AGENDA

Meeting of the
Scotts Valley City Council

Date: November 4, 2015
Time: 6:00 p.m.

CITY OF SCOTTS VALLEY	**MEETING LOCATION**	**POSTING**: The agenda was posted
1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	10-30-15 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org.

Elected Officials	**City Staff Members**
Dene Bustichi, Mayor Donna Lind, Vice Mayor Stephany E. Aguilar, Council Member Randy Johnson, Council Member Jim Reed, Council Member	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

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 10-21-15

B. Approve check register – 10-23-15, 10-19-15

C. Approve the following for the MKT Investments Subdivision on Scotts Valley Drive:
   (1) Resolution No. 1829.6 approving the final map for the MKT Investments Subdivision, Tract #1580, Scotts Valley Drive, APN 022-861-21; and
   (2) Resolution No. 960.81 authorizing execution of Improvement Agreement for the MKT Investments Subdivision, Tract #1580, Scotts Valley Drive, APN 022-861-21.

D. Approving second reading and adoption of Ordinance No. 16-ZC-224 approving a planned development overlay zoning district (PD14-002) for a 19 unit planned development (The Terrace at Scotts Valley) located on Scotts Valley Drive / APN's 022-162-69 & -74

E. Approve cancellation of regular City Council meeting of January 6, 2016

F. Approve closure of City Hall and Recreation administrative offices for the weeks of December 21 and 28, 2015

G. Approve Site Rental Agreement between the City of Scotts Valley and Vineyard Church for use of the Scotts Valley Community Center

H. Approve At Will Employment Agreement between the City of Scotts Valley and Charles Comstock for Interim City Manager services from November 9, 2015 through December 23, 2015

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 purchase agreement for sale of properties on Erba Lane, APN 022-481-18 and a portion of 022-481-19 (CityManager/Ando)

2. Consideration of the City of Scotts Valley becoming a partner agency in the Regional Water Management Group for the purposes of development an Integrated Regional Water Management Plan (IRWMP) (PublicWorks/Hamby)

3. Consideration of proposed expenditures for the remaining 2014/15 State Supplemental Law Enforcement Services Fund (SLESF)/Citizens Option for Public Safety (COPS) and the upcoming 2015/16 SLESF/COPS funds (Police/Weiss)

4. Future Council agenda items
   (This portion of the Regular Agenda allows the Council to determine items to be placed on a future agenda and to choose a date, if so desired.)

CONVENE TO CLOSED SESSION

CLOSED SESSION
SUBJECT:

(1) Conference with legal counsel regarding real property negotiations.

Legal Authority:	Govt Code section 54956.8
Location/APN's:	The City of Scotts Valley ocean outfall pipeline starting at the City's wastewater facility, APN 021-061-25 and through Hocus Pocus Park, APN 021-061-45 which runs along Whispering Pines Drive, to Estrella Drive, to Lockewood Lane to Graham Hill Road with turnouts located off of Sims Road and Deer Path Road onto APN 060-011-02, the Pasatiempo Golf Club
Staff Present:	City Manager, City Attorney, Community Development Director/ Deputy City Manager, Public Works Director

(2) Conference with legal counsel regarding real property negotiations.

Legal Authority:	Govt Code Section 54956.8
APN:	022-212-22
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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M I N U T E S

Meeting of the
Scotts Valley City Council

Date: October 21, 2015

POSTING:
The agenda was posted on 10-16-15
at City Hall, the SV Senior Center, and
the SV Library, by the City Clerk.

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and **MOMENT OF SILENCE**

ROLL CALL

Present:	Mayor Bustichi	City Manager Ando
	Vice Mayor Lind	City Attorney Powell
	Council Member Aguilar	Comm Dev Dir/Deputy City Mgr Kates
	Council Member Johnson	Public Wks Director Hamby
	Council Member Reed	Police Chief Weiss
		Principal Planner Bateman
		Senior Planner Fodge
		Contract Planner Kim Tschantz
		City Clerk Ferrara

COMMITTEE REPORTS

Mayor Bustichi reported that the Water Subcommittee met and they have been discussing potential uses for gray water and rainwater recovery. He stated that the Subcommittee will be bringing some items forward in the future for City Council consideration. He reported that they are also continuing to work with the Water District and Pasatiempo to provide recycled water to the Pasatiempo Golf Course.

CITY MANAGER REPORT

- I have talked about the purchase of ergonomically correct equipment through our insurance pool in the past in order to help reduce potential workman's comp injuries. The pool funds $7,500 per City each year in the pool. I usually max out this amount for Scotts Valley. Last year I was able to request $10,800 by using funds that went unspent from other cities. The big ticket item for this year is a new counter workspace in the Police report writing room. It was originally used for evidence processing and the counter space is too low for typing on computers. The new counter will come with two new ergonomically correct chairs as well.
- I attended a Library Facilities Financing Authority meeting last Thursday. There was no agreement on the distribution of funds to the various jurisdictions from a potential bond measure for improvements to the branches within the library system. There will be a joint meeting of the Library Joint Powers Authority Board and the Library Facilities Financing Authority tomorrow at 1 pm to receive the polling results from Gene Bregman about a potential bond measure.

- Next Monday and Tuesday (Oct 26 & 27) Graham Hill Road will be closed from Lockewood Lane to Zayante Road from 8am to 4:30pm. This work is for the water district's emergency intertie project just as it was a couple of weeks ago. The City has been assured that the same traffic controls will be in place as last time. We are not aware of any complaints from the last closing. This work was not scheduled to take place until next spring, but the project is ahead of schedule so they're proceeding now.
- Just a reminder, this Friday, October 23 will be the movie in the park, sponsored by the Scotts Valley Parks and Recreation Advocates. It will be Monsters University. There will be 7 food trucks there if you want to have dinner there starting at 4:30. The movie will start at 6:30.
- The Senior Center Antiques & Crafts Faire will be Saturday and Sunday, November 7 and 8. There will be a variety of crafts such as birdhouses, jewelry, and homemade candies, not just holiday themed crafts.
- The Siltanen Family Swim Center is closed for the season now. It will reopen in April next year.

PUBLIC COMMENT

John Anderson, President of Vista Del Lago Homeowners Association, thanked Council Member Aguilar for her assistance with reducing the CPI rent increase at Vista Del Lago from 3.5% to 2.6%.

Darshana Croskrey, Senior Center Coordinator, invited the community to attend their annual antiques and craft fair being held on November 7 and 8 at the Scotts Valley Community Center and the Scotts Valley Senior Center.

Lynne Sansevero, Woodhill Homeowners Association, expressed concerns about the amount of people who do not pick up after their animals at MacDorsa Park, and recommended adding bag stations and trash receptacles to encourage more people to pick up.

**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 10-14-15, 10-7-15
B. Approve check register – 10-9-15, 10-2-15
C. Approve the following appointments to the ADA Accessibility Committee:
   (1) Appointment of Nancy Hofmann by Council Member Johnson
   (2) Appointment of Kendra Kannegaard by Council Member Reed
D. Approve inventory of surplus vehicles and firewood and authorize the Purchasing Officer to dispose of such items in accordance with Section 2.70.130 of the Scotts Valley Municipal Code
E. Approve the Agreement for Professional Services with Monterey Peninsula Engineering (MPE) is for the construction of the site improvements at the Skypark Bocce Ball Courts and authorize City Manager to execute the agreement

ALTERATIONS TO REGULAR AGENDA

CM Ando requested that Item 1 be removed from the agenda.

M/S: Aguilar/Lind
To approve the Regular Agenda as amended moving Item 1 from the agenda.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

REGULAR AGENDA

~~1. Senior Center Annual Presentation~~

2. **Discussion of beekeeping ordinance**

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

Debbie Muth, local beekeeper, provided information to Council regarding the beekeeping process and spoke regarding her experiences with beekeeping. She stated that she currently has two boxes, because the bees would die over the winter if there was only one box.

John Stevens, neighbor of Debbie Muth, stated that he feels the number of bee boxes allowed should be based on the size of the lot and recommended that the boxes be placed closer to the beekeeper's house than their neighbors homes.

CM Aguilar expressed concerns about the 50' setback recommendation, and recommended 25', as some lots may be too narrow to allow for the 50' setback from adjoining properties.

CM Reed stated that he is comfortable with the 50' recommendation, but expressed concerns regarding the maximum of 5 boxes/drawers on a 40,000 square foot lot. He stated that as long as the neighbors agree, he would agree with the Planning Commission recommendations.

CM Johnson stated that he agreed with the Planning Commission recommendations.

VM Lind stated that she is agreed with the Planning Commission recommendations.

Mayor Bustichi stated that he does not see a reason to make any changes to the current ordinance.

PUBLIC HEARINGS

3. **Consider approval of purchase agreements, promissory notes, and deeds of trust for sale of properties on Erba Lane, APN 022-481-18 and a portion of APN 22-481-19**

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

PUBLIC HEARING OPENED - 7:00 PM

No one came forward.

PUBLIC HEARING CLOSED - 7:00 PM

CM Aguilar questioned the letter received from the United Brotherhood of Carpenters and Joiners of America the afternoon of October 21, 2015, questioning the process for this sale. She also asked if it was possible to add language regarding a first right of refusal.

CA Powell responded to each of the items raised by the United Brotherhood of Carpenters and Joiners of America the afternoon of October 21, 2015.

CA Powell stated that staff will bring this back at the next regular City Council meeting on November 4 for review and approval of the wording regarding the first right of refusal.

