets the requirement of this finding in that the proposed development envelope will not change the intent and purpose of the existing, underlying single-family residential zoning district of Rural Residential.
- C. That the location of the proposed development envelope and the conditions in which it will be operated or maintained will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.** The submitted geologic and geotechnical reports demonstrate that development envelope will allow the safe and sound future construction of a single-family dwelling, driveway, debris flow fence. This finding is met in that Exhibit A includes the applicable Mitigation Measures of the previously certified Final Environmental Impact Report (FEIR) for the Ridgecrest PUD, the PUD conditions of approval, and the Architectural and Landscaping Guidelines, all, as conditions of approval.
- D. That the standards of development as prescribed in the plans will produce an environment of stable and desirable character consistent with the objectives of the City's Zoning Ordinance.** The proposed development envelope meets the requirements of this finding in that the Ridgecrest PUD created the subject property (Lot #1) with the intent for future construction of a single-family dwelling, consistent with the intended stable and desirable character of the PUD.
- E. That the standards of development as prescribed in the Planned Unit Development Amendment plan will be such that development will not generate more traffic than the streets in the vicinity can carry without congestion and will not overload the capacity of required public services such as water, sewer, schools, police, and fire protection, or public utilities.** The PUD Amendment meets the requirements of this finding in that the proposed development envelope will locate future construction of a single-family dwelling and related property improvements in a geologically-sound area. The impacts to traffic, public services, and utilities were previously identified, mitigated, and certified in the Final Environmental Impact Report (FEIR) dated May 17, 1989. The applicable Mitigation Measures of the FEIR are included in Exhibit A as conditions of approval to ensure that future construction will comply with the FEIR.

- F. That the combination of different dwelling types and/or the variety of land uses in the development will compliment each other and will harmonize with existing and proposed land uses in the vicinity.** The proposed PUD Amendment meets the requirements of this finding in that the proposed development envelope will not change the land use pattern in the vicinity. The regular building permit plan check process will ensure that the future residential development will be harmoniously designed and constructed in accordance with the applicable Mitigation Measures of the previously certified Final Environmental Impact Report (FEIR) for the Ridgecrest PUD, the PUD conditions of approval, and the Architectural and Landscaping Guidelines.
- G. That adequate measures are employed to ensure the provision and maintenance of common open spaces, facilities and services.** Refer to Finding "E" above.
- H. In the case of a Planned Unit Development being phased, each such phase shall provide a sufficient proportion of the total project to insure that each phase can stand on its own.** The City approved Ridgecrest PUD in 1989. Since then, single-family development has occurred on 9 of the 12 lots. The PUD Amendment meet this finding in that the proposed development envelope will allow the sound construction of Lot #1. No other changes to previously approved architectural guidelines and construction phasing are proposed.
- I. The environmental impacts of the Planned Unit Development Amendment have been reviewed and considered.** On May 17, 1989, the City Council certified a Final Environmental Impact Report (FEIR) for the previously approved Ridgecrest PUD, consisting of 12 single-family residential lots. Mitigation Measures were previously prepared to ensure that impacts of tree removal and incremental loss and disruption to plant and wildlife habitats, aesthetics, and potential surficial sloughing and slope instability, could be reduced to less than a significant level. The proposed development envelope meets the requirement of this finding in that the Exhibit A includes the applicable mitigation measures from the FEIR as conditions of approval.

SECTION 4: After careful consideration of the application and related materials, plans, maps, facts, exhibits, staff report, testimony and other evidence submitted in this matter, and incorporated herein by this reference, the City Council of the City of Scotts Valley does hereby approve Planned Unit Development Amendment PUD88-002.3 to relocate a previously designated development envelope to allow construction of a single-family dwelling, driveway, debris flow fence, retaining walls, and related property improvements at 11 Ridgecrest Drive / APN 022-471-05; subject to conditions set forth in the attached Exhibit A, which are attached hereto and incorporated herein by this reference.

THE ABOVE AND FOREGOING RESOLUTION was duly adopted and passed by the Planning Commission of the City of Scotts Valley at a regularly scheduled meeting held on the 6th day of May, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Dene Bustichi, Mayor

ATTEST:

Tracy Ferrara, City Clerk

EXHIBIT A
Conditions of Approval
(Nos. 1 - 16)

STANDARD LEGAL CONDITIONS

1. The property owner, applicant, and/or tenant have agreed to and shall defend, indemnify and hold harmless the City of Scotts Valley, its officers, agents and employees from any claim, action or proceeding against the City or its officers, agents or employees to attach, set aside, void or annul any action of the City in connection with approvals under the California Environmental Quality Act or with respect to approval of the project, which action is brought within the time period(s) prescribed by law. The City shall promptly notify the applicant of any such claim, action or proceeding and shall fully cooperate in defense.
2. Within 10 days after Planning Commission approval, the property owner shall sign these Conditions of Approval agreeing to the conditions.
3. Before any construction or occupancy, the applicant shall obtain all required building permits, pay all appropriate required fees, and follow the allowed hours for construction.
4. Minor changes to the approved plans require prior review and approval by the Community Development Director (CDD). Proposed changes that the CDD determines to be significant may require review and approval by the Planning Commission, with associated fees paid by the applicant.

PLANNING DEPARTMENT

5. This approval includes the relocation of a previously identified development envelope of Lot #1 of the Ridgecrest Planned Unit Development -- to allow the construction of a single-family dwelling, dwelling, driveway, retaining walls, debris flow fence, and related property improvements, per the Preliminary Geologic Hazards Investigation Report, plans, evaluations, and information on file prepared by Nolan Associates, Job No. 13009, dated September 21, 2013; and Geotechnical Investigation prepared by Dees & Associates, Project No. SCR0684.2, dated October 2013 and Arborist Evaluations prepared by Ellen Cooper dated May 16, 2014 and February 15, 2015, subject to the following Conditions of Approval in this Exhibit A.
6. The plans submitted for a building permit shall conform with the following:
 - a. Mitigation Measures of the certified Final Environmental Impact Report of the Ridgecrest Planned Unit Development PUD88-002, including but not limited to: restricting disturbance or removal of native vegetation to the

- development envelope; prohibiting removal of native trees and use of pesticides and herbicides outside the development envelope; encouraging stepped foundations; limiting building heights to 35 feet for #Lot 1, per PC Resolution No. 1771; and requiring subdued exterior materials and colors;
- b. Conditions of Approval of PUD88-002, including but not limited to: prohibiting tree removal and landscaping outside the development envelope; and limiting landscaping within the development envelope to native species that visually blend with the existing vegetation and screen buildings; and,
 - c. Architectural and Landscaping Design Guidelines ("Exhibit B") of the CC&Rs of the Ridgecrest Planned Unit Development, including but not limited to: disallowing planting in areas of 30% or greater slopes; encouraging limited turf/lawn areas and drought-tolerant landscaping; and prohibiting historic revival design such as Art Deco, Bauhaus, Colonial, Gothic, Post-Modern, Spanish, Tudor for the residence and structures.
7. Plans submitted for grading and building permits shall conform with the recommendations of the Project Arborist prepared by Ellen Cooper, Consulting Arborist, dated May 16, 2014 with an addendum on February 15, 2105.
8. To comply with the City's Municipal Code, the developer shall submit Tree Protection Plan that provides recommendations for trees to remain within the development envelope and that are near the limits of grading. The plan shall detail the preservation and procedures for pre-construction treatment, attendance of the pre-construction meeting, and inspections of the tree protection fencing. The plan is subject to review by the City staff and/or the City's arborist prior to issuance of a building/grading permit, paid by the applicant. The tree replacement ratio is two (2) replacement trees for every tree removed. The following sizes of trees are counted as the replacement trees: a 15-gallon tree, 24-inch box, and 36-inch box equal one (1), two (2), and three (3) replacement trees, respectively. If the required number of replacement trees cannot be sited on the property, the developer shall pay \$40.00 per replacement tree into the City's tree replacement fund.

BUILDING INSPECTION

9. Plans submitted for a building permit shall comply with the recommendations of the Preliminary Geologic Hazards Investigation, plans, evaluations, and information on file prepared by Nolan Associates, Job No. 13009, dated September 21, 2013; and Geotechnical Investigation prepared by Dees & Associates, Project No. SCR0684.2, dated October 2013, subject to review and approval by the Community Development Director.

10. Plans submitted for a future building permit shall include/show the following:
 - a. Drainage Plans (which should not alter the established, natural drainage patterns);
 - b. Engineered details of the debris flow fence/wall, including location, length, height, color, materials and finishes, footing construction, including an estimate of the materials located above the wall which could slide down the hillside;
11. A plan review letter from the soils and civil engineer approving the proposed grading, drainage, erosion control, and foundation plans shall be submitted with the building permit application.
12. The City may employ a registered geologist or geotechnical engineer, paid by the applicant, to peer review the final grading, drainage, erosion control, and foundation plans for the construction of the future dwelling, driveway, debris flow fence.
13. Per amended Condition #16 of City Resolution No. 887 of the Ridgecrest Planned Unit Development PUD88-002, grading activities may occur during the rainy season (October 15 - April 15) with approval of a winter grading plan by the City. The winter grading plan shall be part of the grading permit application, which may require peer review selected by the City and paid by the applicant.
14. The developer shall ensure that construction shall be limited to between the hours of 8:00AM to 6:00PM on Mondays through Fridays, and 9:00AM to 5:00PM on Saturdays. No work is permitted on Sundays.
- 14a. *** Before ~~City Council review~~ building/grading permit issuance, the developer shall resolve the debris flow wall and guardrail question item #2 in the City application review letter dated May 15, 2014.**

SCOTTS VALLEY WATER DISTRICT (SVWD)

15. The required water service shall be built in accordance with the current SVWD standard specifications. Plans submitted for a building permit application shall be designed for a 2-inch small system which combines a 5/8-inch x 3/4-inch potable meter with a 2-inch fire service; see SVWD Detail #4.

