



A G E N D A

Meeting of the Scotts Valley City Council

Date: March 2, 2016

Time: 6:00 p.m.

CITY OF SCOTTS VALLEY 1 Civic Center Drive Scotts Valley, CA 95066 (831) 440-5602	MEETING LOCATION City Council Chambers 1 Civic Center Drive Scotts Valley, CA 95066	POSTING: The agenda was posted 2-26-16 at City Hall, SV Senior Center, SV Library and on the Internet at www.scottsvalley.org .
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Elected Officials Donna Lind, Mayor Randy Johnson, Vice Mayor Stephany E. Aguilar, Council Member Dene Bustichi, Council Member Jim Reed, Council Member	City Staff Members Chuck Comstock, Interim City Manager Kirsten Powell, City Attorney Taylor Bateman, Acting Community Development Dir Scott Hamby, Public Works Director John Weiss, Chief of Police Tracy Ferrara, City Clerk
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Notice regarding City Council Meetings:

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

Agenda and Agenda Packet Materials:

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

Televised Meetings:

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

CALL TO ORDER 6:00 p.m.

PLEDGE OF ALLEGIANCE and MOMENT OF SILENCE

ROLL CALL

SPECIAL SET MATTER Presentation of Mayor's Proclamations:
(1) American Red Cross Month, March 2016;
(2) Multiple Sclerosis Week, March 7-13, 2016;

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	(CityManager)
✓	Library Advisory Commission	(Vacant)

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	(Bustichi/Lind)
✓	Green Building Permit Process Subcommittee	(Lind/Reed)

Project Specific Committees:

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

CITY MANAGER REPORT

PUBLIC COMMENT TIME

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

ALTERATIONS TO CONSENT AGENDA

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

CONSENT AGENDA

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

- A. Approve City Council meeting minutes of 2-17-16
- B. Approve check register – 2-23-16
- C. Approve non-collection of fees for the use of Skypark Park in the amount of \$1,200 for Relay for Life 24 Hour Cancer Walk being held on June 4-5, 2016
- D. Approve Contract for Professional Services between the City of Scotts Valley and Freitas + Freitas Engineering and Planning Consultants for 1440 Devco, LLC services

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. Consider authorizing the Sign Subcommittee to conduct a public workshop and spend up to \$500 for materials and supplies for the workshop
- 2. 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.)

ADJOURNMENT

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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DATE: 3-2-2016

MINUTES

Meeting of the Scotts Valley City Council

Date: February 17, 2016

POSTING:

The agenda was posted on 2-12-16
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 Lind
Vice Mayor Johnson
Council Member Aguilar
Council Member Bustichi
Council Member Reed

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

Arrived 6:20 pm

SPECIAL SET MATTER

PWD Hamby presented the recognition of the City's Wastewater staff for winning Plant of the Year honors for the Monterey Bay Section of the California Water Environment Association (CWEA) and Operator Art Soto being named 2015 Operator of the Year for the CWEA Monterey Bay Section

COMMITTEE REPORTS

CM Bustichi reported that the Santa Cruz Metropolitan Transit District Board will be meeting next week and one of their concerns is the process that is being used by the Santa Cruz County Regional Transportation Commission (SCCRTC) regarding the SCCRTC's proposed tax measure and their proposed expenditure plan.

CM Aguilar reported that the AMBAG Board met and key issues discussed included a legislative request to the Strategic Growth Council to reconsider its definition of disadvantaged communities related to funding for affordable housing.

VM Johnson stated that the Santa Cruz County Regional Transportation Commission (SCCRTC) met and the proposed tax measure and currently proposed expenditure plan is as follows: approximately 30% to neighborhood projects, 25% to highway corridors, 15% for the coastal rail trail, 16% to the Santa Cruz Metropolitan Transit District, and 14% for the rail corridor. He stated that he does not agree with the expenditure plan as it is currently proposed.

Mayor Lind reported that the Seniors Advisory Council met and discussed the proposed SCCRTC tax measure, and the Advisory Council voted to oppose the tax measure as written because they believe it doesn't address the needs of the community.

Mayor Lind reported that Meals on Wheels Community Champions Week is coming up March 21-25, 2016, and community leaders are invited to assist or ride along in delivering Meals on Wheels or serving in the dining center on Thursday, March 24, 2016.

Mayor Lind reported that the planning committee for Scotts Valley's 50 Year Anniversary met. She stated that the committee is working on several activities for 4th of July, and on August 2, the City's actual anniversary.

Mayor Lind reported that the Water Subcommittee continues to hold meetings to discuss negotiations with Pasatiempo and the Scotts Valley Water District for the use of tertiary treated water at Pasatiempo.

PUBLIC COMMENT

Perry Ralston, owner of Perry's Sporting Goods, expressed concerns regarding the fairness of the implementation of the City's sign ordinance, and the difficulty of having a business that is set back off Scotts Valley Drive and no way to have any type of directional signs.

Leland Dahill, owner of Leland's Automotive, expressed concerns regarding the fairness of the implementation of the City's sign ordinance, and the difficulty of having a business that is set back off Scotts Valley Drive and no way to have any type of directional signs.