M/S: Lind/Johnson
To approve Resolution No. 1899.1 a resolution of the City Council of the City of Scotts Valley, California, acting as the City's Successor Housing Agency, authorizing the City Manager of the City of Scotts Valley to sign that certain revised Sale and Purchase Agreement between the City and SV Housing, LLC, for the sale of that certain real property located on Erba Lane (APN No. 022-481-18), subject to agreeable language regarding the first right of refusal.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

M/S: Lind/Johnson
To approve Resolution No. 1899.2 a resolution of the City Council of the City of Scotts Valley, California, acting as the City's Successor Housing Agency, authorizing the City Manager of the City of Scotts Valley to sign that certain Sale and Purchase agreement between the City and SV Housing, LLC, for the sale of a portion of that real certain real property located on Erba Lane (a portion of APN No. 022-481-19), subject to agreeable language regarding the first right of refusal.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

4. **Consider approval Planning Commission's recommendation of approval for a Planned Development consisting of 19 townhomes and related improvements on two vacant lots (2.6 acres) located on Scotts Valley Drive, APN'S 022-162-69 & 74**

PP Bateman and Kim Tschantz, Contract Planner, presented the written staff report, gave a PowerPoint presentation regarding the project, and responded to questions from Council.

PUBLIC HEARING OPENED - 7:49 PM

Steve Winters, SV resident adjacent to the project, spoke in favor of the project.

Elizabeth Drago, SV resident adjacent to the project, spoke in favor of the project.

Jasmine Ow Hurst, SV resident adjacent to the project, spoke in favor of the project.

Amy Hemer, SV resident adjacent to the project, expressed concerns related to traffic, parking on Oak Creek and Quien Sabe, and water impacts.

Jewel Andrews and Aidan Paul, speaking on behalf of their father Mark Andrews, SV resident and teacher, read a letter in favor of the project.

Eric Braun, SV resident adjacent to the project, expressed concerns related to traffic.

Sherilyn Jager, SV resident adjacent to the project, spoke in support of the project and thanked Chris Perri for eliminating the dwelling unit closest to her property.

Bill Jager, SV resident adjacent to the project, spoke in support of the project.

PUBLIC HEARING CLOSED - 8:08 PM

Chris Perri, Property Owner/Developer, spoke regarding the project and responded to questions from Council.

M/S: Aguilar/Lind
To approve Resolution No. 1910 certifying a mitigated negative declaration for a 19 unit planned development (The Terrace at Scotts Valley) located on Scotts Valley Drive / APN's 022-162-69 & -74.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

M/S: Aguilar/Reed
To approve first reading and introduciton of Ordinance No. 16-ZC-224 approving a planned development overlay zoning district (PD14-002) for a 19 unit planned development (The Terrace at Scotts Valley) located on Scotts Valley Drive / APN's 022-162-69 & -74, and waive the reading thereof.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

M/S: Aguilar/Reed
To approve Resolution No. 1910.1 approving land division (LD14-001) for a 19 unit planned development (The Terrace at Scotts Valley) located on Scotts Valley Drive / APN's 022-162-69 & -74.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

M/S: Aguilar/Reed
To approve Resolution No. 1910.2 approving a planned development permit (PD14-022) for a 19 unit planned development (The Terrace at Scotts Valley) located on Scotts Valley Drive / APN's 022-162-69 & -74.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

M/S: Aguilar/Reed
To approve Resolution No. 1910.3 approving Design Review No. DR14-009 for a 19 unit planned development (The Terrace at Scotts Valley) located on Scotts Valley Drive / APN's 022-162-69 & -74.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

REGULAR AGENDA
(Resumed)

5. **Consider approval of additional funding for the Emergency Winter Shelter Program**

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

M/S: Johnson/Aguilar
To approve additional funding in the amount of $6,542 for 4 months from the City's General Fund and amend the budget for the Emergency Winter Shelter Program by $6,542.
Carried 5/0 (AYES: Aguilar, Bustichi, Johnson, Lind, Reed)

6. **Future Council agenda items**

Mayor Bustichi recommended that future planning projects be made available to Council instead of having

ADJOURNMENT The meeting adjourned at 8:37 p.m.

Approved: ______________________________
Dene Bustichi, Mayor

Attest:_________________________________
Tracy A. Ferrara, City Clerk

M I N U T E S

Special Closed Session Meeting of the Scotts Valley City Council

Date: October 21, 2015

POSTING:
The agenda was posted on 10-20-15 at City Hall, the SV Senior Center, and the SV Library, by the City Clerk.

CALL TO ORDER 8:40 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 8:40 p.m. to discuss the following item:

(1) Pursuant to Government Code Section 54956.8, the City Council met in closed session to meet with their legal counsel regarding real property negotiations, APN's 021-271-04, 022-601-06, 022-601-07, 022-601-08.

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 8:50 p.m.

REPORT ON ACTION TAKEN DURING CLOSED SESSION

Mayor Bustichi announced that there was nothing to report.

ADJOURNMENT The meeting adjourned at 8:50 p.m.

Approved: ______________________________
Dene Bustichi, Mayor

Attest:______________________________
Tracy A. Ferrara, City Clerk

Check Register

CONSENT AGENDA ITEM B
DATE: 11-4-2015

BANK	VENDOR		CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT				
003342	ACCENT CLEAN & SWEEP INC		105700	10/23/15	3,668.50
001405	AFLAC-FLEX ONE		105701	10/23/15	2,901.94
014951	AGM ELECTONICS INC		105702	10/23/15	800.51
001626	AGUILAR/STEPHANY		105703	10/23/15	45.54
000001	AMERICAN PLANNING ASSOCI		105704	10/23/15	350.00
001670	AT &T		105705	10/23/15	1,450.21
000614	BATTERIES PLUS		105706	10/23/15	82.63
001822	BC LABORATORIES INC.		105707	10/23/15	288.00
001066	BEHAVIORAL HEALTH CARE I		105708	10/23/15	128.00
001963	BELLVILLE/WAYNE		105709	10/23/15	21.00
003054	BIRLEY/MICHAEL		105710	10/23/15	52.50
000021	BOWMAN & WILLIAMS		105711	10/23/15	6,251.25
000437	BRASS KEY LOCKSMITH		105712	10/23/15	21.66
001938	BUCKLES-SMITH ELECTRIC C		105713	10/23/15	923.39
001566	BUSINESS WITH PLEASURE		105714	10/23/15	1,067.88
003304	BUSTICHI/DENE		105715	10/23/15	124.00
001017	C.W.E.A.		105716	10/23/15	110.00
003211	CARNU DDS/OANA		105717	10/23/15	592.70
000773	CENTRAL COAST LANDSCAPE		105718	10/23/15	383.00
001051	COASTAL EVERGREEN CORP		105719	10/23/15	850.00
001860	CONTRERAS/EFRIAM		105720	10/23/15	52.50
003043	CSG CONSULTANTS, INC		105721	10/23/15	2,313.88
003464	DANIELS/JASON		105722	10/23/15	71.00
003373	DAVEY		105723	10/23/15	6,720.00
000318	DEPT OF TRANSPORTATION		105724	10/23/15	1,291.49
001944	DITTO'S EMBROIDERY		105725	10/23/15	2,642.63
001991	FASTENAL		105726	10/23/15	85.53
003253	FIRST ALARM		105727	10/23/15	125.82
000375	FIRST ALARM SECURITY & P		105728	10/23/15	660.00
000051	FISHER SCIENTIFIC		105729	10/23/15	72.21
001042	GOLDEN GATE PETROLEUM		105730	10/23/15	3,797.14
001881	GRAINGER		105731	10/23/15	598.99
000283	HOSE SHOP		105732	10/23/15	530.27
003097	ICMA		105733	10/23/15	400.00
000934	JOHN'S ELECTRIC MOTOR SE		105734	10/23/15	657.99
001903	JONES/KIMARIE		105735	10/23/15	115.00
003292	KIMLEY-HORN & ASSOCIATES		105736	10/23/15	2,477.30
003292	KIMLEY-HORN & ASSOCIATES		105737	10/23/15	5,042.12
003292	KIMLEY-HORN & ASSOCIATES		105738	10/23/15	10,521.08
002032	KT MECHANICAL INC		105739	10/23/15	299.24
001372	KURATOMI DDS/REED K		105740	10/23/15	102.80
003430	LAURIE/JERMEL		105741	10/23/15	149.50
001673	LINCOLN FINANCIAL GROUP		105742	10/23/15	1,081.96
003171	MICHALAK/GENE		105743	10/23/15	110.00
000100	PETTY CASH - R. LIEB		105744	10/23/15	100.00
001857	PHOENIX GROUP		105745	10/23/15	280.20
003204	PHONE SUPPLEMENTS INC.		105746	10/23/15	26.10
000102	PITNEY BOWES		105747	10/23/15	142.33

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				63,699.86

RECORDS PRINTED - 000138

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	18,416.69
002	RECYCLING/ENVIRONMENTAL	3,668.50
004	RECREATION	624.90
008	TRAFFIC IMPACT MITIGATION	1,610.25
009	PARKS & REC FACILITIES	489.26
010	WASTEWATER OPERATIONS	8,067.12
011	TERTIARY TREATMENT PLANT	288.00
025	GENERAL TRUST	20,884.45
028	SENIOR CENTER	120.23
033	TREE REPLACEMENT FUND	6,720.00
035	GREEN BUILDING FUNDING	123.87
050	PINEWOOD EST LNDSCP MAINT DT	413.64
112	DENTAL INS INTERNAL SERV	810.50
123	COMMUNITY FACILITY CENTER	719.27
150	GENERAL CAPITAL IMPROVEMENTS	743.18
TOTAL ALL FUNDS		63,699.86

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	63,699.86
TOTAL ALL BANKS		63,699.86

