



A G E N D A

Meeting of the Scotts Valley City Council

Date: September 21, 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 9-16-16 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 Jenny Haruyama, 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

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 9-7-16
- B. Approve check register – 9-2-16, 9-12-16
- C. Approve Resolution No. 1909.1 approving a parcel map for Marlyn Bergman, MLD15-001, Meadow Way, APN 024-152-24
- D. Approve agreement between the City of Scotts Valley and Graham Contractors Inc., for the Mt. Hermon Road Micro-Surfacing Project in the amount of \$269,804.65

ADJOURN TO SUCCESSOR AGENCY MEETING

RECONVENE TO REGULAR CITY COUNCIL AGENDA

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 approval of Exclusive Negotiation Agreement between the City of Scotts Valley and Foothill Partners, Incorporate (CityAttorneyPowell/CityManagerHaruyama)
- 2. Consider approval of Resolution No. 1923 approving the final expenditure plan for a County-wide Transportation 1/2-Cent Sales Tax Measure to be placed on the November 8, 2016 General Election Ballot (CityManager/Haruyama)
- 3. Consider first reading and introduction of Ordinance No. 17.4, repealing Section 5.16.170 of Chapter 5.16 of Title 5, Entertainment Permit fees on City property (Recreation/Ard)

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

- 4. Consider Planning Commission's recommendation of approval for the subdivision of an existing 20,120 square foot parcel into two parcels in the R-1-10 zoning district, MLD16-001, located at 187 Hacienda Drive, APN 023-181-10 (Planning/Bateman)
 - Open public hearing
 - Close public hearing
 - Approve Resolution No. 1924

REGULAR AGENDA

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

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

CONVENE TO CLOSED SESSION

CLOSED SESSION

SUBJECT: Conference with legal counsel – Liability Claim.

Legal Authority: Government Code Section 54956.95

Name of Claimant: Kaisha Otis-Taul

Staff Present: City Manager, City Attorney, Chief of Police

RECONVENE TO OPEN SESSION

REPORT ON ACTION TAKEN DURING CLOSED SESSION

ADJOURNMENT

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

PROCEDURAL INFORMATION FOR THE PUBLIC

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

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

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

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

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

Unless otherwise determined by the presiding officer of the meeting:

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



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DATE: 9-21-2016

MINUTES

Meeting of the Scotts Valley City Council

Date: September 7, 2016

POSTING:

The agenda was posted on 9-2-16
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

City Manager Haruyama
City Attorney Powell
Police Chief Weiss
Public Wks Director Hamby
Acting Community Development Director Bateman
City Clerk Ferrara

SPECIAL SET MATTER Mayor Lind presented a Mayor's Proclamation honoring Jacob's Heart Children's Cancer Support Services and Childhood Cancer Awareness Month - September 2016

COMMITTEE REPORTS

CM Bustichi reported that the Santa Cruz Metropolitan Transit District (SCMTD) Board met in Scotts Valley and announced that the Board has officially endorsed the Santa Cruz County Regional Transportation Commission (SCCRTC) proposal for a transportation tax measure on the November 8, 2016 ballot. He also reported that the SCMTD has a few remaining construction defects in their new facility, mostly related to ADA requirements that were missed, and they are working with the contractor to get those final items completed.

VM Johnson reported that the Joint City/School Subcommittee met and received an update on the Scotts Valley Middle School construction, which has been delayed due to the June beetle habitat. He reported that the School District is working with the California Department of Fish & Wildlife to mitigate the issues related to the June beetle. He stated that the Middle School will have approximately 10,000 additional square feet, and they are awaiting final approvals before they can start construction, which may be sometime between February and June 2017.

VM Johnson reported that the Economic Development Subcommittee and CM Haruyama attended the ICSC Conference in San Diego to promote the Town Center. He showed a 5 minute video that he prepared to show what it is like to attend ICSC.

Mayor Lind reported that she attended the Santa Cruz County Regional Transportation Commission (SCCRTC) meeting and she was able to vote in favor of a grant for Scotts Valley for \$711,000 that will be used to upgrade and make improvements to Green Hills Road.

Mayor Lind reported that she attended the Groundwater Sustainability Agency Formation Committee, which is an Agency involving all local water agencies and jurisdictions, to plan for the future of our water over the next 50 years.

Mayor Lind reported that the Criminal Justice Council met and they are planning upcoming training involving schools involving anti-bullying and other programs.

Mayor Lind reported that she attended a Select Committee meeting in Palo Alto regarding the flight path issues. She stated that there is a proposed route that is being discussed and more meetings will be held to discuss potential changes and impacts.

Listen to recording for thank you's.

Mayor Lind reported that Beth Hollenbeck, Scotts Valley Unified School District, distributed a press release announcing that the Scotts Valley Unified School District received the NAMM Foundation 2016 award for "Best Communities for Music Education".

Mayor Lind announced that the Institute for Local Government (ILG) and the League of California Cities are honoring the City of Scotts Valley for its achievement as part of ILG's Beacon Program. She stated that the City is receiving the following Beacon Spotlight Awards this year: Silver Level Award for 7% Energy Savings and Silver Level Award for 5% Natural Gas Savings.

CITY MANAGER REPORT

- (1) Chief Weiss and Lt. Walpole will be attending the annual "Cookies for Courage" law enforcement/fire service appreciation day at Holy Cross School in Santa Cruz this Friday, September 9, 2016 at 10:00 a.m.
- (2) Goodwill Central Coast is celebrating the grand opening of their new Scotts Valley retail store and donation center, a location double the size of the existing store in the area. The new store is located in the Kings Village Shopping Center. The public is invited to the grand opening on Thursday, September 8, 2016. The event will begin at 8:30 a.m. and will include a ribbon cutting by the Scotts Valley Chamber of Commerce, speeches by Scotts Valley Mayor Donna Lind, and Goodwill Central Coast Board Chair Walt Henning, as well as giveaways for attendees and treats provided by Goodwill's Culinary Academy.
- (3) Bids will be opened this Friday, September 9, 2016 at 10:00 a.m. for the Mount Hermon Road Slurry Seal project. City staff will put out a press release and work with the Chamber of Commerce and the contractor on public notification. Work will take place over two weekends during October.
- (4) The Granite Creek Storm Damage Repair Project is scheduled to begin next Tuesday, September 13, 2016. The work will consist of replacing approximately 100 feet of the retaining wall system, chain link fence and asphalt sidewalk. The project is anticipated to be complete by the end of October. Traffic control will be in place; however, there will be no lane closures. A press release was submitted to the Press/Banner, Santa Cruz Sentinel, My Scotts Valley and the SV Patch.

- (5) PWD Hamby announced that Scotts Valley's eWaste Recycling Collection event is being held on Saturday, September 17, 2016 from 9:00 a.m. to 1:00 p.m. on Erba Lane across from the Scotts Valley Fire District.

PUBLIC COMMENT

Barbara Rice, SV resident, spoke regarding Polo Ranch construction traffic and expressed concerns regarding pedestrian safety, vehicle safety, and noise.

ALTERATIONS TO CONSENT AGENDA

M/S: Aguilar/Johnson

To approve the Consent Agenda.

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

Consent Agenda:

- A. Approve City Council meeting minutes of 8-17-16, 8-24-16
- B. Approve check register – 8-12-16, 8-22-16, 8-26-16
- C. Approve Exclusive License Agreement between the City and the Scotts Valley Water District for Use of City Property as a Temporary Construction Staging Area for the Construction of the Stormwater System at the Transit Center and authorize the City Manager to execute the agreement

ALTERATIONS TO REGULAR AGENDA

M/S: Aguilar/Bustichi

To approve the Regular Agenda.

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

REGULAR AGENDA

1. **Consider approval of project scope change for the Mount Hermon Road/Scotts Valley Drive/Whispering Pines Drive Intersection Operations Improvement Project**

PWD Hamby presented the written staff report and responded to questions from Council. He introduced Leo Trujillo, Principal Engineer at Hatch Mott MacDonald, and Rodney Cahill, Mesiti-Miller Engineering, and stated that they were available to respond to questions from Council.

M/S: Aguilar/Johnson

To approve Option 2 for the project scope change for the Mount Hermon Road/Scotts Valley Drive/ Whispering Pines Drive Intersection Operations Improvement project.

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

2. Provide direction regarding Police Officer Recruitment and Retention Incentive Program

PC Weiss presented the written staff report and responded to questions from Council.

M/S: Bustichi/Aguilar

To approve a police officer recruitment and retention incentive program, offering a \$10,000 incentive per entry level officer, with the specific breakdown to be determined at the discretion of the City Manager and Chief of Police.

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

3. Consider approval of the estimated year-end expenditures for 2015/16 State Supplemental Law Enforcement Services Fund (SLESF) funds and projected 2016/17 SLESF funds

PC Weiss presented the written staff report and responded to questions from Council.

M/S: Aguilar/Bustichi

To approve the estimated year-end expenditures for FY 2015/16 State Supplemental Law Enforcement Services Fund (SLESF) funds and projected FY 2016-17 SLESF funds.

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

4. Future Council agenda items

None.

ADJOURNMENT

The meeting adjourned at 7:17 p.m.

Approved: _____

Donna Lind, Mayor

Attest: _____

Tracy A. Ferrara, City Clerk

CONSENT AGENDA ITEM B

DATE: 9-21-2016

SCOTTS VALLEY ACCOUNTS PAYABLE
09/02/2016 14:23:06 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.02 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 090216 COMMENT... A/P AS OF SEPT 2 2016

DATA-JE-ID DATA COMMENT

W-09022016-949 A/P AS OF SEPT 2 2016

Run Instructions:

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003544	ADAMS/PHILIP	108364	09/02/16	222.00
003457	ADAMS/TROY	108365	09/02/16	30.00
003543	AGUIRRE/AUGUSTO	108366	09/02/16	252.00
000620	ALVAREZ/TONY	108367	09/02/16	20.00
003149	AQUATIC BIOASSAY &	108368	09/02/16	3,475.00
001009	ARD/KRISTIN	108369	09/02/16	30.00
001670	AT & T	108370	09/02/16	849.89
000097	AT&T	108371	09/02/16	163.01
001373	BAY TREE, LLC	108372	09/02/16	3,620.38
001822	BC LABORATORIES INC.	108373	09/02/16	370.00
003203	BLUETARP FINANCIAL	108374	09/02/16	444.20
000500	BOLANOS/DORENE	108375	09/02/16	20.00
003237	BOWEN/TIMOTHY D	108376	09/02/16	2,338.00
000437	BRASS KEY LOCKSMITH	108377	09/02/16	16.29
.15116	CALTRANS	108378	09/02/16	492.00
003174	CAPITAL ONE COMMERCIAL	108379	09/02/16	2,358.12
.15115	CARMONA/MARCO	108380	09/02/16	200.00
000226	COAST PAPER & SUPPLY INC	108381	09/02/16	776.59
002091	COMCAST	108382	09/02/16	273.44
001546	CRAIG/ROBERT J	108383	09/02/16	875.00
003542	DUNNIWAY/BRIAN	108384	09/02/16	168.00
003153	ECCO SCIENTIFIC	108385	09/02/16	850.00
001282	EKLUND DDS/ERICK J	108386	09/02/16	872.00
003354	ELITE MARTIAL ARTS, INC	108387	09/02/16	126.00
000582	FERRARA/TRACY A.	108388	09/02/16	46.00
001828	GONZALES/GABE	108389	09/02/16	20.00
003575	HARUYAMA/JENNIFER	108390	09/02/16	368.09
001424	HEDRICK DDS MS APC/JOHN	108391	09/02/16	852.00
000615	HOHMANN/PATRICK J.	108392	09/02/16	20.00
003271	HOME DEPOT/THE	108393	09/02/16	687.37
001903	JONES/KIMARIE	108394	09/02/16	20.00
001333	LARA/ JESUS D	108395	09/02/16	801.05
000698	LAS ANIMAS CONCRETE & BU	108396	09/02/16	270.31
001486	LEWIS/OWEN	108397	09/02/16	74.00
003321	LOPEZ/RENE	108398	09/02/16	20.00
001591	MARKELL/ROD	108399	09/02/16	1,974.00
003496	MCDONALD/AUDREY	108400	09/02/16	619.50
000218	MID VALLEY SUPPLY	108401	09/02/16	432.99
002079	NOR CAL ASA	108402	09/02/16	377.00
001872	NORTH CENTRAL LABORATORI	108403	09/02/16	543.13
001615	OLIN CORP-CHLOR ALKALI	108404	09/02/16	2,052.05
001802	ONTRAC	108405	09/02/16	57.41
001787	PETRINI'S GARDENING SERV	108406	09/02/16	300.00
000723	PIED PIPER INC./THE	108407	09/02/16	57.50
003323	POMPETTE/NICOLE	108408	09/02/16	20.00
001039	POSTON/ED	108409	09/02/16	148.00
001097	PRODESSE PROPERTY GROUP	108410	09/02/16	3,523.52

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BA	GENERAL CHECKING ACCOUNT				
001503	PRUDENTIAL INSURANCE CO/	108411	09/02/16	561.35	
000463	RALEY'S	108412	09/02/16	589.50	
000463	RALEY'S	108413	09/02/16	307.32	
000134	S.V. WATER DISTRICT	108414	09/02/16	5,200.00	
000134	S.V. WATER DISTRICT	108415	09/02/16	8,150.00	
000790	SANCRA	108416	09/02/16	70.00	
001823	SANTA CRUZ CO ENVIRONMEN	108417	09/02/16	2,834.00	
001855	SANTA CRUZ DODGE	108418	09/02/16	67.50	
000128	SCARBOROUGH LUMBER	108419	09/02/16	2,765.19	
000707	SENIOR CITIZEN'S LEGAL S	108420	09/02/16	2,579.00	
000405	SILVERSTEIN/THOMAS	108421	09/02/16	2,788.90	
001923	SIRCHIE	108422	09/02/16	326.15	
001535	SKIP'S TIRE & AUTO CENTE	108423	09/02/16	161.33	
000141	SNAP-ON AUTHORIZED DEALE	108424	09/02/16	35.07	
002053	STEPFORD	108425	09/02/16	5,313.00	
001959	TESSENDERLO KERLEY, INC	108426	09/02/16	867.03	
001933	THURINGER/JOE	108427	09/02/16	20.00	
000178	UNITED WAY OF SC COUNTY	108428	09/02/16	1,200.00	
000151	VISION SERVICE PLAN	108429	09/02/16	1,193.16	
001342	WELCH/JAMES	108430	09/02/16	20.00	
003008	WILLIAMS/JESSE	108431	09/02/16	20.00	
	GENERAL CHECKING ACCOUNT			67,572.76	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/02/2016 14:23:06
GL540R-V08.02 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				67,572.76