SCOTTS VALLEY FIRE PROTECTION DISTRICT

16. Building permit plans shall be designed to comply with current SVFPD requirements.
- * As amended by Planning Commission on 4/9/15 and Planning Dept. on 5/1/15.**

Signature of Steve Benedum, Property Owner

Date 009

RESOLUTION NO. 1253.3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING FINAL MAP AMENDMENT LD88-001.1 (AS SHOWN ON NON-TITLE SHEET VOLUME 82 PAGE 19 OF TRACT NO. 1264 FOR THE RIDGECREST SUBDIVISION) IN ACCORDANCE WITH THE STATE MAP ACT TO RELOCATE A PREVIOUSLY IDENTIFIED DEVELOPMENT ENVELOPE FOR CONSTRUCTION OF A SINGLE-FAMILY DWELLING AND RELATED PROPERTY IMPROVEMENTS ON LOT #1 IN THE RIDGECREST SUBDIVISION AT 11 RIDGECREST DRIVE / APN 022-471-05.

WHEREAS, the Planning Department of the City of Scotts Valley has received an application by property owner Steve Benedum to relocate a previously designated development envelope on the Non-title Sheet of Final Map(Volume 82, Page 19 of Tract No. 1264) to allow construction of a single-family dwelling, driveway, guest parking, debris flow fence, and related property improvements on Lot #1, a vacant 5-acre parcel, at 11 Ridgcrest Drive / APN 022-471-05.

WHEREAS, the application was reviewed for completeness and is determined to be a "project" as defined by the California Environmental Quality Act (CEQA); and,

WHEREAS, in May 17, 1989, the City certified the Final Environmental Impact Report (FEIR) for the Ridgcrest PUD which allowed development of a 12-lot subdivision; and the developer completed mitigation measures for the subdivision; and development of Lot #1, as conditioned, will be consistent with the FEIR;

WHEREAS, the City Council held a duly noticed public hearing on the proposal at a regularly scheduled meeting in accordance with State Law on Wednesday, May 6, 2015;

SECTION 1: The environmental determination represents the independent judgement of the City.

SECTION 2: The environmental determination is hereby approved.

SECTION 3: The City Council of the City of Scotts Valley does hereby approve the application based on the following required findings, as further clarified in the staff reports dated April 9, 2015 and May 6, 2015:

- A. *That the proposed map is consistent with applicable general and specific plans as specified in Public Resources Code Section 65451.*** The project meets the requirements of this finding in that the parcel is not located within a specific plan. The new title sheet shall be prepared in accordance with PRC Section 66472.1.

- B. That the design or improvement of the proposed subdivision is consistent with applicable general and specific plans.** The project meets the requirements of this finding in that the General Plan Land Use Element Objective LO-24 requires new residential development to be compatible with surrounding land uses. As conditioned, the project will be consistent with the City's General Plan and be compatible with surrounding land uses.
- C. That the project site is physically suitable for the type of development.** The project meets the requirement of this finding in that the submitted geologic and geotechnical reports demonstrated that development envelope will allow the safe and sound future construction of a single-family dwelling, driveway, debris flow fence. Water, sewer, and access are provided in the subdivision.
- D. That the project site is physically suitable for the proposed density of development.** The project meets the requirements of this finding in that the General Plan designates the property as Rural Residential (R-R-2.5 zone), which calls for single-family residences with a minimum lot size of 2.5 acres. The allowable density is 1 residence per 2.5 acres. Net lot sizes will range from 2.80-4.12 acres. Therefore, the project will comply with the allowed density. Project conditions will reduce impacts of the project construction.
- E. That the design of the land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.** The project meets the requirements of this finding in that based on the certified Final Environmental Impact Report completed for the subdivision, the developer has completed required mitigation. The relocated development envelope will remove less trees and involve less grading than the previous location. There will be no significant impacts to fish or wildlife or other habitat.
- F. That the design of the land division or the type of improvements is not likely to cause serious public health problems.** The project meets the requirement of this finding in that the project will not generate hazardous emissions nor store hazardous/ combustible materials. This project does not have the potential to significantly degrade the quality of the environment. Both short-term and long-term environmental effects associated with this project will be less than significant.
- G. That the design of the land division will not conflict with easements acquired by the public at large (for access through or use of property within the land division).** The project meets the requirement of this finding in that the relocated development envelope will not involve any access or use easements acquired by the public at large. The project will meet City standards and Fire District requirements for emergency access.

SECTION 4: After careful consideration of the application and related materials, plans, maps, facts, exhibits, staff report, testimony and other evidence submitted in this matter, and incorporated herein by this reference, the City Council of the City of Scotts Valley does hereby approve the amendment to the final map (as shown on the Non-title Sheet Volume 82 Page 19 of Tract No. 1264) to change in development envelope for Lot#1 at 11 Ridgecrest Drive / APN 022-471-05; subject to conditions set forth in the attached Exhibit A, which are attached hereto and incorporated herein by this reference.

THE ABOVE AND FOREGOING RESOLUTION was duly adopted and passed by the Planning Commission of the City of Scotts Valley at a regularly scheduled meeting held on the 6th day of May, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Dene Bustichi, Mayor

ATTEST:

Tracy Ferrara, City Clerk

EXHIBIT A
Conditions of Approval
(Nos. 1-5)

STANDARD LEGAL CONDITIONS

1. The property owner, applicant, and/or tenant have agreed to and shall defend, indemnify and hold harmless the City of Scotts Valley, its officers, agents and employees from any claim, action or proceeding against the City or its officers, agents or employees to attach, set aside, void or annul any action of the City in connection with approvals under the California Environmental Quality Act or with respect to approval of the project, which action is brought within the time period(s) prescribed by law. The City shall promptly notify the applicant of any such claim, action or proceeding and shall fully cooperate in defense.
2. Within 10 days after Planning Commission approval, the property owner shall sign these Conditions of Approval agreeing to the conditions.
3. Before any construction or occupancy, the applicant shall obtain all required building permits, pay all appropriate required fees, and follow the allowed hours for construction.
4. Minor changes to the approved plans require prior review and approval by the Community Development Director (CDD). Proposed changes that the CDD determines to be significant may require review and approval by the Planning Commission, with associated fees paid by the applicant.

PUBLIC WORKS DEPARTMENT

5. Before building/grading permit issuance, the developer shall submit a revised Non-title Sheet Volume 82 Page 19 of Tract No. 1264 for Lot #1, showing the amended development envelope plan as approved in Planned Unit Development Amendment PUD88-002.3, subject to review and approval by City. The Sheet shall comply with State Map Act Section 66472.1 and shall be recorded at the Santa Cruz County Recorder's Office. The developer shall pay all applicable City review fees and recordation fees.

Signature of Steve Benedum, Property Owner

Date

CONSENT AGENDA: *These items will be acted upon in one motion unless they are removed from the consent agenda for discussion by the Commission.*

Action: Approved Action Minutes from the March 12, 2015, meeting with a 5/0/0 vote.

ALTERATIONS TO REGULAR OR PUBLIC HEARING AGENDA: *None.*

PUBLIC HEARING AGENDA:

- >>>>> 2. **Project Address:** 11 Ridgecrest Drive / APN 022-471-05
Planning Permit Application: PUD88-002.3
Applicant / Property Owner: Steve Benedum
Project Description: Consideration of a Planned Unit Development Amendment to relocate a building envelope for construction of a single-family residence, retaining walls, debris flow fence, and related property improvements on the vacant 5-acre property in the Rural Residential zone.
Staff Planner: Michelle Fodge (831) 440-5632 or mfodge@scottsvalley.org

Action: *Planning Commission recommended approval to the City Council, subject to amended Condition #14a, via Resolution # 1750.1 with a 5/0/0 vote.*

DISCUSSION ITEMS: *Senior Planner Fodge summarized the Notice of Preparation process for the Scotts Valley Enterprise Site application.*

FUTURE AGENDA ITEMS: *None.*

WRITTEN COMMUNICATIONS - FOR INFORMATION ONLY: *None.*

ADJOURNMENT: 6:35PM.

City of Scotts Valley
PLANNING COMMISSION
STAFF REPORT

Date: April 9, 2015

Property Owner: Steve Benedum

Application: Planned Unit Development Amendment PUD88-002.3

Location: 11 Ridgecrest Drive / APN 022-471-05

General Plan / Zoning: Rural Residential (R-R-2.5) / Rural Residential (R-R-2.5)

Environmental Status: On May 17, 1989, the City previously certified the Final Environmental Impact Report for the Ridgecrest Planned Unit Development. Therefore, the project is exempt from environment review and qualifies for a Categorical Exemption of the California Environmental Quality Act, under Section 15303, Class 3, New Construction of Small Structures (which exempts up to three single-family houses in a residential zone).