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
001219	ALHAMBRA	105652	10/19/15	94.76
001219	ALHAMBRA	105653	10/19/15	169.35
001670	AT &T	105654	10/19/15	932.10
000097	AT&T	105655	10/19/15	159.10
002011	B & B SMALL ENGINE	105656	10/19/15	50.27
001551	BEEMER SHOP	105657	10/19/15	454.52
003470	BIOTIC RESOURCES GROUP	105658	10/19/15	1,000.00
003385	BLUE LINE LEARNING GROUP	105659	10/19/15	810.00
000437	BRASS KEY LOCKSMITH	105660	10/19/15	23.31
001566	BUSINESS WITH PLEASURE	105661	10/19/15	19.46
001633	CAL-WEST LIGHTING & SIGN	105662	10/19/15	910.04
000725	CALIFORNIA GREY BEARS, I	105663	10/19/15	303.25
001385	CALIFORNIA PUBLIC EMPLOY	105664	10/19/15	120,364.76
002091	COMCAST	105665	10/19/15	153.15
002091	COMCAST	105666	10/19/15	267.95
000274	DEPT OF CONSERVATION	105667	10/19/15	6,009.76
000054	EWING IRRIGATION PRODUCT	105668	10/19/15	183.44
003154	FLANNERY/MARLENE	105669	10/19/15	50.89
001131	GRUBER DDS/MICHAEL	105670	10/19/15	97.00
001239	HAYASHI DDS/ARTHUR K	105671	10/19/15	370.50
000666	HOUSING AUTHORITY OF SC	105672	10/19/15	538.00
001856	HUB INTERNATIONAL	105673	10/19/15	256.08
003097	ICMA	105674	10/19/15	1,450.00
001903	JONES/KIMARIE	105675	10/19/15	164.20
001992	KOSMONT COMPANIES, INC	105676	10/19/15	706.00
000332	LABOR READY INC	105677	10/19/15	314.58
001375	LEGAN DDS/THOMAS L	105678	10/19/15	1,000.00
003389	LOCKE/CERINA	105679	10/19/15	73.00
000089	OLIVE SPRINGS QUARRY INC	105680	10/19/15	1,183.71
000101	PACIFIC GAS & ELECTRIC C	105681	10/19/15	15.76
002063	PATEL-CROSKREY/DARSHANA	105682	10/19/15	60.14
000723	PIED PIPER INC./THE	105683	10/19/15	55.50
000102	PITNEY BOWES	105684	10/19/15	147.44
003230	REDWOOD TOXICOLOGY LAB	105685	10/19/15	32.00
000784	REED & GRAHAM INC.	105686	10/19/15	625.00
001563	ROBINSON DDS/RICHARD N	105687	10/19/15	89.00
001834	SANTA CRUZ CO HUMAN SERV	105688	10/19/15	513.23
001533	SANTA CRUZ COUNTY BANK	105689	10/19/15	1,968.62
001533	SANTA CRUZ COUNTY BANK	105690	10/19/15	2,688.25
000576	SANTA CRUZ/COUNTY OF	105691	10/19/15	440.00
000129	SCOTTS VALLEY BANNER	105692	10/19/15	110.00
001586	SCOTTS VALLEY CLEANERS	105693	10/19/15	249.00
000916	SECOND HARVEST FOOD BANK	105694	10/19/15	960.00
000682	STAPLES INC.	105695	10/19/15	216.49
001085	SYCAL ENGINEERING INC	105696	10/19/15	10.00
001106	VERIZON WIRELESS	105697	10/19/15	1,022.76
000952	WILSON/JOHN	105698	10/19/15	216.00
002021	ZOOM	105699	10/19/15	538.02
	GENERAL CHECKING ACCOUNT			148,066.39 ***

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				148,066.39

RECORDS PRINTED - 000090

Check Register

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
001	GENERAL	117,108.20
004	RECREATION	7,893.91
005	SMIP	6,009.76
010	WASTEWATER OPERATIONS	11,029.15
019	AFFORDABLE HOUSING	538.00
025	GENERAL TRUST	706.00
028	SENIOR CENTER	1,275.53
112	DENTAL INS INTERNAL SERV	1,629.50
123	COMMUNITY FACILITY CENTER	876.34
150	GENERAL CAPITAL IMPROVEMENTS	1,000.00
TOTAL ALL FUNDS		148,066.39

BANK RECAP:

BANK	NAME	DISBURSEMENTS
BA	GENERAL CHECKING ACCOUNT	148,066.39
TOTAL ALL BANKS		148,066.39

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: November 4, 2015

TO: Honorable Mayor and City Council

FROM: Joel Ricca, City Engineer

APPROVED: Scott Hamby, Public Works Director

SUBJECT: **FINAL MAP FOR MICHAEL TANSEY, MKT INVESTMENTS**

SUMMARY OF ISSUE

On August 5, 2009, City Council approved a subdivision of 5 lots from one existing vacant parcel located on Scotts Valley Drive, Tract #1580, APN 022-861-21. Staff has reviewed the conditions of approval and found that all necessary conditions have been completed prior to filing the map.

FISCAL IMPACT

None. Fees have been collected from the applicant to cover all City costs.

STAFF RECOMMENDATION

1. Approve Resolution No. 1829.6 approving final map 022-861-21.
2. Approve Resolution No. 960.81 approving the Subdivision Agreement and Set Aside Letter.

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RESOLUTION NO. 1829.6

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING THE FINAL MAP FOR TRACT #1580 SCOTTS VALLEY DRIVE, APN 022-861-21

WHEREAS, a final map for MTK Investment Subdivision has been filed with the City Engineer of the City of Scotts Valley; and

WHEREAS, the City Engineer endorses said Map and said Map complies with the provisions of the Government Code Section 66410, et. Seq., and with the provisions of Ordinance No. 64 of the City of Scotts Valley.

NOW, **THEREFORE, BE IT RESOLVED AND ORDERED** as follows:

1. That the City Council of the City of Scotts Valley hereby finds that the proposed subdivision, together with the provisions of its design and improvement, is in conformance with the parcel map conditions.
2. That the final map, Tract #1580 on Scotts Valley Drive is hereby approved subject to the following conditions:

   All conditions are met.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 4th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: ____________________________
Dene Bustichi, Mayor

Attest: ____________________________
Tracy Ferrara, City Clerk

RESOLUTION NO. 960.81

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY AUTHORIZING EXECUTION OF IMPROVEMENT AGREEMENT FOR THE MKT INVESTMENTS SUBDIVISION ON SCOTTS VALLEY DRIVE, APN 022-861-21

WHEREAS, a Subdivision Improvement Agreement has been submitted by MKT Investments, owner of Tract No. 1580, MKT Investments Subdivision, and

WHEREAS, the City Engineer endorses said Map and said Map complies with the provisions of the Government Code Section 66410, et. Seq., and with the provisions of Ordinance No. 64 of the City of Scotts Valley:

NOW, **THEREFORE, BE IT RESOLVED AND ORDERED** as follows:

1. That the City Council of the City of Scotts Valley hereby finds that the proposed subdivision, together with the provisions of its design and improvement, is in conformance with the final map conditions.
2. That the final map on Scotts Valley Drive is hereby approved subject to the following conditions:

   All conditions are met.

The above and foregoing Resolution was duly and regularly adopted by the City Council of the City of Scotts Valley at a regular meeting held on the 4th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: ______________________________
Dene Bustichi, Mayor

Attest: ______________________________
Tracy Ferrara, City Clerk

ORDINANCE NO. 16-ZC-224

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING A PLANNED DEVELOPMENT OVERLAY ZONING DISTRICT (PD14-002) FOR A 19 UNIT PLANNED DEVELOPMENT (THE TERRACE AT SCOTTS VALLEY) LOCATED ON SCOTTS VALLEY DRIVE / APN'S 022-162-69 & 74.

WHEREAS, the Planning Department of the City of Scotts Valley has received the application filed by Chris Perri, Apple Homes Development, for a Planned Development PD14-002, Land Division LD14-001 and Design Review DR14-09 for a 19-dwelling unit townhouse project on two adjoining vacant parcels located on Scotts Valley Drive / APN'S 022-162-69 & 74 (collectively referred to as "Application"); and,

WHEREAS, Apple Homes Development has presented substantial evidence which supports the Application; and

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, a Mitigated Negative Declaration has been prepared pursuant to Section 15162 of the California Environmental Quality Act (CEQA); and

WHEREAS, as mitigated, the project is determined to not have a significant impact on the environment based upon the results of the initial study; and

WHEREAS, the Planning Commission held a public hearing on September 10, 2015, to consider the Application and after consideration of public testimony, the staff report and evidence submitted to support the Application, the Planning Commission recommended approval of the Application to the City Council; and

WHEREAS, a public hearing on the proposed project was held by the City Council on October 21, 2015, and such hearing was noticed pursuant to the requirements of the Scotts Valley Municipal Code and State Law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley as follows:

SECTION 1: The City Council of the City of Scotts Valley does hereby make the following findings, as further clarified in the staff report dated October 21, 2015:

1. *The proposed Planned Development zoning is consistent with the underlying zoning designation, the City of Scotts Valley General Plan.* The proposed project is consistent with the "Multi-family Residential" land use designation of the property prescribed in the General Plan. The project is consistent with the purpose and intent of the "R-M-6" zoning district.

NOW THEREFORE, BE IT FURTHER RESOLVED that, 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 approves the Planned Development Overlay Zoning (PD14-002) for the Terrace at Scotts Valley townhouse project located on Scotts Valley Drive (APN'S 022-162-69 & 74), pursuant to the Overlay Zoning Map (Exhibit A) which is incorporated herein by this reference.