RECORDS PRINTED - 000153

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
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001	GENERAL	25,272.63
004	RECREATION	11,355.97
008	TRAFFIC IMPACT MITIGATION	492.00
010	WASTEWATER OPERATIONS	16,803.35
011	TERTIARY TREATMENT PLANT	1,274.10
019	AFFORDABLE HOUSING	1,974.00
023	SVRDA SUCCESSOR AGENCY	7,143.90
025	GENERAL TRUST	801.05
028	SENIOR CENTER	722.80
112	DENTAL INS INTERNAL SERV	1,724.00
123	COMMUNITY FACILITY CENTER	8.96
TOTAL ALL FUNDS		67,572.76

BANK RECAP:

BANK	NAME	DISBURSEMENTS
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BA	GENERAL CHECKING ACCOUNT	67,572.76
TOTAL ALL BANKS		67,572.76

SCOTTS VALLEY ACCOUNTS PAYABLE
09/12/2016 08:19:29 Check Register

CITY OF SCOTTS VALLEY
GL050S-V08.03 COVERPAGE
GL540R

Report Selection:

RUN GROUP... 091216 COMMENT... A/P AS OF SEPT 12, 2016

DATA-JE-ID DATA COMMENT

W-09122016-956 A/P AS OF SEPT 12, 2016

Run Instructions:

Jobq	Banner	Copies	Form	Printer	Hold	Space	LPI	Lines	CPI	CP	SP	RT
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	000563 APPI	108434	09/12/16	698.45
	000097 AT&T	108435	09/12/16	9.40
	002011 B & B SMALL ENGINE	108436	09/12/16	88.55
	001822 BC LABORATORIES INC.	108437	09/12/16	192.00
	001066 BEHAVIORAL HEALTH CARE I	108438	09/12/16	120.00
	000021 BOWMAN & WILLIAMS	108439	09/12/16	10,661.50
	001216 C & N TRACTORS	108440	09/12/16	444.60
	001017 C.W.E.A.	108441	09/12/16	210.00
	002075 CENTRAL COAST MEDIA COAL	108442	09/12/16	4,000.00
	002091 COMCAST	108443	09/12/16	278.19
	002091 COMCAST	108444	09/12/16	158.68
	000037 CRYSTAL SPRINGS WATER CO	108445	09/12/16	75.55
	000389 DASSEL'S PETROLEUM INC	108446	09/12/16	3,604.18
	000207 DEPARTMENT OF JUSTICE	108447	09/12/16	370.00
	000776 DISCOUNT SCHOOL SUPPLY	108448	09/12/16	1,561.79
	003248 EARTHWORKS	108449	09/12/16	5,313.75
	003500 ECOFERT, INC	108450	09/12/16	850.00
	001282 EKLUND DDS/ERICK J	108451	09/12/16	685.20
	000375 FIRST ALARM SECURITY & P	108452	09/12/16	110.00
	000375 FIRST ALARM SECURITY & P	108453	09/12/16	110.00
	000375 FIRST ALARM SECURITY & P	108454	09/12/16	110.00
	000375 FIRST ALARM SECURITY & P	108455	09/12/16	110.00
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	000375 FIRST ALARM SECURITY & P	108458	09/12/16	110.00
	000375 FIRST ALARM SECURITY & P	108459	09/12/16	110.00
	000375 FIRST ALARM SECURITY & P	108460	09/12/16	68.28
	001597 FLEMING/JOSEPHINE	108461	09/12/16	5,490.00
	000895 GRANITE CONSTRUCTION CO	108462	09/12/16	142.65
	001131 GRUBER DDS/MICHAEL	108463	09/12/16	366.00
	000057 HACH COMPANY	108464	09/12/16	4,058.66
	003438 HOFFMAN/ROBERT B	108465	09/12/16	250.00
	000615 HOHMANN/PATRICK J.	108466	09/12/16	20.98
	001856 HUB INTERNATIONAL	108467	09/12/16	768.24
	000835 INTERSTATE SALES	108468	09/12/16	443.12
	001333 LARA/ JESUS D	108469	09/12/16	92.01
	000698 LAS ANIMAS CONCRETE & BU	108470	09/12/16	1,140.93
	003403 MAR-KEN INTERNATIONAL PO	108471	09/12/16	260.00
	003171 MICHALAK/GENE	108472	09/12/16	110.00
	001130 MIRACLE PLAYSYSTEMS	108473	09/12/16	59,946.00
	000083 MISSION UNIFORM SERVICE	108474	09/12/16	1,383.50
	000712 MONARCH SERVICES	108475	09/12/16	3,261.00
	001418 MONTEREY REGIONAL	108476	09/12/16	2,329.80
	000086 MOTION INDUSTRIES INC.	108477	09/12/16	68.03
	003368 MT HERMON VETERINARY CLI	108478	09/12/16	62.65
	000939 NATIONAL COMTEL NETWORK	108479	09/12/16	13.86

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT	
BA	GENERAL CHECKING ACCOUNT				
	001988 O'REILLY AUTOMOTIVE, INC	108480	09/12/16	697.52	
	000089 OLIVE SPRINGS QUARRY INC	108481	09/12/16	479.76	
	003549 PACIFIC CONCRETE	108482	09/12/16	275.00	
	000101 PACIFIC GAS & ELECTRIC C	108483	09/12/16	44,131.69	
	000101 PACIFIC GAS & ELECTRIC C	108484	09/12/16	148.64	
	000101 PACIFIC GAS & ELECTRIC C	108485	09/12/16	24.99	
	000098 PALACE ART & OFFICE	108486	09/12/16	3,083.54	
	003152 PETERSON POWER SYSTEMS,	108487	09/12/16	1,066.01	
	000102 PITNEY BOWES	108488	09/12/16	147.44	
	000171 RIVERSIDE LIGHTING INC	108489	09/12/16	6,514.13	
	000134 S.V. WATER DISTRICT	108490	09/12/16	13,857.77	
	001894 S.V. WATER DISTRICT - BU	108491	09/12/16	211.56	
	003055 SANTA CRUZ CHILDREN'S	108492	09/12/16	276.20	
	001823 SANTA CRUZ CO ENVIRONMEN	108493	09/12/16	1,054.00	
	000127 SANTA CRUZ SENTINEL	108494	09/12/16	237.00	
	001361 STEVENS DDS/JOHN A	108495	09/12/16	587.20	
	003548 TORO PETROLEUM CORP	108496	09/12/16	35.17	
	001366 U.S. BANCORP OFFICE	108497	09/12/16	1,257.46	
	001366 U.S. BANCORP OFFICE	108498	09/12/16	342.03	
	001831 USA BLUE BOOK	108499	09/12/16	2,503.02	
	000154 WINCHESTER AUTO STORES	108500	09/12/16	635.00	
	001625 YOSHIDA DDS/NOREEN	108501	09/12/16	396.00	
	001910 ZERO MOTORCYCLES	108502	09/12/16	32.62	
	002021 ZOOM	108503	09/12/16	8.09	
	GENERAL CHECKING ACCOUNT			191,401.52	***

SCOTTS VALLEY ACCOUNTS PAYABLE
CITY OF SCOTTS VALLEY
09/12/2016 08:19:30
GL540R-V08.03 PAGE 3

Check Register

BANK	VENDOR	CHECK#	DATE	AMOUNT
REPORT TOTALS:				191,401.52

RECORDS PRINTED - 000183

GL540R

FUND RECAP:

FUND	DESCRIPTION	DISBURSEMENTS
----	-----	
001	GENERAL	56,836.33
002	RECYCLING/ENVIRONMENTAL	4,000.00
004	RECREATION	7,001.37
008	TRAFFIC IMPACT MITIGATION	3,450.00
009	PARKS & REC FACILITIES	50,000.00
010	WASTEWATER OPERATIONS	57,731.60
011	TERTIARY TREATMENT PLANT	2,064.22
028	SENIOR CENTER	1,540.99
050	PINEWOOD EST LNDSCP MAINT DT	10.57
077	SKYPARK MAINT ASSESS DIST	3,680.82
112	DENTAL INS INTERNAL SERV	2,310.60
123	COMMUNITY FACILITY CENTER	2,775.02
TOTAL ALL FUNDS		191,401.52

BANK RECAP:

BANK	NAME	DISBURSEMENTS
----	-----	
BA	GENERAL CHECKING ACCOUNT	191,401.52
TOTAL ALL BANKS		191,401.52

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 21, 2016

TO: Honorable Mayor and City Council

FROM: Ken Anderson, City Engineer

APPROVED: Jenny Haruyama, City Manager

SUBJECT: Adoption of Resolution No. 1909.1 Approving a Parcel Map for Marlyn Bergman, MLD15-001, Meadow Way, APN 024-152-24

SUMMARY OF ISSUES

On September 21, 2016, City Council approved a subdivision of 4 lots from one existing vacant parcel located on Meadow Way, MLD15-001, APN 024-152-24. Staff has reviewed the condition 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

It is recommended the City Council adopt Resolution No. 1909.1 approving a parcel map for Marlyn Bergman, MLD15-001, Meadow Way, APN 024-152-24.

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RESOLUTION NO. 1909.1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING THE PARCEL MAP FOR MARLYN BERGMAN, MEADOW WAY MLD15-001, APN 024-152-24

WHEREAS, a parcel map for Marlyn Bergman, Minor Land Division (MLD15-001) on Meadow Way, APN 024-152-24, 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 parcel map, MLD15-001 on Meadow Way 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 21st day of September, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 21, 2016

TO: Honorable Mayor and City Council

FROM: Scott Hamby, Public Works Director

APPROVED: Jenny Haruyama, City Manager

SUBJECT: **Approve Agreement with Graham Contractors, Inc., for Mount Hermon Road Micro-Surfacing Project**

SUMMARY OF ISSUE

Mount Hermon Road (MHR) serves as the main corridor for the San Lorenzo Valley from Highway 17; more than 40,000 vehicles travel on MHR every day. The existing condition of MHR is maintainable; however, over the past few years, cracks and minor “alligatoring” has become more prominent. If left unattended, water would penetrate the pavement surface, damaging the roadway beyond a maintainable state. Should this occur, the road would need to be rebuilt at a cost that is at least twenty times that of micro-surfacing.

Through the formal bidding process, the City received bids from four contractors. Based on the bids received, staff recommends that the City enter into a contract with Graham Contractors Inc., to perform the work. The bids received are listed below:

Graham Contractors	\$269,804.65
American Asphalt	\$275,727.95
Pavement Coatings	\$298,559.45
Bond Blacktop	\$301,316.55

Pursuant to project specifications, Graham Contractors will complete this project within 55 days after approval of the contract.

To reduce traffic impacts associated with the necessary road work, the bid specifications require that the micro-surfacing take place over two weekends (Saturdays and Sundays). The extended hours of work for this project will be from 7:00am to 7:00pm. Attached for Council consideration is the proposed agreement with Graham Contractors, Inc.

FISCAL IMPACT

This project is included in the FY 2016/17 Capital Improvement Program (CIP). The contract cost of approximately \$269,804.65 and will be funded through street development impact fees. There is no General Fund impact.

STAFF RECOMMENDATION

It is recommended that Council approve the attached agreement with Graham Contractors Inc., for the Mount Hermon Road Micro-Surfacing Project.

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Agreement

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**AGREEMENT
CITY OF SCOTTS VALLEY
STATE OF CALIFORNIA**

THIS AGREEMENT, made and concluded that on the **21st day of September, 2016** between the **CITY OF SCOTTS VALLEY**, hereinafter called CITY, and **GRAHAM CONTRACTORS INC.**, hereinafter called CONTRACTOR.

ARTICLE I. WITNESS TO, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by CITY, and under the conditions expressed in the bonds, bearing even date with these presents and hereunto annexed, CONTRACTOR agrees with CITY, at CONTRACTOR'S own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by CITY, necessary to construct and complete the work of the improvement herein referenced in a good workmanlike and substantial manner and to the satisfaction of the CITY'S Director of Public Works, **Mount Hermon Road Micro-Surfacing Project**, in accordance with the special provisions hereto annexed, and also in accordance with the General Prevailing Wage Rates as determined by the Department of Industrial Relations, which said special provisions and General Prevailing Wage Rates are hereby specifically referred to and by such reference made a part hereof.

The work to be done is described in Section 10 "Construction Details and Site Work" of the Special Provisions, which said Special Provisions are hereby made a part of this contract, and is shown upon the plans entitled "**Mount Hermon Road Micro-Surfacing Project**", which said plans are hereby made a part of the contract. **The work shall be completed by November 17, 2016.**

ARTICLE II. CITY hereby promised and agrees with CONTRACTOR to employ, and does hereby employ, CONTRACTOR to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, and hereby contracts to pay the same at the time, in the manner upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V. **CONTRACTOR shall be compensated for satisfactory completion of the work in compliance with the contract documents for the sum of \$269,804.65 in accordance with the payment schedule outlined in the CONTRACTOR'S Bid Form dated September 8, 2016.** CONTRACTOR agrees to receive and accept the prices as set forth in the Bid of CONTRACTOR for the work to be constructed and completed under this Agreement, which prices shall be considered as though repeated herein, subject to additions and deductions as provided therein, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also,

for all loss or damage arising out of the nature of the work aforesaid, or from the action of elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by CITY, and for all the risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of Engineer.