Mike Keogh, SV resident, expressed concerns regarding the fairness of the implementation of the City's sign ordinance, and the difficulty of having a business that is set back off Scotts Valley Drive and no way to have any type of directional signs.

CM Reed announced that the Friends of Scotts Valley Library will be holding a fundraiser on February 20, 2016 from 7:00 pm to 9:30 pm called "Murder in the Stacks". Additional information regarding this event is available at <http://www.fsvpl.org/>.

CITY MANAGER REPORT

1. The City just received comments from CalTrans regarding final design for the storm damage project on the HWY 17 Granite Creek overcrossing. CalTrans is requiring the City to conduct an Archeologist Survey of the work area. The cost for the survey is \$3,900 and will take approximately five weeks to complete.
2. Crews are planning to pave a section Glen Canyon Road next Monday, February 22nd, weather permitting. The paving will consist of replacing the worst sections of the roadway between the Fish Park and the Hwy 17 overpass.

ALTERATIONS TO CONSENT AGENDA

M/S: Johnson/Aguilar

To approve the Consent Agenda.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 2-3-16, 1-20-16
- B. Approve check register – 2-11-16, 2-8-16, 1-27-16
- C. Approve denial of claim from Michael Christopher Malloy, et al

ALTERATIONS TO REGULAR AGENDA

M/S: Aguilar/Johnson

To approve the Regular Agenda.

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

REGULAR AGENDA

1. **Consider support in concept only of Scotts Valley Arts Commission proposed first annual “Scotts Valley Arts Walk” and authorize the Scotts Valley Arts Commission to pursue a California Arts Council grant**

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

Sheryl McEwan, representing the Arts Commission, spoke regarding the vision of the Arts Commission, the work they have done to date as it relates to this project, and responded to questions from Council.

M/S: Bustichi/Aguilar

To approve the concept of the Scotts Valley Arts Commission proposed first annual “Scotts Valley Arts Walk” and authorize the Scotts Valley Arts Commission to pursue a California Arts Council grant.

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

PUBLIC HEARINGS

2. **Consider amendments to Planned Development Permit No. PD003-001 to allow tree removal and grading during the rainy season for a previously approved five-unit planned development located on Scotts Valley Drive, APN 022-861-21**

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

CM Aguilar requested a new condition to clarify Item 15 in the original conditions of approval, Resolution No. 1892.2, regarding tree removal.

Acting CDD Bateman stated that he would add new condition from CM Aguilar as follows: *Condition 21. Condition No. 15 of City Council Resolution No. 1829.2 is amended to allow tree removal in the rainy season (October 15 to April 15). Project mitigation Measure D-1 and project Condition No. 23 which requires a nesting raptor pre-construction survey shall remain in effect.*

PUBLIC HEARING OPENED - 6:54 PM

Eric Stemm, owner of property above this project, requested that the Council take caution as it relates to winter grading.

PUBLIC HEARING CLOSED - 6:56 PM

M/S: Aguilar/Johnson

To approve Resolution No. 1829.7 amending Conditions of Approval numbers 15 & 44 of Planned Development Permit No. PD03-001 to allow tree removal and grading during the rainy season for a previously approved five unit Planned Development located on Scotts Valley Drive, APN 022-861-21, subject to review and approval of the City Engineer, and as amended: Adding Condition 21 as follows: Condition No. 15 of City Council Resolution No. 1829.2 is amended to allow tree removal in the rainy season (October 15 to April 15). Project mitigation Measure D-1 and project Condition No. 23 which requires a nesting raptor pre-construction survey shall remain in effect.

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

REGULAR AGENDA

(Resumed)

3. Future Council agenda items

CM Aguilar requested a future agenda item for Caltrans to do a presentation regarding the Caltrans Highway 17 Access Management Plan.

CA Powell announced that closed session was not needed as there was no new information.

~~CONVENE TO CLOSED SESSION~~

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

- (1) ~~Pursuant to Government Code Section 54956.8, the City Council met in closed session to confer with their legal counsel regarding real property negotiations. 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~~

~~RECONVENE TO OPEN SESSION~~

~~The City Council reconvened to open session at _____ p.m.~~

~~REPORT ON ACTION TAKEN DURING CLOSED SESSION~~

ADJOURNMENT The meeting adjourned at 7:05 p.m.