This ordinance was introduced on the 21st day of October, 2015, and was passed and adopted by the City Council of the City of Scotts Valley on the 4th day of November, 2015, by the following votes:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED: ____________________________
Dene Bustichi, Mayor

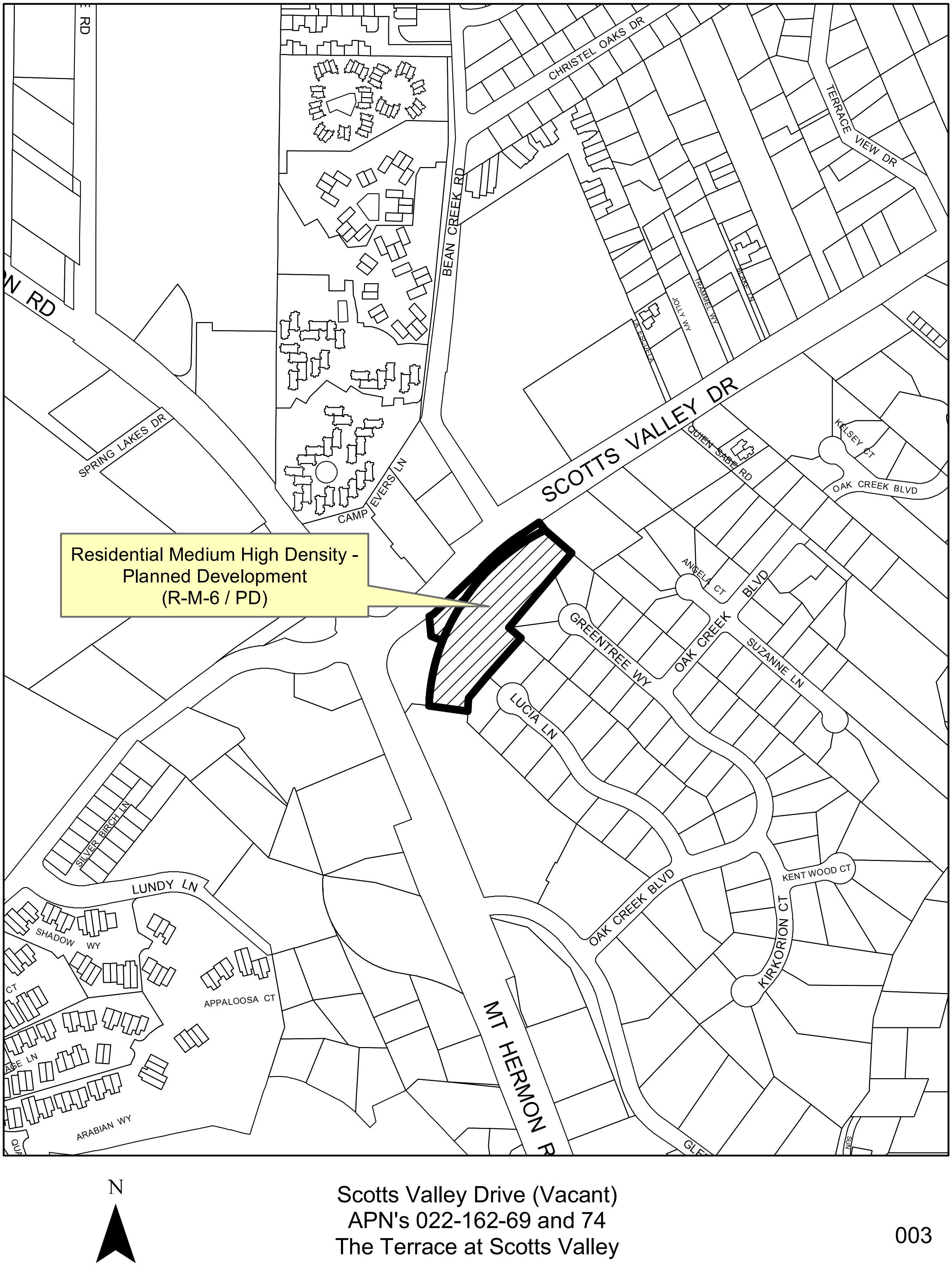
ATTEST:

____
Tracy A. Ferrara, City Clerk

APPROVED AS TO FORM:

____
Kirsten Powell, City Attorney

Planned Development Map
City Council Ordinance No. 16-ZC-224



Scotts Valley Drive (Vacant)
APN's 022-162-69 and 74
The Terrace at Scotts Valley

Agenda No. E
Date: 11-4-2015

City of Scotts Valley
INTEROFFICE MEMORANDUM

DATE: November 4, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Cancellation of January 6, 2016 Regular Meeting**

SUMMARY OF ISSUE

Key staff members will be on holiday and other time off during the period of December 21, 2015, through January 1, 2016. The January 6, 2016, City Council agenda would be drafted, reviewed, and prepared during this time. Council has typically cancelled this first meeting in January for that reason. If Council were to decide to cancel the January 6, 2016, meeting, the next regularly scheduled meeting would be held on January 20, 2016.

There are currently no critical items or public hearings that would need to be heard at the January 6 meeting.

FISCAL IMPACT

None.

STAFF RECOMMENDATION

By approval of the consent agenda City Council approves the cancellation of the January 6, 2016 regular meeting.

Agenda Item F
Date: 11-4-2015

City of Scotts Valley
INTEROFFICE MEMORANDUM

DATE: November 4, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Consideration of City Hall Office Closure During Holidays**

SUMMARY OF ISSUE

The two weeks around Christmas and New Year's Day have traditionally been a very slow time for the City. Due to the holidays, City Hall would be open Monday, Tuesday and Wednesday before Christmas and New Year's. If Council is so inclined, all of the employees at City Hall (except Police) have agreed to take these six days off using their accrued leave thus closing these offices during that week.

If the closure were to occur, it would only relate to the administrative offices at City Hall and Recreation administration. The Public Works administration and maintenance, the Wastewater Treatment Plant, and the Recreation school-age winter camp would be staffed. Police would maintain their regular staffing.

As in the past, building inspection services, if needed, will be arranged during this time as well. Staff will make contact with the various projects that are currently under construction at that time to ensure that all necessary inspections are scheduled.

FISCAL IMPACT

Minor savings would be generated from lower heating and other operating costs. Accrued leave balances would be reduced by six days for all participating employees.

STAFF RECOMMENDATION

Staff recommends that the City Hall and Recreation administrative offices close for the weeks of December 21 and 28.

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: November 4, 2015

TO: Honorable Mayor and City Council

FROM: Kristin Ard, Recreation Division Manager

SUBJECT: **VINEYARD CHURCH SITE RENTAL AGREEMENT**

SUMMARY OF ISSUE

The Vineyard Church, an established local church currently located in the Nob Hill shopping center, has requested to enter into a three year lease agreement with the City of Scotts Valley for the Community Center. The Church would have exclusive use of the East Wing side and would also be responsible for maintaining it. In addition, Vineyard Church would use the Community Center main hall all day on Sundays along with two hours a week allotted for study groups etc. The City would continue to maintain the main hall as there are many other groups which use it.

The lease would begin on November 1, 2015 and be up for renewal on November 1, 2018. The proposed monthly rental agreement is $6571.00. The church has the option to rent additional times in the Community Center with two weeks notice at the non-profit rate of $62.00/hour. For the months of November and December, rent will be prorated as the church will not have exclusive use of the East Wing until the Scotts Valley Chamber of Commerce has relocated. The lease is attached for review.

FISCAL IMPACT

Minimum $78,852.00 revenue annually.

STAFF RECOMMENDATION

Approve site rental agreement between City of Scotts Valley and Vineyard Church, and authorize the City Manager to execute the 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 the VINEYARD CHURCH, hereinafter referred to as "Tenant."

RECITALS

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

2. Tenant desires to use a portion of the Site for its church subject to the terms of this Agreement.

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 the Site as follows:

- Exclusive use of the East Wing side.
- This Site on Sundays from 7:00 a.m. to 10:00 p.m.
- The Site on Halloween and Christmas Eve from 7:00 a.m. to 10:00 p.m.
- Use of the Site for 2 hours per week charged at non-profit rate.
- If the Site is available, Tenant may rent the Site at the non-profit rate no earlier than 2 weeks before the event/use.

B. USE OF PREMISES:

1. Permitted Uses. Landlord hereby grants permission to Tenant to occupy the Premises for church services, church offices, church programs, storage and occasional meetings. Tenant shall not provide services or run any programs overnight at the Site; however, Tenant shall be permitted to have overnight events which last only one night with the prior written consent of the Recreation Division Manager which may be withheld in the sole discretion of the Recreation Division Manager.

2. Site Facilities. Tenant has the right to use the chairs and tables on the Site provided the chairs and tables are returned to their storage location after each use. Tenant has the right to use the 2 storage sheds on the Site and the locking storage in the kitchen. With the exception of the tables and chairs provided, equipment necessary for Tenant's operations shall be installed, constructed, operated and maintained by Tenant at Tenant's sole cost and expense, following Tenant's obtaining all appropriate permits to install, construct and commence operations of Tenant from any public agency having jurisdiction over the issuance of permits related to Tenant's operations.

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.

4. **Landlord's Use of the Site.** Landlord shall be entitled to use the Site in the event of an emergency during which time the Site is used as a shelter. In addition, Tenant will work with Landlord to accommodate the needs of Landlord to use the Site.

C. **TERM:** The Term ("Term") of this Agreement shall be for three (3) years, and shall commence on November 1, 2015, and shall terminate on October 31, 2018, unless sooner terminated as provided herein.

D. **RENT:** Tenant agrees to pay Landlord, as Rent for the Site as outlined in Section A above, Six Thousand Five Hundred Seventy One Dollars ($6571.00) per month. Such payment shall be made on the first of each and every calendar month during the Term to the party and at the address designated in Section G. Upon execution of this Agreement, Tenant shall pay Landlord the first month and the last month of rent.