ARTICLES VI. CONTRACTOR shall indemnify and save harmless and defend Owner, its officers, agents, servants and employees, and each of them from and against:

- (a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including CONTRACTOR, or any officer, agent, consultant, servant and/or employee of CITY or CONTRACTOR, and damages to or destruction of property of any person, including but not limited to, CITY and/or CONTRACTOR and their officers, agents, consultants, servants and/or employees, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of CITY or its officers, agents, servants or employees, except the sole negligence or willful misconduct of CITY or its officers, agents, consultants, servants or employees, or the active negligence of CITY, its officers, agents or employees;
- (b) and any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of CONTRACTOR.

CONTRACTOR shall, at CONTRACTOR'S own cost, expense and risk, defend any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against CITY or CITY'S officers, agents, consultants, servants or employees.

CONTRACTOR shall pay and satisfy and judgment, award or decree that may be rendered against CITY or its officers, agents, consultants, servants or employees, in any such suit, action or other legal proceedings;

CONTRACTOR shall reimburse CITY and its officers, agents, servants and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

ARTICLE VII. Prior to the commencement of any work, CONTRACTOR shall provide CITY with evidence that it has obtained insurance and Performance and Payment Bonds satisfying all requirements outlined in the Insurance Certificate. Failure to do so shall be deemed a material breach of this Construction Contract.

ARTICLE VIII. The complete contract for the work of improvement herein referenced consists of the following documents, all of which are hereby expressly made a part hereof and incorporated herein by this reference. CONTRACTOR shall be bound by the requirements and obligations of such documents.

1. Notice To Bidders
2. Bid Form
3. Designation of Subcontractors
4. Bidder's Bond
5. Agreement
6. Bond for Faithful Performance
7. Bond of Security of Laborers and materialperson

8. Standard Specifications, dated July, 1995 and Standard Plans dated July, 1997 of the California Department of Transportation
9. Labor Surcharge and Equipment Rental Rates and the General Prevailing Wage Rates as determined by the California Department of Transportation Division of Construction (all as referenced herein)
10. Plans entitled, "Granite Creek Storm Damage Repair Project"
11. Insurance Certificate
12. Information for Bidders
13. Special Provisions

IN WITNESS WHEREOF, CITY has caused these presents to be executed by its officers hereunto duly authorized, and CONTRACTOR has subscribed same, all on the day and year first above written.

GRAHAM CONTRACTORS INC.,

By: _____

Date: _____

License No. _____

FOR CITY OF SCOTTS VALLEY

By: _____
Donna R. Lind, Mayor

Date: _____

ATTEST:

By: _____
Tracy A. Ferrara, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Kirsten Powell, City Attorney

Date: _____

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 21, 2016

TO: Honorable Mayor and City Council

FROM: Kirsten M. Powell, City Attorney

SUBJECT: **Consideration of Exclusive Negotiation Agreement between the City of Scotts Valley and Foothill Partners, Incorporated**

SUMMARY OF ISSUE

In 2008, the Scotts Valley City Council approved the Scotts Valley Town Center Specific Plan (TCSP), which encompasses approximately 58 acres from Mt. Hermon Road northward to Blue Bonnet Lane, and between Kings Village Road and Skypark Drive. The heart of the Town Center is located between Mt. Hermon Road and Bluebonnet Lane, in which a portion of the land is owned by the City of Scotts Valley and City of Santa Cruz. The TCSP is a document designed to guide mixed-use development that will become the focal point of the City, establishing a unique, cohesive identity. Over the past several years, the City has collaborated with a variety of developers to facilitate the Town Center project. Unfortunately, due to complex environmental issues coupled with fluctuations in the economic cycle due to the Great Recession, the project did not come to fruition.

Since that time, the economy has improved, resulting in increased development in Scotts Valley. Foothill Partners, Incorporated ("Foothill"), a northern California based retail property owner/developer who had entered into an Executive Negotiation Agreement (ENA) with the City in 2010, recently expressed interest in the Town Center project given changes in market conditions. Founded in 1994, Foothill is a northern California based retail property owner/developer focused on development and ownership of infill and neighborhood retail environments. Foothill acquires, develops, and manages projects in partnership with institutional real estate equity funds. Recent projects include the Uptown Monterey Shopping Center, Bridgeside Center in Alameda, El Dorado Hill Town Center, and El Cuartel Nuevo in Monterey.

Attached for Council consideration is an ENA between the City and Foothill. The purpose of the ENA is to establish procedures and standards for the negotiation by the City and the developer allowing for the acquisition of property and the development of the Town Center project. Under the ENA, the City is prohibited from discussing other options for the property's use or sale during the negotiating period. The proposed term of the agreement is 180 days after an option to purchase the City of Santa Cruz parcels is obtained. The developer will then negotiate the terms of a disposition agreement to acquire the properties necessary for the project and determine the final design of the

Town Center. During that time, the developer will be required to provide the following information to the City:

1. Detailed Schedule for the Preparation of a Development Plan
2. Analysis of Best Uses for the Site Consistent with the Specific Plan
3. Financial Model, Including Sources and Uses of Funds and Financial Pro Forma
4. Conceptual Development Plans

Depending on the length of time it takes for negotiate and acquire the Santa Cruz properties, completion of the terms of the agreement could be as long as 2 years.

FISCAL IMPACT

There is no fiscal impact associated with entering into this agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Exclusive Negotiation Agreement with Foothill Partners, Incorporated.

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EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of September ____, 2016 ("**Effective Date**"), between the **CITY OF SCOTTS VALLEY**, a municipal corporation organized under the laws of the State of California ("**City**"), and **FOOTHILL PARTNERS, INCORPORATED**, a California Partnership and ("**Developer**"). City and Developer are hereinafter sometimes referred to collectively as the "**Parties**" or individually as a "**Party**".

I. NEGOTIATIONS

City is the owner of those certain properties located on Mt. Hermon Road designated as Assessor's Parcel Numbers ("**APN**") 022-721-06, 022-212-19, and 022-601-01 ("**City Property**"). City intends to begin negotiations with the City of Santa Cruz ("**Santa Cruz**") to obtain an option to purchase APN 022-721-07, 022-721-08, and 022-721-09 ("**Santa Cruz Option**"), which are owned by Santa Cruz ("**Santa Cruz Property**"). The City Property and the Santa Cruz Property are hereinafter referred to as the "**Site**". The Site is proposed to be developed as a mixed use retail and housing project known as the Scotts Valley Town Center. In 2009, the City adopted the Town Center Specific Plan ("**Specific Plan**") which delineates the vision of the City for the Scotts Valley Town Center.

City shall use commercially reasonable good faith efforts to negotiate the Santa Cruz Option on terms acceptable to City and Developer. If the Santa Cruz Option is not agreed to within 180 days after the Effective Date, or Developer determines that the final terms of the Santa Cruz Option acceptable to City are not acceptable to Developer, Developer may terminate this Agreement. Upon acceptance of the Santa Cruz Option by City and Developer, City shall enter into the Santa Cruz Option and deliver a copy thereof to Developer.

Developer is interested in developing the Scotts Valley Town Center. Pursuant to the terms of this Agreement, City and Developer shall negotiate in good faith, for the Negotiation Period stated in **Section II** below, the terms of an agreement ("**Disposition Agreement**") to be entered into between City and Developer concerning Developer's purchase and development of the Site. City agrees, for the Negotiation Period stated in **Section II** below, not to negotiate with any other person or entity regarding the sale or development of the Site. Nothing in this Agreement shall be deemed a covenant, promise, or commitment by Developer, City, or any department of City, with respect to Developer's acquisition of the Site or any portion thereof, or the approval of development thereon. Developer's and City's acceptance of this Agreement is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving full and final discretion and approval by City as to any actions required of it. No project is defined by this Agreement.

II. NEGOTIATION PERIOD

City and Developer agree to negotiate for a period of one hundred eighty (180) calendar days from the date City enters into the Santa Cruz Option on the terms of a Disposition Agreement; provided however that, upon written request of Developer, the City Manager may in his/her sole and absolute discretion extend the exclusive negotiation period for two (2) successive periods of sixty (60) days each. The first 180-day period plus any extension as provided herein, to the extent such extension is granted, and is referred to in this Agreement as the "Negotiation Period". If, upon the expiration of the Negotiation Period, City and Developer

have not approved and executed a Disposition Agreement, then this Agreement shall automatically terminate and Developer shall have no further rights regarding the subject matter of this Agreement or the Site, and City shall be free to negotiate with any other persons or entities with regard to the Site and each and every portion thereof.

III. OBLIGATIONS OF CITY

City will provide to Developer, at Developer's cost, a copy of the following documents if and to the extent they are in the possession of City or reasonably accessible to City and provided such documents are not exempt from disclosure under the California Public Records Act: (i) plans and specifications for the existing buildings on the Site, (ii) boundary and topographic survey for the property, (iii) reports related to the environmental condition of the Site, (iv) all other reports, surveys and other materials the City Manager, in his/her reasonable discretion, deems relevant to the redevelopment of the Site. City shall make a reasonable effort to deliver such documents to Developer concurrent with the execution of this Agreement, but not later than fourteen (14) days thereafter. The date on which City delivers such documents to Developer is defined for the purposes of this Agreement as the "**Delivery Date**". Developer acknowledges that all documents provided by City to Developer are provided by City without any representation, warranty, or guaranty as to their accuracy or completeness and City expressly disclaims any responsibility or liability for any reliance placed by Developer or any person on such documents.

IV. OBLIGATIONS OF DEVELOPER

A. Schedule and Delivery for Preparing Development Plan.

Within one hundred twenty (120) days after the Delivery Date, Developer, at its cost, shall provide the City Manager with a detailed schedule ("**Schedule**") for the preparation of a development plan (the "**Development Plan**") for the Site which shall include the deliverables required of Developer under this Agreement and which shall also identify the other reports, analysis, studies, and documents that Developer intends to deliver to the City Manager and the time frames for delivery.

B. Study of Proposed Uses.

Within one hundred eighty (180) days after the Delivery Date, Developer, at its cost, shall provide to the City Manager a general analysis of the best uses for the Site consistent with the Specific Plan.

C. Proposed Financial Model.

Within one hundred eighty (180) days after the Delivery Date, Developer, at its cost, shall provide the City Manager with (i) a proposed financial model for the project, and (ii) possible sources and uses of funds and financial pro forma for the development.

D. Development Plans and City Manager Approval.

Within one hundred eighty (180) days after the Delivery Date, Developer, at its cost, shall submit to the City Manager conceptual development plans for the Site (the "**Plans**"). The Plans shall include, in addition to any other elements as the City Manager may reasonably require during the Negotiation Period, the following: (i) a site plan showing the proposed

demolition of some or all of the existing improvements on the Site, reuse of some or all of the existing improvements on the Site, and/or new construction proposed for the Site, (ii) type of commercial uses and proposed square footage of each building proposed, and points of pedestrian and vehicular ingress and egress from the Site; and (iii) letters of interest from identified users acceptable to the City Manager. All fees and expenses for engineers, architects, financial consultants, legal, planning or other consultants retained by Developer to perform Developer's obligations set forth in this Agreement shall be the sole responsibility of Developer. City shall not be obligated to pay or reimburse any such fees and expenses incurred by Developer whether or not this Agreement is eventually terminated or extended, or whether or not a Disposition Agreement is entered into between City and Developer. Nothing herein reduces or eliminates any requirements of City or any other governmental entity with jurisdiction over the Site.

E. Developer's Findings and Reports to City Manager.

Developer, at its cost, shall, at the request of the City Manager, make periodic oral progress reports on all matters and all studies being made related to Developer's acquisition and development of the Site and other matters under negotiation to the extent that they do not include confidential matters. Developer, at its cost, shall participate in workshops, meetings, or presentations concerning the Site as reasonably requested by the City Manager.

F. Costs.

Each Party shall bear its own costs associated with this Agreement and the negotiations with Developer, including, but not limited to: (i) legal costs incurred to negotiate and prepare the Disposition Agreement, and (ii) any consultant fees and professional services fees.

G. Purchase Price.

Developer and the City Manager shall negotiate a proposed purchase price for the Site to be included in the Disposition Agreement. While the parties expect to negotiate with existing data, it is recognized that an appraisal may be necessary. In such event, City shall notify Developer and the parties shall mutually agree upon the terms and obligations for such an appraisal.

H. Non-Assignability of Agreement.

1. The qualifications and identity of Developer and its principals are of particular concern to City. It is because of these qualifications and identity that City has entered into this Agreement with Developer. During the Negotiation Period, no voluntary or involuntary successor-in-interest of Developer shall acquire any rights or powers under this Agreement. Developer shall not assign all or any part of this Agreement or any rights in or under this Agreement, without the prior written approval of the City Manager, which approval may be given or withheld in City Manager's sole and absolute discretion.

2. Developer shall notify the City Manager in writing of any and all changes whatsoever in the identity of the business entities or individuals in control of Developer.

I. Acknowledgments and Reservations,

1. Neither Party may withdraw from negotiations during the term of this Agreement. If this Agreement expires or is terminated in accordance with its terms, or a Disposition Agreement is not executed by both City and Developer, neither City nor Developer shall be under any further obligation to each other regarding the disposition of the Site or the development thereof.

2. Developer acknowledges that no provision of this Agreement shall be deemed to be an offer or proposal by City to Developer, nor an acceptance by City of any offer or proposal from Developer, for City's conveyance of any interest in the Site, or any portion or parcel thereof, to Developer or for City to provide any financial or other assistance to Developer for development of the Site.