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

SCOTTS VALLEY ACCOUNTS PAYABLE
02/23/2016 09:37:46 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 022216 COMMENT... A/P AS OF FEB 22 -2016

DATA-JE-ID DATA COMMENT

W-02232016-566 A/P AS OF FEB 22 -2016

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
L		01			N	S	6	066	10			

BANK	VENDOR	CHECK#	DATE	AMOUNT
BA	GENERAL CHECKING ACCOUNT			
001405	AFLAC-FLEX ONE	106594	02/23/16	2,845.46
.15018	ALAMEDA CO SHERIFF'S	106595	02/23/16	1,210.00
.15014	ALAMEDA COUNTY SHERIFF'S	106596	02/23/16	1,936.00
.15017	ALAMEDA COUNTY SHERIFF'S	106597	02/23/16	2,420.00
001219	ALHAMBRA	106598	02/23/16	84.87
000563	APPI	106599	02/23/16	176.56
003149	AQUATIC BIOASSAY &	106600	02/23/16	3,475.00
001670	AT &T	106601	02/23/16	1,974.19
000097	AT&T	106602	02/23/16	159.15
003489	A1 JANETORIAL SUPPLY	106603	02/23/16	131.26
001319	BALL/DAVE	106604	02/23/16	31.50
003281	BEYMER/AUSTIN	106605	02/23/16	752.80
003260	BILES DDS MA/DAVID	106606	02/23/16	320.00
003054	BIRLEY/MICHAEL	106607	02/23/16	210.00
001040	BOGNER SHEET METAL	106608	02/23/16	651.00
000021	BOWMAN & WILLIAMS	106609	02/23/16	23,219.10
000437	BRASS KEY LOCKSMITH	106610	02/23/16	65.23
001633	CAL-WEST LIGHTING & SIGN	106611	02/23/16	1,810.30
003088	CALIFORNIA COAST UNIFORM	106612	02/23/16	30.29
001385	CALIFORNIA PUBLIC EMPLOY	106613	02/23/16	122,789.52
000773	CENTRAL COAST LANDSCAPE	106614	02/23/16	383.00
001051	COASTAL EVERGREEN CORP	106615	02/23/16	850.00
002091	COMCAST	106616	02/23/16	238.47
002091	COMCAST	106617	02/23/16	273.34
002091	COMCAST	106618	02/23/16	158.61
001860	CONTRERAS/EFRIAM	106619	02/23/16	21.00
001546	CRAIG/ROBERT J	106620	02/23/16	1,000.00
003134	CRIME SCENE CLEANERS, INC	106621	02/23/16	75.00
000037	CRYSTAL SPRINGS WATER CO	106622	02/23/16	46.00
.15015	CSTI	106623	02/23/16	800.00
.15016	CSTI	106624	02/23/16	800.00
000207	DEPARTMENT OF JUSTICE	106625	02/23/16	294.00
001932	DEPARTMENT OF MOTOR VEHI	106626	02/23/16	84.48
001627	DITTRICH DDS/RUDOLPH	106627	02/23/16	336.00
001362	DUNCAN AUTO TECH	106628	02/23/16	989.99
000191	EMPLOYMENT DEV. DEPT.	106629	02/23/16	429.00
001991	FASTENAL	106630	02/23/16	217.28
003352	FERNANDEZ DDS/PABLO	106631	02/23/16	145.00
000375	FIRST ALARM SECURITY & P	106632	02/23/16	220.00
000051	FISHER SCIENTIFIC	106633	02/23/16	55.96
001597	FLEMING/JOSEPHINE	106634	02/23/16	1,157.50
.15013	GAGNE/CELESTE	106635	02/23/16	1,176.90
001042	GOLDEN GATE PETROLEUM	106636	02/23/16	3,247.18
003387	HEIDARI DDS/ALI	106637	02/23/16	915.20
001856	HUB INTERNATIONAL	106638	02/23/16	128.04
000835	INTERSTATE SALES	106639	02/23/16	570.43
001308	JOHNSON DDS/BRETT	106640	02/23/16	388.40
001903	JONES/KIMARIE	106641	02/23/16	125.00