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:

VINEYARD CHURCH
360 Kings Village Rd.
Scotts Valley, CA 95066

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:** Throughout the Term, or any Extended Term, Tenant shall, at its sole expense, keep and maintain the Premises in good order, condition and repair. Tenant shall not do anything to cause any damage to the Site. Landlord shall provide janitorial services to the Premises as part of Landlord’s regular maintenance of the Community Center. Landlord shall provide daily janitorial service and supplies to the restrooms in the Premises.

K. **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.

L. <u>LANDLORD'S REMEDIES</u>:

1. <u>Termination for Breach</u>. 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. <u>Re-entry</u>. 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. <u>Re-letting</u>. 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.

M. **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.

N. **TAXES:** Tenant shall pay taxes imposed on the Premises which are attributable to Tenant's equipment and such tax is paid by Landlord. Tenant shall reimburse Landlord for the amount of any such tax payment within sixty (60) days of receipt of sufficient documentation indicating the amount paid.

P. **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.

O. **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.

P. **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.

Q. **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.

R. **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.

S. **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 there under 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.

T. **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.

U. **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 November 4, 2015.

LANDLORD: **CITY OF SCOTTS VALLEY**	**TENANT** **VINEYARD CHURCH**
By:______________________________ Stephen H. Ando City Manager	By:______________________________ Its:______________________________

Agenda No. H
Date: 11-4-15

Scotts Valley City Council
CITY COUNCIL STAFF REPORT

DATE: November 4, 2015

TO: Mayor Bustichi and City Council Members

FROM: Kirsten Powell, City Attorney

SUBJECT: **APPROVAL OF AT WILL EMPLOYMENT AGREEMENT FOR SPECIFIED INTERIM CITY MANAGER SERVICES**

SUMMARY OF ISSUE

On November 11, 2015, City Manager Steve Ando will be going on medical leave. Due to the current work load at City Hall, during the time Mr. Ando is on medical leave, the City needs additional managerial help to ensure smooth operations. Former City Manager Chuck Comstock has agreed to assist the City by providing City Manager services on a temporary and non-permanent basis during the time that Mr. Ando is out of the office. Mr. Comstock served as the City's City Manager from 1991 until his retirement in 2008 and possesses the special skills necessary to perform the duties of City Manager.

As a CalPERS retiree, Mr. Comstock is limited in the amount of hours he can work and the amount he can be paid. Mr. Comstock is only allowed to work 960 hours per fiscal year. Pursuant to this agreement, he will work a maximum of 40 hours per week. The term of the agreement will expire on December 23, 2015. He will not exceed the maximum hours during that time. Pursuant to Government Code Sections 7522.56 and 21221(h), Mr. Comstock's compensation cannot exceed the maximum monthly salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate. The hourly rate of this agreement is consistent with that requirement. Mr. Comstock will not receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate.

FISCAL IMPACT

Mr. Comstock will be paid $110.00 per hour for each hour worked under the contract. He will work no more than 216 hours, for a maximum contract price of $23,760.00. It is anticipated he will work less than 216 hours.

STAFF RECOMMENDATION

Approve the At Will Employment Agreement for Specified Interim City Manager Services with Chuck Comstock.

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AT WILL EMPLOYMENT AGREEMENT FOR SPECIFIED INTERIM CITY MANAGER SERVICES

This Employment Agreement (this "Agreement") is made and entered into this 4th day of November, 2015, by and between the City of Scotts Valley, a municipal corporation ("City"), and Charles Comstock, an individual ("Employee").

RECITALS

WHEREAS, City's current City Manager will be on medical leave beginning on November 11, 2015;

WHEREAS, therefore, during the time the City's current City Manager is on medical leave, the City desires to appoint Employee to perform specified interim city manager services on a temporary and non-permanent basis pursuant to this Agreement;

WHEREAS, the parties have determined that Employee possesses the special skills necessary to perform satisfactorily pursuant to this Agreement;

WHEREAS, Employee certifies he has been retired for more than 180 days preceding the effective date of this Agreement;

WHEREAS, Employee certifies he has not received any unemployment insurance compensation arising out of public employment for the 12-month period prior preceding the effective date of this Agreement;

WHEREAS, accordingly, City shall compensate Employee pursuant to Government Code Sections 7522.56 and 21221(h) for her performance related to this Agreement; and

WHEREAS, all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement; and

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Employee agree as follows:

1. DUTIES

1.1. Employee shall perform the duties, obligations, roles and responsibilities identified in Chapter 2.04 of the Scotts Valley Municipal Code, by reference, and under the direction and control of the City Council. The parties recognize that Employee's work will be performed at City Hall as well as outside the office as appropriate to perform the required duties. Employee shall have access to a City car while performing City business.

1.2. Employee agrees that all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement.

1.3. Employee agrees that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with his performance pursuant to this Agreement. Employee further covenants that in the performance of this Agreement he shall be subject to 8100 e*t seq.* and the City's Conflict of Interest Code.

2. TERM OF EMPLOYMENT

2.1. The term of this Agreement begins November 9, 2015 for a limited duration and will end on December 23, 2015, unless otherwise terminated pursuant to Section 2.2 of this Agreement. The parties acknowledge that Employee will be unavailable November 23, 2015 through November 27, 2015.

2.2. The Agreement may be terminated immediately upon notice. Employee acknowledges and agrees that he shall serve at the pleasure of City Council on an “At Will” basis without due process.

3. COMPENSATION

3.1. City agrees to compensate Employee in the amount of $110.00 per hour, not to exceed an average of 40 hours per week, for services actually rendered pursuant to this Agreement as total compensation, payable in installments at the same time and manner as other employees of the City. Employee acknowledges and agrees that he shall have no rights to any other benefits, including vacation, retirement, or otherwise which accrue to other employees of the City, and hereby expressly waives any claim to any such rights. Employee shall be limited to working no more than 960 hours per fiscal year for all employers.

3.2. Employee agrees to provide services to the City required pursuant to this Agreement as an Employee of City. Accordingly, therefore, City and Employee agree that City shall indemnify Employee as if he were a regular employee pursuant to the provisions of Title 1, Division 3.6 of the Government Code. Employee’s compensation shall be subject to all required deductions and withholdings as any other employee of City, provided however, that no deductions or withholdings shall be made for the purpose of contribution to any employment benefits regularly provided to City employees.

4. OTHER TERMS AND CONDITIONS OF APPOINTMENT

4.1. City, in consultation with Employee, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of employment provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code or any other applicable law.

5. NOTICES

Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal service, postage prepaid, addressed as follows:

CITY:
Attn: Mayor Dene Bustichi
City of Scotts Valley
1 Civic Center Drive
Scotts Valley, CA 95066

EMPLOYEE:
Charles Comstock
215 El Camino Road
Scotts Valley, CA 95066

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United State Postal Service.

6.0 GENERAL PROVISIONS

6.1. The text herein shall constitute the entire agreement between the parties.

6.2. Employee shall not assign any interest in this Agreement, and shall not transfer any interest in the same without prior written consent of City.

6.3. Employee agrees that all documents and writings of any type produced in the performance of this Agreement and delivered to the City or staff shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, all such documents and writings produced in the performance of this Agreement shall be transferred to and become the property of City upon its request without additional compensation.

6.4. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

6.5. This Agreement shall be governed by the laws of the State of California and any litigation brought pursuant to it shall be in Santa Cruz County. Employee expressly waives any right he might otherwise have as provided in Code of Civil Procedure Section 394 to remove any action from Santa Cruz County.

6.6. The Agreement constitutes the entire Agreement between City and Employee and supersedes and replaces all prior or contemporaneous agreements, understandings or commitments between City and Employee. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both City and Employee.

6.7. The Agreement may be signed in counterpart or duplicate copies and any signed counterpart of duplicate copy shall be equivalent to a signed original for all purposes.

6.8. The Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by City and Employee.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed by the Mayor on behalf of City, and Employee has signed and executed this Agreement the day and year first written.

CITY: City of Scotts Valley	EMPLOYEE: Charles Comstock
____________________________ By: Dene Bustichi, Mayor	____________________________ Charles Comstock
ATTEST:	APPROVED AS TO FORM:
____________________________ Tracy A. Ferrara, City Clerk	____________________________ Kirsten M. Powell, City Attorney

City of Scotts Valley
INTEROFFICE MEMORANDUM

DATE: November 4, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Consideration of purchase agreement for sale of properties on Erba Lane, APN # 022-481-18 and a portion of 022-481-19**

SUMMARY OF ISSUE

At your October 21 meeting, Council considered the sale of properties on Erba Lane. The Purchase Agreement was approved subject to adding language to give the City the first right of refusal to purchase the property back if the developer does not build his project. Staff came up with two alternatives for Council's consideration. The price for the City to purchase the property back would be either:

> the purchase price as provided in the Purchase Agreement less the amount owed on the Note
>
> or
>
> the fair market value of the Property less the amount owed on the Note.

If the fair market value option is selected, the developer would provide the City with a list of three MAI appraisers with at least five years of experience and have experience appraising affordable rental housing in the region from which to choose.

The developer is in agreement with the fair market value option. The full wording of both options is attached to this report.

FISCAL IMPACT

The sales proceeds from the affordable housing property being sold to the developer would go into the fund restricted for affordable housing purposes. If the property were to be purchased back from the developer, the funds would come from this same fund. The sales proceeds from the General Fund property would go into the General Fund. If the property were to be purchased back from the developer, the funds would come from the General Fund.

STAFF RECOMMENDATION

That Council consider the two options for wording and provide direction to staff.