Request: Consideration for recommendation to the City Council of a Planned Unit Development Amendment to relocate a previously designated development envelope to allow construction of a single-family dwelling, driveway, retaining walls, debris flow fence, and related property improvements.

Staff Planner: Michelle Fodge, AICP, Senior Planner

STAFF RECOMMENDATION

Staff recommends that the Planning Commission conduct a public hearing, review the request, hear public testimony and recommend approval of Planned Unit Development Amendment PUD88-002.3 to the City Council.

BACKGROUND

May 1989 City Council approved the Ridgecrest Planned Unit Development PUD88-002 and other permits for 12 single-family residential lots.

The approval certified a Final Environmental Impact Report (FEIR) which identified Mitigation Measures to reduce development impacts to less than a significant level. The Ridgecrest PUD identified development envelopes for the 12 lots.

July 2004 City Council approved Planned Unit Development Amendment PUD88-002.1 to relocate the original development envelope for Lot #1 to a geotechnically sound area and to allow winter grading with an approved winter grading plan.

July 2005 City Council approved Planned Unit Development Amendment PUD88-002.2 to set maximum heights for remaining lots, which are Lot #1 located at 11 Ridgecrest Drive (35 feet) and Lot #4 (25-35 feet), Lot #5 (25-35 feet), and Lot #8 (25-35 feet).

Since 2005 Approximately 9 of the 12 lots have been developed with single-family homes.

PROPERTY DESCRIPTION

The 5+/- acre vacant parcel is a bowl-shaped lot located near the beginning of Ridgecrest Drive at Erba Lane. The property is a narrow valley between steep and moderate slopes. Existing slopes range from 25-50%, with an average slope of 36.26%. Mature redwood groves and woodland vegetation are present. Ridgecrest Drive wraps around two sides of the property.

Drainage from the slope above Ridgecrest Drive is collected and discharged into a drainage channel via two subgrade storm drain pipes within two 20-foot wide easements. The subgrade drainage system was installed in the northeast quadrant of the property in the 1990s. An existing curb cut and rough-graded dirt driveway are located approximately 384 feet from the rear (east) property line. The driveway passes over the northern end of the drainage channel.

PROJECT DESCRIPTION

The property owner proposes to build a single-family dwelling, driveway, guest parking, debris flow fence, and related property improvements.

DISCUSSION AND ANALYSIS

In general, changes to development envelopes which are part of the approved final map of a subdivision require review and approval by the Planning Commission and City Council. In addition, the Ridgecrest PUD conditions of approval require the same level of review.

City staff has reviewed the proposed project for compliance with the City's regulations and requirements. The application was routed to reviewing departments and agencies. An analysis of the issues for the Planning Commission's consideration is provided in the following sections.

1. **Proposed Development Envelope and Winter Grading:** Since the subdivision was built in 1990s, the parcel has experienced some erosional scarring, landsliding, and filling. Over the years, previous geologic and/or geotechnical reports have been prepared for possible development.

In September 2013, Nolan Associates prepared a Preliminary Geologic Hazards Investigation Report. In October 2013, Dees & Associates prepared a Geotechnical Investigation for the proposed project, including other possible development sites within the property. These reports can be emailed upon request. Three soil borings were analyzed within the proposed development envelope. The results show that the proposed development can be built per the report recommendations, which are required as Conditions in Exhibit A.

The City's Municipal Code allows winter grading during the rainy season October 15 - April 15 with approval by the City Council. The Ridgecrest PUD restricts grading activities to the non-rainy season April 15 - October 15, per Condition #16. However, the City has approved a previous revision to Condition #16 which allows construction of homes to occur during the rainy season with a City-approved erosion control plan. This is consistent with the City's Municipal Code and is a Condition in Exhibit A.

2. **Tree Removal, Building Height, Exterior Colors, Grading, and Design:** The three documents below specifically regulate tree removal, building height, exterior materials and colors, landscaping, and design in the Ridgecrest PUD:
 - a. **Mitigation Measures of the certified Final Environmental Impact Report:** The FEIR restricts disturbance or removal of native vegetation to the development envelope; prohibits removal of native trees and use of pesticides and herbicides outside the development envelope; encourage stepped foundations; limits building heights to 25 feet; and requires subdued exterior materials and colors;
 - b. **Ridgecrest PUD Conditions of Approval dated May 1989:** Conditions prohibit tree removal and landscaping outside the development envelope; limit landscaping within the development envelope to native species that visually blend with the existing vegetation and screen buildings; and restrict grading activities between April 15 through October 15; and,
 - c. **Ridgecrest PUD Architectural and Landscaping Guidelines "Exhibit B":** The Guidelines disallow planting in areas of 30% or greater slopes; encourage limited turf areas and drought-tolerant landscaping; and prohibit historic revival design such as Colonial, Spanish, Tudor, etc.

General Plan Land Use Action LA-23 calls for the preservation of tree covered slopes to the maximum extent possible. The Project Arborist evaluated the project's impact on trees. The project will remove 1 redwood tree and 4 Coast live oak trees, while the previously approved development envelope removed 24 trees.

Therefore, the proposal is consistent with the General Plan and PUD FEIR.

To comply with the City's Municipal Code, the Project Arborist recommendations for removal, retention, and protection and the Ridgecrest PUD requirements above are required as Conditions in the attached Exhibit A.

In 2005, the City Council approved a building height of 35 feet for Lot #1. Therefore, the recommended 25 feet does not apply. PUD requirements for materials and color are included as Conditions in the attached Exhibit A. The Ridgecrest Homeowners Association has approved the proposed development envelope, per the attached letter.

- 3. Hillside Residential Regulations:** Because the Ridgecrest PUD was approved before the City adopted the Hillside Residential Regulations (HR) in 1989, residential construction in the PUD has not been subject to the HR Regulations, nor has Design Review by the Planning Commission been required.

REQUIRED FINDINGS

Based upon the analysis conducted by staff and the proposed conditions contained in Exhibit A of the attached resolution, staff believes that the required findings can be made.

SUMMARY

Staff believes that the proposed development envelope, as conditioned in Exhibit A, is consistent with the 1989 Ridgecrest PUD FEIR, Conditions, and Architectural Guidelines. Staff recommends that the Planning Commission recommend to the City Council approval of Planned Unit Development Amendment PUD88-002.3, per the attached Resolution and Conditions in Exhibit A.

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Resolution to recommend approval of PUD88-002.3 (Action Item)	5
Exhibit A - Conditions of Approval	8
1. Ridgecrest Home Owner Association Approval	11
2. Arborist Evaluation, by Ellen Cooper May 2014 & February 2015	Attached
3. Project Plans	Attached
 * <i>Please note that plans are only included with the Planning Commission packets, but a copy of the plans is available for public review in the Community Development Department office at City Hall.</i>	

Phoenix Properties

From: W R Hencke <wrhencke@gmail.com>
Sent: Tuesday, December 31, 2013 2:26 PM
To: Phoenix Properties
Subject: Fwd: Approval of plans

RECEIVED

JAN 09 2014

----- Forwarded message -----

From: "W R Hencke" <wrhencke@gmail.com>

Date: Dec 28, 2013 11:03 AM

Subject: Approval of plans

To: "Phoenix Properties" <phoenixprop@comcast.net>

Cc: <dandeleuw@cruzio.com>, "John Racioppi" <john_racioppi@hotmail.com>, <susansteele@cruzio.com>, "Thuy Einck" <beinck@yahoo.com>, "Patricia Schroeck" <patricia@chocolate4all.com>

CITY OF SCOTTS VALLEY

The Architectural Review Committee of the Ridgecrest HOA has finished its review of your plans and grants approval.

The move of the building envelope is approved.

The building of a debris wall/guard rail above the property is approved with the understanding that it may be necessary to situate it on common property.

The house plans are approved including the understanding that the windows will be vertically oriented.

Best regards,

Richard Hencke
President, RHOA



- Engineering Geology
- Hydrogeology
- GIS Services

NOLAN ASSOCIATES

April 8, 2015

RECEIVED
APR 30 2015

Job No. 13009

Mr. Steve Benedum
475 Thin Edge Road
Santa Cruz, CA 95065

CITY OF SCOTTS VALLEY

**Subject: Debris Flow Protection Recommendations
Proposed Single Family Residence
APN 022-471-05
Santa Cruz County, California**

**Reference: Preliminary Geologic Hazards Investigation
Proposed Single Family Residence Sites
Property on Ridgecrest Drive
City of Scotts Valley
Santa Cruz County, California
APN: 022-471-05**

Dear Mr. Benedum:

We have met with the project geotechnical engineer, Ms. Rebecca Dees, with respect to the above referenced site. Our geologic report for the project recommended that any residence constructed in the geologically feasible building envelope #1 (as depicted on Plate 1 of our report) be protected from potential debris flow impact. Ms. Dees has proposed a protection scheme that involves an approximately 3' high impact/deflection wall situated along the outboard (downslope) edge of Ridgecrest Drive, above the home, combined with a short debris flow deflection wall to be situated in the drainage to the northwest of the residence, on the inboard (uphill) side of Ridgecrest Drive. We also discussed using steel guardrail for the impact deflection wall design.

The design proposed by Ms. Dees meets the general requirements of our recommendation in concept. Provided that it is properly engineered, the design should provide adequate protection for the structure. We request the opportunity to review the completed plans, to evaluate whether the proposed plan is consistent with our recommendations.