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
001030	LEAGUE OF CA CITIES	106642	02/23/16	40.00	
001673	LINCOLN FINANCIAL GROUP	106643	02/23/16	899.13	
003477	MANN/KRISTEN	106644	02/23/16	157.50	
002078	METRO MOBILE COMMUNICATI	106645	02/23/16	322.93	
001964	MILROY/JUSTIN	106646	02/23/16	100.00	
001964	MILROY/JUSTIN	106647	02/23/16	21.00	
000083	MISSION UNIFORM SERVICE	106648	02/23/16	761.71	
000967	MONTEREY BAY SYSTEMS	106649	02/23/16	82.54	
001418	MONTEREY REGIONAL	106650	02/23/16	6,560.10	
.15019	NATIONAL CRIME INVESTIGA	106651	02/23/16	438.00	
001615	OLIN CORP-CHLOR ALKALI	106652	02/23/16	1,837.80	
000101	PACIFIC GAS & ELECTRIC C	106653	02/23/16	149.85	
000101	PACIFIC GAS & ELECTRIC C	106654	02/23/16	167.43	
001536	PAPA	106655	02/23/16	125.00	
001890	PARKSON CORPORATION	106656	02/23/16	1,285.68	
.15012	PERSING/KEVIN	106657	02/23/16	803.00	
000918	PETTY CASH-JEANETTE ROLA	106658	02/23/16	239.05	
003480	PIONEER GRAPHICS COMM. P	106659	02/23/16	188.00	
000102	PITNEY BOWES	106660	02/23/16	147.44	
003303	RAABE/KAMI	106661	02/23/16	52.50	
000196	ROSS RECREATION EQUIPMEN	106662	02/23/16	4,402.00	
001118	RUTHERFORD/JAYSON	106663	02/23/16	31.50	
001885	SANTA CRUZ BIOTECHNOLOGY	106664	02/23/16	115.25	
001533	SANTA CRUZ COUNTY BANK	106665	02/23/16	3,998.05	
001533	SANTA CRUZ COUNTY BANK	106666	02/23/16	731.56	
001533	SANTA CRUZ COUNTY BANK	106667	02/23/16	483.55	
001533	SANTA CRUZ COUNTY BANK	106668	02/23/16	1,853.87	
000122	SANTA CRUZ/CITY OF	106669	02/23/16	211.17	
000133	SCOTTS VALLEY SPRINKLER	106670	02/23/16	41.12	
000710	SENIOR NETWORK SERVICES,	106671	02/23/16	352.00	
000405	SILVERSTEIN/THOMAS	106672	02/23/16	477.23	
001535	SKIP'S TIRE & AUTO CENTE	106673	02/23/16	989.30	
003363	SUSCO/JOSEPH	106674	02/23/16	308.00	
003363	SUSCO/JOSEPH	106675	02/23/16	175.00	
003363	SUSCO/JOSEPH	106676	02/23/16	210.00	
001085	SYCAL ENGINEERING INC	106677	02/23/16	700.00	
001497	TURF & INDUSTRIAL EQUIP.	106678	02/23/16	1,279.15	
001366	U.S. BANCORP OFFICE	106679	02/23/16	342.03	
003435	ULTRAMAX	106680	02/23/16	167.60	
001831	USA BLUE BOOK	106681	02/23/16	317.36	
001106	VERIZON WIRELESS	106682	02/23/16	939.08	
003145	WAGE WORKS	106683	02/23/16	99.00	
003488	WALKER/SAREE	106684	02/23/16	87.50	
000443	WALPOLE/STEVE	106685	02/23/16	594.40	
003166	WISDOM/ANGIE	106686	02/23/16	323.92	
001625	YOSHIDA DDS/NOREEN	106687	02/23/16	75.00	
002021	ZOOM	106688	02/23/16	371.76	
	GENERAL CHECKING ACCOUNT			213,473.07	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
02/23/2016 09:37:46
GL540R-V08.02 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				213,473.07

RECORDS PRINTED - 000188

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	145,362.89
004	RECREATION	13,265.96
010	WASTEWATER OPERATIONS	29,342.67
011	TERTIARY TREATMENT PLANT	3,247.18
025	GENERAL TRUST	3,146.55
028	SENIOR CENTER	1,142.75
050	PINEWOOD EST LNDSCP MAINT DT	383.00
112	DENTAL INS INTERNAL SERV	4,134.80
123	COMMUNITY FACILITY CENTER	1,333.54
150	GENERAL CAPITAL IMPROVEMENTS	9,528.30
306	SUPPL LAW ENFORCEMENT SRVS	731.56
316	HOMELAND SECURITY GRANT	1,853.87
TOTAL ALL FUNDS		213,473.07

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	213,473.07
TOTAL ALL BANKS		213,473.07

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: March 2, 2016

TO: Honorable Mayor and City Council

FROM: Tracy A. Ferrara, City Clerk

APPROVED: Stephen H. Ando, City Manager

SUBJECT: **NON-COLLECTION OF FEES FOR RELAY FOR LIFE 24 HOUR
CANCER WALK - AMERICAN CANCER SOCIETY**

SUMMARY OF ISSUE

The American Cancer Society is a non-profit 501(c)(3) organization who hosts the Relay for Life in Scotts Valley. The annual event is scheduled to be held at Skypark Park, and will begin on Saturday, June 4 and end on Sunday, June 5, 2016. Teams will walk and camp out overnight to raise money for cancer education, awareness, and programs and services.

The American Cancer Society is requesting that the City Council not collect the \$1,200 facilities use permit fee for the event. This fee is based on the number of people who will be attending the event and Council approval of this non-collection of fees is consistent with other similar events.

FISCAL IMPACT

Unbudgeted loss of Recreation Fund revenue.

STAFF RECOMMENDATION

The City Council approve the non collection of the \$1,200 facilities use permit fee for the following the American Cancer Society Relay for Life being held in Scotts Valley on June 4 and 5, 2016.

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Thursday, February 11th, 2016

City Council of Scotts Valley,

Relay For Life of Scotts Valley will be taking place at Sky Park on June 4th & 5th, 2016. This event is a non-profit community and volunteer driven 24-hour fundraising event to support the mission of the American Cancer Society.

The American Cancer Society Relay For Life movement is the world's largest and most impactful fundraising event to end cancer. It unites communities across the globe to celebrate people who have battled cancer, remember loved ones lost, and take action to finish the fight once and for all. With the support of thousands of volunteers, the American Cancer Society is helping save more than 500 lives a day.

The Relay For Life of Scotts Valley would like to request the fees to be waived for the use of Sky Park for Relay. Also, we would love to invite the Council to attend and support this year's 2016 Relay For Life community event in June.

If you have any questions or concerns, please let me know.