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RIGHT OF FIRST REFUSAL WORDING OPTIONS

1. **Grant of Right of First Refusal.** Purchaser grants to Seller the right of first refusal (the “Right of First Refusal”) to purchase the Property until such time as Purchaser has paid off the Note. Prior to a) soliciting any offer for sale of the Property; or b) accepting any offer to purchase the Property, Purchaser shall notify Seller of such interest to sell or offer and deliver to Seller a copy thereof. Seller may exercise the Refusal Right by delivery to Purchaser of written notice of exercise within thirty (30) days after Purchaser has received Purchaser’s notice of an intent to sell. In the event Seller does not exercise the Right Of First Refusal, Purchaser may sell the Project. The purchase price for the Property (the “Purchase Price”) shall be the purchase price as provided in the Purchase Agreement less the amount owed on the Note.

2. **Grant of Right of First Refusal.** Purchaser grants to Seller the right of first refusal (the “Right of First Refusal”) to purchase the Property until such time as Purchaser has paid off the Note. Prior to a) soliciting any offer for sale of the Property; or b) accepting any offer to purchase the Property, Purchaser shall notify Seller of such interest to sell or offer and deliver to Seller a copy thereof. Seller may exercise the Refusal Right by delivery to Purchaser of written notice of exercise within thirty (30) days after Purchaser has received Purchaser’s notice of an intent to sell. In the event Seller does not exercise the Right Of First Refusal, Purchaser may sell the Project. The purchase price for the Property (the “Purchase Price”) shall be the fair market value of the Property less the amount owed on the Note. The fair market value of the Property shall be determined as follows. Purchaser shall provide Seller with a list of no fewer than three acceptable appraisers for Seller’s approval. Seller may reject any appraiser for reasonable cause. If any appraiser(s) are rejected with cause, then Purchaser will provide alternative appraiser(s) of an equal number. In the event Seller fails to select an appraiser with 15 days of receiving the list of appraisers, Purchaser may select appraiser. Purchaser shall pay the cost of the appraiser. Any appraiser selected pursuant to this section shall be an MAI appraiser with at least five years of experience and have experience appraising affordable rental housing in the region.

Agenda Item 2
Date: November 4, 2015

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: November 4, 2015

TO: Honorable Mayor and City Council

FROM: Scott Hamby, Public Works Director

SUBJECT: **APPROVAL OF THE CITY OF SCOTTS VALLEY BECOMING A PARTNER AGENCY IN THE REGIONAL WATER MANAGEMENT GROUP (RWMG) FOR THE PURPOSES OF BEING INCLUDED IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN AND BENEFITTING FROM RWMG PROJECTS AND INITIATIVES**

SUMMARY OF ISSUE

The Santa Cruz Regional Water Management Group (RWMG), consisting of nine local agencies, has developed an Integrated Regional Water Management Plan (IRWMP) to protect, enhance, develop and maintain water resources throughout the region. These collaborative efforts focus on adequate water supply maintenance, watershed protection and flood and stormwater management. The plan also identifies ways to conserve water and use both water and water related energy efficiently.

With the adoption of Proposition 1 last November, over $43 million in funding for water related grants will become available. In order for the City of Scotts Valley to apply for these funds, the City's projects must be included in the IRWMP.

Joining RWMG will ensure our inclusion in the planning efforts and grant process that are coordinated by the Regional Water Management Foundation, a subsidiary of the Community Foundation of Santa Cruz County, who supports the plan implementation under the guidance of a steering committee made up of four representatives of local agencies. The IRWMP is updated every 5-10 years and was last revised in 2014. The project list is updated more frequently as new projects and funding sources are identified. In order to place City projects in this plan for possible funding from Prop 1, the City must first approve the 2014 plan. A draft resolution has been prepared for this approval. It is currently anticipated the first release of Prop 1 money will be earmarked for water conservation and drinking water supply projects, but that subsequent funding releases will be for other water related projects.

The Scotts Valley Water District was recently awarded a grant (Prop 84) for a Low Impact Development retrofit project at the SV Transit Center that will cover 100% of the project costs up to $1,000,000.

Other potential grant funded projects specifically benefitting Scotts Valley include implementing advanced treatment methods at the City's recycled water treatment facility to meet requirements for groundwater recharge, wastewater treatment and disposal projects, stormwater system improvement projects that incorporate percolation detention systems and Low Impact Development projects along City sidewalks and at parks.

FISCAL IMPACT

$5,000 annually. The funds offset the costs of the Regional Water Management Foundation to coordinate and administer the plan. There is a $5,000 fee for small agencies such as Scotts Valley. Larger agencies, like the County and City of Santa Cruz pay $10,000. The payment will be due in FY 2015/16 and will be included in the wastewater budget fund 10.

STAFF RECOMMENDATION

1. That Council approve the City of Scotts Valley becoming a partner agency in the Santa Cruz Regional Water Management Group and authorize the City Manager to sign the Memorandum of Agreement for the Santa Cruz Integrated Regional Water Management Plan.

2. Adopt Resolution No. 1912 approving the 2014 Santa Cruz Integrated Regional Water Management Plan Update.

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MEMORANDUM of AGREEMENT FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT PLAN

1. PURPOSE

The purpose of this interagency cooperative memorandum of agreement (MOA) is to reaffirm the mutual agreements of the participating organizations with respect to their joint efforts in developing, implementing, and updating an Integrated Regional Water Management Plan (IRWMP) that will increase coordination, collaboration and communication in addressing the region's water resources issues. The signatories hereby join together for a common and specific purpose to develop and implement the Santa Cruz IRWMP. This MOA updates and continues the efforts initiated under the previous MOA for implementation of the Northern Santa Cruz County IRWMP, dated June 1, 2006.

2. GOALS

The goals of the Santa Cruz IRWMP are to:

2.1 Develop and maintain an adequate, reliable, secure, and sustainable water supply that promotes regional water self-sufficiency and maintains ecosystem values.

2.2 Protect and improve surface and groundwater quality.

2.3 Practice resource stewardship to protect, enhance, and maintain watersheds, environmental resources, biodiversity and ecosystem services.

2.4 Promote flood and stormwater management to protect public health and safety, property, water quality, and hydrologic function.

2.5 Identify and implement integrated water management strategies adaptable to a changing climate. Promote water and water-related energy conservation and efficiency strategies.

2.6 Promote coordinated and collaborative planning and management of water and water-related resources. Provide a framework for identifying and implementing equitable policies and projects to achieve the region's near-term priorities and long-term sustainability.

3. DEFINITIONS

3.1. **Integrated Regional Water Management Plan (IRWMP).** The California Water Code defines IRWMP as "a comprehensive plan for a defined geographic area, the specific development, content, and adoption of which shall satisfy requirements developed pursuant to this part. At a minimum, an Integrated Regional Water Management Plan describes the major water-related objectives and conflicts within a region, considers a broad variety of resource management strategies, identifies the appropriate mix of water demand and supply management alternatives, water quality protection, and environmental stewardship actions to provide long-term, reliable, and high-quality water supply and protect the environment, and identifies disadvantaged communities in the region and takes the water-related needs of those communities into consideration." (CWC §10530 *et seq.*)

3.2. **Santa Cruz Region** also known as the IRWM Region. Regions are self-forming and organizing. Regions are to be geographically contiguous and determined with regard to shared water management issues, stakeholders, and water-related conflicts. In March 2009, the California Department of Water Resources' (DWR) established a Region Acceptance Process to evaluate and approve an IRWM region. Approval of an IRWM region by DWR is required before a region can submit an application for IRWM grant funds. In September 2009, DWR formally approved the Santa Cruz IRWM region. The Santa Cruz region encompasses all of the watersheds of Santa Cruz County, excluding the Pajaro watershed, but including the Watsonville Sloughs watershed. The Pajaro watershed is within the adjacent Pajaro IRWM region.

3.3. **Regional Water Management Group (RWMG).** State guidelines define the RWMG as a group of three or more agencies, at least two of which have a statutory authority over water supply or water management, as well as those persons who may be necessary for the development and implementation of an IRWM Plan, pursuant to the requirements in CWC §10540 and §10541. The RWMG for the Santa Cruz Region consists of the Partner Agencies.

3.4 **Participants.** The Santa Cruz IRWM region categorizes participants as follows:

> ***Partner Agency***. Public agencies with elected or publicly appointed governing boards that receive taxpayer support either through taxes, user charges, or fees; and have the authority, obligation, and responsibility to carry out water resources management on a long-term basis.
>
> ***Implementation Affiliate.*** Agencies and organizations that play an active role in the IRWMP development or that have a direct role in IRWM project implementation.
>
> ***Stakeholder.*** Entities that do not necessarily have a direct role in IRWM project implementation but facilitate those efforts or have an interest in the IRWMP.

3.5 **Partner Agency Steering Committee** also known as Steering Committee. The Santa Cruz IRWM region utilizes a Steering Committee comprised of three regional water managers to oversee planning and implementation efforts, outreach, and pursuing funding opportunities. The Steering Committee is appointed by the larger representative group of Partner Agencies and currently consists of the County of Santa Cruz Water Resources Division Director, the Executive Director of the Resource Conservation District of Santa Cruz County, and the General Manager of Soquel Creek Water District. These individuals shall continue to serve as the Steering Committee unless a majority vote of the Partner Agencies (based on one vote per agency) replaces all or some of the Steering Committee members or a replacement is necessary due to an individual's resignation. The Steering Committee meets on a regular basis to discuss IRWMP administration and coordinate efforts as needed. The Steering Committee shall provide information and consult with the other Partner Agencies as needed. All Steering Committee decisions with material financial implications shall be ratified by the Partner Agencies.