**City of Scotts Valley
INTEROFFICE MEMORANDUM**

DATE: May 6, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

**SUBJECT: PUBLIC HEARING TO CONSIDER ADJUSTMENTS TO
VARIOUS POLICE, ADMINISTRATIVE, FACILITY RENTAL,
AND RECREATION FEES**

SUMMARY OF ISSUE

Once a year at this time the City reviews and adjusts the City fee structure. All fees except recreation, park facilities, and the Community Center are listed on the attached Exhibit A to Resolution No. 1198.64. They are normally adjusted by the consumer price index (CPI). The recreation, park facility, and Community Center fees are discussed separately and are attached to Resolution No. 1593.18.

The CPI the City uses is the San Francisco Bay Area-All Urban Consumers. For the year ended February 2015 the CPI rate was 2.5%. If this percentage was applied to the existing fees, the amount of each fee increase can be seen on Exhibit A to Resolution 1198.64. Staff is recommending the CPI increase of 2.5% this year.

The recreation, park facility, and Community Center fees are discussed below and are attached to Resolution No. 1593.18.

Recreation / Park Facilities / Community Center / Senior Center Fees:

A recap of the recreation, park facilities, Community Center, and Senior Center fees are listed on the attached Exhibit A to Resolution No. 1593.18. Last year sports fees were increased five dollars per team or player, added an administrative fee for special event insurance, and increased the cleaning fee at the Community Center. For this upcoming fiscal year, staff is recommending the following changes for the Recreation, Senior Center, and Community Center fees.

With the increase last year to various sports programs, there are no increases being recommended this year to existing sports. There are several additions to sports. Being added are the following:

- | | | |
|--------------------------|---|--------------------|
| • Tennis Tournament | \$30/Resident | \$36/ Non-Resident |
| • Twilight Swim | \$10 per person (2 hours) | |
| • Practice Swim | \$15 per 3 week session (1 hour per week) | |
| • Pickle Ball League | \$160 per team | |
| • Pickle Ball Tournament | \$30 per 2-player team | |

For 2015-16 staff is not recommending any increases to either the full-time or part-time childcare fees. Although these fees are usually done every other year, this will be the third year of no increases. The reason not to raise childcare fees this upcoming year is to stay competitive with other programs in the area. Enrollment is up and revenues are 14.5% higher through March of this year compared to the same time last year. The part-time program is still the most popular program with approximately 90% of the users. It allows great flexibility for the parents, but this creates difficulties because staffing levels must be kept up in case a large number of kids use the program on any one day. This is the reason for the higher per hour fee for the part-time program.

One addition to the childcare fees is a “parents night out.” This will be for the hours from 6 pm to 11 pm. The fee will be \$20 for the first child and \$15 for each additional child.

One change to the Community Center fee schedule is to formally add a daily fee. A number of years ago Council decreased the rental fee of the Community Center to spur more rental activity. Most likely at that time, an informal eight-hour rate was set up by Recreation as a daily rate to further increase bookings. The Community Center is quite busy now with the weekends booked up through October. People normally book the facility from 7 am to midnight to allow time for setup prior to the event and cleaning up after the event. The eight-hour daily fee is not adequate. Staff recommends formally setting a \$950 daily rate for residents and \$1,050 for non-residents. This equates to approximately an 11 hour rental fee. This will provide additional revenue for the Community Center while still keeping it affordable to rent for a daylong event.

For the park facilities fee schedule, staff recommends increasing the daily fee to equal 10 hours. Currently the daily fee is set at only five hours of the hourly rate. Whether they need it for the entire day or not, people will rent the facility for the entire day due to the low fee. The facilities are then tied up for the entire day for only a five hour rental fee. By increasing the daily fee, renters will rent for only the hours needed. The City may also be able to get multiple renters in one day.

No changes are recommended for the rental fees for the Senior Center.

FISCAL IMPACT:

By adjusting the fee schedule, the City's fees will be more reflective of the actual cost to provide those services. The new fees will be effective in 60 days following City Council adoption, or July 5, 2015, except for the Recreation fees which will be effective in 30 days, or June 5, 2015.

STAFF RECOMMENDATION:

1. That Council adopt Resolution 1198.64 amending certain fees and charges for City police and administration to be effective July 5, 2015.
2. That Council adopt Resolution 1593.18 amending fees and charges for recreation services, to be effective June 5, 2015.

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RESOLUTION NO. 1198.64

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SCOTTS VALLEY AMENDING CERTAIN FEES AND CHARGES
FOR CITY POLICE, ADMINISTRATIVE, FACILITY RENTAL, PLANNING,
BUILDING, AND PUBLIC WORKS SERVICES**

WHEREAS, Resolution No. 1198.10 establishing a Schedule of Fees and Charges for City Services was adopted by the City Council of the City of Scotts Valley on June 6, 1990;

WHEREAS, the City Council has amended the Schedule of Fees and Charges for City Services by Resolution from time to time since June 6, 1990;

WHEREAS, the City is desirous of further amending the Schedule of Fees and Charges;

WHEREAS, heretofore the City Council adopted Ordinance No. 138.1 on October 3, 1990, amending Ordinance No. 138 relating to the establishment of a fee and service charge revenue/cost comparison system;

WHEREAS, pursuant to Section 3.40.040 (a) of Ordinance No. 138, rates of fees and charges to be charged and collected in order to recover the percentage of costs reasonably borne in providing City services shall be set by resolution; and pursuant to Section 3.40.050 and 3.40.060 of said ordinance, any new or increased charges are to be set after public hearing and notice as required in said sections; and

WHEREAS, notice of time and place of public hearing, including a general explanation of the matter to be considered has been provided in compliance with the provisions of said ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section I. Fee Schedule Adoption The "Schedule of Fees and Charges" is hereby amended as stated in Exhibit A to this Resolution.

Section 2. Effective Date This Resolution shall take effect 60 days following its adoption.

This resolution was duly and regularly adopted and passed by the City Council of the City of Scotts Valley, California, at a regular meeting thereof held on the 6th day of May, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Dene Bustichi, Mayor

ATTEST: _____
Tracy Ferrara, City Clerk

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
PLANNING DEPARTMENT FEES		
Application Intake & File Maintenance Minor or Singular Discretionary Permit Applications	\$70 per Planning application	\$72 per Planning application
Major Discretionary Permits or Multiple Applications Filed for One Project	\$136 per Planning application	\$139 per Planning application
Annexation Fee	\$3,416 minimum fee for up to 25 hours of processing, \$136/hr to be charged after first 25 hours.	\$3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.
Amendment	Minor: \$819 / hearing Major: \$136 / hour	Minor: \$839 / hearing Major: \$139 / hour
Appeal Processing:	25% of original permit fee or approved applic. with minimum of \$136	25% of original permit fee or approved applic. with minimum of \$139
Bee Keeping Permit	\$ 136	\$ 139
Certificate of Compliance	\$683 plus any research required by City Attorney billed at hourly rate.	\$700 plus any research required by City Attorney billed at hourly rate.
Code Compliance	\$136 / hour	\$139 / hour
Cultural Resource Alteration	\$ 819	\$ 839
Design Review: Commercial / Industrial	\$ 819	\$ 839
Residential	\$ 819	\$ 839
Residential with hillside	\$ 1,093	\$ 1,120
+ Per Each Additional 100 SQ FT in excess of 1,000 SQ FT of Blg. for parcels to be developed with structure	\$ 5	\$ 5
Freestanding Signs & Sign Programs	\$ 339	\$ 347
Signs with Staff Level Review	\$ 136	\$ 139
Development Agreement	\$3,416 minimum fee for up to 25 hours of processing, \$136/hr to be charged after first 25 hours.	\$3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.
Environment Assessment	\$ 136	\$ 139
Environmental Impact Report, Administration	\$ 3,416 +15% of contract cost	\$ 3,500 +15% of contract cost
Final Inspection	\$ 307	\$ 315

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>PLANNING DEPARTMENT FEES (cont'd)</u>		
Fish & Game Certification:		
City Filing Fee	\$ 136	\$ 139
F & G Negative Declaration Fee	As set by Fish and Game	As set by Fish and Game
F & G EIR Fee	As set by Fish and Game	As set by Fish and Game
General Plan Amendment	\$3,416 minimum fee for up to 25 hours of processing, \$136/hr to be charged after first 25 hours.	\$3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.
General Plan Maintenance	\$0.0045 per \$1 building valuation (all building permits)	\$0.0046 per \$1 building valuation (all building permits)
Historical Landmark Determination	\$ 1,093	\$ 1,120
Home Occupation Review	\$ 85	\$ 87
IPHCP Certificate of Inclusion	\$ 307	\$ 315
Land Divisions:		
Subdivision / Tentative Map Entitlement (5 lots or more)	\$3,416 minimum fee for up to 25 hours of processing, plus \$75 per lot. \$136/hr to be charged after first 25 hrs.	\$3,500 minimum fee for up to 25 hours of processing, plus \$77 per lot. \$139/hr to be charged after first 25 hrs.
Subdivision / Tentative Map Recordation Approval (5 lots or more)	\$1,093 minimum fee for up to 8 hours of processing, \$136/hr to be charged after first 8 hours.	\$1,120 minimum fee for up to 8 hours of processing, \$139/hr to be charged after first 8 hours.
Minor Land Division / Parcel Map - Tentative (4 lots or less)	\$3,416 minimum fee for up to 25 hours of processing, \$136/hr to be charged after first 25 hours.	\$3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.
Minor Land Division / Parcel Map - Final (4 lots or less)	\$545 minimum fee for up to 4 hours of processing, \$136/hr to be charged after first 4 hours.	\$559 minimum fee for up to 4 hours of processing, \$139/hr to be charged after first 4 hours.
Lot Line Adjustment Review	\$ 136	\$ 139
Mitigation Monitoring	\$136 / hour	\$139 / hour
Mitigated Negative Declaration	\$5,469 minimum fee for up to 40 hours of processing, \$136/hr to be charged after first 40 hours.	\$5,606 minimum fee for up to 40 hours of processing, \$139/hr to be charged after first 40 hours.
Negative Declaration	\$2,736 minimum fee for up to 20 hours of processing, \$136/hr to be charged after	\$2,804 minimum fee for up to 20 hours of processing, \$139/hr to be charged after