J. Developer Financial Disclosure.

City reserves the right to obtain further information, data, and commitments to ascertain the ability and capacity of Developer to develop the Site. Developer acknowledges that it may be requested to make certain confidential financial disclosures to City, its staff or legal counsel, as part of the financial due diligence investigations of City relating to the potential disposition of the Site and its development. City and Developer recognize that such financial disclosures may contain sensitive information relating to other business transactions of Developer, that the disclosure of such information to third parties could impose commercially unreasonable and/or anti-competitive burdens on Developer and, correspondingly, diminish the value or fiscal benefit that may accrue to City upon the disposition of the Site and development thereof by Developer, if a Disposition Agreement is entered into between City and Developer. Accordingly, City agrees to maintain the confidentiality of any business records of Developer disclosed to City, except as City Attorney reasonably determines must be disclosed pursuant to the California Public Records Act or other applicable law.

K. Press Releases.

Developer agrees to obtain the approval of City Manager prior to publication of any press releases Developer may propose relating to the disposition or development of the Site.

V. REMEDIES

A. Default and Breach.

1. Failure by either Party to perform any material term or provision of this Agreement shall constitute a "default" under this Agreement. If the Party who is claimed to be in default by the other Party commences to cure, correct or remedy the default within five (5) business days after receipt of written notice specifying such default and diligently completes such cure, correction or remedy within ten (10) business days after the expiration of such 5-business day period (for a total of fifteen [15] business days to cure the default), such Party shall not be in default under this Agreement. In no event shall any time to cure, correct or remedy a default extend the Negotiation Period.

2. The Party claiming that a default has occurred shall give written notice of default to the Party claimed to be in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default.

006

3. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

4. In no event shall City's or City's disapproval or conditional approval of the Plans, the Disposition Agreement, any CEQA review, or any other matters that require City's or City's approval pursuant to this Agreement or applicable law constitute a default under this Agreement by City.

B. Remedies for Breach and Release of Claims.

1. In the event of a default of this Agreement, the Party who is not in default shall have the right to terminate this Agreement by serving written notice of termination on the other Party. City and Developer each acknowledge and agree that their respective *sole and exclusive remedy* upon the breach of this Agreement by the other is to terminate this Agreement, without cost, expense, or liability to either Party.

2. It is the intention of both City and Developer to be bound by the limitation on remedies set forth in this **Section V**, and City and Developer hereby release any and all claims against each other for monetary damages or other legal or equitable relief related to any default of this Agreement, whether or not any such released claims were known or unknown to either City or Developer as of the Effective Date. City and Developer each waive the benefits of California Civil Code Section 1542 and all other statutes and judicial decisions (whether state or federal) of similar effect with regard to the limitations on damages and remedies and waivers of any such damages and remedies contained in this **Section V.B.**

C. Surviving Clause.

This **Section V** shall survive the expiration of the Negotiation Period and any termination of this Agreement for whatever reason.

VI. INDEMNIFICATION, RIGHT OF ENTRY, INSURANCE, AND OTHER ISSUES

A. Indemnification.

Developer shall defend, indemnify and hold harmless (collectively, "**Indemnify**") City and its officers, officials, members, employees, agents, representatives, and volunteers, from and against all loss, liability, liens, costs and expenses, including reasonable attorney fees (collectively, "**Claims**"), for bodily injury, death and property damage caused by the acts or omissions of Developer or its employees, agents, or representatives in connection Developer's Due Diligence Investigations and the Right of Entry described in **Sections VI. B., C., D., and E.** below, except to the extent such Claims are caused by the negligence or willful misconduct of City or its officers, officials, members, employees, agents, representatives, or volunteers acting in an official capacity, and City shall Indemnify Developer for such Claims. The provisions of this **Section VI.A.** shall survive the expiration or early termination of this Agreement for any reason whatsoever.

B. Right of Entry.

1. In connection with Developer's due diligence investigations of the Site, City hereby grants to Developer, and its affiliates, agents, contractors and employees, a license (the "**License**") to enter upon those parcels owned by City in order to conduct any and all inspections, investigations, tests and studies (including, without limitation, architectural inspections, engineering tests, soils, seismic and geologic reports and environmental testing) with respect to the Site ("**Developer's Due Diligence Investigations**") as Developer may reasonably elect to make, all at Developer's sole cost and expense. Developer shall notify the City Manager, which may be by written or telephonic notice, prior to a planned entry on the Site and provide information to the City Manager as to the purpose of the planned entry and the estimated time for completing the particular Due Diligence Investigation. All Due Diligence Investigations performed on or adjacent to the Site shall be undertaken in conformance with all City requirements, including obtaining any and all permits. For those properties not owned by the City, Developer shall obtain the prior written consent of the City of Santa Cruz as provided in the Santa Cruz Option before entering and/or conducting any tests on those properties. The City shall assist Developer in obtaining such consent. Developer shall provide City with copies of all reports, test results, studies or other documents derived from the investigations of the Site, but without representation or warranty as to the content, analyses or conclusions contained therein.

2. Unless the License is terminated prior to the expiration of this Agreement, the License shall terminate and be void as of the expiration or earlier termination of this Agreement.

C. Limitations.

Developer shall cause to have its Due Diligence Investigations conducted in accordance with all laws applicable thereto, and in a good and workmanlike manner.

D. Lien Free.

Developer shall keep the Site free and clear of any mechanic's or materialmen's liens arising out of Developer's Due Diligence Investigations. The provisions of this **Section VI.D.** shall survive the expiration or early termination of this Agreement for any reason whatsoever.

E. Obligations Upon Expiration/Termination.

Upon the earlier of (i) the termination of the License, or (ii) the expiration or earlier termination of this Agreement, Developer shall promptly (A) repair any damage to the Site caused by Developer's or any of its representatives' entry thereon, and (B) remove Developer's or any of its representatives' personal property from the Site. The provisions of this **Section VI.E.** shall survive the expiration or early termination of this Agreement for any reason whatsoever.

F. Insurance.

1. Prior to any entry on the Site by Developer or its employees, agents, representatives, consultants, or contractors, Developer shall procure and maintain, at its sole cost and expense, for the period of such entry, the following policies of insurance:

- a. Commercial General Liability insurance written on a per

occurrence basis in an amount not less than One Million (\$1,000,000.00) per occurrence and Business Auto Coverage, written on a per accident basis, in an amount not less than One Million (\$1,000,000.00) per accident.

b. If applicable, Worker's Compensation insurance providing statutory benefits as required by California law.

2. All of the insurance policies required hereunder, except the Worker's Compensation insurance, shall comply with the following requirements:

a. All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of B++ or better and a minimum financial size VII.

b. The Commercial General Liability policy shall be endorsed to name City and its officers, officials, members, employees, agents, and volunteers as additional insureds.

c. All of Developer's insurance shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Developer's insurance and shall not contribute with it.

d. The policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

3. Prior to any entry onto the Site by Developer, or its employees, agents, representatives, consultants, or contractors, Developer shall provide the City Manager with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide 30 days written notice to City of any cancellation of coverage and ten (10) days for non-payment of premiums. In the event any of such policies of insurance are reduced in limits or cancelled for any reason, Developer shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this **Section VI**.

4. Developer shall not enter upon the Site for the purpose of the Due Diligence Investigations until Developer has provided the City Manager with the required Certificate of Insurance.

VII. MISCELLANEOUS

A. Compliance with Law.

Developer acknowledges that any Disposition Agreement, if approved by City, will require Developer (among other things) to carry out the development of the Site in conformity with all applicable laws.

B. City Reservation of Discretion and Required Approvals.

No Disposition Agreement between City and Developer shall have any force or effect nor shall City be deemed to be a party to any agreement for the acquisition of or disposition of real or personal property, until the terms and conditions of a Disposition

Agreement are considered and approved by the governing body of City, in the City governing body's sole and absolute discretion, following the conclusion of a duly noticed public hearing, as required by law, and to the extent required by law, following the conclusion of a duly noticed public hearing, as required by law, of the City Council of City. Developer expressly acknowledges and agrees that the City shall not be bound by any statement, promise, or representation made by City staff during the course of negotiations of a Disposition Agreement and that City shall only be legally bound upon the approval of a Disposition Agreement by City's City Council, in the City Council's sole and absolute discretion, following a duly noticed public hearing, as required by law, and to the extent required by law, following a duly noticed public hearing, as required by law, of the City Council.

C. Third-Party Beneficiaries.

None of the terms or provisions of this Agreement are intended to benefit any person or entity other than City or Developer. No affiliate or joint venturer or partner of Developer has any rights pursuant to this Agreement.

D. No Broker or Finder.

Neither City nor Developer has employed a broker or finder in connection with this Agreement.

E. Governing Law: Venue: Attorneys' Fees.

City and Developer agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the internal laws of the State of California without application of principles of conflicts of law. City and Developer acknowledge and agree that this Agreement was negotiated and entered into in the City of Scotts Valley, California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Santa Cruz, or in the Federal District Court of the applicable federal district of California. In the event of any litigation between the parties hereto, the prevailing party shall be entitled to receive, in addition to the relief granted, its reasonable attorneys' fees and costs and such other costs incurred in investigating the action and prosecuting the same, including costs for expert witnesses, costs on appeal, and for discovery.

F. Partial Invalidity.

If any term or provision or portion thereof of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

G. Waivers.

No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach or such provision, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act or any waiver of any provision of this Agreement shall be enforceable against City or Developer, unless made in writing and executed by both City and

Developer.

H. Notices.

All notices under this Agreement shall be delivered by personal delivery, by a reputable same-day or overnight courier service, or by mailing in the U.S. mail by prepaid certified mail, or by electronic transmission provided the sender receives written confirmation of receipt of the transmission and delivers the original of such transmission to the other Party within one (1) business day thereafter by one of the other means described herein. Notices shall be directed to the respective Parties as follows:

If to City:

City of Scotts Valley
Attention: City Manager
One Civic Center Drive
Scotts Valley, CA 95066
Tel: 831-440-5600
Fax: 831-438-2793
Email: jharuyama@scottsvalley.org

If to Developer:

Foothill Partners, Inc.
Attention: Douglas Wiele
1121 White Rock Road, Suite 205
El Dorado Hills, CA 95762
Tel: 916-939-9890
Email: dwiele@foothillpartners.com

A Party may change the address for delivery of notices to it as such Party may from time to time designate in writing to the other Party by a written notice conforming to the requirements of this **Section VII.H**. Notices delivered by personal delivery, or same-day or overnight courier service, or facsimile transmission, shall be effective upon receipt (provided that any notices received after 5:00 p.m. on a business day shall not be deemed received until 9:00 a.m. the next business day). Notices delivered by mail shall be effective as of Noon on the date of receipt or refusal of delivery shown on the return receipt.

I. Calendar Days and Business Days.

As used herein, the term "days" shall mean calendar days unless the term "business days" is used. As used herein, a "business day" shall mean a day that Scotts Valley City Hall is open for business to the general public. Developer acknowledges that Scotts Valley City Hall is closed for holidays designated by the State of California or by ordinance or resolution of the City Council of the City. If the date on which City or Developer are required to take any action pursuant to the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

J. Construction.

Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of reference of City and Developer and are not a part of this

Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the other of City or Developer but rather as if both City and Developer prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. If any exhibits are referred to in this Agreement, such exhibits are either attached to this Agreement or incorporated into this Agreement by reference.

K. Non-liability of City Officials, Officers, and Employees.

No officer, official, member, employee, agent, representative, or volunteer of the City shall be personally liable to Developer, or any successors in interest, in the event of any default or breach by City of this Agreement, or for any amount which may become due to Developer or to any successors under this Agreement, or for breach of any obligation of the terms of this Agreement.

L. Time of the Essence.

Time is of the essence in this Agreement and of each and every term and provision hereof, it being understood that the Parties hereto have specifically negotiated the dates or time limits for the completion of each obligation herein.

M. Entire Agreement: Amendment.

This Agreement sets forth the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes all prior discussions and negotiations between the Parties with respect thereto. No amendment to this Agreement shall be effective unless set forth in a writing signed by an authorized signatory of each Party.

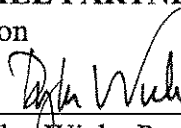
N. Counterparts.

This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect upon all of the Parties hereto signing this Agreement.