Thank you,

Kristi Cole | Community Manager, Relay For Life
California Division | American Cancer Society, Inc.
747 Camden Avenue Suite B
Campbell, CA 95008
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**City of Scotts Valley
INTEROFFICE MEMORANDUM**

DATE: March 2, 2016

TO: Mayor Lind and Members of the City Council

FROM: Taylor Bateman, Acting Community Development Director

SUBJECT: 1440 Devco, LLC: Contract for Professional Services by Freitas + Freitas Engineering and Planning Consultants.

SUMMARY OF ISSUE

On January 21, 2015, the City Council approved an agreement with the 1440 Foundation to assist the City with the costs associated with building inspection, plan check, for both the Building and Civil engineering components, and other services that the current City staffing levels cannot provide. A copy of the agreement is attached for Council reference. Pursuant to the agreement the 1440 DEVCO, LLC is paying for these services up-front and will be reimbursed later once the campus starts remitting transient occupancy tax (TOT) to the City.

The project is moving forward and it is expected that there will be a significant increase in building activity this spring and summer. Due to this, staff is proposing to contract with Freitas + Freitas to provide project management services. A scope of services to be provided is attached to the contract for professional services.

FISCAL IMPACT

Pursuant to the original agreement 1440 DEVCO, LLC will pay for the services up front. After the campus is operational and remitting TOT, the City would reimburse 1440 DEVCO, LLC per the agreement.

RECOMMENDATION

Approve the attached contract for professional services.

ATTACHMENTS

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CONTRACT FOR PROFESSIONAL SERVICES

This "Contract for Professional Services" is made by and between the CITY OF SCOTTS VALLEY, a municipal corporation (hereinafter referred to as "City") and Freitas + Freitas Engineering and Planning Consultants (hereinafter referred to as "Consultant").

RECITALS

A. City desires to contract for certain professional services for project management of the 1440 Multiversity project (hereinafter referred to as "Project").

B. Consultant desires to perform said professional services and represents to City that it is qualified by training and experience to perform said work.

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

AGREEMENT

1. Employment of Consultant. City agrees to, and hereby does, retain and employ Consultant to perform the professional services set forth herein.

2. Responsible Personnel. Primary personnel responsible for the completion of the work described in this Agreement shall be Melanie Freitas.

3. Scope of Work. Consultant shall perform the scope of work as outlined in Exhibit "A."

4. Compensation. Consultant shall accept as compensation for services performed as set forth in Section 3, \$100.00 per hour. Such compensation shall be paid within 30 days of receipt of invoices outlining the work performed.

5. Insurance and Hold Harmless.

5.1. Consultant shall be responsible to provide such insurance including automobile, workers' compensation, health, personal liability as it desires to protect itself, its employees and subcontractors, at its own expense.

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

6. Termination.

6.1. City may terminate this Agreement at any time, without cause, by giving five (5)

days advance written notice of discontinuance and termination of this Agreement.

6.2. City may, at any time, at its discretion, abandon or suspend any portion of the work being done under the terms of this Agreement. In the event of abandonment or suspension of work for which professional services have been performed under this Agreement by the Consultant, or in the event of the termination of this Agreement, the Consultant shall immediately stop work on the project required by this Agreement, or shall stop work at the stage directed by City, provided that Consultant may perform such minor additional activities which are necessary to stop work.

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

6.4. In the event of termination, Consultant shall deliver as a condition to the payment of the compensation provided for in Section 6.3 above, or otherwise make available to City, all research data, reports, estimates, summaries and other such information and materials as may have been accumulated by Consultant in performing this Agreement, whether completed or in process.

7. Documents. Notes, studies, charts, computations, and other data, together with other information obtained by Consultant for this project, shall be made available to City by the Consultant at City's request and shall be the property of the City.

8. Independent Contractor. Consultant is an independent contractor retained by the City to perform the work described herein. All personnel employed by Consultant are not and shall not be deemed to be employees of the City. Consultant shall comply with all State and Federal laws pertaining to employment and compensation of its employees and its agents, including the provision of workers' compensation.

9. Assignment. City is entering into this Agreement in consideration of the rendition of the services required herein by Consultant. Consultant shall not assign any of the duties, responsibilities or obligations of this agreement to any other firm, company, entity, or individual unless specified in Exhibit A attached hereto, without the express written consent of City previously obtained.

10. Time is of the Essence. Time is of the essence in the performance of this Agreement. No waiver by either party hereto of the nonperformance or any breach of any term, provision or condition of this Agreement, or any default hereunder shall be considered to be or operate as a waiver of any subsequent nonperformance, breach or default.

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

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

13. Applicable Law and Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision of the Agreement, the prevailing party of such action shall be entitled to reasonable attorney's fees, court costs and any other costs as may be fixed by the court.

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

15. Severability. If any one or more of the covenants, agreements or portions thereof shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such covenant, or covenants, such agreement or agreements, or such portions thereof shall be null and void and shall be deemed severable from the remaining covenants and agreements or portions thereof, and shall in no way affect the validity or enforceability of the remaining portions of this Agreement.