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
	first 20 hours.	first 20 hours.
<u>PLANNING DEPARTMENT FEES (cont'd)</u>		
Notice of Determination:		
City Filing Fee	\$ 136	\$ 136
County Fee (subject to change)	As set by County	As set by County
Planned Development	\$3,416 minimum fee for up to 25 hours of processing, \$136/hr to be charged after first 25 hours.	\$3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.
Preliminary Review	\$ 1,093	\$ 1,120
Public Hearing Notice and Radius Noticing:		
Planning Commission Meeting	\$ 185	\$ 190
City Council Meeting	\$ 185	\$ 190
Recordation Fee:		
City Filing Fee	\$ 136	\$ 139
County Recorder Fee (subject to change)	\$7 first page, \$3 / page after	\$7 first page, \$3 / page after
Road Name Change	\$ 136	\$ 139
Time Extension:		
Planning Commission Meeting	\$ 807	\$ 827
City Council Meeting	\$ 1,086	\$ 1,113
Tree Removal Permit - Heritage Tree	\$ 653	\$ 669
- Protected Tree	\$ 50	\$ 50
Use Permit:		
Commercial or Industrial - Minor	\$ 807	\$ 827
Commercial or Industrial - Major	\$ 1,363	\$ 1,397
Residential	\$ 807	\$ 827
Variance Application	\$ 2,048	\$ 2,100
Zone Change	\$3,416 minimum fee for up to 25 hours of processing, \$136/hr to be charged after first 25 hours.	\$3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.
Zoning Ordinance	\$ 19	\$ 19
Zoning Ordinance Amendment	\$3,416 minimum fee for up to 25 hours of processing, \$136/hr to be charged after first 25 hours.	\$3,500 minimum fee for up to 25 hours of processing, \$139/hr to be charged after first 25 hours.
Zoning Plan Check:		
Over the counter	\$ 70	\$ 72
Minor	\$ 339	\$ 347
Major	\$ 545	\$ 559
Hillside	\$ 683	\$ 700

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
Zoning Research / Letters	\$136 / hour	\$139 / hour

BUILDING DEPARTMENT FEES

Application Intake & File Maintenance: Building Permit	\$70 per Building application	\$72 per Building application
Appeal Processing-Building:	25% of original permit fee or approved applic. with minimum of:	25% of original permit fee or approved applic. with minimum of:
City Council Appeals	\$ 84	\$ 86
Board of Appeals appeal	\$ 84	\$ 86
Demolition permit	\$ 178	\$ 182
Energy & handicapped accessibility regs.		
Residential	\$ 60	\$ 62
Commercial	\$ 180	\$ 185
Green Building Education Fund	\$0.0025 per \$1 building valuation (all building permits)	\$0.0025 per \$1 building valuation (all building permits)
Grading Inspection (residential)	\$ 178	\$ 182
Grading Inspection (commercial)	\$ 356	\$ 365
Change of Occupancy Permit	\$ 157	\$ 161
Final Occupancy Review	\$ 108	\$ 111
Other misc. inspections & reinspections	\$ 88	\$ 90
Re-roof permit	\$ 269	\$ 276
Plan/permit revision	\$ 136	\$ 139
Septic tank inspection	\$ 180	\$ 185
Sewer Lateral Connection Inspection	\$ 180	\$ 185
Records research - building (per hour)	\$ 136	\$ 139

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>PUBLIC WORKS - Engineering Division</u>		
Annexation	\$ 850	\$ 871
Application Intake Fee - Final Map	\$ 70	\$ 72
Design Review: Commercial / Industrial	\$ 50	\$ 51
Residential	\$ 50	\$ 51
Residential with hillside	\$ 70	\$ 72
Development Agreement	\$ 243	\$ 249
Environmental Impact Report, Administration	\$ 410	\$ 420
General Plan Amendment	\$ 173	\$ 177
Land Divisions:		
Subdivision / Tentative Map Entitlement (5 lots or more)	\$ 1,160	\$ 1,189
Subdivision / Tentative Map Recordation Approval (5 lots or more)	\$ 369	\$ 378
Minor Land Division / Parcel Map (4 lots or less)	\$ 521	\$ 534
Minor Land Division / Parcel Map Record. Approval (4 lots or less)	\$ 104	\$ 107
Lot Line Adjustment (or Lot Merger)	\$800 plus recording fee	\$800 plus recording fee
Mitigated Negative Declarations	\$ 272	\$ 279
Use Permit		
Commercial or Industrial - Minor	\$ 178	\$ 182
Commercial or Industrial - Major	\$ 303	\$ 311
Residential	\$ 178	\$ 182
Variance	\$ 70	\$ 72
Certificate of Correction	\$ 545	\$ 559
Easement/Abandonment Request	\$ 3,489	\$ 3,576
Encroachment Permit	greater of 6% of cost of improvement or \$97	greater of 6% of cost of improvement or \$99
Public Improvement Plan Check (per page)	\$ 175	\$ 179
Parcel Map or Amending Parcel Map Check	\$1,930 + any actual	\$1,978 + any actual

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
	surveyor cost over \$1,090	surveyor cost over \$1,117
Final Map or Amending Final Map Check	(\$1,930 + \$168 per lot over 4) + (any actual surveyor costs over \$1,076 + \$135 per lot over 4)	(\$1,978 + \$172 per lot over 4) + (any actual surveyor costs over \$1,103 + \$138 per lot over 4)
<u>PUBLIC WORKS - Engineering Division (cont'd)</u>		
Flood Hazard Confirmation	\$ 61	\$ 63
House Moving Permit	\$ 2,311	\$ 2,369
On-site Civil Permit Up to \$500,000	greater of 6% of cost of improvement or \$87	greater of 6% of cost of improvement or \$87
\$500,000 to \$1,000,000	\$30,000+3% over \$500,000	\$30,000+3% over \$500,000
\$1,000,000 plus	\$45,000+2% over \$1,000,000	\$45,000+2% over \$1,000,000
Reversion to Acreage	\$ 333	\$ 341
Revision to Plan Check	\$ 136	\$ 139
Retrieval of Illegal Signs	\$ 40	\$ 41
Segregation of Assessment +Per Lot	\$ 84 \$ 2	\$ 86 \$ 2
Storm Water Compliance Review Fee (per page)	\$ 175	\$ 179
Waiver of Traffic Impact	\$ 1,525	\$ 1,563
Wide and Overweight Vehicle	\$ 30	\$ 31
Records research - engineering (per hour)	\$ 136	\$ 139
Miscellaneous Hourly Rate	\$ 136	\$ 139

WASTEWATER OPERATIONS

Discharge report review	\$ 356	\$ 365
Wastewater stoppage investigation	\$82 / hour	\$84 / hour
Direct Discharge Permit	\$124 / hour	\$127 / hour

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

**CURRENT
FEE**

**PROPOSED
FEE**

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
POLICE		
Police alarm services		
Business Subscribers:		
Annual subscriber registration fee	\$ 29	\$ 30
Fourth false alarm in one month	\$ 36	\$ 37
Fifth false alarm in one month	\$ 42	\$ 43
Sixth false alarm in one month	\$ 57	\$ 58
Any false alarm over six	\$ 80	\$ 82
Residential Subscribers:		
Annual subscriber registration fee	\$ 29	\$ 30
Fourth false alarm in one month	\$ 35	\$ 36
Fifth false alarm in one month	\$ 41	\$ 42
Sixth false alarm in one month	\$ 78	\$ 80
Auto Impound	\$ 94	\$ 96
Auto Repo Release	\$ 15	\$ 15
Auto Abatement	\$ 167	\$ 171
Bingo Games License Fee	\$ 80	\$ 82
Clearance Letter	\$ 37	\$ 38
Computer run (police)	\$ 43	\$ 44
DUI Emergency Response (per minute per officer)	2.05	2.10
Parking Citations Copies:	N/A	N/A
- single-sided	\$ 0.12	\$ 0.12
- double-sided	\$ 0.15	\$ 0.15
Police Photograph Sale:		
- Polaroid	\$ 2.50	\$ 2.50
- Digital	\$ 0.25	\$ 0.25
Police Report - single-sided page	\$ 0.12	\$ 0.12
- double-sided page	\$ 0.15	\$ 0.15
Special security service incurred in responding to loud or unruly gathering following 1st response (per minute per officer)	\$ 2.05	\$ 2.10
Speed Surveys (per street) - first page	N/A	N/A
- each additional page	N/A	N/A
- single-sided page	\$ 0.12	\$ 0.12
- double-sided page	\$ 0.15	\$ 0.15
Taxicab Driver's Permit	\$ 77	\$ 79
Firearms:		
CCW permit - 2 yr standard permit (new)	\$ 190	\$ 190
CCW permit - 2 yr standard (renewal)	\$ 42	\$ 42
CCW permit - 3 yr judge permit (new)	\$ 90	\$ 90
CCW permit - 3 yr judge (renewal)	\$ 59	\$ 59
1-3 firearms surrendered	\$ 65	\$ 65
4-6 firearms surrendered	\$ 96	\$ 96
7-9 firearms surrendered	\$ 128	\$ 128
10 and above firearms surrendered	\$150+ \$12 per weapon over 10	\$150+ \$12 per weapon over 10
Filing Fee for an appeal to the City Council of firearms decision by Chief of Police	\$ 37	\$ 38