3.6. **Regional Water Management Foundation (RWMF).** The RWMF was established in 2007 to provide an organizational structure to support the implementation of the Santa Cruz IRWMP. The RWMF is a subsidiary of the Community Foundation Santa Cruz County (CFSCC). The RWMF is a separate 501(c)(3) tax-exempt nonprofit organization. It has its own Board of Directors and staff, with an office located at the CFSCC. The seven member Board, includes four directors appointed by the Community Foundation and three Public Agency directors; currently, the Public Agency director seats are filled by the Steering Committee members. The primary objectives of the RWMF are to (1) protect communities in Santa Cruz County from water shortages and floods; (2) protect and improve water quality and the natural environment in Santa Cruz County; and, (3) improve water supply reliability in Santa Cruz County. The RWMF is the grantee of a Proposition 50 Round 1 IRWM Implementation grant, awarded to the Santa Cruz IRWM region in 2007. The RWMF provides management and administration for implementation of this grant. The RWMF provides a central hub and technical expertise for consolidation of items for review, reporting, invoicing, and inter-agency coordination, as well as an interface between the implementation partners and the State Water Resources Control Board. The RWMF has also served as the applicant on behalf of partner agencies for several other grant applications and may provide supporting role for IRWMP implementation, not limited to but including serving as grant applicant.

3.7 **IRWM Projects.** The California Water Code (§10537) establishes that IRWM projects and programs are those that accomplish any of the following objectives;

a) Reduce water demand through agricultural and urban water use efficiency.

b) Increase water supplies for any beneficial use through the use of any of the following, or other, means:

1. Groundwater storage and conjunctive water management
2. Desalination
3. Precipitation enhancement
4. Water recycling
5. Regional and local surface storage
6. Water-use efficiency
7. Stormwater management

c) Improve operational efficiency and water supply reliability, including conveyance facilities, system reoperation, and water transfers.

d) Improve water quality, including drinking water treatment and distribution, groundwater and aquifer remediation, matching water quality to water use, wastewater treatment, water pollution prevention, and management of urban and agricultural runoff.

e) Improve resource stewardship, including agricultural lands stewardship, ecosystem restoration, flood plain management, recharge area protection, urban land use management, groundwater management, water-dependent recreation, fishery restoration, including fish passage improvement, and watershed management.

f) Improve flood management through structural and non-structural means, or by any other means.

Additionally, to be included in the Santa Cruz IRWMP, a project must meet the following five criteria:

1. The project is sponsored by a public agency that has water resources management as a key mission (a Partner Agency);
2. The project has a reasonable method identified for evaluating project effectiveness;
3. The project is technically feasible and viable;
4. The project is consistent with applicable existing laws and land-use regulations; and,
5. The project proponent and/or sponsor is able to meet any required funding match commitment.

4. SUMMARY OF SANTA CRUZ IRWM EFFORTS TO DATE

- In 2005, a Preliminary IRWMP was developed and a Proposition 50 IRWM grant proposal submitted to the Department of Water Resources and the State Water Resources Control Board, with the Community Foundation of Santa Cruz County (CFSCC) serving as applicant at the behest of the Partner Agencies.

- On June 1, 2006, the Partner Agencies entered into a Memorandum of Agreement (MOA) to establish an institutional framework to implement the IRWMP under the context of a single, regional grant agreement. The MOA describes the Partner Agencies' and CFSCC's responsibilities to fulfill the terms of the Prop 50 IRWM Implementation grant agreement. The term of the MOA expires December 31, 2010. Signatories to the 2006 MOA include:
    - Soquel Creek Water District
    - Scotts Valley Water District
    - County of Santa Cruz
    - Resource Conservation District of Santa Cruz County
    - Santa Cruz County Sanitation District
    - Davenport County Sanitation District
    - City of Santa Cruz
    - City of Watsonville
    - Watsonville Wetlands Watch
    - Community Foundation of Santa Cruz County

- In 2007, the SWRCB awarded a $12.5 million grant to the CFSCC to fund the implementation of high priority IRMW projects in the region. In 2007, the CFSCC created a subsidiary organization, the RWMF, to support the IRWMP efforts and the Prop 50 administrative duties.

- In March 2008, the RWMF and the SWRCB executed the Prop 50 grant which established the term of the Grant Agreement effective as of July 1, 2007 with all work to be completed by March 31, 2011 and all funds requested prior to May 1, 2011. The RWMF entered into agreements with sub-grantee partner agencies for their respective components of the grant. It is anticipated that the grant agreement will be amended to extend the completion date by at minimum one year to accommodate current project completion dates.

- In June 2010, as part of the Santa Cruz IRWM Plan Update efforts the Region conducted an open solicitation for partners, affiliates, and stakeholders to submit planning and implementation projects for inclusion in the IRWMP.

5. PROPOSITION 50 IRWM IMPLEMENTATION GRANT

The June 2006 MOA and the March 2008 Prop 50 Partner Agency (sub-grantee) agreements define the responsibilities to fulfill the terms of the Prop 50 IRWM Grant agreement:

5.1 Under the terms of this MOA, the RWMF will continue to act as the grantee for the Prop 50 IRWM Implementation Grant and, in this capacity, continue to receive monies from the state, disburse funds to the participating Partner Agencies, and track local match contributions, in accordance with the terms of the SWRCB Grant Agreement and other agreements and procedures developed between the Partner Agencies and RWMF. The RWMF is authorized to enter into amendments of the grant agreement with the SWRCB, for the benefit of the partner agencies. The Partner Agencies will continue to complete approved projects on a reimbursable basis. The RWMF will submit monthly invoices to the state for reimbursement and, upon payment, will grant the funds back to the Partner Agencies.

5.2 The RWMF will continue, as grantee, to manage the integration and coordination of the Prop 50 Implementation Grant and provide day to day contract administration. The RWMF will act as the central "hub" for the grant, ensuring that all grant requirements are met, including reporting.

5.3 Partner Agencies will continue to use a designated project manager/point of contact for each project receiving funding from the grant. Project managers are responsible for executing the projects according to the schedule, budget and conditions identified in the grant agreement and coordinating with the RWMF IRWM Project Manager as needed.

5.4 Partner Agencies will provide project updates and invoices to the RWMF and the IRWMP Project Manager in a timely manner. At a minimum, it is anticipated that there will be monthly progress reports and monthly invoices to the State for reimbursement for the life of the grant, which is currently anticipated to be from March 1, 2008 through May 1, 2012. Deliverables and measurements of success will be tracked via Project Assessment and Evaluation Plans for each individual project. Partner Agencies agree to keep records according to the terms of the grant agreement, and each agency's Project Manager will be responsible for timely submittal of all reporting requirements.

5.5 The signatories to this MOA recognize that the projects funded by the IRWMP grant are integrated and inter-related; therefore, the success of the whole rests on the successful implementation of each individual project.

6. FUTURE IRWM COLLABORATION AND NEW PARTNERSHIPS

As the IRWMP is expanded, and future collaborations develop, new agencies may join this partnership. The Steering Committee will serve a lead role in identifying and cultivating new partnerships. The Partner Agencies are committed to:

6.1 Establish and foster relationships with regional, state, and local governments, individuals, and other interested organizations to develop and implement management practices to preserve and protect Santa Cruz County water resources.

a. Undertake cooperative research and resource management initiatives that are regional in scope and disseminate information resulting from these activities.

b. Produce and share relevant informational materials among the Partner Agencies.

c. Recommend to the respective governing boards actions necessary to successfully develop and implement the IRWMP.

6.2 All parties to this agreement wish to join in a common effort to develop and implement an IRWMP which shall include, but not be limited to establishing water quality, water supply, watershed stewardship, and stormwater and flood management objectives for the Santa Cruz IRWM Region.

6.3 As with IRWM efforts to date, the Partner Agencies will contribute the personnel and financial resources necessary to develop and implement the IRWMP proportional to their potential benefit.

6.4 As new partners elect to participate, they shall approve and execute this Memorandum of Agreement which establishes the understanding among participating agencies with regard to the purposes, development, and implementation of the Santa Cruz IRWMP.

6.5 In the event of future IRWM-related grant awards, sub-grantee agreements are anticipated to be developed that establish the specific roles and responsibilities of the grantee and sub-grantee based upon the terms and conditions of the grant award.

7. IRWMP AMENDMENTS, IRWMP FORMAL UPDATES, AND IRWMP PROJECT LIST UPDATES

The Santa Cruz IRWMP is intended to be a dynamic document that changes over time in response to changing conditions and priorities in order to remain current in identifying strategies to address the region's water resource needs. The updates also serve to keep the document up to date with the State's IRWM Plan Standards. These updates include interim updates for minor changes, formal updates for significant modifications, and updates to the IRWMP Project List.

7.1 Interim Amendments. Interim or minor amendments to the IRWMP may include informal changes that reflect minor process or organizational changes that occur relatively frequently and do not necessitate a decision by the governing bodies of the Partner Agencies. The IRWM Steering Committee will provide guidance and coordination of amendments. A Partner Agency may present an amendment for consideration to the Steering Committee. The Partner Agencies will be informed of and provided opportunity for input on proposed interim amendments. The Steering Committee will ratify amendments by consensus. Interim amendments will be incorporated into the IRWMP during the next formal update.

7.2 Formal updates. Formal updates will reflect any significant changes to IRWMP including processes, organizational structure and governance, water management conditions, or goals and objectives, An IRWMP update is a time and resource intensive undertaking. DWR encourages IRWM regions to formally review, revise, and adopt the IRWMP no less frequently than every five years. The Santa Cruz IRWM region will strive to adhere to this recommended update frequency. The IRWM Steering Committee will provide a leadership role in guiding and coordinating the formal IRWMP updates to ensure an inclusive and transparent decision-making process. Formal updates will include outreach efforts to partners, affiliates, and stakeholders, including disadvantaged communities, to ensure that interested entities have the opportunity to comment and participate in the IRWMP development and implementation. Following completion of the IRWMP update, it is expected that it will be approved and adopted by all participating partner agencies in accordance with section 8.4 of this MOA.