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the Effective Date:

DEVELOPER:

FOOTHILL PARTNERS, INC., a California corporation

By: 
Douglas Wiele, President

Date: September 15, 2016

CITY:

CITY OF SCOTTS VALLEY, a _____

By: _____
Jenny Haruyama, City Manager

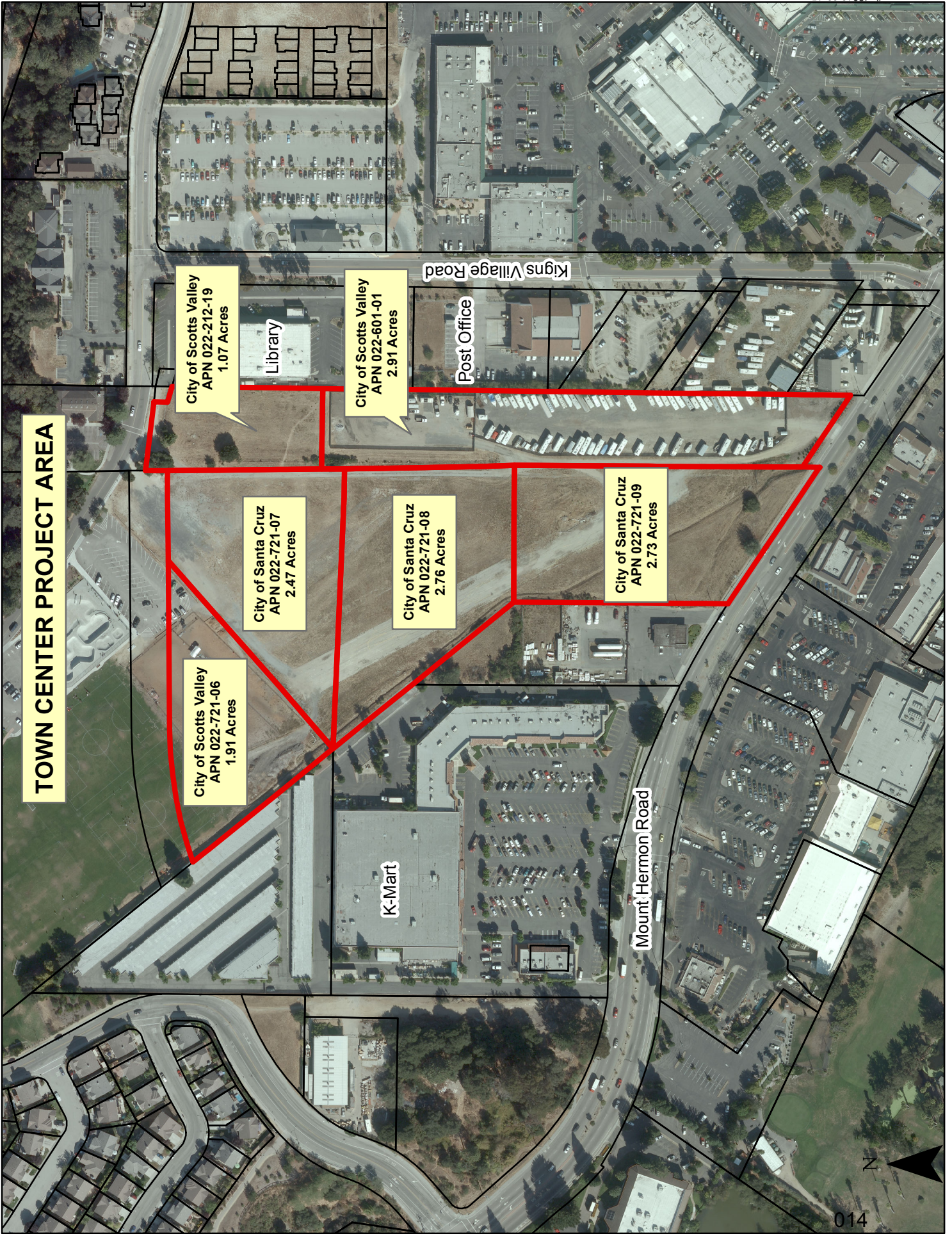
Date: _____

APPROVED AS TO FORM:

By: _____
Kirsten Powell, City of Attorney

EXHIBIT A

Site Map
[See Following Page]



TOWN CENTER PROJECT AREA

City of Scotts Valley
APN 022-212-19
1.07 Acres

City of Scotts Valley
APN 022-601-01
2.91 Acres

City of Santa Cruz
APN 022-721-07
2.47 Acres

City of Santa Cruz
APN 022-721-08
2.76 Acres

City of Santa Cruz
APN 022-721-09
2.73 Acres

City of Scotts Valley
APN 022-721-06
1.91 Acres

K-Mart

Post Office

Library

Kings Village Road

Mount Hermon Road



City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 21, 2016

TO: Honorable Mayor and City Council

FROM: Jenny Haruyama, City Manager

SUBJECT: **CONSIDER APPROVAL OF THE FINAL EXPENDITURE PLAN FOR A COUNTYWIDE TRANSPORTATION 1/2-CENT SALES TAX MEASURE TO BE PLACED ON THE NOVEMBER 2016 GENERAL ELECTION BALLOT**

SUMMARY OF ISSUE

On June 16, 2016, the Santa Cruz County Board of Supervisors made minor modifications to its County Regional Transportation Commission (RTC) Transportation Improvement Plan and adopted the final ballot measure ordinance and Expenditure Plan for a ½-cent sales tax measure that will be placed on the November 2016 Ballot. If passed by voters, a ½-cent sales tax will provide funding to address a wide range of regional and local transportation needs.

The transportation measure must be approved by a super-majority of voters (2/3) in Santa Cruz County. The proposed ballot measure includes five primary areas of transportation investment: (1) neighborhood projects – including direct allocations to cities and the county to maintain and improve the local street and road network; (2) highway corridors; (3) mobility access; (4) analysis for rail transit and non-rail options for the corridor; and, (5) active transportation. This comprehensive and inclusive approach ensures that whatever mode of transportation a person uses, there would be support for enhancements that help get everybody moving.

Funds generated by the proposed measure was based on a formula developed by local city managers and the County of Santa Cruz and is expected to be distributed quarterly. The distribution is based on each jurisdiction's proportional share of the countywide population (29%), lane miles of roadway (39%) and site where the Measure Revenues (transaction and use tax) is generated (32%). Population, road mile, and tax site generation figures will be updated each year based on the latest available data.

The final Expenditure Plan (Page 1, Exhibit A) approved by the RTC provides a breakdown of how revenues from a new half-cent sales tax would be distributed. Approximately 30% of the revenues will be distributed to local jurisdictions. Local jurisdictions could use these direct allocations on local street and road pavement projects, pothole repairs, school and neighborhood traffic safety projects, bicycle and

pedestrian projects, and operational improvements. The following amounts are expected to be distributed to local jurisdictions each year (in 2016 dollars):

<i>Capitola</i>	<i>Santa Cruz</i>	<i>Scotts Valley</i>	<i>Watsonville</i>	<i>Santa Cruz County</i>
\$340,000	\$1.1M	\$245,000	\$770,000	\$2.5M

The City of Scotts Valley is expected to receive approximately \$245,000. The City Council will have completed discretion as to how the funds are allocated within its jurisdiction.

In addition to funds distributed to local jurisdictions, the Expenditure Plan includes funding for the Santa Cruz Metropolitan Transit District for public transit and paratransit service for seniors and people with disabilities; Community Bridges paratransit service; auxiliary lanes on Highway 1 down to State Park Drive; construction and maintenance for the Monterey Bay Sanctuary Scenic Trail; and a cost analysis for transit service options in the 32-mile rail corridor and rail corridor maintenance.

Building on the framework in the Regional Transportation Plan, the proposed Transportation Improvement Plan helps move forward key regional projects in the transportation network, and positions Scotts Valley to continue to improve traffic flow and support ongoing and future infrastructure needs.

FISCAL IMPACT

It is anticipated that the ½-cent sales tax will generate \$17 million per year, with 30% of the revenue designated for neighborhood projects implemented by local jurisdictions. The City of Scotts Valley would receive an estimated \$245,000 annually. This funding would augment the Capital Improvement Program for street, pedestrian, bike, and safe routes projects, providing the Council authority allocate the funds.

STAFF RECOMMENDATION

It is recommended the City Council approve Resolution No. 1923, approving the final Santa Cruz County Transportation Improvement Plan/Expenditure Plan (Exhibit A) prepared for the expenditure of the revenues expected to be derived from the countywide transportation sales tax proposed by the Santa Cruz County Regional Transportation Commission (RTC), pursuant to Chapter 5 of Division 19 of the California Public Utilities Code.

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RESOLUTION NO. 1923

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTT VALLEY APPROVING THE FINAL EXPENDITURE PLAN FOR A COUNTYWIDE TRANSPORTATION ½-CENT SALES TAX MEASURE TO BE PLACED ON THE NOVEMBER 8, 2016 GENERAL ELECTION BALLOT

WHEREAS, new local revenues that cannot be taken by the state are needed to prevent further deterioration of roads and maintain them in good condition; reduce traffic congestion; maintain transportation services for seniors and people with disabilities; reduce collisions and improve traffic flow on local highways; provide safe and accessible crosswalks, ramps, and sidewalks; and create safe bicycle routes; and

WHEREAS, there is strong recognition of need for infrastructure improvements and acknowledgement that the local multi-modal transportation network serves all sectors of our community; and

WHEREAS, the most recent approved Regional Transportation Plan includes joining 85% of California's population to become a "Self Help County" by approving a ½ cent sales tax; and

WHEREAS, after receiving feedback from residents throughout Santa Cruz County on their priorities for the multimodal transportation system, the Santa Cruz County Regional Transportation Commission has determined that the community places a high priority on preserving and maintaining existing infrastructure, maintaining transit service for seniors and people with disabilities, reducing traffic congestion, improving safety, and expanding options for traveling within Santa Cruz County; and

WHEREAS, the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. ("Act"), generally authorizes a local transportation authority to place a ballot measure before the voters of the county to authorize a retail transactions and use tax to fund transportation-related projects and programs ("Transportation Tax"), upon the approval of two-thirds of the electors voting upon the measure; and

WHEREAS, the Santa Cruz County Regional Transportation Commission as the transportation planning agency of the County of Santa Cruz is also acting as the Local Transportation Authority for purposes of the Act including imposing a Transportation Tax; and

WHEREAS, the City of Scotts Valley is represented on the Santa Cruz County Regional Transportation Commission (RTC) along with representatives from each of the other three cities in the county, the County of Santa Cruz, the Metropolitan Transit District and an ex-officio representative from Caltrans; and

WHEREAS, a one-half cent sales tax established locally would generate approximately seventeen million dollars (\$17 million) per year solely for transportation projects in Santa Cruz County; and

WHEREAS, local funding measures for transportation strengthen our local economy by creating jobs and providing mobility and access for all transportation system users; and

WHEREAS, the City of Scotts Valley is expected to receive approximately \$245,000 million in funding for local road and transportation projects, giving the City Council authority to determine how the funds are expended.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Scotts Valley that, consistent with California Public Utilities Code Section 180206, it hereby approves the final transportation expenditure plan (Exhibit A) prepared for the expenditure of the revenues expected to be derived from the tax proposed for the November 8, 2016 ballot by the Santa Cruz County Regional Transportation Commission pursuant to Chapter 5 of Division 19 of the California Public Utilities Code.

BE IT FURTHER RESOLVED that the City Council of the City of Scotts Valley encourages the voters of the City of Scotts Valley to support the measure once it is placed on the November 8, 2016 general election ballot.

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 21st of September, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Approved: _____
Donna Lind, Mayor

Attest: _____
Tracy A. Ferrara, City Clerk

Exhibit A:
Santa Cruz County
2016 Transportation Improvement Plan - Expenditure Plan
- Approved by the RTC board on June 16, 2016-

Overview

The 2016 Transportation Improvement Plan (TRIP) - Expenditure Plan for Santa Cruz County provides a balanced vision to improve, operate and maintain Santa Cruz County's transportation network. The plan will provide safer routes to schools for local students; maintain mobility and independence for seniors and those with disabilities; invest in bicycle and pedestrian pathways and bridges on an unprecedented scale; repave roadways, repair potholes and improve safety on local streets; ease congestion on major roadways; and invest in transportation projects that reduce the pollution that causes global warming.

SUMMARY OF TRANSPORTATION INVESTMENTS	% of Funds
Neighborhood Projects	30%
Direct Allocation to Cities and County	
Local roadway pavement repair and operational improvements, school and neighborhood traffic safety projects, bicycle and pedestrian projects	
San Lorenzo Valley Hwy 9 Corridor Improvements - \$10 million	
Highway 17 Wildlife Crossing - \$5 million	
Highway Corridors	25%
Highway 1 Corridor	
Auxiliary lanes that separate entering and exiting traffic from through lanes to improve traffic flow and safety: 41st Ave-Soquel Dr; Bay/Porter-Park; State Park-Park	
Bicycle and pedestrian over-crossings	
Traveler Information and Transportation Demand Management	
<i>Example Programs:</i> Cruz511, Carpool/Vanpool Programs	
Highway Safety and Congestion Reduction Programs	
<i>Example Programs:</i> Freeway Service Patrol and Safe on 17 Enforcement	
Transit for Seniors and People with Disabilities	20%
Direct Allocation to Service Providers	
Santa Cruz METRO (16%)	
Community Bridges Lift Line Paratransit Service (4%)	
Active Transportation	17%
Monterey Bay Sanctuary Scenic Trail (Coastal Rail Trail)	
Bike and pedestrian trail construction; maintenance, management and drainage of rail and trail corridor; install conduit for internet and electrical services	
Rail Corridor	8%
Infrastructure Preservation and Analysis of Options	
<i>Example Projects:</i> Analysis (including environmental analysis) of both rail transit and non-rail options for the corridor; rail line maintenance and repairs	
Total	100%

DESCRIPTION OF PROJECTS AND PROGRAMS TO BE FUNDED

The Expenditure Plan identifies transportation projects to be funded from a new one-half of one percent transactions and use tax, to be collected for thirty (30) years, if two-thirds of voters approve the ballot measure in 2016. The Expenditure Plan is presented to the voters of Santa Cruz County as a means to address insufficient funding to meet current and projected transportation needs in Santa Cruz County. Given current sales tax receipts, one-half of one percent transaction and use tax is expected to generate \$17 million a year in 2016 dollars, totaling approximately \$500 million for transportation investments. These local funds can be used to leverage state and federal transportation funds that would otherwise be unavailable. The investments described in the Expenditure Plan reflect the best efforts to achieve consensus among varied transportation needs of Santa Cruz County residents.

Three types of investments are funded in the Expenditure Plan: investment categories which are allocated a percentage of net revenues, capital investments which are allocated specific dollar amounts, and ongoing direct allocations of a percentage of net revenues to cities, the County of Santa Cruz, and transit operators for capital projects and operations. The following describes the investments funded by the Santa Cruz County 2016 Transportation Improvement Plan - Expenditure Plan.

Neighborhood Projects – 30% per year

Direct Allocation to Cities and County

The existing local street and road, bicycle, and pedestrian systems are critical to the everyday movement of people within the county. Much of the local roadway system is aging, has potholes, and is in need of major repair. Continued deferred maintenance will result in an exponential increase in the cost of maintaining the roadway system. Additionally, many sections of the county currently have inadequate facilities for bicyclists and pedestrians to travel safely. Current resources, without generation of new revenues for transportation, cannot provide adequate funding to maintain the local roadway system at the level necessary to adequately serve the public or expand the bicycle and pedestrian system to encourage more users.