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE JULY 5, 2015**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
<u>MISCELLANEOUS & ADMINISTRATIVE</u>		
Entertainment permit	\$ 60	\$ 62
Entertainment permit renewal	\$ 26	\$ 27
City overhead	15%	15%
Rental of council chambers	\$20 / Hour	\$20 / Hour
Solicitor's Permit	\$30/day per person	\$30/day per person
Occasional Sales Permit	\$ 10	\$ 10
Returned check charges	\$ 11	\$ 11
COBRA health administrative fee	2% of health premium	2% of health premium
Notary service fee	\$10 per signature	\$10 per signature
<u>MISCELLANEOUS DUPLICATION</u>		
Sale of Aerial Photo Copies - full page	\$ 1.25	\$ 1.25
- 1/4 page	\$ 1.25	\$ 1.25
Video Tape Duplication	\$4.80 per VHS Tape	\$4.80 per VHS Tape
Audio tape duplication	\$2.00 per tape	\$2.00 per tape
Digital copies on CD's	\$.25 per CD	\$.25 per CD
Digital copies on DVD's	\$.75 per DVD	\$.75 per DVD
Photocopies - other - 1st page	N/A	N/A
- each additional page	N/A	N/A
- single-sided page	\$ 0.12	\$ 0.12
- double-sided page	\$ 0.15	\$ 0.15
Map blueprint copies (24x36 & up)		
- Copied by City	\$1.25 / page	\$1.25 / page
- copied by vendor	Vendor cost	Vendor cost
<u>MISCELLANEOUS DEPT. DOCUMENTS</u>		
Residential Design Handbook	\$ 6	\$ 6
<u>ELECTIONS</u>		
Petition Filing Fee	\$ 200	\$ 200

RESOLUTION NO. 1593.18

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SCOTTS VALLEY AMENDING CERTAIN FEES AND
CHARGES FOR CITY RECREATION SERVICES**

WHEREAS, Resolution No. 1198.10 establishing a Schedule of Fees and Charges for City Services was adopted by the City Council of the City of Scotts Valley on June 6, 1990;

WHEREAS, the City Council has amended the Schedule of Fees and Charges for City Services by Resolution from time to time since June 6, 1990;

WHEREAS, the City is desirous of further amending the Schedule of Fees and Charges;

WHEREAS, heretofore the City Council adopted Ordinance No. 138.1 on October 3, 1990, amending Ordinance No. 138 relating to the establishment of a fee and service charge revenue/cost comparison system;

WHEREAS, pursuant to Section 3.40.040 (a) of Ordinance No. 138, rates of fees and charges to be charged and collected in order to recover the percentage of costs reasonably borne in providing City services shall be set by resolution; and pursuant to Section 3.40.050 and 3.40.060 of said ordinance, any new or increased charges are to be set after public hearing and notice as required in said sections; and

WHEREAS, notice of time and place of public hearing, including a general explanation of the matter to be considered has been provided in compliance with the provisions of said ordinance;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY DOES RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Fee Schedule Adoption The "Schedule of Fees and Charges" is hereby amended as stated in Exhibit A to this Resolution.

Section 2. Effective Date This Resolution shall take effect 30 days following its adoption.

This resolution was duly and regularly adopted and passed by the City Council of the City of Scotts Valley, California, at a regular meeting thereof held on the 6th day of May, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED: _____
Dene Bustichi, Mayor

ATTEST: _____
Tracy Ferrara, City Clerk

**CITY OF SCOTTS VALLEY
SCHEDULE OF FEES EFFECTIVE MAY 18, 2011**

EXHIBIT A

	<u>CURRENT FEE</u>	<u>PROPOSED FEE</u>
RECREATION		
Childcare program fees - Full Time	\$3.30 / hour	same
Childcare program fees - Part Time	\$4.05 / hour	same
Childcare program fees for hours over part-time schedule (when scheduled as part-time)	\$15/hour until full-time cost is reached	same
Childcare program late payment	Lesser of \$25 or cost of program	same
Childcare program late pick-up	\$5 for 1st 15 mins. & \$10 per extra 15 min	same
Ballfields for season:		
Youth/non-profit	\$10/player	same
Adult resident	\$20/player	same
Adult non-resident	\$30/player	same
Private facility use	per schedule	same
Administration fees	5	same
Sports:		
Open Gym	3	same
Adult volleyball	\$315 / team	same
Adult softball	\$520 / team	same
Youth basketball	\$60 / participant	same
Adult basketball	\$395 / team	same
Adult soccer	\$430 / team	same
Forfeit fee (team)	\$ 25	same
Protest fee (refunded if protest upheld)	\$ 10	same
Swimming lesson (8 lessons)	\$ 60	same
Open recreational swim	\$ 3	same
Tennis (4 lessons)	\$ 63	same
Tennis lights key rental per 3 months	\$ 20	same
Adult Dodgeball	\$200 / team	same
Bocce ball	\$5 / player	same
Classes	Cost - varied	same
Trips and tours	Cost - varied	same
Non-Resident fees		
Program/class amount:		
1.00 - 10.00	\$ 4	same
11.00 - 25.00	\$ 5	same
26.00 - 40.00	\$ 6	same
41.00 - 70.00	\$ 7	same
71.00 +	\$ 8	same
Sports leagues	\$10 / person	same

Scotts Valley Recreation Division Facility Rental Fee Chart

# Of People	Resident Fee	Non-Resident Fee	Deposit
up to 50	\$20/hr \$200/day	\$25/hr \$250/day	None
up to 100	\$30/hr \$300/day	\$35/hr \$350/day	None
up to 250	\$300/day	\$425/day	\$300
up to 500	\$600/day	\$850/day	\$1,000
up to 1,000	\$1,200/day	\$1,570/day	\$1,500

Siltanen Park

Community Room, Ball Fields, Group BBQ

Skypark

Birthday Gazebo, Group BBQ, Ball Fields, Recreation Room

Vine Hill, Brook Knoll

Recreation Division Modulares

Hocus Pocus

BBQ area

MacDorsa Park

BBQ/includes Gazebo

Siltanen Park Pool Fees

\$125 per 2 hrs fee includes 2 Lifeguards, 38 people max, 2 picnic tables, small BBQ

Athletic Field Lights

\$15.00/hr

Fee Charge Activities

Activities on City property that charge a fee for participation will be charged a 10% fee in addition to the rental fee

Accidental Facility Alarm Activation Fee

\$50 fee for activation of facility alarm either for non-emergency, on accident, or as a false alarm

SCOTTS VALLEY RECREATION DIVISION

	<u>Current Fee</u>	<u>Proposed Fee</u>
COMMUNITY CENTER FEES		
Hourly Rental – Resident	\$87	\$87
Daily Rental – Resident	N/A	\$950
Hourly Rental – Non Resident	\$95	\$95
Daily Rental – Non Resident	N/A	\$1,050
Discount for Non-Profit - 501(c)(3)	25%	25%
Cleaning Fee – No Tables and Chairs	N/A	\$150
Cleaning Fee – With Tables and Chairs	N/A	\$200
Damage Deposit	\$200	\$200
Special Event Insurance Administrative Fee	N/A	\$10
 SENIOR CENTER FEES		
Hourly Rental, Main Room – Resident	\$60	\$60
Hourly Rental, Main Room – Non Resident	\$67	\$67
Discount on Main Room for Non-Profit 501(c)(3)	\$10	\$10
Hourly Rental, Library – Resident	\$20	\$20
Hourly Rental, Library – Non Resident	\$25	\$25
Special Event Insurance Administrative Fee	N/A	\$10

**City of Scotts Valley
City Council
INTEROFFICE MEMORANDUM**

DATE: May 6, 2015

TO: Honorable Mayor and City Council

FROM: Corrie D. Kates, Community Development Director/Dep. City Mgr.
Michelle Fodge, AICP, Senior Planner

**SUBJECT: CONTINUATION OF DISCUSSION ON POLICY OPTIONS FOR
OUTDOOR STORAGE USES IN THE CITY**

SUMMARY OF ISSUE

On April 1, 2015, the City Council reviewed four policy options for the temporary moratorium (Ordinance No. 16-133.2), which prohibits new outdoor storage uses on Mt. Hermon Road and Scotts Valley Drive and expires on July 20, 2015.