IN WITNESS WHEREOF this Agreement is executed by the City and by Consultant on the 2nd day of March, 2016, at Scotts Valley, California.

APPROVED AS TO FORM:

"CITY"
CITY OF SCOTTS VALLEY

By: Kirsten M. Powell
City Attorney

By: Chuck Comstock
Interim City Manager

ATTEST:

"CONSULTANT"

By: Tracy Ferrara
City Clerk

Melanie Freitas
By: Melanie Freitas
Consultant

1440 Multiversity Campus Project

Melanie Shaffer Freitas, co-owner of Freitas + Freitas Engineering and Planning Consultants, will be the principal consultant and project manager for the City of Scotts Valley. Under the direction of the Community Development Director, she will be responsible for the overall management and processing of the project from initial review to final project completion. Examples of the type of services she will provide include:

- Developing a written project management plan that identifies processing steps, key players, anticipated timelines, etc.;
- Reviewing and evaluating all submittal documents and requests (e.g. permits, technical reports, plan revisions, etc.);
- Coordinating the review of project documents and requests with other appropriate City departments, consultants, public agencies, and special districts;
- Monitoring and satisfying all State and locally imposed regulatory timelines and required hearings/notices;
- Managing the accuracy, flow and timeliness of all technical reports or sub-consultant reports (e.g. geotechnical reports, traffic and parking, etc.) that may be required;
- Monitoring the project's compliance with all conditions and requirements as identified in the "Conditions of Approval" agreed to by the City Council at its October 15, 2014 meeting;
- Providing timely and accurate responses to inquiries/questions from all sources such as project developer and/or representatives, community members, staff from other City departments and public agencies, elected officials, etc.;
- Submission of all required written and oral reports, such as staff reports for City review of the project as well as reviews for other public agencies;
- Establishing and maintaining a working relationship with the project developer, project manager and other significant representatives of the project developer;
- Attending all public hearings and meetings regarding the project;
- Striving to achieve a balance between "prompt" processing of requests/documents and a thorough review of the project components;
- Convene regular meetings with City Staff, City Contractors & Project Development Team
- Facilitate and Monitor Building Department applications, plan checks, inspections and fee collection
- Monitor & track City Budget for the project
- Other tasks as directed by the Community Development Director.



MELANIE SHAFFER FREITAS

Freitas + Freitas Engineering and Planning Consultants, Inc.

3233 Valencia Avenue, Aptos, Ca. 95003 831-688-1168

E-Mail: MelanieF1@aol.com

Website: freitasplusfreitas.com

EXECUTIVE SUMMARY

Extensive experience as an urban planning consultant to governmental agencies and nonprofit organizations. Program development and project management for residential, commercial, industrial and mixed use land activities. Project entitlement and permit approval experience. Success in securing public grants for infrastructure, economic development and affordable housing projects. Outstanding interpersonal and presentation skills. Analytical, articulate and responsible.

CORE COMPETENCIES

Development Feasibility Analysis
Project Management
Affordable Housing Program Design

Land Development Permit Processing
Development Team Formation and Coordination
Public and Private Financing

PROFESSIONAL EXPERIENCE

Consultant to California Communities

1979-Present

Consulting Services to over 30 cities and counties (e.g. Development/Entitlements, EIRs, Redevelopment studies, General Plan documents, Organization and Operations Manuals, etc.). Recent consulting services include project management for the City of Capitola (land entitlements/EIR) and preparation of Housing Element for the City of Monte Sereno (General Plan). See below for a representative list of communities.

Consultant, County of Monterey

2001-2009

Project manager and consultant to the County of Monterey Redevelopment and Housing Office (RHO). Examples of management work include:

- Project consultant for core redevelopment projects including the East Garrison Project (244 acre planned mixed use community at the former Fort Ord), Industrial Park, Horse Park, Historic Arts District, Mixed Use Town Center and Habitat Restoration Plan;
- Project management of external consultants such as Economic Development Consultants, Environmental Consultants, Engineering Consultants, etc. for all projects;

- Successful Grant writer for governmental funds for public facility improvements in Castroville and Moss Landing;
- Management of state and local grants such as HOME, CDBG, Cal HOME, etc.;
- Project manager for affordable housing developments ranging in size from 20 units to 63 units in Redevelopment areas;
- Preparation and management of Development/Disposition Agreements with private/public partners.

Executive Director, Habitat for Humanity Santa Cruz County

2009-2012

Managed permit and entitlement process for new construction projects in the County of Santa Cruz (8 units) and Cities of Santa Cruz (1 unit) and Scotts Valley (3 units)

Consultant, ICF, Inc. and HUD, Washington D.C.