Approximately \$135 million (\$4.5 million per year) in Measure Revenues will be allocated to the cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville and the County of Santa Cruz for transportation projects. Projects to be funded with Measure Revenues may include: fixing potholes, local roadway repairs, rehabilitation, reconstruction and intersection improvements; new and improved sidewalks, crosswalks and bicycle lanes and paths, especially near schools; and other transportation projects as necessary for the benefit of residents in those jurisdictions. The County of Santa Cruz and the cities of Capitola, Santa Cruz, Scotts Valley and Watsonville, who are best able to determine their local transportation needs, shall each prepare an annual report through a public process to identify how they plan to spend their share of measure funds and how measure funds were spent in the prior year.

Funds will be distributed at least quarterly to cities and the County of Santa Cruz based on each jurisdiction's proportional share of the countywide population (29%), lane miles of roadway (39%) and site where the Measure Revenue from the transaction and use tax is generated (32%). Population, road mile, and tax site generation figures will be updated each year based on the latest available data.

San Lorenzo Valley Highway 9 Corridor

Ten (\$10) million in Measure Revenues is designated for transportation projects improving travel for residents of San Lorenzo Valley. Example projects may include:

- Safety projects for people walking, biking or driving in the Highway 9 corridor through San Lorenzo Valley
- Projects that provide safe access to schools along or near Highway 9
- Intersection and signal improvements
- Bicycle lanes, paths and/or signage
- Accessible pedestrian crosswalks and sidewalks, including lighting and flashing pedestrian beacons that increase visibility
- Improved access to bus stops and bus service

Highway 17 Wildlife Crossing

Highway 17 is a major connection between the Monterey Bay Region and San Francisco Bay Area. The dense traffic, concrete median barriers, and lack of drainage culverts and/or bridge undercrossings makes Highway 17 a major barrier for wildlife moving through the Santa Cruz Mountains. Mountain lions, bobcats and deer have all been hit trying to cross Highway 17 which also makes it dangerous for the motorists. Five (\$5) million in Measure Revenues will be allocated for construction of a safe passage for wildlife to cross under Highway 17. This project will improve safety for both drivers and wildlife.

Highway Corridors – 25%

Aging highway systems continue to operate under high traffic volumes as population, and thus demand for moving people and goods increases. State highways provide essential mobility for Santa Cruz County residents, businesses, and visitors. The highway corridors are the region's main thoroughfares with Highway 1 carrying over 100,000 people daily. Measure Revenues are needed to improve traffic flow and safety as state and federal formula funds do not fund most highway improvements in Santa Cruz County. Measure Revenues (25% or approximately \$125 million total) will be allocated to Highway 1 and Highway 17 corridor projects to increase the safety and efficiency of these corridors in Santa Cruz County.

Highway 1 Corridor

Highway investments included in the Expenditure Plan, improve traffic flow and safety on Highway 1, especially for South County and Mid-County commuters, small businesses, bus riders and first responders (law enforcement, fire, medical) by adding auxiliary lanes between three interchanges: 41st Ave-Soquel Dr; Bay Ave/Porter St-Park Ave; and State Park Dr-Park Ave. Auxiliary lanes are lower cost highway projects that can improve flow by separating entering or exiting traffic from the through lanes. Approximately 10% of all of the injuries and fatalities in

Santa Cruz County in 2013 occurred between Soquel Dr and Park Ave on Highway 1. Auxiliary lanes can help to improve safety on this high traffic volume corridor.

New bridges for cyclists and pedestrians

Highways can separate neighborhoods and make it harder to ride a bike or walk to access locations of interest. In order to improve bicycle and pedestrian movement between neighborhoods, employment, retail, medical, and recreation sites on either side of Highway 1, Measure Revenues can be used to construct bicycle/pedestrian bridges crossing over Highway 1 including crossings in Live Oak near Chanticleer Avenue and in Aptos/Seacliff near Mar Vista Elementary School. Measure Revenues can also improve bicycle and pedestrian facilities on existing crossings.

Traveler Information and Transportation Demand Management

The efficiency of the existing transportation system can be increased by promoting use of transit, carpooling, vanpooling, as well as bicycling and walking. Transportation demand management strategies can reduce the number of vehicles on our roadways especially during peak periods. Examples of transportation demand management programs that could be funded by this measure include "Cruz511", the traveler information service for Santa Cruz County, and carpool/vanpool programs.

Highway Safety and Congestion Reduction Programs

Improving safety is a primary goal of this measure. Programs that reduce fatal and injury collisions on highways and reduce congestion are also funded by Measure Revenues. Examples of programs that improve safety and reduce congestion are the Safe on 17 Task Force and the Freeway Service Patrol (roving tow trucks that remove stalled or disabled vehicles, debris, and other obstructions that may cause backups).

Transportation for Seniors and People with Disabilities – 20% per year

Direct Allocation to Service Providers

Seniors and disabled persons make up an increasing percentage of Santa Cruz County's population. For seniors and persons with disabilities, access to healthcare, social services, shopping, and recreation is key to quality of life. A number of specialized transportation programs have been implemented which meet specialized needs for transportation to medical services, social service programs, shopping and other purposes that cannot be met by conventional bus transit. An aging population will require maintenance and expansion of transit and paratransit services for elderly and disabled residents into the future.

Measure Revenues (16% or approximately \$2.75 million per year) will be distributed to Santa Cruz Metropolitan Transit District (METRO) to provide transit and paratransit service for seniors and people with disabilities. Measure Revenues (4% or approximately \$680,000 per year) will be allocated to the Consolidated Transportation Services Agency for Santa Cruz County (Community Bridges-Lift Line) for paratransit service. Paratransit works with social service agencies to increase transportation options for seniors, individuals with disabilities, and persons with low incomes. Funds will be distributed at least quarterly.

Active Transportation – 17%

Monterey Bay Sanctuary Scenic Trail (Coastal Rail Trail)

Measure Revenues (17% or approximately \$85 million total) will be allocated for the Monterey Bay Sanctuary Scenic Trail Network, otherwise known as the Coastal Rail Trail, for people walking and bicycling along the coast in Santa Cruz County. The coastal rail and trail corridor connects Watsonville, Aptos, Capitola, Live Oak, Santa Cruz, and Davenport and links to trails in Monterey County. The trail offers spectacular views of the Monterey Bay, historic trestles, and a flat surface free of automobile traffic. This trail will provide kids, commuters and recreational bicyclists and walkers a safe and enjoyable way to travel. Funds will be used for trail construction, maintenance, operation, management and drainage of the rail and trail corridor and will leverage other state and federal grants for completion of the trail network.

Rail Corridor – 8%

Infrastructure Preservation and Analysis of Options

Eight percent of Measure Revenues (approximately \$40 million total) will be used for preservation of the Rail Corridor infrastructure and analysis of its future potential use to better serve Santa Cruz County residents and visitors. Projects include analysis (including environmental and economic analysis) to answer important community questions about possible future transit and other transportation uses of the corridor through an open, transparent public process; and maintaining and repairing the publicly-owned Santa Cruz Branch Rail Line. The Measure Revenues do not include funding for any new train/rail service. If the Regional Transportation Commission determines that the best use of the corridor is an option other than rail transit, funds may be utilized for other transportation improvements along and near the corridor.

Notes

(1) Estimated revenues from a ½-cent transaction and use tax are \$17 million per year (in 2016 dollars) for 30 years. The present value (i.e., present day purchasing power) of the Measure Revenues is forecasted to be approximately \$500 Million. The actual revenues to be received over the 30-year life of the tax will be affected by various economic factors, such as inflation and economic growth or decline. The estimated amounts for each category reflect the allocation of approximately \$500 Million. The estimated amounts for each category, divided by \$500 Million, establishes ratios for the allocation among the categories. While total revenues will vary, the net percentages to each investment category will remain constant over the 30-year life of the tax.

(2) Percentages are net after costs required for administration, implementation and oversight of the measure -- including annual independent fiscal audits, reports to the public, preparation and implementation of state-mandated reports, oversight committee, and other administration, implementation and oversight responsibilities as may be necessary to administer and implement the Ordinance and the Expenditure Plan. Administrative salaries and benefits shall not exceed 1% of total Measure Revenues.

(3) If bonding is used to advance implementation of any of these projects, finance costs will be paid from the percent of funds designated for the associated investment category.

(4) It is anticipated that a portion of the total costs of the projects included in the Expenditure Plan will also be funded from federal, state, and local sources, as described in the Regional Transportation Plan (RTP).

(5) Outside of the funds to local jurisdictions and transit agencies which will be allocated on an ongoing basis, based on revenues generated, the Santa Cruz County Regional Transportation Commission shall allocate Measure Revenues to all other categories of transportation projects and specific capital projects. Capital investments will be made based upon clearly defined project descriptions and limits resulting from the outcomes of environmental analyses, design engineering, and public input, as applicable.

(6) In the event that any agency that is designated funds through the Expenditure Plan is dissolved, the redistribution of funds will be based on the same formulas minus the dissolved agency. New or successor entities that come into existence in Santa Cruz County during the life of the Expenditure Plan, such as incorporation of a new city, merging of agencies, or designation of a new agency as the county Consolidated Transportation Services Agency or transit agency, may be considered as eligible recipients of funds through the amendment process as set forth in the Ordinance.

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City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 21, 2016
TO: Honorable Mayor and City Council
FROM: Kristin Ard, Recreation Division Manager
APPROVED: Jenny Haruyama, City Manager
SUBJECT: INTRODUCTION OF ORDINANCE NO. 17.4, REQUIRING TO ENTERTAINMENT PERMITS FOR CITY PROPERTY AND REPEAL OF CHAPTER 5.16 OF THE SCOTTS VALLEY MUNICIPAL CODE

SUMMARY OF ISSUE

Entertainment permits are required for various activities in the City including, but not limited to, live or amplified music, carnivals, or dancing. Section 5.16.170 of the Scotts Valley Municipal Code (SVMC) exempts events on City property from the requirement to obtain an entertainment permit unless the property is leased for longer than five consecutive days. Given this exemption, an update to the Scotts Valley Municipal Code is necessary to ensure that all applicable activities are subject to an entertainment permit, including those on City property. This modification is important as it helps staff to more effectively manage facility rental issues, including impacts that occur due to increased daily use of City facilities.

This ordinance will repeal Section 5.16.170, thereby requiring rentals on City property to obtain an entertainment permit, subject to meeting permit criteria. The fee for an entertainment permit is \$54. Non-Profit 501(c)(3) corporations are exempt from the permit fee per the SVMC.

FISCAL IMPACT

Individuals or groups (excluding non-profits) that rent City facilities will be subject to a \$54.00 entertainment permit fee, assuming required permit criteria is met.

STAFF RECOMMENDATION

It is recommended the Council introduce Ordinance No. 17.4 and repeal Section 5.16.170 of the Scotts Valley Municipal Code.

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ORDINANCE NO. 17.4

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY
REPEALING SECTION 5.16.170 OF CHAPTER 5.16 OF TITLE 5
ENTERTAINMENT PERMIT FEES ON CITY PROPERTY**

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

SECTION 1. Section 5.16.170 of Chapter 5.16 of Title 5 of the Scotts Valley Municipal Code is hereby repealed.

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

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

SECTION 4. CEQA COMPLIANCE. The City Council finds and determines that the enactment of this Ordinance is not a "project" as that term is used in the California Environmental Quality Act ("CEQA;" Cal. Pub. Resources Code Section 21000 et seq.) or the State CEQA Guidelines (Cal. Code of Regs., Title 14, Section 15000 et seq.). Therefore, no environmental assessment is required or necessary.

SECTION 5. EFFECTIVE DATE. This Ordinance shall take effect thirty days after the date of its adoption. Prior to the expiration of fifteen days from the date of adoption, this Ordinance shall be published in at least three (3) public places.

This ordinance was introduced on the 21st day of September, 2016, and was passed and adopted by the City Council of the City of Scotts Valley on the 5th day of October, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED: _____
Donna Lind, Mayor

ATTEST: _____
Tracy A. Ferrara, City Clerk

City of Scotts Valley CITY COUNCIL STAFF REPORT

DATE: September 21, 2016

TO: Mayor Donna Lind and Members of the City Council

FROM: Taylor Bateman, Acting Community Development Director

APPROVED: Jenny Haruyama, City Manager

SUBJECT: **A PUBLIC HEARING TO CONSIDER THE PLANNING COMMISSION'S RECOMMENDATION OF APPROVAL FOR THE SUBDIVISION OF AN EXISTING 20,120 SQUARE FOOT PARCEL INTO TWO PARCELS IN THE R-1-10 ZONING DISTRICT LOCATED AT 187 HACIENDA DRIVE, APN 023-181-10**

SUMMARY OF ISSUE

The project site is an existing 20,120 square foot parcel located at 187 Hacienda Drive (Attachment 1 - Location Map). The applicant is proposing to subdivide the existing lot into two lots. Proposed Parcel A is 10,055 square feet in area and proposed Parcel B is 10,065 square feet in area, both of which meet the minimum required lot size for the R-1-10 zoning district (Attachment 2 - Tentative Map). The site currently contains an existing single family dwelling, a detached garage, one shed and two miscellaneous structures. The applicant is proposing to remove the detached garage, hot tub and fire pit and relocate the shed. The applicant plans to build a new garage on Parcel A and build a new single family dwelling with a garage on the proposed Parcel B in compliance with the R-1-10 zoning regulations.

PLANNING COMMISSION REVIEW

On August 11, 2016 the Planning Commission reviewed the proposed project plans and recommended approval of the project to the City Council. A full discussion of the project is attached in the Planning Commission meeting minutes, resolution and staff report (Attachments 3, 4 & 5 - Planning Commission Minutes, Resolution, and Staff Report).

PUBLIC NOTICE & COMMENT

A public notice was posted and mailed to surrounding property owners within 300 feet pursuant to State law and the site was posted.