The City Council heard public testimony supporting and opposing outdoor storage on these two commercial corridors. Council Members Aguilar, Lind, and Reed discussed a possible hybrid option which included the following ideas:

- Allow outdoor storage as a conditional use in the C-S and I-L zones but not on Scotts Valley Drive and Mt. Hermon Road;
- Create specific design standards for screening; and
- Prohibit outdoor storage next to housing.

The discussion was continued to allow more time to review the options and consider the consequences.

For background and details, please see the attached staff reports and meeting minutes.

FISCAL IMPACT

Depending on the option pursued, fiscal impact may vary.

CONCLUSION

Staff requests direction on which policy option to pursue, and feedback on the draft definition of outdoor storage in the attached staff report dated April 1, 2015.

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Robyn McKeen, Community Organizer for United Way of Santa Cruz County, stated that the County of Santa Cruz, City of Santa Cruz, City of Capitola, and City of Watsonville had all approved this plan. She gave a PowerPoint presentation regarding "All In", and Ken Cole, Executive Director of the Santa Cruz County Housing Authority, continued the PowerPoint presentation, and responded to questions from Council.

M/S: Aguilar/Bustichi

To approve the County-wide Homeless Strategic Plan entitled "ALL IN - Toward a Home for Every County Resident; the Santa Cruz County Community Strategic Plan to Prevent, Reduce and Eventually End Homelessness".

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

>>>2. Discussion and consideration of policy options for outdoor storage uses in the City of Scotts Valley

Mayor Bustichi recused himself due to a potential conflict of interest.

SP Fodge presented the written staff report and responded to questions from Council. She stated that the following options were being provided to Council for consideration:

Option #	Description	Permit Process	Required Next Step before the Moratorium Expires on July 20, 2015
1	No change	Future use permit applications in the C-S & I-L zones will continue to be processed on a case-by-case basis	None; the moratorium could be reduced in duration or lifted
2	Allow in C-S <u>and</u> create specific design standards for screening	Same as above, <u>and</u> new design standards will apply	Staff will prepare a zoning text amendment for Planning Commission and City Council review
3	Prohibit on Mt. Hermon Road and Scotts Valley Drive no matter the zone	Not applicable because the use is not allowed	Same as above
4	Allow only in the I-L (but not on SVD or MHR) <u>and</u> create specific design standards for screening	Future use permit applications will only be processed in the I-L zone on a case-by-case basis, <u>and</u> new design standards will apply	Same as above

SP Fodge stated that options 2, 3, and 4 would require Planning Commission review and recommendation, and would come back to the City Council for action and final approval.

Jeannine Lee McCombs and Jason McCombs, SV residents and owners of outdoor storage yards in Scotts Valley, spoke in support of allowing outdoor storage in Scotts Valley on a case by case basis.

Regan Barry, SV resident, spoke in opposition to outdoor storage in any area that abuts a residential neighborhood.

CM Aguilar recommended Option #2 with an addition that it not be allowed next to housing.

CM Reed stated that he is against Option #2 as he does not feel this is an appropriate use along Mt. Hermon Road or Scotts Valley Drive and recommended Option #3 or #4, with design standards for both options as discussed in Option #2.

VM Lind recommended Option #3 or #4 with design standards for both options as discussed in Option #2. She expressed concerns for property owners impacted by the economy.

CM Reed, CM Aguilar, and VM Lind felt that Option #4 might work, but they would like to see C-S included, as long as it is not next to housing.

CM Johnson stated that he needs additional time to explore and research this issue before making a recommendation. He expressed concerns about the potential unintended consequences of restricting locations.

SP Fodge recommended that staff bring this item back in May with revised options and in order to allow time for Council to evaluate this issue further.

3. Future Council agenda items

CM Aguilar recommended a future agenda item regarding tobacco licensing.

CONVENE TO CLOSED SESSION

The City Council convened to closed session at 7:44 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 54959.8, the City Council met in closed session to confer with their legal counsel regarding real property negotiations, APN 022-481-19.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:10 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

**City of Scotts Valley
City Council
INTEROFFICE MEMORANDUM**

DATE: April 1, 2015

TO: Honorable Mayor and City Council

FROM: Corrie D. Kates, Community Development Director/Dep. City Mgr.
Michelle Fodge, Senior Planner

**SUBJECT: DISCUSSION ON POLICY OPTIONS FOR OUTDOOR STORAGE
USES IN THE CITY**

SUMMARY OF ISSUE:

In February and March 2014, the City Council adopted Ordinance Nos. 16-133 and 16-133.1, an urgency ordinance establishing a temporary moratorium on outdoor storage uses on Mt. Hermon Road and Scotts Valley Drive and a time extension in response to requests for outdoor storage (*see meeting minutes attached*).

Given the increase in new development in the City, there were concerns how outdoor storage may affect economic development, how its visual unsightliness is screened from street views, and whether outdoor storage is suitable and compatible for the City's commercial corridors.

County-wide, outdoor storage is typically seen in industrial zones (*see table attached*). Given the City's improvements to Scotts Valley Drive in 2000 and the commercial and residential construction underway, it is prudent to review the appropriateness of outdoor storage uses with the City's vision for its commercial corridors.

In January 2015, the City Council extended Ordinance No. 16-133.2 for 180 days, in accordance with Government Code Section 65858 (*see meeting minutes attached*). The moratorium will expire July 20, 2015. The extension gave staff additional time to prepare policy options for City Council consideration (*see four options on pages 3-4*).

Staff requests that the City Council give:

1. Direction on which policy option to pursue, and;
2. Feedback on a draft definition of outdoor storage.

BACKGROUND:

Outdoor storage is listed as a conditional use in the City's Service-Commercial (C-S) and Light-Industrial (I-L) zones, which requires use permit approval by the Planning Commission at a public hearing. The use permit process evaluates if the proposed use is consistent with the purpose of the zoning district and how any potential negative impacts to surrounding businesses may be avoided or reduced.

In 2000, to encourage commercial growth, the City invested \$10 million to improve Scotts Valley Drive by widening the road and installing curbs, gutters, sidewalks, light poles, and landscape medians.

In 2003, the Planning Commission and City Council discussed issues and concerns with outdoor storage yards. No conclusions or recommendations were developed to date on this matter. Historically, the City has reviewed applications for outdoor storage on a case-by-case basis. After the economic downturn in 2007, the City approved some use permits for outdoor storage to help property owners make some use of underused or undeveloped parcels and allow these uses during a tough economy.

In the past two years, significant new development has occurred. In the Town Center Specific Plan area, 46 townhouses were completed, the movie theater had a major remodel and upgrade, and the creation of a town center has moved forward. On Scotts Valley Drive, three commercial buildings and 49 residences were built and a new hotel project has started grading. These two commercial corridors are developing as hoped, and other new development applications will be submitted soon. A case can be made that the commercial corridors have outgrown allowing outdoor storage.

Currently on Mount Hermon Road, there is 1 unpermitted outdoor storage use. On Scotts Valley Drive, there are 3 permitted outdoor storage uses and approximately 4 grandfathered uses and 8 unpermitted uses. For the permitted outdoor storage uses, staff hours spent tracking property owner compliance with required conditions and ensuring maintenance of outdoor storage has increased.

DISCUSSION:

- A. **DEFINITIONS:** The City's Municipal Code has a definition for junkyard but not for outdoor storage or contractor storage yard. Staff researched County-wide jurisdictions for outdoor storage definitions; none were found. Therefore, staff looked at definitions outside the County and prepared the draft definition below.

"Outdoor Storage shall the storing of items in the open air, not inside a completely enclosed building for a continuous period longer than twenty-four hours. Completely enclosed building is four or more walls with a roof. Items considered as outdoor storage shall include any of the following items, but not limited to:

1. appliances and furniture that is clearly not intended for outdoor use on the premises;

2. building materials (not part of a project under construction), debris, junk, refuse, trash, or salvage;
3. commercial vehicles (towed or driven);
4. contractor's storage yard;
5. junkyards, see existing definition;
6. machinery, equipment;
7. portable outdoor storage container (POD), roll-off bins, shipping cargo containers;
8. recreational vehicles;
9. trailers;
10. watercraft; and,
11. and other similar items as determined by the Community Development Director that are inconsistent with the purpose and objectives of the applicable zoning district.

This definition shall not apply to auto rental businesses, auto repair, or car sales with an approved and valid use permit, occasional side walk sales, merchandise associated with a retail or other permitted use which is displayed outdoors during day and brought indoors at the end of the business day unless otherwise grandfathered or approved for merchandise to remain outdoors, operable and registered personal vehicles and construction sites with an active building permit for new development, which involve storing construction materials which are intended for use within 60 days on site."

- B. POLICY OPTIONS: Options 2, 3, and 4 require Planning Commission review and recommendation to the City Council for the Council's action. This review and process could be scheduled before the moratorium expires on July 20, 2015.

Option #	Description	Permit Process	Required Next Step before the Moratorium Expires on July 20, 2015
1	No change	Future use permit applications in the C-S & I-L zones will continue to be processed on a case-by-case basis	None; the moratorium could be reduced in duration or lifted
2	Allow in C-S <u>and</u> create specific design standards for screening	Same as above, <u>and</u> new design standards will apply	Staff will prepare a zoning text amendment for Planning Commission and City Council review
3	Prohibit on Mt. Hermon Road and Scotts Valley Drive no matter the zone	Not applicable because the use is not allowed	Same as above

Option #	Description	Permit Process	Required Next Step before the Moratorium Expires on July 20, 2015
4	Allow only in the I-L (but not on SVD or MHR) <u>and</u> create specific design standards for screening	Future use permit applications will only be processed in the I-L zone on a case-by-case basis, <u>and</u> new design standards will apply	Same as above

In the I-L zone, building construction and supply facilities, such as Scarborough Lumber and Central Home Supply, are allowed by right.