1991-2005

Under a contract with ICF, Inc. designed and delivered training courses and was a consultant for HUD-funded programs throughout the United States. Provided on-site technical assistance on how to utilize HUD funds to over 50 different jurisdictions including:

- State of Hawaii (Counties of Maui, Hawaii and Kauai)
- Guam and Saipan
- Los Angeles County
- Snohomish County, WA.
- State of Arkansas
- City of Richmond, Ca.
- HUD Regional and Local Offices: Anchorage, San Francisco, Seattle and Phoenix

Representative Sample of Consulting Services to California Communities:

City of Monte Sereno (Housing Element, General Plan)

City of Capitola (Land Entitlement Processing and EIR for 41 Room Hotel/Resort)

County of Monterey (Land Entitlements, Economic Development Studies, General Plan)

City of Santa Cruz

- Housing Strategy for the City of Santa Cruz, Beach and South of Laurel Comprehensive Area Plan (This Plan received an "Award of Excellence" from the northern California section of the American Planning Association in June 1999.)

City of San Jose (General Plan and Housing Assessment)

City of Thousand Oaks (General Plan)

City of Santa Barbara (General Plan)

EDUCATION

Bachelors Degree in Behavioral Sciences (BA) San Jose State University

Masters Degree in Urban Planning (MUP) San Jose State University

VOLUNTEER/COMMUNITY INVOLVEMENT

Planning Commission, City of Santa Cruz

Board Member/President, Habitat for Humanity Santa Cruz County

Leadership Santa Cruz County

Board Member/Treasurer, Rio del Mar Improvement Association

President, Santa Cruz High PTA

PUBLICATIONS BY MELANIE SHAFFER FREITAS

Inclusionary Housing Tool Box – Available through ICF, Inc.

Venetian Court: Capitola's Unique and Charming Seaside Resort – Available at Capitola History Museum and various shops in Capitola or from the author

City of Scotts Valley INTEROFFICE MEMORANDUM

DATE: January 21, 2015

TO: Honorable Mayor and City Council

FROM: Steve Ando, City Manager

SUBJECT: **Consideration of Approval of Reimbursement Agreement for Building Inspection, Plan Check, Civil Engineering, and Other Services between the City of Scotts Valley and 1440 DEVCO, LLC**

SUMMARY OF ISSUE

At the October 15, 2014 City Council, the Council approved the educational facility project located at the former Bethany University site. This project is in need of dedicated building inspection, plan check for both the Building and Civil engineering components, and other services that the current City staffing levels cannot provide. 1440 DEVCO, LLC is willing to pay for these services up-front and is requesting to be reimbursed later once the campus starts remitting transient occupancy tax (TOT) to the City.

1440 DEVCO, LLC has provided a projection of the room revenues and TOT. The conservative full year calculation is approximately \$350,000 of TOT based on occupancy of between 20% and 25%, and the optimistic projection is \$443,000 of TOT based on occupancy of 30%. An average of these two projections is approximately \$400,000.

Scott Kriens of 1440 has requested a 100% payback through reimbursement of 100% of the TOT revenues until the costs are fully repaid. Based on the average of the projections prepared by 1440 it is anticipated that full reimbursement could be covered in approximately six months. The City would then retain 100% of the TOT.

The services to be provided involve the following. One to three person(s) as needed to provide dedicated engineering and building plan check, permit processing, and inspection services. These persons will be hired and managed by the City and provided through contract services.

Some of the terms of the agreement are as follows:

- Guaranteed full time dedicated personnel to facilitate plan check and inspection services for the duration of the project construction (Phase I)
- Additional personnel will be hired by and managed by the City.
- Deposits of \$50,000 will be made by 1440 whenever deposits on hand go below \$5,000.
- Full reimbursement of costs through reimbursement of 100% of TOT from this project.

FISCAL IMPACT

1440 DEVCO, LLC will pay for the services up front. Cost is estimated to be \$200,000. After the campus is operational and remitting TOT, the City would reimburse all or a portion of TOT to 1440 DEVCO, LLC until the total cost is repaid in part or in whole as defined in such agreement.

STAFF RECOMMENDATION

That Council consider the attached agreement, and, if approved, authorize the City Manager to execute the agreement.

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AGREEMENT FOR ADDITIONAL SERVICES TO FACILITATE THE 1440 CENTER

This Agreement for Additional Services to Facilitate the 1440 Center ("Agreement") is entered into this 21st day of January, 2015, by and between the City of Scotts Valley ("City") and 1440 DEVCO, LLC, a California limited liability company ("1440").

RECITALS

WHEREAS, 1440 is in the process of redeveloping the former Bethany University Campus into an adult learning center; and

WHEREAS, the redevelopment involves the demolition of 69,916 sq. ft. of buildings, the remodel of 93,867 sq. ft. of buildings, and the construction of 234,288 sq. ft. of new improvements (the "Project"); and

WHEREAS, due to the limited staff at the City, it will take the City considerable time to process and approve the numerous applications for the Project; and

WHEREAS, 1440 would like to expedite the application process to enable it to open its facility as soon as possible; and

WHEREAS, once open, the Project will generate approximately \$400,000.00 per year in revenue from the Transit Occupancy Tax ("TOT") for the City; and

WHEREAS, the City will benefit financially from the expeditious opening of the Project in the form of increased TOT; and

WHEREAS, by hiring an outside individual or firm to process the applications for the Project, conduct building inspections ("Contractor") and assist the Building Department in other areas, the Project can open earlier than if the current City staff processed the applications and performed the inspections, thereby reducing the time before the City will receive TOT from the Project; and