Public testimony at the Planning Commission hearing consisted of comments from two neighbors. The first neighbor had general questions about the Minor Land Division process and what structures could potentially be allowed on the proposed new lot. A second neighbor expressed concerns of future water drainage onto his property in the event of future development. The Department of Public Works has reviewed the project and noted the site will be required to adhere to the City's stormwater management requirements at the time of development.

FISCAL IMPACT

None.

RECOMMENDATION

The Planning Commission recommends approval of Minor Land Division No. MLD16-001 by adoption of Resolution No. 1924.

ATTACHMENTS

PAGE No.

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1. Location Map	10
2. Tentative Map (received 6/2/16)	Attached
3. Planning Commission Minutes (9/15/16)	11
4. Planning Commission Resolution No. 1708 (9/15/16)	13
5. Planning Commission Staff Report (9/15/16)	15

RESOLUTION NO. 1924

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SCOTTS VALLEY APPROVING MINOR LAND DIVISION NO. MLD16-001 TO CREATE TWO PARCELS FROM ONE EXISTING 20,120 SQUARE FOOT PARCEL LOCATED AT 187 HACIENDA DRIVE (APN 023-181-10)

WHEREAS, the Planning Department of the City of Scotts Valley has received the application filed by Patrick Bosch / Hogan Land Services, for a Minor Land Division MLD16-001 to create two lots from one existing 20,120 square foot parcel located at 187 Hacienda Drive (APN 023-181-10); and,

WHEREAS, Patrick Bosch, (referred to as “applicant”) has presented substantial evidence which describes and 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, the project is determined to have a Class 15 exemption (Minor Land Division) pursuant to Section 15315 of CEQA; and,

WHEREAS, the Planning Commission held a public hearing on August 11, 2016 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 September 21, 2016, 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 September 21, 2016:

1. *The Minor Land Division will meet the design standards for the City of Scotts Valley, because the design was developed considering the City’s General Plan and related zoning ordinances.* The land division will create two parcels, each conforming to the General Plan designation of Medium, and the development standards of the R-1-10 zoning district.
2. *The Minor Land Division will be carried out in a manner which is not detrimental to the surrounding uses and will be consistent with the overall planning goals of the City.* The new parcels will be similar in size and use of the surrounding parcels. The density of development will remain consistent with the General Plan.

3. *The design of the subdivision will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.* The project site is not within any known critical fish or wildlife habitat. The surrounding parcels have been developed, therefore, the project site is not expanding the boundaries of urban development.
4. *The design of the subdivision will not cause serious public health problems.* The use proposed for the new parcel is single family residential, which would not have adverse health effects on the surrounding single family residential uses.
5. *The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of property within the subdivision.* All necessary easements shall be obtained prior to issuance of a Final Map.
6. *The proposed road is adequate for the use of the subdivision.* The existing road is adequate.

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 Minor Land Division No. MLD16-001 to create two parcels from one existing parcel located at 187 Hacienda Drive (APN 023-181-10), pursuant to the conditions set forth in the attached Exhibit A, which are incorporated herein by this reference.

THE ABOVE AND FOREGOING RESOLUTION was duly and regularly passed by the City Council of the City of Scotts Valley at a meeting held on the 21st day of September, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Donna Lind, Mayor

Tracy Ferrara, City Clerk

EXHIBIT A

CONDITIONS OF APPROVAL
(Nos. 1-36)

STANDARD

1. Developer has agreed to and shall defend, indemnify and hold harmless the City of Scotts Valley, its officers, agents and employees from any claim, action or proceeding against the City or its officers, agents or employees to attach, set aside, void or annul any action of the City in connection with approvals under the California Environmental Quality Act or with respect to approval of the project, which action is brought within the time period(s) prescribed by law. The City shall promptly notify the developer of any such claim, action or proceeding and shall fully cooperate in defense.
2. After City Council approval, the property owner shall sign the Conditions of Approval (Exhibit A) agreeing to the Conditions of Approval prior to the issuance of any building permits, transfer of title, or within 30 days of approval of this application, whichever occurs first.
3. After City Council approval, the property owner shall have a signed and notarized copy of the Notice of Conditions of Approval recognizing this application (provided by the City) recorded at the County Recorder's Office prior to issuance of any building permits or operation of the use.
4. All required building permits shall be obtained and the applicant shall pay all appropriate fees prior to commencement of any construction on the property.

PLANNING DEPARTMENT

5. The design of the improvements shall match the approved plans. Modifications to the approved project may require approval by the Planning Commission or City Council at the discretion of the Community Development Director.
6. The existing structures shall be demolished or brought into conformance (except the legal existing non-conforming covered front porch) with all applicable codes and regulations prior to Final Map approval.
7. The existing detached garage on Proposed Parcel B shall be removed prior to approval of the final map.
8. A new conforming garage shall be built on Parcel A prior to approval of the final map.

9. Driveways shall be an all-weather surface (i.e. concrete or asphalt).
10. A maintenance agreement for all property owners who have legal access to the driveway shall be established prior to Final Map approval. Such agreement shall be reviewed and approved by the City Attorney, time to be paid by the applicant.

Archaeology

11. The project is located in an area of sensitivity for archaeological resources and monitoring by a qualified archaeologist shall be conducted during all grading activities of four cubic yards or more.

Trees

12. All required permits shall be obtained prior to the removal of any protected trees.

Affordable Housing Requirement

13. The developer shall comply with Title 14 of the City's Municipal Code regarding Affordable Housing in-lieu fees, before the Final Map is recorded.

BUILDING DEPARTMENT

14. A soils/civil engineer shall approve site grading, drainage, erosion control and foundation plans.

WASTEWATER DEPARTMENT

15. Each parcel shall have own its separate sanitary sewer lateral.

DEPARTMENT OF PUBLIC WORKS

Site Specific

16. Existing and new driveways shall be to City of Scotts Valley Standards and Specifications.

17. Driveway approach shall be per City of Scotts Valley Standards and Specifications.
18. Encroachment permits will be required prior to construction.
19. Storm water technical guide requirements must be met.

Standard

20. A final subdivision or parcel map in conformance with the California Government Code, Section 66410 *et seq*, and with the City Subdivision Ordinance, and including the conditions of the tentative subdivision map, shall be filed to the satisfaction of the Public Works Director/City Engineer.
21. All required documents, final or parcel map sheets, covenants, developer and city improvement agreements and bonds, shall be provided to the satisfaction of the Public Works Director/City Engineer prior to the recordation of any final map or application for any building permit. (Applicant should be advised that officials of Santa Cruz County, such as the Auditor-Controller, Recorder and Clerk of the Board have requirements, such as payment of taxes and present title guarantee, which precede recordation of the map.)
22. Engineered Improvement Plans shall be submitted for all on site and off site work and will be approved by the Public Works Director/City Engineer. On-site and off-site (encroachment) civil engineering permits must be issued by the City prior to commencing any work. Improvement Plans shall include any necessary grading, drainage, masonry retaining walls, driveway, utilities, utility pole relocation, frontage improvement and/or repair of sidewalk, curb and gutter or similar facilities required to satisfy tentative map conditions to the satisfaction of the Public Works Director/City Engineer. All improvements shall conform to the design standards contained in text and illustration in the "City of Scotts Valley Standard Details", latest revision adopted by the City Council.
23. Applicant shall construct street improvements for the full parcel frontage in accordance with the City of Scotts Valley Standard Details, latest revision, adopted by the City Council.
24. Engineered improvement plans for all work, signed and prepared under the direction of a registered civil engineer, shall be approved by the Public Works Director/City Engineer prior to commencing work.

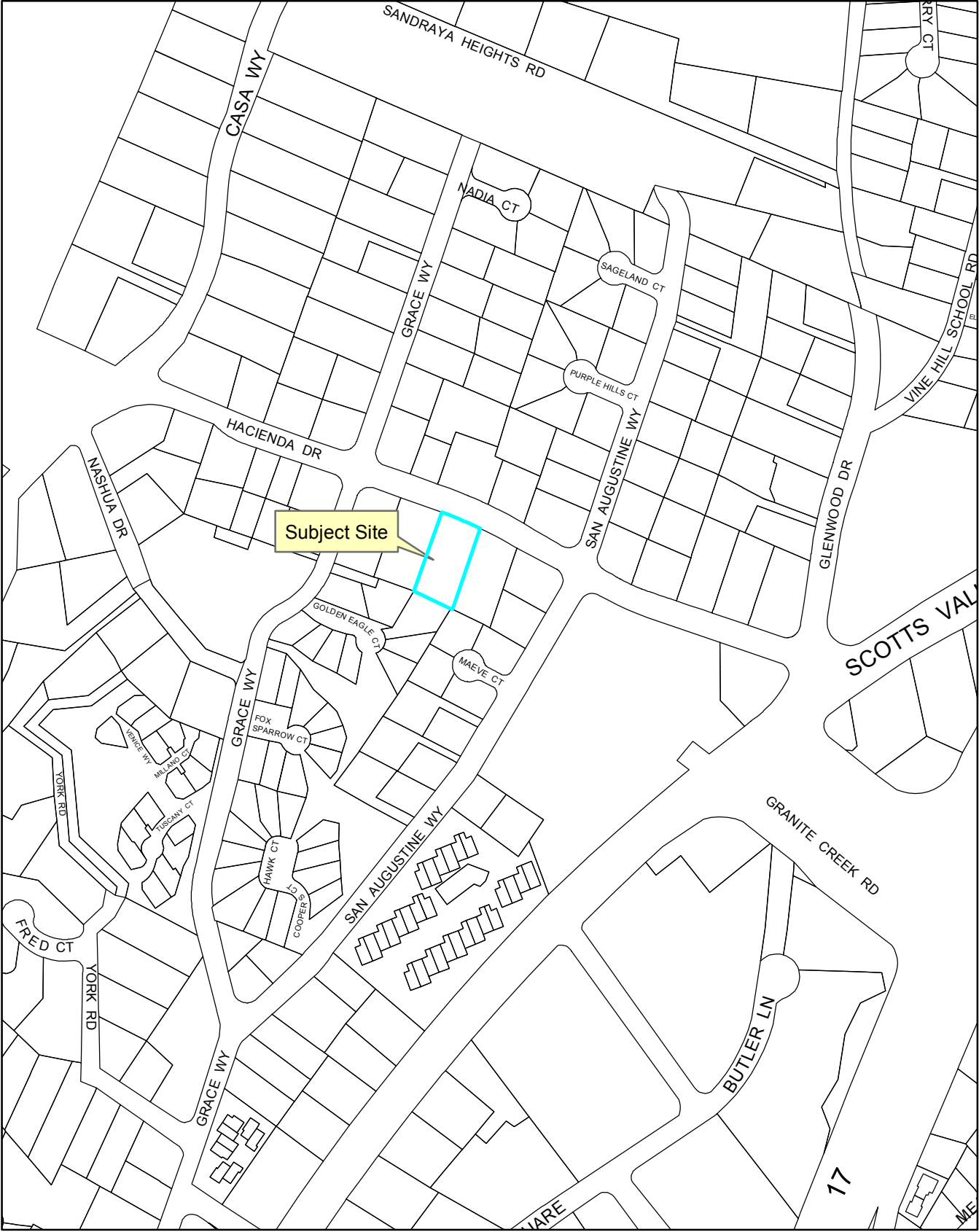
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25. All work in the public right-of-way will require an encroachment permit application made to the satisfaction of the Public Works Director/City Engineer. The civil on-site work, as plan reviewed by the Public Works Department, will require an on-site civil engineering permit and inspection.
 26. All public improvements shall be guaranteed by written Agreement with the city, Faithful Performance Bond, and Labor and Material men's Bond, to the satisfaction of the Public Works Director/City Engineer.
 27. All signing and striping shall be approved and completed as required by the Public Works Department, and shall be in conformance with current editions of Transportation and Traffic Engineering Handbook, by the Institute of Transportation Engineers, and the State Department of Transportation "Standard Specifications".
 28. The project shall connect to the sanitary sewer system and existing septic systems, if any, shall be properly abandoned.
 29. Applicant shall construct storm drain facilities in conformance with data and analysis in the adopted City of Scotts Valley Storm Drain Master Plan, December 1989 and in accordance with the city's SWMP Ordinance No. 184.1.
 30. A registered civil engineer shall provide storm (hydrologic and hydraulic) calculations for appropriate storm drain facilities to control on-site drainage and mitigate off-site impacts. The design shall follow the criteria contained in the City of Scotts Valley Standard Details and the data and analysis contained in the latest adopted City of Scotts Valley Storm Drainage Master Plan. Development shall not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity.
 31. Applicant shall pay the cost to accomplish the utility design and construction to underground the telephone, electric power, and television cables in each project contained easement, private or public road frontage. This under grounding of utilities to remove utility poles comes in addition to the state required under grounding of transmission for the project and any new service connections.
 32. The final map shall be submitted to the City's Public Works Department on an Auto CAD drawing up to version 2004 electronic version prior to recording.
 33. Applicant shall submit a completed "segregation of assessment" form for each assessment district in which the subdivision participates.

34. Prior to the filing of the final/parcel map, applicant shall contact the Santa Cruz County Assessor's Office or the Local Agency Formation Commission (LAFCO) to ensure that the subdivided property is within a single tax code.
35. Applicant shall provide used motor oil reclamation services for the general public (applies to services stations).

FIRE DISTRICT

36. Project shall comply with all SVFPD code requirements.

Location Map



STAFF REPORT

Applicant: Hogan Land Services / Patrick Bosch

Owner: Brian Claassen

Application: Minor Land Division No. MLD16-001

Location: 187 Hacienda Drive // APN 023-181-10

General Plan/Zoning: Medium Density (R-1-10)

Environmental Status: Categorically Exempt from CEQA (15315)

Request: Consideration for recommendation to the Scotts Valley City Council the subdivision of an existing 20,120 square foot parcel into two parcels in the R-1-10 zoning district.