C. SCREENING OF OUTDOOR STORAGE: In the C-S and I-L zones, the City's existing requirements to screen outdoor storage uses are listed below, which require review and approval by the City:

1. Outdoor storage areas for materials and equipment shall be surrounded and screened by appropriate materials; and,
2. All sorted heavy equipment shall be parked and/or stored on the rear half of the project site and visually screened by screening materials.

The benefit of these general standards is that they allow flexibility in screening. The disadvantage is that they are not specific enough regarding the type and extent of screening, such as fencing and/or landscaping. Staff's experience is that applicants want to provide the least amount of screening. Negotiating with applicants for reasonable screening from street views has been difficult. Therefore, a case can be made that establishing specific design standards will give clear direction to applicants on what screening is expected.

FISCAL IMPACT:

Depending on the option pursued, fiscal impact may vary.

CONCLUSION:

Staff has prepared four policy options for City Council consideration and requests direction on which policy option to pursue, and feedback on a draft definition of outdoor storage.

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To approve the request for deferral of building permit/plan check fees for up to one year for the Boys and Girls Club of the Valleys.

Carried 4/0/1 (AYES: Aguilar, Johnson, Lind, Reed / ABSENT: Bustichi)

>>>3. **Consideration of Urgency Ordinance No. 16.133 establishing a temporary moratorium on outdoor storage uses on Scotts Valley Drive and Mount Hermon Road**

VM Bustichi recused himself from this item due to a potential conflict of interest.

CDD Kates presented the written staff report and responded to questions from Council. He stated that approval would require a four-fifths vote, and with VM Bustichi recusing himself, it would require a unanimous vote of the Council.

Terry Rein, Attorney for Carol Carava property owner for outdoor storage use permit at 5300 Scotts Valley Drive, spoke in opposition to a moratorium on outdoor storage and requested that outdoor storage uses be considered on a case by case basis.

Jon Lee, outdoor storage applicant at 5300 Scotts Valley Drive, spoke in opposition to a moratorium on outdoor storage.

Bill Chapman, Bill Chapman Automotive, expressed concerns regarding this issue.

Josh Simpson, SV resident and owner of 5040 Scotts Valley Drive, spoke in opposition to a moratorium on outdoor storage.

Mike Tunink, Attorney representing Scotts Valley Boat and Storage, questioned if the Aviza property was subject to this moratorium.

CDD Kates responded to Mr. Tunink stating that the Aviza property is not part of this moratorium.

M/S: Johnson/Aguilar

To approve Urgency Ordinance No. 16.133 adopting a moratorium of outdoor storage uses located on Mt. Hermon Road and Scotts Valley Drive, and waive the reading thereof.

Carried 4/0/1 (AYES: Aguilar, Johnson, Lind, Reed / ABSENT: Bustichi)

2. **Consideration of Community Garden to be located between the Scotts Valley Senior Center and the Scotts Valley Community Center**

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

Jay Mosley, SV Host Lions Club, spoke in favor of a community garden in Scotts Valley and stated that the Lions Club is willing to work on building this project.

Steve Dodds, Kiwanis, spoke in favor of a community garden in Scotts Valley and stated that Kiwanis is willing to work on building this project.

Lee Besse, representing the Scotts Valley Community Theater Guild (SVCTG), gave a PowerPoint presentation and update on the SVCTG's progress to date and responded to questions from Council.

The City Council directed City staff to obtain estimates in order to clean out the space and make it more accessible and marketable.

PUBLIC HEARINGS

- >>>>3. **Consideration adoption of urgency Ordinance No. 16.133.1 extending a temporary moratorium on outdoor storage uses located on Mt. Hermon Road and Scotts Valley Drive for 10 months and 15 days to allow staff more time to research issues and return to the City Council with an update**

VM Bustichi recused himself due to a conflict of interest.

SP Fodge presented the written staff and responded to questions from Council.

PUBLIC HEARING OPENED - 7:52 PM

No one came forward.

PUBLIC HEARING CLOSED - 7:52 PM

M/S: Johnson/Lind

To approve urgency Ordinance No. 16.133.1 extending a temporary moratorium on outdoor storage uses located on Mt. Hermon Road and Scotts Valley Drive for 10 months and 15 days to allow staff more time to research issues and return to the City Council with an update, and waive the reading thereof.

Carried 4/0/1 (AYES: Aguilar, Johnson, Lind, Reed / ABSENT: Bustichi)

REGULAR AGENDA

(Resumed)

4. Future Council agenda items

CM Johnson requested that the plastic bag ban be moved to April 16 as he will not be able to attend the April 2 meeting.

VM Bustichi requested a future agenda item to obtain and review a list of surplus items in the vacant portion of the library building on Kings Village Road.

The City Council recessed at 8:00 pm in order for the Successor Agency Board of Directors to meet.

The City Council reconvened at 8:10 pm and convened to closed session.

CONVENE TO CLOSED SESSION

M/S: Johnson/Reed

To approve the Reimbursement Agreement for Building Inspection, Plan Check, Civil Engineering, and Other Services between the City of Scotts Valley and 1440 DEVCO, LLC and authorize the City Manager to execute the agreement.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

2. **Consider approval of Resolution No. 1898 preventing U-turns for northbound traffic on Scotts Valley Drive at Oak Creek Boulevard**

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

M/S: Lind/Johnson

To approve Resolution No. 1898 preventing U-turns for northbound traffic on Scotts Valley Drive at Oak Creek Boulevard and direct staff to install appropriate signage.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

PUBLIC HEARINGS

- >>>> 3. **Consideration of Urgency Ordinance No. 16.133.2 extending the adopted Urgency Ordinance establishing a temporary moratorium on outdoor storage uses located on Mt. Hermon Road and Scotts Valley Drive, for a one year period, to allow more time to research issues and return to the City Council with recommendations**

SP Fodge presented the written staff report and responded to questions from Council.

Mayor Bustichi stated that in previous meetings regarding this subject he had recused himself from voting on this item because he had a potential financial interest; however, he no longer has that interest, so he will be voting on this item.

Mayor Bustichi and CM Reed expressed concerns about the time that has passed to date with no action on this item, and they do not feel comfortable extending this for a year.

CM Johnson recommended a six-month extension.

PUBLIC HEARING OPENED - 6:45 PM

No one came forward.

PUBLIC HEARING CLOSED - 6:45 PM

M/S: Johnson/Lind

To approve Urgency Ordinance No. 16.133.2 extending the adopted Urgency Ordinance establishing a temporary moratorium on outdoor storage uses located on Mt. Hermon Road and Scotts Valley Drive, for a six month period, to allow more time to research issues and return to the City Council with recommendations, and waive the reading thereof.

Carried 4/0/1 (AYES: Bustichi, Johnson, Lind, Reed; ABSENT: Aguilar)

Table 1
Where Outdoor Storage Uses are Allowed in Santa Cruz County

Jurisdiction	Zoning District Allowed	Planning Permits Required	Decision-making Body	Staff Notes
Capitola	None	n/a	n/a	Capitola Municipal Code prohibits unenclosed storage with exceptions. Existing industrial uses may store some equipment outdoors.
County	C-4 M-1 M-2	Commercial Dev. Permit + Design Review	Section Manager or Zoning Administrator or Planning Commission ¹	County is revising their commercial use chart; allowed uses may change.
Santa Cruz	CC CT IG	Admin & regular Use Permit, + sometimes Design Review	Zoning Administrator or Planning Commission	CC zone is similar to but more intensive than the City of Scotts Valley's C-S zone.
Scotts Valley	C-S I-L	Use Permit + sometimes Design Review	Planning Commission	<i>All other jurisdictional zones are more intensive than C-S zone.</i>
Watsonville	IG PF N	Use Permit	Zoning Administrator	Outdoor storage is not allowed in commercial zones.

Legend:

- C-4 Commercial Service: Nonretail in nature, such as building material suppliers, auto repair, freight terminals. Large sites usually needed for proximity to major streets to handle truck traffic or access to rail transportation.
- CC Community Commercial: Variety of commercial and service uses with limited industrial uses.
- C-S Commercial-Service: For retail, personal and business services, and general office.
- CT Thoroughfare Commercial: Retail and service that are dependent on thoroughfare travel.
- IG General Industrial: For industrial operations while protecting adjacent uses from impacts.
- I-L Light-Industrial: For industrial uses that are inappropriate in residential and commercial zones because of their potential operations, noise, odors, dust, glare, traffic impacts.
- M-1 Light Industrial: For light industrial facilities, assembly and manufacturing which have no potential for major pollution, adverse visual impacts, nuisance or hazard factors.
- M-2 Heavy Industrial: For heavy industrial facilities, major manufacturing/processing plants.
- N Institutional: For institutional facilities that provide uses which are available to the public but are either privately owned or operated by State and Federal agencies
- PF Public Facilities: Owned and operated by City or County Government agencies with uses that are available to the general public.
- 1 Size of related structures determines the level of permit and decision-making body.