WHEREAS, the parties agree that it is in the best interest of the City and 1440 to hire a Contractor to process the applications for the Project subject to the terms of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants of the parties herein contained and other valuable consideration, the parties agree as follows:

1. **Additional Staff.** The City shall hire a Contractor to process the applications for the Project, perform inspections for the Project and assist the Building

Department as necessary. The selection of the Contractor shall be in the sole and absolute discretion of the City. Once the City has hired a Contractor to process the applications, 1440 shall deposit \$50,000.00 with the City that shall be used to pay for the services rendered by the Contractor. At such time as the deposit is reduced to \$5,000.00, 1440 shall pay additional monies to the City to return the deposit to \$50,000.00. At such time as the services of the Contractor are no longer needed to process the applications for the Project and perform inspections and all invoices from the Contractor have been paid, a determination to be made in the sole and absolute discretion of the City, the City shall refund all remaining monies on deposit with the City to 1440.

2. **Reimbursement.** The parties acknowledge that expediting the applications for the Project is beneficial to each party. Therefore, the City shall reimburse 1440 for the cost of the individual or firm upon receipt of TOT from the Project in accordance with the terms of this section. Upon receipt of TOT from the Project, the City shall remit one hundred (100%) of the TOT received from the Project to 1440 until such time as 1440 has been reimbursed for the costs paid for the Contractor. Once 1440 has been reimbursed for the costs of the Contractor, the City shall be entitled to retain 100% of the TOT generated from the Project.
3. **Contractor.** The Contractor shall be an independent contractor who shall work at the direction of the City. The Contractor shall not work for 1440 nor shall it take direction from 1440.
4. **Notices.** Any notice request, demand or other communications permitted or required to be given under this Agreement shall be in writing duly addressed to the parties as follows:

1440:

1440 DEVCO LLC, a California limited liability company
1440 DEVCO LLC
P.O. Box 3141
Saratoga, CA 95070-1141
Attn: Scott Kriens

CITY:

The City of Scotts Valley
1 Civic Center Drive
Scott Valley, CA 95066
Attn: City Manager

Any such notice sent by registered or certified mail, return receipt requested shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) two (2) business days after it is so addressed and mailed with postage prepaid. Any such notice sent by a recognized overnight courier service shall be deemed to have been duly given and received 5:00 p.m. (Pacific Time) one (12) business day after is so addressed and sent with the cost of such overnight delivery service prepaid. Notice sent by any other manner shall be effective only upon actual receipt thereof. Any party may change its address for purposes of this Agreement by giving notice to the other party as provided herein.

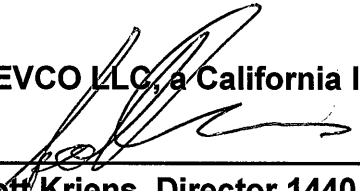
5. **Arbitration.** All disputes, claims and other matters in question arising out of, or relating to, this Agreement, or the breach thereof may, at the election of any of the parties hereto, be decided by arbitration in accordance with the then current Commercial Arbitration Rules of the [Judicial Arbitration and Mediation ("JAMS")] [American Arbitration Association ("AAA")]. This agreement to arbitrate shall be specifically enforceable in any court of law under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The arbitration shall be held in Santa Clara County.
6. **Attorneys' Fees.** In the event any party hereto institutes legal action or arbitration to enforce or interpret its rights under this Agreement, then the prevailing party or parties shall be entitled to reasonable attorneys' fees in addition to other costs of suit as awarded by the court or arbitrator.
7. **Governing Law.** This Agreement shall be governed under the laws of California.

* * * * *

IN WITNESS WHEREOF, this Agreement is executed and made by the parties effective as of the date first above set forth.

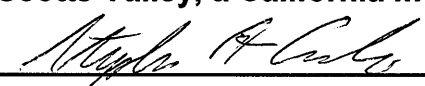
1440:

1440 DEVCO LLC, a California limited liability company

By: 
Scott Kriens, Director 1440

City:

City of Scotts Valley, a California municipal corporation

By: 
Stephen H. Ando, City Manager

**Scotts Valley City Council
CITY COUNCIL STAFF REPORT**

DATE: March 2, 2016

TO: Honorable Mayor and City Council Members

FROM: Sign Subcommittee

**SUBJECT: AUTHORIZE THE SIGN SUBCOMMITTEE TO HOLD A PUBLIC
WORKSHOP AT THE COMMUNITY CENTER TO RECEIVE INPUT ON
THE CITY'S SIGN ORDINANCE**

SUMMARY OF ISSUE

Recently, people have raised concerns about the City's sign ordinance. The Sign Subcommittee would like to schedule a public workshop to receive input from the community. Planning staff and the subcommittee would be present at the workshop to provide information and receive input. The workshop would be held in the next several months at the Community Center.

FISCAL IMPACT

Up to \$500 for materials and supplies.

STAFF RECOMMENDATION

Authorize the Sign Subcommittee to conduct a public workshop and spend up to \$500 for materials and supplies for the workshop.