Staff Planner: Taylor Bateman, Acting Community Development Director

RECOMMENDATION

It is recommended that the Planning Commission recommend approval of the Minor Land Division Application to the City Council.

PROJECT DESCRIPTION

The project site is an existing 20,120 square foot parcel located at 187 Hacienda Drive (Attachment 1 - Location Map). The applicant is proposing to subdivide the existing lot into two lots. Proposed Parcel A is 10,055 square feet in area and proposed Parcel B is 10,065 square feet in area both of which met the minimum required lot size for the R-1-10 zoning district (Attachment 2 - Tentative Map). The site currently contains an existing single family dwelling, a detached garage, one shed and two miscellaneous structures. The applicant is proposing to remove the detached garage, hot tub and fire pit and relocate the shed. The applicant plans to build a new garage on Parcel A and build a new single family dwelling with a garage on the proposed Parcel B in compliance with the R-1-10 zoning regulations.

PROJECT DISCUSSION

Below is a discussion of the project's compliance with the City's General Plan and Zoning Regulations.

Existing Structures

The site currently contains an existing single family dwelling, a detached garage, one hot tub, one fire pit and one shed. The applicant is proposing to remove the detached garage, hot tub and fire pit and relocate the shed. Parking regulations require a two car garage. The applicant proposes to build a new garage on Parcel A and build a new single family dwelling with a garage on Parcel B in compliance with the R-1-10 zoning regulations. The project has been conditioned to have the detached garage removed prior to approval of the final map. There is also a condition to have a new conforming garage built on Parcel A prior to approval of the final map. The existing house will also need to be brought into compliance before the lot split is finalized. The hot tub, fire pit and shed would be demolished or brought into conformance with all applicable codes and regulations.

Access

At present, there is a driveway that provides vehicle access to the existing single family dwelling. That driveway is proposed to remain and will serve the future single family dwelling on Parcel B. A second driveway is proposed to access the existing house on Parcel A. The flag lot regulations of the Scotts Valley Municipal Code (SVMC) states per section 17.44.030.F that "where both parcels take access off the same street, new driveways shall be combined with an existing driveway, where feasible to limit the amount of impervious surfaces and the number of access points on streets." Due to the layout of the existing house and the requirements for a two car garage, a second driveway appears to be the most feasible option.

PUBLIC NOTICE & COMMENT

A public notice was posted and mailed to surrounding property owners within 300 feet pursuant to State law and the site was posted. No comments have been received.

ATTACHMENTS

PAGE No.

Resolution to recommend approval of MLD16-001 (Action Item)

- | | | |
|----|--|----------|
| 1. | Location Map. | 10 |
| 2. | Tentative Parcel Map and Site Plan.. . . . | Attached |

RESOLUTION NO. 1708

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SCOTTS VALLEY RECOMMENDING APPROVAL TO THE CITY COUNCIL OF MINOR LAND DIVISION NO. MLD16-001 TO CREATE TWO PARCELS FROM ONE EXISTING 20,120 SQUARE FOOT PARCEL LOCATED AT 187 HACIENDA DRIVE (APN 023-181-10).

WHEREAS, the Planning Department of the City of Scotts Valley has received the application filed by Patrick Bosch, for a Minor Land Division MLD16-001 to create two parcels from one existing 20,120 square foot parcel located at 187 Hacienda Drive (APN 023-181-10); 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, the project is determined to have a Class 15 exemption (Minor Land Division) pursuant to Section 15315 of CEQA; and,

WHEREAS, the project was reviewed by the Planning Commission at a duly noticed public hearing on August 11, 2016.

NOW THEREFORE, the Planning Commission of the City of Scotts Valley hereby resolves as follows:

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

SECTION 2: The categorical exemption is hereby recommended for approval to the City Council.

SECTION 3: The Planning Commission of the City of Scotts Valley does hereby specifically make the following findings, as further clarified in the staff report dated August 11, 2016:

1. *The Minor Land Division will meet the design standards for the City of Scotts Valley, because the design was developed considering the City's General Plan and related zoning ordinances. The land division will create two parcels, each conforming to the General Plan designation of Medium, and the development standards of the R-1-10 zoning district.*
2. *The Minor Land Division will be carried out in a manner which is not detrimental to the surrounding uses and will be consistent with the overall planning goals of*

the City. The new parcels will be similar in size and use of the surrounding parcels. The density of development will remain consistent with the General Plan.

3. *The design of the subdivision will not cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.* The project site is not within any known critical fish or wildlife habitat. The surrounding parcels have been developed, therefore, the project site is not expanding the boundaries of urban development.
4. *The design of the subdivision will not cause serious public health problems.* The use proposed for the new parcel is single family residential, which would not have adverse health effects on the surrounding single family residential uses.
5. *The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of property within the subdivision.* All necessary easements shall be obtained prior to issuance of a Final Map.
6. *The proposed road is adequate for the use of the subdivision.* The existing road is adequate.

SECTION 4: After careful consideration of the application and related materials, plans, maps, facts, exhibits, staff report, testimony and other evidence submitted in this matter, and incorporated herein by this reference, the Planning Commission of the City of Scotts Valley does hereby recommend approval to the City Council of Minor Land Division No. MLD16-001 to create two parcels from one existing 20,120 square foot parcel located at 187 Hacienda Drive (023-181-10), subject to the conditions set forth in the attached Exhibit A, which are incorporated herein by this reference.

THE ABOVE AND FOREGOING RESOLUTION was duly adopted and passed by the Planning Commission of the City of Scotts Valley at a regularly scheduled meeting held on August 11, 2016 by the following vote:

AYES: Commissioners Muth, Arcangeli and Chair Patterson

NOES: None

ABSTAIN: None

ABSENT: Horlock and Timm

*As amended by the Planning Commission on August 11, 2016.

Chair Russ Patterson

Taylor Bateman, Acting Community Development Director

EXHIBIT A

CONDITIONS OF APPROVAL (Nos. 1-36)

STANDARD

1. Developer has agreed to and shall defend, indemnify and hold harmless the City of Scotts Valley, its officers, agents and employees from any claim, action or proceeding against the City or its officers, agents or employees to attach, set aside, void or annul any action of the City in connection with approvals under the California Environmental Quality Act or with respect to approval of the project, which action is brought within the time period(s) prescribed by law. The City shall promptly notify the developer of any such claim, action or proceeding and shall fully cooperate in defense.
2. After City Council approval, the property owner shall sign the Conditions of Approval (Exhibit A) agreeing to the Conditions of Approval prior to the issuance of any building permits, transfer of title, or within 30 days of approval of this application, whichever occurs first.
3. After City Council approval, the property owner shall have a signed and notarized copy of the Notice of Conditions of Approval recognizing this application (provided by the City) recorded at the County Recorder's Office prior to issuance of any building permits or operation of the use.
4. All required building permits shall be obtained and the applicant shall pay all appropriate fees prior to commencement of any construction on the property.

PLANNING DEPARTMENT

5. The design of the improvements shall match the approved plans. Modifications to the approved project may require approval by the Planning Commission or City Council at the discretion of the Community Development Director.
6. *The existing structures shall be demolished or brought into conformance **(except the legal existing non-conforming covered front porch)** with all applicable codes and regulations prior to Final Map approval.

7. The existing detached garage on Proposed Parcel B shall be removed prior to approval of the final map.
8. A new conforming garage shall be built on Parcel A prior to approval of the final map.
9. Driveways shall be an all-weather surface (i.e. concrete or asphalt).
10. *A maintenance agreement for all property owners who have legal access to the driveway shall be established prior to Final Map approval. Such agreement shall be reviewed and approved by the City Attorney, ***time to be paid by the applicant.***

Archaeology

11. The project is located in an area of sensitivity for archaeological resources and monitoring by a qualified archaeologist shall be conducted during all grading activities of four cubic yards or more.

Trees

12. All required permits shall be obtained prior to the removal of any protected trees.

Affordable Housing Requirement

13. *The developer shall comply with Title 14 of the City's Municipal Code regarding Affordable Housing in-lieu fees, ***before the Final Map is recorded.***

BUILDING DEPARTMENT

14. A soils/civil engineer shall approve site grading, drainage, erosion control and foundation plans.

WASTEWATER DEPARTMENT

15. Each parcel shall have own its separate sanitary sewer lateral.

DEPARTMENT OF PUBLIC WORKS

Site Specific

16. Existing and new driveways shall be to City of Scotts Valley Standards and Specifications.
17. Driveway approach shall be per City of Scotts Valley Standards and Specifications.
18. Encroachment permits will be required prior to construction.
19. Storm water technical guide requirements must be met.

Standard

20. A final subdivision or parcel map in conformance with the California Government Code, Section 66410 *et seq*, and with the City Subdivision Ordinance, and including the conditions of the tentative subdivision map, shall be filed to the satisfaction of the Public Works Director/City Engineer.
21. All required documents, final or parcel map sheets, covenants, developer and city improvement agreements and bonds, shall be provided to the satisfaction of the Public Works Director/City Engineer prior to the recordation of any final map or application for any building permit. (Applicant should be advised that officials of Santa Cruz County, such as the Auditor-Controller, Recorder and Clerk of the Board have requirements, such as payment of taxes and present title guarantee, which precede recordation of the map.)
22. Engineered Improvement Plans shall be submitted for all on site and off site work and will be approved by the Public Works Director/City Engineer. On-site and off-site (encroachment) civil engineering permits must be issued by the City prior to commencing any work. Improvement Plans shall include any necessary grading, drainage, masonry retaining walls, driveway, utilities, utility pole relocation, frontage improvement and/or repair of sidewalk, curb and gutter or similar facilities required to satisfy tentative map conditions to the satisfaction of the Public Works Director/City Engineer. All improvements shall conform to the design standards contained in text and illustration in the "City of Scotts Valley Standard Details", latest revision adopted by the City Council.

23. Applicant shall construct street improvements for the full parcel frontage in accordance with the City of Scotts Valley Standard Details, latest revision, adopted by the City Council.
24. Engineered improvement plans for all work, signed and prepared under the direction of a registered civil engineer, shall be approved by the Public Works Director/City Engineer prior to commencing work.
25. All work in the public right-of-way will require an encroachment permit application made to the satisfaction of the Public Works Director/City Engineer. The civil on-site work, as plan reviewed by the Public Works Department, will require an on-site civil engineering permit and inspection.
26. All public improvements shall be guaranteed by written Agreement with the city, Faithful Performance Bond, and Labor and Material men's Bond, to the satisfaction of the Public Works Director/City Engineer.
27. All signing and striping shall be approved and completed as required by the Public Works Department, and shall be in conformance with current editions of Transportation and Traffic Engineering Handbook, by the Institute of Transportation Engineers, and the State Department of Transportation "Standard Specifications".
28. The project shall connect to the sanitary sewer system and existing septic systems, if any, shall be properly abandoned.
29. Applicant shall construct storm drain facilities in conformance with data and analysis in the adopted City of Scotts Valley Storm Drain Master Plan, December 1989 and in accordance with the city's SWMP Ordinance No. 184.1.
30. A registered civil engineer shall provide storm (hydrologic and hydraulic) calculations for appropriate storm drain facilities to control on-site drainage and mitigate off-site impacts. The design shall follow the criteria contained in the City of Scotts Valley Standard Details and the data and analysis contained in the latest adopted City of Scotts Valley Storm Drainage Master Plan. Development shall not increase the rate of flow (cubic feet per second) or velocity (feet per second) of site run-off water to any off-site drainage areas beyond the measured or calculated pre-project rate and velocity.
31. Applicant shall pay the cost to accomplish the utility design and construction to underground the telephone, electric power, and television cables in each project

contained easement, private or public road frontage. This undergrounding of utilities to remove utility poles comes in addition to the state required undergrounding of transmission for the project and any new service connections.

32. The final map shall be submitted to the City's Public Works Department on an Auto CAD drawing up to version 2004 electronic version prior to recording.
33. Applicant shall submit a completed "segregation of assessment" form for each assessment district in which the subdivision participates.
34. Prior to the filing of the final/parcel map, applicant shall contact the Santa Cruz County Assessor's Office or the Local Agency Formation Commission (LAFCO) to ensure that the subdivided property is within a single tax code.
35. Applicant shall provide used motor oil reclamation services for the general public (applies to services stations).

FIRE DISTRICT

36. Project shall comply with all SVFPD code requirements.



CITY OF SCOTTS VALLEY

PLANNING DEPARTMENT

One Civic Center Drive • Scotts Valley • California • 95066
Phone (831) 440-5630 • Facsimile (831) 438-2793 • www.scottsvally.org

Planning Commission Meeting Action Minutes

DATE / TIME: Thursday, August 11, 2016, at 6:00PM

MEETING LOCATION: City Hall Council Chambers at One Civic Center Drive

POSTING: Agenda posted at the City of Scotts Valley City Hall and Senior Center, and the Public Library on August 5, 2016

Planning Commissioners Russ Patterson, Chair Derek Timm, Vice-Chair Carlos Arcangeli, Commissioner Steve Horlock, Commissioner Deborah Muth, Commissioner	City Staff Members Taylor Bateman, Acting Community Dev. Director Michelle Edwards, Senior Planner Brenda Stevens, Assistant Planner
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CALL TO ORDER: The Planning Commission Chair called the meeting to order at 6:00pm.

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE: *The Planning Commission Chair leads the pledge of allegiance.*

ROLL CALL: Present: Arcangeli, Muth, and Patterson, (Horlock and Timm absent with cause).

ORAL COMMUNICATIONS: None.

ALTERATIONS TO CONSENT AGENDA: None.

CONSENT AGENDA: The Commission acted on all the minutes in one motion.

1. Action Meeting Minutes from meeting on July 14, 2016.

ACTION:

Planning Commission M/S: Arcangeli / Muth

To approve the minutes as prepared

Carried 3/0/2 (AYES: Arcangeli, Muth, Patterson) (Horlock and Timm absent with cause)