7.3 Project list updates. The IRWMP includes a list of projects submitted by proponents, such as partner agencies or stakeholder organizations, which were evaluated and included based upon each project's anticipated contribution towards meeting the goals and objectives of the IRWMP. To ensure that the IRWMP is not a static document, but rather continues to be useful and reflects current priorities, the list of projects will be periodically updated as projects are completed and as new priorities arise. The Steering Committee is tasked with coordinating updates. The Steering Committee will conduct a review of the Project List no less frequently than every five years, and as needed, initiate and coordinate a publicly announced solicitation for projects. Projects may also be submitted for addition to the list during interim periods. Projects submitted will be vetted for eligibility by the Steering Committee; eligible projects will be added to the list of IRWMP Projects and incorporated into future IRWMP updates.

8. MUTUAL UNDERSTANDINGS

8.1 **Purpose of the MOA.** This MOA pertains to the joint efforts of the participating agencies in developing, implementing, and updating an IRWMP that will increase coordination, collaboration and communication in addressing the region's water resources issues. This MOA updates and continues the efforts initiated under the previous MOA for implementation of the Northern Santa Cruz County IRWMP, dated June 1, 2006.

8.2 **Subject matter scope of the IRWMP.** The IRWMP will include, but may not necessarily be limited to, water supply, water quality, wastewater, recycled water, water conservation, stormwater and flood management, watershed planning and habitat protection and restoration.

8.3 **Decision-making.** Consensus will be sought in decision making. The Steering Committee will provide a lead role in the decision making process and coordinating input from the participating agencies. As needed, the Steering Committee will ratify decisions by majority vote. Amendments resulting in material financial implications shall also be ratified by a majority of the Partner Agencies. Votes shall be recorded as one vote per partner agency.

8.4 **Approval of the IRWMP.** IRWMP approval and adoption will occur by the Partner Agencies by resolution adopted by each corresponding governing body.

8.5 **Non-binding nature.** This MOA and participation in this IRWMP effort are nonbinding, and in no way suggest that an agency may not continue its own planning and undertake efforts to secure project funding from any source. An agency may terminate their participation in the IRWMP effort by providing 60 calendar days written notice to all signatory parties.

8.6 **Personnel and financial resources.** It is expected that agencies and organizations will contribute the personnel and financial resources necessary to develop and implement the IRWMP.

8.7 **Reports and communications.** The Steering Committee will regularly report on IRWMP progress to the participating agencies and stakeholders. The Steering Committee serves the lead role in communicating to Partner Agencies. The SantaCruzIRWMP.org website will be used for disseminating news, reports and updates to the participating agencies and the public.

8.8 **Future awards.** In the event of future grant awards, it is expected that agreement(s) will be entered into by the applicable participating agencies that establish the terms and conditions applicable to the specific grant award.

8.9 **Term.** This MOA shall commence as of January 1, 2011 and shall continue until terminated by action of the Parties. This agreement shall be evaluated and reviewed no later than five years after its implementation, at which time, recommendations for improvements and modifications shall be considered by all parties. Any amendment or modification to this agreement shall be in writing, agreed upon by all signatories, executed by the duly authorized representatives of the parties hereto, and incorporated into this agreement by reference.

9. SIGNATORIES TO THE MEMORANDUM OF AGREEMENT

We, the undersigned representatives of our respective agencies, acknowledge the above as our understanding of how the Santa Cruz Integrated Regional Water Management Plan will be developed and implemented.

Each party has full power and authority to enter into and perform this MOA and the person signing this MOA on behalf of each party is authorized and empowered to enter into this MOA. Each party further acknowledges that it has read this MOA, understands it and agrees to it.

Laura D Brown	Craig McNeal
Soquel Creek Water District	Scotts Valley Water District
City of Santa Cruz	Resource Conservation District of Santa Cruz County
County of Santa Cruz	Santa Cruz County Sanitation District
Davenport County Sanitation District	City of Watsonville
Carol H Monkerud	Ralph Miljanich
Central Water District	Regional Water Management Foundation
	City of Capitola

Approved as to Form: County Counsel

RESOLUTION NO. 1912

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY ADOPTING THE 2014 SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT PLAN

WHEREAS, California's electorate approved Proposition 84 on November 7, 2006, which contains a total of $5.39 billion for water and natural resource projects and programs, including $1 billion for the Integrated Regional Water Management (IRWM) Program, with $52 million of that amount allocated to the Central Coast Funding Area, and California's electorate approved Proposition 1 on November 4, 2014, which contains a total of $7.5 billion for water and natural resource projects and programs, including $510 million for IRWM Program, with $43 million of that amount allocated to the Central Coast Funding Area; and

WHEREAS, the benefits of integrated regional planning for water resource management activities are intended to include multiple benefits, increased efficiency and effectiveness, enhanced collaboration across agencies and stakeholders, and improved responsiveness to regional needs and priorities; and

WHEREAS, the City of Scotts Valley is a partner in the Santa Cruz IRWM Regional Water Management Group and signatory to the 2010 Santa Cruz IRWM Memorandum of Agreement; and

WHEREAS, the Santa Cruz Region is an approved region as determined by California Department of Water Resources (DWR) in 2009 under DWR's Region Acceptance Process; and

WHEREAS, the initial 2005 Santa Cruz IRWM Plan was updated in 2014 by the Regional Water Management Group and approved by DWR in 2014 making the region eligible for future IRWM grant funding; and

WHEREAS, the IRWM Plan includes a list of projects that are anticipated to contribute towards the goals and objectives of the IRWM Plan and this list is updated as needed as projects are completed, as new priorities arise, and in response to future state IRWM funding solicitations; and

WHEREAS, the 2014 IRWM Plan, developed under the direction of the Steering Committee and vetted through public workshops and meetings, is herewith presented for adoption by the City of Scotts Valley City Council; and

WHEREAS, adopted of the updated Santa Cruz IRWM Plan does not entail a direct commitment of resources, and implementation of each project listed in the Santa Cruz IRWM Plan will be the responsibility of individual project proponents; and

WHEREAS, the adoption of the updated Santa Cruz IRWM Plan is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines §15262 and §15306; and

WHEREAS, the Santa Cruz IRWM Plan is meant to be complimentary to participating agencies' individual plans and programs and does not supersede such plans and programs, and adoption of the Santa Cruz IRWM Plan does not proscribe the participating agencies' planning efforts separate from the Santa Cruz IRWM Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Scotts Valley does hereby adopt the 2014 Santa Cruz Integrated Regional Water Management Plan.

PASSED AND ADOPTED by the Scotts Valley City Council, on this 4th day of November, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved:________________________
Dene Bustichi, Mayor

Attest:________________________
Tracy Ferrara, City Clerk

Agenda No. 3
Date: 11-04-2015

City of Scotts Valley
CITY COUNCIL STAFF REPORT

DATE: November 4. 2015

TO: Honorable Mayor and City Council

FROM: John P. Weiss, Chief of Police

SUBJECT: **STATE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND/ CITIZENS OPTION FOR PUBLIC SAFETY (COPS)**

SUMMARY OF ISSUE

In 1996, the legislature passed a bill known as the "State Supplemental Law Enforcement Services Fund" (SLESF) which has also been referred to as the "Citizens Option for Public Safety" (COPS) grant. The Scotts Valley City Council passed Resolution No. 1579 which established the guidelines for the State Supplemental Law Enforcement Oversight Committee and established an account to receive the funds. These funds are to be used exclusively for supporting front-line law enforcement and cannot supplant existing funds. Funds from this program can be used for personnel and/or equipment. The emphasis is on personnel; however, the funds can be used on any front-line law enforcement project. The legislation requires that each year we agendize this item to report the spending of these funds.

Each year we receive $100,000 in COPS funds, delivered in quarterly allotments that begin in the Fall.

In 2014/2015 we used our funds to purchase the following:

- 2016 Ford Explorer patrol vehicle (Unit 76) to replace the aging patrol unit 66.
- New speed awareness trailer and notification system
- New “TIMS” training/records system, with three (3) years of SunRidge Systems support
- RETRO rugged hood upgrades to three (3) existing fleet patrol vehicles. Includes hood coating, LED lights in prisoner area, and installation labor
- Net Motion three (3) years of premium maintenance
- Zero Motorcycle 2014 Tax and License

From the above 2014/15 allotment, we have approximately $5,864.64. remaining in an interest bearing account. Staff has recommended using those funds for the following items:

- Replace and upgrade conference room TV with Smart TV for audio/visual presentations
- Related cabling and wiring work in wall structures to support audio/visual upgrade

Staff have identified using our 2015/2016 SLESF funds to purchase the following:

-2016 Ford Explorer patrol vehicle (unit 77) with related equipment. Replaces unit 57.
-2016 Ford Explorer Sergeant's vehicle (unit 78) with related equipment. Replaces unit 63.
-Panasonic Tough book mobile computer

We run our police vehicles 24/7, 365 days a year. They are required to be taken off line once they reach 115,000 miles or sooner, per City and Police MOU Section 23.07. Both of the above vehicles are nearing their mileage cap, and require expensive maintenance due to their age and general wear and tear.

<u>FISCAL IMPACT</u>

There will be no impact on our general fund budget and the above recommended equipment purchases will utilize our existing 2014/15 and 2015/16 SLESF funds. Estimated total expenditures for 2015/16 items: 97,700.

<u>STAFF RECOMMENDATION</u>

The City Council for the City of Scotts Valley approve our proposed expenditures of the remaining 2014/15 SLESF funds and upcoming 2015/16 SLESF funds.

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None.